

City Council Meeting

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



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

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Aug. 8, 2016 and Special City Council Meeting Aug. 18, 2016.
2. Correspondence / Proclamations: a) Constitution Week Proclamation; b) Diaper Need Awareness Week Proclamation.
3. Receive and File: a) Parks Commission Minutes July 6, 2016; b) Planning Commission Minutes May through July; c) Public Works Committee Minutes August 8, 2016.
4. Resolution 1043 - Public Works Surplus Equipment.
5. Wastewater Treatment Plant Module – Cartegraph Contract Amendment.
6. Street Names at Harbor Hill.
7. Dedication of Right-of-Way – The Estates at Gig Harbor Homeowner’s Association.
8. 2016 ADA Improvements Project – Construction Contract Award and Materials Testing Professional Services Contract.
9. Liquor License Action: a) Special Occasion Liquor License – Harbor Wildwatch.
10. Kimball Drive and Hunt Street Overlay Project – Construction Contract Award.
11. Partial Release and Termination of Stormwater Easements – Olympic Drive Properties LLC.
12. Approval of Payroll for the month of August: Checks #7713 through #7726 and direct deposits in the amount of \$401,735.28.
13. Approval of Payment of Bills Aug. 22, 2016: Checks #81973 through #82106 in the amount of \$159,306.26.
14. Approval of Payment of Bills Sept. 12, 2016: Checks #82107 through #82248 in the amount of \$1,054,107.04.

PRESENTATIONS:

1. Swearing in of Officer Tray Federici

ADJOURN TO WORKSTUDY SESSION:

1. How are we growing – One Year Later
2. Impacts of Growth II – Planning

OLD BUSINESS:

NEW BUSINESS:

1. Guardian Security Contract
2. Interagency Agreement for Engineering and Architectural Services – Department of Enterprise Services
3. Chamber of Commerce Tenant Improvement Agreement

PUBLIC COMMENT:

STAFF REPORT:

COUNCIL REPORTS / COMMENTS:

1. Planning / Building Committee: Aug. 29th - Councilmember Kadzik
2. Public Works Committee: Mon. Sep 12th – Councilmember Ekberg

CITY ADMINISTRATOR REPORT:

1. REET Update

MAYOR’S COMMENTS:

1. Sprinkler Ordinance Update

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee: Mon. Sep 19th at 4:00 p.m.
2. Council Workstudy Session: Mon. Sep 19th at 5:30 p.m.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.10.110(1)(c).

ADJOURN:

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

MINUTES
GIG HARBOR CITY COUNCIL MEETING
Monday, August 8, 2016 – 5:30 p.m.

CALL TO ORDER / ROLL CALL:

Mayor Guernsey, Councilmembers Arbenz, Ekberg, Perrow, Lovrovich, and Kadzik. Councilmember Malich was absent. Councilmember Payne arrived late.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes July 25, 2016.  
2. Correspondence / Proclamations: a) Community Day of Service Proclamation.  
3. Liquor License Action: a) Application: Susanne's Bakery.  
4. Receive and File: a) Public Works Committee Minutes June 13, 2016;   b) Intergovernmental Affairs Committee Minutes July 25, 2016;   c) Minutes of Council Worksession August 1, 2016.  
5. Approval of Payroll for the month of July: Checks #7695 through #7712 and direct deposits in the amount of \$430,704.73.
6. Approval of Payment of Bills Aug. 8, 2016: Checks #81866 through #81972 in the amount of \$1,114,238.91.

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

PRESENTATIONS:

Community Day of Service Proclamation. Mayor Guernsey introduced Cheri and Richard Himmer who shared a brief overview of the proposal to have September 10th as a community service day in commemoration of 9/11. They are partnering with several agencies and individuals to participate in active service. Mayor Guernsey presented them with a signed proclamation in support of the Community Day of Service.

Councilmember Kadzik voiced appreciation for their volunteerism asked where others could find out more. Ms. Himmer said there is a website: Justserve.org and flyers will be going out. Mayor Guernsey offered to put a link on the city's website.

ADJOURN TO WORKSTUDY SESSION:

Council adjourned to a workstudy session at 5:34 p.m. to consider the Impacts of Growth II – Building & Administration.

Paul Rice, Building Official/Fire Marshal, shared information on the transition to the SmartGov portal. He discussed the use of tablets in the field to access to SmartGov, building codes, and files. The workload has increased and will continue to increase due to projected growth and they will need additional staff. He answered questions about the availability of qualified inspectors, the effects of advanced technology, and if the growth is sustainable or temporary.

[Ron Williams introduced Mary Ann McCool, HR Analyst,](#) who presented a brief update on the human resources office and where the most of her time is spent, gained efficiencies, and what is in the future. She addressed questions about adding another staff person.

[Molly Towslee, City Clerk and Shawna Wise, Assistant City Clerk,](#) explained what is available online currently and the proposal to increase ease of access to public data via a public portal via the website and social media. The focus will be on a mobile application that will integrate all the available data sets into one, comprehensive application. The cost to research and implement these changes will come during the budget process.

[Council returned to regular session at 6:04 p.m.](#)

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. [Stinson Avenue Roadway Improvements – Consultant Services Contract Amendment / Exeltech Consulting, Inc.](#)  

Emily Appleton, Senior Engineer, presented the background information for this amendment to update the design and bid documents for improvements at Stinson and Rosedale to address an updated Transportation Comprehensive Plan and congestion at that intersection. The work will be done in conjunction with the watermain replacement.

MOTION: Move to approve and authorize the Mayor to execute the Consultant Services Contract Amendment No. 1 with Exeltech Consulting, Inc., in an amount not to exceed \$65,928.29.
Ekberg / Lovrovich - unanimously approved.

2. [Resolution No. 1041 – Transportation Improvement Board \(TIB\) Grant Application for 50th Street and Stinson Avenue Improvement Projects.](#)   Steven Misiurak, City Engineer, explained that the TIB is currently running a competitive design and construction grant funding cycle. The 50th Street and Stinson Avenue projects qualify for the grant and a statement of Council support would strengthen the proposal. He briefly described each project and said that applications are due no later than August 19th.

MOTION: Move to adopt Resolution No. 1041 authorizing City Staff to submit two grant applications to the Transportation Improvement Board for the 50th Street and Stinson Avenue Improvement projects.
Payne / Ekberg - unanimously approved.

3. [Resolution No. 1042 – Support for the John Wayne Trail.](#)   Molly Towslee, City Clerk, explained that the city received a request from the Tekoa City Council and Tekoa Trail and Trestle Association for support regarding the preservation, maintenance, and improvement of the John Wayne Pioneer Trail. Resolutions of support will be used to support a request for capital budget funding.

MOTION: Move to adopt Resolution No. 1042 expressing support for the preservation, maintenance, and improvement of the John Wayne Pioneer Trail.
Ekberg / Perrow - unanimously approved.

PUBLIC COMMENT:

[John McMillan - 9816 Jacobson Lane](#). Mr. McMillan asked what happened to item No. 4 on the agenda. Mayor Guernsey explained that it was removed because it wasn't ready, and advised him to speak with the City Administrator for more information.

STAFF REPORT:

[Report on Revenues](#). Finance Director David Rodenbach presented a general report on General Fund revenues and forecast assumptions. He answered questions. Council asked that he prepare historical data of the past ten year's percentage of construction sales tax vs. other sales tax receipts.

COUNCIL REPORTS / COMMENTS:

[Public Works Committee: Mon. Aug 8th](#). Councilmember Ekberg said there were three minor housekeeping items discussed: the Briarwood Hollow Stormwater Detention System; proposed retail water service area revision; and the Harbor Hill Park property discussion.

[Councilmember Perrow](#) said that he would like the Gig Harbor Boatshop – Eddon Boat House Lease to become an urgent priority.

[Administrator Ron Williams](#) explained that there have been many exchanges with the unresolved items with the lease. The last draft changes have been sent to the Eddon Boat people and we are waiting for them.

[Councilmember Ekberg](#) added that this is just an addendum to an existing lease; it has taken two years. The grant application is due the end of this month, and he suggested a second meeting be scheduled to take care of this. Councilmember Payne agreed and said he would be willing to attend a special meeting to secure the grant funding.

[Mayor Guernsey](#) made an offer for the City Administrator to call the grant administrator if necessary.

[Councilmember Kadzik](#) added that he is available to come in for a special meeting to get this approved. He then announced that he wanted to congratulate the Gig Harbor Canoe and Kayak Racing Team for their recent win at nationals.

Mayor Guernsey asked Kirstin Gregory to come forward.

[Kirstin Gregory](#), Board Member on the GHCKRT, explained that the second photo is of team member Olivia Crocker, who is aiming for the 2020 Olympics. Ms. Gregory talked about the partnership with Pacific Lutheran University to allow the students to continue their education while pursuing their international or Olympic training. She gave an overview of the competition in Oklahoma City in which they won by 70 points. This was a qualifying event for the Olympic Hopes Regatta in Hungary next month; 13 of the athletes were selected to join the Team USA. Holm Schmidt will be one of the Team USA coaches. She thanked the city for the ongoing support.

CITY ADMINISTRATOR REPORT: None.

MAYOR'S COMMENTS:

Mayor Guernsey reported on two items of interest:

- The Dragon Boat Team won both Gold and Bronze medals in the recent competition in Seattle.
- “The Landing” new public art ribbon cutting is on Wednesday.

ANNOUNCEMENT OF OTHER MEETINGS:

1. “The Landing” Ribbon-cutting Ceremony: Wed. Aug. 10th at noon.
2. No Second Council Meeting in August. (special meeting may be scheduled)
3. Planning / Building Committee: August 29th at 5:00 p.m.
4. Public Works Committee: Mon. Sep 12th at 4:00 p.m.

EXECUTIVE SESSION:

Council adjourned to Executive Session at 6:45 p.m. for approximately 20 minutes for the purpose of discussing property acquisitions per RCW 42.30.110(1)(c) and potential litigation per RCW 42.30.110(1)(i). It was announced that action would be taken at the end of the session.

City Administrator Ron Williams returned at 7:06 p.m. to announce that an additional ten minutes would be required.

Council returned to regular session at 7:18 p.m.

MOTION: Move to authorize the Mayor to execute the release and settlement agreement with Doug and Pat Johnson and Robert and Pat Elliott as discussed in Executive Session.
Payne / Ekberg – unanimously approved.

ADJOURN:

The meeting adjourned at 7:20 p.m.

Jill Guernsey, Mayor

Molly Towslee, City Clerk

MINUTES
GIG HARBOR CITY COUNCIL – SPECIAL MEETING
Thursday, August 18, 2016 – 5:15 p.m.

CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

OLD BUSINESS: None.

NEW BUSINESS:

1. [Eddon Boat House Lease Agreement.](#)  

Jeff Langhelm, Public Works Director, explained that an objective for remodeling the Eddon Boat House has been worked into the Parks Capital Budget for 2017-18.

MOTION: Move to authorize the Mayor to sign the Third Amendment to the lease agreement between the City of Gig Harbor and Gig Harbor Boat Shop.

Payne / Malich – unanimously approved

ADJOURN:

The meeting adjourned at 5:19 p.m.

Jill Guernsey, Mayor

Shawna Wise, Assistant City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties, is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 2016 marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

NOW, THEREFORE, I, Jill Guernsey, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as

CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

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 September, 2016.

