

City Council Meeting

**October 12, 2015
5:30 p.m.**



AGENDA
GIG HARBOR CITY COUNCIL
October 12, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes September 28, 2015.
2. Correspondence / Proclamations: a) Domestic Violence Awareness Month; b)
3. Liquor License Action: a) Added Privilege – Forza Coffee;
4. Receive and File: a) Impacts of Growth Worksession Minutes – Sept. 28, 2015.
5. WWTP Phase 2B – Deductive and No Cost Change Orders.
6. WWTP Phase 2B – Professional Services Contract for Integration Scada and Telemetry.
7. WWTP Phase 2B – Amendment No. 1 to Construction Support Services.
8. Second Reading of Ordinance No. 1325 – Budget Amendment for Building Department Staffing.
9. Approval of Payroll for the month of September: Checks #7575 through #7591 in the amount of \$361,389.39.
10. Approval of Payment of Bills: Checks #79436 through #79584 in the amount of \$801,258.04.

PRESENTATIONS:

1. Show of Appreciation to Senator Angel and Representative Young.
2. Swearing in of Sergeant Aldridge.
3. Proclamation – Domestic Violence Awareness Month – Court Administrator Stacy Colberg.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading of Ordinance - Special Event Application Filing Period.
2. Adding four sites to the Local Historic Register Listing:
 - a. Resolution No. 1009 - Austin Estuary Park,
 - b. Resolution No. 1010 - Wilkinson Barn,
 - c. Resolution No. 1011 - WPA Picnic Structure at Crescent Creek Park, and
 - d. Resolution No. 1012 - Eddon Boat Residence / Hoppen House.
3. Public Hearing on Resolution No. 1008 – Harbor Winds Water System Comprehensive Plan Technical Update.

CITY ADMINISTRATOR / STAFF REPORT:

Mid-Biennial Budget Review – Dave Rodenbach

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Intergovernmental Affairs Committee – Tue. Oct. 20th at 4:00 p.m.
2. Boards and Commission Candidate Review – Mon. Oct. 26th at 5:00 p.m.
3. Council Workstudy Session: Impacts of Growth – Planning & Building – Mon. Oct. 26th following the Council Meeting.

ADJOURN TO WORKSTUDY SESSION:

Impacts of Growth – Public Works.

MINUTES
GIG HARBOR CITY COUNCIL
September 28, 2015 – Council Chambers

CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes of September 14, 2015.
2. Liquor License Action: a) Special Occasion – St. Nicholas Catholic School.
3. Receive and File: a) Boards and Candidate Review Committee Minutes – Sept. 21, 2015.
4. Appointment to Parks Commission.
5. Second Reading of Ordinance No. 1324 – Budget Amendment for Staffing.
6. Purchase Authorization for Street Lights.
7. Web Based Recruitment Services Contract.
8. Heron's Key Project Facilitation Services – Second Amendment to Consultant Services Contract - Stalzer & Associates.
9. Maritime Pier Groundwater Monitoring – Contract Amendment No. 1 / Robinson Noble.
10. Twalwelkax Trail Habitat Management Plan Professional Services Contract.
11. East Tank Retrofit & Repainting Project Professional Services Contract – Custom Coatings Consultant LLC.
12. Approval of Payment of Bills: Checks #79339 through #79435 in the amount of \$464,924.15.

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

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Maritime Pier Art Proposal. Charlee Glock-Jackson, Gig Harbor Arts Commission Chair, presented the background for the proposed art piece to be located at the Maritime Pier. She asked for Council to authorize one of the two options being proposed. She and Jeff Langhelm answered questions. Staff was asked to bring back a rendering that would show exact placement and orientation of the sculpture and to address the sturdiness of the internal struts.

MOTION: Move to authorize the Gig Harbor Arts Commission to award the project for Public Art at the Maritime Pier to Matthew Dockrey and to direct staff to bring back an artist contract for Option 2 for a 10.5 foot high sculpture of a gig for \$27,050.
Ekberg / Lovrovich – unanimously approved.

2. Public Hearing and First Reading of Ordinance – Budget Amendment for the Building Department Staffing. Paul Rice, presented a brief background on the addition of two new positions to address increased growth. He addressed questions.

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

CITY ADMINISTRATOR / STAFF REPORT:

1. Grandview Forest Park Tree Removal Update. Public Works Director Jeff Langhelm presented information on the status of the project and answered Council questions. Councilmember Perrow voiced several concerns with this project as well as another along Cushman Trail.

2. Skansie Netshed Lease. Administrator Williams explained that this will be coming to Council at the second meeting in October.

PUBLIC COMMENT:

Charlotte Gerloff – 7712 73rd St. NW. Ms. Gerloff said she wondered why the concerns identified by Councilmember Perrow weren't made known sooner.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Lovrovich reported that she tallied 400 volunteer hours at the Skansie Netshed this summer. She thanked the city for facilitating the opening of the netshed.

Councilmember Perrow reported that the Race for a Soldier was a great event and recognized the volunteers, the sponsors, the community interaction, and the police department.

Mayor Guernsey also recognized the efforts of the police department during the Race for a Soldier event.

Councilmember Malich acknowledge great work by Monte Hester and Lita Dawn Stanton for the mural on the Finholm Grocery. He said it's a treasure and recommended that they be recognized at a future council meeting.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Legislative Reception: Mon. Oct 12th at 5:00 p.m.
2. Public Works Committee: Mon. Oct 12th at 4:00 p.m.

ADJOURN TO WORKSTUDY SESSION: Mayor Guernsey announced a brief break at 6:08 p.m. before the workstudy session. The regular meeting was adjourned.

Jill Guernsey, Mayor

Molly Towslee, City Clerk

**PROCLAMATION OF THE MAYOR
OF THE CITY OF GIG HARBOR**

Whereas, domestic violence is a pattern of behavior used by one individual to establish and maintain power and control over another; and

Whereas, domestic violence shatters lives, robs children of their innocence, and affects everyone regardless of race, income, or age, in every community of Washington State; and

Whereas, domestic violence is not a private family matter but a crime, the consequences of which reach with devastating effect on our community; and

Whereas, the Crystal Judson Family Justice Center is funded and operated jointly by Pierce County and the City of Tacoma and features a user-friendly style of service delivery that brings together partners from the community and from government to assist victims of domestic violence; and

Whereas, the Crystal Judson Family Justice Center serves all residents throughout Pierce County and beyond with services that are free which include victim advocacy, safety planning, electronic filing for temporary protection orders, criminal and civil legal services, housing, emergency assistance and chaplaincy services to victims of domestic violence; and

Whereas, Gig Harbor recognizes that domestic violence is everyone's responsibility, and has seen a steady rise in applications for Protection Orders at the Gig Harbor Kiosk rising to over 100 annually since installation of the kiosk in 2004.

Whereas, the month of October is recognized across the nation as Domestic Violence Awareness Month;

NOW, THEREFORE, I, Jill Guernsey, Mayor of the City of Gig Harbor, do proclaim the month of October, as

Domestic Violence Awareness Month

And invite all citizens of Gig Harbor to join me in this special observance. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12th day of October, 2015.

Mayor, City of Gig Harbor

Date



MVG

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: <http://lcb.wa.gov>

TO: MOLLY TOWSLEE, CITY CLERK

DATE: 9/24/15

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 602-864-081-001-0006
License: 404390 - 1U County: 27
Tradename: FORZA COFFEE COMPANY
Loc Addr: 5275 OLYMPIC DR NW STE 101
GIG HARBOR WA 98335-2306

APPLICANTS:

FORZA, LLC
JENNINGS, RICHARD ALLEN
1956-09-22
TANDY, ALAN
1964-06-11
THOMPSON, EUGENE EDWARD
1944-03-03
THOMPSON, JUDITH A
1946-06-04

Phone No. 206-575-0888

Privileges Upon Approval:
BEER/WINE REST - BEER/WINE
OFF PREMISES

As required by RCW 66.24.010(8), the Liquor and Cannabis 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 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

MINUTES
GIG HARBOR CITY COUNCIL WORKSTUDY SESSION
September 28, 2015 – Council Chambers

CALL TO ORDER: The session was called to order at 6:16 p.m.

Mayor - Jill Guernsey: Present

Council Member - Timothy Payne: Absent

Council Member - Steven Ekberg: Present

Council Member - Casey Arbenz: Present

Council Member - Rahna Lovrovich: Present

Council Member - Ken Malich: Present

Council Member - Michael Perrow: Present

Council Member - Paul Kadzik: Absent

1. Impacts of Growth. Mayor Guernsey explained that this is the first of several sessions to present the impacts of future growth on the city's departments. City Administrator Ron Williams added that the information being presented will help Council to understand what is coming long-term and to help them make choices and decisions.

Planning Director Jennifer Kester presented a snapshot of how we have grown and how we will continue to grow over the next 20 years. She began by presenting numbers from the recent past: 2010 to 2015 citing changes in population and the number of dwelling units and how we compare with other cities in Pierce County. She then moved on to describe the projected commercial and residential growth, and where it is anticipated to occur over the next fifteen years.

The schedule of the presentations was shared:

Impacts of Growth Overview:	Monday, September 28th
Public Works:	Monday, October 12th
Planning / Building	Monday, October 26th
Police / Court	Monday, November 9th
Admin/Finance/IT/Tourism/HR	Monday, November 23rd

Staff was asked to share the effects on their departments of an increase to 10,000 in population.

ADJOURN:

There were no further comments and the workstudy session ended at 6:55 p.m.



Business of the City Council City of Gig Harbor, WA

Subject: Wastewater Treatment Plant Improvements Phase 2-Mechanical Package Project, CSSP-1205A Deductive Construction Change Order No. 1

Proposed Council Action: Approve and authorize the Mayor to execute this deductive Change Order with Prospect Construction, Inc. in the amount of Two Hundred Ninety-Three Thousand, Four Hundred Ninety-Two Dollars and Fifty Cents (\$293,492.50), for a revised construction contract total of Four Million Six Hundred Seventy-Seven Thousand, Nine Hundred Seventy-Five Dollars and Thirty-Three cents (\$4,677,975.33)(including Washington State Sales Tax) and add 20 contract working days.

Dept. Origin: Engineering

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

For Agenda of: October 12, 2015

Exhibits: Deductive Change Order No. 1

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

SM 10-16-15
RW 10/6/15
Per email 10/5/2015
JF 10/6
JAC 10/6/15
S 10/6/15

Expenditure Required	\$(293,492.50)	Amount Budgeted	\$9,886,000	Appropriation Required	\$0
-----------------------------	----------------	------------------------	-------------	-------------------------------	-----

INFORMATION/BACKGROUND

This deductive contract change order provides for the following:

- Deletion of the Ultraviolet Disinfection equipment (UV) bid item from the current construction contract. Prior to the formal bidding process, the City proceeded with a sole source equipment purchase for this equipment and did so due to the long lead equipment fabrication time. This bid item was inadvertently left in the bid schedule at the time of bid. This Change Order will credit back to the City the full bid amount to the City.
- Aeration Digester Cover Credit. The bid schedule for this cover required the contractor to bid two separate specified cover manufacture's costs, which was completed by the bidders. After award of the contract, the City elected to proceed with the recommended lower cost cover manufacturer at the recommendation of the design team. This Change Order will also credit back the cost difference between the cover manufacture's costs.
- Provide a "NO COST" additional twenty working days to the overall project completion schedule. In order to maintain operational plant NPDES compliance, the City developed a phasing plan with the contractor to complete the digester and clarifier portion of the work, requiring an additional 20 working days be added to the total contract working days.

FISCAL CONSIDERATIONS


As this is a credit back to the project, no additional project costs are encumbered as a result of this Change Order.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute this deductive Change Order with Prospect Construction, Inc. in the amount of Two Hundred Ninety-Three Thousand, Four Hundred Ninety-Two Dollars and Fifty Cents (\$293,492.50), for a revised construction contract total of Four Million Six Hundred Seventy-Seven Thousand, Nine Hundred Seventy-Five Dollars and Thirty-Three cents (\$4,677,975.33)(including Washington State Sales Tax) and add 20 contract working days.

Date: 10/2/2015	 City of Gig Harbor Public Works Department Change Order Form	CO # 1 Page 1 of 2				
<input type="checkbox"/> Order by Engineer under terms of Section 1-04.4 of Standard Specifications <input checked="" type="checkbox"/> Change Proposed by Contractor		Project No.: <u>CSSP-1205A</u> Project Name: <u>WWTP Ph2 Mechanical Improvements</u> Contractor Name: <u>Prospect Construction, Inc.</u> Contractor Address: <u>116 23rd St SE</u> <u>Puyallup, WA 98372</u>				
When this contract change order has been approved by the Public Works Director, you are directed to make the changes described below to the plans and specifications or to complete the following described work originally not included in the plans and specifications.						
Description of Changes		Unit	Qty	Unit Price	Decrease in Contract Price	Increase in Contract Price
Bid Item	Bid Item Description					
9	Ozonia UV Disinfection Equipment	1	LS	\$261,500.00	-\$261,500.00	
Reference WCD #001 dated October 2. Credit for City purchasing the equipment through internal purchase order.				TAX	-\$22,227.50	
12	Digester Flat Panel Cover	1	LS	\$210,000.00	-\$9,000.00	
Reference WCD #003 dated October 2, 2015. City approved covers made by Ultrafote, LLC which is the approved equal on the Major Equipment List.				TAX	-\$765.00	
Totals					-\$293,492.50	\$0.00
Original Contract Amount	Total Changes by Previous Change Orders	Total Amount of this Change Order		Adjust Contract Amount Including this Change Order		
\$4,971,467.83	\$0.00	-\$293,492.50		\$4,677,975.33		

This Change Order revises the time for final/physical completion by:
 _____ 20 working day increase. _____ working day decrease. _____ no change in working days.

