

City Council Meeting

July 13, 2015
5:30 p.m.



AMENDED AGENDA
GIG HARBOR CITY COUNCIL
July 13, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

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

CONSENT AGENDA:

1. Approval of City Council Minutes June 8, 2015.
2. Liquor License Action: a) Six Special Occasion Liquor Licenses: Blackwater Gallery, Tickled Pink, Bella Kitchen & Home, Gallery Row, Gig Harbor Audio, and Sea Hags; b) New Application: Panda Garden;
3. Correspondence / Proclamations: Colonel Soller Proclamation.
4. Receive and File: a) Public Works Committee June 15, 2015 Minutes.
5. Resolution No. 1001 – WWTP Ph. 2B – Sole Source UV Equipment Procurement.
6. Chevron Station Property Appraisal Contract.
7. Street Name – Makovich Place.
8. Street Names – McCormick Creek PRD Phase 1 and 2.
9. Second Reading of Ordinance No. 1318 – Mid-Biennial Budget Amendments.
10. Wastewater Treatment Plant Water Purification Cooler Rental Agreement.
11. Jerisich Dock Water and Power – Peninsula Light Company Agreement and Easement.
12. Approval of Payment of Bills: Checks #78695 through 78731; *78732 through 78741 void; 78742 through 78769; *78770 through 78772 void; and 78773 through 78874 in the amount of \$773,149.31. **Voids due to printer equipment problems.
13. Approval of Payroll for the month of June: Checks #7527 through #7541 and direct deposits in the amount of \$385,483.85.

OLD BUSINESS:

1. Second Reading of Ordinances - Utility Rates and GFC Charges:
 - a. No. 1319 – Water Utility Rates.
 - b. No. 1320 – Sewer Utility Rates.
 - c. No. 1321 – Stormwater Utility Rates.

NEW BUSINESS:

1. Grandview Forest Park Tree Removal and Replanting Project – Small Public Works Contract.
2. Soundview Drive Tree Removal – Small Public Works Contract Award.
3. Resolution No. 1002 – Harbor Hill Park Recommendation.
4. First Reading of Ordinance - Marijuana Related Uses.

CITY ADMINISTRATOR / STAFF REPORT:

1. Flood Control Zone District Update – Jeff Langhelm.
2. City Publication Proposal – Ron Williams.
3. Legislative Update – Ron Williams.
4. Skansie Netshed RFP Update – Ron Williams.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Boards and Candidate Review: Mon. Jul 20th at 4:00 p.m.

ADJOURN:

MINUTES
GIG HARBOR CITY COUNCIL
June 22, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes June 8, 2015.
2. Liquor License Action: a) Renewals: The Keeping Room, Hunan Garden Restaurant, Kinza Teriyaki, Spiro's Bella Notte, Applebee's Neighborhood Grill, and Forza Coffee Company.
3. Heron's Key Project Facilitation Services Contract Amendment No. 1.
4. Second Reading of Ordinance No. 1315 – City Participation in State LOCAL Borrowing Program.
5. Second Reading of Ordinance No. 1316 – Food Trucks.
6. City Marketing Services Contract with Harbor WildWatch.
7. Approval of Payment of Bills: Checks #78590 through #78694 in the amount of \$671,766.22.

Councilmember Perrow announced that he would be abstaining from voting on the consent agenda due to a conflict of interest. He voiced his concern with the unfairness of the food truck ordinance.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Lovrovich – five voted yes. Councilmember Perrow abstained.

PRESENTATIONS: Recognition of Planning Commissioner, Jim Pasin.

Mayor Guernsey introduced long-time commissioner Jim Pasin and presented him with a recognition plaque. She thanked him for the wonderful job of serving on the Planning Commission and Design Review Board over the years. Planning Director Jennifer Kester praised Mr. Pasin for being a strident proponent for the business community, and thanked him for his years of participation.

Jim Pasin voiced his appreciation. He talked about the amount of work that goes into serving on the boards and council, and how this commitment often goes unrecognized. He said that everyone he has served with has always had the best interest of the citizens and city at heart. He introduced his family.

OLD BUSINESS:

1. Second Reading of Ordinance No. 1317 – Fireworks. Building Official / Fire Marshal Paul Rice presented a brief overview of this proposed ordinance to amend the length of time that fireworks would be allowed to be set off within city limits. At Council direction, there are three options for consideration; four days, one day, and leaving it as is. Council deliberated.

MOTION: Move to adopt Ordinance No. 1317 with the option of allowing fireworks to be discharged on one day, July 4th.
Perrow / Lovrovich – five vote no. Councilmembers Perrow and Lovrovich voted yes. The motion failed.

MOTION: Move to adopt Ordinance No. 1317 with the option of allowing fireworks to be discharged for four days.
Malich / Arbenz -

City Attorney Bio Park asked that the ordinance be amended to clarify that the effective date of the ordinance be one year from tonight's adoption and not based upon the publication date.

AMENDED MOTION: Move to adopt Ordinance No. 1317 with the option of allowing fireworks to be discharged for four days and amending the language to strike all verbiage after the word "passage" in section four.
Malich / Arbenz - unanimously approved.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Mid-Biennial Budget Amendments. Finance Director David Rodenbach presented this ordinance that provides for a mid-biennial review and modification of the budget.

Mayor Guernsey opened the public hearing at 5:54 p.m. No one came forward to speak and so the hearing closed. This will return on the Consent Agenda for adoption at the next meeting.

2. Public Hearing and First Reading of Ordinance – Utility Rates and GFC Charges. Public Works Director Jeff Langhelm presented these three separate ordinances with a brief background, and then introduced the city's rate modeling consultant. He mentioned a letter received from Master Builders that has been entered into the record, and the process this has been through up to tonight.

Ashley Emery, Peninsula Financial Consulting, presented information on the data gathered and regulations to support the proposed rate increases that will provide revenues for city utilities to implement operations, maintenance, and capital projects identified in the comprehensive plan.

Mr. Emery and Mr. Langhelm addressed Council questions.

Mayor Guernsey opened the public hearing at 6:34 p.m.

Sherry Durham – 6512 41st Ave NW. Ms. Durham referenced the article from Don Bremner regarding utility rates that are not in line with inflation. She said common sense says if it beats inflation, it's going to be 88% over the next six years and will take away income from retired people. It's not fair and it ought to be put to a public vote. She said she wants to pay her fair share but not to pay for the city to be remodeled into an extravaganza.

Bruce Durham – owns a duplex by Puerto Vallarta. Mr. Durham voiced concern over the way the city charges for multi-unit facilities. He said the rate increases are not feasible and is driving him to have to sell. He objected to the increases over the past ten years, saying that back in 1994 he paid \$276 for two months.

Don Bremner – said he is representing a lot of recipients of proposal. Mr. Bremner is president of the Harbor Sunset Condominium Association where many tenants are seniors and 28% of the operating budget is devoted to paying utility rates. He said that what they will be paying is a staggering increase far exceeding the yearly Consumer Price Index. He said that part of the proposal has nothing to do with delivery of services; this is in the form of the 5% tax included in these rates. He suggested that council could provide a cushion by making rates exempt from sales tax. He answered Council questions.

Bill Wells - 4009 100 St. Ct. NW. Mr. Wells, President of Avalon Woods Homeowner Association. They are served by another water purveyor, so water rates don't apply; but sewer and storm increases will raise their cost of living and the desirability of homes that go on the market. Many residents are retired and live on fixed income. The proposed increases are 25% and 23% when their income will only increase 5%, if at all. This affects their quality of life and buying power. He asked if you could take the 8-1/2% in taxes and put back into the sewer and stormwater maintenance to reduce the rate increases. He requested that all possibilities be investigated to find a way to reduce the rates.

John Nichols - 4106 97th St. Ct. NW. Mr. Nichols talked about his conversation with Jeff Langhelm regarding the 31 million in capital improvements projects and whether they received any public hearings. He said that the proposed numbers are huge for this size of community, and he sees duplication on the list justifying this large rate increase. He asked council not to take action until there is scrutiny on the need and scope of the projects, any duplications on the list, and an understanding of where the 87% past rate increases have gone and to what projects.

Dick Dadisman – 4026 97th St. Ct. NW. Mr. Dadisman said he is also interested in vetting that list, whether the projects are still valid or completed. He said if we are forecasting six years out for projects, why are we not forecasting for funding? There are grants out there and he wonders why these aren't included in the forecast. He then asked why we are basing wastewater rates on water rates.

Jeff Langhelm responded: 1) we do include grants in the background modeling breakdown. Also included are revenues, loans, developer participation, and grants. 2) Sewer is based on winter average water usage; not in when you are watering.

Mayor Guernsey asked Mr. Langhelm to meet with representatives from Avalon Woods to discuss the list. He responded by explaining that the comp plans list was generated in 2005-07; not all projects have been completed, and many are on-going. Asbestos cement watermain replacement is an example; you have to replace watermain every 50 years so

you have to plan ahead. He added that project cost is related not only to inflation but to construction costs as well.

Gretchen Allen – 6285 Harbor Sunset Lane. Moved here in January from Sammamish which has a healthy reserves; taxes are put to the public. She encouraged Gig Harbor to put this to the public and look to other healthy municipalities and ask why this 74% increase over six years which is extremely excessive.

Mary McGarry – 9515 31st Ave. Ct. NW. Ms. McGarry lives one block outside city limits and understands that these residents pay 1-1/2 times city rates. She asked if this taken into account with these rate increases.

Mr. Langhelm responded that utilities outside will remain at 1-1/2 times the base rate.

There were no further comments and the public hearing closed at 6:58 p.m.

Councilmember Payne explained that he works in the utility industry. He explained that the rate increases since 2005 are due to a lack of management of reserves and rates for a number of years. These increases are necessary in order to build and pay for unfunded regulatory improvements such as the city was required by state to extend outfall over a mile into the sound which was an 8.5 million dollar project. He stressed that we have an exceptionally well-run, although expensive, system. He understands the effects of cost increases, especially on those on a fixed income, but said the city has done our best to limit the projects, and is trying to maximize assets before replacement. He encouraged the citizens to talk to Mr. Langhelm and learn how the system works. Clean water and clean effluent will cost us now and in the future, and these increases are far less than the double digit increases that occurred in the past just to catch up, he said.

Councilmember Malich – asked for clarification on the city policy on low-income rates. Mr. Langhelm responded that we have a section for low income utility rate reduction and connection fee waiver and delay for citizens 62 years old and older. These have not increased those levels for many years but this ordinance proposes a 12% increase. There are less than ½ dozen eligible for this benefit currently, but more may qualify. The Utility Clerk educates ratepayers whenever possible.

This will return for a second reading at the July 13th council meeting under Old Business.

3. Dry Sewer Policy in the Urban Growth Area. Public Works Director Jeff Langhelm provided the background for this proposed revision to the city's dry sewer requirements. The proposal is to only require dry sewers when the sewer lift station that will serve the proposed development is operational or under design or construction at the time of development application is submitted for approval. He answered questions.

MOTION: Move to accept the recommended revised dry sewer policy.
Payne / Ekberg - unanimously approved.

4. Public Hearing and Resolution No. 998 - Sewer Utility Extension Agreement for Forest Lawn Plat. Public Works Director Jeff Langhelm presented this resolution for sewer utility extension to an eight lot residential subdivision on Skansie Avenue. He answered questions.

Mayor Guernsey opened the public hearing at 7:12 p.m. No one came forward to speak and so the hearing closed.

MOTION: Move to adopt Resolution No. 998 for a sewer utility extension agreement with Radiance Homes, LLC.
Payne / Lovrovich - unanimously approved.

5. Public Hearing and Resolution No. 999 - Sewer Basin No. 8/10 Amendment.

Public Works Director Jeff Langhelm presented this resolution for a technical amendment to the city's 2009 Wastewater Comprehensive Plan to allow an interim sewer discharge point for the proposed Fox Run Plat. He answered Council questions.

Mayor Guernsey opened the public hearing at 7:17 p.m. No one came forward to speak and so the hearing closed.

MOTION: Move to adopt Resolution No. 999 for proposed Wastewater Comprehensive Plan Amendment to Basin #8 and #10.
Malich / Lovrovich - unanimously approved.

6. Public Hearing and Resolution No. 1000 – Sewer Basin No. 10/11 Amendment.

Public Works Director Jeff Langhelm presented the background information for this resolution that would allow a technical amendment to the Wastewater Comprehensive Plan to transfer approximately 17 acres from sewer basin #11 to sewer basin #10.

Mayor Guernsey opened the public hearing at 7:20 p.m. No one came forward to speak and so the hearing closed.

MOTION: Move to adopt Resolution No. 1000 for proposed Wastewater Comprehensive Plan Amendments to Basin #10 and #11.
Payne / Malich - unanimously approved.

7. Proposals for Use of the Eddon Boatyard House: a) Gig Harbor Boatshop; b) Gig Harbor Canoe & Kayak Club.

Councilmember Ekberg disclosed that his firm provides insurance to the Boatshop and for one of the signatories on a letter in support of the GH Canoe and Kayak Club. He said this would not impact his decision.

Mayor Guernsey provided the background and overview for these two requests for use of the Eddon Boatyard house. She explained that past practice for decisions regarding waterfront usage has been to form a stakeholders committee to meet and come up with recommendations. After the open house for the Eddon Boathouse in 2008, nothing was brought forward to Council and we need to restart the process in light of these two proposals. She said it should also go before the appropriate Council Committee before coming to the full Council for decision. She asked for council to follow that process rather than approving anything tonight. She continued to explain that even if we leased the house to either organization, it's only permitted for use as a single-family house and it would take an estimated \$300,000 to fix it up; none of which has been budgeted. If a lease is approved the house will remain unused and the city would be bound to a future use that it may not want, and the public has not had the appropriate input. She stressed that we need to work together.

She asked for a motion to continue this matter and to go through the processed used at the Ancich site and other city properties.

No motion came forward, so Mayor Guernsey called for public comment be allowed before Council deliberation.

Alan Anderson – 3225 Shawnee Drive. Mr. Anderson said the city came through for the group last year at Jerisich Park, but it is temporary location that they are making do. He voiced concern that after a meeting in which all everyone was asked to get together and discuss possibilities, a letter from the Boatyard came out denying the request to meet. Another concern is the President of the Boatyard told him there would be no room for the club at the Ancich Property because it's for the commercial fishermen. Mr. Anderson said that they continue to be bumped around after 13 years. During those 13 years he has worked with the youth, and taught them to dream, work hard, and they will accomplish great things. It is time to make a stand.

Adam Bowler – Master Builders. Mr. Bowler addressed the letter submitted on GFC charges. Mayor Guernsey said this would have to wait until public comment.

Helen Barker - 2512 12th Ct. Fox Island. Ms. Barker, a parent of a Gig Harbor Canoe and Kayak athlete and Marketing Chair for the team, shared her kayak racing experience and spoke in support of finding a home for this team. She talked about the teams' successes and asked Gig Harbor to make finding a home for the team an urgent priority. She said that we can cooperatively exist and that these athletes will make the community proud.

Holm Schmidt – 1189 43rd Street. Mr. Schmidt is the new high performance coach for the kayak team. He presented his background. He stressed that you have something nice with these 50+ athletes and they deserve to be supported as future role models. They dream to be Olympians, and they need a home; it cannot be done without a safe place where a high-performance team can be run.

Linda Glein – 3519 Harborview Drive. Ms. Glein addressed the attitude of the Boatshop. She asked Council to reconsider and allow the kayak club to temporarily us this space, as there is room for both. She watches how hard this group works, and there is clearly no progress being made at the Ancich Property. She asked council to read Gary's letter and to please reconsider.

Richard Pifer – 9322 Milton Avenue. Mr. Pifer asked Council to please reconsider as he has been advised that they don't have enough support. He said his full proposal was omitted from the packet and so he submitted it. He then talked about Megan Blunk who was in a tragic accident in high school, and who this team helped her find her way. He read letter from Ben Cheney Foundation asking council to support the club. He thanked council for their support and said he hopes to find a way to share that property.

Kae Paterson – 7311 Stinson Ave. Ms. Paterson said she has tremendous respect for both organizations. What the Canoe and Kayak Club is doing for kids is wonderful, but she has real heart for the Gig Harbor Boatshop. When the city passed a levy to purchase the property, and the Gig Harbor Boatshop programming is what that levy was all about. There has to be room in the harbor for both of them in the harbor, but maybe not at the same property.

David Crocker – 7127 30th Street. Mr. Crocker said daughter is on the team and talked about the perception whether there is room for all the kids at the Eddon Boat site. He talked about their energy, and stressed that these are good kids with great grades. They do a great job and are supported and led by Alan and others who are committed to raising kids with great discipline and character. The idea that there's no room; he just doesn't see it. He sees kids working hard, putting in a ton of effort. These kids will respect rules and Alan will make sure they do so. He asked to give them some help. He said that the other issue is they don't have time to raise money for a new facility on their own. He talked about their successes and asked the city to please help them out.

Avery Bevin – 13715 Goodrich Drive. Mr. Bevin said any time you can get 50 kids to be quiet for two hours listening to stormwater budgeting forecast, you know they are going to be good stewards of a facility. Mr. Bevin said that youth sports teach good characteristics that are lacking today. He talked about how we make decisions that affect the future and asked what kind of kind of legacy we want to leave. These kids are the people that will make this a great community great now and in the years to come. They make us proud by winning national championships. The Gig Harbor Canoe and Kayak Racing Team served hundreds of youths, but they need a place to grow. There is no more worthy group to use this vacant building. It is up to us to support our children, and create a meaningful legacy.

Stephanie Lile - 5227 Bering Street. Ms. Lile serves on the Board of the Boatshop. She said that they support these athletes 100%; the question is the practicalities of use of the site. It's more than a year away from being able to use the house. The Boatshop sees the future of the site as historic and community use site; this is the combined lease proposal they have put forward. She asked that the city respect their lease for the boatshop, dock, and float. She mentioned again the serious space restraints adding that their combined proposal and proposal to manage the site for community use is to make sure to manage safety issues. This will allow them to keep one side of the dock open to the public. The clean-up site adds to the constraints and the floats cannot be expanded. It's not that they don't support the club; it's more of the convergence of activities. The traffic is horrible; there are lots of issues. They have great support for the team to locate at Ancich.

Bob Martin – 5918 78th Ave. NW. Mr. Martin asked if Council intended to make a decision tonight, then commented that his understanding is the lease doesn't include all the property and so the city has made a decision that the property is to be shared. We have a program with proven value and he is proud of a program with three national winners. He doesn't kayak and has no personal connection but we should be proud as a community. He asked that any decision be fair to all parties and will build friendships and be beneficial to the entire community. There is room to share, and this property should be shared.

Bryse Paffile - 1020 Hyak Drive, Fox Island – Mr. Paffile said he is testimony of the Gig Harbor Canoe and Kayak Racing Team as he went through the program. He described his history with the team and said it's been quite an amazing experience. He described how the program has made such a difference in his life. He shared how the team has helped with trash cleanup and directing traffic, saying they try and keep their boats contained in the park. He thanked Council for the opportunity to be in the park, and asked to allow them to have a home that will allow them to grow, to have a solid base, and will allow them to help in the community. He is also a tour guide at GH Rent a Boat and he points out the boats and kayaks and how we can preserve what we have making way for the future.

Lita Dawn Stanton – 1722 Sullivan Drive. Ms. Stanton said that the Kayak Club is an amazing group and we are fortunate to have such a robust organization in the community with the ability to get national attention. She referred to article about Home Schmidt stressing that there is no question that this club will continue to grow; adding that they deserve a space in Gig Harbor. She commented that Council made a commitment in 2006 with the bond to purchase the land and save the building and its traditional use for boat building; that did not include recreational boating. As tenant, Gig Harbor Boatshop is doing what was promised. Their lease and proposal submitted in 2013 is for low intensity use of the house and preserves use for public space. If you put another organization in there, open public use is gone. She said that asking both organizations to share Eddon Boat Park is not feasible. She suggested asking engineering to check the feasibility of the intensity of use at that corner, and whether adding another float on a clean-up site is feasible before making a decision that could pit one organization against the other. She asked Council to honor the Boatshop lease and look at what's realistic for site.

Eric Carlson – 5327 78th Ave NW. Mr. Carlson, Vice President of GH Boatshop, shared a message from Guy Hoppen regarding the Council's vote a decade ago to save the house as an historic extension of the boatshop site. This vote came about at the advice of the state's preeminent historic structures expert, Michael Sullivan. The proposal before Council tonight integrates Mr. Sullivan's advice and the Boatshop's vision for the house to become a multiple use waterfront venue for all the citizens. They have been methodical and patient in their approach to the Eddon site, funding quite a bit themselves. They are not afraid to continue to fund the infrastructure and will continue to meet their obligations while doing their best to help get the house ready to use. They asked the city to maintain the Eddon Boatyard at its unique working waterfront site by approving their proposal.

Nani Woodard 3604 East Roosevelt Drive. Ms. Woodard explained that she is an athlete on the Gig Harbor Canoe and Kayak Racing Team. She said that prior to this, she belonged to a swim team that also didn't have a home; but they made do. Multiple Olympic athletes came from that swim team but the team barely exists because they have no home and no support. The Canoe and Kayak team has the potential to produce Olympic athletes, and she would hate to see that fall apart. She urged the city to let them have a home.

Nigel Davey – 7810 Stinson Avenue. Mr. Davey retired here two years ago because Gig Harbor is a wonderful place and they fell in love with the essence. He explained that the dock at the Boatshop is 17 x 25 feet and already has a large boat for that size moored there. The Porpoise fills the site and so there is no room left for a bunch of kayaks. He stressed that the kayak club does a fantastic job; they are an enormous success and work incredibly hard. They should have a space, but not the Gig Harbor Boathouse. It is on us to find them a home. He suggested that the city raise another bond to find a place for them, to explore ways to get them what they deserve.

Ken Lund – 2204 State Game Access, Crescent Lake. Mr. Lund observed that Council didn't respond to the Mayor's plea which he said was disheartening. He commented that he is a huge supporter of the Boatshop, and referred to comments about too much density, saying that he has not seen it. He suggested a traffic study to validate whether there is overuse of the site. He said it's interesting we talk about supporting a vision of past verses supporting the youth of our future. His family had made the decision to move out of Gig Harbor because this community doesn't supports youth like others they have lived in. He

urged Council that before you make a decision to not just support the past, but to support the future generations of this community.

Kathryn Henson - lives outside city limits. Ms. Henson, an athlete on the kayak team, talked about her experience with the sport. She said it inspired her to do more and gave her the drive to do better in school. When she started they were in the parking lot with a trailer and they all worked to keep it clean and continue to do so. They do beach cleanups and they've kept the community nice. It's sad they don't have a home, but their home is where they go and work. It would be really nice to have a forever home.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said he was the one who originally suggested a bond to save Eddon Boat Property as it was slated to become a subdivision. Mayor Wilbert was opposed at first but he suggested to leave it up to the citizens to decide. He gave a brief history of the site, and said he likes the Mayor's suggestion of a committee. He stressed that no one considers parking; there is none at either site mentioned tonight. He owns property in the area and doesn't know where you will put cars. The kayakers do a great job; it's a fantastic youth program. The kayaks are stored at the Skansie Park, and at times they are stacked all over the park. He asked if the taxpayers obligated to support buildings for private organizations, and what the lease options will be.

There were no further public comments. Mayor Guernsey turned it over to Council for discussion.

Councilmember Payne responded to several of the public comments. He provided the some background for the purchase of the Ancich property and future plans which include public direction for this as the site for people powered vessels. He talked about support for both organizations and a desire to work together to find a permanent home for the kayak club, suggesting that it might be time for another bond.

Councilmember Lovrovich also talked about the vision for Eddon Boat and Anich Park and offered her support for the Ancich site to be a home for the club. She said she doesn't want to waste time on Eddon Boat as it's such a constrained site, but rather would invest time in a home at the Ancich Waterfront Park.

Councilmember Perrow discussed his involvement when the recommendation to open the Eddon Boathouse up for public use came about but never happened due to lack of funding. He talked about the challenges of the site and increase in non-motorized vessels. He shared his experience with the Crystal Mountain Ski Club which accomplished great things through adversity and also without a permanent site. He said Skansie Park is not an ideal solution but better than the parking lot. He credited Councilmember Lovrovich for efforts to bring the parties together for a solution at the Ancich Waterfront Park. He talked about the continuing efforts to obtain grants and the challenges at the Eddon Boat Park site. He stressed that he is open to solutions at the Skansie site to meet the demand; this is a top priority and he is committed to finding a permanent home.

Councilmember Ekberg stressed that the city has tried to support kayak club at Skansie Park and Jerisich Dock. In response to comments on sharing, he said the Boatshop proposal does more to share the house with the community. He talked about the evening when the public told Council they couldn't allow Eddon Boat to be demolished and the resulting bond issue that allowed it to be saved. He voiced his concern that the city acquires property but

we don't have money to make the necessary improvements. The public should have access to these properties and so it's time to put together a parks bond issue to go out for the money for these wonderful organizations and opportunities for the rest of the public to enjoy. He said he would be happy to get behind this effort; it was successful before and we can't just wait for grant money, we have to do this ourselves.

Councilmember Arbenz said that it is great to see so much energy and passion behind city issues. He said that in regards to buildings or premises, there is a tendency for government to either do nothing or to do too much to the expense of doing it well. We do have something going well and we don't want to disrupt that. What the kids do is incredible; he is committed to a healthy lifestyle and so he fully supports this group. In this case it doesn't seem to be the right move at this time.

Councilmember Malich agreed with the position that the Boatshop is the reason we have Eddon Boat Park, and the house. He remembers fighting to keep the house. He originally supported the idea of the kayak club locating there until he found out all the constraints. He said he supports the Boatshop use of the house. He then talked about monetary support for the kayak club to build a permanent spot. He spoke in favor of a park bond for the Ancich Waterfront Park. Taxpayers will resist and so it has to be restrained and said he supports a stakeholders committee.

MOTION: Move to accept the Eddon Boat proposal.
Lovrovich / Malich – unanimously approved.

After addressing questions, Mayor Guernsey said she would work with staff to bring back a resolution in support of a bond effort for the Ancich Property.

8. Skansie Netshed Grant Contract Approval. City Administrator Ron Williams presented this agreement to transfer the rights and obligations of the Heritage Capital Projects grant from Coastal Heritage Alliance to the City of Gig Harbor. He addressed questions.

John Moist 3323 Harborview Drive. Mr. Moist, Treasurer of the Skansie Netshed Foundation, reported on the successful Salmon Dinner effort. He asked city to allow leeway to allow them to open the netshed during concerts and Farmer's Market so not to lose momentum.

Mr. Williams said that the next step is to issue a Request for Proposals. He asked about amendments suggested by the state before approval. Staff was directed to hold the RFP open for ten business days after State approval of the RFP.

MOTION: Move to approve and authorize the Mayor to execute a contract with the Washington State Historical Society to complete work on a grant at the Skansie Netshed amended to remove the language in No. 4 related to the Commencement Boat Tours.
Payne / Lovrovich - unanimously approved.

Council concurred that they would like the Tourism Department to work with the Skansie Netshed Foundation to open the netshed until the RFP is finalized.

CITY ADMINISTRATOR / STAFF REPORT:

1. Pierce County Comprehensive Plan Amendments. Jennifer Kester summarized the Pierce County Comprehensive Plan Periodic update process called Realize 2030. She noted that staff had reviewed the proposal which is currently at Council Committee and had no concerns. She highlighted the Purdy Interchange LLC land use map amendment (Application M-5) explaining that the proposal includes changing employment center designations around Peninsula High School and Purdy Elementary to a Mixed Use designation as that is more appropriate due to topography and critical areas on that land.

2. Wastewater Treatment Plant Phase II Expansion Budget. City Administrator Ron Williams reported that the project came in \$137,451.00 under budget and ahead of schedule largely due to efforts by the Engineering Department and Engineering Inspection Supervisor George Flannigan.

3. Tree Removal on Soundview Drive. Public Works Director Jeff Langhelm reported that a tree located at Autumn Crest needs to come down immediately due to laminated root rot. It will be challenging due to busy roadway, and so they plan on hiring a contractor.

PUBLIC COMMENT:

Adam Boler - Master Builders Association. Mr. Boler addressed impact fees. He asked the city to move the vesting date for impact fees or GFC charges to the date the preliminary plat is submitted. He said the other issue is to ask the city to consider early adoption of the policy with the option for deferment of impact fees that is slated for September 1, 2016. This would be a tremendous help to small builders.

MAYOR'S REPORT / COUNCIL COMMENTS:

Mayor Guernsey gave an update on US Open which was a great event. She thanked everyone who participated. She recognized Tourism and Communications Manager Karen Scott and Al Abbott.

Al Abbott said that the preliminary report said that the shuttle made over \$20,000.

Councilmember Lovrovich said the Farmer's Market has been fabulous. She asked for volunteer support to help vendors set up and break down. She then mentioned the Downtown Waterfront Walking Tour on Saturday at 10:00 a.m. that has been very successful.

Councilmember Payne encouraged everyone to come to the Market. He also mentioned the US Open and the final trophy presentation to Jordon Speith in which he mentioned that his caddy is from Gig Harbor.

Councilmember Ekberg said the caddy's wife was in his wife's kindergarten class. He then talked about the Gig Harbor Garden Tour to support literacy.

Councilmember Malich asked if there would be a published report on the economic impact of the US Open.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center closed on Friday July 3rd in observance in Independence Day.
2. Planning/Building Committee: Mon. Jul 6th CANCELLED.
3. Public Works Committee: Mon. Jul 13th at 4:00 p.m.

ADJOURN: The meeting adjourned at 9:12 p.m.