Jill Guernsey, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Whereas, Diaper Need, the condition of not having a sufficient supply of clean diapers to ensure that infants and toddlers are clean, healthy, and dry, can adversely affect the health and welfare of infants, toddlers and their families; and

Whereas, national surveys report that one in three mothers experiencing diaper need at some time while their children are less than three years of age and forty-eight percent of families delay changing a diaper to extend their supply; and

Whereas, the average infant or toddler requires an average of 50 diaper changes per week over three years; and

Whereas, diapers cannot be bought with food stamps or WIC vouchers, and a monthly supply of diapers can cost as much as six percent of a full-time minimum wage worker's salary, therefore obtaining a sufficient supply of diapers can cause economic hardship to families; and

Whereas, a supply of diapers is generally an eligibility requirement for infant and toddlers to participate in childcare programs and quality early education programs; and

Whereas, the citizens of Gig Harbor recognize that addressing Diaper Need can lead to economic opportunity for the state's low-income families and can lead to improved health for families through various channels.

NOW THEREFORE, BE IT RESOLVED, THAT I, Jill Guernsey, Mayor of the City of Gig Harbor, do hereby proclaim the week of September 26 through October 2, 2016, as

Diaper Need Awareness Week

in the City of Gig Harbor and I encourage all citizens to donate to diaper banks, diaper drives, and those organizations that distribute diapers to families in need.

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 September, 2016.

Mayor, City of Gig Harbor

Date

MINUTES
GIG HARBOR PARKS COMMISSION
Wednesday, July 6, 2016 – 5:30 p.m.
Community Rooms A/B

CALL TO ORDER / ROLL CALL:

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

APPROVAL OF MINUTES:

Approval of June 1, 2016 Parks Commission Meeting Minutes

MOTION: Move to approve the June 1, 2016 Parks Commission Minutes.

Denson / Hicks – Motion passed unanimously

OLD BUSINESS:

- 1. 2016-2018 Work Plan – Public Works Committee Direction** – Katrina Knutson distributed the proposed work plan and discussed the suggested changes made by the Public Works Committee. The plan will be forwarded to the full City Council for consideration and approval. Commissioner Hicks expressed that she would like to see the City Play Structure Master Plan item higher on the list of priorities.

NEW BUSINESS:

1. Election of Officers

MOTION: Move to re-elect Sara McDaniel as Chair and John Skansi as Vice-Chair of the Parks Commission.

Vermillion / Coronado – Motion passed unanimously

- 2. Park Naming Discussion: Gig Harbor North** – Katrina Knutson described a parcel that will be developed and deeded to the City according to Harbor Hill

Development Agreement. The parcel abuts the Heron's Key development to the west and is approximately one acre. The City has a park naming policy (R-717) and a formal name needs to be decided for the park. Commission members had a brief discussion about naming ideas and should forward their recommendations to staff.

PARK UPDATES:

Katrina Knutson updated the Commission on the Native American Honoring Project at Austin Estuary. The structure will require a wetland variance and a resolution for Council support will be on the July 25, 2016 City Council agenda.

PUBLIC COMMENT:

Kirsten Gregory, 8115 43th Street NW, Gig Harbor, Gig Harbor Canoe and Kayak Racing Team Representative for the Ancich Park project, described the team's summer program for kids ages 8-14.

Commissioner Vermillion asked that the idea of approaching PenMet Parks and Key Pen Parks be moved forward.

MOTION: Move to extend an invitation to PenMet Parks to come to a future Parks Commission meeting to give a presentation on their future parks plans.

Vermillion / Denson – Motion passed unanimously

ADJOURN:

Meeting adjourned at 6:28 p.m.



Minutes
City of Gig Harbor Planning Commission
Work Study Session
Gig Harbor Civic Center – Community Rooms A&B
May 5, 2016

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

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

Staff: Jennifer Kester, Leah Johnson, Lindsey Sehmel

Approval of Minutes: April 7, 2016 Coughlin/Gagliano- Motion carried with recommendation to fix misspelling of Meridith's name.

Work Study Session – Community Rooms A&B-Ekberg Intro

Brief introduction by Chair Ekberg on discussion topics for the meeting followed by staff Lindsey Sehmel's introduction and presentation.

Staff Lindsey Sehmel intro

1. **Zones and Uses in The Harbor:** At the April 7th Planning Commission work study, the commissioners identified the following items to focus on for today's meeting. The changes that will be made will focus on the zoning districts and use matrix. The following items were discussed to be addressed in the following order:
 - a. **Nodes/Community Corners/Neighborhoods** – Analyze the Harbor and identify where these are.
 - Spadoni Corner (Rosedale and Stinson)
 - Harborview and Pioneer
 - Harborview and Rosedale
 - Harborview and Stinson
 - Austin and North Harborview
 - Harborview and N. Harborview
 - Finholm
 - Donkey Creek
 - Vernhardson and North Harborview
 - Dorotich and Harborview
 - Soundview and Harborview
 - b.
 - c. **Waterfront/Marine Services – Review allowed and desired uses in the** context of The Harbor Goals and Policies and received public comments.
 - Accessory Apt in WR-P
 - Accessory Apt in WM- P or C

- Community Rec hall in WM and WC-P or C
 - Entertainment, Commercial in WC-P or C
 - Lodging level 1 in WR-P (already C)
 - Lodging level 2 or 3 in WC- P
- d. **Downtown Business – Concentrated Core Area – Review the zone** boundaries and allowed uses in the context of The Harbor Goals and Policies and received public comments.
- Accessory Apt-P
 - Home Occupation-P
 - Museum- P or C
 - Rec Hall- P or C
 - Commercial Parking lot- P or C
 - Auto Fuel Dispensing Services-C or R
 - Taverns- P
- e. **Mixed Uses/Vertical zoning** – Consider where these uses could be applicable.

For DB and B2 zones:

- Residential over top of commercial (residential over 1st floor non-residential in one building)-permitted
 - Outright residential in commercial- Conditional
 - All other residential uses will have footnote clarifying use with P or C
 - Accessory Apt allowed outright anywhere in R1
 - RB2 to vertical zoning
- f. **Residential Options (types and affordability)** – Consider types and zones where these uses could be applicable.
- R3- C or P
 - RB2- C or P

8:00 PM Motion: Move to extend meeting additional 15 minutes Gagliano/Coughlin- motion carried

- g. **Heritage/Historical context** – Double check of your work to see if the recommendations you have identified in A through E above continue to meet The Harbor heritage and historical context.

Motion 1: Move to make recommended modifications to the land use map that has been proposed this session so that it may receive public input. Coughlin/Ekberg- Motion carried

Motion 2: Move to present the proposals to the land use matrix and footnotes as discussed this session for the public to comment on. Hutchins/Hatch- Motion carried

Staff will have a projector set up for the meeting to make recommended edits/changes on the fly.

Planning Commission will take action (Motion) on identifying the areas where zone

boundaries and allowed uses will be proposed based upon the comments received and field work completed by the individual commissioners.

The full proposal will be included in the Zones and Uses amendment package prepared for the Open House and Public Hearing on May 19th.

Other Business

Reminder open house May 19th (next session)

Adjournment 8:15PM Gagliano/Peterson



Minutes
City of Gig Harbor Planning Commission
Open House – 4PM & 5PM
Public Hearing – 6PM
Gig Harbor Civic Center – Council Chambers
May 19, 2016

[4:00 p.m. - Call to order, roll call](#)

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

Staff: Leah Johnson, Lindsey Sehmel

[Approval of Minutes: May 5, 2016 Coughlin/Ekberg- Motion Carried](#)

Open House – Council Chambers

1. **Zones and Uses in The Harbor:** Staff and Planning Commissioners will provide a brief overview of the items requested for comment for tonight's Public Hearing. These brief presentations will occur at 4:15 and 5:15PM.

Public Hearing – Council Chambers

1. **Zones and Uses in The Harbor – Public Hearing:** The Public Hearing will begin promptly at 6pm in the Council Chambers.

Public Comment:

1. **[Cynthia Beebe- 6006 49th St. NW.](#)** Ms. Beebe spoke about the Heron colony in Gig Harbor and her concern for them to be protected.
2. **[Suzanne Riley- 7804 Stinson Ave.](#)** Ms. Riley stated her support for previous speaker and her concern about more development increasing traffic throughout Harbor.
3. **[Charlotte Gerlot- 7712 73rd St. Ct. NW.](#)** Ms. Gerlot shared a letter written by John Grossman who could not make it to the public hearing. Mr. Grossman doesn't want the City to ruin the historic waterfront of Gig Harbor. He does not want more development, traffic, crime and pollution in his town. (Her own comment) Ms. Gerlot spoke about traffic and parking, she also spoke in favor of Herons.
4. **[Greg Hoeksema- 9105 Peacock Hill.](#)** Mr. Hoeksema spoke against the proposal to change the zoning of the lot on the corner of Peacock Hill and North Harborview.
5. **[Jeni Woock- 3412 Lewis St.](#)** Ms. Woock spoke about secret meetings and the presentation of the proposals to the public.

6. [Melissa Moller- 8805 North Harborview #201.](#) Ms. Moller spoke about her concerns for keeping retail and restaurants in the harbor and that the harbor should grow.
7. [Michael Elwell- 9211 N. Harborview Dr.](#) Mr. Elwell spoke in favor of fuel docks at marina's, and against rezoning of his parcel to waterfront and he shared his feelings about herons.
8. [Veronica Kulman- 7802 Stinson Ave.](#) Ms. Kulman spoke against the Rosedale and Stinson zoning change proposal as well as traffic as a whole in Gig Harbor and she spoke in favor of herons.
9. [Nigel Davey- 7810 Stinson Ave.](#) Mr. Davey spoke against the Rosedale and Stinson corner zoning proposal. He also shared his feelings on housing and infrastructure in general.
10. [Kristine Kavorkian 3716 103rd Ave Ct NW.](#) Ms. Kevorkian spoke about development, density and infrastructure.
11. [Beth Perrow- 9109 North Harborview Dr.](#) Ms. Perrow spoke against the rezoning proposal lodging level 1 along N. Harborview Drive.
12. [Jackie Olivier- 3316 Harborview Drive.](#) Ms. Oliver spoke about rezoning in her neighborhood and the current situation.
13. [Jim Franich- 3702 Harborview Drive.](#) Mr. Franich spoke against the zoning change proposals for B2 on Harborview Drive, RB2 on the Rosedale and Stinson corner and community Rec Halls in the waterfront district.
14. [Jim Pasin- 3212 50th St.](#) Mr. Pasin spoke against the rezoning proposal for Rosedale and Stinson, in favor of the Harborview and Stinson corner, against the Peacock and North Harbor view corner, in favor of extending waterfront zone, in favor of downtown business district us change, against accessory apartments, against downtown business rezoning and against Community Rec Halls.
15. [Mark Hoppen 8133 Shirley Ave.](#) Mr. Hoppen Spoke about density in relation to the City's Comp plan and against the lodging 1 proposal as well against the rezoning of the Rosedale and Stinson corner.
16. [Pat Lowinger- 1062 Potlatch Drive, Fox Island.](#) Mr. Lowinger spoke about public safety, crime and traffic.
17. [Raelene Rogers- 2804 Harborview Drive #C.](#) Ms. Rogers spoke about hazardous trees on the Harborview and Soundview corner.