Acceptance of this Change Order constitutes full and complete acceptance of all listed items, and of all known or anticipated changes or claims for contract adjustment (time and money).

ACCEPTED: _____
 Contractor Signature

10/5/15

 Date

 Surety Signature, when required

 Date

APPROVED: _____
 Jeff Langhelm, PE, Public Works Director

 Date



Parametrix ENGINEERING, PLANNING, ENVIRONMENTAL SERVICES

**PUBLIC WORKS
CHANGE ORDER #01**

Project Name: WWTP Ph2 Mechanical Improvements

Date: 5-Oct-15

Contractor: Prospect Construction, Inc.

Contract No.: CSSP-1205A

DESCRIPTION OF CHANGE

You are hereby requested to comply with the following changes from the contract Plans and specifications:

Such work will be compensated by: check one or more of the following as applicable [] Increase or [X] Decrease in bid items; [] Force Account; [] Negotiated Price: The described work affects the existing contract items and/or adds and/or deletes bid items as follows:

Bid Item	Description
9	UV Disinfection, UW System, and UV/Blower Building Modifications Ozonia UV Disinfection Equipment - The City is going to purchase the equipment through an internal purchase order, as such a credit of -\$261,500.00 is needed.
	20 Additional Working Days have been added to the contract to cover the phasing for the digesters and clarifiers to keep the plant in operation and compliance with their permit. This is a Time Only Change. No additional compensation will be considered
12	Aerated Digester Improvements and Odor Scrubber, Complete Digester Flat Panel Covers - The City approved utilizing the covers made by Ultrafote, LLC which is the approved equal for this bid item on the Major Equipment List. As such a credit for -\$9,000.00 is needed.

Item No.	Description	FO#WCD #	Qty.	Unit	\$ Cost Per Unit	\$ Cost	Net \$ Cost
9	UV Disinfection, UW System, and UV/Blower Building Modifications Ozonia UV Disinfection Equipment	WCD 001	Orig.	1	LS	\$261,500.00	\$261,500.00
			Rev.	0	LS		
						\$0.00	\$0.00
	20 days Added to Contract	WCD 002			\$0.00	\$0.00	\$0.00
12	Aerated Digester Improvements and Odor Scrubber, Complete	WCD 003	Orig.	1	LS	\$210,000.00	\$210,000.00
			Rev.	1	LS	\$201,000.00	\$201,000.00
						\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00
					\$0.00	\$0.00	\$0.00

(\$270,500.00)

ORIGINAL CONTRACT AMOUNT	TAX (8.5%)	TOTAL
\$4,581,998.00	\$389,469.83	\$4,971,467.83

CONTRACT AMOUNT	NET CHANGE	SUBTOTAL	TAX (8.5%)	CONTRACT AMOUNT AFTER CHANGES
\$4,581,998.00	(\$270,500.00)	\$4,311,498.00	\$366,477.33	\$4,677,975.33

Days - Original Contract (Final/Physical Completion)	180
Days - Modifications Approved in Previous Applications	0
Days - Modification Approved This Period	20
Days - Total Approved	200

All work, materials and measurements to be in accordance with the provisions of the original contract and/or the standard specifications and special provisions for the type of construction involved. The payments and/or additional time specified and agreed to in this order include every claim by the Contractor for any extra payment or extension of time with respect to the work described herein, including delays to the overall project.

APPROVED BY:	SIGNATURE:	DATE:
OWNERS REPRESENTATIVE <i>Mannon J. Thompson</i>		10/5/15
CONTRACTOR Prospect Construction, Inc.	<i>[Signature]</i>	10/5/15
CITY APPROVAL		
CITY COUNCIL APPROVAL DATE:		



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

Subject: Wastewater Treatment Plant Improvements Phase 2-Mechanical Package Project, CSSP-1205A Professional Consultant Services Contract with Advanced Industrial Automation Corporation

Proposed Council Action: Approve and authorize the Mayor to execute the Consultant Services Contract with Advanced Industrial Automation Corporation, in an amount not-to-exceed One Hundred Seventy Thousand, Eight Hundred Eighty-Seven Dollars and Zero Cents (\$170,887.00).

Dept. Origin: Engineering

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

For Agenda of: October 12, 2015

Exhibits: Consultant Services Contract
Scope and Fee

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

JL 10/6/15
Pen W 10/6/15
Asper email 10/5/15
SP 10/6
AK 10/6/15
L 10/6/15

Expenditure Required	\$170,887.00	Amount Budgeted	\$9,886,000	Appropriation Required	\$0
-----------------------------	--------------	------------------------	-------------	-------------------------------	-----

INFORMATION/BACKGROUND

This contract provides for the necessary Supervisory control and data acquisition (SCADA) integration and upgrades associated with the Phase 2 mechanical improvements. These services have been successfully completed by Advanced Industrial Automation (AIA) over the past many years and AIA has integral knowledge of the City's current SCADA system.

FISCAL CONSIDERATIONS

This work will be funded under the current capital improvement project and sufficient funds exist within the wastewater capital improvement fund to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute the Professional Services Contract with Advanced Industrial Automation Corporation for the SCADA control integration and upgrades services for the Wastewater Treatment Plant Phase 2 Mechanical Improvements in the amount not-to-exceed One Hundred Seventy Thousand, Eight Hundred Eighty-Seven Dollars and Zero Cents (\$170,887.00)

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ADVANCED INDUSTRIAL AUTOMATION CORPORATION**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Advanced Industrial Automation Corporation, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in On-Call Engineering Services at the Wastewater Treatment Plant 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 One Hundred Seventy Thousand, Eight Hundred Eighty-Seven Dollars and Zero Cents (\$170,887.00) 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, 2017; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. Indemnification.

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or suits including attorneys fees, arising out of or resulting from the acts, errors or omissions 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:	City of Gig Harbor
Advanced Industrial Automation Corporation	ATTN: Darrell Winans, Supervisor
ATTN: Jon Mathison, P.E.	Wastewater Treatment Plant
5227 Ballard Ave. NE, Ste. 8	3510 Grandview Street
Seattle, WA 98107-4809	Gig Harbor, WA 98335
(425) 836-3386 FAX (425) 642-8282	(253) 851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Basis of Estimate (Construction Support - Additional Services)	
1	Includes support for LCP-290.
2	Includes support for NaCl tank float, NaOH tank float, (4) thermal mass flowmeter.
3	Includes support for (4) Digester basin transducers, float and flowmeter for utility water systems.
4	Includes support for (1) packaged utility water panel.
5	Includes support for (7) As-built drawings (of 16 additional EIC drawings).
6	Includes support for (2) additional PID drawings.
7	Support services does not include support for future equipment (mixer, DO, pH sensors, recirculation pump, auger).
Basis of Estimate (I&C Integration)	
1	Estimate based on our work being completed within an 8 month timeframe. Additional time may incur additional costs.
2	Labor includes PLC programming, HMI configurations, and startup. Mechanical mounting, installations, and electrical terminations of all hardware (instruments, panels) by others.
3	Reporting Systems Integration: Estimate based on 100 hours, additional hours to be T&M.
4	Meetings for integration will be paid for from the contingency budget.
5	Labor includes communications testing from air flowmeter, level sensors, and mag flowmeter. Estimate based on integration work being done at the same time. Labor for future instrumentation (not installed as part of Phase 2 design) is not included.
Basis of Estimate (Windows 7 Upgrade)	
1	Assumes availability of Windows 7 operating system and hardware at time of purchase.
2	Existing city-owned Wonderware software to be reused. Existing Wonderware license supports Windows 7 operating system.
3	Owner to cut existing opening in the control panel, and enlarge it to accommodate the new HMI screen.
4	TI Simatic software is on this PC to program Lift station 2 and 3A. This software may need to be upgraded prior to installation. If the existing software installation is found to be obsolete, software upgrade and installation may need to be performed on a T&M basis.
5	As there are variables in performing this type of upgrade, AIA may use the contingency amount set aside for integration for unforeseen services relating to the Windows 7 Upgrade services.
Basis of Contingency	
1	Contingency shall provide for any out-of-scope work at the request by the City of Gig Harbor, and shall be approved in advanced by the city Engineer prior to the work being performed.

Item	Assumption	Quantity	Notes	PCP-100 Modifications	PCP-200 Modifications	PCP-300 Modifications	LCP-290
	<i>Basic Costing Assumptions</i>						
1	Number of PLC Panels	0					
2	Number of non-PLC Panels	2					
3	Number of HMIs	0					
4	Number HMI Screens	8					
5	Number Reports	0					
6	Spare IO Requirement	10%					
	Unknown IO Buffer	0%					
7	Number AI	26		2	8	0	13
8	Number AO	14		1	3	0	8
9	Number DI	73		18	12	3	33
10	Number DO	10		3	1	0	5
11	Number of Submittals	2					
12	Telemetry PLCs and RTUs	5					
13	Number of instruments	21					
14	Travel Distance (1-way)	60					
15	Sales taxes not included						
16	Contingency not included						
17	Materials by others						
	Integration Price		\$119,525.00				

Item	Description	PM	EE	I&C	Tech	Rep	CAD	Data-base	Total Hours	Total Cost
		(hours)	(hours)	(hours)	(hours)	(hours)	(hours)	(hours)		
1	Panel Enclosure 53 \$ 6,790.00									
1.1	Control drawings 0 0 \$ -									\$ -
1.1.1	Scope of Work								0	\$ -
1.1.2	Bill of Materials for control panels								0	\$ -
1.1.3	Block diagrams								0	\$ -
1.1.4	Drawings								0	\$ -
1.2	Offsite work								0	\$ -
1.2.1	Submittals 53 \$ 6,790.00									\$ -
1.2.1.1	O&M manuals	4		33					37	\$ 4,790.00
1.2.1.2	Construction Schedule	6							6	\$ 750.00
1.2.1.3	Testing Schedule	4							4	\$ 500.00
1.2.1.4	Submittal Coordination	6							6	\$ 750.00
1.2.2	Other services 0 \$ -									\$ -
1.2.2.1	Material Acquisition								0	\$ -
1.2.2.2	Factory demonstration test			0					0	\$ -
2	PLC CPU 420 \$ 54,460.00									
2.1	PLC Programming 0 155 \$ 20,075.00									\$ -
2.1.1	Scope of Work	15							15	\$ 1,875.00
2.1.2	Memory Map Development (detailed)			5					5	\$ 650.00
2.1.3	Programming (RTU and PLC)			82					82	\$ 10,660.00
2.1.4	Testing (w/ HMI and forcing)			41					41	\$ 5,330.00
2.1.5	Lab/Ops Modifications			4					4	\$ 520.00
2.1.6	Ultraviolet disinfection system (via ethernet)			8					8	\$ 1,040.00
2.3	Startup 173 \$ 22,490.00									\$ -
2.3.1	Update 0 PLC panels			0					0	\$ -
2.3.2	Install 2 LCP panels			4					4	\$ 520.00
2.3.3	Setup 0 workstations			0					0	\$ -
2.3.4	Test wiring to 123 field points			50					50	\$ 6,500.00
2.3.5	Configure communications to PLCs and HMI			0					0	\$ -

2.3.6	Start and test automated sequences			99				99	\$ 12,870.00
2.3.7	Ultraviolet disinfection system (Ethernet)			16				16	\$ 2,080.00
2.3.8	Lab/Ops Modifications			4				4	\$ 520.00
2.4	Commissioning (test/train) 58								\$ -
2.4.1	Field Acceptance Testing	9		13				22	\$ 2,815.00
2.4.2	Train operators 15 \$ 1,950.00							0	\$ -
2.4.2.1	HMI and reports			8				8	\$ 1,040.00
2.4.2.2	Instruments and equipment			7				7	\$ 910.00
2.4.3	7-day Operational Test(s)			0				0	\$ -
2.4.4	Final review			8				8	\$ 1,040.00
2.4.5	Alterations as required by final review			9				9	\$ 1,170.00
2.4.6	As built drawings		0			0		0	\$ -
2.4.7	Acceptance	4						4	\$ 500.00
2.5	Warranty (1 year) 34 \$ 4,420.00								\$ -
2.5.1	Alterations and additions as requested			8				8	\$ 1,040.00
2.5.2	Warranty callouts			26				26	\$ 3,380.00
3	HMI 0 203 \$ 26,295.00								
3.1	Scope of Work	19						19	\$ 2,375.00
3.2	Bill of Materials for HMI			0				0	\$ -
3.3	Setup 0 HMIs			0				0	\$ -
3.4	Create 8 screens			120				120	\$ 15,600.00
3.5	Test 8 screens			64				64	\$ 8,320.00
4	Remote Access and Networking 86 \$ 11,130.00								
4.1	Setup 28 \$ 3,600.00								\$ -
4.1.1	DSL services coordination	2						2	\$ 250.00
4.1.2	Firewall registration and initial configuration	4		4				8	\$ 1,020.00
4.3.1	Accounts setup	2		16				18	\$ 2,330.00
4.2	Startup 46 \$ 5,970.00								\$ -
4.2.1	DSL device configuration	2		4				6	\$ 770.00
4.2.2	Firewall device startup			24				24	\$ 3,120.00

Gig Harbor WWTP Phase 2 Integration
Integration Labor

Page 7 of 11

Advanced Industrial Automation
10/1/2015

					Onsite days	80		
					IO Count	123		
					IO future	0		
					IO Current+Fu	123		
					Analog IO	40		
					Digital IO	83		
					Mileage rate			\$ 0.60
					Mileage (1-wa	60		\$ 5,760.00
					Total			\$ 119,525.00