Tim Payne, Mayor Pro Tem

Molly Towslee, City Clerk

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

TO: MAYOR OF GIG HARBOR

June 16, 2015

SPECIAL OCCASION #: 094717

GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE
3311 HARBORVIEW DR, STE 101
GIG HARBOR WA 98332

DATE: JULY 23, 2015

TIME: 5 PM TO 8 PM

PLACE: BLACKWATER GALLERY - 7706 PIONEER WAY, GIG HARBOR

CONTACT: MARY DESMARAIS 253-514-0071

SPECIAL OCCASION LICENSES

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

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

- | | | |
|--|-----------|----------|
| 1. Do you approve of applicant? | YES _____ | NO _____ |
| 2. Do you approve of location? | YES _____ | NO _____ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES _____ | NO _____ |

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

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

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

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

TO: MAYOR OF GIG HARBOR

June 16, 2015

SPECIAL OCCASION #: 094717

GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE
3311 HARBORVIEW DR, STE 101
GIG HARBOR WA 98332

DATE: JULY 23, 2015

TIME: 5 PM TO 8 PM

PLACE: TICKLED PINK - 3026 HARBORVIEW DRIVE, GIG HARBOR

CONTACT: MARY DESMARAIS 253-514-0071

SPECIAL OCCASION LICENSES

- * __ Licenses to sell beer on a specified date for consumption at a specific place.
- * __ License to sell wine on a specific date for consumption at a specific place.
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| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES _____ | NO _____ |

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

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

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

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

TO: MAYOR OF GIG HARBOR

June 16, 2015

SPECIAL OCCASION #: 094717

GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE
3311 HARBORVIEW DR, STE 101
GIG HARBOR WA 98332

DATE: JULY 23, 2015

TIME: 5 PM TO 8 PM

PLACE: BELLA KITCHEN & HOME - 3311 JUDSON ST #110, GIG HARBOR

CONTACT: MARY DESMARAIS 253-514-0071

SPECIAL OCCASION LICENSES

- * ___ Licenses to sell beer on a specified date for consumption at a specific place.
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- * ___ Beer/Wine/Spirits in unopened bottle or package in limited quantity for off premise consumption.
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If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|--|-----------|----------|
| 1. Do you approve of applicant? | YES _____ | NO _____ |
| 2. Do you approve of location? | YES _____ | NO _____ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES _____ | NO _____ |

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

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

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

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

TO: MAYOR OF GIG HARBOR

June 16, 2015

SPECIAL OCCASION #: 094717

GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE
3311 HARBORVIEW DR, STE 101
GIG HARBOR WA 98332

DATE: JULY 23, 2015

TIME: 5 PM TO 8 PM

PLACE: GALLERY ROW - 3102 HARBORVIEW DRIVE, GIG HARBOR

CONTACT: MARY DESMARAIS 253-514-0071

SPECIAL OCCASION LICENSES

- * Licenses to sell beer on a specified date for consumption at a specific place.
- * License to sell wine on a specific date for consumption at a specific place.
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- | | | |
|--|------------------------------|-----------------------------|
| 1. Do you approve of applicant? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

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

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

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

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

TO: MAYOR OF GIG HARBOR

June 16, 2015

SPECIAL OCCASION #: 094717

GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE
3311 HARBORVIEW DR, STE 101
GIG HARBOR WA 98332

DATE: JULY 23, 2015

TIME: 5 PM TO 8 PM

PLACE: GIG HARBOR AUDIO - 8805 NORTH HARBORVIEW DRICE STE 201, GIG HARBOR

CONTACT: MARY DESMARAIS 253-514-0071

SPECIAL OCCASION LICENSES

- * __ Licenses to sell beer on a specified date for consumption at a specific place.
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If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objections to the issuance of the license. If additional time is required please advise.

- | | | |
|--|-----------|----------|
| 1. Do you approve of applicant? | YES _____ | NO _____ |
| 2. Do you approve of location? | YES _____ | NO _____ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES _____ | NO _____ |

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

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

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

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

TO: MAYOR OF GIG HARBOR

June 16, 2015

SPECIAL OCCASION #: 094717

GIG HARBOR DOWNTOWN WATERFRONT ALLIANCE
3311 HARBORVIEW DR, STE 101
GIG HARBOR WA 98332

DATE: JULY 23, 2015

TIME: 5 PM TO 8 PM

PLACE: SEA HAGS - 8805 N HARBORVIEW DRIVE STE 201, GIG HARBOR

CONTACT: MARY DESMARAIS 253-514-0071

SPECIAL OCCASION LICENSES

- * Licenses to sell beer on a specified date for consumption at a specific place.
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- | | | |
|--|-----------|----------|
| 1. Do you approve of applicant? | YES _____ | NO _____ |
| 2. Do you approve of location? | YES _____ | NO _____ |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES _____ | NO _____ |

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

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

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



NOTICE OF LIQUOR LICENSE APPLICATION

JWE

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 6/19/15

UBI: 603-512-233-001-0001

License: 076567 - 1U County: 27
Tradename: PANDA GARDEN
Loc Addr: 5500 OLYMPIC DR. AH103
GIG HARBOR WA 98335-1487
Mail Addr: 9312 SOUTH TACOMA WAY STE 170
LAKEWOOD WA 98499-4466
Phone No.: 253-222-3035 MEI (MICHELLE) LEE

APPLICANTS:
PANDA GARDEN, INC.
LEE, WANG CHIAO 1953-12-26
LEE, MEI HSIANG 1959-02-20

Privileges Applied For:
BEER/WINE REST - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

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

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Whereas, Colonel Daniel E. Soller entered the United States Army as a Distinguished Military Graduate from the University of Notre Dame in 1990; and

Whereas, Colonel Daniel E. Soller served in Afghanistan, Iraq, Germany, and the United States; and

Whereas, Colonel Daniel E. Soller has commanded the 201^s Battlefield Surveillance Brigade at Joint Base Lewis-McChord since 2013; and

Whereas, Colonel Daniel E. Soller has received numerous major awards and decorations including the Bronze Star Medal with two Oak Leaf Clusters (OLC), Defense Meritorious Service Medal, Meritorious Service Medal with three OLC, Army Commendation Medal with OLC, Army Achievement Medal with two OCL, the Ranger Tab, the Expert Infantryman Badge, the Airborne Badge, and NATO Medals (Bosnia and Afghanistan); and

Whereas, Colonel Daniel E. Soller has been a valued member of the Gig Harbor community by engaging our citizens and the government of Gig Harbor and Pierce County and has participated in many civic functions; and

Whereas, Colonel Daniel E. Soller has been an outstanding representative of the United States Army to all citizens of Gig Harbor;

NOW THEREFORE, BE IT RESOLVED that I, Mayor Jill Guernsey and the City Council of the City of Gig Harbor do hereby acknowledge the outstanding service of Colonel Daniel E. Soller as the Commander of the 201st Battlefield Surveillance Brigade and we wish him Godspeed in his continued assignments in service to our Nation.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 13th day of July, 2015.

Jill Guernsey, Mayor

Date

MINUTES
CITY OF GIG HARBOR
PUBLIC WORKS COMMITTEE
RESCHEDULED MEETING DATE:
Monday, June 15, 2015 – 3:00 p.m.
Public Works Conference Room

CALL TO ORDER / ROLL CALL:

OLD BUSINESS:

1. [Utility Rate Review – Ashley Emery / Peninsula Financial Consulting.](#)
Ashley Emery provided an update on the proposed GFC and Utility Rates increases that included the existing facilities component. He stated that the capital component has gone up since adding the PW Operations building however the recommendation has been to keep the numbers as originally proposed.



Mr. Emery addressed Councilmember Malich's question on how the rates are balanced between GFCs and monthly utility rates and explained that it is based on two premises: its either growth or non-growth related, and it is based on guidelines by the state and industry. He used an annual growth rate of 1.3 and stated that it is a valid target for the six-year period.

Councilmember Ekberg asked if it is necessary to do a rate analysis every six years as opposed to doing minor rate increases each year. Mr. Emery stressed that the best planning practice is a ten-year analysis that looks ahead at the forecasts of all of the utilities. He stated that it is good to be competitive and important to look at the city's current needs. If the city allows the reserves to go too low it creates a financially dangerous situation. He gave a simple funding analogy using the construction of the Wastewater Treatment Plant Phase 2 as being the car and the construction of a new lift station as being the tires and said it is good to finance the car but pay for the tires with reserves.

Mr. Langhelm said that two public informational sessions were held on May 27 for GFCs with six people from the development community in attendance and on June 2 for the monthly rate payers whereby seven people attended.

The public hearing and first reading of the ordinance is scheduled on June 22, 2015 with a proposed effective date of August 3, 2015 for 2015 and then January 1 for the next 5 years.

NEW BUSINESS:

1. Wastewater Comprehensive Plan Amendments: Sewer Basin # 8, #10, and [#11.](#)  

Public Works Director Langhelt introduced two technical amendments to the city's 2009 Wastewater Comprehensive Plan related to sewer basin #8, #10, and #11. The first amendment is related to the proposed Fox Run Plat with is a 6.98-acre residential plat that consists of 23 single family lots located on 38th Avenue and located in sewer basin #10 which is obligated to construct lift station #10, as there is currently not a sewer lift station to serve the plat. The developer John Holmaas has requested an interim measure to allow the Plat to discharge to sewer basin #8. Mr. Langhelt stated that in 2008, as part of the city's 56 Street/Olympic Drive Improvement Project, the city installed over \$200,000 worth of dry sewer mains that are intended to serve plats along 38th Avenue, including the Fox Run Plat. This requested amendment would greatly reduce the likelihood of the city's investment ever being utilized. He further explained that a dry sewer would be required to be built and homeowners would be required to connect to Lift Station #10 when it is constructed. Councilmember Ekberg expressed concerns for future homebuyers who could be very surprised to find out that they are expected to pay to hook up at the time Lift Station #10 is built. An agreement and notation on the actual Plat was discussed.

The Public Works Committee recommended to proceed forward with this comprehensive plan amendment. Mr. Langhelt stated that he would prepare a resolution which would be presented to full city council at the June 22nd council meeting.

Mr. Langhelt then introduced a second amendment to the Wastewater Comp Plan which is from city staff. He explained that this amendment due to the installation of the deep sewer line installed by the city in 2008 as part of the 56th Street/Olympic Drive Improvement Project would relocate the sewer basin line that would separate sewer basin #10 and #11. The deep sewer line allows collection from a larger sewer basin to the south than originally anticipated.

The Public Works Committee recommended to proceed forward with this second comprehensive plan amendment. Mr. Langhelt stated that he would prepare a resolution which would be presented to full city council at the June 22nd council meeting.

2. [Forest Lawn Utility Extension Agreement.](#)  

Mr. Langhelt presented a request from a utility extension agreement for eight sewer connections from Radiance Homes, LLC to extend city sewer along 46th Avenue (Skansie Ave.) to the proposed Forest Lawn Plat. He explained that this Plat would connect to the city's existing gravity sewer main at the Skansie/Hunt Street intersection to the city's recently constructed lift station at this intersection.

Mr. Langhelm said that he suggested that they consider annexing into the city. The developer would be required to pay 1.5 times the monthly sewer rates and General Facilities Charges. The developer was not interested in annexing.

The Public Works Committee recommended proceeding forward with the proposed utility extension agreement that will be presented to full council on June 22nd.

PUBLIC COMMENT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:



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

Subject: Resolution No. 1001 – Wastewater Treatment Plant UV Disinfection System Purchase

Proposed Council Action: Move to approve Resolution 1001 for the proposed Wastewater Treatment Plant UV Disinfection System purchase.

Dept. Origin: Public Works

Prepared by: Stephen Misiurak, PE 
City Engineer

For Agenda of: July 13, 2015

Exhibits: Resolution and Exhibit

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial &
Date

POW 6/29/15
Per email date 6/29/15
6/29
6/26/15
6/25/15

Expenditure Required	\$292,239.32	Amount Budgeted	\$ 9,886,000.00	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

The adopted 2010 Department of Ecology (DOE) engineering report for the Waste Water Treatment Plant (WWTP) Phase II upgrades identified the need for the City to convert from its current use of sodium hypochlorite for the disinfection of the plant’s effluent discharge to an ultraviolet light (UV) disinfection process. In 2013, the City performed an engineering analysis, to identify the most qualified UV equipment for the City’s application. The results of the engineering recommended the City purchase the Ozonia Aquaray 40 HO UV disinfection system. Purchase of this system is necessary at this time due to the long term lead time required in the manufacturing of this system as each system is custom built to each of the user’s hydraulic and physical needs. Once purchased and delivered, this new system will be installed by the selected general contractor, who has yet to be determined, as the project for the overall WWTP improvements is currently out to bid.

FISCAL CONSIDERATION

The overall budget allocated for the WWTP PH 2 improvements is \$9,886,000.00. The cost for the Ozonia Aquaray 40 HO UV system is \$292,239.32, including retail sales tax, which will be funded from the currently allocated WWTP PH 2 improvement budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to approve Resolution 1001 for the Wastewater Treatment Plant UV Disinfection System purchase.

RESOLUTION NO. 1001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON WAIVING THE REQUIREMENT FOR COMPETITIVE BIDS FOR PURCHASE OF UV DISINFECTION SYSTEM FOR THE WASTEWATER TREATMENT PLANT FROM OZONIA NORTH AMERICA, LLC.

WHEREAS, a required integral component of the WasteWater Treatment Plant (WWTP) improvements, is a new ultraviolet (UV) disinfection system, that will replace the existing hypochlorite effluent disinfection system. This component was originally identified in the adopted 2010 Department of Ecology (DOE) "Engineering Report for the WWTP Phase II Improvements" ; and

WHEREAS, the HDR Engineering, Inc, "WWTP Disinfection Equipment Evaluation, Technical Memorandum", dated September 26, 2013 recommended the Ozonia UV Aquaray 40HO system, based upon both the noneconomic and economic evaluations; and has the lowest life long term cycled costs;

WHEREAS, the City's purchasing policy set forth in Resolution No. 593 authorizes the waiver of competitive bidding in the event the product comes from a sole supplier; Now, therefore,

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

Section 1. Waiver of Competitive Bidding. As authorized by Section 2 of Resolution No. 593, competitive bidding is hereby waived for the purchase of Ozonia UV Aquaray 40HO disinfection system, as Ozonia North America, LLC is the sole

supplier of the product.

RESOLVED this 13th day of July, 2015.

CITY OF GIG HARBOR

MAYOR, JILL GUERNSEY

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 1001



WWTP Phase 2 Expansion Budget Estimate Summary (CSSP-1205)

410-022-594-35-65-86

June 26, 2015

Design		Allocated Funds	Payments Incurred	Project Balance
Design Services	Cosmopolitan Engineering Group	\$909,110	\$901,916	\$7,194
Design Review Services	Parametrix, Inc.	\$193,969	\$168,028	\$25,941
HDR UV Study	HDR Engineering, Inc.	\$10,000	\$9,152	\$848
Habitat & Stream Buffer Mitigation Plan	Grette Associates, LLC	\$15,433	\$7,651	\$7,783
City Engineering Staff Time	City of Gig Harbor	\$10,000	\$0	\$10,000
		<i>subtotal</i>	\$1,138,512	\$1,086,747

Construction		Allocated Funds	Payments Incurred	Project Balance
Project Management				
Project Management	Cosmopolitan Engineering Group-Estimate	\$391,512	\$181,404	\$210,108
	Parametrix-Estimate	\$255,555	\$154,233	\$101,322
Material Testing	Construction Testing Laboratories	\$14,747	\$9,651	\$5,096
Material Testing City Engineer CO Approvals		\$2,000	\$0	\$2,000
Plans/Specs Printing Costs	ARC (Drawings & Specs)	\$14,963	\$14,963	\$0
MISC. A	BXWA, DJC, Gateway	\$278	\$278	\$0
MISC. B	PCRCD (as of 7/1/14)	\$857	\$857	\$0
City Engineering Staff Time	City of Gig Harbor	\$10,000	\$0	\$10,000
		<i>subtotal</i>	\$689,912	\$361,386

Construction		Allocated Funds	Payments Incurred	Project Balance
Construction Contract	Beisley INC (Includes Retainage)	\$2,142,519	\$2,113,593	\$28,926
City Engineer Change Order Authorization		\$25,000	\$77	
City Building Permit Fees	Building Permit	\$20,000	\$16,127	\$3,873
	Plumbing & Mechanical Permit	\$1,500	\$0	\$1,500
	Clear & Grade Permit (not needed)	\$0	\$0	\$0
	Block Wall Permit	\$1,184	\$1,184	\$0
	Temporary Certificate of Occupancy	\$236	\$236	\$0
Equipment	Pape -Tele Handler Forklift	\$150,408	\$150,408	\$0
UV Equipment Procurement	Ozonia North America, LLC	\$292,239	\$0	\$292,239
TAB-Trac Mobile System for Box Storage	Dept. of Correctoins - Correctional Indu	\$79,092	\$75,752	\$3,340
Job Shack Costs	Printer: 341.74	\$342	\$342	\$0
On Site Storage Containers		\$7,500	\$5,644	\$1,856
		<i>subtotal</i>	\$2,720,020	\$2,363,363

Total Estimated Design & Construction Costs	\$4,548,443	\$3,811,496	\$712,024
For Phase2 A & B Construction			

Funding Sources	
PWTF Loan	\$4,845,850
City Funds	\$5,040,150

Total Funding PH2 a & B	\$9,000,000
CM Services PH 2	\$500,000
Contingency	\$386,000
Total Funding PH2 A & B	\$9,886,000
Funding Available for PH 2 Mechanical (B)	\$5,337,557

May 28, 2015

TO: ALL BIDDING CONTRACTORS

Re: Ozonia North America Proposal No. P13-253Q Rev. 2
Aquaray® 40 HO Vertical UV Disinfection System
Wastewater Treatment Plant UV System
City of Gig Harbor, WA

We are pleased to enclose for your consideration Ozonia North America's Proposal No. P13-253Q Rev. 2 covering the Aquaray® 40 HO Ultraviolet Disinfection equipment that we will be providing per the Request for Proposals dated August 21, 2013 for the Ultraviolet Equipment.

Ozonia North America is a world leader in UV and ozone disinfection technologies, with over 600 Aquaray® Vertical Lamp UV installations in North America and is the preselected UV equipment manufacturer for this project.

If you have any questions or require additional information, please don't hesitate to contact our local Representative:

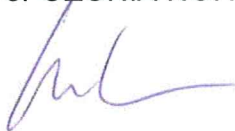
LOCAL REPRESENTATIVE

Joe Kernkamp
APSCO LLC
T 425-822-3335
C 206-890-4039
www.apsco-llc.com
jkernkamp@apsco-llc.com

REGIONAL MANAGER

INFILCO DEGREMONT
Ms. Susan Pilgram
Cell: 303-652-7139
Email: susan.pilgram@infilcodegremont.com

Sincerely,
For OZONIA NORTH AMERICA



Pedro DaCruz
Sales Director

Proposal and Contract

TO: ALL BIDDING
CONTRACTORS

Proposal No.: P13- 253Q Rev. 2

Date: May 28, 2015

For: Aquaray® 40 High Output Vertical Lamp
Ultraviolet Disinfection System
City of Gig Harbor, WA

(hereinafter referred to as "Purchaser")

Ozonia North America Inc (hereinafter referred to as "ONA") offers to furnish the following described materials and equipment ("Products") and/or services at the prices ("Purchase Price") stated herein and in accordance with the Conditions of Sale and other provisions contained or referenced herein. This Proposal shall remain in effect until December 31, 2015 and shall expire at that time unless extended in writing by ONA. The Purchase Price is based upon only the Conditions of Sale and other provisions specifically contained or referenced herein. Purchaser's acceptance of this Purchase Price, whether by issuance of a purchase order or otherwise, or acceptance of delivery of the Products and/or services furnished hereunder, shall be considered acceptance by the Purchaser of all the Conditions of Sale and other provisions contained or referenced herein, notwithstanding any statement in Purchaser's acceptance or order to the contrary. ONA hereby objects to and rejects any proposal by Purchaser to modify, amend, limit, add to or delete any of the Conditions of Sale or other provisions contained or referenced herein unless expressly accepted in writing by ONA.

This Proposal and any resulting contract shall be referred to hereinafter as "this Contract".

AQUARAY® 40 HIGH OUTPUT VERTICAL LAMP SYSTEM

The UV Disinfection system that we are offering is based on the Ozonia high output vertical lamp design and is to be installed in concrete open channel(s) furnished by others. The system includes lamp modules, Power Distribution and Data Center, eye shield/mounting rails, interconnecting cables, automatic cleaning system, spare parts, and field service.

PROPOSED UV SYSTEM INFORMATION AND SCOPE:

	Quantity
Number of Concrete Channels (provided by others)	2
Number of Aquaray® 40 HO Modules	6
Number of Aquaray® 40 HO (Excluding Spares)	240
Number of UV Intensity Sensors	6
Number of Power Distribution and Data Centers (PDDCs)	1
Number of Module Mounting Rails/ Eye Protection Plates	8
Number of Stepdown Transformers	1
Number of Power Cables	6
Number of Data cables	6
Number of Wireways	2
Number of Cleaning Tanks	1
Number of Baffle Plates	2
Number of Spare Parts	One (1) Lot

**AQUARAY® 40 HO VERTICAL LAMP UV DISINFECTION SYSTEM
SCOPE OF SUPPLY****1. AQUARAY® 40 HIGH OUTPUT VERTICAL LAMP MODULES:**

Quantity - 6

Each module is completely assembled, including UV lamps and mechanical wipers, ready for installation by the Contractor. Installation involves simply lowering the UV modules into the UV contact channel between the module mounting rail/eye protection plates and making two connections; power and data. Module materials of construction will be 316 stainless steel.

2. UV INTENSITY SENSORS:

Quantity - 6

These will be delivered boxed and need to be connected to one module in each bank by the Contractor. One end simply attaches to the stainless steel deflector adjacent to a lamp in the array via a threaded connection. The other end screws into a connector on the underside of the module enclosure.

3. MODULE MOUNTING RAILS/EYE PROTECTION PLATES:

Quantity - 8

These are bolted into the channel(s) between each Aquaray® module by the Contractor using drill-in-place anchor bolts, 4 per mounting rail. Anchor bolts will be provided.

4. POWER INTERCONNECT CABLES:

Quantity - 6 total for the system

Power Interconnect Cables will be provided in between the PDDC and the UV modules in each channel. Field termination and interconnection will be the Contractor's responsibility.

Each power cable consists of three (3) 6-gauge conductors with lengths cut to size for each module location and PDDC numbered terminals. Maximum cable length is 75.0 ft.

5. DATA INTERCONNECT CABLES:

Quantity - 6 total for the system

Data Interconnect Cables will be provided in between the Power Distribution and Data Center (PDDC) and the UV modules in each channel. Total maximum cable length is 75.0 ft.

6. 6" SQUARE WIREWAY:

Quantity - 2

A wireway per channel will be provided for the power and data cables. The wireway has to be mounted and fixed along the UV disinfection channel by the Contractor per our recommendation and as shown on the UV equipment contract drawings. Anchor Bolts are included.

7. POWER DISTRIBUTION AND DATA CENTER (PDDC):

Quantity -1

The PDDC will be fully assembled, but will need to be anchored into position by the Contractor and terminations made as described herein. Power requirement of 230V/3ph/60Hz will be provided via a stepdown transformer provided by Ozonia (installation by others). The PDDC includes the PLC based UV control system, which can be either a Siemens SIMATIC S7 with MP377 12" touchscreen or an Allen Bradley CompactLogix with Panelview 1000 PLUS touchscreen. The Contractor, as described herein, shall make terminations and interconnections between the wireway and the PDDC.

8. STEPDOWN TRANSFORMER :

Quantity - 1

One (1) 460Delta-230Y/133VAC/3ph/60Hz/75kVA stepdown transformer will be provided by Ozonia for installation by the contractor. The contractor will be responsible for making connections between the transformer and the PDDC and MCC.

9. OUT OF CHANNEL CLEANING SYSTEM:

Quantity - 1

One (1) out of channel cleaning system will be provided by Ozonia, and includes the following items:

- One (1) stainless steel tank liner with overall dimensions of 42" x 36" x 72"H with drain stub. Interconnecting piping and drain valves are to be provided by the Contractor.
- One (1) cleaning system exerciser to drive the wiping system while the module is in the cleaning tank.

10. BAFFLE PLATES

Two (2) 304 SS baffle plates will be provided by Ozonia for installation by the contractor.

10. SPARE PARTS:

One (1) lot of Spare Parts as described below:

- a. 12 UV Lamps
- b. 12 Quartz Sleeve
- c. 12 Wiper Rings
- d. 2 Ballasts
- e. 2 Operator's Kit (face shield, gloves, cleaning solution, UV warning sign)

11. FIELD SERVICE:

The services of a fully qualified Service Engineer will be provided for pre-installation inspection, start-up and operator training:

- Total number days field service to be provided – 5 maximum
- Number of trips – 2 maximum

NOTES AND CLARIFICATIONS:

1) Any other items not specifically listed in this proposal or noted in the following are to be provided by others. These items to be provided by others include:

- > Any Piping, Channel Drains, Inlet/Outlet Isolation Gates and Valves
- > Lifting equipment – ½ ton jib crane
- > Interconnecting Conduit between the panels and modules
- > Any Walkway Grating
- > 4-20 mA Signals
- > SCADA integration
- > Installation of the equipment
- > The cost for the on-site performance testing including the cost of collection, transportation and laboratory analysis of effluent samples is the responsibility of the Contractor/Owner



PERFORMANCE PROCESS GUARANTEE

SCOPE AND TIME LIMITATIONS. ONA guarantees the process results specified below for a period of two (2) years from start-up, only if the Products are operated properly under conditions, loads and parameters as stated below. In any event, successful completion of performance testing, whether performed with or without the participation of ONA, shall be sufficient evidence that the requirements under this guarantee have been met and shall release ONA from further obligations pursuant to this Performance Process Guarantee.

NOTICE REQUIREMENT AND REMEDY. ONA shall, upon receipt of written notice within thirty (30) days of any breach of or failure under this guarantee, determine whether ONA is responsible for the Product's failure to fulfill this Performance Process Guarantee. If it is determined by ONA that ONA is responsible, ONA shall make every reasonable effort to correct the failure by adjusting or altering the Products or specific part of the Products to which the failure is attributable or by providing new or additional Products or parts of the Products at its expense.

INDEMNITY. If it is determined for any reason that ONA is not responsible for any breach of or failure under this guarantee, Owner shall pay ONA for all costs incurred by ONA in investigating and substantiating Product process conformance with this Performance Process Guarantee.

EXCLUSIONS. If any changes occur in load or composition of the material being treated, if the Products are not stored, installed, maintained and correctly operated in accordance with ONA's written instructions and requirements, or if the Products are subjected to misuse, neglect, corrosion, or accident, this Performance Process Guarantee shall be null and void.

LIMITATION OF LIABILITY. ONA's total liability, including costs incurred or expended by ONA in attempting to correct all process deficiencies, shall not, under any circumstances, exceed in the aggregate the total Purchase Price under this contract or, if such failure is attributable to only a specific part or item of the Products provided hereunder, the value of the specific part or item that has failed to meet guaranteed process results. Under no circumstances shall ONA be liable for any special, incidental, indirect, statutory, exemplary, punitive or consequential damages, of any kind whatsoever, or for any lost profits, business or revenue, loss of use or goodwill, or other lost economic advantage, arising out of or related to or arising from ONA's obligations under this Performance Process Guarantee, whether such claims are based on breach of contract, breach of warranty, strict liability, tort, any federal or state statutory claim, or any other legal theory and even if ONA knew, should have known, or has been advised of the possibility of such damages. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE, AND ONA SHALL INCUR NO LIABILITY IN ADDITION TO THAT STATED HEREIN. The limitation specified in this section shall survive and apply even if any limited remedy specified in the Contract is determined to have failed of its essential purpose. In no circumstance will any liability under any portion of this Contract or associated contracts exceed the total Purchase Price. In the event that more than one claim is substantiated, the aggregate amount of all claims combined will not exceed the total Purchase Price.

The UV disinfection system shall:

Reduce the Fecal Coliform counts in the plant effluent to less than 200 cfu/100mL based on a 30 day average and less than 200 cfu/100mL based on a 7 day average at the peak flow with all UV modules in service. The process performance guarantee is based upon the following influent conditions:

Peak Flow	- 4.2 MGD (7 MGD future with additional banks)
UV Transmission	- 55% minimum
TSS	- 45 mg/L maximum





CONDITIONS OF FIELD SERVICE

If this Contract does not include Field Service or if Purchaser requires such service in addition to that included in this Contract, Purchaser may purchase from ONA such Field Service or technical advice during installation or start-up of the Products, in which case Purchaser agrees to pay ONA for Work Time, Travel Time and Standby Time based on (1) ONA's "per diem" rates in effect at the time the service is performed; (2) the expenses of each ONA employee so furnished; and (3) the terms and conditions under which such service is performed.

"PER DIEM" CHARGES FOR SERVICE

The following rates are currently in effect. They are subject to change by ONA and are based on the definitions below. These rates are for domestic service only. Rates for service outside the Continental United States will be quoted upon request.

Classification of Serviceman	Straight Time Rate	
STANDARD SERVICE	\$ 1,264.00	Per day
	\$	Per
	\$	Per

TIME DEFINITIONS

(a) Work Time - shall include all hours that ONA service personnel are on Purchaser's job site, either working or ready for work, and shall be payable at the applicable specified rates.

(b) Travel Time - shall include the time spent by ONA service personnel in traveling between their customary headquarters and Purchaser's job site and in returning (including travel occurring on Saturdays, Sundays and holidays) up to a maximum of eight (8) hours chargeable time for any given one-way trip. Travel Time shall be paid for at the applicable Straight Time Rate and shall not be cumulative with Work Time in determining Overtime.