18. [Lita Dawn Ancich- 3615 Harborview Drive.](#) Ms. Ancich spoke about traffic issues.
19. [Betty Devereux 7513 Ford Dr NW.](#) Ms. Devereux spoke against change.
20. [Gena Cruciani- 8125 Bayridge Ave.](#) Ms. Cruciani spoke against change happening too quickly to the Harbor area.
21. [Debbie O'Reilly- 2504 7th St NW.](#) Ms. O'Reilly spoke against rezoning the Harborview and Soundview corner. She also spoke against more development in general.
22. [John Chadwell- 5727 Baker Way NW Suite #103.](#) Mr. Chadwell had no specific comments about the proposals but appreciates the Planning Commissions efforts.
23. [Nancy Jerkovich- 6828 93RD CT NW.](#) Ms. Jerkovich spoke against the Rosedale and Stinson corner, density in general and appreciates all that the Planning Commission does.

[Spencer Hutchins](#) Spoke about the numerous comments on Herons nesting on the Soundview and Harborview corner. He explained to the public why their comments were not applicable to the zoning change proposals being considered.

He explained that currently this corner is zoned as RB1 which already allows:

- single family dwellings
- family day care
- home occupation
- adult family care homes
- parks (privately owned)
- electrical charging stations
- lodging level 1
- personal services
- business services
- Etc...

This is a privately owned parcel and in order for the city to not allow development of it they would need to be zoned as public institution and the owner would need to sell the property to the city in order for that zone to be changed to public institution. He shared that currently if the owner of this property wishes to cut all the trees down he is allowed irreversible of any recommendation that the Planning Commission makes. He also spoke about the numerous comments about traffic and that this is a very large issue for the commissioners as well. He asked Senior Planner Lindsey Sehmel to explain further.

Planner Lindsey Sehmel explained that any of the recommendations being considered would be brought to Public Works to be ran through a traffic model to see what kind of effect that zone change would have on the streets in that area.

[Pamela Peterson](#) shared her appreciation for the public to come out and share their thoughts.

[Bill Coughlin](#) shared that he recognizes the difficulty in this process and thanked the public for coming and sharing their thoughts.

Other Business

Adjournment

Minutes
City of Gig Harbor Planning Commission
Work Study Session
Gig Harbor Civic Center – Community Rooms A&B
June 2, 2016

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

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

Staff: Lindsey Sehmel, Jennifer Kester, Leah Johnson

Approval of Minutes: May 19, 2016 Peterson/Baldwin Motion carried

Work Study Session – Community Rooms A&B

1. **Introduction of Comprehensive Plan Amendments:**
 - a. **Walt Smith Gravel Mine (PL-COMP-15-0001/PL-DEV-15-0002/PL-SEPA-15-0007) – Land Use Map Amendment Request**
 - b. **Mixed Use District Overlay Removal (PL-COMP-15-0003/PL-SEPA-15-0009) Land Use Map Amendment Request**
 - c. **Arts Commission Text Amendment (PL-COMP-15-0004/PL-SEPA-15-0010)**
2. **Zones and Uses in The Harbor:** Discuss next steps after receiving the public comment from May 19th.

Other Business- Site visit for Smith Comp Plan amendment and election of officers.

Adjournment 7:03 PM Gagliano/Hatch



**Minutes
City of Gig Harbor Planning Commission
Work Study Session - 5PM
Public Hearing - 6PM
Gig Harbor Civic Center - Council Chambers
July 21, 2016**

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

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

Staff: Leah Johnson, Jennifer Kester

Approval of Minutes: July 7, 2016

Motion: Move to approve minutes as written. Motion carried Coughlin/Baldwin

Work Study – Council Chambers

1. Zones and Uses in The Harbor

Chair Ekberg shared a brief update on zones and uses

Staff shared possible dates that PC could potentially use to have conversations about zones and uses if they choose to do so before the joint meeting with council.

Commissioners agreed to present to the Building and Planning Committee on Sept 6th and then follow up with a Sept 15th meeting to discuss those outcomes.

2. Mixed Use District Overlay Removal (PL-COMP-15-0003/PL-SEPA-15-0009) Land Use Map Amendment Request

Staff shared that the next step for this amendment is to hold a public hearing.

Staff shared options on what the next step should be at the hearing.

Staff and commissioners discussed a timeline for this hearing as well as the approach they will take with the public hearing.

Commissioner Coughlin asked for clarification on noticing and data in regards to the Harbor Hill Drive extension.

Discussion on the next steps for both of these applications in preparation of a joint meeting with the City Council in October.

Public Hearing – Council Chambers

Chair Ekberg opened the meeting and briefly described topics that will be covered.

1. Arts Commission Text Amendment (PL-COMP-15-0004/PL-SEPA-15-0010)

The applicant has requested the City amend the Parks Recreation and Open Space Element of the Comprehensive Plan to add a new policy to Goal 11.10 and include discussion language relating to that goal and the Arts Commission work program.

Staff shared staff report details regarding Arts Commission text amendment.

End of September to finalize consideration for Council.

Deliberations will be held August 18th.

Public Speaking:

Charlie - The Arts commission leader spoke about what “arts” means to the commission and asked the Planning Commission if they had any questions.

2. [6301 112th Street Land Use Map Amendment \(PL-COMP-15-0001; PL-SEPA-15-0007; PL-DEV-15-0002\)](#): Land Use Map Amendment Request

Applicant: Walt Smith, P.O. Box 720, Vaughn WA 98394

The applicant has requested the City to amend the Land Use Designation map of the Comprehensive Plan for three parcels totaling 16.71 acres from a combination of Employment Center, Commercial/Business, and Residential Low to Residential High Transition. The property is located east of Horizon West on both sides of 112th Street. Furthermore the applicant has submitted a Development Agreement application that limits the future development of the site to the Multi-family Residential zoning district (R-3) and limits the unit count to 100.

Staff shared a detailed staff report for the commissioners

[Public Speakers:](#)

[Carl Halsen](#) (On behalf of applicant) - Supports land use amendment.

[Lee Van Komen](#)- 6208 110TH St. Ct. NW. Mr. Van Coven is opposed to this amendment. He feels that this amendment would be a downgrade to the existing land use status. He feels that data collected from 1994 for this project was not up to date.

[Bob Himes](#)- 6507 115th St Ct NW. Is opposed to amendment. He pointed out various ways this amendment does not fulfill the criteria upheld by code. He feels it will have a large negative impact on many levels.

[Lloyd Elmer](#)- 6409 115th St Ct. NW. Mr. Elmer feels that traffic is too extreme as it is and that this change would make it much worse. He felt concerned about the affect it will have on housing values, crime. He feels this change is too extreme.

[Joseph Ponepinto](#)- 6516 112th St Ct NW. Mr. Ponepinto does not support the amendment. He feels it will negatively affect the value of their homes.

[Ray Ralston](#)- 6208 116th St Ct NW. Opposed to amendment. Does not support high density residential change. Is open to compromise of lower density housing.

[Kermit Haggerness](#)-11614 64th Ave NW. Opposes land use amendment.

[Satkowiak Frederick](#)- 10916 65th Ave NW. school district sizes is his main concern.

[Barrie McDougal](#)-108106 58th Ave NW Mr. McDougal works for Peninsula School District and feels that there is too much overcrowding.

[Debbie Kleinman](#)-11012 64th Ave NW. Mrs. Clumine is concerned about infrastructure and the kind of people who rent houses.

[Amy Jansen](#)-11610 64th Ave NW. Is concerned about the type of people who live in apartment houses and the crime that will occur. She feels that apartment building and the people who live in them would create a distaste in the Gig Harbor community as well as increased crime and violence.

[Joanne Robertson](#)- 6209 110TH ST CT NW. Mrs. Robertson is concerned about the investment she has made in her property. She questions the compatibility of this amendment with the existing community that surrounds it. She is also concerned how it advances the public interest.

[Anita Fritz](#)- 10804 65th Ave NW. Does not support proposal. She also felt concern about infrastructure.

[Maria Nordlund](#)- 10905 64th Ave NW. Concerned about infrastructure, schools and home values.

[Cheryl Himes](#)- 6507 115th St Ct NW. Opposed to zoning change. She feels many lives will suffer from this proposal.

[Gloria Waxman](#)- 2610 211th Ave NW Lake Tapps. Is concerned about infrastructure. Does not support zoning change.

[Pat Brian](#)- 6421 115th St Ct NW. Asked what profit the city makes off this zoning change.

[Harold Waxman](#)-2610 211th Ave Lake Tapps. Does not support this zoning change. Would support R1 change.

[Jared Ausserer](#)- 10814 63rd Ave NW. Feels people who rent apartments will increase crime and violence and traffic.

[Jodi Hobbs](#)-10806 63rd Ave NW. Does not support the zoning change. Also feels that people who rent apartments will increase crime.

[Christopher Kerr](#)- 11319 65th Ave NW. Is opposed to zoning change. Feels that none of the criteria for approval is being met.

Staff answered the question asked by Pat Brian.

Commissioners shared their thoughts on the hearing with the public attending the meeting.

Commissioner Coughlin asked how school districts review these changes.

Commissioner Baldwin asked about existing crime for apartments that are in Gig Harbor City limits.

Commissioner Peterson asked for a crime report on apartments at Harbor Hill.

Commissioner Gagliano asked staff about the timeline and for more clarification on recommendations.

Chair Ekberg asked about the land use designation prior to 2015 and when it changed.

Staff replied to all of these questions.

Other Business- None

Adjournment 7:23 PM



Minutes
City of Gig Harbor Planning Commission
Work Study Session
Gig Harbor Civic Center – Community Rooms A&B
July 7, 2016

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

Present: Reid Ekberg, Graig Baldwin, Bill Coughlin, meredith Hatch

Approval of Minutes: June 16, 2016 Hatch/Coughlin Motion carried.

Work Study Session – Community Rooms A&B

1. **Adoption of Public Hearing Procedures:** Staff has provided the Commission with Planning Commission Public Hearing Procedures to be adopted this evening prior to the July 21st Public Hearing date.

Staff described the new procedures

Chair Ekberg asked for more specific direction on approaching the commissioners at public hearings

Commissioner Coughlin asked if there are similar procedures used for Council meetings.

Commissioner Hatch gave editorial notes.

Motion: Move to adopt public hearing procedures with amendments made by commissioners. Coughlin/Baldwin

2. **Comprehensive Plan Amendment - 6302 112th St – Gig Harbor WA 98332:** Walt Smith Gravel Mine (PL-COMP-15-0001/PL-DEV-15-0002/PL-SEPA-15-0007) – Land Use Map Amendment Request and review of Development Agreement. Final work study preparation prior to public hearing on July 21st. Traffic analysis has been completed and a memo from the City's consultant has been provided. **Bring your prior materials!**

Staff went through the technical memo provided by the PW department for the potential development.

Chair Ekberg asked about the level of service for the roundabouts nearby.

Commissioner Coughlin inquired about police and fire

Staff and commissioners shared their experience of the onsite visit.