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

Advanced Industrial Automation

PROJECT: WWTP-Phase 2 Addition II
OWNER: CITY OF GIG HARBOR
ESTIMATE BY: RICHARD SAMPLE, JON MATHISON

DATE: 10/1/15
JOB NO: 14--

NO	DESCRIPTION OF PHASE 2 SERVICES	BILLING RATE				COST IN \$		
		Elec hours		I&C hours		Elec	I&C	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
	MECHANICAL UPGRADE - ADDITIONAL CONSTRUCTION SUPPORT SERVICES							
	Submittal review - Electrical	12	-	-		1,680	-	1,680
	Submittal review - LCP 290		-	12		-	1,500	1,500
	Submittal review - Instruments		-	4		-	500	500
	Electrical support for LCP-290 addition	8	-	-		1,120	-	1,120
	Factory Demonstration Test	-	-	8		-	1,000	1,000
	Coordination with contractor	16	-	8		2,240	1,000	3,240
	Coordination with Integrator	-	-	-		-	-	-
	Change Order / RFI Response development	16	4	10		2,600	1,250	3,850
	Coordination with Parametrix on-site inspector	8	-	6		1,120	750	1,870
	50% construction inspection, checklist, report	4	-			560	-	560
	Final inspection & startup, checklist, punchlist	4	4	3		920	375	1,295
	Punchlist verification site visit	4		3		560	375	935
	Review O & M manual data submitted by contractor	4		10		560	1,250	1,810
	Develop O & M manual electrical text (draft copy)	4		-		560	-	560
	Asbuilt electrical drawings	-	-	13	23	-	3,810	3,810
	Asbuilt drawing submittal	-	-	2	2	-	440	440
	Administration expenses @ 10% of RSE expenses						1,192	1,192
	CONSTRUCTION SUPPORT TOTALS	80	8	79	25	11,920	13,442	25,362

BASIS

- 1 Includes LCP-290 Construction Support Services
- 2 Does not include future equipment support for additional services (mixer, DO, pH sensors, recirc. pump, auger)
- 3 Estimate includes construction support services from following changes:
 - a New panel LCP-290, submittal review to include new panel and as-built panel drawings.
 - b Instrumentation: NaCl tank float, NaOH tank float, (4) thermal mass flowmeter
 - c Instrumentation: (4) Digester basin transducers, float and flowmeter for utility water system
 - d (1) packaged utility water panel
 - e (7) As-built drawings (of 16 additional EIC drawings)
 - f (2) additional PID drawings

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET						
<i>Advanced Industrial Automation</i>						
PROJECT: WWTP-Phase 2 Addition II				DATE: 10/1/15		
CONSTRUCTION SERVICES - DRAWING AS-BUILDING				JOB NO: 14--		
DRWG. NO.	DESCRIPTION OF DRAWING	Elec HRS			I&C HRS	
		SCALE	ENGR	DRAFT	ENGR	DRAFT
<u>AIA - PROJECT DRAWINGS</u>						
EIC1	Instrument & Control - Wiring Diagrams					
EIC2	Instrument & Control - Wiring Diagrams					
EIC3	Instrument & Control - Wiring Diagrams					
EIC4	Instrument & Control - Wiring Diagrams					
EIC5	Instrument & Control - Wiring Diagrams					
EIC6	Instrument & Control - Wiring Diagrams					
EIC7	Instrument & Control - Wiring Diagrams					
EIC8	Instrument & Control - Wiring Diagrams					
EIC9	Instrument & Control - Wiring Diagrams					
EIC10	Instrument & Control - Wiring Diagrams - Typical				0	0
EIC11	Instrument & Control - Wiring Diagrams - Typical				0	0
EIC12	Instrument & Control - Wiring Diagrams - Typical				0	0
EIC13	Instrument & Control - Wiring Diagrams				2	4
EIC14	Instrument & Control - Wiring Diagrams - Typical				0	0
EIC15	Instrument & Control - Wiring Diagrams				0	0
EIC16	Instrument & Control - Wiring Diagrams				2	4
EIC17	Instrument & Control - Wiring Diagrams				2	4
EIC18	Instrument & Control - Wiring Diagrams				1	1
EIC19	Instrument & Control - Wiring Diagrams				0	0
EIC20	Instrument & Control - Wiring Diagrams				2	4
EIC21	Instrument & Control - Wiring Diagrams				1	1
EIC22	Instrument & Control - Wiring Diagrams				1	1
EIC23	Instrument & Control - Wiring Diagrams - Typical				0	0
EIC24	Instrument & Control - Wiring Diagrams - Typical				0	0
EIC25	Instrument & Control - Wiring Diagrams - Typical				0	0
PID1	Instrument & Control - Legend					
PID2	Instrument & Control - Communication Block Diagram					
PID3	Instrument & Control - Piping & Instrumentation -Sht 1					
PID4	Instrument & Control - Piping & Instrumentation -Sht 2					
PID5	Instrument & Control - Piping & Instrumentation -Sht 3					
PID6	Instrument & Control - Piping & Instrumentation -Sht 4					
PID7	Instrument & Control - Piping & Instrumentation -Sht 5					
PID8	Instrument & Control - Piping & Instrumentation -Sht 6					
PID9	Instrument & Control - Piping & Instrumentation -Sht 7					
PID10	Instrument & Control - Piping & Instrumentation -Sht 8					
PID11	Instrument & Control - Piping & Instrumentation -Sht 9					
PID12	Instrument & Control - Piping & Instrumentation -Sht 10					
PID13	Instrument & Control - Piping & Instrumentation -Sht 11					
PID14	Instrument & Control - Piping & Instrumentation -Sht 12					
PID15	Instrument & Control - Piping & Instrumentation -Sht 13					
PID16	Instrument & Control - Piping & Instrumentation -Sht 14					
PID17	Instrument & Control - Piping & Instrumentation -Sht 15				1	2
PID18	Instrument & Control - Piping & Instrumentation -Sht 16				1	2
TOTALS			0	0	13	23

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

Advanced Industrial Automation

PROJECT: WWTP-Phase 2 Windows Upgrade
 OWNER: CITY OF GIG HARBOR
 ESTIMATE BY: JON MATHISON

DATE: 10/1/15
 JOB NO: 14--

NO	DESCRIPTION OF PHASE 2 SERVICES	BILLING RATE				COST IN \$		
		\$140	\$90	\$125	\$95	Elec hours		TOTAL
		ENGR	DRAFT	ENGR	DRAFT	Elec	I&C	
WINDOWS UPGRADE								
	HMI-201 Install, Setup, Configuration	-	-	16	-	-	2,000	2,000
	HMI-201 Software Configuration,Compatibility, Test	-	-	8	-	-	1,000	1,000
	HMI-401 Install, Setup, Configuration	-	-	16	-	-	2,000	2,000
	HMI-401 Software Configuration,Compatibility, Test	-	-	8	-	-	1,000	1,000
	HMI-201 Materials						4,500	4,500
	HMI-401 Materials						3,500	3,500
	WINDOWS UPGRADE TOTALS	-	-	48	-	-	14,000	14,000

BASIS	
1	Assumes availability of Windows 7 operating system and hardware at time of purchase.
2	Existing city-owned Wonderware software to be reused. Existing Wonderware license supports Windows 7 operating system.
3	Owner to cut existing opening in the control panel, and enlarge it to accommodate the new HMI screen.
4	TI Simatic software is on this PC to program Lift station 2 and 3A. This software may need to be upgraded prior to installation. If the existing software installation is found to be obsolete, software upgrade and installation may need to be performed on a T&M basis.
5	As there are variables in performing this type of upgrade, AIA may use the contingency amount set aside for integration for unforeseen services relating to the Windows 7 Upgrade services.

ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET

Advanced Industrial Automation

PROJECT: WWTP-Phase 2 Contingency
 OWNER: CITY OF GIG HARBOR
 ESTIMATE BY: JON MATHISON

DATE: 10/1/15
 JOB NO: 14--

NO	DESCRIPTION OF PHASE 2 SERVICES	BILLING RATE				COST IN \$		
		Elec hours		I&C hours		Elec	I&C	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
	CONTINGENCY							
	Contingency	-	-	96	-	-	12,000	12,000
	CONTINGENCY TOTALS	-	-	96	-	-	12,000	12,000

BASIS	
1	Contingency shall provide for any out-of-scope work at the request by the City of Gig Harbor, and shall be approved in advanced by the city Engineer prior to the work being performed.



October 1, 2015

Darrell Winans, Supervisor
City of Gig Harbor
Wastewater Treatment Plant
4216 Harborview Dr.
Gig Harbor WA 98335

RE: Gig Harbor Phase 2 Proposed Integration Scope of Work, Rev. 2

This letter shall propose Advanced Industrial Automation Corporation's (AIA) scope of work for the Gig Harbor Waste Water Treatment Plant Phase 2 Mechanical Improvements. The scope of work is organized into four sections provided in our estimate as follows:

- Integration - Labor
- Construction Support - Additional Services
- Windows 7 Upgrade Services
- Contingency

Scope of Work: Integration - Labor

AIA will be the integrator and programmer responsible for modifications to the existing system to update the operations and controls at the Gig Harbor Wastewater Treatment Plant. AIA will program the existing Programmable Logic Controllers (PLCs) to enable automatic control of plant functions related to the Phase 2 improvements as detailed in the description of operations. The Supervisory Control and Data Acquisition (SCADA) system shall be updated to provide an integrated system for controlling the wastewater treatment plant and new equipment for the following systems:

	<i>Systems to be updated (general - detailed controls in the description of operations)</i>
1	Integrate (1) new Finescreen with (2) existing
2	InPlant Pumpstation (IPPS)
3	Utility Water (UW)
4	Ultraviolet Disinfection (UV)
5	Sludge feed backup pump (P492)
6	Effluent pumpstation and sampling
7	Digester Basin air, Odor, Scrubber
8	Chemical tank (Hypochorite, NaOH)

AIA will provide the following integration services to implement the scope of work:

	<i>Scope of Services (Services to be provided)</i>
1	PLC programming
2	HMI configurations



3	Startup
4	Testing and Commissioning
5	Training
6	Warranty Service (1 year)
7	Remote Access and Networking
8	Reporting Systems (up to 100 hours)

The following lists pertinent integration assumptions.

<i>Integration Basis (Working Assumptions)</i>	
1	Estimate based on our work being completed within an 8 month timeframe. Additional time may incur additional costs.
2	Labor includes PLC programming, HMI configurations, and startup. Mechanical mounting, installations, and electrical terminations of all hardware (instruments, panels) by others.
3	Reporting Systems Integration: Estimate based on 100 hours, additional hours to be T&M.
4	Meetings for integration will be paid for from the contingency budget.
5	Labor includes communications testing from air flowmeter, level sensors, and mag flowmeter. Estimate based on integration work being done at the same time. Labor for future instrumentation (not installed as part of Phase 2 design) is not included.

Scope of Work: Construction Support - Additional Services

AIA will provide additional Construction Support services for the additional design that is incorporated into the original Phase 2 improvements for the Gig Harbor Wastewater Treatment Plant. These services will supplement the existing Construction Support Services. AIA will provide the additional construction support services relating to the additional components of the additional design. AIA will provide submittal review and factory demonstration test of LCP-290, and as-built drawing updates.

The following lists pertinent additional construction support assumptions.

<i>Additional Construction Support Basis (Working Assumptions)</i>	
1	Includes support for LCP-290.
2	Includes support for NaCl tank float, NaOH tank float, (4) thermal mass flowmeter.
3	Includes support for (4) Digester basin transducers, float and flowmeter for utility water system.
4	Includes support for (1) packaged utility water panel.
5	Includes support for (7) As-built drawings (of 16 additional EIC drawings).
6	Includes support for (2) additional PID drawings.
7	Support services does not include support for future equipment (mixer, DO, pH sensors, recirculation pump, auger).

Scope of Work: Windows 7 Upgrade Services

AIA will provide Window 7 upgrade services for HMI-201 and HMI-401. This includes provision of hardware, installation, and configuration labor related to Windows 7 upgrade.



The services include replacement of two (2) HMIs, one desktop PC based HMI in the Lab/Operations building, and one panel mounted PC based HMI in the blower building. The existing software owned by the city is to be reused.

The following lists pertinent Windows 7 upgrade assumptions.

<i>Windows 7 upgrade Basis (Working Assumptions)</i>	
1	Assumes availability of Windows 7 operating system and hardware at time of purchase.
2	Existing city-owned Wonderware software to be reused. Existing Wonderware license supports Windows 7 operating system.
3	Owner to cut existing opening in the control panel, and enlarge it to accommodate the new HMI screen.
4	TI Simatic software is on this PC to program Lift station 2 and 3A. This software may need to be upgraded prior to installation. If the existing software installation is found to be obsolete, software upgrade and installation may need to be performed on a T&M basis.
5	As there are variables in performing this type of upgrade, AIA may use the contingency amount set aside for integration for unforeseen services relating to the Windows 7 Upgrade services.

Scope of Work: Contingency

The contingency shall provide for any out-of-scope work at the request by the City of Gig Harbor, and approved in advance by the city Engineer prior to the work being performed.

Conclusion

AIA has provided integration services for the City of Gig Harbor during Gig Harbor Phase 1 improvements, and past support services including maintenance, troubleshooting, and HMI upgrades. AIA is exceptionally well suited to provide continued excellent service to the City of Gig Harbor. This Scope of Work is based on our discussions regarding the Wastewater Treatment Plant Phase 2 Improvements and may be modified as conditions warrant. Further services may be billed T&M basis as required. Please do not hesitate to contact me if there are any problems, different alternatives you wish to pursue, or modification you would like to make.