(c) Standby Time - shall include all time (excluding Work Time) that ONA service personnel are available for work at Purchaser's job site, whether on the job site or not, up to a maximum of eight (8) hours per day, between the hours of 7:00 a.m. and 6:00 p.m., Sunday through Saturday, including holidays if availability has been requested by Purchaser. Standby Time shall be paid for at the applicable Straight Time Rate; however, Standby Time preceded and/or followed by Work Time is cumulative in determining Overtime.

RATE DEFINITIONS

(a) Straight Time Rate - This rate shall be paid for Work Time, Standby Time or Travel Time on a regular schedule of eight (8) hours per day, Monday through Friday.

(b) Time and One-Half Rate - The rate of one and half (1-1/2) times the Straight Time Rate shall be paid for any Work Time or Standby Time in excess of eight (8) hours, but not exceeding sixteen (16) hours, per day, Monday through Friday, and for any Work Time or Standby Time on Saturdays, not to exceed sixteen (16) hours.

(c) Double Time Rate - The rate of twice the Straight Time rates shall be paid for time worked in excess of sixteen (16) hours per day, without a six (6) hour break, Monday through Saturday, and for all time worked on Sundays and holidays. Holidays shall be those observed in the locality where the work is to be performed.

CHARGES FOR EXPENSES

In addition to the "Per Diem" charges above, Purchaser shall pay ONA for all the traveling and living expenses and all other expenses of each ONA employee incidental to the work.

TERMS AND CONDITIONS

(1) Notification - Purchaser shall give ONA at least two (2) weeks advance notice when ordering Field Service.

(2) Terms of Payment - Purchaser shall pay ONA immediately upon receipt of invoices covering the time and expenses of ONA's employees furnished for such services. OVERDUE PAYMENTS NOT RECEIVED BY ONA WITHIN THIRTY (30) DAYS FROM DATE OF INVOICE SHALL BE SUBJECT TO FINANCE CHARGES AT THE RATE OF ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH.

(3) Time Sheets - ONA employees shall present Purchaser at the end of each week or at the completion of the job if less than one (1) week, appropriate documents on which shall be indicated the number of hours spent and the estimated expense incurred on this work. Purchaser shall sign these documents in the place indicated, thus signifying approval of the time spent and estimated expense incurred on this work.

(4) Delays - If the work of an ONA employee is postponed or suspended by Purchaser, or is delayed or does not proceed with reasonable dispatch, due to no fault of ONA, ONA may withdraw such employee and return a serviceman to the job when needed and available; and any additional costs (including Travel Time and expenses) incurred by ONA because of this shall be an additional charge to Purchaser.

(5) Limitation of Liability - ONA in providing any Field Service hereunder, shall do so in an advisory capacity only and shall not be held responsible in any way for the acts, workmanship or omissions of the employees, contractors, sub-contractors or agents of Purchaser. ONA SHALL NOT BE LIABLE IN ANY EVENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE.



OZONIA NORTH AMERICA, LLC (“OZONIA”) TERMS AND CONDITIONS OF SALE

1. **ENTIRE AGREEMENT.** The Terms and Conditions of Sale set forth herein, and any supplements which may be attached hereto, constitute the full and final expression of the contract (the “Contract”) for the sale of equipment or services (hereinafter referred to as “Equipment”) Purchaser, and supersedes the terms and conditions of any request for proposal or request for quotations, specifications, quotations, purchase orders, correspondence or communications whether written or oral between the Purchaser and OZONIA. No amendment or modification hereto nor any statement, representation or warranty not contained herein shall be binding on OZONIA unless made in writing and signed by an authorized representative of OZONIA. Prior dealings, usage of the trade or a course of performance shall not be relevant to determine the meaning of this Contract.

2. **TAXES.** The Purchase Price does not include any state or local sales or use taxes.

3. **PAYMENT.** Payment shall be net thirty (30) days in accordance with the milestone payment schedule set forth in OZONIA’s proposal.

4. **RISK OF LOSS.** Risk of loss or damage to the Equipment, or any part thereof, shall pass to Purchaser upon delivery of the Equipment or part to Purchaser at the delivery point stated in OZONIA’s proposal.

5. **EXCUSABLE DELAY.** OZONIA shall not be liable for any delay in performance or failure to perform due to any cause beyond OZONIA’s reasonable control including, fire, flood, or any other act of God, strike or other labor difficulty, any act, instructions, directions or omission to act of any civil or military authority or of the Purchaser, Owner, or Engineer, change in laws, any insurrection, riot, embargo, unavailability or delays in transportation or car shortages. In the event OZONIA’s performance is delayed by any of the foregoing causes, OZONIA’s schedule for performance shall be extended accordingly without penalty. If Purchaser’s, Owner’s, or Engineer’s actions delay OZONIA’s performance, Purchaser shall pay OZONIA any additional costs incurred by OZONIA resulting from such delay and shall also pay OZONIA’s invoice for any stored Equipment, or any part thereof, as if they had been delivered in accordance with the milestone schedule.

6. **PROPRIETARY INFORMATION.** All information, plans, drawings, tracings, specifications, programs, reports, models, mock-ups, designs, calculations, schedules, technical information, data, manuals, proposals, CADD documents and other materials, including those in electronic form (collectively the “Instruments of Service”) prepared and furnished by OZONIA for use solely with respect to this Project. OZONIA shall be deemed the author and owner of these Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Purchaser, Engineer, or Owner shall not use these Instruments of Service for future additions or alterations to this Project or for other projects, without the prior written agreement by OZONIA. The Instruments of Service furnished by OZONIA are proprietary to OZONIA, submitted in strict confidence and shall not be reproduced, transmitted, disclosed or used in any other manner without OZONIA’s written authorization.

7. **INSPECTION BY PURCHASER.** Purchaser may inspect the Equipment at the point of manufacture, provided that such inspection is arranged and conducted so as not to unreasonably interfere with OZONIA’s or the manufacturer’s operations.

8. **WARRANTY OF TITLE.** OZONIA warrants and guarantees that upon payment title to all Equipment covered by any invoice submitted to Purchaser will pass to Purchaser free and clear of all liens.

9. **WARRANTY.** Unless otherwise noted in this proposal, OZONIA warrants that its Equipment shall conform to the description contained in OZONIA’s proposal and be free from defects in material and workmanship for a period of two (2) years from date its Equipment is initially placed in operation or thirty (30) months from date its Equipment is shipped, whichever occurs first. Upon OZONIA’s receipt of written notice within thirty (30) days of discovery of any defect, and a determination by OZONIA that such defect is covered under the foregoing warranty, OZONIA shall, at its option, repair or replace the defective part or parts, f.o.b. factory. This warranty does not cover failure or damage due to storage, installation, operation or maintenance not in conformance with OZONIA’s written instructions and requirements or due to accident, misuse, abuse, neglect or corrosion. This warranty does not cover reimbursement for labor, gaining access, removal, installation, temporary power or any other expenses that may be incurred with repair or replacement. OZONIA shall have no responsibility for the condition of primed or finish painted surfaces after the Equipment leaves its point of manufacture. Field touch up of shop primed or painted surfaces are normal and shall be at Purchaser’s or Owner’s expense. Unless otherwise specifically provided for herein, OZONIA provides no other of product performance or process results. Correction of non-conformities in the manner and for the period of time provided above shall constitute OZONIA’s sole liability and purchaser’s exclusive remedy for failure of OZONIA to meet its warranty obligations, whether claims of purchaser are based in contract, tort (including negligence or strict liability), or otherwise. **THE FOREGOING WARRANTIES ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10. **BACKCHARGES.** OZONIA shall not be liable for any charges incurred by Purchaser for work, repairs, replacements or alterations to the Equipment, without OZONIA’s prior written authorization, and any adverse consequences resulting from such unauthorized work shall be Purchaser’s full responsibility.

11. **LIQUIDATED DAMAGES.** Any liquidated damages clauses for failure to meet shipping or job completion promises are not acceptable or binding upon OZONIA, unless such clauses are specifically accepted in writing by an authorized representative of OZONIA at its headquarters office.

Ozonía Proposal No. P13-353Q Rev. 2
Aquaray 40 HO Vertical Lamp System
City of Gig Harbor, WA – Wastewater Treatment Plant UV System
Date: 5/28/2015



12. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages arising from their obligations under this Contract, whether such damages are based upon breach of contract, breach of warranty, tort, strict liability or otherwise. In no event shall OZONIA's liability exceed the purchase price of the Equipment or parts of the Equipment on which such liability is based.

13. **CANCELLATION BY PURCHASER.** If Purchaser cancels this Contract or refuses to accept delivery of the Equipment, Purchaser shall be liable to OZONIA for reasonable costs incurred by OZONIA including, cancellation charges, administrative costs, and commissions to sales representatives for all work performed or in process up to the time of cancellation or refusal to accept delivery.

14. **DEFAULT BY PURCHASER.** In the event Purchaser should breach its obligations under this Contract or if the Project is suspended or delayed for more than 120 cumulative days, then OZONIA may, without prejudice to any other right or remedy it may have at law or equity, terminate this Contract or suspend performance if Purchaser fails to cure such breach within thirty (30) days of written notice. In such event, OZONIA shall be paid for all work performed prior to termination/suspension, including all costs related to the termination/suspension. If payments are not made in accordance with the terms contained herein, a service charge may, without prejudice to the right of OZONIA to immediate payment, be added in an amount equal to the lower of 1.5% per month or fraction thereof or the highest legal rate on the unpaid balance. Purchaser shall reimburse OZONIA for all attorney's fees and costs related to collection of past due amounts.

15. **DEFAULT BY SELLER.** In the event of any default by OZONIA and prior to Purchaser terminating the work for default, Purchaser shall give written notice of default to OZONIA. OZONIA shall remedy the default to the reasonable satisfaction of the Purchaser within thirty (30) days of receipt of such written notice or, if such default cannot reasonable be remedied within such thirty (30) day period, OZONIA shall promptly begin to remedy the default within the thirty (30) day period and thereafter diligently prosecute to conclusion all acts necessary to remedy the default, in which event such default shall be deemed to be remedied.

16. **PATENT AND COPYRIGHT INFRINGEMENT.** OZONIA shall defend any action or proceeding brought against Purchaser based on any claim that the Equipment infringes any United States patent or copyright, provided the Equipment is used in the manner specified and is not modified, altered, or combined with any other equipment without OZONIA's prior written permission. Purchaser shall give prompt written notice to OZONIA of any such action or proceeding and will reasonably provide authority, information and assistance (at Purchaser's expense) in the defense of same. If Purchaser is enjoined from the operation or use of the Equipment, OZONIA shall take reasonable steps to procure the right to operate or use the Equipment. If OZONIA cannot so procure such right within a reasonable time, OZONIA shall promptly, at OZONIA's option and expense, (i) modify the Equipment so as to avoid infringement of any such patent or copyright, (ii) replace said Equipment with equipment that does not infringe or violate any such patent or copyright, or (iii) as a last resort, remove the Equipment and refund the purchase price.

17. **INDEMNITY.** To the extent and proportion of its negligence, OZONIA will indemnify and hold Purchaser harmless for any claims, damages, suits, or losses by third parties for death or bodily injury or damage to tangible property (other than to the Equipment itself) directly caused by OZONIA's performance under this Contract.

18. **GOVERNING LAW/JURISDICTION.** This Contract shall be governed by, interpreted and enforced in accordance with the laws applicable in the state where the jobsite is located, without regard to any conflicts of law principles thereof. Any dispute that cannot be resolved amicably by the Parties shall be referred to the federal or state courts having jurisdiction over the jobsite. The Parties irrevocably waive the right to request trial by jury.

19. **NOTICES.** Unless otherwise provided, any notices to be given hereunder shall be given in writing at the address and to the representatives mentioned in the Contract Documents and shall be deemed effectively given (i) upon personal delivery to the party to be notified, (ii) on confirmation of receipt by fax by the party to be notified, (iii) one business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth herein, or (iv) three days after deposit with the U.S Post Office, postage prepaid, registered or certified, with return receipt requested.

20. **ASSIGNMENT/SUCCESSORSHIP.** Neither OZONIA nor Purchaser may assign this Contract without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be null and void. OZONIA and Purchaser intend that the provisions of this Contract are binding upon the parties, their employees, agents, heirs, successors and assigns.

21. **SEVERABILITY.** If any term, condition or provision of this Contract or the application thereof to any party or circumstance shall at any time or to any extent be invalid or unenforceable, then the remainder of this Contract, or the application of such term, condition or provision to parties or circumstances other than those which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

22. **NO WAIVER.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Contract or to exercise any right under this Contract shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect

Ozonía Proposal No. P13-353Q Rev. 2
Aquray 40 HO Vertical Lamp System
City of Gig Harbor, WA – Wastewater Treatment Plant UV System
Date: 5/28/2015





PURCHASE PRICE: *Two Hundred and Sixty Nine Thousand Three Hundred and Forty Five Dollars (\$269,345)*

Total Dollars Exclusive of All Taxes

FREIGHT: FOB jobsite

TERMS OF PAYMENT

10% Net Cash, Payable in thirty (30) days from Shop Drawing Submittal
80% Net Cash, Payable thirty (30) days from dates of respective shipments of the Products;
10% Net Cash, Payable in thirty (30) days from Acceptance of System
or One Hundred Eighty Days (180) days after date of Product delivery, whichever occurs first.

SERVICE: Field Service included in this Contract shall be provided for a period not to exceed * eight-hour man-days provided in not more than * ♦ trips to check the completed installation by Purchaser, to place the Products in operation and to instruct Purchaser in their operation. Purchaser agrees to pay OZONIA for any additional service days and/or trips in accordance with ONA's standard service rates and conditions in effect at the time the service is performed.

- ♦ A minimum of one (1) full day of service will be charged to each trip.
- * See proposal details

SCHEDULE: Approval drawings and data shall be submitted approximately 4-6 weeks after agreement to all terms, as evidenced by OZONIA's receipt of this proposal, fully executed; or, in the event that Purchaser issues a Purchase Order, OZONIA's receipt of fully executed letter agreement. OZONIA estimates that shipment of the Products can be made in approximately 14-16 weeks after OZONIA has received from Purchaser final approval of all submittal drawings and data.

PURCHASER'S ACCEPTANCE: BY ITS SIGNATURE BELOW OR ISSUANCE OF ANY PURCHASE ORDER OR OTHER DOCUMENT, NOTWITHSTANDING ANY STATEMENT OR PROVISION CONTAINED THEREIN TO THE CONTRARY, PURCHASER AGREES TO ALL THE CONDITIONS AND PROVISIONS OF THIS PROPOSAL AND CONTRACT. NO OFFER BY PURCHASER TO ALTER, AMEND, LIMIT OR DELETE ANY CONDITION OR PROVISION OF THIS PROPOSAL AND CONTRACT SHALL BE BINDING UPON ONA UNLESS EXPRESSLY ACCEPTED IN WRITING BY OZONIA.

PURCHASER'S ACCEPTANCE:		OZONIA NORTH AMERICA, LLC	
Company Name		By:	
By:			Pedro DaCruz
	Name/Title		Sales Director
			Name/Title
Date:		Date:	5/28/2015



TM - DISINFECTION SYSTEM ALTERNATIVE EVALUATION

City of Gig Harbor Disinfection Project

August 19, 2014

Reviewed by: Pat Roe, P.E.

Prepared by: June Leng, Ph.D., P.E.



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Purpose and Objectives

This technical memorandum presents the results of a detailed UV alternative evaluation specific to the disinfection system at the City of Gig Harbor's Wastewater Treatment Plant. The objectives of the TM are to:

- ◆ Investigate applicable technologies and recommend the UV technology for implementation that is the best long term solution for the City WWTP.
- ◆ Define the UV system design basis and scope for detailed design.
- ◆ Present the non-economic and economic evaluations results and rank the most favorable UV alternative.

Non-Economic Evaluation

In April 2013, HDR conducted an UV pre-evaluation workshop with the City's WWTP operation staff at the Gig Harbor WWTP. A non-economic evaluation was performed with input from the City staff. The City staff provided the weighting factors and scores for each potential UV system. Three UV systems with higher overall scores were pre-selected for further evaluation. The non-economic evaluation results are presented in Figure 1. The non-economic evaluation criteria and detailed score information are included in [Attachment A](#) of this TM.

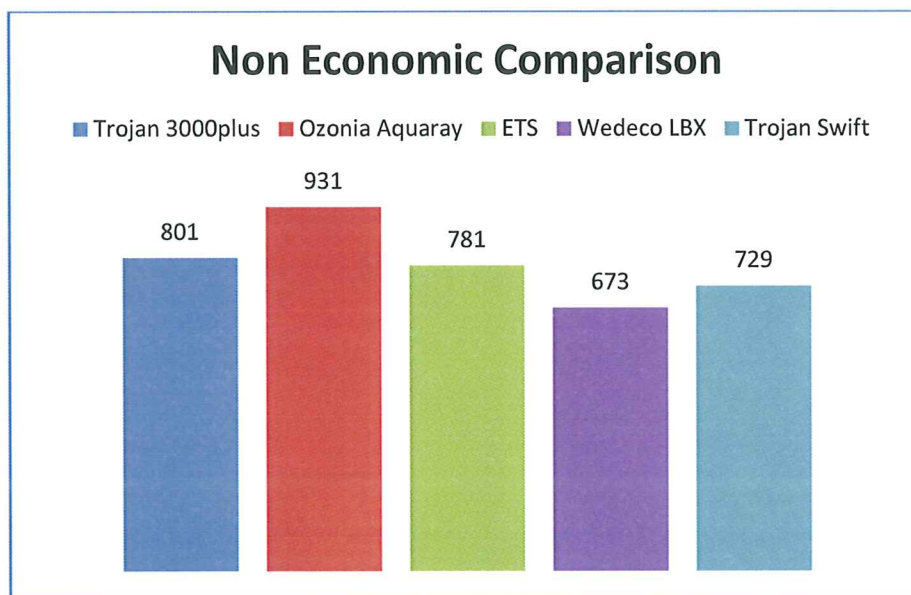


Figure 1. Non-Economic Evaluation Results

UV System Design Criteria

Based on the non-economic evaluation, three systems were pre-selected for further evaluations:

- ◆ ETS UV system by Engineered Treatment Systems
- ◆ Trojan UV3000Plus by Trojan Technologies
- ◆ Ozonia UV Aquaray 40HO by Ozonia North America

ETS UV is a closed vessel system; Trojan 3000Plus is open channel horizontal lamp system; and Ozonia Aquaray 40HO is open channel vertical lamp system.

The key UV design criteria is the UV transmittance (UVT) of the plant final effluent. The Gig Harbor WWTP staff have conducted a year long (April 2013 to March 2014) UVT monitoring and data recording. Figure 2 summarizes the UVT reading collected throughout the entire year. The 10th percentile of the data collection is at the UVT of 50 percent. Typically, the 10th percentile UVT can be used as the criteria for UV equipment sizing and design based on the recommendation in the UV Design Guideline provided by National Water Research Institute (NWRI 2012).

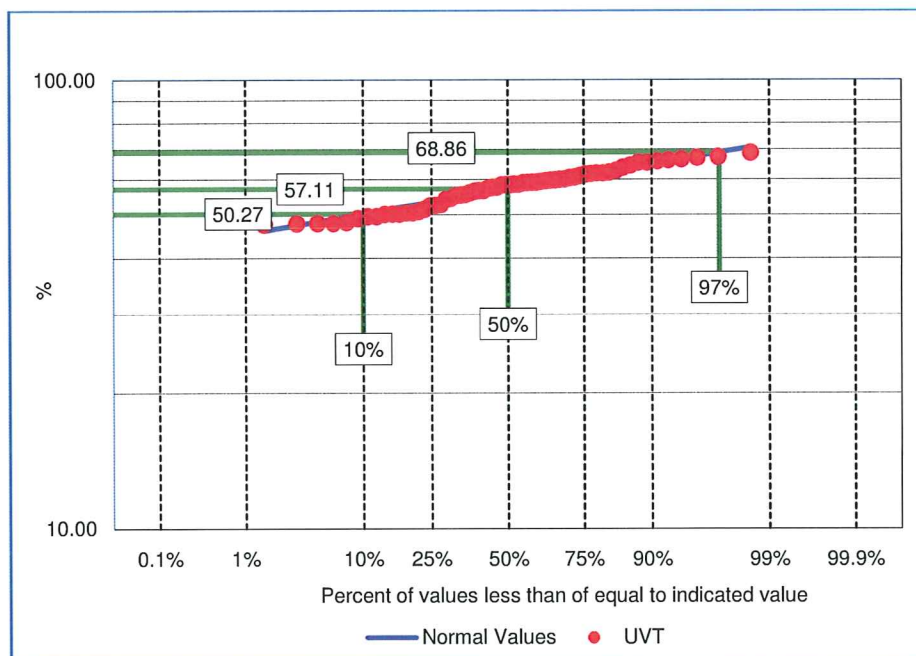


Figure 2. UVT monitoring data summary and statistical analysis

HDR provided the UV system design criteria for the City to solicit equipment proposals from the three pre-selected UV system manufacturers. UV design criteria used as the basis for the UV system at the Gig Harbor WWTP are summarized in Table 1.

Table 1. Gig Harbor WWTP UV System Design Criteria

DESCRIPTION		DESIGN CRITERIA
Hydraulic Flow through the UV system		7.0 mgd
(equipment installation for this project)	Peak design flow	4.2 mgd
	Average design flow	2.4 mgd
	Minimum design flow	0.25 mgd

Secondary effluent suspended solids	Less than 45 mg/L
Secondary effluent BOD ₅	Less than 45 mg/L
Fecal Coliform	Less than 200 cfu/100 mL; monthly average
	Less than 400 cfu/100 mL; weekly average
UV dose (at the end of lamp life time)	Minimum 35 mJ/cm ² @peak design flow based on MS2 phage Bioassay
	Minimum 17.5 mJ/cm ² @peak design flow based on T1 phage Bioassay
UV transmittance	50 Percent at 254nm; fouled and at the end of lamp life
Effluent temperature	9/20 minimum/maximum °C

Notes:

1. UV system type: low pressure high output UV lamps system equipped with automatic sleeve wiping; the UV system shall be an open-channel type or closed vessel system.
2. Space limitation: the UV system shall be designed within one of the existing CCT on site available for the UV system.
3. UV system configuration in general: the UV system shall consist of **two (2) channels/trains**. The UV channels/trains shall be sized and configured identically.
4. Open channel UV equipment configuration: a **minimum of two (2) UV banks** shall be in series for each channel in operation.
5. Design UV dose: the UV system will be designed to deliver a minimum UV dose indicated in the design criteria table at peak flow, in effluent with a **UV transmittance of 50 percent** at end of lamp life after reduction of quartz sleeve fouling.
6. End-of-lamp-life factor (EOLL): lamp output at the end of lamp life of 12,000 hours. The design UV dose shall be based on the EOLL factor of 0.50 unless UVSS has a technology-specific EOLL factor certified by independent third party.
7. Fouling factor: sleeve fouling causing attenuation of the minimum dose during operation. The design UV dose shall be based on the fouling factor of 0.8 unless UVSS has technology-specific fouling factor certified by independent third party.
8. Additional capacity (standby): no standby UV equipment is required in each channel.
9. Facility-Ready: UV channel(s) shall be sized for accommodating additional UV equipment for future peak flow of 7 mgd (3.5 mgd per channel). Additional UV equipment is preferred to be additional bank(s) in each channel. UV channel shall have sufficient length for future installation of additional bank(s). Reduction baffle(s) is also allowed.
10. Auxiliary equipment enclosures, Power and Control Cabinet(s) shall be sized allowing additional equipment for future additional UV modules.
11. Including stilling plate in each channel at flow entrance.
12. Including water level control mechanism in each channel at flow exit.
13. Type of open channel water level control mechanism: fixed weir

Economic Evaluation

Proposals with cost information were collected from the three manufacturers. HDR performed an economic evaluation of three UV systems. The economic evaluation includes comparison of

equipment costs, operation and maintenance costs, and 20-year life cycle costs of the three UV systems.

The equipment costs for the UV systems were estimated based on individual UV systems designed by manufacturers. The pre-selected manufacturers have provided their system design and budgetary equipment costs for the disinfection project. Note that the equipment cost only includes the equipment and the equipment associated installation, startup and enclosure costs. The equipment cost does not including engineering, electrical, instrumentation and site work costs for the UV system installation, which is assumed common for the three systems.

O&M costs for the UV systems were estimated based on individual UV system specific operation and maintenance features and requirements. The O&M costs include the costs for power, replacement parts, system cleaning, and associated labor.

The present worth calculation was based on the assumption of an average 5 percent interest rate for the next 20 years.

Table 2 presents the economic evaluation results. A detailed cost breakdown for each system is included in [Attachment B](#) of this TM.

Table 2. Summary of Estimated UV System Costs

UV System Alternative	Equipment Installation Cost	Annual O&M Cost	Net Present Worth 20-year, 5% interest	Percentage Comparison
ETS UVLW	\$664,040	\$28,520	\$1,019,340	125%
Trojan UV3000Plus	\$572,400	\$28,750	\$930,570	114%
Ozonias UV Aquaray 40HO	\$597,040	\$17,580	\$816,050	100%

Among three UV options, the Trojan UV3000Plus system shows the lowest estimated equipment installation cost, which is slightly lower than the equipment installation cost of the Ozonias Aquaray 40HO system. The estimated annual O&M cost for the Ozonias Aquaray 40HO system is significantly lower than the other two systems, mainly due to its low cost of replacement parts. Overall, Ozonias Aquaray 40HO system shows the lowest 20-year present worth. The life cycle cost of Trojan system is approximately 14 percent higher than the Ozonias system. In planning level cost estimate, two options with life cycle cost difference within 15 percent are considered as “no different”. Therefore, in terms of long term cost, Trojan and Ozonias systems are similar.

UV System Recommendation

Ozonia Aquaray 40HO UV system is the most favored UV system resulting from the non-economic evaluation; and also has the lowest life cycled cost among the three pre-selected UV systems. The overall ranking of the preference is presented in Table 3. The ranking is based on equally assigned weight for non-economic impact and economic impact on the UV installation at Gig Harbor WWTP.

Table 3. UV System Ranking

UV System Supplier	ETS	Trojan	Ozonia
UV System	UVLW-30800-24	3000plus	Aquaray 40HO
Combined economic and non-economic weighted score	82	87	100
Favored Alternative Ranking	3	2	1
Economic			
20 year life cycle cost	\$1,090,261	\$875,707	\$816,045
Weighed Score (50% Economic)	40	44	50
Non-Economic			
Total Weighted Score	781	801	931
Weighted Score (50% Non-Economic)	42	43	50

The Ozonia system is ranked number one overall. Trojan system is ranked second and close to the ETS system in the combined score. HDR recommends that the City pursue the Ozonia Aquaray 40HO UV system. The Ozonia system is open channel with low pressure high output UV lamps.

A summary of design features of the Ozonia system are presented in Table 4.