3. **Comprehensive Plan Amendment - Arts Commission Text Amendment (PL-COMP-15-0004):** Staff has included in the packet the 2016 Arts Commission work program as requested at the June 2nd meeting. Staff has also inserted the requested language into the Parks, Recreation and Open Space Element of the Comprehensive Plan.
4. **Zones and Uses in The Harbor:** Brief from the Chair on the discussion that occurred at the July 5th Planning and Building Committee.

Adjourn

**MINUTES
CITY OF GIG HARBOR
PUBLIC WORKS COMMITTEE
Monday, August 8, 2016 – 4:00 p.m.
Public Works Conference Room**

CALL TO ORDER / ROLL CALL:

Council Member – Steve Ekberg: Present
Council Member – Tim Payne: via Conference Call
Councilmember – Ken Malich: Absent (excused)
Mayor – Jill Guernsey
City Administrator – Ron Williams
Public Works Director – Jeff Langhelm: Present
Engineering Technician – Wayne Matthews: Present
Executive Assistant – Maureen Whitaker: Present

APPROVAL OF MINUTES:

Approval of June 13, 2016 Minutes  

OLD BUSINESS:

NEW BUSINESS:

1. [Briarwood Hollow Properties – Pierce County Property Transfer – Wayne Matthews.](#)  
Engineering Technician Wayne Matthews explained that the Briarwood Hollow subdivision currently has a stormwater detention pond facility that serves the Briarwood Hollow neighborhood. The current owner, Pierce County has expressed interest in transferring ownership of this parcel to the city because this particular parcel for some unknown reason was left out of the original County annexation to the city that occurred in the 1990's. Mr. Langhelm said that this parcel is not located in the Urban Growth Area (UGA).

Mr. Matthews stated that Staff has completed a Level 1 Environmental Site Assessment, which concluded that there are not any environmental contamination present at the time of the assessment, nor is there any history of an environmental hazard present at this parcel. The city also had this report independently reviewed by the city's environmental attorney and he also concluded that this parcel is unlikely to have any past or current contamination.

The next steps forward, explained Mr. Matthews will be to request that the County donate the property to the city in order to convey ownership. Pierce County will prepare the necessary property deed, obtain proper signatures and record the deed. There will not be any monetary cost for the properties.

Maintenance was discussed which typically requires vegetation control and sediment removal every few years by vactoring the control structure.

The Committee had several questions concerning public benefit and recommended staff to take a look at any other needs that the city may have with Pierce County and re-discuss with them prior to acquiring this parcel. It was agreed that there was no rush to move forward.

2. [Proposed Retail Water Service Area Revision with Washington Water – Jeff Langhelm.](#)

Mr. Langhelm explained that he was approached last July by Washington Water for proposed revisions to the water service area between the city and Washington Water. One of the maps provided by Washington Water showed the Northeast Peninsula or Peacock Hill Water System which abuts the city's water system on the north side. Some of Washington Water's water system is in city limits but most of it is in unincorporated Pierce County along Crescent Valley Drive just north of Crescent Creek Park. He explained that Washington Water received a request from a proper owner with two parcels on east side of Crescent Valley Drive located directly across from the city-owned Rohwer property that is currently in the city's water service area but the city doesn't have any water mains in this area but Washington Water does. This property owner desires to have water service from Washington Water instead of the city. Mr. Langhelm stated that the timing of this request was fortuitist because the Rohwer property is currently located in the Washington Water service area even though the city owns it and provides water service there. Mr. Langhelm asked to move this request forward to full council in September for a water system amendment that would swap the two parcels on the east side of Crescent Valley Drive that are currently in the city's water service area with the Rohwer property that are currently in Washington Water's service area.

A question was asked about the acreage of each. Mr. Langhelm stated that the acreage of the two parcels combined is about a third of the area of the Rohwer property. The two parcels may be able to be subdivided. Committee member Payne stated that it doesn't sound like a significant future loss of revenue. Mr. Langhelm agreed and stated that one of the parcels may have plans for a duplex. The loss of general facilities charges and revenue would be three connections at the most.

The Committee agreed to move this proposed forward to full council after checking the zoning.

[NON-AGENDA ITEM – Harbor Hill Park Property. 00:20:06](#)

Mr. Langhelm asked to discuss the Harbor Hill Park property visioning and Master Plan, and the Parks Commission Work Program. He explained that there have been discussions loosely not in a formal committee or with Council to talk about potential opportunities that may be available, not only with the city's current park parcel where the visioning has taken place but other opportunities that immediately surround that park. Mr. Langhelm stated that he wanted to ensure that the Public Works Committee was on board with moving forward with discussions about the possible uses that might take place surrounding the city's parcel and the city's potential participation with the activities that could be taking place and how Public Works might form its capital budget to deal with the potential future expenditures in the 2017-18 Budget. He asked the Committee how they wanted to see the public process move forward if there were going to be any changes made to the current visioning for the Harbor

Hill Park property. He stressed that Public Works is trying very hard to involve the public whenever we go through visioning, site development, and master planning and expressed concern about the current staff work load with parks projects. He stated that Parks Commission Work Program was presented to the Public Works Committee at their June meeting by Parks Project Administrator Katrina Knutson. The Harbor Hill Park Master Planning was prioritized as third on the Parks Commission's Work Program and as second by the Public Works Committee. He said that he is looking for input from the Public Works Committee on how it sees the next steps moving forward. Mr. Langhelt stressed that his three concerns are what the public process will be, what to put in the capital budget for 2017-18, and how to address this with the Parks Commission since it is number three on their Work Program.

Public Works Committee member Ekberg said that some Public Works Committee members were waiting to see what the final negotiations were with the Sportsman's Club and what the exact amount of property was being acquired. He said we already have a public process with different groups of people and should continue to move forward in that direction, but said that he didn't know if we were ready to move forward. He said that he did not want to move forward until we knew if the city had more property or not.

Public Works Committee member Payne said that Mr. Ekberg's conclusion made sense but said that it is more than the Sportsman's Club property that is in discussion at this point whether it is through some sort of lease or joint use agreement, or potential future purchase agreement with the Little League ball field property and the possibility of the Olympic Property Group (OPG) retention pond area next to the YMCA. Mr. Langhelt said as part of the Visioning Process Resolution, there was a statement that said we needed to work with adjacent property owners and try to make our operations work together. There have been recent discussions about that. He asked how much do we want to bring in to the Harbor Hill Park Master Planning process and do we want to include something in the 2017-18 budget to help fund this. Mr. Ekberg said yes to the budget and to move forward on this. Mr. Ekberg further stated that how we coordinate with the other people, the Little League and the property owners of the detention pond that any design we developed would not fence or wall off these other properties in order to provide a free flowing movement amongst them all for general activities. Mr. Ekberg said that he didn't know that the city was thinking of taking over the ball fields. City Administrator Ron Williams said it is a discussion that the city is exploring. He said that the Little League group are looking for some assistance on maintenance and we have some feelers out there with different agencies to see what interest is there for some kind of joint operation. Mr. Williams further stated that there is another time element as recently discussed in the Intergovernmental Affairs Committee (IGA) meeting that Councilmember Payne chairs. The city's lobbyist representative Briahna Murray is asking the city if it wants to put this project as a "capital ask" with the Governor because there is a time constraint. This time constraint is raising an issue with the Public Works Department because the Department's plate is fairly full and therefore this needed to get before the Public Works Committee now. Mayor Guernsey stated that one of the concerns to meet the deadline for the "capital ask" is it doesn't coincide with the Master Plan or public input for something larger than what has already been done. Mr. Langhelt said concerning the "capital ask", we are not going to have the Master Plan completed by later this fall rather he sees it completed in the

first part of next year because we need to move forward with Crescent Creek first. Mr. Payne said he thought that our Ms. Murray was looking for a more developed concept rather than a master plan because it is a six-month process to develop a master plan regardless of whether it was a broader alignment of properties or just the property that the city owns. Mr. Ekberg asked about how much of the little league property is left that is not consumed by ball fields and parking. Mr. Payne said there is quite a bit but it is mostly wetlands. He further added that the little league property is not on sewer, and its drain field is on a corner next to the Sportsman's Club. He said that the little league property has one large and two small ball fields with a concession stand in the middle. Mr. Payne further stated that there is a little bit of room for other things to happen there but not much, or the whole property could be reconfigured at some point but he said that he was not necessarily advocating for that anytime soon. He added that he is in favor of moving forward with budgeting for a master plan with the philosophy of keeping all options open and a master plan that may eventually come to the conclusion that this is phase 1 of a broader master plan. Mr. Ekberg said that his thoughts on the master plan were that the ball fields and the retention pond take up most of the remaining area that surrounds the city's parcel and there is not a whole lot of master planning on any changes to that right now, maybe down the road. Mr. Ekberg further stated, right now it looks like the design of city's portion of the park depending on what the size is in conjunction with those other pieces would somehow be brought to some conclusion rather quickly since we have already gone through the visioning. He said that the city might not need to have a baseball field on the city's park property if we are going to do something next door with the ballfields. He further stated that he thought that Mr. Payne knew more what Ms. Murray needed in terms of the "capital ask". Mr. Payne clarified that what was discussed at the IGA meeting. He said the "capital ask" was not intended so much for the park development but the term "sports complex" development was more what the IGA was discussing. The park element is 7.5 acres and the sports complex element which is where you get into the little league property for future develop. He added that there has been talk with Olympic Property Group (OPG) and explained that Ms. Knutson is going to do some exploration with Planning Director Jennifer Kester to determine if the city is able to utilize some of the OPG property, and would it be possible to push out the smaller ball field and expand that to be more utilitarian, more multi-use. Mr. Langhelm asked if staff should continue along the path that was initially discussed. He asked if this was the Committee's direction that at the end of this year, or the first part of next year, begin the master planning which would include more public input, refine the design after we know more about the Sportsman's Club property, how the other parallel nearby property interacts with Harbor Hill Park, and the governor's request for projects which we are calling the sports complex element would be sitting out on its own, which for now staff doesn't need to be involved except minimal input from Ms. Knutson? Mr. Payne said we should move forward with the 7.5 acre park master plan with eyes wide open because by the time we get into the next biennium, we may be in a position that our circumstances have changed and our opportunities have expanded. Mr. Payne said that there are a lot of ifs and buts and nothing certain at this point and we have to hang our hat on budgeting at this point but we shouldn't close our eyes to these other conversations of fairly willing partners to develop arrangements, whatever they are, to do something bigger and better. Mr. Langhelm said he would focus on two key points: the budget and prioritize staff hours in order to do what council wants. He

added that he was not at the IGA meeting but Ms. Knutson spoke to him about what was discussed. He just wanted to make sure that we allocate appropriately.

00:20:06

PUBLIC COMMENT:

ANNOUNCEMENT OF UPCOMING MEETING: Sept. 12, 2016 at 4:00.

ADJOURN:



Business of the City Council
City of Gig Harbor, WA

Subject: Resolution - Surplus Equipment

Proposed Council Action:

Adopt Resolution No. 1043 declaring the specified equipment surplus and eligible for sale.

Dept. Origin: Public Works

Prepared by: Greg Foote, Superintendent Public Works

Handwritten signature of Greg Foote

For Agenda of: September 12, 2016

Exhibits: Resolution No. 1043

Initial & Date

Concurred by Mayor:

JL 8-24-16

Approved by City Administrator:

ZW 8/24/16

Approved as to form by City Atty:

NA

Approved by Finance Director:

N/A

Approved by Department Head:

LOX 8/24/16

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and dollar amounts (\$0).