Thank you,

Jon P. Mathison, P.E.
Advanced Industrial Automation, Corporation
5227 Ballard Ave NW, Suite 8
Seattle, Washington 98107
Phone: 425-836-3386
Mobile: 425-444-4751
jon@advancedia.com
www.advancedia.com

Item	Description	Quantity	Cost	RSE 140/hr	Andrew 130/hr	Eric 125/hr	Adam 95/hr	RSE 90/hr	Notes	Section Cost
1	Integration Labor Expenses									\$119,525.00
	Panels LCP-190, LCP-191, LCP-192, LCP-290	1	\$6,790.00		33	20				
	PLC Programming, Startup	1	\$54,460.00		392	28				
	Remote Access	1	\$11,130.00		76	10				
	Instrumentation	1	\$2,590.00		18	2				
	Reporting Systems	1	\$12,500.00		0	100				
	HMI Modifications	1	\$26,295.00		184	19				
	Travel Mileage	1	\$5,760.00							
2	Construction Support - Additional Services									\$25,362.00
	Electrical (RSE)	1	\$11,920.00	80				8		
	Instrumentation & Controls (AIA)	1	\$13,442.00			79	25	10pct		
3	Windows 7 Upgrade Expenses									\$14,000.00
	HMI Replacement and Windows 7 Upgrade	1	\$6,000.00			48				
	Material and Hardware	1	\$8,000.00							
4	Contingency									\$12,000.00
	For Integration Labor Expenses	1	\$12,000.00			96				
	Total	12	\$170,887.00							



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

Subject: Wastewater Treatment Plant Phase 2 Improvements – Mechanical Package – Amendment #1 for Construction Support Services.

Proposed Council Action: Approve and authorize the Mayor to Execute Amendment #1 to the Consultant Services Contract with Parametrix, Inc. for construction support services in an amount not-to-exceed \$30,481.51, for an amended contract total not to exceed \$213,717.00

Dept. Origin: Public Works/Engineering

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

For Agenda of: October 12, 2015

Exhibits: Consultant Services Contract Amendment #1 for Construction Support Services.

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

Jbr 10-6-15
 RW 10/6/15
 Per email 10/5/15
 SP 10/5/15
 Jbr 10/5/15
 Jbr 10/5/15

Expenditure Required	\$30,481.51	Amount Budgeted	\$9,886,000	Appropriation Required	\$0
-----------------------------	-------------	------------------------	-------------	-------------------------------	-----

INFORMATION/BACKGROUND

This contract amendment includes adds the contingency amount of \$25,000 to provide for a construction project engineering contingency fund to address any unforeseen construction engineering out of scope services that may arise during the actual construction of the treatment plant improvements. This contingency fund may only be utilized by the consultant only after the City Engineer has been apprised of the out of scope request(s), and the City Engineer has formally approved those out of scope project requests in advance of the consultant performing that particular work. In addition, the contract amendment includes additional costs for expenses in the amount of \$5,481.51 originally included in the project budget but not included in the amount authorized under the contract.

FISCAL CONSIDERATION

Sufficient funds exist within the waste water capital improvement fund to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute Amendment #1 to the Consultant Services Contract with Parametrix, Inc. for construction support services in an amount not-to-exceed \$30,481.51, for an amended contract total not to exceed \$213,717.00.

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

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated August 10, 2015 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Wastewater Treatment Plant Improvements Phase 2- Mechanical Package project, CSSP-1205A; and

WHEREAS, the parties desire to amend the contract to provide a contingency in the amount of \$25,000 for additional tasks that may arise as a result of unforeseen construction engineering that may arise during the actual construction of the treatment plant improvements; and

WHEREAS, the original contract amount omitted expenses in the amount of \$5,481.51 reflected in the original budget attached as Exhibit A to the Agreement and the parties desire to amend the Agreement for consistency with the approved budget; and

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

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

1. Scope of Work. If additional construction engineering services are needed as a result of unforeseen circumstances arising during actual construction of the Wastewater Treatment Plant Phase 2, the City Engineer is authorized to request and approve a task order(s) to accomplish such work under this Agreement. The Consultant shall furnish all services, labor, materials and related equipment necessary to conduct and complete the work as specified in the task order consistent with requirements, rates and charges in this Agreement.

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the additional work authorized to be performed by

task order described in Section 1 in the amount not to exceed Twenty-five Thousand Dollars (\$25,000) and to increase the dollar amount to cover the costs of expenses set forth in the budget in an amount not to exceed Five Thousand Four Hundred Eight-one Dollars and 51 cents (\$5,481.51).

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



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

Subject: Second Reading of Ordinance Amending the 2015-2016 Budget

Proposed Council Action: Approve the ordinance under consent agenda.

Dept. Origin: Building/Fire Safety

Prepared by: Paul Rice *R*

For Agenda of: October 12, 2015

Exhibit: Draft Ordinance

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

RG 10/8/15
RW 10/9/15
Legal 9/15
J 10/8
M 10-8-15

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

INFORMATION/BACKGROUND

With the economic downturn in 2008 the Building/Fire Safety Department experienced a significant reduction-in-force taking the department to staffing levels below those of 2002. Since 2011 the department's workload has increased considerably and consistently without reinstatement of either administrative or inspection staff resulting in increasing delays in permit processing. The trend toward growing workloads for the department's staff appears set to continue with significant residential and commercial development in the pipeline.

In order to maintain the department's level of service, which has been a contributing factor to our construction industry's early recovery and resulting positive effect on City revenues, the Department proposes reinstating a 1.0 FTE Building Assistant and a 1.0 FTE Building Inspector position in the 2015-2016 budget. We believe the figures support these added positions which will allow us to continue to meet our performance measures and statutory responsibilities while ultimately supporting the health of our construction industry and economy.

FISCAL CONSIDERATION

Permit fees will be sufficient to cover the additional personnel costs as a result of adding these two positions.

RECOMMENDATION/MOTION

Approve the ordinance under consent agenda.

ORDINANCE NO. 1325

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S 2015-2016 BUDGET; REINSTATING TWO FULL-TIME POSITIONS WITHIN THE BUILDING & FIRE SAFETY DEPARTMENT; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Building & Fire Safety Department has experienced a consistent and significant increase in permitting activity over the past 4 years; and

WHEREAS, management has been extremely conservative in not adding additional staffing during this time period; and

WHEREAS, in order to meet the increasing demand and maintain an acceptable level of service additional staffing is needed; and

WHEREAS, the Building & Fire Safety Director requests the addition of a 1.0 FTE Building Assistant and a 1.0 FTE Building Inspector to respond to the increased permit processing, plan review and inspection demands; and

WHEREAS, construction and permit fees are expected to be sufficient to cover the additional costs of these positions.

NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL DOES ORDAINS AS FOLLOWS:

Section 1. The 2015-16 Biennial Budget for the General Fund shall be amended as follows:

Fund/Department	Original Appropriation	Amended Appropriation
Licenses and Permits Revenue	\$2,072,576	\$2,573,157

Fund/Department	Original Appropriation	Amended Appropriation
Building & Fire Safety	\$1,208,860	\$1,709,441

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to increase the General fund appropriations as shown above, and directs the Finance Director to amend the budget as shown above.

Section 3. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 4. 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 City Council and approved by the Mayor of the City of Gig Harbor this 12th day of October, 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: 09/23/15
PASSED BY THE CITY COUNCIL: 10/12/15
PUBLISHED: 10/14/15
EFFECTIVE DATE: 10/19/15
ORDINANCE NO: 1325



Business of the City Council City of Gig Harbor, WA

Subject: Special Event Application

Proposed Council Action: Move to amend the Special Event Application filing period from 30 days to 60 days prior to the event.

Dept. Origin: Administration

Prepared by: Shawna Wise *SW*

For Agenda of: October 12, 2015

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

JB 9-28-15
RW 9/29/15
n/a
OK 9/29/15

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

INFORMATION/BACKGROUND

Special Event Applications are required to be submitted to the Assistant City Clerk for review and approval by various City departments. The current filing period of "not less than 30 days before the date on which the event will occur" is not always sufficient time for thorough application reviews and the coordinating/scheduling of Public Works crews and/or Police staff.

An increase of the filing period from 30 days to 60 days would allow for thorough, accurate reviews of Special Event Applications and allow appropriate time for staffing needs.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Move to: Amend the Special Event Application filing period from 30 days to 60 days prior to the event.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO SPECIAL EVENTS, AMENDING CHAPTER 5.28.060 OF
THE GIG HARBOR MUNICIPAL CODE TO REFLECT AN UPDATE TO
THE FILING PERIOD REQUIREMENTS.

WHEREAS, Chapter 5.28.060 of the Gig Harbor Municipal Code contains provisions for the special event application filing period; and

WHEREAS, the code requires modification to reflect current filing period requirements; and

WHEREAS, in order to adequately review the special event applications, the City Council desires to increase the applicant filing period; Now, therefore,

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

Section 1. Section 5.28.060 of the Gig Harbor Municipal Code shall be amended as follows:

5.28.060 Permit – Application – Filing period.

A. A complete application for a special events permit shall be filed with the city administrator or his designee not less than ~~30 days~~ 60 days nor more than 365 days before the date on which the event will occur.

B. The city administrator or his designee shall notify the applicant in writing of approval or disapproval, no later than 20 days following the date of the application.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor,
this 26th day of October, 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 S. Summerfield

FILED WITH THE CITY CLERK: 10/7/15
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



Business of the City Council
City of Gig Harbor, WA

Subject: Listing of Four City owned properties onto the Local Register of Historic Places.

Proposed Council Action: Move to accept the recommendation from the Design Review Board to list City-owned places/structures on the Gig Harbor Register of Historic Places and approve Resolution Nos. 1009, 1010, 1011, and 1012 adding the properties and/or structures to the Local Historic Register.

Dept. Origin: Planning

Prepared by: Lindsey Sehmel, AICP
Senior Planner

(LNS)

For Agenda of: October 12, 2015

Exhibits: Resolution 1009 & Staff Report
Resolution 1010 & Staff Report
Resolution 1011 & Staff Report
Resolution 1012 & Staff Report

Initial & Date

Concurred by Mayor:

JGK 10/8/15

Approved by City Administrator:

Row 10/8/15

Approved as to form by City Atty:

Via email 10/6

Approved by Finance Director:

Approved by Department Head:

JF 10/8/15

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

INFORMATION / BACKGROUND

The City of Gig Harbor received a \$5,000 grant from Pierce County for Historic Preservation measures. The City's Public Works Department and Planning Department have worked together to list some of the historically significant properties and structures onto the City's register of historic places. The properties for City Council consideration include: the W.P.A. Picnic Shelter located at Crescent Creek Park, the Wilkinson Farm Barn structure, the residence located at Eddon Boat Park (Hoppen House) and Austin Estuary Park.

FISCAL CONSIDERATION

none

BOARD OR COMMITTEE RECOMMENDATION

On September 24, 2015, the Design Review Board reviewed the four attached staff reports and recommended that the buildings/structures be moved to City Council for consideration of being added to the Gig Harbor Register of Historic Places.

The DRB requested special consideration for three of the sites. With the listing of the Austin Estuary, the DRB requests that substantial information recognizing the known Native American early settlers at this location be placed on the site for visitors in the form of a story board. In regards to the W.P.A.

structures at Crescent Creek Park, the DRB requests that the City consider these in context with the picnic shelter when discussing future park improvements. Finally, with the recommendation of the Eddon Boat Park residence, when future improvements are funded, the DRB requests that the city redesign the ADA ramp, frontage at the public restrooms and consider historic treatment that better aligns with the home design and construction methods.

RECOMMENDATION / MOTION

Move to: Move to accept the recommendation from the Design Review Board to list City-owned places/structures on the Gig Harbor Register of Historic Places and approve Resolution Nos. 1009, 1010, 1011, and 1012 adding the properties and/or structures to the Local Historic Register.

RESOLUTION NO. 1009

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO HISTORIC PRESERVATION, DESIGNATING THE W.P.A. PICNIC STRUCTURE AT CRESCENT CREEK PARK FOR INCLUSION IN THE CITY'S REGISTER OF HISTORIC PLACES, IMPOSING CONTROLS UPON THE W.P.A. PICNIC STRUCTURE AT CRESCENT CREEK PARK, UNDER CHAPTER 17.97 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, The City of Gig Harbor is the owner of record of the parcel located at 3303 Vernhardson Street in Gig Harbor, Washington, Pierce County Assessor's parcel number 0222323018 (the "Property"); and

WHEREAS, on September 9, 2015 The Public Works Director requested that the Property be added to the City's Registry of Historic Places; and

WHEREAS, the Historic Preservation Code, Chapter 17.97 of the Gig Harbor Municipal Code, establishes a procedure for the designation and preservation of structures and areas having historical, cultural, architectural, archaeological engineering or geographic importance; and

WHEREAS, pursuant to GHMC Section 17.97.040(B)(3), the Design Review Board of the City, at a public meeting on September 24, 2015, voted to recommend approval of the nomination of the structure described below as a historic landmark, transmitted its decision to the City Council for consideration, and recommended that the same be approved by the City Council; and

WHEREAS, it appears that the property is an outstanding example of the City's cultural, artistic, social, architectural, and historic heritage; and

WHEREAS, such designation would safeguard the heritage of the City as represented by this site which reflects significant elements of the city's history to foster

civic and neighborhood pride in the beauty and accomplishments of the past; provide a sense of identity based on the city's history; stabilize and improve the aesthetic and economic viability of the site; enhance the City's attraction of tourists and visitors; and promote the use of the historic buildings for education and cultural stimulation; and

WHEREAS, in addition to adding the W.P.A. Picnic Structure to the local register, the DRB included in their recommendation that the City replace the existing exterior lights on the restrooms at Crescent Creek Park to be compliant with dark sky standards and be downward directional; and

WHEREAS, based upon said findings, the City Council believes that it would be in the best interest of the City to so designate the property described below as a historic landmark and place it on the Gig Harbor Register of Historic Places;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. Designation. Pursuant to the provisions of Chapter 17.97 of the Gig Harbor Municipal Code, the Council of the City of Gig Harbor hereby approves the designation of the following property as a historic landmark and places said property on the Gig Harbor Register of Historic Places:

W.P.A. PICNIC STRUCTURE AT CRESCENT CREEK PARK

The structure located at 3303 Vernhardson Street, Gig Harbor, Washington 98335, Assessor Parcel Number 0222323018 which includes which includes the interior and exterior of the barn structure as shown on attached Exhibit "A", attached hereto and incorporated herein and legally described as:

Section 32 Township 22 Range 02 Quarter 34 : S 1/2 OF S 1/2 OF SE OF SW
LESS W 213 FT LESS E 400 FT EXC RDS

Situate in the City of Gig Harbor, County of Pierce, State of Washington;

based upon satisfaction of the following standards of GHMC 17.97.040, the property:

1. Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;
2. Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;
5. Is associated with the lives of persons significant in national, state or local history;

Section 2. Historic Registry (HR). The Planning Director is hereby instructed to effectuate the necessary changes to the Zoning Map of the City in accordance with the designation established by this resolution.