Table 4. UV System Design Features

UV Feature	This project 4.2MGD	Future 7.0MGD
UV system type	Low pressure high output UV lamps	
Number of channels	2	2
Number of banks per channel	3	4
Number of modules per bank	1	1
Total number of banks	6	8
Total number of modules	6	8
Number of lamps per module	40	40
Total number of UV lamps	240	320
Number of power distribution center	1	1
Number of system control centers	1	1
Number of level controller	1 per channel	
Type of level controller	Trough Weir	
Dimension of the channel	L40ft x W24in x D72in	
Step-down transformer	460 volt, 3-phase, 3-wires, 60 Hz, 75kVA	
Power Distribution Center	230 volts, 3 phase, 3 wires (plus ground), 60Hz	
Low water level sensor	120 volts, 1 phase, 2 wire (plus ground), 5 Amps	
On-Line UVT Monitor	120 volts, 1 phase, 2 wire (plus ground), 5 Amps	

Attachment A - Non-Economic Evaluation Criteria and Detailed Score Information

**Gig Harbor WWTP
UV Equipment Non-Economic Evaluation**

Weighting: 1 = less important; 10 = more important
Scores: 5 = Most Favorable, 1 = Least Favorable

Criteria	Weighting Factor (1 to 10)	open channel system				closed vessel system					
		Trojan 3000plus		Ozonix 3X		ETS		Wedeco LBX		Trojan Swift	
		(1 to 5)	(1 to 5)	(1 to 5)	(1 to 5)	(1 to 5)	(1 to 5)	(1 to 5)	(1 to 5)	(1 to 5)	(1 to 5)
Manufacturer responsiveness and completeness (Parts Availability & Lead time) Control System support	10	4	40	4	40	4	40	2	20	3	30
Ease of operation – Is the alternative operator friendly?	10	3	30	4	40	4	40	3	30	3	30
Robustness of the design (has the system technology been validated?)	10	3	30	4	40	3	30	3	30	3	30
Long-term support	9	4	36	4	36	3	27	2	18	4	36
Manufacturer’s experience (system application) does the system have long operation experience?	8	4	32	4	32	3	24	3	24	2	16
Would agree on parts price for next 10 years?	6	4	24	4	24	3	18	2	12	4	24
Layout of UV system on site	9	4	36	5	45	4	36	4	36	4	36
Guaranteed peak power use & operating Costs	5	4	20	4	20	4	20	3	15	3	15
Ease of start up & shut down procedures	8	4	32	4	32	4	32	4	32	4	32
Capatibility with existing Seimens System	4	1	4	3	12	3	12	1	4	1	4
Upgradeability – Can the alternative be expanded to meet future flow requirements?	8	3	24	5	40	3	24	3	24	3	24
Additional maintenance requirements (manual cleaning required?)	8	3	24	4	32	1	8	1	8	1	8
Ease of lamp replacement	9	2	18	4	36	3	27	3	27	3	27
Ease access to the ballast and ballast replacement	9	2	18	4	36	4	36	2	18	3	27
Ease of wiper maintenance	9	2	18	3	27	1	9	1	9	1	9
Maintenance cleaning requirements	9	4	36	4	36	2	18	2	18	2	18
Interruption of existing operation during construction	8	3	24	4	32	3	24	3	24	3	24
Impact on existing operation – Is the alternative compatible with the existing system operations?	6	0	0	0	0	0	0	0	0	0	0
Constructability – How easy is the alternative to construct?	8	3	24	3	24	3	24	3	24	3	24
Staffing - Does the alternative require more staffing?	6	3	18	4	24	3	18	3	18	3	18
Tolerance to cold water	5	3	15	3	15	3	15	3	15	3	15
Lamp life monitoring program/software	8	0	0	0	0	0	0	0	0	0	0
Drawings & schematics	10	0	0	0	0	0	0	0	0	0	0
Quality of construction	10	4	40	4	40	4	40	4	40	4	40
Alarm features	8	4	32	4	32	4	32	4	32	4	32
Ease of cabinet access	8	4	32	5	40	4	32	3	24	3	24
O & M manuals & training	8	4	32	4	32	4	32	3	24	4	32
Dose pacing (flow and water quality) verses flow pacing	7	4	28	4	28	4	28	3	21	4	28
Wiper system reliability	10	3	30	4	40	3	30	3	30	3	30
Lamp Life & ballast Life	9	4	36	4	36	4	36	3	27	3	27
Water level control mechanism (fixed weir or motor controlled gates)	9	4	36	4	36	5	45	5	45	5	45
Flow split and channel hydraulics	8	4	32	3	24	3	24	3	24	3	24
Total Weighted Score			801		931		781		673		729

Attachment B - Detailed Cost Analysis of UV System Alternatives

Gig Harbor WWTP UV Alternatives Economic Comparison

Project Name	Gig Harbor WWTP Disinfection
Project Owner	City of Gig Harbor

Supplier Information		Value	Value	Value
0a	Supplier Company Name	ETS	Trojan Technologies	Ozonix North America
0b	Supplier Business Address	238 Commercial Dr.	3020 Gore Road	600 Willow Tree Road
0c	Supplier Business City, State, Zip	Beaver Dam, WI, 53916	London, Ontario, N5V4T7	Leonia, NJ 07605
0d	Supplier Contact Name	Patrick Bollman	Jordan Fournier	Pedro DsCruz
0e	Supplier Contact Email	PBollman@ets-uv.com	jfournier@trojanuv.com	pedro.dsacruz@ozonia.com
0f	Supplier Contact Phone Number	920-885-4628	519-457-3400	201-676-2240

UV System Description		Value - ETS	Value - Trojan	Value - Ozonia
0m	Number of channels/trains	2	2	2
0n	Number of banks/units, per channel/train	1	2	3+1
0o	Number of modules, per bank	-	4+1	1
0p	Number of lamps, per module/unit	30	6	40

Equipment and Installation Costs		Value - ETS	Value - Trojan	Value - Ozonia
1a	UV System equipment and accessories, \$	399,200	285,333	339,200
1b	System Installation, \$	39,920	28,533	33,920
1c	System Start-up, \$	19,960	14,267	16,960
1d	Testing - Functional, \$	9,980	7,133	8,480
1e	Testing - Performance, \$	9,980	7,133	8,480
1f	Subtotal (sum of 1a, 1b, 1c, 1d, 1e), \$	\$479,040	\$342,400	\$407,040
Additional cost required for satisfactory installation if it is not already included in the System cost above				
1g	In-channel aeration system, \$			(optional)
1h	Step-down transformers, \$	10,000		(included)
1i	Dip tank with blowers, \$			(included)
1j	Air conditioning for ballast cooling, \$	15,000	10,000	10,000
1k	Lifting device, \$	15,000	10,000	15,000
1l	Channel modification to retrofit UV, \$		50,000	45,000
1m	Recirculating unit cleaning system, \$	25,000		
1n	Additional Cost Subtotal (UVSS specific), \$	\$65,000	\$70,000	\$70,000
1o	Total (1f + 1n)	\$544,040	\$412,400	\$477,040

Channel Dimensions (Maximum 5 channels required)		Value - ETS	Value - Trojan	Value - Ozonia
2a	Width, inches, per channel/train	48	15	24
2b	Depth, inches, per channel/train	98	47	71
2c	Length, feet, per channel/train	17	24	40
2d	Recommended entire system area, sf	600	800	600
2e	Total building cost, \$	\$120,000	\$160,000	\$120,000

Power Requirements		Value - ETS	Value - Trojan	Value - Ozonia
3a	Number of lamps required to deliver minimum UV dose of 35 mJ/cm ² at peak flow with fouled sleeves at the end of lamp life	60	120	320
3b	Lamp/ballast wattage, watts	800	250	165
3c	Total installed lamp wattage (3a * 3b)	48,000	30,000	52,800
3d	Other power requirements (i.e. ancillary equipment), watts	9,600	6,000	10,560
3e	Total power requirements/ Maximum power draw (3c + 3d)	57,600	36,000	63,360

Estimate of Operations and Maintenance Costs		Value - ETS	Value - Trojan	Value - Oronia
4	Power			
4a	Number of lamps required to deliver minimum UV dose of 35 mJ/cm ² at average flow with fouled sleeves at the end of lamp life	30	45	120
4b	Lamp/ballast wattage (Value from 3b), watts	800	250	165
4c	Wattage per lamp/ballast at average flow, watts	600	250	150
4d	Disinfection Length, hours/year	8,760	8,760	8,760
4e	Annual power usage (4a * 4c * 4d/1000), kWh	157,680	98,250	157,680
4f	Unit power cost, \$/kWh	\$0.06	\$0.06	\$0.06
4g	Annual power cost (4e * 4f)	\$9,461	\$5,568	\$9,461
5	Lamp Replacement			
5a	Number of lamps in service for average flow rate as per 4a	30	45	120
5b	Guaranteed lamp life, hours	12,000	12,000	13,000
5c	Lamp replacement cost, \$	\$550	\$250	\$215
5d	Disinfection season length, days	365	365	363
5e	Lamp replacement frequency (5b/(5d * 24)), years	1.31	1.37	1.48
5f	Annual lamp replacement cost (5a * 5c / 5e)	\$12,045	\$8,213	\$2,022
5g	Lamp replacement labor, hours per lamp	0.10	2.00	0.10
5h	Annual lamp replacement labor, hours	2	66	8
5i	Labor cost, \$/hour	\$50	\$50	\$50
5j	Total lamp replacement labor cost, \$	\$110	\$3,285	\$404
5k	Annual total lamp replacement cost, \$	\$12,155	\$11,498	\$2,426
6	Ballast Replacement			
6a	Number of ballasts in service for average flow rate	15	18	60
6b	Guaranteed ballast life, years	5	5	5
6c	Ballast replacement cost, \$	\$640	\$575	\$150
6d	Annual ballast replacement cost (6a * 6c)/6b	\$1,920	\$2,070	\$1,800
6e	Ballast replacement labor, hours per ballast	0.3	2.0	0.2
6f	Annual ballast replacement labor, hours	0.60	7.20	2.40
6g	Labor cost, \$/hour	\$50	\$50	\$50
6h	Total ballast replacement labor cost, \$	\$30	\$360	\$120
6i	Annual total ballast replacement cost, \$	\$1,950	\$2,430	\$1,920
7	Cleaning (UVSS specific: in situ chemical wiper; dip tank; or manual wiping)			
7a	ETS - Number of wipers in service at average flow as per 4a	30		
7b	ETS - Guaranteed mechanical wiper life, years	1		
7c	ETS - Number of wiper replacement per year	30		
7d	ETS - Wiper replacement cost, \$	\$23		
7e	ETS - Wiper replacement labor, hour per wiper	1.0		
7f	ETS - Wiper replacement labor cost, \$	\$1,500		
7g	ETS - Time required for maintenance cleaning per unit, hours	2.0		
7h	ETS - Off line cleaning cycles (minimum 6 per year per unit)	13		
7i	ETS - Off line cleaning labor cost, \$	\$1,200		
7j	ETS - Annual estimated wiper replacement and off line cleaning cost, \$	\$3,450		
7k	Trojan - Number of wipers in service at average flow as per 4a		45	
7l	Trojan - Guaranteed wiper life, years		2	
7m	Trojan - Number of wiper replacement per year (365 days, assuming wiping frequency of 6 times per day)		23	
7n	Trojan - Wiper replacement cost, \$		\$120	
7o	Trojan - Wiper replacement labor, hour per wiper		2.0	
7p	Trojan - Wiper replacement labor cost, \$		\$2,250	
7q	Trojan - Cleaning gel used per year, gallons		20	
7r	Trojan - Cleaning gel cost, \$/gallon		\$50	
7s	Trojan - Time required for cleaning gel replenish per module, hours		1	
7t	Trojan - Out of channel cleaning gel replenish cycles (minimum 3 per year per module)		3	
7u	Trojan - Gel replenish labor cost, \$		\$1,800	
7v	Trojan - Annual estimated wiper replacement and maintenance cost, \$		\$7,750	
7w	Oronia - Number of wipers in service at average flow as per 4a			120
7x	Oronia - Guaranteed wiper life, years			3
7y	Oronia - Number of wiper replacement per year (365 days, assuming wiping frequency of 6 times per day)			80
7z	Oronia - Wiper replacement cost, \$			\$4
7aa	Oronia - Wiper replacement labor, hour per wiper			0.5
7ab	Oronia - Wiper replacement labor cost, \$			\$2,000
7ac	Oronia - Cleaning solution used per year, bags			8.0
7ad	Oronia - Cleaning solution cost, \$/bag			\$100
7ae	Oronia - Out of channel dip cleaning cycle (minimum 2 per year per module)			2
7af	Oronia - Out of channel cleaning labor cost, \$			\$400
7ag	Oronia - Annual wiper replacement and dip cleaning cost, \$			\$3,020
7ah	Total annual cleaning cost, \$	\$3,450	\$7,750	\$3,020
8	System specific parts replacement and labor cost	\$1,505	\$1,500	\$750

Item	Description	Value - ETS	Value - Trojan	Value - Ozonia
8a	Total capital cost (1a + 2a)	\$664,040	\$572,400	\$597,040
8b	Total annual O&M cost (sum of 4g, 5k, 6l, 7ah, and 8)	\$28,510	\$28,746	\$17,577
8c	O&M lifecycle duration, years	20	20	20
8d	O&M interest rate, %	5	5	5
8e	Present value factor, P/A (based on 20 years @ 5%)	12.46	12.46	12.46
8f	Present value of annual O&M cost (8e * 8b), \$	\$355,301	\$358,170	\$219,000
8g	Present value 20 year lifecycle cost (8a + 8f)	\$1,019,341	\$930,570	\$816,040



Business of the City Council City of Gig Harbor, WA

Subject: Olympic Right turn pocket- Chevron Property Appraisal Services

Proposed Council Action: Approve and authorize the Mayor to execute Consultant Services Contract with Stephen Shapiro Commercial Appraisal, LLC, in an amount not to exceed \$4,500.00.

Dept. Origin: Public Works/Engineering

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

For Agenda of: July 13, 2015

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

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Row 6/29/15
As per email dated 6/29/15
[Signature] 6/29
[Signature] For PJ
[Signature] 6/29/15

Expenditure Required	\$ 4,500.00	Amount Budgeted	\$ 0.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

A recommendation from the numerous traffic model reports completed by the City on behalf of the new development proposal for the redevelopment of the vacant lot on Pt. Fosdick Drive, that used to be most recently occupied by an RV dealership, has identified the need for an EB direction right turn pocket on Olympic Drive at Pt. Fosdick.

The City's independent traffic modeler, David Evans and Associates performed these traffic modeling runs and determined that the City's pro rate share towards this right turn pocket responsibility would be a 45/55 percent share. With that information in mind, the City will undertake the property purchase of this segment of the Chevron fuel station. Exhibit A depicts the approximate limits of the necessary property purchase. The City has been in contact with the Chevron fuel station owner and he has been receptive to the idea of negotiating a fair and reasonable property purchase with the City.

Under the proposed improvements and a future development agreement between Olympic Drive Centre (OTC) and the City, the procurement of the additional six feet of property width would have to be required by the City from the Chevron property owner. Under the proposed terms of the Development agreement, which has yet to be finalized, the City would procure the additional property for the roadway widening and the construction of the right turn pocket will be completed by the OTC developer. A future Development Agreement between the City and the OTC Developer will be forthcoming at a future date.

The Cost of the appraisal has been paid by OTC and receipted by the City.

FISCAL CONSIDERATION

As this is pass thru monies, the cost of the appraisal has been paid by the OTC developer. Funds necessary for the property purchase will be from the City's Traffic Impact fee account.

BOARD OR COMMITTEE RECOMMENDATION

The Public Works Committee was apprised of this property appraisal and was in agreement with the City proceeding with the appraisal at this time.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute Consultant Services Contract with Stephen Shapiro Commercial Appraisal, LLC, in an amount not to exceed \$4,500.00.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
STEPHEN SHAPIRO COMMERCIAL APPRAISAL, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Stephen Shapiro Commercial Appraisal, LLC, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Land Appraisal on the Chevron Station and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown

in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. **Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorneys fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

8. **Insurance.**

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence

basis by an 'A' rated company licensed to conduct business in the State of Washington.

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

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

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

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

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

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

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

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

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

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

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

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

15. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same

is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:
Stephen Shapiro Commercial Appraisal, LLC
ATTN: Stephen Shapiro, MAI
P.O. Box 11757
Bainbridge, WA 98110
206-855-1090

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 29th
day of June, 2015.

CONSULTANT

By: [Signature]
Its: (owner) principal

CITY OF GIG HARBOR

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



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

Subject: Street Name – Makovich Place

Proposed Council Action: Approve the naming of the roadway within the Village at Holly Circle residential plat as “Makovich Place”.

Dept. Origin: Building/Fire Safety
Prepared by: P. Rice *PR*
For Agenda of: July 13, 2015
Exhibits: Request letter and map

Initial & Date

Concurred by Mayor: *JG 6-30-15*
Approved by City Administrator: *RW 6/30/15*
Approved as to form by City Atty: *N/A*
Approved by Finance Director: _____
Approved by Department Head: *PR 6/30/15*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required
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INFORMATION / BACKGROUND

The Village at Holly Circle residential plat is located at the NW corner of the intersection of Hollycroft Street NW and Reid Drive NW. Access to the plat is off of Hollycroft Street NW. The developer has requested to name the public road serving the 10 lot development “Makovich Place”.

GHMC 12.12.030(K) The plat is located within the historic name area as designated by the official map. “Makovich” is at the top of the priority list of historic names as delineated in Resolution 653 for those properties located on the west side of the bay.

GHMC 12.12.030(E) states that “Places” shall be permanently closed avenues which run northerly-southerly.

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

Staff has reviewed the application and finds the naming of the roadway is consistent with all applicable City codes and is approvable by Council.

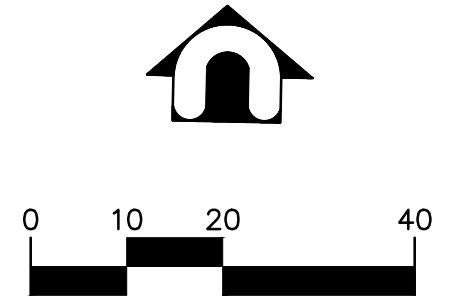
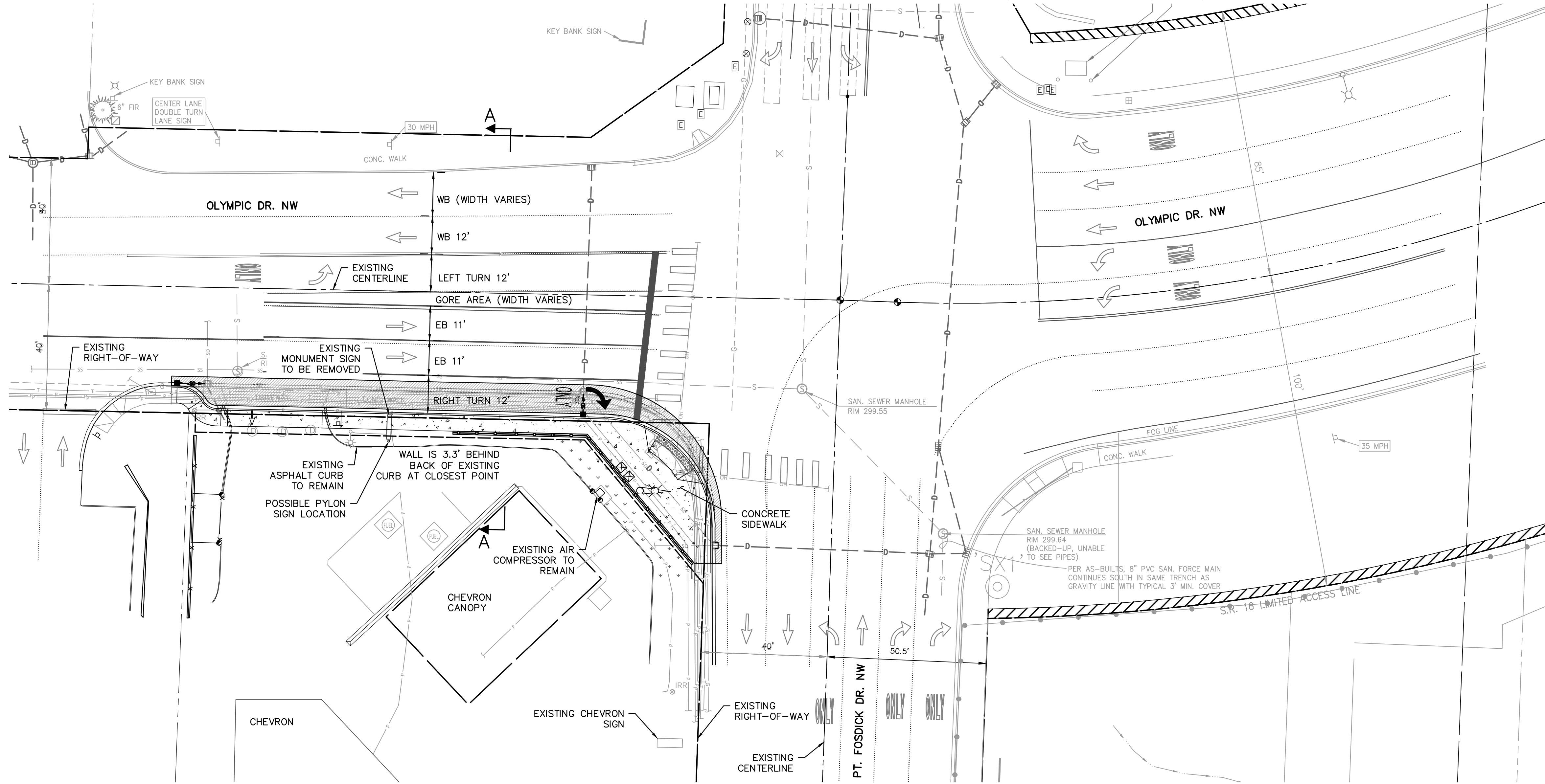
FISCAL CONSIDERATION

There is no fiscal impact to the City.

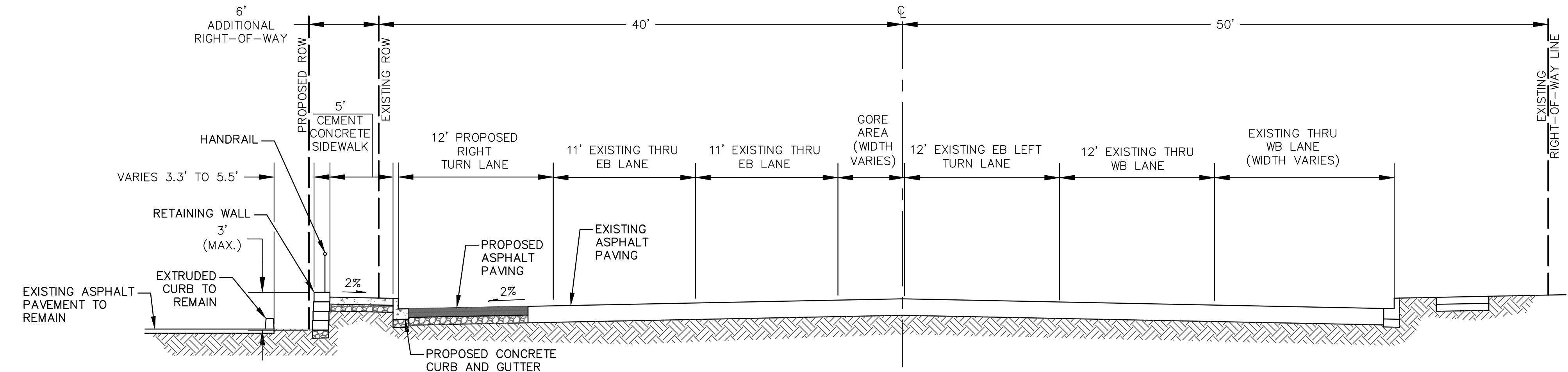
RECOMMENDATION / MOTION

Move to: Approve the naming of the roadway within the Village at Holly Circle residential plat as “Makovich Place”.

PORTION OF THE S.W. 1/4 OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 02 EAST, W.M.,



NOTES:
 1. TEMPORARY CONSTRUCTION EASEMENT WILL BE REQUIRED TO CONSTRUCT WALL AS SHOWN.



SURVEY INFORMATION DEPICTED ON THIS PLAN FOR THE SOUTHEAST QUADRANT OF THE INTERSECTION OF OLYMPIC DRIVE NW AND POINT FOSDICK DRIVE NW WAS TAKEN FROM PDFs FOR POINT FOSDICK SQUARE PREPARED BY BARGHAUSEN CONSULTING ENGINEERING AND SURVEYING, INC. AND DATED JANUARY 11, 2011. DEA HAS NOT VERIFIED ANY OF THE INFORMATION AND ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS.



REVISIONS
2015-04-21 REVISED PRELIMINARY SITE PLAN



DAVID EVANS AND ASSOCIATES INC.
 3700 Pacific Hwy. East, Suite 311
 Tacoma Washington 98424
 Phone: 253.922.9780

DESIGNED BY: **AMTE**
 DRAWN BY: **BEM**
 CHECKED BY: **RTJ**
 APPROVED BY: **RTJ**
 SCALE: **1"=20'**
 OTHER:

OLYMPIC TOWNE CENTER

PRELIMINARY PLAN	JOB NO.
INTERSECTION IMPROVEMENTS AT OLYMPIC/POINT FOSDICK	DRAWING NO.
WWR PROPERTIES 3803 BRIDGEPORT WAY W, UNIVERSITY PLACE, WA 98446-4415	SHEET

June 30, 2015

City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98335

RE: The Village at Holly Circle Road Name Request

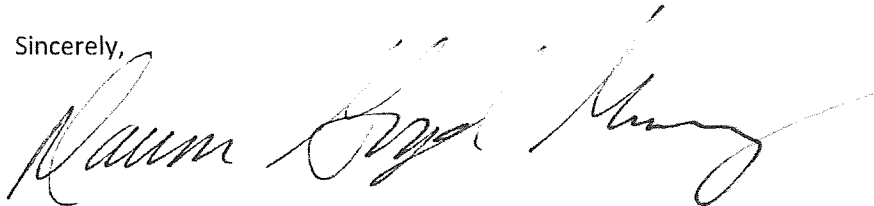
To the Members of the City Council,

HDC Holly Circle LLC is in the process of building out eh Village at Holly Circle Plat located along Holly Croft and Reid Road. Please see attached site plan. To facilitate the building permit process for each parcel, we need to have an address for each lot which then necessitates naming the road.

The property with 10 new lots lies with-in the Historic Naming Area. We have reviewed the specific addressing requirements and list provided with historic name and have selected the street name **Makovich Place**. This name was included in the "Priority" list of the Gig Harbor Resolution NO 653.

Thank you for your consideration of our request.

Sincerely,

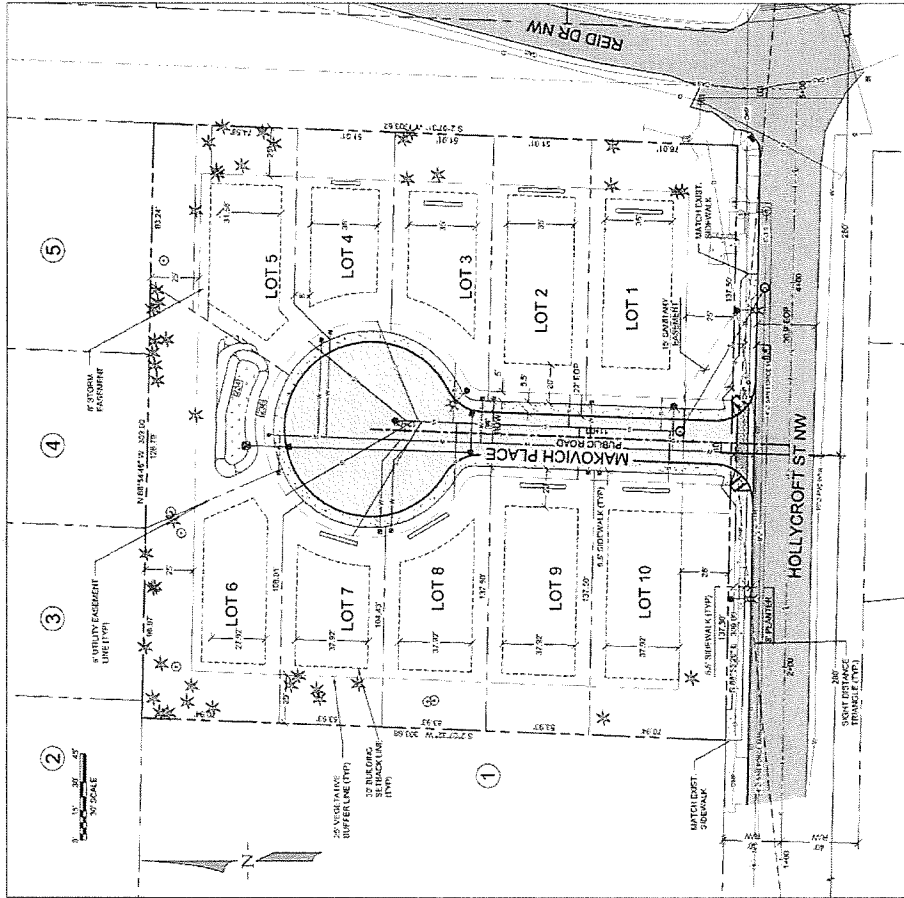
A handwritten signature in black ink, appearing to read "Dawn Gogel", written in a cursive style.

Dawn Gogel
Manger of HDC Holly Circle LLC

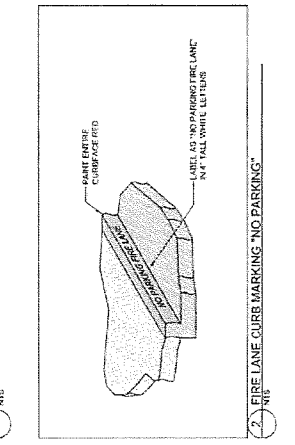
Cc
David Hopkins

Attachment

THE VILLAGE AT HOLLY CIRCLE A PORTION OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M. GIG HARBOR, WASHINGTON SITE PLAN



1. SIGNAGE CLASSES SHALL BE PLACED ABOUT THIS SECTION AS SHOWN WITH "NO PARKING - FIRE LANE" AND "NO PARKING - FIRE LANE" PLANS SHALL HAVE BOTH VERTICAL AND HORIZONTAL LETTERING. SIGNAGE SHALL BE PLACED AT THE END OF THE FIRE LANE WITH "NO PARKING - FIRE LANE" LETTERING AT MAXIMUM HEIGHT OF 10 FEET. SIGNAGE SHALL BE PLACED AT THE END OF THE FIRE LANE WITH "NO PARKING - FIRE LANE" LETTERING AT MAXIMUM HEIGHT OF 10 FEET. SIGNAGE SHALL BE PLACED AT THE END OF THE FIRE LANE WITH "NO PARKING - FIRE LANE" LETTERING AT MAXIMUM HEIGHT OF 10 FEET.
2. FIRE LANE MARKING SIGNS AND NOTES



FIRE LANE NOTE:
SIGNAGE AND MARKING OF THE FIRE LANE IS REQUIRED ON BOTH SIDES OF THE PAVEMENT ROAD IN CONFORMANCE WITH CITY STANDARDS. THIS INCLUDES THE EMBLEM CIRCUMFERENCE OF THE CURB MARKING.

1. FIRE LANE MARKING SIGN AND NOTES
2. FIRE LANE MARKING SIGN AND NOTES
3. FIRE LANE MARKING SIGN AND NOTES
4. ADJACENT PROPERTY OWNER INFORMATION

LEGAL DESCRIPTION (PER CERTIFICATE NO. 611064687):
LOT 4, MERIDIAN COUNTY PLAT NUMBER 14-000, ACCORDING TO THE "MAY THEE" PLAT, AS SHOWN ON THE MAP OF THE COUNTY OF WASHINGTON, SITUATE IN THE COUNTY OF WASHINGTON.