INFORMATION / BACKGROUND

Staff requests authorization to surplus the following equipment:

- Delta 10" Table Saw

This equipment is worn out and has been replaced and/or is obsolete.

FISCAL CONSIDERATION

Proceeds from the auctioning of these items will go to the General Fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 1043 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 1043

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR DISPOSITION.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
Delta Table Saw	1	99J9941 / #00210	10"

PASSED ON THIS 12th day of September, 2016.

APPROVED:

MAYOR JILL GUERNSEY

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 08/19/2016
PASSED BY THE CITY COUNCIL: 09/12/16
RESOLUTION NO. 1043



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

Subject: Purchase Agreement – Cartegraph Systems

Proposed Council Action: Authorize the Mayor to execute a purchasing agreement with Cartegraph Systems, Inc., in the amount of \$13,400.00 plus applicable Washington State Sales Tax.

Dept. Origin: Public Works

Prepared by: Darrell Winans *DW*
WWTP Supervisor

For Agenda of: September 12, 2016

Exhibits: Purchase Agreement

	Initial & Date
Concurred by Mayor:	<i>JG 8/22/16</i>
Approved by City Administrator:	<i>Ron W 8/22/16</i>
Approved as to form by City Atty:	<i>jeremai 8/18/16</i>
Approved by Finance Director:	<i>JF 8/19/16</i>
Approved by Department Head:	<i>AD 8/19/16</i>

Expenditure Required	\$13,400.00	Amount Budgeted	See Fiscal Consideration	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

In 2003, the City purchased Cartegraph software for tracking citizen requests and assigning work orders to Public Works Operations and Wastewater Division. In 2010, the system was upgraded to include modules for tracking City assets such as the inventory and maintenance records. Currently the City is licensed for 50 users to access 60 modules using Cartegraph’s Operations Management System (OMS) software, which is now “cloud-based”. The sewer module is one of the current modules available that will tie the Wastewater Treatment Plant in with the rest of the City’s assets. Eventually sewer mains and manholes will be transferred into the map portion of the system which will be extremely helpful to all departments utilizing Cartegraph.

The proposed purchase authorization provides for completion of a needs assessment for the wastewater utility. The recommendations from the needs assessment will cover work flow, asset management and review data conversion needs and goals from the current antiquated management system.

There will be an additional cost in the future for the implementation of the sewer module into Cartegraph. The additional implementation costs will be presented to council under a future agenda item.

FISCAL CONSIDERATION

This project was unbudgeted for the 2015-2016 biennial budget. However, sufficient funds exist in the projected ending fund balance for Wastewater Operating Professional Services for this agreement.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a purchasing agreement with Cartegraph Systems, Inc., in the amount of \$13,400.00 plus applicable Washington State Sales Tax.

Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** **Customer** agrees to work with **Cartegraph** to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services fee shall occur upon the execution of the Purchase Agreement.
4. **Expenses:** In providing the field services included in this Purchase Agreement, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
5. **Payment Terms:** All payments are due Net 30 days from date of invoice.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

By _____
(Signature)

_____ Randy L. Skemp
(Type or print name)

Title Vice President of Sales

Date _____

City of Gig Harbor

By _____
(Signature)

(Type or print name)

Title _____

Date _____

Cartegraph Systems, Inc.

Addendum B - Field Services (Fee for Service)

The Fee for Field Service Implementation Services as listed in the *Investment Summary* of the Purchase Agreement are specific Cartegraph services which will be delivered to the Customer based on the descriptions below and any descriptions that may be found in the Purchase Agreement's Exhibits. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes. This is an addendum to Customer's Master Agreement #PA358.

Cartegraph – Scope of Work

Cartegraph's scope of work includes the following professional services:

- Cartegraph will provide a three-day (3-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, conducted by a Cartegraph consultant with experience in Water and/or Wastewater Utility domain, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation. Workshop topics may include, but are not limited to, the following reviews:
 - Workflow
 - Request Management, Work Management, Resource Management and Asset Management for a Wastewater Treatment plant.
 - Asset
 - Asset management requirements such as asset attributes, maintenance schedules, and reports.
 - Data Conversion
 - Review of data conversion needs and goals

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Master Agreement or in this Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both Personal Computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's System Requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.

Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Cartegraph Software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

5. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Proposal

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Software or services are required.

BY EXECUTING THIS PURCHASE AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS REVIEWED THE TERMS, CONDITIONS, FEES AND CHARGES PROVIDED HEREIN AND IN THE MASTER AGREEMENT, AS WELL AS ANY OTHER EXHIBITS TO THE MASTER AGREEMENT, AND CUSTOMER AGREES TO BE LEGALLY BOUND BY EACH SUCH AGREEMENT.

Cartegraph Systems, Inc.

City of Gig Harbor

By _____
(Signature)

By _____
(Signature)

Randy L. Skemp

(Type or print name)

(Type or print name)

Title Vice President of Sales

Title _____

Date _____

Date _____



Subject: Street Names – Harbor Hill

Proposed Council Action:

Approve the naming of the streets within the Olympic Property Group’s Harbor Hill Plats S-3 & S-4 as described.

Dept. Origin: Building & Fire Safety
Prepared by: P. Rice - Building Official *PR*
For Agenda of: September 12, 2016
Exhibits: Request Letter & Plat Map

Concurred by Mayor: *JG 8-25-16*
Approved by City Administrator: *Ken W 8/25/16*
Approved as to form by City Atty: N/A
Approved by Finance Director: N/A
Approved by Department Head: *RC 8-24-16*

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

The residential plats of Harbor Hill S-3 & S-4 are located to the South of Borgen Boulevard and East of Harbor Hill Drive. The developer has requested to name two of the streets within the development as:

Yonder Lane & Mercury Lane

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

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

Staff has reviewed the applicable codes and finds the proposed names of the ways of travel within the Harbor Hill S-3 & S-4 Final Plats are appropriate and consistent with City requirements.

FISCAL CONSIDERATION

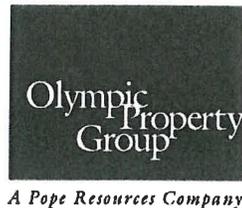
There is no fiscal impact to the City.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the naming of the streets within the Olympic Property Group’s Harbor Hill Plats S-3 & S-4 as described.



August 23, 2016

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

Re: Harbor Hill S-3 through S-4 Final Plat Street Names

Dear Paul:

As you recall the Council previously approved our use of names of Olympic Peaks for street names in Harbor Hill. In response to your request that we name the alleys, we are submitting for consideration the following new street names:

- Yonder Lane
- Mercury Lane

Please see the attached Exhibit showing the streets and names requested. We also understand that the homes fronting on Yonder Lane and Mercury Lane will be addressed as such. If you have any questions, or need any additional information, please contact me at 253-851-7009.

Sincerely,

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

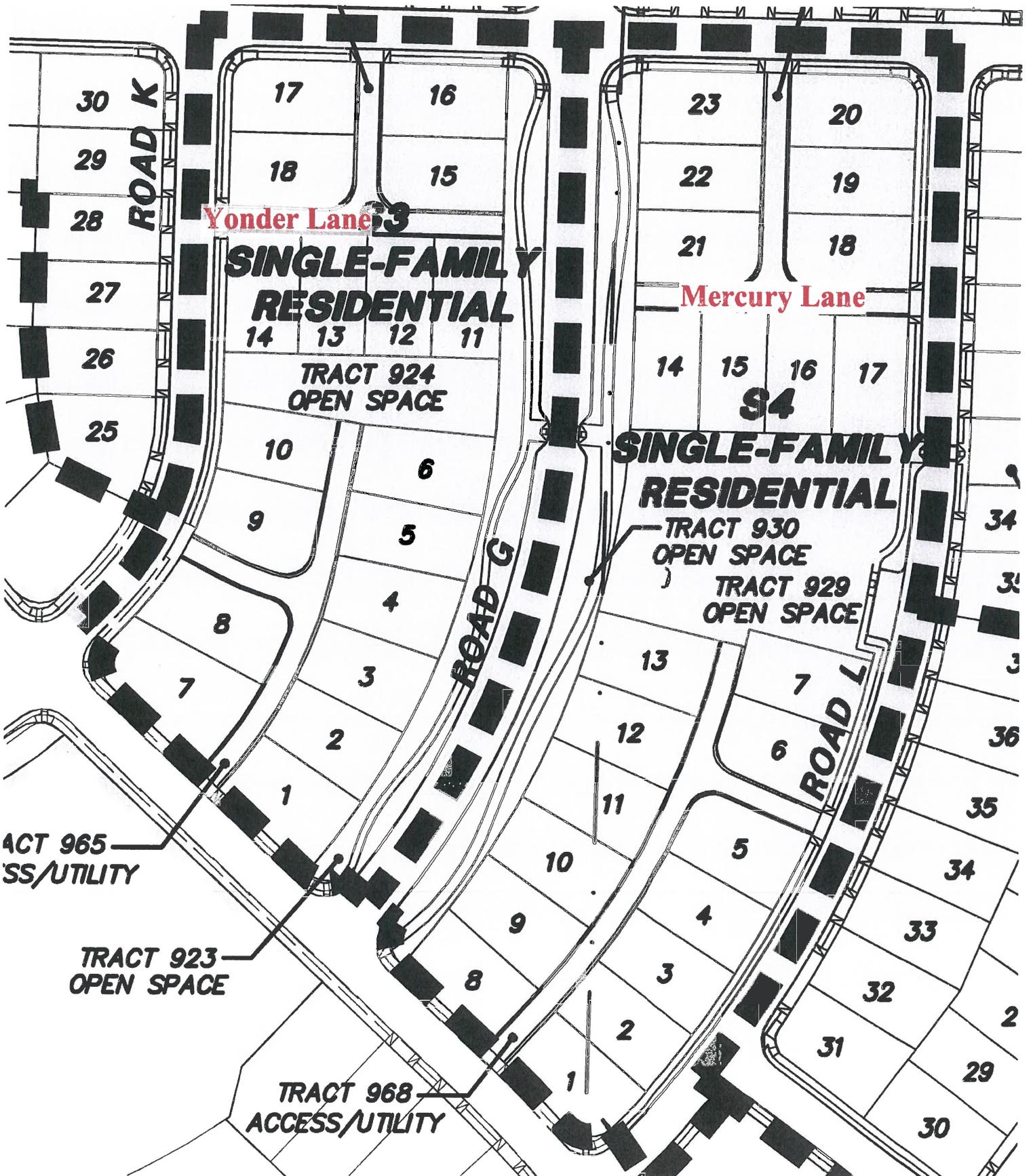
John Chadwell
Vice President – Land Development
Olympic Property Group
A Pope Resources Company
In Gig Harbor since 1869

Cc: Carl DiSimas
Brian Hansen, Triad Associates

**HARBOR
HILL**

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

**HARBOR
HILL**





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

Subject: Dedication of Right-of-Way – The Estates at Gig Harbor Homeowner’s Association

Proposed Council Action:
Approve Dedication of Right-of-Way and authorize the Mayor to sign documents necessary for conveyance.