Section 3. Controls. A Certificate of Appropriateness must be obtained from the Design Review Board pursuant to GHMC Section 17.97.050 before the owners may make alterations or changes to the property.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 12th day of October, 2015.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, City Clerk

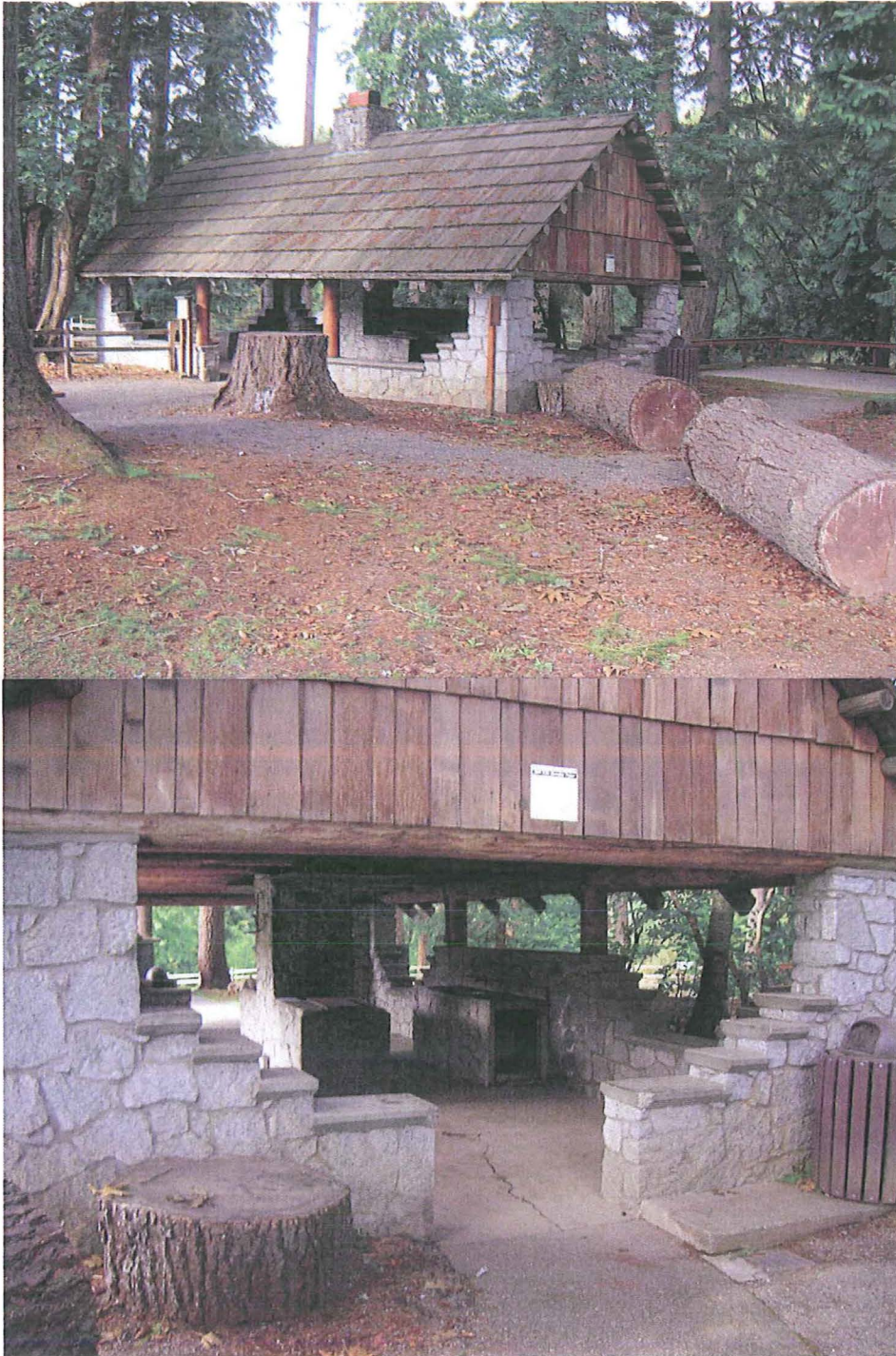
APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Angela G. Summerfield

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:

RESOLUTION NO:

EXHIBIT A





DEVELOPMENT SERVICES

**PLANNING DEPARTMENT
STAFF REPORT**

TO: Design Review Board
FROM: Lindsey Sehmel, AICP – Senior Planner
DATE: September 14, 2015
RE: PL-HR-15-0002 - W.P.A. Structure at Crescent Creek Park Historic Register Nomination
Public Meeting Date: September 24, 2015

I. GENERAL INFORMATION

- A. Applicant:** City of Gig Harbor – Public Works Department
B. Owner: Same as above

II. PROJECT DESCRIPTION

The applicant has requested placing the Works Progress Administration (WPA) picnic structure located on site and built in 1935, to be on the City's Local Historic Register.

III. SITE DESCRIPTION

- A. Location:** 3303 Vernhardson Street
Assessor's Parcel #0222323018
- B. Site Area/Acreage:** 9.8 acre
- C. Zoning:**
- 1. Subject parcel:** Public Institutional
 - 2. Adjacent zoning and current use:**
 - a. North:** County Designation
 - b. East:** R-1 – Educational Services/Church

- c. **South:** County Designation
- d. **West:** R-1 – Private residence

D. **Road Access:** The site is accessed via a driveway from Vernhardson Street abutting on the South.

IV. **PERTINENT DESIGN REVIEW POLICIES**

A. **Comprehensive Plan:**

Harbor Element of the Comprehensive Plan – Goal 3.9: SUPPORT AND ENHANCE RECOGNITION OF THE CULTURAL HERITAGE OF THE HARBOR.

Community Design Element of Comprehensive Plan – Goal 4.17: TO PRESERVE THE INTEGRITY OF THOSE STRUCTURES WHICH INDIVIDUALLY POSSESS IMPORTANT HISTORICAL ARCHITECTURAL, AND/OR CULTURAL SIGNIFICANCE.

B. **Gig Harbor Municipal Code:** Historic Preservation is addressed under GHMC 17.97. Section 17.97.040 outlines the criteria and the process for registering sites, structures or artifacts on the City's Historic Register. This section states that the DRB shall hold a public meeting, and if the DRB finds that the property should be listed on the Historic Register, shall make a recommendation to the City Council that the property be listed on the City's register.

Criteria for Inclusion on the City's Historic Registry: Any building, structure, or site may be designated for inclusion in the City of Gig Harbor historic preservation register if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of the community, if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and if it falls in at least one of the following categories:

1. **Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;**
2. **Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;**

3. Is an outstanding work of a designer, builder, or architect who has made a substantial contribution to the art;
4. Exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering, or architectural history;
5. Is associated with the lives of persons significant in national, state or local history;
6. Has yielded or may be likely to yield important archaeological information related to history or prehistory;
7. Is a building or structure removed from its original location but which is significant primarily for architectural value, or which is the only surviving structure significantly associated with an historic person or event;
8. Is a birthplace or grave of an historical figure of outstanding importance and is the only surviving structure or site associated with that person;
9. Is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events, or cultural patterns;
10. Is a reconstructed building that has been executed in an historically accurate manner on the original site;
11. Is a creative and unique example of folk architecture and design created by persons not formally training in the architectural or design professions, and which does not fit into formal architectural or historical categories.

In its designation recommendation, the DRB shall consider the city's historic property inventory and the city comprehensive plan, and shall recommend inclusion on the register only if the owner is willing to have his/her property included on the register.

V. BACKGROUND INFORMATION

Crescent Valley School was built in 1915 and the land below it (City Park) served as grounds for the school.

Franklin Delano Roosevelt's New Deal cultural program marked the US Government's first large scale direct infrastructure investment. A well-known aspect of the New Deal was the Works Progress Administration (WPA), a massive employment relief program formed in the spring of 1935. Projects for the construction of recreation facilities were considered excellent for the employment of large number of laborers.

Town Park at Crescent Creek contains five significant structures built from 1936-1939: a picnic shelter, a restroom, a water fountain, two stone columns, and a retaining wall. Built upon a concrete foundation, the one-story picnic shelter is constructed of cut granite and heavy timber beams. The moderately-pitched side gable roof is covered in split cedar shakes and is supported by four stone corner columns and four heavy timber pillars. The walls of the structure are clad in cut granite set in mortar and designed as an open air structure. Interiorly, the structure is designed as a community kitchen. Directly in the center of the structure is a wood burning fireplace in the same granite and mortar design. The structure contains no lighting.

VI. STAFF ANALYSIS:

The applicant has requested that the following item be reviewed by the DRB. The staff has reviewed the materials submitted and makes the following analysis, findings and recommendation on the specified GHMC requirements.

The attached nomination form submitted September 9, 2015 details the site history and significance (Attachment A of this report).

Recommended Findings

- 1. Is associated with events that have made a significant contribution to the broad patters of national, state or local history;*
The era of the WPA projects is of national significance in development of recreational and forest service lands.
- 2. Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;*

The structure was constructed from local resources common as a construction method of that era.

3. *Is associated with the lives of persons significant in national, state or local history;*

WPA projects are prominently associated with Franklin Delano Roosevelt.

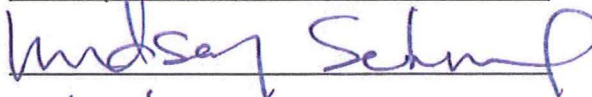
If the Design Review Board agrees with the analysis above, staff suggests the DRB make the following findings and recommendation:

1. **Findings:** The DRB finds that the proposed request for inclusion on the City's Historic Registry is consistent with the criteria of GHMC 17.97.040(A).
2. **Recommendation:** The Design Review Board recommends that the City Council approve the Local Historic Register request proposed to preserve the historical significance of the picnic shelter for future generations.

VII. PUBLIC NOTICE:

Design Review Meeting agendas are published on the City of Gig Harbor's webpage. Notice of the public meeting was published in the Peninsula Gateway on September 16, 2015, and mailed to all property owners within 300 feet of the subject site and to parties of record on September 10, 2015. Notice was posted on site on September 17, 2015.

Project Planner: Lindsey Sehmel, AICP, Senior Planner



Date:

9/15/15

cc: Jeff Langhelm, Public Works Director, City of Gig Harbor.

The following documents pertinent to your review are enclosed:

Exhibit "A"- Application packet received September 9, 2015.

m:\historic preservation\local register\2015 processing of city properties\crescent creek park\hr-15-0002 - drb staff report.docx

RESOLUTION NO. 1010

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO HISTORIC PRESERVATION, DESIGNATING THE WILKINSON FARM BARN STRUCTURE FOR INCLUSION IN THE CITY'S REGISTER OF HISTORIC PLACES, IMPOSING CONTROLS UPON WILKINSON FARM BARN STRUCTURE, UNDER CHAPTER 17.97 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, The City of Gig Harbor is the owner of record of the parcel located at 4118 Rosedale Street in Gig Harbor, Washington, Pierce County Assessor's parcel number 0221071067 (the "Property"); and

WHEREAS, on September 9, 2015 The Public Works Director requested that the Property be added to the City's Registry of Historic Places; and

WHEREAS, the Historic Preservation Code, Chapter 17.97 of the Gig Harbor Municipal Code, establishes a procedure for the designation and preservation of structures and areas having historical, cultural, architectural, archaeological engineering or geographic importance; and

WHEREAS, pursuant to GHMC Section 17.97.040(B)(3), the Design Review Board of the City, at a public meeting on September 24, 2015, voted to recommend approval of the nomination of the interior and exterior of the barn structure located on the property described below as a historic landmark, transmitted its decision to the City Council for consideration, and recommended that the same be approved by the City Council; and

WHEREAS, it appears that the interior and exterior of the barn structure located on the property is an outstanding example of the City's cultural, artistic, social, architectural, and historic heritage; and

WHEREAS, such designation would safeguard the heritage of the City as represented by those buildings which reflect significant elements of the city's history to foster civic and neighborhood pride in the beauty and accomplishments of the past; provide a sense of identity based on the city's history; stabilize and improve the aesthetic and economic viability of the site; enhance the City's attraction of tourists and visitors; and promote the use of the historic buildings for education and cultural stimulation; and

WHEREAS, based upon said findings, the City Council believes that it would be in the best interest of the City to so designate the property described below as a historic landmark and place it on the Gig Harbor Register of Historic Places;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. Designation. Pursuant to the provisions of Chapter 17.97 of the Gig Harbor Municipal Code, the Council of the City of Gig Harbor hereby approves the designation of the following property as a historic landmark and places said property on the Gig Harbor Register of Historic Places:

Wilkinson Farm Barn

The barn structure located at 4118 Rosedale Street, Gig Harbor, Washington 98335, Assessor Parcel Number 0221071067 which includes the interior and exterior of the barn structure as shown on attached Exhibit "A", attached hereto and incorporated herein and legally described as:

Section 07 Township 21 Range 02 Quarter 11 : THAT POR OF LOTS 2 & 3 MIL
RESERV LY N OF A LI 660 FT S OF N LI OF SEC EXC RW OF TLCT LI SEG
E 6927

Situate in the City of Gig Harbor, County of Pierce, State of Washington;

based upon satisfaction of the following standards of GHMC 17.97.040, the property:

4. Exemplifies or reflects special elements of the city's cultural, special, economic, political, aesthetic, engineering, or architectural history;

Section 2. Historic Registry (HR). The Planning Director is hereby instructed to effectuate the necessary changes to the Zoning Map of the City in accordance with the designation established by this resolution.