- WELLS AND DRAINFIELDS NOTE:**
THERE ARE NO EXISTING WELLS OR DRAINFIELDS ON THE SUBJECT PROPERTY. THERE ARE NO KNOWN DRAINFIELDS OR ADJACENT STRUCTURES AFFECTED BY THE PROPOSED PROJECT.
- LEGEND**
- EXISTING MAJOR CONDUIT
 - EXISTING MEDIUM CONDUIT
 - PROPOSED CONDUIT
 - APPLICABLE PANEL, TIMES
 - PROPOSED LOT LINES
 - EXISTING ROAD CENTERLINE
 - EXISTING PAVEMENT
 - PROPOSED PAVEMENT
 - CLEARING LIMIT
 - SET FENCING
 - EXISTING NATURAL GAS MAIN
 - EXISTING NATURAL GAS VALVE
 - EXISTING OVERHEAD POWER
 - EXISTING POWER POLE
 - EXISTING STREET CROWN MANHOLE
 - EXISTING STREET DRAIN CATCH BASIN
 - CURBSIDE SEWER MAIN
 - PROPOSED SEWER MAIN
 - PROPOSED SEWER MANHOLE
 - EXISTING WATER MAIN
 - PROPOSED WATER MAIN
 - PROPOSED WATER MANHOLE
 - PROPOSED STORM LATERALS
 - PROPOSED STORM INLET/STATION AREA
 - PROPOSED CONCRETE SIDEWALK

TOPOGRAPHY NOTE:
THE TOPOGRAPHIC INFORMATION SHOWN IS A REFERENCE TO THE 1988 DATUM. THE INFORMATION IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN AS SHOWN. THE INFORMATION IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN AS SHOWN.

TAX PARCEL NUMBER:
140000014

GIG HARBOR
214 3rd Street, SE
GIG HARBOR, WA 98243
PHONE: 360-881-1111
FAX: 360-881-1112
WWW.GIGHARBORWA.GOV

DATE: _____

PRELIMINARY ENGINEERING
SITE PLAN

PROJECT NO: PL-PLAT-14-000
DRAWING NO: 1201
SHEET OF: C2
DATE: 10/13/14

THE VILLAGE AT HOLLY CIRCLE
2500 HOLLYCROFT ST NW
GIG HARBOR, WASHINGTON

DESIGNED BY: CTB
DRAWN BY: TUB
CHECKED BY: CTB
APPROVED BY: CTB
SCALE: 1"=30' @ 22"x34"

WestSound Engineering, Inc
ENGINEERING, PLANNING AND SURVEYING
217 S.W. 15th Ave
Fort Lauderdale, FL 33304
Phone: (954) 576-1111
Fax: (954) 576-1112
www.westsoundeng.com

HOLLY CIRCLE LLC
501 REID DRIVE NW
GIG HARBOR, WA 98243
(206) 881-4100



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

Subject: Street Names – McCormick Creek

Proposed Council Action: Approve the naming of the streets within the McCormick Creek PRD Phase 1 & 2 as described.

Dept. Origin: Building & Fire Safety

Prepared by: P. Rice *PR*
Building Official/Fire Marshal

For Agenda of: July 13, 2015

Exhibits: Request letter and map

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: _____

Approved by Department Head: *PR 7-6-2015*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

INFORMATION / BACKGROUND

The McCormick Creek residential plat is located to the East of Burnham Drive adjacent to the Gig Harbor Little League Fields. The developer has requested to name the roadways within first two phases of the development as:

McCormick Creek Drive, Blue Pebble Court, Driftwood Avenue, Mariner Street, Clipper Way and Admiral Street.

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

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

Staff has reviewed the applicable codes and finds the names of the proposed roadways within the McCormick Creek PRD are appropriate and consistent with City requirements.

FISCAL CONSIDERATION

There is no fiscal impact to the City.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the naming of the streets within the McCormick Creek PRD Phase 1 & 2 as described.



July 2, 2015
Email: ricep@cityofgigharbor.net

Paul Rice
Building Official/Fire Marshal
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

RE: Road Names Request for McCormick Creek PRD

Dear Paul:

In preparation for submitting for the McCormick Creek Final PRD, we are submitting the following proposed road names for your approval. Attached is an exhibit showing the road locations and names.

Road 1: McCormick Creek Drive
Road 4: Blue Pebble Court
Road 5: Driftwood Avenue
Road 6: Mariner Street
Road 7: Clipper Way
Roads 8/9: Admiral Street

Roads 2 and 3 are not included because they will be finished by a different developer who will select road names at a future date.

If you have any questions or need additional information, please contact me at this office. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Julie D. Kelly", is written over a circular blue stamp.

Julie D. Kelly
Director of Land Acquisition and Marketing

14830c.032.doc
enc: As Noted
cc: Bryan Stowe, McCormick Creek LLC
Jason Hubbell, Barghausen Consulting Engineers, Inc.
Kris Nelson, Barghausen Consulting Engineers, Inc.



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

Subject: Second reading of ordinance providing for a mid-biennial review and modification of the biennial budget.

Proposed Council Action:
Adopt the ordinance providing for a mid-biennial review and modification of the biennial budget.

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: July 13, 2015

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

Approved by City Administrator

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

Approved by Finance Director:

JG 6/30/15
JRW 6/30/15
DR 6/30

Expenditure		Amount		Appropriation	
Required	See below	Budgeted	0	Required	See below

INFORMATION / BACKGROUND

Pursuant to Chapter 35A.34 RCW, the City Council adopted a biennial fiscal budget for the 2016 – 2016 biennium.

RCW 35A.34.130 requires that the City, by ordinance, provide for a mid-biennial review and modification of the biennial budget.

The review is required to begin no earlier than September 1 and no later than December 31.

The schedule will be similar to the budget preparation schedule that the City has followed in the past, with the budget modification ordinance and related public hearing being scheduled for the November 2015 City Council meetings.

RECOMMENDATION / MOTION

Adopt the ordinance for a mid-biennial review and modification of the biennial budget.

ORDINANCE NO. 1318

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR A MID-BIENNIAL REVIEW AND MODIFICATION OF THE BIENNIAL BUDGET PURSUANT TO RCW 35A.34.130, AND FIXING A TIME WHEN THE SAME SHALL BECOME EFFECTIVE.

WHEREAS, pursuant to Chapter 35A.34 RCW, the City of Gig Harbor, Washington has adopted a biennial fiscal budget; and

WHEREAS, RCW 35A.34.130 requires that the City, by ordinance, provide for a mid-biennial review and modification of the biennial budget; now, therefore,

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

Section 1. Adopted. Mid-biennial reviews and modifications of the biennial budget are hereby provided. The review of the mid-biennial budget shall commence no sooner than eight months after the start nor later than 12 months after the start of the biennium. The mayor shall prepare the proposed budget modification and shall provide for publication of notice of hearings consistent with publication of notices for adoption of other city ordinances. The mayor shall distribute the proposed modification to members of the city council, with copies available to the public at City Hall. Public hearings on the proposed budget modification shall be conducted prior to the adoption of the ordinance modifying the biennial budget.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 13th day of July, 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: 06/18/15
PASSED BY THE CITY COUNCIL: 07/13/15
PUBLISHED: 07/15/15
EFFECTIVE DATE: 07/20/15
ORDINANCE NO: 1318



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

Subject: Wastewater Treatment Plant Water Engineering Technologies, LLC – Agreement Authorization

Approve and authorize the Mayor to sign the agreement with Water Engineering Technologies for rental of a bottle-less water purification cooler using City water to replace bottled water dispenser at the Wastewater Treatment Plant.

Dept. Origin: Public Works/Wastewater Treatment Plant

Prepared by: Darrell Winans, Supervisor *DW*
Wastewater Treatment Plant

For Agenda of: July 13, 2015

Exhibits: Agreement

	Initial & Date
Concurred by Mayor:	<i>TSW 7/9/15</i>
Approved by City Administrator:	<i>Ron W 7/7/15</i>
Approved as to form by City Atty:	<i>ok by email 7/7/15</i>
Approved by Finance Director:	<i>CF 7/7</i>
Approved by Department Head:	<i>DW 7/7/15</i>

Expenditure Required	\$1,140	Amount Budgeted	\$401,600	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The Wastewater Treatment Plant would like to move from purchasing bottled water to a bottle-less water purification system using City water. Water Engineering Technologies is the only company on our Municipal Research and Services Center (MRSC) vendor roster that provides this service.

FISCAL CONSIDERATION

The 2015-2016 Wastewater Operating Fund covers this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve and authorize the Mayor to sign the agreement with Water Engineering Technologies for rental of a bottle-less water purification cooler using City water to replace bottled water dispenser at the Wastewater Treatment Plant.



www.wetcoolers.com

DISTRIBUTOR:
Water Engineering Technologies, LLC
P.O. Box 58218
Seattle, WA 98138
253-893-7520

CUSTOMER INFORMATION BILLING INFORMATION (if different)
Company Full Legal Name: City of Gig Harbor
Company Name: GIG HARBOR WASTEWATER TREATMENT PLANT
Contact: Darrell Winans Phone #: 253-851-8999
Equipment Location Address: 4216 Harborview Drive
Address: 3510 GRANDVIEW ST.
City, State, Zip: Gig Harbor, WA 98335
City, State, Zip: Gig Harbor WA 98332
Email: winansd@cityofgigharbor.net TIN#: 91-6001435
Email: winansd@cityofgigharbor.net P.O.#:
Org Type: Corp LLC Partnership Other State incorporated/organized:

RENTAL TERM MONTHLY PAYMENT BILLING FREQ./TYPE SPECIAL INSTRUCTIONS
60 mo's \$ 47.50 (plus taxes)
Monthly ACH

EQUIPMENT SCHEDULE ACCOUNT SETUP FEES
5000
Installation Fee
\$ 0 / Unit = \$ n/a
Other Fees* = \$ n/a
* See attached equipment schedule (if applicable).

ACH INSTRUCTIONS
By providing the bank account information herein, I (we), as the account holder(s), authorize the Distributor or its assignee and our or its financial institution to debit our account for the amounts due or to become due under the terms of this Rental Agreement. This authorization will remain in effect until written notification of termination is received by the Distributor or its assignee.
Routing #: Account #:
Account Name: Authorized Signer:

Agreed and Accepted by:

Customer:

Authorized Signature Name Printed
Title Date
Distributor: Tracy A. Masten Account Exec.
Signature Title Date

Customer acknowledges having read and understood all of the terms of this Rental Agreement, including page 2 hereof, and agrees to be bound by all of the terms herein upon execution of this Rental Agreement.

Rental Agreement Terms

1. **Ownership of Equipment:** Distributor is the sole owner and title-holder of the equipment under this Rental Agreement ("Equipment"). Customer agrees to keep the Equipment free and clear of all liens and Customer will pay all taxes, filing fees, interest and penalties relating to this Rental Agreement or the Equipment.
2. **Complete Agreement:** Customer agrees that no promises or agreements have been made by Distributor or anyone else regarding the rental or use of the Equipment which are not part of this Rental Agreement.
3. **Authorized Signer:** The person signing this Rental Agreement on behalf of the Customer represents he/she has the power and authority to do so on behalf of the Customer.
4. **Liability and Insurance; Indemnity:** Customer is responsible for any losses or injuries caused by the Equipment and due to acts of Customer. Customer agrees to keep the Equipment fully insured against such losses during the term of the Rental Agreement or any extension hereof. If Distributor or its assignee requests proof of insurance and Customer fails to provide said proof, Customer agrees to pay to Distributor or its assignee the cost (which may be at a higher premium) of the insurance obtained by Distributor or its assignee. Customer agrees to indemnify, defend and hold harmless Distributor's assignee at all times, including after termination of this Rental Agreement, from and against any loss, damage, liability or claim, including reasonable attorneys' fees, caused by the Equipment or its use.
5. **Location of Equipment:** Customer will keep the Equipment at the location specified in this Rental Agreement. The Distributor or its authorized agent must perform any relocation of the Equipment.
6. **Distributor Interests:** Customer may not sell, transfer, encumber or assign the Equipment or this Rental Agreement without the prior written consent of Distributor or its assignee. Distributor may sell, transfer, encumber or assign its interests in the Equipment and/or this Rental Agreement. Any assignee of Distributor will have all of Distributor's rights and benefits under this Rental Agreement but none of its obligations.
7. **Agreement Inception, Payment Requirements, Payment Due Dates:** This Rental Agreement shall commence on the Delivery and Acceptance Date ("Commencement Date") and continue for the duration of the term stated on page 1 herein. Rental will accrue from the Commencement Date; Provided that payment for the initial billing period shall be due thirty (30) days after the Commencement Date. Thereafter, payments will be due for each billing period on the date that Distributor or its assignee establish for payments under this Rental Agreement. If payment is not made within fifteen (15) days of when due, a late charge equal to 15% of the late payment or \$20, whichever is greater, will be charged for each late payment. Customer's obligation extends through the term of the Agreement.
8. **Early Termination:** Customer may terminate this Rental Agreement with thirty (30) days prior written notice to Distributor and upon payment, as calculated on the termination date, of all remaining payments, and all sales tax, and fees, if applicable.
9. **Renewal/Price Protection:** After the initial rental term (or extension previously agreed to), this Rental Agreement will renew for an addition 12 months and annually thereafter at the same monthly rate unless the Customer notifies Distributor in writing ninety (90) days prior to the expiration of the initial rental term (or extension previously agreed to) that Customer does not intend to renew this Rental Agreement and will return the Equipment.
10. **Installation, Maintenance and Care:** Customer agrees to use the Equipment in accordance with the Distributor's specifications and will make the Equipment available to Distributor or its authorized agent for service and maintenance. Amounts payable by Customer under this Rental Agreement are exclusive of any charges for Equipment service, maintenance or repairs.
11. **UCC Filings:** Customer grants Distributor (and its successors and assigns) authorization to sign and file Uniform Commercial Code financing statements deemed necessary by Distributor (or its successors and assigns) to protect its interests in the Equipment.
12. **Default:** If Customer does not pay any amount when due, or breaches any other term of this Rental Agreement, or becomes insolvent or subject to any insolvency proceeding, Distributor or its assignee may deem the Customer in default and Distributor or its assignee may thereafter exercise any and all legal remedies available by law including but not limited to, repossession of the Equipment, termination of maintenance agreements, reimbursement of reasonable attorney fees associated with any action, repossession or disposal of the Equipment and acceleration of the balance due under this Rental Agreement. If any part of this Rental Agreement is found to be invalid, then it shall not invalidate any of the other parts.
13. **Business Agreement:** Customer agrees that this Rental Agreement and its use of the Equipment is solely for business purposes. This Rental Agreement will be governed by the laws of the state in which the Equipment is located. Any judicial proceedings arising under this Rental Agreement shall be adjudged by any court in any state in which the Customer conducts business at the commencement of the action or is organized. Customer expressly accepts the jurisdiction and venue in any such court and irrevocably waives any right to a trial by jury.
14. **Manner of Execution:** Delivery of a signed counterpart hereof by facsimile transmission or by e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.
15. **Miscellaneous:** There is only one "ORIGINAL" of this Rental Agreement with the Customer's original signature. Any purchaser of this paper is notified that a security or ownership interest has been granted to the party holding a copy of the Rental Agreement marked "ORIGINAL" and any other security or ownership interest herein will violate the rights of such party.



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

Subject: Jerisich Dock Water and Power (CPP1412) – Peninsula Light Agreement and Easement for Electrical Utilities Installation

Dept. Origin: Public Works

Proposed Council Action: Authorize the Mayor to execute the “Terms and Conditions for Projects” in the amount of \$3,927.64 and an “Easement” agreement, both with Peninsula Light

Prepared by: Emily Appleton, PE *EA 7.8.15*

For Agenda of: July 13, 2015

Exhibits: Terms and Conditions for Projects
Easement Agreement

Concurred by Mayor: *SP 7/9/15*
Approved by City Administrator: *Ron W 7/9/15*
Approved as to form by City Atty: *by email 7-7-15*
Approved by Finance Director: *DR 7-9*
Approved by Public Works Dir.: *DD 7/8/15*
Approved by City Engineer: *M 7/15*

Expenditure Required	\$3,927.64	Amount Budgeted	\$190,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

The Jerisich Dock Water and Power project includes the installation of twelve (12) water and power supply pedestals for use by moored vessels. In order to supply adequate power to safely operate the new pedestals, a new padmount transformer needs to be installed by Peninsula Light Company. Staff has coordinated with Peninsula Light Company to obtain the attached “Terms and Conditions for Projects” agreement and the associated Easement Agreement.

The work by Peninsula Light Company needs to be completed prior to construction of the Jerisich Dock Water and Power project, currently on schedule to start in early September. Staff will coordinate with Peninsula Light Company to schedule their work to occur during either July or August. Based on conversations with Peninsula Light Company staff, their work is anticipated to take approximately one week to complete and will have minor impacts to Skansie Park in the vicinity just to the north of the pavilion driveway.

This action will allow Peninsula Light to schedule and complete the work necessary for the Jerisich Dock Water and Power project without impacting the project schedule.

FISCAL CONSIDERATION

The project is included in the 2015/16 Budget, under the Parks Development Fund. A budget summary is shown in the table below:

2015/16 Budget for Parks Development, Objective No. 11:	\$190,000
Project Expenses:	
Peninsula Light Company – Electrical Equipment Upgrade (actual cost):	(\$ 3,928)
Estimated Material Costs for City Staff to upgrade the water service:	(\$ 4,000)
Estimated Material Costs for City staff to upgrade the signage:	(\$ 1,500)
Estimated Material Costs for City Staff to replace gangway decking:	(\$ 5,000)
Grette & Associates – Habitat Management Plan Update (actual cost):	(\$ 2,854)
Permit Fees:	(\$ 6,000)
Estimated Remaining Budget for Construction Contract:	\$ 166,718

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Authorize the Mayor to execute the “Terms and Conditions for Projects” in the amount of \$3,927.64 and an “Easement” agreement, both with Peninsula Light

ORIGINAL

Terms and Conditions for Projects

Date: 5/14/2015

Pilot Order #: 22386

Costs: \$3,927.64

Peninsula Light Company (PLC) of Pierce County, Washington, upon payment of the costs stated above, will install the necessary electric distribution system or provide the required electric service to the above stated project, all in accordance with PLC's current Line Extension Policy. As a condition for obtaining the required services, the Developer agrees to follow all the requirements of PLC's Line Extension Policy and also to the following:

1. All material and equipment installed shall remain the property of PLC.
2. The costs shown above are valid for 90 days past the date prepared. The Construction Cost Estimate Fee may be applied toward the project costs if the full amount shown is paid within the 90-day period.
3. Upon completion of the project, PLC reserves the right to bill (or refund) actual costs in excess of the original estimate.
4. PLC will grant an additional 90 days from the date costs are paid to acquire a schedule date to begin construction. However, if the start of the project is delayed for any reason past 90 days from the date payment is received, PLC may, at its discretion, recalculate the project costs and collect from and/or refund to the Developer any costs differences. **If the start of the project is delayed for any reason past six months from the date payment is received, PLC will consider the project expired and all fees paid in advance may be forfeited.**
5. PLC will complete this project when, at its discretion, the required materials, personnel, and equipment are available. The Developer shall have no claim for special or incidental damages based on the final completion date of the project.
6. An easement will be granted by the property owner to Peninsula Light Company, Comcast, and CenturyLink of Washington Inc. as follows: An easement is hereby reserved for and granted to Peninsula Light Company, CenturyLink of Washington Inc., and Comcast and their respective successors and assigns the West 10 feet of parcel beginning at 193.48 feet North of the Southwest property corner and paralleling Harborview Dr for 10 feet of the following described property:

Commencing at the Northwest corner of Section 8, Township 21 North, Range 2 East, W.M.; thence South 88 degrees 18'20" East along the

Northerly line of said Section 1797.63 feet to a cased monument at the intersection of Rosedale Street NW and Harborview Dr NW; thence South 88 degrees 18'46" East 35.31 feet to the Easterly right-of-way margin of said Harborview Drive NW and the point of beginning; thence North 30 degrees 08'34" West along said Easterly margin 20.70 feet; thence North 28 degrees 30'24" West along said Easterly margin 12.52 feet; thence North 37 degrees 22'14" East along the Northerly right-of-way margin of vacated Skansi Street 176.57 feet; thence South 52 degrees 37'46" East 60.00 feet; thence South 37 degrees 22'14" West along the Southerly right-of-way margin of vacated Skansi Street 59.50 feet to the Government meander line; thence South 33 degrees 38'46" East along said meander line 108.49 feet to a stone monument at the meander corner between Sections 8 and 5; thence South 68 degrees 56'21" East along said meander line 149.27 feet; thence South 34 degrees 03'39" West 257.22 feet to said Easterly right-of-way margin; thence North 30 degrees 08'34" West along said Easterly margin 313.96 feet to the point of beginning

Situate in the County of Pierce, state of Washington.

The Real Property or its address is commonly known as 3207 Harborview Dr, Gig Harbor, WA 98335. The Real Property tax identification number is 02-21-08-2-232.

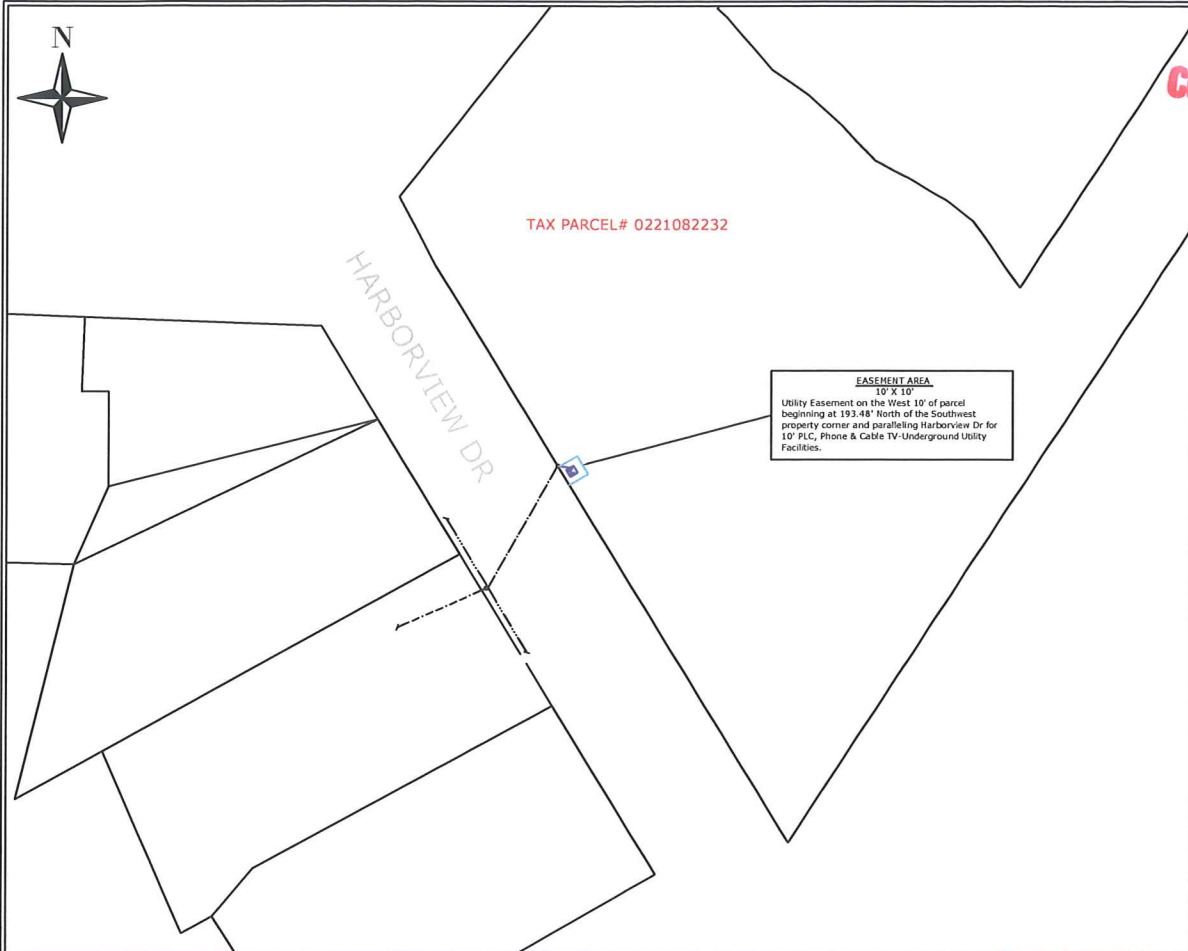
in which to install, lay, construct, renew, operate and maintain underground conduits, cables and wires with necessary facilities and other equipment for the purpose of serving the subdivision and other property with electric, telephone, and cable television service, together with the right to enter the plat at all times for the purposes stated. All permanent utility services shall be provided by underground service exclusively.

Confirmation of the above easement language will be required prior to any electrical service connections within the plat and non-compliance will result in a denial of connected services.

Paid this _____ day of _____, _____.

Developer/Property Owner

CUSTOMER COPY



Parcel Summary for 0221082232

05/14/2015 11:50 AM

Property Details

Parcel Number: 0221082232
Site Address: 3207 HARBORVIEW DR
Account Type: Real Property
Category: Land and Improvements
Use Code: 9391-SALTWATER TIDELANDS

Taxpayer Details

Taxpayer Name: CITY OF GIG HARBOR
Mailing Address: 3510 GRANDVIEW ST
 GIG HARBOR WA 98335-1214

Appraisal Details

Value Area: P11
Appr Acct Type: Commercial
Business Name: CITY OF GIG HARBOR PARK
Last Inspection: 03/27/2014 - Physical Inspection

Assessment Details

2014 Values for 2015 Tax
Taxable Value: 0
Assessed Value: 3,160,700
Exemptions: Municipal Corp and Misc Taxing Districts

Related Parcels

Group Account Number: n/a
Mobile/MFG Home and Personal Property n/a
 parcel(s) located on this parcel:
 Real parcel on which this parcel is located: n/a

Tax Description

Section 08 Township 21 Range 02 Quarter 21 PARCEL A DBLR 2004-06-02-5005 DESC AS FOLL COM AT NW COR SEC 8 TH S 88 DEG 18 MIN 20 SEC E ALG NLY L1 SD SEC 1797.63 FT TO INTER OF ROSEDALE ST NW & HARBORVIEW DR NW TH S 88 DEG 18 MIN 46 SEC E 35.31 FT TO ELY R/W & POB TH N 30 DEG 08 MIN 34 SEC W 20.70 FT TH N 28 DEG 30 MIN 24 SEC W 12.52 FT TH N 37 DEG 22 MIN 14 SEC E 176.57 FT TH S 52 DEG 37 MIN 46 SEC E 60 FT TH S 37 DEG 22 MIN 14 SEC W 59.5 FT TO GOVT ML TH S 33 DEG 38 MIN 46 SEC E 108.49 FT TO MEANDER COR BET SECS 8 & 5 TH S 68 DEG 56 MIN 21 SEC E 149.27 FT TH S 34 DEG 03 MIN 39 SEC W 257.22 FT TH N 30 DEG 08 MIN 34 SEC W 313.96 FT TO POB TOG/W 2ND CL TDLOS ABUTT COMB OF 2-020, 2-019, 02-21-05-3120 & 765000-011-0 SEG 2005-1190BL 01-26-05BL

PLC SYMBOLOGY				PRIMARY CONDUCTOR		TRANSMISSION & SECONDARY		COLOR KEY	
⊙ SERVICE POINT	⊙ FAULT INDICATOR	○ POLE	⊠ HORIZONTAL SECONDARY	— UG 1 PHASE	— TRANSMISSION	⊕ EXISTING	⊖ INSTALL	⊕ EXISTING	⊖ INSTALL
⊙ OPEN POINT	⊠ SWITCH CABINET	⊙ FURROW POLE	⊠ VALVE	— UG 2 PHASE	— UG SECONDARY	⊕ EXISTING	⊖ INSTALL	⊕ EXISTING	⊖ INSTALL
⊙ CAPACITOR	⊠ BUS BAR	* UNDERV	⊠ TRANSFORMER_LBS	— UG 3 PHASE	— UG SERVICE	⊕ EXISTING	⊖ INSTALL	⊕ EXISTING	⊖ INSTALL
⊙ SUBSTATION	— OPEN END	⊠ H/L	⊠ TRANSFORMER_OH	— OH 1 PHASE	— OH SECONDARY	⊕ EXISTING	⊖ INSTALL	⊕ EXISTING	⊖ INSTALL
⊙ STREETLIGHT	⊠ VOLTAGE REGULATOR	⊠ HORIZONTAL PRIMARY	⊙ FUSE	— OH 2 PHASE	— OH SERVICE	⊕ EXISTING	⊖ INSTALL	⊕ EXISTING	⊖ INSTALL
				— OH 3 PHASE		⊕ EXISTING	⊖ INSTALL	⊕ EXISTING	⊖ INSTALL

Peninsula Light Co <i>a mutual corporation</i> 13315 Goodnough Drive N.W. P.O. Box 78 Gig Harbor, WA 98335 (253) 857-5950	TAILBOARD		PROJECT TYPE: COM-INSTALL PERM PROJECT NAME: JERISICH DOCK PROJECT LOCATION: 3207 HARBORVIEW DR NW	
	FOREMAN: _____ DATE: _____	FOREMAN: _____ DATE: _____	ASBUILT	
	CONTRACTOR: _____ DATE: _____	FOREMAN: _____ DATE: _____	CLIENT: CITY OF GIG HARBOR	
	Designed By: M FARRINGTON		W/O #: 22386	
	REVIEWED BY: _____ APP'D BY: _____ ZONE: 608 DATE: _____		VERSION: EASEMENT SCALE: NTS SHEET: 1 of 1	

AFTER RECORDING RETURN TO:
Peninsula Light Company
PO Box 78
Gig Harbor, WA 98335

E A S E M E N T

THE GRANTORS, City of Gig Harbor

For and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, do each as to property in which he has an interest hereby grant, convey and warrant to PENINSULA LIGHT COMPANY, CENTURY TEL OF WASHINGTON DBA CENTURYLINK, and COMCAST CABLE or their successors or assigns, all hereinafter jointly called the COMPANIES; a perpetual right of way and easement with the right, privilege and authority to construct, operate, and maintain a SYSTEM of underground electric power cables, phone lines, and cable TV, and appurtenances to each; over, under, through and across real property herein described and known as the EASEMENT AREA(s).