Dept. Origin: Public Works Engineering

Prepared by: Jeff Langhelm, P.E.
Public Works Director

For Agenda of September 12, 2016

Exhibits: Dedication of Right-of-Way
Vicinity Map

	Initial & Date
Concurred by Mayor:	<u>JG 9-6-16</u>
Approved by City Administrator:	<u>Ron W 9/6/16</u>
Approved as to form by City Atty:	<u>Via email</u>
Approved by Finance Director:	<u>N/A</u>
Approved by Department Head:	<u>[Signature] 9/2/16</u>

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

As required for The Estates at Gig Harbor Phase II Final Plat approval, The Estates at Gig Harbor Homeowner’s Association is providing the City with a Dedication of Right-of-Way at the intersection of North Creek NW and North Creek Loop and is located on parcel number 4002200530. This Right-of-Way dedication will provide public access to the proposed Estates at Gig Harbor Phase II Plat, as conditioned in the SEPA MDNS requirements for the Plat. The dedication consists of 6,453 square feet of land.

BOARD OR COMMITTEE RECOMMENDATION

None

FISCAL CONSIDERATION

None

RECOMMENDATION/MOTION

Approve Dedication of Right-of-Way and authorize the Mayor to sign documents necessary for conveyance.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Dedication of Right-of-Way

Grantor(s) (Last name first, then first name and initials)

The Estates at Gig Harbor Homeowner's Association

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 07 Township 21 Range 02 Quarter 23

Assessor's Property Tax Parcel or Account Number: 4002200530

Reference Number(s) of Documents assigned or released: AFN 200303315003

**DEDICATION OF
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by The Estates at Gig Harbor Homeowner's Association, a Washington non-profit corporation, whose mailing address is c/o HOA Community Solutions, P.O. Box 364, Gig Harbor, WA 98335, as the "Grantor" herein:

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as The Estates at Gig Harbor (AFN 200303315003), Tract D (Parcel Number 4002200530), Gig Harbor, Washington and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement consisting of an existing tract of land that will serve as a connection to the proposed development of Estates at Gig Harbor Phase 2 to be utilized for right-of-way and utility purposes;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to the City, a perpetual, nonexclusive right-of-way easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove right-of-way and right-of-way related improvements and utilities under, over, in, along, across and upon that portion of the Property described in **Exhibit B** attached hereto and incorporated herein (the "Right-of-Way Easement"). The location of the Right-of-Way Easement is shown on the Right-of-Way Easement Location Map attached hereto as **Exhibit C** and incorporated herein.

[Remainder of page intentionally left blank.]

This Dedication of Right-of-Way shall be recorded in the records of the Pierce County Auditor and shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Dedication of Right-of-Way to be executed this _____ day of _____, 2016.

GRANTOR:

THE ESTATES AT GIG HARBOR
HOMEOWNER'S ASSOCIATION

By: ~~HOA COMMUNITY SOLUTIONS~~

Its: president

By: Peggy Porter
Print Name: Peggy Porter
Its: _____

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

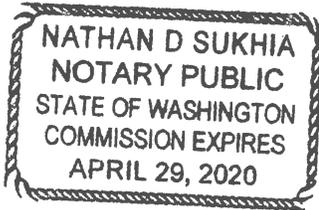
City Attorney

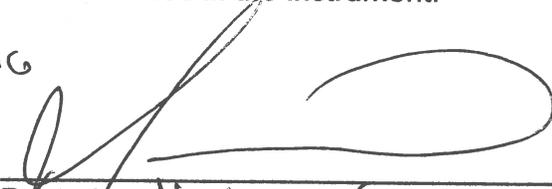
[Notaries on following page.]

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Peggy Potter is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of Escrow BH of HOA COMMUNITY SOLUTIONS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: August 15th 2016




Printed: Nathan Sukhia
Notary Public in and for Washington,
Residing at Gig Harbor, WA
My appointment expires: 4/29/20

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of THE CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
Notary Public in and for Washington,
Residing at _____
My appointment expires: _____

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

TRACT D, THE ESTATES OF GIG HARBOR ACCORDING TO THE PLAT THEREOF RECORDED
MARCH 31, 2003 UNDER RECORDING NO. 200303315003, RECORDS OF PIERCE COUNTY
AUDITOR;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

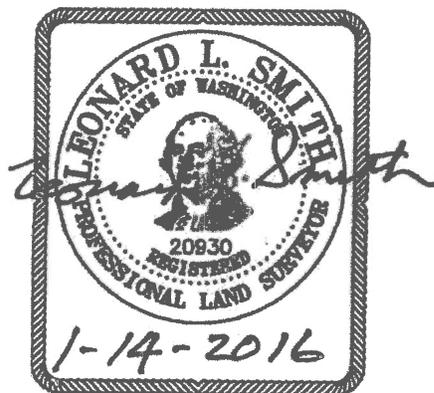
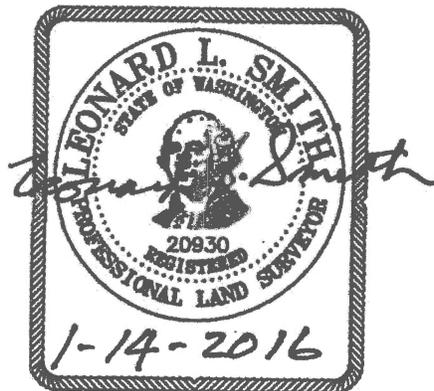


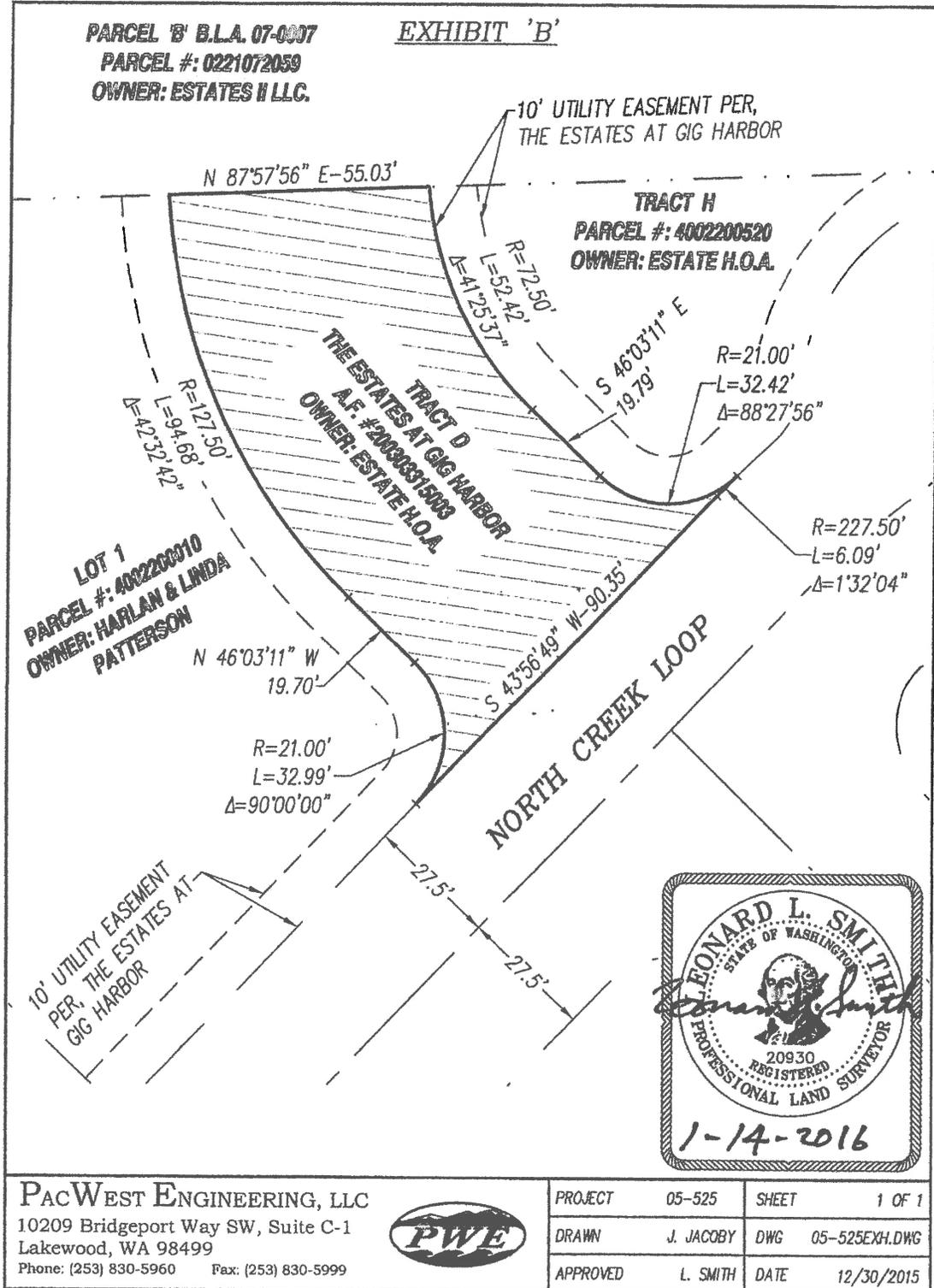
EXHIBIT B
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION

TRACT D, THE ESTATES OF GIG HARBOR ACCORDING TO THE PLAT THEREOF RECORDED
MARCH 31, 2003 UNDER RECORDING NO. 200303315003, RECORDS OF PIERCE COUNTY
AUDITOR;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



**EXHIBIT C
RIGHT-OF-WAY EASEMENT LOCATION MAP**



PACWEST ENGINEERING, LLC
10209 Bridgeport Way SW, Suite C-1
Lakewood, WA 98499
Phone: (253) 830-5960 Fax: (253) 830-5999



PROJECT	05-525	SHEET	1 OF 1
DRAWN	J. JACOBY	DWG	05-525EXH.DWG
APPROVED	L. SMITH	DATE	12/30/2015



REAL ESTATE EXCISE TAX AFFIDAVIT
CHAPTER 82.45 RCW – CHAPTER 458-61A WAC

PLEASE TYPE OR PRINT

This form is your receipt when stamped by cashier.

THIS AFFIDAVIT WILL NOT BE ACCEPTED UNLESS ALL AREAS ON ALL PAGES ARE FULLY COMPLETED

(See back of last page for instructions)

Check box if partial sale of property

If multiple owners, list percentage of ownership next to name.

SELLER GRANTOR	Name <u>The Estates at Gig Harbor Homeowner's Association</u>	BUYER GRANTEE	Name <u>City of Gig Harbor</u>
	Mailing Address <u>P.O. Box 364</u>		Mailing Address <u>3510 Grandview St.</u>
	City/State/Zip <u>Gig Harbor, WA 98335</u>		City/State/Zip <u>Gig Harbor, WA 98335</u>
	Phone No. (including area code) <u>(253) 985-3812</u>		Phone No. (including area code) <u>(253) 853-7617</u>

Send all property tax correspondence to: Same as Buyer/Grantee

Name _____
Mailing Address _____
City/State/Zip _____
Phone No. (including area code) _____

List all real and personal property tax parcel account numbers – check box if personal property	List assessed value(s)
<u>4002200530</u> <input type="checkbox"/>	<u>2,600</u>
_____ <input type="checkbox"/>	_____
_____ <input type="checkbox"/>	_____
_____ <input type="checkbox"/>	_____

Street address of property: Undetermined Situs
This property is located in Gig Harbor

Check box if any of the listed parcels are being segregated from another parcel, are part of a boundary line adjustment or parcels being merged.