Section 3. Controls. A Certificate of Appropriateness must be obtained from the Design Review Board pursuant to GHMC Section 17.97.050 before the owners may make alterations or changes to the interior or exterior of the barn structure.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 12th day of October, 2015.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

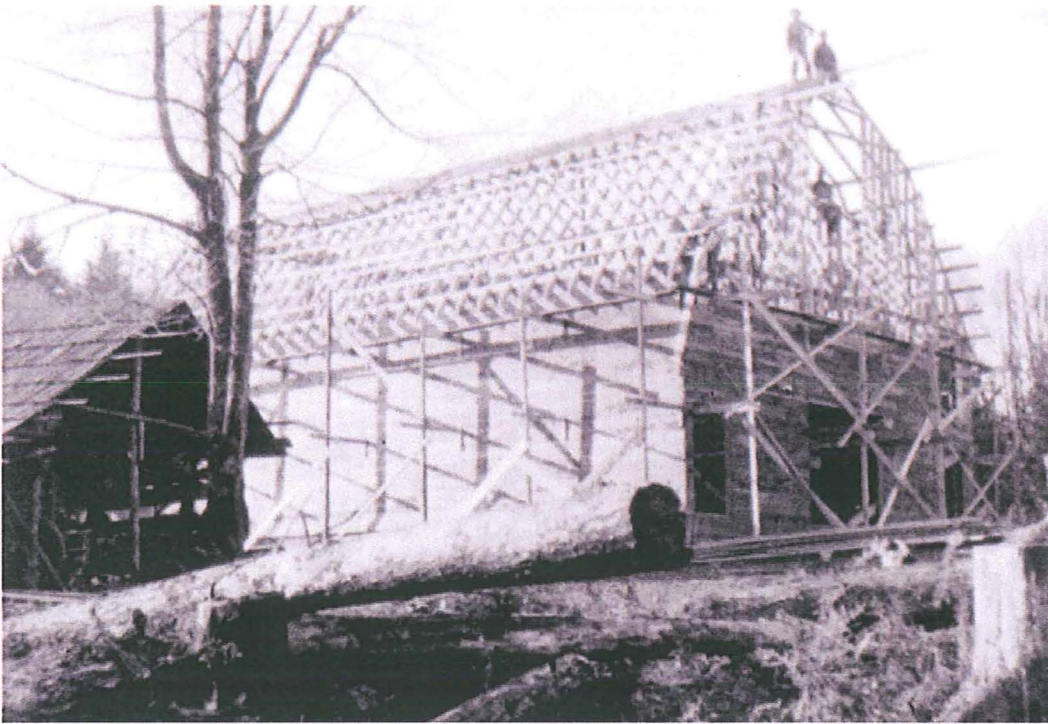
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Angela G. Summerfield

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

EXHIBIT A





DEVELOPMENT SERVICES

**PLANNING DEPARTMENT
STAFF REPORT**

TO: Design Review Board
FROM: Lindsey Sehmel, AICP – Senior Planner
DATE: September 14, 2015
RE: PL-HR-15-0007 – Wilkinson Barn - Historic Register Nomination
Public Meeting Date: September 24, 2015

I. GENERAL INFORMATION

- A. Applicant:** City of Gig Harbor – Public Works Department
- B. Owner:** Same as above

II. PROJECT DESCRIPTION

The applicant has requested placing the Wilkinson Barn (exterior features only) located at the Wilkinson Farm Park, to be on the City's Local Historic Register.

III. SITE DESCRIPTION

- A. Location:** 4118 Rosedale Street
Assessor's Parcel #0221071067
- B. Site Area/Acreage:** Barn structure only
- C. Zoning:**
- 1. Subject parcel:** R-1 – Public Park
 - 2. Adjacent zoning and current use:**
 - a. North:** R-1 – Residential
 - b. East:** R-1 and R-2 – Residential
 - c. South:** R-1 – Public Park

d. **West:** R-1 – Private residence

D. **Road Access:** The site is accessed via a driveway from Rosedale abutting on the North.

IV. PERTINENT DESIGN REVIEW POLICIES

A. **Comprehensive Plan:**

Harbor Element of the Comprehensive Plan – Goal 3.9: SUPPORT AND ENHANCE RECOGNITION OF THE CULTURAL HERITAGE OF THE HARBOR.

Community Design Element of Comprehensive Plan – Goal 4.17: TO PRESERVE THE INTEGRITY OF THOSE STRUCTURES WHICH INDIVIDUALLY POSSESS IMPORTANT HISTORICAL ARCHITECTURAL, AND/OR CULTURAL SIGNIFICANCE.

B. **Gig Harbor Municipal Code:** Historic Preservation is addressed under GHMC 17.97. Section 17.97.040 outlines the criteria and the process for registering sites, structures or artifacts on the City's Historic Register. This section states that the DRB shall hold a public meeting, and if the DRB finds that the property should be listed on the Historic Register, shall make a recommendation to the City Council that the property be listed on the City's register.

Criteria for Inclusion on the City's Historic Registry: Any building, structure, or site may be designated for inclusion in the City of Gig Harbor historic preservation register if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of the community, if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and if it falls in at least one of the following categories:

1. **Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;**
2. **Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;**

3. **Is an outstanding work of a designer, builder, or architect who has made a substantial contribution to the art;**
4. **Exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering, or architectural history;**
5. **Is associated with the lives of persons significant in national, state or local history;**
6. **Has yielded or may be likely to yield important archaeological information related to history or prehistory;**
7. **Is a building or structure removed from its original location but which is significant primarily for architectural value, or which is the only surviving structure significantly associated with an historic person or event;**
8. **Is a birthplace or grave of an historical figure of outstanding importance and is the only surviving structure or site associated with that person;**
9. **Is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events, or cultural patterns;**
10. **Is a reconstructed building that has been executed in an historically accurate manner on the original site;**
11. **Is a creative and unique example of folk architecture and design created by persons not formally training in the architectural or design professions, and which does not fit into formal architectural or historical categories.**

In its designation recommendation, the DRB shall consider the city's historic property inventory and the city comprehensive plan, and shall recommend inclusion on the register only if the owner is willing to have his/her property included on the register.

V. BACKGROUND INFORMATION

William Wilkinson and his family moved to Gig Harbor from the Midwest, in the early 1900's (years differ from sources per BOLA Historical Structure Report). William purchased 20 acres of land on Rosedale Street. With a team of horses, he logged the land. The construction of the barn was started in 1914. Wilkinson and his family and neighbors built the barn using log from the property and lumber from the C.O. Austin Mill in Gig Harbor. Wilkinson passed during the construction of the barn from a fall from the loft.

VI. STAFF ANALYSIS:

The applicant has requested that the following item be reviewed by the DRB. The staff has reviewed the materials submitted and makes the following analysis, findings and recommendation on the specified GHMC requirements.

The attached nomination form submitted September 9, 2015 details the site history and significance (Attachment A of this report).

Recommended Findings

1. *Exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering, or architectural history;*

"... the Wilkinson family embodies the history of Gig Harbor and its resilience on the spirit and hard work of its pioneer families. The farm also represents the specificity of life in the Pacific Northwest, where the natural resources from the land, climate, and proximity to water was provided a rich life for inhabitants over along period of history." (BOLA Historic Structures Report, 9/2007. Page 10).

The Barn was the first permanent structure built on the site. The approximately 60' by 40' two-story structure was framed with peeled log beams and posts, and milled lumber.

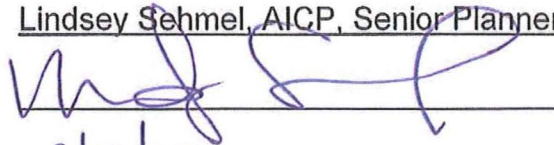
If the Design Review Board agrees with the analysis above, staff suggests the DRB make the following findings and recommendation:

1. **Findings:** The DRB finds that the proposed request for inclusion on the City's Historic Registry is consistent with the criteria of GHMC 17.97.040(A)(4).
2. **Recommendation:** The Design Review Board recommends that the City Council approve the Local Historic Register request proposed to preserve the historical significance of the Barn Structure for future generations.

VII. PUBLIC NOTICE:

Design Review Meeting agendas are published on the City of Gig Harbor's webpage. Notice of the public meeting was published in the Peninsula Gateway on September 16, 2015, and mailed to all property owners within 300 feet of the subject site and to parties of record on September 10, 2015. Notice was posted on site on September 17, 2015.

Project Planner: Lindsey Sehmel, AICP, Senior Planner



Date:

9/17/15

cc: Jeff Langhelm, Public Works Director, City of Gig Harbor.

The following documents pertinent to your review are enclosed:

Exhibit "A" - Application packet received September 9, 2015.

M:\HISTORIC PRESERVATION\LOCAL REGISTER\2015 PROCESSING OF CITY PROPERTIES\WILKENSON BARN\HR-15-0007 - DRB STAFF REPORT.DOCX

RESOLUTION NO. 1011

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO HISTORIC PRESERVATION, DESIGNATING THE
EDDON/HOPPEN RESIDENCE FOR INCLUSION IN THE CITY'S
REGISTER OF HISTORIC PLACES, IMPOSING CONTROLS
UPON THE EDDON/HOPPEN RESIDENCE, UNDER CHAPTER
17.97 OF THE GIG HARBOR MUNICIPAL CODE.**

WHEREAS, The City of Gig Harbor is the owner of record of the parcel located at 3711 Harborview Drive in Gig Harbor, Washington, Pierce County Assessor's parcel number 0221053050 (the "Property"); and

WHEREAS, on September 9, 2015 The Public Works Director requested that the Property be added to the City's Registry of Historic Places; and

WHEREAS, the Historic Preservation Code, Chapter 17.97 of the Gig Harbor Municipal Code, establishes a procedure for the designation and preservation of structures and areas having historical, cultural, architectural, archaeological engineering or geographic importance; and

WHEREAS, pursuant to GHMC Section 17.97.040(B)(3), the Design Review Board of the City, at a public meeting on September 24, 2015, voted to recommend approval of the nomination of the residence located on the property described below as a historic landmark, transmitted its decision to the City Council for consideration, and recommended that the same be approved by the City Council; and

WHEREAS, it appears that the exterior of the structure located on the property is an outstanding example of the City's cultural, artistic, social, architectural, and historic heritage; and

WHEREAS, such designation would safeguard the heritage of the City as represented by those buildings which reflect significant elements of the city's history to foster civic and neighborhood pride in the beauty and accomplishments of the past; provide a sense of identity based on the city's history; stabilize and improve the aesthetic and economic viability of the site; enhance the City's attraction of tourists and visitors; and promote the use of the historic buildings for education and cultural stimulation; and

WHEREAS, the DRB recommends improving and reconsidering design for a greater historical context to the ADA ramp, restrooms and deck upgrades that have previously occurred prior to listing when any future improvements are completed; and

WHEREAS, based upon said findings, the City Council believes that it would be in the best interest of the City to so designate the property described below as a historic landmark and place it on the Gig Harbor Register of Historic Places;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. Designation. Pursuant to the provisions of Chapter 17.97 of the Gig Harbor Municipal Code, the Council of the City of Gig Harbor hereby approves the designation of the following property as a historic landmark and places said property on the Gig Harbor Register of Historic Places:

EDDON/HOPPEN RESIDENCE

The residence located at 3711 Harborview Drive, Gig Harbor, Washington 98335, Assessor Parcel Number 0221053050 which includes the exterior of the structure as shown on attached Exhibit "A", attached hereto and incorporated herein and legally described as:

Section 05 Township 21 Range 02 Quarter 33 : COM NW COR GOVT LOT 7
TH S 01 DEG 13 MIN W 572.82 FT N 50 DEG 55 MIN E 58 FT TO INTER ELY

LI OF B H CO RD & POB TH CONT N 50 DEG 55 MIN E 162.55 FT N 19 DEG 49 MIN E 79 FT TO INTER ML OF GIG HARBOR TH S 25 DEG 00 MIN E 90.96 FT N 63 DEG 57 MIN E 55 FT M/L TO A PT THAT IS 287.37 FT E OF & AT R/A TO W LI SEC TH S 01 DEG 13 MIN W 163 FT M/L TO INTER NLY LI SD B H CO RD TH WLY & SLY 272 FT ALG NLY LI SD RD TO BEG TO W TDLDS ABUTT

Situate in the City of Gig Harbor, County of Pierce, State of Washington;

based upon satisfaction of the following standards of GHMC 17.97.040, the property:

1. Is associated with events that have made a significant contribution to the broad patters of national, state or local history;
5. Is associated with the lives of persons significant in national, state or local history;

Section 2. Historic Registry (HR). The Planning Director is hereby instructed to effectuate the necessary changes to the Zoning Map of the City in accordance with the designation established by this resolution.