THE GRANTORS further provide that:

1. The ground grade of the EASEMENT AREA(s) shall not be altered in excess of six (6) inches from the grade established upon completion of the installation of said SYSTEM, except where permitted by the COMPANIES.
2. The EASEMENT AREA(s) may be occupied by other objects only as long as they will not interfere with or endanger any part of the SYSTEM, and/or its construction, operation or maintenance.

EASEMENT AREA(s) situated in the County of Pierce, State of Washington is described as follows: Utility easement on the West 10 feet of parcel beginning at 193.48 feet North of the Southwest property corner and paralleling Harborview Dr for 10 feet.

APN: 022108 223 2

Commencing at the Northwest corner of Section 8, Township 21 North, Range 2 East, W.M.; thence South 88 degrees 18'20" East along the Northerly line of said Section 1797.63 feet to a cased monument at the intersection of Rosedale Street NW and Harborview Dr NW; thence South 88 degrees 18'46" East 35.31 feet to the Easterly right-of-way margin of said Harborview Drive NW and the point of beginning; thence North 30 degrees 08'34" West along said Easterly margin 20.70 feet; thence North 28 degrees 30'24" West along said Easterly margin 12.52 feet; thence North 37 degrees 22'14" East along the Northerly right-of-way margin of vacated Skansi Street 176.57 feet; thence South 52 degrees 37'46" East 60.00 feet; thence South 37 degrees 22'14" West along the Southerly right-of-way margin of vacated Skansi Street 59.50 feet to the Government meander line; thence South 33 degrees 38'46" East along said meander line 108.49 feet to a stone monument at the meander corner between Sections 8 and 5; thence South 68 degrees 56'21" East along said meander line 149.27 feet; thence South 34 degrees 03'39" West 257.22 feet to said Easterly right-of-way margin; thence North 30 degrees 08'34" West along said Easterly margin 313.96 feet to the point of beginning, in Gig Harbor, Pierce County, Washington.

Together with second class tidelands, as conveyed by the State of Washington, Situate in front of, adjacent to or abutting thereon.

DATED this _____ day of _____ 20

Tim Payne, Mayor Pro Tem

Page 2 of 2
City of Gig Harbor Easement
APN: 022108 223 2

STATE OF _____

ss.

COUNTY OF _____

I certify that I know or have satisfactory evidence that

(is/are) the person(s) who appeared before me, and said person(s) acknowledged that
_____ signed this instrument, on oath stated that _____ authorized to
execute the instrument and acknowledge it as the _____
of _____ to be the free and voluntary act of such
party(ies) for the uses and purposes mentioned in this instrument.

Dated:

Notary name printed: _____

Notary Public in and for the State of _____

Residing at _____

My appointment expires: _____



Business of the City Council City of Gig Harbor, WA

Subject: Second Reading of Three Ordinances - Utility Rates and General Facilities Charges

Proposed Council Action:

1. Adopt Ordinance No. 1319 implementing new monthly water utility rates and general facilities charges.
2. Adopt Ordinance No. 1320 implementing new monthly sewer utility rates and general facilities charges.
3. Adopt Ordinance No. 1321 implementing new monthly stormwater utility rates and general facilities charges.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

add

For Agenda of: July 13, 2015

Exhibits: Three Ordinances

	Initial & Date
Concurred by Mayor:	<i>TSJ 7/9/15</i>
Approved by City Administrator:	<i>Ron W 7/8/15</i>
Approved as to form by City Atty:	<i>VIA EMAIL 7/7/15</i>
Approved by Finance Director:	<i>DR 7/8/15</i>
Approved by Department Head:	<i>add 7/8/15</i>

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

The City operates three utilities as part of the services provided to its residents. These utilities include a water utility encompassing a portion of the city limits and areas outside the city limits, a wastewater utility encompassing the entire city limits and areas outside the city limits, and a stormwater utility encompassing the entire city limits.

Each utility maintains a comprehensive plan identifying operations, maintenance, and capital projects necessary to meet six-year and twenty-year needs. These projects have been used to populate funding needs identified in the city's recent utility rate modelling process.

On a regular basis the city performs a utility rate modeling to verify utility revenues will meet future obligations. The results of the recent rate modeling efforts found the current rates and charges will not support the projects identified in each utility's comprehensive plan. The current utility rate models were used to establish the proposed rate increases presented in the three attached utility rate ordinances.

The city held two public open houses in 2015 to present and discuss the proposed utility rate increases. The first public open house presented the proposed utility general facilities charge increases in May 2015. The second public open house presented the proposed utility monthly rate increases in June 2015. Subsequently, on June 22 at the first reading of the three ordinances regarding utility rate and general facilities charge increase (one for each proposed utility) a public hearing was held.

FISCAL CONSIDERATION

While there is no expenditure required to adopt these ordinances, approval of these ordinances is anticipated to provide revenues for the city utilities to implement operations, maintenance, and capital projects identified in each utility's comprehensive plan.

BOARD OR COMMITTEE RECOMMENDATION

This topic has been presented to the Public Works Committee three times in the past nine months with support to continue with the recommended increases to the utility monthly rate and general facilities charges.

RECOMMENDATION/MOTION

1. Adopt Ordinance No. 1319 implementing new monthly water utility rates and general facilities charges.
2. Adopt Ordinance No. 1320 implementing new monthly sewer utility rates and general facilities charges.
3. Adopt Ordinance No. 1321 implementing new monthly stormwater utility rates and general facilities charges.

ORDINANCE NO. 1319

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER UTILITY RATES; REPEALING SECTIONS 13.04.010, 13.04.013, 13.04.020, AND 13.04.080 REPLACING WITH NEW RESPECTIVE SECTIONS; CREATING A NEW SECTION 13.04.018; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is necessary to raise water service rates and charges to meet the increasing cost of providing water services; and

WHEREAS, the 2015 rate study provided by Peninsula Financial Consulting supports these rate increases; and

WHEREAS, the household income levels for low-income utility rate reduction has not been adjusted since established in 2003 and should be adjusted for cost of living expenses; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 13.04.010 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.010 Water Rates

A. Effective August 1, 2015 the monthly water service rates not including state and city taxes shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
Residential	\$16.00	\$2.09
Multiresidential		
5/8" & 3/4"	28.10	1.95
1"	38.68	1.95
1-1/2"	64.89	1.95
2"	96.47	1.95
3"	180.61	1.95
4"	275.37	1.95
Commercial/Schools		
5/8" & 3/4"	23.56	2.02
1"	31.12	2.02

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
1-1/2"	49.80	2.02
2"	72.31	2.02
3"	132.35	2.02
4"	199.94	2.02

B. Effective January 1, 2016 the monthly water service rates not including state and city taxes shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
Residential	\$16.96	\$2.21
Multiresidential		
5/8" & 3/4"	29.79	2.07
1"	41.00	2.07
1-1/2"	68.79	2.07
2"	102.26	2.07
3"	191.45	2.07
4"	291.89	2.07
Commercial/Schools		
5/8" & 3/4"	24.98	2.15
1"	32.99	2.15
1-1/2"	52.79	2.15
2"	76.65	2.15
3"	140.29	2.15
4"	211.93	2.15

C. Effective January 1, 2017 the monthly water service rates not including state and city taxes shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
Residential	\$17.80	\$2.32
Multiresidential		
5/8" & 3/4"	31.28	2.17
1"	43.05	2.17
1-1/2"	72.23	2.17

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
2"	107.37	2.17
3"	201.02	2.17
4"	306.48	2.17
Commercial/Schools		
5/8" & 3/4"	26.23	2.25
1"	34.64	2.25
1-1/2"	55.43	2.25
2"	80.48	2.25
3"	147.31	2.25
4"	222.53	2.25

D. Effective January 1, 2018 the monthly water service rates not including state and city taxes shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
Residential	\$18.69	\$2.44
Multiresidential		
5/8" & 3/4"	32.84	2.28
1"	45.20	2.28
1-1/2"	75.84	2.28
2"	112.74	2.28
3"	211.07	2.28
4"	321.81	2.28
Commercial/Schools		
5/8" & 3/4"	27.54	2.37
1"	36.37	2.37
1-1/2"	58.20	2.37
2"	84.51	2.37
3"	154.67	2.37
4"	233.66	2.37

E. Effective January 1, 2019 the monthly water service rates not including state and city taxes shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
Residential	\$19.44	\$2.54

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
Multiresidential		
5/8" & 3/4"	34.15	2.37
1"	47.01	2.37
1-1/2"	78.87	2.37
2"	117.25	2.37
3"	219.52	2.37
4"	334.68	2.37
Commercial/Schools		
5/8" & 3/4"	28.64	2.46
1"	37.83	2.46
1-1/2"	60.53	2.46
2"	87.89	2.46
3"	160.86	2.46
4"	243.00	2.46

F. Effective January 1, 2020 the monthly water service rates not including state and city taxes shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
Residential	\$20.22	\$2.64
Multiresidential		
5/8" & 3/4"	35.52	2.47
1"	48.89	2.47
1-1/2"	82.03	2.47
2"	121.94	2.47
3"	228.30	2.47
4"	348.07	2.47
Commercial/Schools		
5/8" & 3/4"	29.78	2.56
1"	39.34	2.56
1-1/2"	62.95	2.56
2"	91.40	2.56
3"	167.29	2.56
4"	252.72	2.56

Section 2. Section 13.04.013 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.013 Low-income utility rate reduction and connection fee waiver/delay.

A. Definitions. For the purposes of this section, the following definitions shall apply:

1. "Low-income senior citizen" means a person aged 62 years or older (if married, either spouse may be 62 years or older) who:
 - a. Is a Gig Harbor water or sewer customer and has an account in his/her name;
 - b. Is the head of the household;
 - c. Has a monthly gross household income from all sources that is not more than:

Household Size	Monthly Income	Annual Income
1	\$1,550	\$18,601
2	\$2,090	\$25,082
3	\$1,510	\$32,001
4	\$3,167	\$39,128
5	\$3,706	\$44,473

B. Rate Reduction. A low-income senior citizen may pay a rate equal to 50 percent of the applicable water and/or sewer rate established by the city in GHMC 13.04.010 and 13.32.010, or any amendments thereto.

C. Waiver/Delay of Connection Fees. A low-income senior citizen may request a waiver of a connection fee to his or her property in the amount of 50 percent of the applicable water and/or sewer connection fee established in GHMC 13.04.080 and 13.32.060, or any amendments thereto. A low-income senior citizen may request a delay in the city's collection of the connection fee, as reduced by this subsection, for a period of five years, as long as the eligibility requirements of this section are satisfied for each year.

D. Eligibility Requirements. In order to obtain a rate reduction and/or waiver/delay of connection fees, a low-income senior citizen shall:

1. File an affidavit with the finance department on an annual basis, and submit documentation requested by the finance department verifying that he/she is eligible to receive the benefits of this section; and
2. In the affidavit, provide the city with an unqualified promise to inform the city of any changes in his/her financial condition that would disqualify him/her from the benefits of this section.

Section 3. A new Section 13.04.018 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

13.04.018 Credit to existing customers for water flushing.

Any existing customer may request a credit for water use due to water flushing due to unpleasant water color or taste. This request shall be made in writing to the Public Works

Director prior to water flushing. The maximum credit allowed per billing cycle shall not exceed 2 CCF.

Section 4. Section 13.04.020 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.020 Nonmetered residential uses.

- A. Effective August 1, 2015, the water service charge for each unmetered residential or multiple residential building shall be \$47.46.
- B. Effective January 1, 2016, the water service charge for each unmetered residential or multiple residential building shall be \$50.30.
- C. Effective January 1, 2017, the water service charge for each unmetered residential or multiple residential building shall be \$52.82.
- D. Effective January 1, 2018, the water service charge for each unmetered residential or multiple residential building shall be \$55.46.
- E. Effective January 1, 2019, the water service charge for each unmetered residential or multiple residential building shall be \$57.68.
- F. Effective January 1, 2020, the water service charge for each unmetered residential or multiple residential building shall be \$59.99.

Section 5. Section 13.04.080 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.04.080 Water system general facility charge.

A. The city shall charge the following general facilities charge to connect to the water utility system:

Meter Size	Capacity Factor	General Facilities Charge
3/4"	1.0	\$ 7,300.00
1"	1.67	12,191.00
1-1/2"	3.33	24,309.00
2"	5.33	38,909.00
Over 2"	Per AWWA formula	Per City Formula

- B. Any remodel and/or use change shall pay the difference between the new use and/or size and the previous use and/or size. No refund shall be allowed for use and/or size reduction.
- C. Water system general facility charge for connections outside the city limits shall be charged at one and one-half times the city rates.
- D. Each general facilities charge shall be paid to the City at the time of building permit issuance. Where capacity is increased as outlined in Chapter 19.10 but no building permit is required, each general facilities charge shall be paid at the time capacity is increased.

Section 6. 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 7. Effective Date. This ordinance shall be in full force and take effect August 1, 2015, which is at least five (5) days after its publication of an approved summary consisting of the title. For developments with a complete building permit submitted prior to August 1, 2015, the general facilities charge amendments in Section 5 of this ordinance shall not apply and instead the general facility charges required by Ordinance 1235 shall apply.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 13th day of July 2015.

CITY OF GIG HARBOR

Mayor Pro Tem Payne

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: 06/17/15
PASSED BY THE CITY COUNCIL: 07/13/15
PUBLISHED: 07/22/15
EFFECTIVE DATE: 08/01/15
ORDINANCE NO: 1319

ORDINANCE NO. 1320

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER UILITY RATES; REPEALING SECTIONS 13.32.010, 13.32.020, AND 13.32.025, REPLACING WITH NEW RESPECTIVE SECTIONS; AMENDING SUBSECTION 13.32.060(A) AND SECTION 13.32.065; REPEALING SECTION 13.32.070; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is necessary to raise sewer service rates and charges to meet the increasing cost of providing sewer services; and

WHEREAS, the 2015 rate study provided by Peninsula Financial Consulting supports these rate increases; and

WHEREAS, the existing sewer connection agreement as described in Section 13.32.070 has gone unused in more than a decade and is no longer necessary; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 13.32.010 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.010 Sewer rates.

A. Effective August 1, 2015, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$33.57	\$4.13
Multifamily residential (per living unit)	25.83	4.14
Commercial/School	78.35	7.27
Dept. of Corrections	10,352.07	4.13

B. Effective January 1, 2016, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$35.08	\$4.31

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Multifamily residential (per living unit)	26.99	4.33
Commercial/School	81.88	7.60
Dept. of Corrections	10,817.92	4.31

C. Effective January 1, 2017, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$36.30	\$4.46
Multifamily residential (per living unit)	27.94	4.48
Commercial/School	84.75	7.87
Dept. of Corrections	11,196.54	4.46

D. Effective January 1, 2018, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$37.57	\$4.62
Multifamily residential (per living unit)	28.92	4.64
Commercial/School	87.71	8.14
Dept. of Corrections	11,588.42	4.62

E. Effective January 1, 2019, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$38.89	\$4.78
Multifamily residential (per living unit)	29.93	4.80
Commercial/School	90.78	8.43
Dept. of Corrections	11,994.02	4.78

F. Effective January 1, 2020, the monthly sewer service rates not including state and city sales tax shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$40.25	\$4.95
Multifamily residential (per living unit)	30.98	4.97
Commercial/School	93.96	8.72
Dept. of Corrections	12,413.81	4.95

G. The commodity charge shall be based upon using the winter months (November through March) as a maximum base usage for billing purposes for the entire year.

Section 2. Section 13.32.020 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.020 Nonmetered uses.

A. Effective August 1, 2015, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

Nonmetered Customer Class	Monthly Charge
Residential	\$61.50/unit
Multifamily residential	44.11/living unit
Commercial	151.02/billing unit

B. Effective January 1, 2016, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

Nonmetered Customer Class	Monthly Charge
Residential	\$64.27/unit
Multifamily residential	46.09/living unit
Commercial	157.82/billing unit

C. Effective January 1, 2017, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

Nonmetered Customer Class	Monthly Charge
Residential	\$66.51/unit
Multifamily residential	47.71/living unit
Commercial	163.34/billing unit

D. Effective January 1, 2018, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

Nonmetered Customer Class	Monthly Charge
Residential	\$68.84/unit
Multifamily residential	49.38/living unit
Commercial	169.06/billing unit

E. Effective January 1, 2019, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

Nonmetered Customer Class	Monthly Charge
Residential	\$71.25/unit
Multifamily residential	51.11/living unit
Commercial	174.98/billing unit

F. Effective January 1, 2020, the monthly sewer service rates not including state and city sales tax for each unmetered residential, multiresidential, or commercial facility shall be as follows:

Nonmetered Customer Class	Monthly Charge
Residential	\$73.75/unit
Multifamily residential	52.89/living unit
Commercial	181.10/billing unit

Section 3. Section 13.32.025 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

13.32.025 Sewer rates – Community systems using flow meters.

A. Effective August 1, 2015, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$10.39 + \$23.20/unit	\$4.13
Multifamily residential	\$10.39 + \$15.45/unit	4.13
Commercial	\$10.39 + \$74.02/unit	7.27

B. Effective January 1, 2016, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$10.85 + \$24.24/unit	\$4.31
Multifamily residential	\$10.85 + \$16.14/unit	4.31
Commercial	\$10.85 + \$77.35/unit	7.60

C. Effective January 1, 2017, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$11.23 + \$25.09/unit	\$4.46
Multifamily residential	\$11.23 + \$16.71/unit	4.46
Commercial	\$11.23 + \$80.06/unit	7.87

D. Effective January 1, 2018, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$11.63 + \$25.97/unit	\$4.62
Multifamily residential	\$11.63 + \$17.29/unit	4.62
Commercial	\$11.63 + \$82.86/unit	8.14

E. Effective January 1, 2019, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$12.03 + \$26.88/unit	\$4.78
Multifamily residential	\$12.03 + \$17.89/unit	4.78
Commercial	\$12.03 + \$85.76/unit	8.43

F. Effective January 1, 2020, the monthly sewer service rates not including state and city sales tax for community systems basing billing on sewer flow meters shall be set at the following amounts:

Customer Class	Customer Base Charge (per month)	Commodity Charge (per ccf)
Residential	\$12.46 + \$27.82/unit	\$4.95
Multifamily residential	\$12.46 + \$18.52/unit	4.95
Commercial	\$12.46 + \$88.76/unit	8.72

Section 4. Subsection 13.32.060(A) of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.060(A) Sewer general facilities charges.

A. The city shall impose a sewer general facilities charge of ~~\$8,540~~ \$9,640 per equivalent residential unit to connect to the sewer system. The sewer general facilities charge for connection to the Shorecrest community septic system is \$13,300 per equivalent residential unit. The sewer general facilities charge for all other sewer connections outside the city limits shall be charged at one and one-half times the standard city rate. Each general facilities charge shall be paid to the City at the time of building permit issuance. Where capacity is increased as outlined in Chapter 19.10 but no building permit is required, each general facilities charge shall be paid at the time capacity is increased.

Section 5. Section 13.32.065 of the Gig Harbor Municipal Code is hereby amended as follows:

13.32.065 ~~Connection fees~~ General facilities charges – Changes in class of service or ERU assignment.

When a change occurs which would place the customer in a different class of service or change the ERU assignment from that on which ~~connection fees~~ general facilities charges have been paid, an additional ~~connection fee~~ general facilities charge shall be charged. The additional ~~fee~~ charge shall be the difference between the ~~connection fee~~ general facilities charge, calculated at the current rates, based on the current class of service and ERU assignment, ~~at the current rates~~, and the ~~connection fee~~ general facilities charge, calculated at the current rates, based on the class of service and ERU assignment on which ~~connection fees~~ general facilities charges have already been paid. The following examples illustrate changes in class of service or ERU assignment:

- A. A residence adding an additional dwelling unit would change from the single-family dwelling class with one ERU to the multifamily dwelling class with two ERUs;
- B. An elementary school's population increasing by 54 students would increase its ERU assignment by one;
- C. A "quality restaurant" adding 16 additional seats would increase its ERU assignment by two;

D. A commercial property adding 4,800 square feet additional floor space would increase its ERU assignment by three.

Section 6. Section 13.32.070 of the Gig Harbor Municipal Code is hereby repealed.

Section 7. 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 8. Effective Date. This ordinance shall be in full force and take effect August 1, 2015, which is at least five (5) days after its publication of an approved summary consisting of the title. For developments with a complete building permit submitted prior to August 1, 2015, the general facilities charge amendments in Section 4 of this ordinance shall not apply and instead the general facility charges required by Ordinance 1235 shall apply.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 13th day of July 2015.

CITY OF GIG HARBOR

Mayor Pro Tem Payne

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: 06/17/15
PASSED BY THE CITY COUNCIL: 07/13/15
PUBLISHED: 07/22/15
EFFECTIVE DATE: 08/01/15
ORDINANCE NO: 1320

ORDINANCE NO. 1321

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STORMWATER UTILITY RATES; REPEALING SECTIONS 14.10.050 AND 14.10.055, REPLACING WITH NEW RESPECTIVE SECTIONS; REPEALING SECTIONS 14.10.080 AND 14.10.090; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is necessary to raise stormwater service rates and charges to meet the increasing cost of providing stormwater services; and

WHEREAS, the 2015 rate study provided by Peninsula Financial Consulting supports these rate increases; and

WHEREAS, the city typically reviews utility rates and charges about every six years; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Section 14.10.050 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

14.10.050 Stormwater rates.

- A. In accordance with the basis for a rate structure set forth in GHMC 14.10.020 and 14.10.030, there is levied upon all developed real property within the boundaries of the utility the following monthly service rates which shall be collected from the owners of such properties:
1. All detached single-family residences and mobile homes (one equivalent billing unit) not including state and city sales tax:
 - a. Effective August 1, 2015, shall be \$12.56.
 - b. Effective January 1, 2016, shall be \$13.00.
 - c. Effective January 1, 2017, shall be \$13.46.
 - d. Effective January 1, 2018, shall be \$13.93.
 - e. Effective January 1, 2019, shall be \$14.42.
 - f. Effective January 1, 2020, shall be \$14.92.
 2. All other developed property within the boundaries of the utility, except as set forth in GHMC 14.10.060, the monthly service rate not including state and city sales tax shall be the number of equivalent billing units determined by the

utility to be contained in such parcel pursuant to GHMC 14.10.030 multiplied by the following rates:

- a. Effective August 1, 2015, shall be \$12.56.
- b. Effective January 1, 2016, shall be \$13.00.
- c. Effective January 1, 2017, shall be \$13.46.
- d. Effective January 1, 2018, shall be \$13.93.
- e. Effective January 1, 2019, shall be \$14.42.
- f. Effective January 1, 2020, shall be \$14.92.

B. Duplexes shall be charged at 1.5 equivalent billing units for the two units.

C. Those developed properties that are riparian to the harbor or Puget Sound from which storm and surface waters flow directly into the harbor or Puget Sound, without the aid of any watercourse or natural or artificial drainage facilities, and all developed properties with city-approved detention facilities will be billed at one equivalent billing unit.

Section 2. Section 14.10.055 of the Gig Harbor Municipal Code is hereby repealed and replaced with the following:

14.10.055 Stormwater system general facilities charges.

The city shall impose a stormwater general facilities charge of \$1,770 for each equivalent billing unit for each property being developed pursuant to GHMC 14.10.030. Each general facilities charge shall be paid to the City at the time of building permit issuance.

Section 3. Section 14.10.080 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. Section 14.10.090 of the Gig Harbor Municipal Code is hereby repealed.

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 full force and take effect August 1, 2015, which is at least five (5) days after its publication of an approved summary consisting of the title. For developments with a complete building permit submitted prior to August 1, 2015, the general facilities charge amendments in Section 2 of this ordinance shall not apply and instead the general facility charges required by Ordinance 1235 shall apply

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 13th day of July 2015.

CITY OF GIG HARBOR

Mayor Pro Tem Payne

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

FILED WITH THE CITY CLERK: 06/17/15
PASSED BY THE CITY COUNCIL: 07/13/15
PUBLISHED: 07/22/15
EFFECTIVE DATE: 08/01/15
ORDINANCE NO: 1321



Business of the City Council City of Gig Harbor, WA

Subject: Grandview Forest Park Tree Removal and Replanting Project

Dept. Origin: Public Works/Engineering

Proposed Council Action:

1. Approve and authorize the Mayor to execute a Small Public Works Contract with Evergreen Forestry Resources in the amount of \$52,499.40 for tree removal and restoration at the park.

2. Authorize the Public Works Superintendent to approve additional expenditures up to \$5,000 to cover any cost increases that may result from contract change orders due to the nature of this project.

Prepared by: Marcos McGraw
Project Engineer

MMG

For Agenda of: July 13, 2015

Exhibits: Small Public Works Contract

Concurred by Mayor:

Initial & Date
(M) 7/7/15
POW 7/7/15
 via email
OP 7/7
POW 7/7/15

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Expenditure Required	\$57,499.40	Amount Budgeted	<i>See Fiscal Consideration Below</i>	Appropriation Required	\$0
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INFORMATION/BACKGROUND

Last year the City conferred with a pathologist at Washington State Department of Natural Resources (DNR) regarding the health of the trees in the Grandview Forest Park. DNR's pathologist verified signs of laminated root rot in several Douglas fir trees within the Park. Subsequently the City hired a consultant to perform a detailed evaluation of the trees in the Park. The consultant's report identified several trees as being damaged or diseased to the point of causing risk to property, life and limb. This proposed tree removal and replanting project will remove the identified danger trees and replant native trees that are not susceptible to laminated root rot.

This project was advertised earlier this year and presented to Council for award during the March 9, 2015 meeting. As directed by Council this project was re-advertised for award and construction later this year.

BID RESULTS

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from logging and forestry contractors on the Small Works Roster and obtained the following quotes to complete the scope of work. The Engineer's Opinion of Probable Cost is \$55,031.05. Five (5) bid proposals were received by the City of Gig Harbor on June 24, 2015. Bid results from each bidder are summarized below showing the total bid amounts including Washington State sales tax (WSST).

No.	BIDDER	TOTAL BID AMOUNT
1	Evergreen Forestry Resources	\$ 52,499.40
2	Woodland Industries	\$ 66,944.50
3	Cannon Construction	\$ 87,559.46
4	Ron's Stump Removal & Tree Service	\$ 95,507.13
5	Northwest Tree Experts	\$ 98,908.60

FISCAL CONSIDERATION

This project was unbudgeted for the 2015-2016 biennial budget. However, due to the priority of the project, Public Works Staff recommends proceeding with the work as proposed in the small public works contract. Sufficient funds existing in the ending fund balance for Parks Development will fund this work.

Budgeted Local Funds	\$ 0
Anticipated Construction Expenses:	
Base Bid Schedule – Grandview Forest Park Tree Removal	\$ 52,499.40
Change Order Authority for Public Works Contract	\$ 5,000.00
<p style="text-align: right;">Total Anticipated Expenses:</p>	\$ 57,499.40

BOARD OR COMMITTEE RECOMMENDATION

This project was discussed by the Parks Commission during their meetings held on August 6, 2014 and October 1, 2014. This project and the arborist's report was presented to the Public Works Committee that was held on October 13, 2014.

RECOMMENDATION/MOTION

1. Approve and authorize the Mayor to execute a Small Public Works Contract with Evergreen Forestry Resources in the amount of \$52,499.40 for tree removal and restoration at the park.
2. Authorize the Public Works Superintendent to approve additional expenditures up to \$5,000 to cover any cost increases that may result from contract change orders due to the nature of this project.

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

THIS CONTRACT is made and entered into this _____ day of _____, 2015, by and between the City of Gig Harbor, Washington (the "City"), and Evergreen Forestry Resources Inc., a Washington corporation (the "Contractor").

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

1. Scope of Work.

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

2. Time of Performance and Completion.

Within ten (10) working days of the Notice of Contract Award date from the City the Contractor shall execute this Contract and provide to the City all necessary insurance information required by this Contract.

The Contractor shall provide to the City all necessary prevailing wage information required by this Contract within ten (10) working days after the Notice to Proceed date from the City.

All work performed under this Contract related to felling trees, debris removal and soil preparation for plantings shall be completed no later than September 20, 2015. All physical work described under this Contract shall be completed no later than December 20, 2015.

A "working day" is defined for convenience as any day, unless it is a nonworking day or the City-determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, a day on which the contract specifically suspends work, or one of these holidays: January 1, the third Monday of January, the third Monday of February, Memorial Day, July 4, Labor Day, November 11, Thanksgiving Day, the day after Thanksgiving, and Christmas day. When the holiday falls on a Saturday, the preceding Friday shall be a nonworking day. When any of these holidays fall on a Sunday, the following Monday shall be a nonworking day.

3. Payments.

The Contractor agrees to perform all work called for in the Contract at the rate set forth in the Bid Proposal attached hereto as Exhibit B. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services.

4. Retainage.

Pursuant to RCW 60.28.011, five percent (5%) of all monies earned by the Contractor shall be retained by the City for the purposes mentioned in said statute. The Contractor elects to have these monies (check one):

_____ Retained in a fund by the City until sixty (60) days following the final acceptance of said improvement or work as completed;

_____ Deposited by the City in an interest bearing account in a bank, mutual savings bank, or savings and loan association, not subject to withdrawal until after the final acceptance of said improvement or work as completed, or until agreed to by both parties: Provided, that interest on such account shall be paid to the Contractor; or

_____ Placed in escrow with a bank or trust company by the City until sixty (60) days following the final acceptance of said improvement or work as completed. When the monies reserved are to be placed in escrow, the City shall issue a check representing the sum of the monies reserved payable to the bank or trust company and the Contractor jointly. Such check shall be converted into bonds and securities chosen by the Contractor and approved by the City and such bonds and securities shall be held in escrow. Interest on such bonds and securities shall be paid to the Contractor as the said interest accrues.