Legal description of property (if more space is needed, you may attach a separate sheet to each page of the affidavit)
See Attached

Select Land Use Code(s):
45 - Highway and street right of way
enter any additional codes: _____
(See back of last page for instructions)

	YES	NO
Was the seller receiving a property tax exemption or deferral under chapters 84.36, 84.37, or 84.38 RCW (nonprofit organization, senior citizen, or disabled person, homeowner with limited income)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property designated as forest land per chapter 84.33 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property classified as current use (open space, farm and agricultural, or timber) land per chapter 84.34 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Is this property receiving special valuation as historical property per chapter 84.26 RCW?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If any answers are yes, complete as instructed below.

(1) NOTICE OF CONTINUANCE (FOREST LAND OR CURRENT USE)
NEW OWNER(S): To continue the current designation as forest land or classification as current use (open space, farm and agriculture, or timber) land, you must sign on (3) below. The county assessor must then determine if the land transferred continues to qualify and will indicate by signing below. If the land no longer qualifies or you do not wish to continue the designation or classification, it will be removed and the compensating or additional taxes will be due and payable by the seller or transferor at the time of sale. (RCW 84.33.140 or RCW 84.34.108). Prior to signing (3) below, you may contact your local county assessor for more information.

This land does does not qualify for continuance.

DEPUTY ASSESSOR _____ DATE _____

(2) NOTICE OF COMPLIANCE (HISTORIC PROPERTY)
NEW OWNER(S): To continue special valuation as historic property, sign (3) below. If the new owner(s) does not wish to continue, all additional tax calculated pursuant to chapter 84.26 RCW, shall be due and payable by the seller or transferor at the time of sale.

(3) OWNER(S) SIGNATURE

PRINT NAME

List all personal property (tangible and intangible) included in selling price.

If claiming an exemption, list WAC number and reason for exemption:
WAC No. (Section/Subsection) 458-61A-205(4)
Reason for exemption Street Right-of-Way

Type of Document Dedication of Right-of-Way
Date of Document _____

Gross Selling Price \$	_____	0.00
*Personal Property (deduct) \$	_____	
Exemption Claimed (deduct) \$	_____	
Taxable Selling Price \$	_____	0.00
Excise Tax : State \$	_____	0.00
<u>0.0050</u> Local \$	_____	0.00
*Delinquent Interest: State \$	_____	
Local \$	_____	
*Delinquent Penalty \$	_____	
Subtotal \$	_____	0.00
*State Technology Fee \$	_____	5.00
*Affidavit Processing Fee \$	_____	5.00
Total Due \$	_____	10.00

A MINIMUM OF \$10.00 IS DUE IN FEE(S) AND/OR TAX
*SEE INSTRUCTIONS

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Grantor or Grantor's Agent Peggy Fortes
Name (print) Peggy Fortes
Date & city of signing: August 15, 2016

Signature of Grantee or Grantee's Agent _____
Name (print) Jill Guernsey, Mayor
Date & city of signing: _____

Perjury: Perjury is a class C felony which is punishable by imprisonment in the state correctional institution for a maximum term of not more than five years, or by a fine in an amount fixed by the court of not more than five thousand dollars (\$5,000.00), or by both imprisonment and fine (RCW 9A.20.020 (1C)).





Business of the City Council City of Gig Harbor, WA

Subject: 2016 ADA Improvements Project - Public Works Construction Contract Award and Materials Testing Professional Services Contract

Proposed Council Action:

1. Approve and Authorize the Mayor to execute a Public Works Contract with RV Associates in an amount not exceed \$110,335.00; and
2. Approve and Authorize the City Engineer to approve additional expenditures up to \$10,000.00 to cover any Public Works Contract change orders; and
3. Approve and Authorize the Mayor to execute a Professional Services Contract with Construction testing Laboratories, Inc. in an amount not to exceed \$1,736.00 for Construction Testing Services.

Dept. Origin: Public Works

Prepared by: Trent Ward, PE
Senior Engineer

For Agenda of: September 12, 2016

Exhibits: Public Works Contract & Professional Services Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Dir:

Approved by City Engineer:

Initial &
Date

JG 9-6-16
RWC 9/6/16
For email dated 9/2/16
[Signature] 8/6/16
[Signature] 9/1/16

Expenditure Required	\$122,071.00	Amount Budgeted	\$ 150,000.00	Appropriation Required	\$0
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INFORMATION/BACKGROUND

A budgeted objective for 2015-2016 (Goal 12 of the City's Street Operating Fund) includes the upgrading of City sidewalk ramp facilities that are non-conforming with current ADA accessibility standards.

The City has completed its inventory of all City sidewalk ramp facilities, as part of the draft City's ADA Self-Evaluation & Transition Plan, and has identified the replacement of (8) eight existing, non-complying sidewalk ramps located at the intersection of Borgen Blvd and 51st Ave roundabout.

In May 2016, the City contracted with Exeltech Consulting, Inc. to prepare Construction bid documents for the replacement of the existing non-complying intersection ramps at Borgen and 51st Ave roundabout.

BID RESULTS

The 2016 ADA Improvements Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost was \$90,000. A total of four (4) responsive bid proposals were received by the City of Gig Harbor on August 25, 2016. Bid results from each bidder are summarized below:

BIDDER	TOTAL BID AMOUNT
1. RV Associates	\$ 110,335.00

4. Sound Pacific	\$ 138,695.00
------------------	---------------

FISCAL CONSIDERATION

The 2015-16 City of Gig Harbor Budget includes funding for this work in the Street Division - Capital budget. The budget summary for this item is provided in the table below.

2015-16 Budget for Street Division – Operating Narrative #4	\$ 150,000.00
Anticipated 2015-16 Expenses:	
Professional Services Design Contract – Exeltech Consulting, Inc.	(\$ 53,199.37)
Professional Services Construction Testing – CTL, Inc.	(\$ 1,736.00)
Construction Bid – RV Associates	(\$ 110,335.00)
Change Order Authority for Public Works Contract	(\$ 10,000.00)
Remaining 2015-16 Budget =	- \$25,270.37

- The Finance Department has confirmed that the Streets Operating Fund has sufficient revenues to fund the project costs, which exceed the original budget, by utilizing funds from other Operating Objectives that were not expended in 2015-16.

As additional funds become available in future years, the City will continue, on a routine basis, to replace additional non-compliant intersection curb ramps within the City.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

1. Approve and Authorize the Mayor to execute a Public Works Contract with RV Associates in an amount not exceed \$110,335.00; and
2. Approve and Authorize the City Engineer to approve additional expenditures up to \$10,000.00 to cover any Public Works Contract change orders; and
3. Approve and Authorize the Mayor to execute a Professional Services Contract with Construction Testing Laboratories, Inc. in an amount not to exceed \$1,736.00 for Construction Testing Services.

CONTRACT FORM

CITY OF GIG HARBOR 2016 ADA IMPROVEMENTS PROJECT CSP-1606

THIS AGREEMENT, made and entered into, this ____ day of _____, 2016, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and RV Associates, Inc., hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract, all in accordance with the Technical Specifications, Conditions of the Construction Contract and Supplementary Conditions of the Contract, and shall perform any changes in the Work, all in full compliance with the Project Manual entitled "2016 ADA IMPROVEMENTS PROJECT," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said Project Manual, including the schedule of prices in the "Proposal," the sum One Hundred Ten Thousand, Three Hundred Thirty-Five Dollars and Zero Cents (\$110,335.00) including state sales tax, subject to the provisions of the Project Manual.
2. Work shall commence and contract time shall begin as stated in Section SC-2.04 of the Supplementary Conditions. All Contract Work shall be physically complete as stated in Section 01 12 16.
3. The Contractor agrees to pay the City Liquidated Damages for each and every working day all Work remains uncompleted after expiration of the specified time, as stated in Section 01 12 16.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the Work provided for in this Contract upon the part of the Contractor.
5. The term "Project Manual" shall mean and refer to the following: "Invitation to Bidders," "Bid Form," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Project Manual, including, but not limited to the Standard General Conditions, the Supplementary Conditions and the Technical Specifications.
6. The City agrees to pay the Contractor for materials furnished and Work performed in the manner and at such times as set forth in the Project Manual.

7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY OF GIG HARBOR:

CONTRACTOR:

Jill Guernsey, Mayor
City of Gig Harbor
Date: _____

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CONSTRUCTION TESTING LABORATORIES, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in Special Inspection and Testing Services at the ADA Improvements Project 2016 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 Thousand Seven Hundred Thirty-Six Dollars and Zero Cents (\$1,736.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by 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:
Construction Testing Laboratories
ATTN: Dennis Smith
400 Valley Avenue NE, Suite 102
Puyallup, WA 98372
253-383-8778

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: President

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Construction Testing Laboratories

August 29, 2016

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

Attn: Trent Ward

RE: 2016 ADA Improvements
Special Inspection & Testing Services

Dear Mr. Ward,

I am pleased to submit our proposal to provide special inspection and testing services for the above project.

CERTIFICATIONS:

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA <http://www.a2la.org/scopepdf/1710-01.pdf>, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate, masonry, concrete, and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

ADMINISTRATIVE:

All project management, clerical, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

BASIS OF CHARGES:

Four-hour minimum for inspection and field-testing. One-hour minimum for sampling and cylinder pick-up. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.) Monday through Friday will be charge at 1.5 times the standard rate. Double time for Sundays and holidays. Four-hour minimum for weekends and holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days. Prices are subject to change without notice. Twenty-four (24) hours notice is required to schedule technician(s). Rush Laboratory Testing will be billed at 1½ times the applicable standard rate.

Our highly trained staff would be delighted to assist you in the successful completion of this project. If you have any questions regarding this proposal or if we may be of service, please call or visit our website at www.ctlwa.com.

Sincerely,
Construction Testing Laboratories, Inc. (CTL)

Dennis Smith
Operations Manager
e-mail: denniss@ctlwa.com
cell # 253-732-7575
DMS / am



Construction Testing Laboratories

Consent Agenda - 8
12 of 14
400 Valley Avenue NE
Suite 102
Puyallup, WA 98372
253-383-8778
fax 253-770-8232
www.ctlwa.com

Estimate of Project Costs			
Type of Inspection & Testing	Approximate # of hours/tests	Price per test	Estimated Cost
CONCRETE			
Concrete Technician	16	\$ 81.00	\$ 1,296.00
Concrete Compressive Strength Tests	20	\$ 22.00	\$ 440.00
ESTIMATED CONCRETE COST			\$ 1,736.00
Estimated Total Cost			\$ 1,736.00

Our estimated total cost to provide our inspection and testing services is \$1,736.00. Our proposal is based on the contractor placing two ADA ramps for each night placement. I have reduced our four hour minimum to 3 hours with mileage cost excluded. CTL performs our services only at the request of City of Gig Harbor.