Section 3. Controls. A Certificate of Appropriateness must be obtained from the Design Review Board pursuant to GHMC Section 17.97.050 before the owners may make alterations or changes to the exterior of the residence.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 12th day of October, 2015.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

MOLLY 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:
RESOLUTION NO:

EXHIBIT A





DEVELOPMENT SERVICES

**PLANNING DEPARTMENT
STAFF REPORT**

TO: Design Review Board
FROM: Lindsey Sehmel, AICP – Senior Planner
DATE: September 14, 2015
RE: PL-HR-15-0005 – Eddon Boat Park Residence - Historic Register
Nomination
Public Meeting Date: September 24, 2015

I. GENERAL INFORMATION

- A. Applicant:** City of Gig Harbor – Public Works Department
B. Owner: Same as above

II. PROJECT DESCRIPTION

The applicant has requested placing the brick residence (exterior features only) located at the Eddon Boat Park, to be on the City's Local Historic Register.

III. SITE DESCRIPTION

- A. Location:** 3711 Harborview Drive
Assessor's Parcel #0221053050
- B. Site Area/Acreage:** 2.89 acre
- C. Zoning:**
1. **Subject parcel:** Waterfront Commercial
 2. **Adjacent zoning and current use:**
 - a. **North:** Waterfront Commercial
 - b. **East:** Gig Harbor Bay

- c. **South:** R-1 – Yacht Club
- d. **West:** R-1 – Private residence

D. **Road Access:** The site is accessed via a driveway from Harborview Drive abutting on the South.

IV. **PERTINENT DESIGN REVIEW POLICIES**

A. **Comprehensive Plan:**

Harbor Element of the Comprehensive Plan – Goal 3.9: SUPPORT AND ENHANCE RECOGNITION OF THE CULTURAL HERITAGE OF THE HARBOR.

Community Design Element of Comprehensive Plan – Goal 4.17: TO PRESERVE THE INTEGRITY OF THOSE STRUCTURES WHICH INDIVIDUALLY POSSESS IMPORTANT HISTORICAL ARCHITECTURAL, AND/OR CULTURAL SIGNIFICANCE.

B. **Gig Harbor Municipal Code:** Historic Preservation is addressed under GHMC 17.97. Section 17.97.040 outlines the criteria and the process for registering sites, structures or artifacts on the City's Historic Register. This section states that the DRB shall hold a public meeting, and if the DRB finds that the property should be listed on the Historic Register, shall make a recommendation to the City Council that the property be listed on the City's register.

Criteria for Inclusion on the City's Historic Registry: Any building, structure, or site may be designated for inclusion in the City of Gig Harbor historic preservation register if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of the community, if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and if it falls in at least one of the following categories:

1. **Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;**
2. **Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;**

3. **Is an outstanding work of a designer, builder, or architect who has made a substantial contribution to the art;**
4. **Exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering, or architectural history;**
5. **Is associated with the lives of persons significant in national, state or local history;**
6. **Has yielded or may be likely to yield important archaeological information related to history or prehistory;**
7. **Is a building or structure removed from its original location but which is significant primarily for architectural value, or which is the only surviving structure significantly associated with an historic person or event;**
8. **Is a birthplace or grave of an historical figure of outstanding importance and is the only surviving structure or site associated with that person;**
9. **Is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events, or cultural patterns;**
10. **Is a reconstructed building that has been executed in an historically accurate manner on the original site;**
11. **Is a creative and unique example of folk architecture and design created by persons not formally training in the architectural or design professions, and which does not fit into formal architectural or historical categories.**

In its designation recommendation, the DRB shall consider the city's historic property inventory and the city comprehensive plan, and shall recommend inclusion on the register only if the owner is willing to have his/her property included on the register.

V. BACKGROUND INFORMATION

Art Glein purchased the property and built the brick house in 1946. It is a two-story clinker brick home. The boatyard structure is already listed on the local register.

The residence and boatyard are unique to Gig Harbor and maintain strong associations with the boat building and water front industrial origins of Gig Harbor. The residence and boatyard were all built in conjunction with each other and collectively typify a small, family run boatyard complex.

VI. STAFF ANALYSIS:

The applicant has requested that the following item be reviewed by the DRB. The staff has reviewed the materials submitted and makes the following analysis, findings and recommendation on the specified GHMC requirements.

The attached nomination form submitted September 9, 2015 details the site history and significance (Attachment A of this report).

Recommended Findings

1. *Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;*

Commercial Fishing and boat building is significant to the local culture and history. The residence at Eddon Boat Park helps provide an intact narrative about family operated boatbuilding additionally, it is the last known family operated boatyard on the west coast. Eddon Boatyard was the birthplace of the renowned 26-ft Thunderbird sailboat class (1958).

2. *Is associated with the lives of persons significant in national, state or local history;*

The residence housed prominent local craftsman in the fishing industry. Per the City's Parks and Recreation Open Space Plan, the site was purchased by Don Harter and Ed Hoppen in 1950. The Hoppen family resided in the home until 1978.

If the Design Review Board agrees with the analysis above, staff suggests the DRB make the following findings and recommendation:

1. **Findings:** The DRB finds that the proposed request for inclusion on the City's Historic Registry is consistent with the criteria of GHMC 17.97.040(A)(1) and 17.97.040(A)(5).
2. **Recommendation:** The Design Review Board recommends that the City Council approve the Local Historic Register request proposed to preserve the historical significance of the Eddon Boat Park residence for future generations.

VII. PUBLIC NOTICE:

Design Review Meeting agendas are published on the City of Gig Harbor's webpage. Notice of the public meeting was published in the Peninsula Gateway on September 16, 2015, and mailed to all property owners within 300 feet of the subject site and to parties of record on September 10, 2015. Notice was posted on site on September 17, 2015.

Project Planner: Lindsey Sehmel, AICP, Senior Planner



Date:

9/17/15

cc: Jeff Langhelm, Public Works Director, City of Gig Harbor.

The following documents pertinent to your review are enclosed:

Exhibit "A"- Application packet received September 9, 2015.

M:\HISTORIC PRESERVATION\LOCAL REGISTER\2015 PROCESSING OF CITY PROPERTIES\hoppen house (eddon house)\hr-15-0005 - drb staff report.doc

RESOLUTION NO. 1012

A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO HISTORIC PRESERVATION, DESIGNATING THE AUSTIN ESTUARY PARK FOR INCLUSION IN THE CITY'S REGISTER OF HISTORIC PLACES, IMPOSING CONTROLS UPON THE AUSTIN ESTUARY PARK, UNDER CHAPTER 17.97 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, The City of Gig Harbor is the owner of record of the parcel located at 4009 Harborview Drive in Gig Harbor, Washington, Pierce County Assessor's parcel number 0221064039 (the "Property"); and

WHEREAS, on September 9, 2015 The Public Works Director requested that the Property be added to the City's Registry of Historic Places; and

WHEREAS, the Historic Preservation Code, Chapter 17.97 of the Gig Harbor Municipal Code, establishes a procedure for the designation and preservation of structures and areas having historical, cultural, architectural, archaeological engineering or geographic importance; and

WHEREAS, pursuant to GHMC Section 17.97.040(B)(3), the Design Review Board of the City, at a public meeting on September 24, 2015, voted to recommend approval of the nomination of the property described below as a historic landmark, transmitted its decision to the City Council for consideration, and recommended that the same be approved by the City Council; and

WHEREAS, it appears that the property is an outstanding example of the City's cultural, artistic, social, architectural, and historic heritage; and

WHEREAS, such designation would safeguard the heritage of the City as represented by this site which reflect significant elements of the city's history to foster

civic and neighborhood pride in the beauty and accomplishments of the past; provide a sense of identity based on the city's history; stabilize and improve the aesthetic and economic viability of the site; enhance the City's attraction of tourists and visitors; and promote the use of the historic buildings for education and cultural stimulation; and

WHEREAS, in addition to adding the property to the local register, the DRB included in their recommendation that the City provide substantial information of the known Native American History associated with the area through the use of a storyboard place on site; and

WHEREAS, based upon said findings, the City Council believes that it would be in the best interest of the City to so designate the property described below as a historic landmark and place it on the Gig Harbor Register of Historic Places;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. Designation. Pursuant to the provisions of Chapter 17.97 of the Gig Harbor Municipal Code, the Council of the City of Gig Harbor hereby approves the designation of the following property as a historic landmark and places said property on the Gig Harbor Register of Historic Places:

AUSTIN ESTUARY PARK

The property located at 4009 Harborview Drive, Gig Harbor, Washington 98335, Assessor Parcel Number 0221064039 which includes the property legally described as:

Section 06 Township 21 Range 02 Quarter 41 : PARCEL "A" OF DBLR 97-01-03-0284 DESC AS FOLL COM AT NW COR OF GOVT LOT 2 TH S ALG W LI OF SD LOT 96.95 FT TO C/L OF BURNHAM DR TH ALG SD C/L S 45 DEG 53 MIN 15 SEC E 572.73 FT TO A PT ON SLY EXT OF ML TH N 16 DEG 35 MIN 45 SEC E 33.83 FT TO NLY R/W LI OF HARBORVIEW DR & POB TH CONT N 16 DEG 35 MIN 45 SEC E 139.38 FT TO MC TH ALG ML N 16 DEG 35 MIN 45 SEC E 172.59 FT TO LI OF ORDINARY HIGH TIDE TH S 35 DEG 23 MIN 24 SEC E 27.92 FT TH S 72 DEG 31 MIN 18 SEC E 50.72 FT TH S 06 DEG 53

MIN 20 SEC E 17.04 FT TH S 44 DEG 17 MIN 19 SEC E 18.07 FT TH S 64 DEG 41 MIN 55 SEC E 78.35 FT TH S 00 DEG 14 MIN 26 SEC E 24.33 FT TH S 45 DEG 52 MIN 15 SEC W 20.25 FT TH S 83 DEG 15 MIN 41 SEC W 81.74 FT TH S 40 DEG 33 MIN 04 SEC W 24.80 FT TH S 45 DEG 59 MIN 32 SEC E 50.03 FT TH S 05 DEG 50 MIN 43 SEC W 28.91 FT TH S 58 DEG 37 MIN 46 SEC W 40 FT TH S 38 DEG 03 MIN 42 SEC W 83.81 FT TO NWLY LI OF SP 8609030191 TH S 62 DEG 52 MIN 54 SEC W 40.06 FT TO NLY R/W LI OF HARBORVIEW DR TH N 45 DEG 53 MIN 15 SEC W 54.32 FT M/L TO POB DC6/19/97JU

Situate in the City of Gig Harbor, County of Pierce, State of Washington;

based upon satisfaction of the following standards of GHMC 17.97.040, the property:

4. Exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering, or architectural history;
5. Is associated with the lives of persons significant in national, state or local history;

Section 2. Historic Registry (HR). The Planning Director is hereby instructed to effectuate the necessary changes to the Zoning Map of the City in accordance with the designation established by this resolution.

Section 3. Controls. A Certificate of Appropriateness must be obtained from the Design Review Board pursuant to GHMC Section 17.97.050 before the owners may make alterations or changes to the property.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 12th day of October, 2015.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

MOLLY 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:
RESOLUTION NO:



DEVELOPMENT SERVICES

**PLANNING DEPARTMENT
STAFF REPORT**

TO: Design Review Board
FROM: Lindsey Sehmel, AICP – Senior Planner
DATE: September 14, 2015
RE: PL-HR-15-0003 – Austin Estuary Park - Historic Register
Nomination
Public Meeting Date: September 24, 2015

I. GENERAL INFORMATION

- A. Applicant:** City of Gig Harbor – Public Works Department
- B. Owner:** Same as above

II. PROJECT DESCRIPTION

The applicant has requested placing the subject property at Austin Estuary Park onto the City's Local Historic Register.

III. SITE DESCRIPTION

- A. Location:** 4009 Harborview Drive
Assessor's Parcel #0221064039
- B. Site Area/Acreage:** Austin Estuary Property - 8.44 Acres
- C. Zoning:**
 - 1. Subject parcel:** C-1 – Public Park
 - 2. Adjacent zoning and current use:**
 - a. North:** C-1 – Commercial/Museum
 - b. East:** Gig Harbor Bay
 - c. South:** WC – Condominiums

d. West: B-2 – Retail Services

D. **Road Access:** The site is accessed via a pathway off of Harborview Drive.

IV. PERTINENT DESIGN REVIEW POLICIES

A. **Comprehensive Plan:**

Harbor Element of the Comprehensive Plan – Goal 3.9: SUPPORT AND ENHANCE RECOGNITION OF THE CULTURAL HERITAGE OF THE HARBOR.

Community Design Element of Comprehensive Plan – Goal 4.17: TO PRESERVE THE INTEGRITY OF THOSE STRUCTURES WHICH INDIVIDUALLY POSSESS IMPORTANT HISTORICAL ARCHITECTURAL, AND/OR CULTURAL SIGNIFICANCE.

B. **Gig Harbor Municipal Code:** Historic Preservation is addressed under GHMC 17.97. Section 17.97.040 outlines the criteria and the process for registering sites, structures or artifacts on the City's Historic Register. This section states that the DRB shall hold a public meeting, and if the DRB finds that the property should be listed on the Historic Register, shall make a recommendation to the City Council that the property be listed on the City's register.