5. Performance and Payment Bond - 50% Letter.

A. The Contractor shall execute and deliver to the City a bond, on forms supplied or approved by the City, with an approved surety company as surety, in the sum of the full amount of the Contract plus the applicable Washington State Sales Tax, in compliance with RCW 39.08.010 through 39.08.060 and any amendments thereto. The surety on any such bond shall be a surety company duly authorized to transact surety business under the laws of the State of Washington. In lieu of such a bond, the Contractor may provide a letter of credit in the same sum and subject to the same conditions, in a form approved by the City Attorney.

B. If the amount of this Contract is Thirty-five Thousand Dollars (\$35,000) or less, the Contractor may, at its option, in lieu of the bond specified in subparagraph A, have the City retain fifty percent (50%) of the contract amount for a period of thirty (30) days after the date of completion of services, or until receipt of all necessary releases from the

Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

6. Warranty/Maintenance Bond.

The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. The Contractor will warranty the labor and installation of materials for a two-year warranty period and shall furnish a maintenance bond for 15% of the contract amount on the City's standard maintenance bond form in order to guarantee that the work specified in Exhibits A, B, and C and completed by Contractor will remain free from defects in workmanship and materials for a period of two years after completion of construction.

7. Indemnity.

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

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

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

8. Insurance.

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

B. The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence

basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

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

9. Prevailing Wage.

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

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

10. Termination.

A. Termination for Contractor's Default. If the Contractor refuses or fails to make adequate progress of the work, or to prosecute the work or any separable part thereof with such diligence that will insure its completion within the time specified in this Contract, or

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

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

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

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

12. Nondiscrimination. Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of

any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

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

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

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

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

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

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY

Date: _____

By: _____

Title: _____

Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

EXHIBIT A – DESCRIPTION OF WORK

Summary

Grandview Forest Park is an 8.6 acre park located adjacent to the City of Gig Harbor civic center at 3510 Grandview Street. The park amenities include walking trails surfaced by bark mulch and asphalt with various benches. There is a public restroom located in the northeast corner of the park. Well No. 4 including two water storage tanks are located on the east side of the park adjacent to Grandview Street.

After the trees are felled and stumps plus boles removed as directed, new trees shall be planted. The replacement ratio of new trees to felled trees shall be 2 to 1. Each new tree shall be of a species that is not susceptible to laminated root rot.

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

Specifications

Falling and hauling Equipment:

Vehicular access to the site is off Grandview Street, at the intersection with McDonald Avenue. The grass strip at the east side of the park (west side of Stanich Lane) may be used as a staging area. All equipment and tools shall be in good working order. Personnel with experience described in the Invitation to Bidders shall be on site every day work is performed. All appurtenant falling tools and equipment are to be considered incidental to the associated work, available to the project as needed, and delivered to the site as a function of job mobilization.

Site Preparation

1. Temporarily close all public access points into the park. This closure shall be in place prior to mobilization throughout the work processes until demobilization and cleanup is complete; and
2. Place all temporary erosion control BMP's prior to commencing work; and
3. Install temporary security fencing as needed; and
4. Install temporary driving surfaces and working surfaces where deemed necessary by the Contractor.

Site Clearing and Development

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

1. Site mobilization:
 - a. The contractor shall submit a traffic control plan showing devices proposed for park closure and vehicular traffic on adjacent streets as needed; and
 - b. Site access is limited to existing access points for vehicles.
2. Pre-development inspection:
 - a. The Contractor shall conduct a pre-redevelopment inspection of the park to identify each tree included in the contract; and

- b. The Contractor shall note the condition of all trails, structures and amenities throughout the park.
3. Tree removal:
 - a. The Contractor shall comply with all national and local safety regulations related to the work described; and
 - b. The Contractor shall fall each tree in a direction away from streets, parking lots and all structures; and
 - c. Each stump to remain shall be eight (8) feet to ten (10) feet tall if it is feasible to fall the tree at that height; and
 4. Removal of debris:
 - a. All wood debris designated as to be removed shall be disposed offsite; and
 - b. All branches from the felled trees shall be removed from the site.
 5. Replacement trees:
 - a. The felled trees shall be replaced at a ratio of 2:1; and
 - b. Each replacement tree shall be a seedling that is 18-inches to 24-inches tall; and
 - c. Planting of the replacement trees shall not occur prior to November 1, 2015; and
 - d. The species of new trees shall be Western Red Cedar, Western White Pine and Red Alder; and
 - e. The hole left by removed stumps shall be filled to grade with 3-way topsoil from a commercial source; and
 - f. Mulch 3-inches deep shall be placed over the topsoil; and
 - g. The mulch shall consist of fine or medium bark from a commercial source.
 6. Restoration of native understory:
 - a. The native understory shall be restored at every location the native plants are destroyed by the contractor's means and methods; and
 - b. Native plants shall be placed as in-fill where stumps were removed; and
 - c. Native plants shall be planted at a ratio of 3 plants per square foot; and
 - d. Planting of the native understory shall not occur prior to November 1, 2015; and
 - e. The native plants to be used are salal, western sword fern and evergreen huckleberry.
 7. Post-redevelopment inspection:
 - a. The Contractor shall conduct a post-redevelopment inspection of the park; and
 - b. The Contractor shall remove all tools, equipment and debris associated with the work.

Site Cleanup and Restoration

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

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

EXHIBIT B - BID PROPOSAL

A. Acknowledgement

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

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

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

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

B. Bid Schedule

Show unit prices in figures only.

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Mobilization and Demobilization	1	L.S.	\$ 4500.00	\$ 4500.00
2	Felling Trees	26	EA	\$ 960.00	\$ 24,960.00
3	General Force Account	1	Allow.	\$ 8,000.00	\$ 8,000.00
4	Stump Removal	20	EA.	\$ 500.00	\$ 10,000.00
5	Western Red Cedar	36	EA	\$ 12.96	\$ 466.56
6	Western White Pine	17	EA	\$ 12.94	\$ 219.98
7	Red Alder	24	EA	\$ 10.00	\$ 240.00
SUB-TOTAL					\$ 48,386.54
SALES TAX @ 8.5 %					\$ 4,112.86
BID TOTAL					\$ 52,499.40

C. Measurement and Payment

As the plants for restoration of the native understory, Western Red Cedar, Western White Pine and Red Alder are secured by the Contractor, partial payments will be made after inspection by the Engineer. Payment of 15 percent (15%) of the unit Contract price of each associated item will be made when the plant materials have been secured. The Contractor shall provide the Engineer with certification that the plant material has been procured or contracted for delivery to the project for planting within the time limits of the project. The certification shall state the location, quantity, and size of all material.

1. "Mobilization and Demobilization" This lump sum item includes all labor, equipment, and materials to mobilization and demobilization to and from the work site. It shall include all fees incidental to the described work not otherwise captured by the remaining bid items below. It shall include all costs associated with furnishing and operating all equipment and tools necessary to perform the work described in this contract. Plus, site preparation, gaining access to the park, setup and removal of all equipment and restoration of the site including restoration of the native understory disturbed by the Contractor's means and methods will be considered incidental to this item.

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

The Contractor will be paid 70% of this item when equipment set up is completed and 30% when work at the site (including cleanup and restoration) is complete.

2. "Felling Trees" This per each item includes all costs for furnishing of equipment, labor, tools, and miscellaneous material necessary to cut each tree to be felled. This item includes falling each tree specified and hauling all trees with associated debris as described in Exhibit 'A'.
3. "General Force Account" This item includes payment as allowed and authorized by the City for additional work. No additional work shall proceed without prior approval from the City. The Contractor shall submit a "Project Labor List" (List). The List will be used to calculate force account labor payment. It shall include regular time and overtime rates for all work classifications of employees on site or expected to participate in force account work. The rates shall include the basic wage and fringe benefits. The City will reimburse invoice cost for Contractor-supplied materials. The City will reimburse the Contractor for the cost of equipment utilized in the force account work. The amount of payment for equipment that is utilized shall be determined according to a "Project Equipment List" submitted by the Contractor. This list shall include sufficient description to easily identify the equipment and the associated Blue Book rental value hourly rate. This rate shall be full compensation for all fuel, oil, lubrication, ordinary repairs, maintenance, and all other costs incidental to furnishing and operating the equipment except labor for operation. In addition to compensation for direct costs defined above, the City will pay markup of 29% of labor, 21% of equipment and 21% of materials. These markup amounts will cover project overhead, general company overhead, profit, bonding, insurance, Business & Occupation tax, and any other costs incurred.

The City has estimated and included in the Proposal, a dollar amount only to provide a

common proposal for Bidders. All such dollar amounts are to become a part of Contractor's total bid. However, the City does not warrant expressly or by implication that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by the City.

4. "Stump Removal" This per each item includes all costs for furnishing of equipment, labor, tools, and miscellaneous material necessary to remove the stumps identified as to be removed from the park. This item includes removing each stump specified and hauling stumps with associated debris plus restoration of the native understory disturbed by stump removal as described in Exhibit 'A'.
5. "Western Red Cedar" This per each item includes furnishing of all plant materials, equipment, labor, tools and miscellaneous materials necessary to plant the new western red cedar trees (Thuja Plicata) as shown on the plans and described in Exhibit 'A'.
6. "Western White Pine" This per each item includes furnishing of all plant materials, equipment, labor, tools and miscellaneous materials necessary to plant the new western white pine trees (Pinus Monticola) as shown on the plans and described in Exhibit 'A'.
7. "Red Alder" This per each item includes furnishing of all plant materials, equipment, labor, tools and miscellaneous materials necessary to install the new red alder trees (Alnus Rubra) as shown on the plans and described in Exhibit 'A'.

D. Bid Proposal Signature:

Bidder Signature: Ron F. Godwin

Printed Bidder Name: Ron F Godwin

Company Name: Evergreen Forestry Resources, Inc.

Mailing Address: P.O. Box 14034

Tumwater, WA 98511

Phone: (360) 791-1734

Fax: (360) 876-5025

Email: RLGODWIN@WUDB.ORG

RECEIVED

JUN 24 2015 9:53 am

*** END OF EXHIBIT B ***

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.



Business of the City Council City of Gig Harbor, WA

Subject: Soundview Drive Tree Removal Project

Dept. Origin: Public Works/Engineering

Proposed Council Action:

1. Approve and authorize the Mayor to execute a Small Public Works Contract with Woodland Industries GC, Inc. in the amount of \$5,099.50 for tree removal.

2. Authorize the Public Works Superintendent to approve additional expenditures up to \$2,000.00 to cover any cost increases that may result from contract change orders due to the nature of this project.

Prepared by: Marcos McGraw *MMG*
Project Engineer

For Agenda of: July 13, 2015

Exhibits: Small Public Works Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial & Date
MMG 7/9/15
Ron W 7/2/15
 via email
JP 7/7
MMG 7/7/15

Expenditure Required	\$7,099.50	Amount Budgeted	<i>See Fiscal Consideration Below</i>	Appropriation Required	\$0
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INFORMATION/BACKGROUND

A danger tree at the corner of Soundview Drive and Emerald Lane (Autumn Crest development) has shown signs of progressive distress over the past couple of years. Currently, the top 20 feet of the tree is dead. This distressed tree poses a threat to users of Soundview Drive, properties in the vicinity and overhead utilities.

BID RESULTS

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from logging and forestry contractors on the Small Works Roster and obtained the following quotes to complete the scope of work. The Engineer's Opinion of Probable Cost is \$11,679.72. Two (2) bid proposals were received by the City of Gig Harbor by July 6, 2015. Bid results from each bidder are summarized below showing the total bid amounts including Washington State sales tax (WSST).

No.	BIDDER	TOTAL BID AMOUNT
1	Woodland Industries	\$ 5,099.50
2	Northwest Tree Experts	\$ 9,222.50

FISCAL CONSIDERATION

This project was unbudgeted for the 2015-2016 biennial budget. However, due to the priority of the project, Public Works Staff recommends proceeding with the work as proposed in the small public works contract. Sufficient funds existing in the ending fund balance for Streets Operating will fund this work.

Budgeted Local Funds	\$ 0
Anticipated Construction Expenses:	
Base Bid – Soundview Drive Tree Removal	\$ 5,099.50
Change Order Authority for Public Works Contract	\$ 2,000.00
<p style="text-align: right;">Total Anticipated Expenses:</p>	\$ 7,099.50

BOARD OR COMMITTEE RECOMMENDATION

NONE

RECOMMENDATION/MOTION

1. Approve and authorize the Mayor to execute a Small Public Works Contract with Woodland Industries GC, Inc. in the amount of \$5,099.50 for tree removal.
2. Authorize the Public Works Superintendent to approve additional expenditures up to \$2,000.00 to cover any cost increases that may result from contract change orders due to the nature of this project.

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

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

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

1. Scope of Work.

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

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work. All work performed under this Contract shall be completed no later than September 4, 2015.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Five Thousand Ninety-Nine Dollars and Fifty Cents (\$5,099.50), including applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed All work performed under this Contract shall be completed no later than September 4, 2015.

4. Retainage.

[This section intentionally left blank.]

5. Performance and Payment Bond - 50% Letter.

[This section intentionally left blank.]

6. Warranty/Maintenance Bond.

[This section intentionally left blank.]

7. Indemnity.

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

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

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

8. Insurance.

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

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

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

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

9. Prevailing Wage.

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

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

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

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

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service

provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

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

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

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

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

EXHIBIT A

Woodland Industries GC, Inc

10715 - 66th Ave E
Puyallup, WA 98373

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

Estimate


Date	Estimate #
7/2/2015	997565-2965

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

Project

Description	Total
Job Location: Corner of Emerald Lane & Soundview DR Gig Harbor, WA Remove large douglas fir trees at corner of Emerald Lane & Soundview DR Chip & haul away branches Haul away wood Stump will remain in place Includes Traffic Control *City responsible for any permits	4,700.00T

Subtotal	\$4,700.00
Sales Tax (8.5%)	\$399.50
Total	\$5,099.50



General Contracting, Inc.

- Dumpster / Recycling
- Demolition
- Land Clearing

Tree Services

- Confined Removals
- Stump Grinding

Demolition

- Heavy-Complete
- Light-Interior

Hazardous Materials

- Asbestos Survey
- Soil Sampling
- Lead Testing

Vegetation Management

- Land Clearing
- Low Impact-Cutting

Environmental Recovery

- Ecology Logs
- Timber Recovery

Site Development

- Septic/Sewer
- Underground Utilities

Waste Wood Recycling

- Tub Grinding
- Wood Mulch

www.AreYourTreesSafe.com
www.DemolitionAndHauling.com
WA-LIC# WOODLIG0333JD



Business of the City Council City of Gig Harbor, WA

Subject: Resolution 1002 – Harbor Hill Park Visioning Recommendation.

Proposed Council Action: Move to approve Resolution 1002 for the Harbor Hill Park Visioning Recommendation.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

For Agenda of: July 13, 2015

Exhibits: Resolution and Exhibit A

Initial &
Date

Concurred by Mayor: *[Signature]* 7/9/15
Approved by City Administrator: *[Signature]* 7/8/15
Approved as to form by City Atty: *[Signature]* VIA EMAIL 7/8/15
Approved by Finance Director: *[Signature]* 7/8/15
Approved by Department Head: *[Signature]* 7/8/15

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

The City acquired a wooded 7-acre parcel in 2011 with the intent of developing it into a new park facility. This new park facility is currently known as the City's Harbor Hill Park Property.

In 2012 the City Council requested staff conduct a public visioning process for the Property. The intent of the visioning process was to develop a shared vision for the future use(s) of the Property for grant application purposes. In 2013 the Parks Commission, Public Works Department, Planning Department, and a consultant worked with a community stakeholder group to establish the future uses of the Property. At the conclusion of the initial visioning process the City Council requested staff re-examine the results of the 2013 visioning process for grant application purposes.

The Parks Commission, Public Works Department, and Planning Department convened a larger and more focused stakeholder group and held a public open house in fall 2014 to establish a new list of future uses of the Property. The 2014 visioning process produced similar but more specific and refined results.

FISCAL CONSIDERATION

This resolution does not commit funds for the design or construction of the recommended Harbor Hill Park Property uses. Rather funding will be established by future city budgets as funds become available.

BOARD OR COMMITTEE RECOMMENDATION

On March 4, 2015 the Parks Commission prepared a recommendation to the City Council on their Harbor Hill Park Property Findings and Recommendations attached as Exhibit A. On May 11, 2015 the City's Public Works Committee considered and endorsed the Parks Commission recommendation for Harbor Hill Park Property and suggested implementing portions of the recommendations as funding comes available.

RECOMMENDATION/MOTION

Move to approve Resolution 1002 for the Harbor Hill Park Visioning Recommendation.

RESOLUTION NO. 1002

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, ADOPTING THE PARKS COMMISSION NOTICE OF
RECOMMENDATION REGARDING THE VISION OF FUTURE USES AT
THE CITY'S HARBOR HILL PARK PROPERTY.**

WHEREAS, the City acquired a wooded 7-acre parcel in 2011 with the intent of developing it into a new park facility, currently known as the City's Harbor Hill Park Property; and

WHEREAS, in 2012 the City Council requested staff conduct a public visioning process for the Property; and

WHEREAS, the intent of the visioning process was to develop a shared vision for the future use(s) of the Property for grant application purposes; and

WHEREAS, in 2013 the Parks Commission, Public Works Department, Planning Department, and a consultant worked with a community stakeholder group to establish the future uses of the Property; and

WHEREAS, at the conclusion of the initial visioning process the City Council requested staff re-examine the results of the 2013 visioning process; and

WHEREAS, the Parks Commission, Public Works Department, and Planning Department convened a larger and more focused stakeholder group and held a public open house in fall 2014 to establish a new list of future uses of the Property for grant application purposes; and

WHEREAS, on March 4, 2015 the Parks Commission prepared a recommendation to the City Council on their Harbor Hill Park Property Findings and Recommendations attached as Exhibit A; and

WHEREAS, on May 11, 2015 the City's Public Works Committee considered and endorsed the Parks Commission recommendation for Harbor Hill Park Property and suggested implementing portions of the recommendations as funding comes available.

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

Section 1. Harbor Hill Park Property Uses – Adopted. The Gig Harbor City Council hereby adopts the Parks Commission recommendation on uses appropriate for Harbor Hill Park Property as drafted and attached as Exhibit A and incorporated herein by reference.

PASSED by the City Council this 13th day of July 2015.

APPROVED:

MAYOR PRO TEM TIM PAYNE

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

FILED WITH THE CITY CLERK: 07/08/15
PASSED BY THE CITY COUNCIL: 07/13/15
RESOLUTION NO. 1002



PUBLIC WORKS DEPARTMENT

MEMORANDUM

TO: Gig Harbor Public Works Committee

FROM: Gig Harbor Parks Commission

DATE: March 4, 2015

SUBJECT: Harbor Hill Park Findings and Recommendation

Background

In spring 2013, the City Council authorized a contract with David Evans and Associates to conduct a visioning process for the recently acquired Harbor Hill Park. The intent of the process was to develop a shared vision for the use of the property. With select stakeholders, a draft master plan was created and ultimately the Council requested that staff revisit the project and expand the public outreach component to include additional stakeholders and community members. In the late fall of 2014 City staff re-started the visioning process with the expanded stakeholders list and community members.

2014 Stakeholders Process

Approximately 30 stakeholders met for a meeting in November to discuss future uses for the park. Following the stakeholders meeting an open house was held and approximately 50 community members attended and provided additional feedback via a survey. The open house also showcased the stakeholders' findings.

The final findings and recommendations from the stakeholders and open house meetings focus on a multi-use park that is accessible to various user groups. In no particular order, the following top five active and passive uses were identified in the meetings and open house:

Active:

- Lighted Multi-use Synthetic Turf Sports Field
- Hard Surface Sports Court
- Accessible Playground
- Splash Pad/Spray Park
- Sand Volleyball Courts

Passive:

- Tables/Seating/Picnic Areas (Covered)
- Trails (Connection to Surrounding Trails)
- Restrooms
- Parking
- Open Space Natural Play Areas

In addition to the identified active and passive uses, the stakeholder and community members identified a list of facilities necessary for basic operational functions of the park. This list of facilities is attached to this memo along with the following documents for reference:

- Harbor Hill Park Master Plan, David Evans and Associates – February 2014
- Stakeholders Meeting Charts – November 5, 2014
- Open House Use Spreadsheet – November 19, 2014

Parks Commission Recommendation

The Parks Commission recognizes the importance of establishing a multi-use park facility at the City's future Harbor Hill Park that optimizes the use of the space based on the community's need. The Commission also recommends there be a high level of community involvement when the final design of the park is taking place. The Commission recommends that the Harbor Hill Park include a lighted multi-use synthetic turf field(s) based on the input received from the stakeholders and public. The Parks Commission recognizes that the lighted synthetic turf field(s) is a very important need of the public; however, the future design must respect the surrounding uses and provide a balance throughout the site by preserving at least 50% of the site for the uses listed in no particular order below.

- Multi-use Sports Court (Basketball & Pickleball)
- Accessible Playground
- Splash Pad/Spray Park
- Sand Volleyball Courts
- Tables/Seating/Picnic Areas (Covered)
- Trails (Connection to surrounding trails)
- Open space natural play areas

Infrastructure to be provided in the future to accommodate these uses should include:

- Restrooms
- Parking

Furthermore, the Commission believes it is important to combine efforts with adjacent property owners to maximize recreational opportunities for the community. Such a regional facility that complement's each individual property will benefit everyone involved. These property owners include Gig Harbor Little League, The Sportsman's Club, Harbor Hill LLC. and the Tom Taylor Family YMCA.



Business of the City Council City of Gig Harbor, WA

Subject: Marijuana Related Uses - First Reading

Proposed Council Action:

Consider ordinance on first reading. Move to direct staff to bring ordinance back for public hearing and second reading under the following option:

Options:

- A. Planning Commission recommendation as presented in draft ordinance.
- B. Planning Commission recommendation with amendments pertaining to _____.
- C. Outright ban.

Dept. Origin: Planning

Prepared by: Lindsey Sehmel, AICP

LNS

For Agenda of: July 13, 2015

Exhibit:
Draft Ordinance
Legal Memo from OMW
AWC Summary of SB 5052
AWC Summary of HB 2136
PC Recommendation & Map

Initial &
Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

[Handwritten signatures and dates]
Date: 7/13/15
Ron W 7/9/15
via email 7/9
Peter Ketchum
Kester

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

Ordinance No. 1301 required the Planning Commission to review and consider edits to Gig Harbor Municipal Code chapter 17.63 pertaining to Marijuana Related Uses, with their recommendation and draft ordinance presented to City Council at the first meeting in July of 2015. The Planning Commission work program for this review consisted of addressing changes to state law and court decisions relating to marijuana as summarized in the attached legal memo from Angela Summerfield.

Since the adoption of the recommendation by the Planning Commission, Governor Inslee has signed into law SSB 2136. This bill provides revenue sharing to jurisdictions that have retail locations sited or that authorize siting of retail locations within their jurisdiction. Additionally, it authorizes jurisdictions to reduce the buffer requirements to 100 feet from all uses EXCEPT elementary and secondary schools and playgrounds. This bill further acknowledges a local jurisdiction's right to prohibit or otherwise limit the location of cooperatives. (Note state law provides that a cooperative may only locate in a domicile of a member and may not locate within one mile of a retailer or within 1000' of sensitive land uses.) A summary from AWC of the complete bill is attached for your reference.

The current moratorium under Ordinance No. 1301 expires in early October of this year. A public

hearing and 2nd reading of the ordinance is tentatively scheduled to occur on July 27 with 3rd reading and final adoption tentatively scheduled for August 10. Final action and adoption should occur on September 14th at the latest, to implement any changes to code prior to expiration of Ordinance No. 1301.

BOARD OR COMMITTEE RECOMMENDATION

The Planning Commission final recommendation is attached. The Commission held a public hearing on amendment considerations ranging from an outright ban to minor text and language edits. Their final recommendation includes updates to terminology in compliance with SSSB 5052, revision of the definition of "secondary school" to include transition services (as identified in WAC 392-172A-01190), addition of definition for marijuana concentrates, prohibition of collective gardens in compliance with SSSB 5052, allowance of retail sales in the C-1 and B-2 zones and allowance of production and processing in the ED zones, requirement of a Conditional Use Permit for cooperatives authorized under SSSB 5052, and finally, abstain from requiring a separation buffer between retail locations. A summary of the intent behind their recommendations is in the attached document.

The Planning Commission did not have an opportunity to review the implications of the recently passed SSB 2136.

RECOMMENDATION/MOTION

Move to direct staff to bring back for second reading and public hearing on July 27 the draft ordinance based upon option ____ below.

Options:

- A. Planning Commission Recommendation as drafted in ordinance.
- B. Planning Commission Recommendation with amendments pertaining to _____.
- C. Outright ban.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATED TO LAND USE AND ZONING FOR STATE AUTHORIZED MARIJUANA RELATED USES; TERMINATING THE MORATORIUM ESTABLISHED UNDER ORDINANCE NO. 1301; AMENDING CHAPTER 17.63 GHMC TO REVISE DEFINITIONS TO INCLUDE MARIJUANA CONCENTRATES AND TO ADD A DEFINITION FOR COOPERATIVES, TO PROHIBIT COLLECTIVE GARDENS IN LIGHT OF RECENT LEGISLATION, AND TO REQUIRE THAT MARIJUANA COOPERATIVES OBTAIN A CONDITIONAL USE PERMIT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Washington voters approved Initiative 502 (I-502) in 2012, which, among other provisions, allows persons 21 years old and older to legally possess one-ounce of useable marijuana; and

WHEREAS, I-502 legalized certain levels of possession of marijuana along with the production, processing, and retail sales of marijuana and directed the Washington State Liquor Control Board (WSLCB) to promulgate rules for the issuance of licenses by the WSLCB to such producers, processors, and retailers; and

WHEREAS, the WSLCB adopted rules pertaining to licensing of the producers, processors, and retailers, promulgated at chapter 314-55 of the Washington Administrative Code; and

WHEREAS, on September 23, 2013, the City Council approved Ordinance No. 1271 regulating marijuana-related uses in the City, codified at chapter 17.63 of the Gig Harbor Municipal Code; and

WHEREAS, the Washington State Attorney General issued an advisory opinion in January 2014 that states municipalities can prohibit state-licensed marijuana business within a city's boundaries or impose zoning and other land use regulations pertaining to such businesses; and

WHEREAS, on March 31, 2014, the Court of Appeals, Division I, in *Cannabis Action Coalition v. City of Kent*, held that despite the authorizing language in RCW 69.51A.085, collective gardens are illegal uses; and

WHEREAS, discussions between the Office of the Superintendent of Public Instruction (OSPI), the Peninsula School District, the City of Gig Harbor, and the WSLCB brought to the City's attention areas of concern regarding non-traditional educational sites funded by OSPI but not recognized in the permitting of licenses by WSLCB; and

WHEREAS, as a result, on April 14, 2014, the City approved Ordinance No. 1290 adopting an immediate six-month moratorium on applications for marijuana uses while the City considered regulations to address the definition of "secondary school" and the outcome of the *City of Kent* case identified above; and

WHEREAS, the City Council held several public meetings to discuss the appropriate provisions for regulation of marijuana uses in the City and during this period the Pierce County Superior Court, on August 29, 2014, upheld the City of Fife's ban on all marijuana uses within the City of Fife; and

WHEREAS, the legal landscape relating to marijuana uses is in continued flux and development, and the City Council anticipated and desired additional guidance from the legislature and the courts; and

WHEREAS, on September 22, 2014 the City Council approved Ordinance No. 1301 adopting a 12-month moratorium on applications for marijuana uses, requiring all non-exempt development permit applications and business license applications to be rejected and directing the planning commission to draft an ordinance amending definitions in chapter 17.63 GHMC and to make any other recommendations in response to changes in law, among other things; and

WHEREAS, in 2015 the legislature passed Second Substitute Senate Bill 5052, which provided for a phase-out of collective gardens by July 1, 2016, authorized cooperatives, as defined (effective July 24, 2015); and

WHEREAS, on June 4, 2015, the Planning Commission held a public hearing to consider a broad range of options, including an outright ban of marijuana related uses, changes to definitions, separation requirements, and changes in law, and issued its recommendation to the City Council dated June 24, 2015; and

WHEREAS, after the Planning Commission issued its recommendation, the legislature passed SESSHB 2136, effective July 24, 2015, which provides for sales tax distributions to jurisdictions that do not prohibit marijuana producers, processors, or retailers and also includes language acknowledging a local jurisdiction's right to prohibit or place additional restrictions on the location of cooperatives within the jurisdiction; and

WHEREAS, the City Council considered this ordinance at first reading on July 13, 2015; and

WHEREAS, the Gig Harbor City Council held a second reading and public hearing on _____, to take public testimony relating to this ordinance; and

WHEREAS, after consideration of the recommendation of the Planning Commission, the information provided by staff and public testimony, the City Council deems it to be in the public interest to amend the marijuana regulations set forth in chapter 17.63 GHMC to incorporate recent legislation and to protect the health, safety and welfare of citizens of the City; and

WHEREAS, nothing in this Ordinance is intended nor shall be construed to authorize or approve of any violation of federal or state law;

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

Section 1. Termination of Moratorium. The Gig Harbor City Council hereby terminates the moratorium imposed by Ordinance No. 1301.

Section 2. Chapter 17.63 - Amended. Chapter 17.63 of the Gig Harbor Municipal Code is amended as follows:

Chapter 17.63
MARIJUANA RELATED USES

- 17.63.010 Purpose and Intent
- 17.63.020 Definitions
- 17.63.030 Marijuana Related Uses

17.63.010 Purpose and Intent.

The purpose and intent of requiring standards for Marijuana related uses and facilities is to mitigate the adverse secondary effects caused by such facilities and to maintain compatibility with other land uses and services permitted within the City. In addition, these provisions are intended to acknowledge the authority for ~~collective gardens set forth in RCW 69.51A.085 and enactment by Washington voters of Initiative 502 and state licensing procedure to permit, but only to the extent required~~ authorized by state law, ~~collective gardens~~, marijuana producers, marijuana processors, and marijuana retailers to operate in designated zones of the city.