Criteria for Inclusion on the City's Historic Registry: Any building, structure, or site may be designated for inclusion in the City of Gig Harbor historic preservation register if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of the community, if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and if it falls in at least one of the following categories:

1. **Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;**
2. **Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;**
3. **Is an outstanding work of a designer, builder, or architect who has made a substantial contribution to the art;**

4. Exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering, or architectural history;
5. Is associated with the lives of persons significant in national, state or local history;
6. Has yielded or may be likely to yield important archaeological information related to history or prehistory;
7. Is a building or structure removed from its original location but which is significant primarily for architectural value, or which is the only surviving structure significantly associated with an historic person or event;
8. Is a birthplace or grave of an historical figure of outstanding importance and is the only surviving structure or site associated with that person;
9. Is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events, or cultural patterns;
10. Is a reconstructed building that has been executed in an historically accurate manner on the original site;
11. Is a creative and unique example of folk architecture and design created by persons not formally training in the architectural or design professions, and which does not fit into formal architectural or historical categories.

In its designation recommendation, the DRB shall consider the city's historic property inventory and the city comprehensive plan, and shall recommend inclusion on the register only if the owner is willing to have his/her property included on the register.

V. BACKGROUND INFORMATION

The Austin Mill, established by Charles Osgood Austin was once located in this area. Austin came to Gig Harbor and leased land at the mouth of then "Burnham Creek" from the Novak Family to build his mill. The Austin Mill became an important economic engine for the community employing

many residents of the area. Additionally, the site is believed to be a historical fishing site of the Native Americans residing on the Gig Harbor Peninsula until the early 1900's.

Mr. Austin was elected to the City of Gig Harbor's first council when it became established in 1946. He died in December 1946 at the mill site due to an accident.

The City of Gig Harbor acquired the property in 2006 through Pierce County Conservation funds.

VI. STAFF ANALYSIS:

The applicant has requested that the following item be reviewed by the DRB. The staff has reviewed the materials submitted and makes the following analysis, findings and recommendation on the specified GHMC requirements.

The attached nomination form submitted September 9, 2015 details the site history and significance (Attachment A of this report).

Recommended Findings

1. *Exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering, or architectural history;*

Currently the site provides a serene and natural setting to enjoy the estuary of Donkey Creek. Ecological functions of the site ensure that it will remain undeveloped and preserved for future generations.

2. *Is associated with the lives of persons significant in national, state or local history;*

Austin Mill provided employment to many of the local inhabitants during its tenure. Additionally, Mr. Austin served on the City Council.

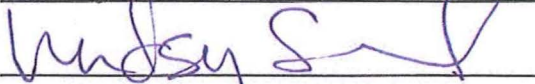
If the Design Review Board agrees with the analysis above, staff suggests the DRB make the following findings and recommendation:

1. **Findings:** The DRB finds that the proposed request for inclusion on the City's Historic Registry is consistent with the criteria of GHMC 17.97.040(A)(4) and 17.97.040(A)(5).
2. **Recommendation:** The Design Review Board recommends that the City Council approve the Local Historic Register request proposed to preserve the historical significance of Austin Estuary Park for future generations.

VII. PUBLIC NOTICE:

Design Review Meeting agendas are published on the City of Gig Harbor's webpage. Notice of the public meeting was published in the Peninsula Gateway on September 16, 2015, and mailed to all property owners within 300 feet of the subject site and to parties of record on September 10, 2015. Notice was posted on site on September 17, 2015.

Project Planner: Lindsey Sehmel, AICP, Senior Planner



Date:

9/17/15

cc: Jeff Langhelm, Public Works Director, City of Gig Harbor.

The following documents pertinent to your review are enclosed:

Exhibit "A"- Application packet received September 9, 2015.

m:\historic preservation\local register\2015 processing of city properties\lindsey sehmel\lindsey sehmel\hr-15-0003 - drb staff report (autosaved).docx



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

Subject: Water System Plan Amendment – Harbor Winds Preliminary Plat

Dept. Origin: Public Works

Proposed Council Action: Hold a public hearing and adopt a resolution to amend the Retail Water Service Area (RWSA) of the City’s Water System Plan so the entire Harbor Winds Preliminary Plat is within the City’s RWSA.

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

EA 10.7.15

For Agenda of: October 12, 2015

Exhibits: Resolution and Exhibit A

	Initial & Date
Concurred by Mayor:	<i>JW 10/8/15</i>
Approved by City Administrator:	<i>RW 10/8/15</i>
Approved as to form by City Atty:	<i>per email 10.7.15</i>
Approved by Finance Director:	<i>DF 10/8/15</i>
Approved by Public Works Director:	<i>AW 10/8/15</i>
Approved by City Engineer:	<i>EA 10-8-15</i>

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

INFORMATION/BACKGROUND

The Harbor Winds Plat is a 39.4-acre residential plat consisting of 129 lots located on the east side of SR16 south of 93rd Street NW (between Rosedale Street and 96th Street). Three of the five parcels comprising the Harbor Winds Plat are located partially within the City’s Retail Water Service Area (RWSA) and partially within the Washington Water Regional Planning Area (Tax Parcel Nos. 0221062015, 0221062016 and a portion of 0221062098).

The owner of the Harbor Winds Plat (PL-PPLAT-09-0004), Gig Harbor Homesites, LLC., has submitted an application to the Public Works Department requesting to amend the City’s RWSA defined in the Water System Plan. If this amendment is approved, the Harbor Winds Plat will be entirely within the City’s RWSA.

In a letter dated March 26, 2014, the adjacent water purveyor, Washington Water Service Company (WWSC), indicated that WWSC does not have connections available for Gig Harbor Homesites, LLC. WWSC also indicates that they do not object to the City of Gig Harbor providing water services to the Gig Harbor Homesites, LLC parcels.

The Harbor Winds development has been tested in the City’s water model which indicates that with mitigation, water can be provided to the plat. The applicant has agreed to construct the mitigation,

which includes constructing water system improvements to provide a redundant (looped) transmission main in accordance with what has been planned in the City's Water System Plan.

At its discretion, the City may accommodate minor changes to the defined RWSA under the technical amendment process outlined in the City's Water System Plan. Decisions on technical amendments are made by the City Council and, if approved, adopted by resolution and then forwarded to the Washington State Department of Health and Pierce County for additional review or approval.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

The Public Works Committee heard this item at the September 14, 2015 meeting and concurred with the recommendation.

RECOMMENDATION/MOTION

Staff recommends that the Council hold a public hearing and, after considering information from the public hearing, move to adopt the resolution amending the City of Gig Harbor's Water System Plan to revise the Retail Water Service Area as shown in Exhibit "A" of the resolution.

RESOLUTION NO. 1008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE WATER SYSTEM PLAN BY REVISING THE BOUNDARY OF THE RETAIL WATER SERVICE AREA SO THE HARBOR WINDS PLAT WILL BE ENTIRELY WITHIN THE CITY'S SERVICE AREA.

WHEREAS, the Harbor Winds Preliminary Plat (Permit No. PL-PPLAT-09-0004) was approved on August 14, 2012; and

WHEREAS, Gig Harbor Property Investment, LLC, the applicant of the Harbor Winds Preliminary Plat, proposed a Development Agreement with the City (Permit No. PL-14-0002), to allow for phased development, and the Development Agreement is currently under review; and

WHEREAS, the City of Gig Harbor Water System Plan (Plan) indicates the Harbor Winds Preliminary Plat is partially within the boundary of the City's Retail Water Service Area (RWSA) and partially within the boundary of the Washington Water Regional Planning Area; and

WHEREAS, by way of correspondence to the City dated March 26, 2014, Washington Water Service Company provided notice to the City that they do not have water connections available to provide service to the Harbor Winds Preliminary Plat and they do not object to the City of Gig Harbor providing water services to the plat; and

WHEREAS, the Harbor Winds Preliminary Plat is owned by Gig Harbor Homesites, LLC; and

WHEREAS, Gig Harbor Homesites, LLC submitted an application to amend the boundaries of the RWSA shown in the Plan so the entire plat will be within the City's RWSA; and

WHEREAS, the City's Public Works Department recognizes the benefit to having a single water service provider within the Harbor Winds Preliminary Plat boundaries; and

WHEREAS, the Harbor Winds Preliminary Plat development has been tested in the City's water model which indicates that with mitigation, water can be provided to the plat; and

WHEREAS, Gig Harbor Homesites, LLC has voluntarily agreed to construct the required mitigation, including water system improvements to provide a redundant transmission main, consistent with the Plan; and

WHEREAS, to bring all of the Harbor Winds plat into the RWSA, the Public Works Department requests the RWSA boundary be expanded to include Tax Parcel Nos. 0221062015, 0221062016 and 0221062098 in their entirety; and

WHEREAS, Chapter 2 of the City of Gig Harbor Water System Plan allows minor changes to the RWSA to be considered as technical amendments to the Plan and requires technical amendments to be adopted by resolution by the City Council; and

WHEREAS, the Public Works Director believes the information provided sufficiently justifies a technical amendment to the Plan; and

WHEREAS, on September 14, 2015, the Public Works Committee heard the City's requested Water System Plan amendment and recommended the request move forward to the City Council; and

WHEREAS, on October 12, 2015, the Gig Harbor City Council held a public hearing on requested Water System Plan amendment

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

Section 1. Upon recording of the Harbor Winds final plat, or if recorded in phases, the recording of the first of the Harbor Winds final plat phases, Figure 1.1 in the Water System Plan shall be amended to reflect the revisions to the Gig Harbor Retail Water Service Area as provided in the attached Exhibit "A".

PASSED this 12th day of October, 2015.

Jill Guernsey, Mayor

ATTEST:

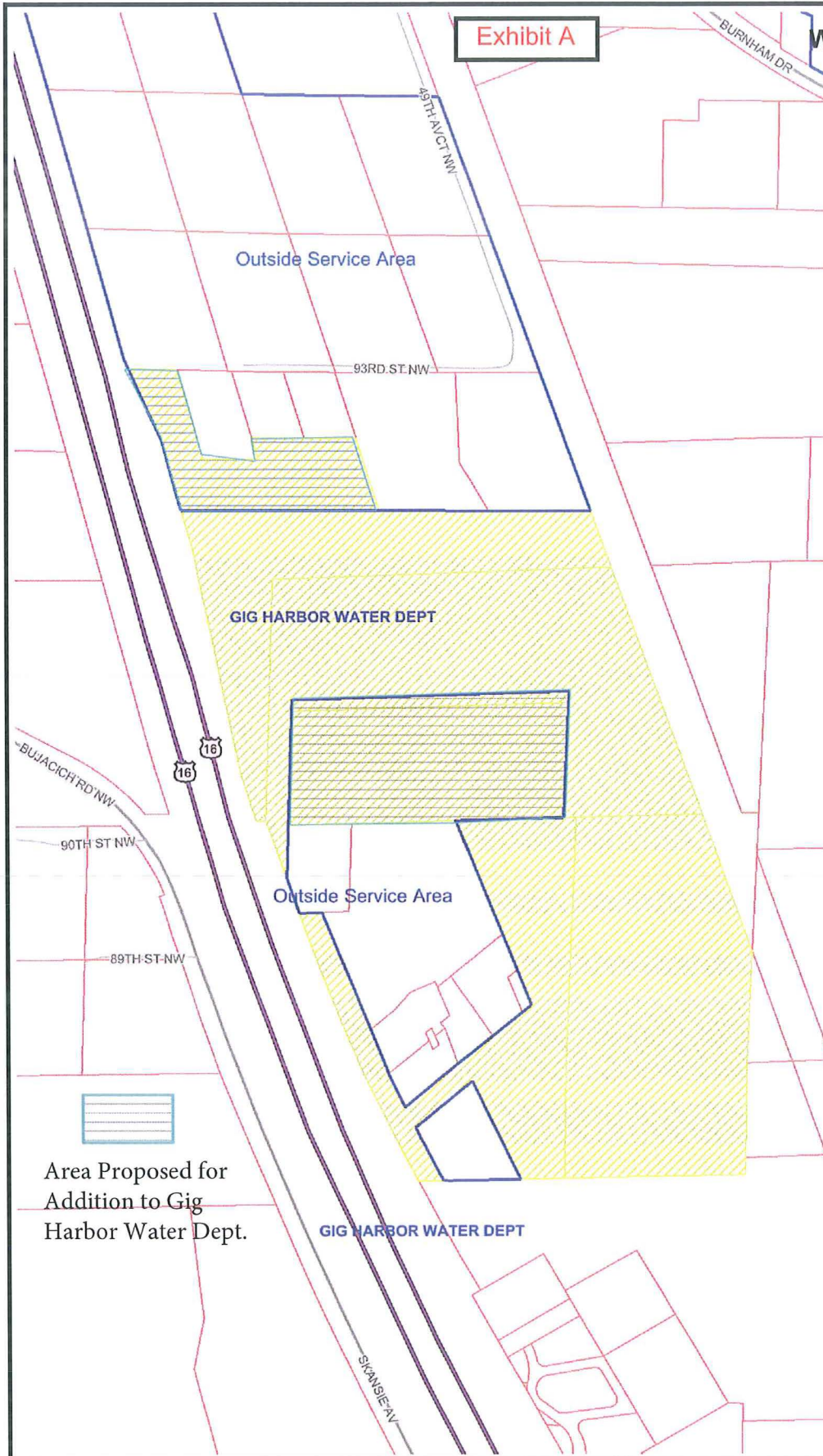
Molly M. Towslee, City Clerk

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL: 10/12/15
RESOLUTION NO. R-1008

Exhibit A

**Water Comprehensive Plan
Technical Amendment**

- Map Legend
- Water Purveyors
 - Harbor Winds Site
 - Roads**
 - Interstate
 - Limited Access State Routes
 - Other State Routes
 - Ramps
 - Major Arterial
 - Collector
 - Local Access
 - Unknown



Area Proposed for
Addition to Gig
Harbor Water Dept.

0 200 400 ft.



9/10/15 1:36 PM



2601 S. 35th, Ste 200
Tacoma, WA 98409
Phone: (253) 473-4494

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The orthophotos may not align with other data. Pierce County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. Pierce County makes no warranty of fitness for a particular purpose.