17.63.020 Definitions.

All definitions used in this chapter apply to this chapter only and, except as otherwise revised below, shall have the meanings established pursuant to RCW 69.50.101 and WAC 314-55-010, as the same exist now or as they may later be amended. Select definitions have been included below for ease of reference.

“Child care center” means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours licensed by the Washington state department of early learning under chapter 170-295 WAC. WAC 314-55-010 (4)

“Collective Garden” means any place, area, or garden where qualifying patients engage in the production, processing, and delivery of ~~cannabis~~ marijuana for medical use as set forth in chapter 69.51A RCW and subject to the limitations therein, and to be phased-out effective July 1, 2016.

“Cooperative” means an entity with up to four members located in the domicile of one of the members, registered with the Washington State Liquor and Cannabis Board, and meeting the requirements under chapter 69.51A RCW.

“Elementary school” means a school for early education that provides the first four to eight years of basic education and recognized by the Washington state superintendent of public instruction. WAC 314-55-010 (~~56~~)

“Game arcade” means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under twenty-one years of age are not restricted. WAC 314-55-010 (~~79~~). In addition a “game arcade” includes a secondary use within entertainment venues open to persons under the age of 21.

“Library” means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation. WAC 314-55-010 (~~811~~)

“Marijuana” means all parts of the plant cannabis, whether growing or not, with a THC concentration greater than zero point three percent (.3%) on a dry weight

basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. The term does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plants, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant which is incapable of germination.

"Marijuana concentrates" means products consisting wholly or in part of the resin extracted from any part of the plant cannabis and having a THC concentration greater than sixty percent.

"Marijuana infused products" means products that contain marijuana or marijuana extracts and are intended for human use, and have a THC concentration greater than zero point three percent (0.3%) and no greater than sixty percent (60%) ten percent (10%). The term "marijuana infused products" does not include usable either marijuana or marijuana concentrates.

"Marijuana processor" means a person licensed by the State Liquor and Cannabis Control Board to process marijuana into usable marijuana and marijuana infused products, and marijuana concentrates, package and label usable marijuana and marijuana infused products, and marijuana concentrates for sale in retail outlets, and sell usable marijuana and marijuana infused products, and marijuana concentrates at wholesale to marijuana retailers.

"Marijuana producer" means a person licensed by the State Liquor and Cannabis Control Board to produce and sell marijuana at wholesale to marijuana processors and other marijuana producers.

"Marijuana related use" means any use where a marijuana producer, marijuana processor, marijuana retailer, and collective garden or cooperative are established or proposed.

"Marijuana retailer" means a person licensed by the State Liquor and Cannabis Control Board to sell usable marijuana and marijuana infused products, and marijuana concentrates in a retail outlet.

"Perimeter" means a property line that encloses an area. WAC 314-55-010 (148)

"Playground" means a public outdoor recreation area for children, usually equipped with swings, slides, and other playground equipment, owned and/or managed by a city, county, state, or federal government. WAC 314-55-010 (1620).

"Public park" means an area of land for the enjoyment of the public, having facilities for rest and recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government, or metropolitan park district. Public park does not include trails. WAC 314-55-010 (1721).

"Public transit center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state, or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers. WAC 314-55-010 (1822)

"Recreational center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state, or federal government. WAC 314-55-010 (1923)

“Secondary school” means a high and/or middle school: A school for students who have completed their primary education, usually attended by children in grades seven to twelve and recognized by the Washington state superintendent of public instruction. WAC 314-55-010 (2125). In addition “Secondary School” includes locations that are recognized as Transition Services under WAC 392-172A-01190.

“Useable marijuana” means dried marijuana flowers. The term “usable marijuana” does not include either marijuana infused products or marijuana concentrates.

17.63.030 Marijuana Related Uses.

A. The production, processing and retailing of marijuana is and remains illegal under federal law. Nothing herein or as provided elsewhere in the ordinances of the City of Gig Harbor is an authorization to circumvent federal law or to provide permission to any person or entity to violate federal law. ~~In addition to collective gardens, only~~ Washington State licensed marijuana producers, marijuana processors, and marijuana retailers may locate in the City of Gig Harbor and then only pursuant to a license issued by the State of Washington.

B. All marijuana producers, marijuana processors and marijuana retailers must comply with the following: Permits Required

1. Major site plan review as described in Chapter 17.96 GHMC.

2. Development regulations and performance standards shall conform to the requirements of the applicable land use zone.

3. Parking standards, as defined in GHMC 17.72.030, apply as follows:

a) ~~Collective gardens, m~~Marijuana producers and marijuana processors shall calculate parking per the standards under Industrial Level 2.

b) Marijuana retailers shall calculate parking per the standards under Sales Level 1.

~~C. Collective gardens may locate only in the Employment District (ED) zoning district and are subject to the following conditions:~~

~~1. A collective garden must be in a permanent structure designed to comply with the City Building Code and constructed under a building permit from the City regardless of the size or configuration of the structure.~~

~~2. Outdoor collective gardens are prohibited.~~

~~3. No production, processing, or delivery of cannabis may be visible to the public.~~

~~4. A collective garden must meet all requirements under RCW 69.51A.085, including but not limited to limitations on the number of members, number of plants, amount of useable cannabis on site, maintenance of each member’s valid documentation of qualifying patient status.~~

~~5. A location utilized solely for the purpose of distributing cannabis shall not be considered a collective garden.~~

~~6. A collective garden must meet the separation provisions set forth in GHMC 17.63.030G.~~

CD. Marijuana producers may be located only in the Employment District (ED) zone of the city. Such facilities and uses may be located only at designated sites licensed by the state of Washington and fully conforming to state law and Chapter 17.63 GHMC.

DE. Marijuana processors may locate only in the Employment District (ED) zone of the city, but only at designated sites licensed by the state of Washington and fully conforming to state law and Chapter 17.63 GHMC.

EF. Marijuana retailers may locate only in the following zones but only at designated sites licensed by the state of Washington and fully conforming to state law and Chapter 17.63 GHMC:

1. Commercial District (C-1);
2. General Business District (B-2) and;
3. Employment District (ED) only if subordinate to the principal tenant use of Marijuana producer or marijuana processor, and occupy no more than 25 percent of the gross floor area of the principal tenant use.

EG. No marijuana processor, marijuana producer, or marijuana retailer ~~or collective garden~~ shall locate within 1000 feet, measured in the manner set forth in WAC 314-55-050(10), from any of the existing uses as defined in GHMC 17.63.020:

1. Elementary or secondary school;
2. Playground;
3. Recreation center or facility;
4. Childcare center;
5. Public park;
6. Public transit center;
7. Library; or
8. Game arcade.

G. State registered medical marijuana cooperatives must obtain a conditional use permit under all zones prior to initiation of operations.

H. Collective Gardens are prohibited.

IH. In addition to any other applicable remedy and/or penalty, any violation of this section is declared to be a public nuisance per se, and may be abated by the city attorney under the applicable provisions of this code or state law, including but not limited to the provisions of Chapter 1.16 GHMC, Chapter 8.10 GHMC, Chapter 17.07 GHMC, and Chapter 19.16.

Section 3. Transmittal to Department. Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce.

Section 4. 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 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 6. Effective Date. This Ordinance shall be published and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this ____ day of _____, 2015.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela G. Summerfield

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

MEMORANDUM

DATE: May 20, 2015

TO: Gig Harbor Planning Commission

FROM: Angela G. Summerfield, Office of the City Attorney

RE: **2015 Legislative Update (not intended as legal advice)**

As you know, the City Council adopted Ordinance No. 1301 adopting a one-year moratorium on all marijuana related uses in the City. As a part of that ordinance, the council adopted a work plan for the Planning Commission as follows:

The Gig Harbor Planning Commission is hereby authorized and directed to develop a draft ordinance to amend chapter 17.63 of the Gig Harbor Municipal Code regarding I-502 marijuana uses, including but not limited to amending the definitions found in GHMC 17.63, analyzing established land use zoning districts for propriety of marijuana related uses, prohibiting collective gardens consistent with the ruling in *Cannabis Action Coalition v. City of Kent* identified above, and making any other recommendations in response to changes in law. Considering the existing work schedule of the Planning Commission, the Planning Commission shall begin work on the draft amendments by their first regularly scheduled meeting in May 2015 and hold a properly noticed public hearing and prepare final recommendation to City Council on their draft amendments by the end of June 2015. The Planning Director shall transmit the draft ordinance to the Department of Commerce and issue a SEPA determination. The draft ordinance shall be presented for City Council consideration at the first regular meeting in July of 2015, and a final ordinance adopted as reasonably soon thereafter as the City Council can hold a public hearing and complete deliberations on the ordinance.

To assist with your review under the above work plan, this memorandum will provide an update on applicable changes from recent legislation, decisions from various courts dealing with marijuana and land use issues, and will provide comments to assist with your next steps in making a recommendation to the City Council.

I. Legislative Changes.

In the 2015 legislative session the legislature passed Second Substitute Senate Bill 5052, the Cannabis Patient Protection Act. As you can see from the title, this bill deals primarily with medical marijuana. The main points for your consideration include:

1. Collective Garden Phase-out. (Section 49) Effective July 1, 2016, collective gardens will be phased out. Note that Gig Harbor does not presently have any collective gardens to phase out.

2. Cooperatives. (Section 26) In place of collective gardens, state law, effective July 24, 2015, will authorize a “cooperative” for medical marijuana. A cooperative is a new medical marijuana concept. Cooperatives may consist of no more than four qualifying patients or their designated providers all over age 21 and possess a medical marijuana recognition card. All members must participate in the grow. Cash support alone is not sufficient. Cooperatives may produce and process marijuana and are not subject to the retail sales tax. A cooperative may not be located within one mile of a marijuana retailer, must be located in the “domicile” of one of the members, and must be registered with the Washington State Liquor and Cannabis Board (“LCB”). No more than one cooperative is allowed per tax parcel. The LCB is tasked with creating regulations for security and to trace the marijuana in a structure similar to the “seed to sale” requirements of the current recreational system.

3. Individual Grows. (Section 27) No more than 15 plants may be located in any housing unit (unless the housing unit qualifies as a cooperative). Production, processing and storage is not allowed if any portion of such activity can be readily seen by normal vision or smelled from a public place or private property of another housing unit.

4. Marijuana Concentrates. (Section 4) Definitions in RCW 69.50.101 have been amended to include marijuana concentrates.

5. Other points of interest but not necessary related to zoning.

- 18-21 year olds will be permitted to purchase and process medical marijuana if they are in possession of a recognition card.
- Qualified patients under the age of 18 may use medical marijuana with the designation of their parents as designated providers.
- Common carriers and armed guards may transport marijuana.

II. Case Law in Washington State.

Cities choosing to regulate/ban marijuana continue to prevail when challenged. The cases are summarized as follows:

- *Cannabis Action Coalition v. City of Kent*. In June of 2012 the City of Kent adopted a ban on collective gardens. Cannabis Action Coalition challenged the ordinance. Kent prevailed at the superior court level and at the court of appeals. The matter was argued before the state supreme court on February 24, 2015. We presently await a decision from the supreme court.
- *MMH, LLC v. City of Fife*. On August 29, 2014, the Pierce County Superior Court upheld Fife's prohibition on marijuana uses.
- *SMP Retail, LLC v. City of Wenatchee*. In October, 2014, the Chelan County Superior Court upheld the city's ordinance banning marijuana uses.
- *Americanna Weed, LLC v. City of Kennewick*. On January 23, 2015, the Benton County Superior Court upheld Kennewick's prohibition on marijuana uses.
- *Green Collar, LLC v. Pierce County*. In December, 2014, the Pierce County Superior Court held the County's ban did not conflict with Initiative 502.
- *Emerald Enterprises, LLC v. Clark County*. On December 3, 2014, the Cowlitz County Superior Court upheld Clark County's ban on marijuana uses.
- *Nelson v. City of Centralia*. Centralia banned marijuana uses by way of moratorium in 2013. The city extended the moratorium and a potential marijuana business owner filed a lawsuit against the city on June 10, 2014. The City later adopted permanent regulations relating to marijuana uses and the lawsuit was later dismissed by agreement of the parties.
- *Bonney Lake*. In January, 2015, the City of Bonney Lake voted to ban marijuana uses. Two lawsuits have been filed in Pierce County Superior Court challenging the ban. Both are tentatively scheduled to be heard in July, 2015.

III. Considerations for Recommendation to Amend chapter 17.63 of the Gig Harbor Municipal Code.

1. Update terminology in response to SSSB 5052.
 - Liquor Control Board amended to Liquor and Cannabis Board
 - Medical cannabis amended to medical marijuana
2. Revise definitions.
 - Amend definitions to include marijuana concentrates
 - Consider change to definition of "secondary school" or add definition for "Transitional school."
3. Collective garden phase-out/prohibition.
 - Consider a prohibition on collective gardens given the state's intended phase out and the fact that Gig Harbor does not presently have collective gardens. This could be adopted as an interim regulation related to collective gardens only, while permanent regulations are adopted for other marijuana uses.

- Delete reference in GHMC 17.63.030A and 17.63.030B.
 - Delete GHMC 17.63.030C.
 - Delete reference in GHMC 17.63.030G.
 - Add provision making collective gardens a prohibited use if not addresses through interim regulation.
4. Appropriate Zoning Districts and Requirements.
- Consider whether zoning districts identified in chapter 17.63 GHMC remain appropriate for marijuana uses.
 - Make permanent the separation requirements for retail establishments originally adopted on an interim basis under Ordinance No. 1285.
 - Update to include reference to medical marijuana retail.
 - Consider application of 1000 foot buffer to transitional schools.
5. Cooperatives.
- State law will allow cooperatives provided the cooperatives meet the required statutory criteria. The City has the ability to mitigate the secondary affects, such as noise, odor, lighting, traffic. Consider whether regulation is appropriate, by way of conditional use permit or bulk requirements.
6. Individual grow.
- Up to 15 plants may be grown in one housing unit. Consider whether secondary affects exist.
 - State law includes authority for a city to create and enforce civil penalties for non-compliance. Consider whether enforcement provisions should be added to the land use provisions (or whether enforcement should be handled by law enforcement, which is ultimately a staffing call to be made by the mayor and city administrator).

I hope you find this information useful. If you have any questions, please do not hesitate to let me know.

cc: Jennifer Kester
Lindsay Sehmel



Legislative
Advocacy

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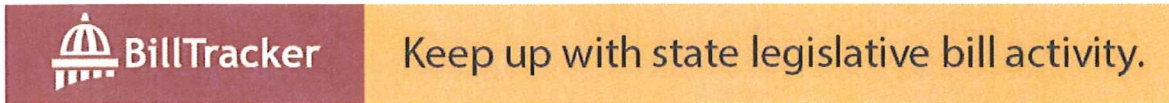
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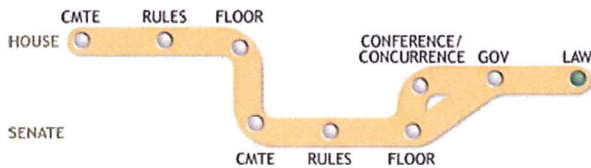


Bill #: 5052



The Cannabis Patient Protection Act

Companion bill #: No Companion Bill.



Summary/AWC comments

The Cannabis Patient Protection Act, Second Substitute Senate Bill 5052, seeks to clarify and reconcile Washington State's medical and recreational marijuana laws. On April 25 Governor Inslee signed the legislation into law.
2SSB 5052:

Establishes the Liquor Control Board as the agency that will oversee both medical and recreational marijuana. Under the legislation the LCB's name is changed to the Liquor and Cannabis Board and is charged as the agency to develop new rules and regulations governing the medical marijuana industry.

Creates a medical marijuana endorsement to be made available to a marijuana retail licensee. The endorsement may be issued concurrently with a retail license. Medical marijuana-endorsed stores must carry products identified by the Department of Health as beneficial to medical marijuana patients.

Regulates medical use of marijuana through the same structure as established by Initiative 502 (legalizing recreational marijuana).

Clarifies what medical conditions qualify for medical use of marijuana.

Creates a medical marijuana authorization database (database). Qualifying patients and designated providers who do not sign up to the database may grow marijuana for their medical use but are limited to four plants and 6 ounces of useable marijuana and are provided an affirmative defense to charges of violating the law on medical use of marijuana. Qualifying patients and designated providers who do sign up to the database may grow up to 15 plants for their medical use, are provided arrest protection, and may possess three times the amount of marijuana than what is permitted for the recreational user.

Eliminates collective gardens and replaces them with cooperatives which may only have four qualifying patients or designated providers and must be registered with the Liquor and Cannabis Board.

Makes cooperatives subject to inspection by the Liquor and Cannabis board at any time and subject to the same oversight and traceability requirements that the recreational and medical retail stores are required to meet, including sale to seed requirements.

Allows for the minors to use medical marijuana if the minor's parent or guardian, and health professional, authorize the minor to do so. Minors may not grow or purchase marijuana, only their parent or guardian who has been determined to be their designated provider may do so.

Governor Vetoes:

The Governor vetoed the section that prohibited employers of health care providers from limiting medical marijuana recommendations to patients. The sections that removed medical marijuana from Schedule I of the Controlled Substances Act and the resulting criminal penalties relating to the newly unscheduled medical products were also vetoed. Finally, the section that would make the bill contingent on House Bill 2136 passing was vetoed.

Go To Bill #

AWC Contacts

Analyst: Jane Wall
Lobbyist: Candice Bock

Issue Area

Law & Justice

Additional Info:

[Marijuana Fact Sheet](#)

Search for AWC articles related to this bill:

Latest version of bill:
[Link to WA Legislative bill page](#)

Official title:
AN ACT Relating to establishing the cannabis patient protection act;

Sponsors:
Rivers, Hatfield, Conway

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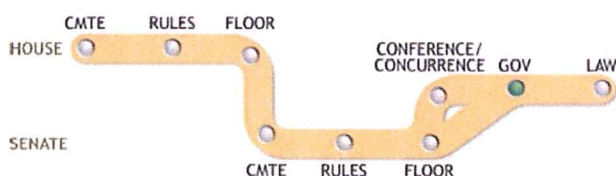
Bill #: 2136

Major priority
Monitor

Go To Bill #

Comprehensive marijuana markets reform

Companion bill #: No Companion Bill.



AWC Contacts
Analyst: Jane Wall
Lobbyist: Candice Bock

Issue Area
Law & Justice

Additional Info:
[Marijuana Fact Sheet](#)

Search for AWC articles related to this bill:

Summary/AWC comments

HB 2136 is the legislature's comprehensive marijuana market reform bill and is a major priority for AWC. HB 2136 passed the legislature on June 27, 2015 and has been delivered to the Governor for his signature.

HB 2136:

- Instates sales tax exemption for qualifying medical marijuana patients. (This is an exemption for the state and local sales tax but does not include an exemption from the marijuana excise tax.)
- Restructures the marijuana excise tax that collapses the tax into one 37% tax collected at the final retail sale of marijuana products.
- Allows for local flexibility to reduce the current 1,000 foot buffer. Cities can adopt a buffer of between 1,000 and 100 feet from certain uses. The 1,000 foot buffer is still required for schools and playgrounds.
- Allows the Liquor Control Board to contract with local law enforcement for activities to eradicate illegal marijuana production.
- Clarifies "public place" in provisions that prohibit the consumption of marijuana in a public place.
- Modifies marijuana retailer signage requirements.
- Allows a marijuana business to use a common carrier to transport marijuana if the carrier is licensed by the LCB.
- Includes a contingency that Senate Bill 5052, which relates to medical marijuana, be enacted before House Bill 2136 takes effect.
- Provides revenue sharing with cities and counties. The revenue sharing is set up as follows:
 - Once the state's General Fund has received \$25 million in marijuana excise tax revenue, then 30% up to a maximum of \$20 million per year will be distributed to cities and counties.
 - At least \$12 million is to be provided for distribution to cities and counties in the budget that is adopted for 2015-2017. Of that \$12 million, \$6 million shall be distributed in FY 2016 and \$6 million in FY 2017. If these funds are not appropriated in the budget, then the local funding section is null and void
 - In 2015-2017 counties will receive 60% and cities 40%. Distributions will be based on the taxable sales of the jurisdiction. For cities, only jurisdictions that have retail sales will receive funding.
- Beginning in FY 2017-2019 and beyond:
 - 30% must be distributed to counties, cities, and towns where licensed marijuana retailers are physically located. Each jurisdiction must receive a share of the revenue distribution under this subsection based on the proportional share of the total revenues generated in the individual jurisdiction from the taxes collected from the licensed marijuana retailers physically located in each jurisdiction.
 - Seventy percent must be distributed to counties, cities, and towns ratably on a per capita basis. Counties must receive 60% of the distribution, which must be disbursed based on each county's total proportional population. Funds may only be distributed to jurisdictions that do not prohibit the siting of any state licensed marijuana producer, processor, or retailer.

Latest version of bill:
[Link to WA Legislative bill page](#)



DEVELOPMENT SERVICES

**NOTICE OF RECOMMENDATION
CITY OF GIG HARBOR PLANNING COMMISSION**

TO: Mayor Guernsey and Members of the Council
FROM: Reid Ekberg, Chair, Planning Commission
RE: Marijuana Related Uses

Application:

This application was initiated by the City Council during adoption of Ordinance 1301 where Council directed the Planning Commission to consider permanent regulations in response to state law changes and court decisions surrounding marijuana related uses within the City of Gig Harbor. This recommendation is required to be in front of City Council for consideration at the first regular meeting in July 2015. Attached to this recommendation includes a legal memo from Ogden Murphy Wallace dated May 20, 2015.

Planning Commission Review:

The Planning Commission held 3 work study sessions and one public hearing on the topic of Marijuana Related Uses during 2015. The scope of the focus was limited to items identified in the 2015 legislative update provided by the City Attorney's office. The Commission reviewed regulations and considered amendments to GHMC 17.63 to address the changes since adoption of the 12 month moratorium in September 2014.

A public hearing on the proposed amendments was held on June 4, 2015. In order to consider the comments received, the Planning Commission held additional work study sessions after the public hearing. On June 18, 2015, the Commission recommended **APPROVAL** of the regulations contained at the end of this notice.

The Planning Commission held their public hearing on this topic to consider the broad breadth of all options, including everything from an outright ban of marijuana related uses of zoning districts, definitions, separation requirements, and conditional use process for cooperatives.

Public testimony provided in writing or verbally was absent of any comments requesting an outright ban related to Marijuana retail. While many comments favored the removal of the moratorium and allowance of siting future retail stores, two written comments specifically addressed including transition services into the definition of secondary school requiring a buffer of 1,000 feet from those services.

The Planning Commission carefully reviewed each element identified in the work program of Ordinance 1301. A full explanation and summary of their final recommendation is as follows:

Planning Commission Scope of Recommendation:

Zoning Standards:

- Updates to terminology in compliance with SSSB 5052: *Liquor Control Board amended to Liquor and Cannabis Board; Medical Cannabis amended to medical marijuana.*
- Revise definitions: *Add a definition for marijuana concentrates per RCW 69.50.101(x); amend the definition of secondary school to include reference to Transition Services under WAC 392-172A-01190. Two members abstained from the vote relating to the definition change of secondary school based upon a lack of sufficient information.*
- Prohibit collective gardens in compliance with SSSB 5052 and delete associated references. *Currently the City contains no collective gardens, recommendation is to strike allowances to cite.*
- Allow retail in the C-1 and B-2 zones and allow production and processing in the ED zone: *The Commission believes the zones were properly vetted and chose to maintain the existing zones based upon their allowed uses.*
- Require a Conditional Use Permit for cooperatives authorized under SSSB 5052: *This recommendation by the Commission assists in mitigation of secondary impacts such as noise, odor, lighting, traffic and life safety issues.*
- Do not require a 2,500 foot separation between retail locations: *The reasoning was centered on a lack of concern for multiple locations near each other, the inclusion of the 1,000 foot buffer from newly defined transition services and the strict security requirements based upon state law for the retail stores. There were two dissenting votes regarding the concentration of retail locations.*

Additional noteworthy items:

- There was no motion to consider an outright ban.

Findings of Fact:

The Planning Commission makes the following findings of fact in relation to their recommendation of approval:

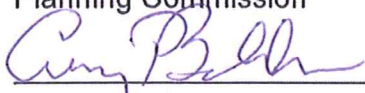
1. The City's Comprehensive Plan includes the following goals and policies which support the amendments:

2.1.3. Serviceable Areas

Allocate urban uses onto capable, suitable lands which can be provided roads, sewer, water, storm drainage and other basic urban utilities and transportation facilities.

2. The Planning Commission finds that the proposed recommendations address public health, welfare and safety concerns pertaining to marijuana related uses.
3. The Planning Commission finds that the proposed amendment to the definition of secondary school is consistent with the established criteria identified in WAC 315-55-050(10)(a-h) for protection of vulnerable populations.
4. The Planning Commission finds that the establishment of a Conditional use process, outside of the WSLCB approval process for cooperatives, provides mitigation to the secondary affects, such as noise, odor, lighting, traffic.
5. The Planning Commission finds that the proposed amendments are consistent with Washington State Law, Gig Harbor Comprehensive Plan, Pierce County Countywide Planning Policies, and Multicounty planning policies.

Reid Ekberg, Chair
Planning Commission

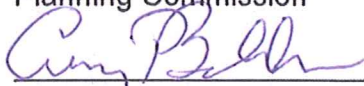


Date 6/24/2015

Craig T. Baldwin, vice chair

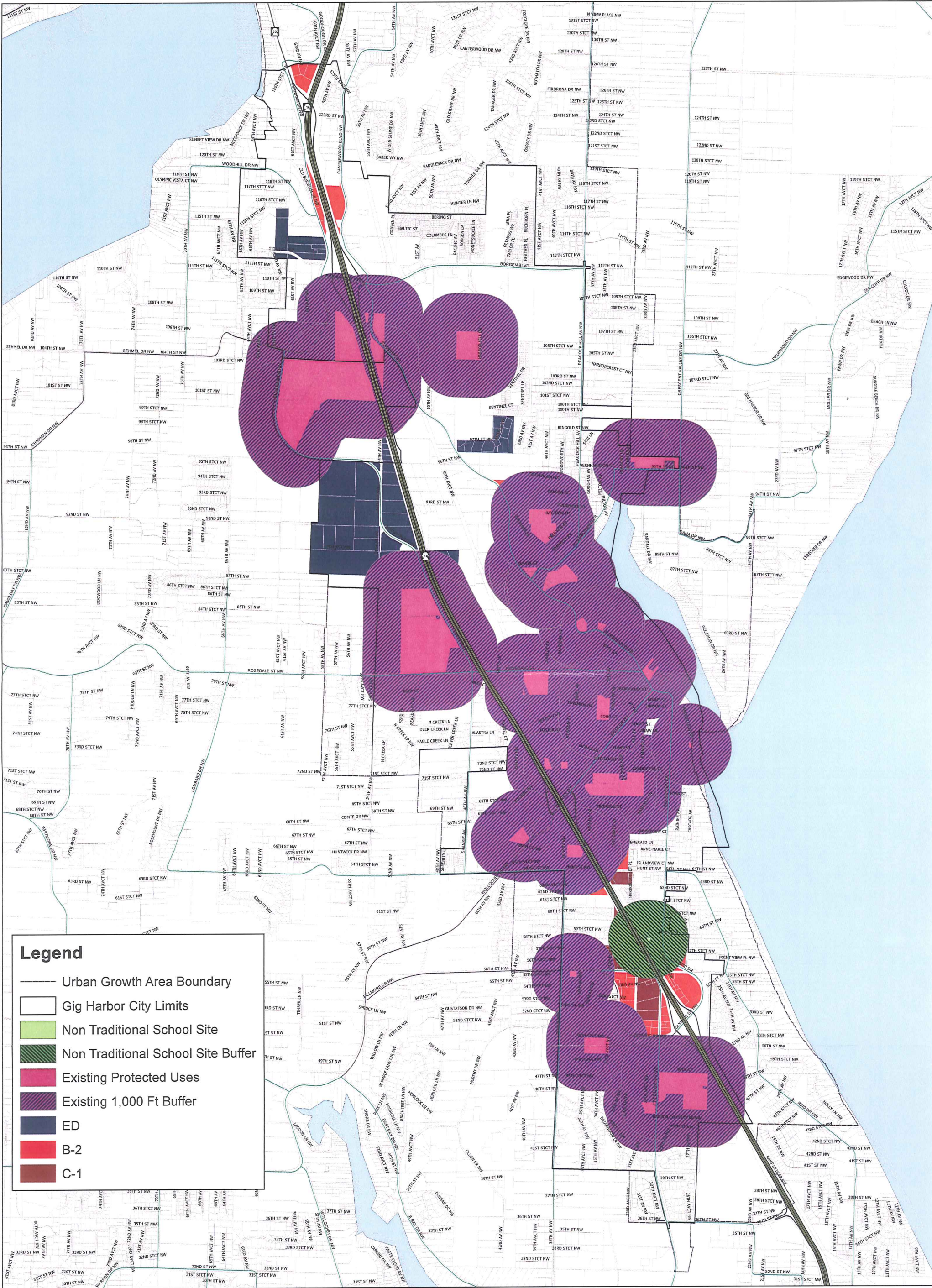
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Reid Ekberg, Chair
Planning Commission



Date 6/24/2015

Craig T. Baldwin, vice chair



Printed on June 16, 2015
MARIJUANA RELATED USES
SENSITIVE USES AND PROXIMITY TO ALLOWED ZONES

Disclaimer: This map may change due to changes in land use. At no point does this map represent