Construction Testing Laboratories

Consent Agenda - 8
13 of 14
400 Valley Avenue NE
Suite 102
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253-383-8778
fax 253-770-8232
www.ctlwa.com

JANUARY 2016 FEE SCHEDULE

TERMS, DEFINITIONS & GENERAL CONDITIONS

- 1 PARTIES & SCOPE OF WORK:** Construction Testing Laboratories, Inc. (herein "CTL") is performing the specific inspection, testing, geotechnical engineering, or other services performed by CTL as described in its proposal accepted by Client, (herein the "Work"), which shall be subject to these Terms, Definitions, and General Conditions. The Client accepts sole responsibility for determining whether the quantity and nature of the Work ordered by Client adequate and sufficient for Client's needs.
- 2 ACCESS TO SITE/NOTIFICATIONS:** Client shall arrange and provide access to the site as required for CTL to perform work. Advance notification for inspection and testing services is the responsibility of Client and/or its Representative. Inspection or testing services should be requested as far in advance as practical (preferably a minimum of two business days notification). CTL, Inc. has not included in its fee and is not responsible for the cost of restitution of damage that may occur due to work performed. Client agrees to indemnify and save CTL harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or proper damage occurring with respect to CTL's work or arising from subsurface or latent conditions or damage to subsurface, lines or conduits. Client, landowner and its agents shall accept sole responsibility to notify appropriate agencies in regard to any hazardous substances discovered by CTL on the project site. CTL is expressly relieved from any obligations to report the presence of hazardous substances to any at all regulatory agencies.
- 3 SCHEDULE OF WORK:** CTL's work will be accomplished in a timely, workmanlike manner by CTL or its sub contractor at the prices of fees quoted. If CTL is required to delay commencement of the work or if it is required to stop or interrupt the progress of its work as a result of changes in scope requested for any reason by the Client, interruptions in the progress of construction, or causes beyond the control of CTL, additional charges will be applicable and payable by the Client.

CTL will provide its professional services to Client, as defined by its scope of work with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed that statements made in CTL reports are opinions based on observations, and should not be construed to be conclusive representations of fact. If conditions different from what are indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTL immediately to authorize further appropriate evaluation.
- 4 PAYMENT:** Client shall be invoiced twice each month for work performed during the preceding month. Client agrees to pay each invoice within 30 days of its receipt. A service charge of 1.5 % per month is added to all delinquent accounts. Where legal action including assertion of lien rights becomes necessary to obtain payment for services provided, Client agrees to pay all collection costs, including reasonable attorney's fees. CTL's final report will not be submitted until all invoices are paid.
- 5 INDEMNITY:** CTL, Inc. agrees to indemnify and hold Client harmless from any and all claims; suits, costs and expenses subject the foregoing limitations, including reasonable attorney's fees and court costs, but only to the extent of CTL's negligence. Client shall provide same protection to CTL to the extent of its negligence. In the event that Client or its principals shall bring suit, cause of action, claim or counterclaim against CTL, the party initiating such action shall pay to CTL the costs and expenses incurred by CTL to investigate, answer and defend itself including reasonable attorney's fees, witness fees and court costs to the extent that CTL shall prevail in such suit. Notwithstanding in performing services of work, Client and all parties claiming as a result thereof agree that the maximum aggregate amount of liability of CTL and its officers, employees and agents shall be limited to the total of the fee paid to CTL for its work. CTL may engage the services of other contractors/consultants on behalf of Client to provide professional services. CTL shall be held harmless, and assumes no liability, for the services of said contractor/consultant. As such, CTL shall be held harmless from any claim which may arise out of the actions of the contractor/consultant.
- 6 PROVISIONS:** All quotations are based upon standard non-overtime hourly rates. If unforeseen circumstances cause CTL to work on Saturdays, Sundays or after 16:30 hr. and in excess of eight hours Monday thru Friday, the non-overtime rates quoted will be multiplied by 1.5 to establish the correct overtime rate. Unless otherwise agreed, this proposal terminates in 60 calendar days from the date if issue accepted in writing within said 60 days. CTL may dispose of project inspection files after a period of seven years. Client may request in writing to extend the file retention period to obtain custody in lieu of disposal, subject to mutual agreement upon a retention/custody agreement, including fees to be paid CTL.



Construction Testing Laboratories

Consent Agenda - 8
400 Valley Avenue #4 of 14
Suite 102
Puyallup, WA 98372
253-383-8778
fax 253-770-8232
www.ctlwa.com

JANUARY 2016 FEE SCHEDULE

TERMS, DEFINITIONS & GENERAL CONDITIONS

- 7 ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties and there are no representations, warranties or understandings made other than those as set forth herein. This agreement may be modified only in writing, signed by each of the parties. No work can be performed prior to written acceptance of this proposal. Any controversy of claim arising out of or relating to Terms and General Conditions or breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof. Any such arbitration shall take place in Tacoma, Washington. The prevailing party, as determined by the Arbitrator, shall be awarded its costs and reasonable attorney's fees.
- 8 SUBCONTRACTORS:** CTL subcontracts to Certified Inspection Services for the magnetic particle and ultrasonic testing of welds. CTL subcontracts to Spectra Laboratories for analytical testing. CTL reviews subcontractors report for content only.

TERM OF SALE

PAYMENT DUE DATE	All invoices are "NET" and payment is due on the 30 th day following the invoice date, unless otherwise stated on the application invoice. An account is considered past due on the 31 st day following date of invoice.
PAST DUE ACCOUNT	All accounts not paid by due date may be subject to suspension. A late charge of 1.5% (18% per month annual) will be imposed on past due accounts. Customers agree to pay all attorneys' fee and costs of collection.

I / We understand and agree to the foregoing terms of sale and authorize you to obtain such information as you may require concerning this application.

ACKNOWLEDGEMENT/ACCEPTANCE OF FEE SCHEDULE and TERMS, DEFINITIONS, TERM OF SALES and GENERAL CONDITIONS

Upon acceptance, please sign and return at your earliest convenience. Also our office will mail you a letter of mail distribution so copies of reports can be sent to your Engineers/Owners if you so desire.

Agreed of this _____ day of _____

ACCEPTED BY _____ PLEASE PRINT

SIGNATURE _____ PLEASE SIGN

TITLE _____ PERSON'S TITLE

FIRM NAME _____ COMPANY NAME

FIRM ADDRESS _____ BILLING / MAILING ADDRESS

PROJECT NAME _____ PLEASE PRINT

JOBSITE ADDRESS _____

CONTACT INFO.

CELL PHONE NO. _____ OFFICE PHONE NO. _____ OFFICE FAX NO. _____

EMAIL ADDRESS _____

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

TO: MAYOR OF GIG HARBOR

August 31, 2016

SPECIAL OCCASION #: 092905

HARBOR WILD WATCH
3110 JUDSON ST PMB #99
GIG HARBOR WA 98335

DATE: OCTOBER 13, 2016

TIME: 6 PM TO 8:30 PM

PLACE: THE CLUB AT THE BOATYARD - 3117 HARBORVIEW DR, GIG HARBOR

CONTACT: JENNIFER BEARD (DOB 8.18.72) 253-514-0187

SPECIAL OCCASION LICENSES

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

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

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

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

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

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



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

Subject: Kimball Drive and Hunt Street Overlay Project – Construction Contract Award

Dept. Origin: Public Works/Engineering

Proposed Council Action: Approve and authorize the Mayor to:

Prepared by: Emily Appleton, P.E. *EA 9.6.16*
Senior Engineer

Approve and authorize the Mayor to execute a Public Works Contract with Granite Construction Company in an amount not to exceed \$464,500.00 for the Kimball Drive and Hunt Street Overly Project and authorize the City Engineer to approve additional expenditures up to \$15,000 to cover any cost increases that may result from contract change orders.

For Agenda of: September 12, 2016

Exhibits: Public Works Contract

Initial &
Date

Concurred by Mayor:

BR 9/8/16

Approved by City Administrator:

RNW 9/7/16

Approved as to form by City Atty:

email 9-6-16

Approved by Finance Director:

JP 9/7/16

Approved by Public Works Director:

PO 9/6/16

Approved by City Engineer:

EB 9-6-16

Expenditure Required	\$479,500	Amount Budgeted	\$ 390,000	Appropriation Required	\$0.00
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INFORMATION/BACKGROUND

The Kimball Drive and Hunt Street Overlay project (Project). Staff prepared the design and construction contract documents in house and received a pavement preservation grant in the amount of \$331,000 to help fund the construction phase of the Project. The Project was advertised on August 11, 2016 and bids were opened on September 1, 2016.

BID RESULTS

The Project was bid using the City's Public Works Bidding process. On September 1, 2016, the City received three (3) bids for the Project. The Engineer's Opinion of Probable Cost was \$456,000. One bidder was determined to be non-responsive having failed to meet the DBE goal and not submitting the necessary Good Faith Effort documentation. Bid results from each bidder are summarized below.

BIDDER	TOTAL BID AMOUNT
1. Granite Construction Company	\$464,500.00
2. Tucci & Sons, Inc.	\$509,386.00
3. Puget Paving & Construction, Inc.	Non-Responsive

FISCAL CONSIDERATION

The project is included in the 2015/16 Budget, under the Street Capital Fund. A budget summary is

shown in the table below:

2015/16 Budget for Parks Development, Objective No. 7:	\$390,000
Project Expenses:	
Estimated amounts reimbursable to WSDOT for special inspections:	(\$ 1,500)
Estimated amount for Testing and Inspection Services Contract:	(\$ 3,000)
Estimated amounts for Public Outreach:	(\$ 1,500)
Estimated Remaining Budget for Construction Contract:	\$ 384,000
Award Construction Contract to Granite Construction Company:	(\$464,500)
Change Order Authority Amount:	(\$ 15,000)
Total Remaining Budget:	(\$ 95,500)

Despite the budget shortage shown above, sufficient funds exist in Street Capital Fund to cover all project expenses noted.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Public Works Contract with Granite Construction Company in an amount not to exceed \$464,500.00 for the Kimball Drive and Hunt Street Overlay Project and authorize the City Engineer to approve additional expenditures up to \$15,000 to cover any cost increases that may result from contract change orders.

**CITY OF GIG HARBOR
PUBLIC WORKS CONTRACT
KIMBALL DRIVE AND HUNT STREET OVERLAY PROJECT
FEDERAL-AID NO. STPUL-3329(001)
CITY PROJECT NO. CSP-1602**

THIS AGREEMENT, made and entered into, this ____ day of _____, 201_, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Granite Construction Company, organized under the laws of the State of California, located and doing business at 1525 E. Marine View Drive, Everett, Washington 98201, hereinafter called the "Contractor."

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of minor pavement repair and pavement overlay of the existing Kimball Drive and Hunt Street between Pioneer Way and Soundview Drive including upgrades to existing crosswalks and sidewalk ramps to comply with ADA requirements. The work also includes the installation of rectangular rapid flash beacons and associated signage along with removal of an existing in-ground lighted crosswalk system and other work, all in accordance with the attached Contract Plans, these Special Provisions, and the Standard Specifications, including the schedule of prices in the "Proposal," the sum of Four Hundred Sixty-four Thousand Five Hundred Dollars and Zero Cents (\$464,500.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given in accordance with Section 1-08.4 of Contract Documents. The Contractor shall commence construction activities on the project site in accordance with Section 1-08.4 of the Contract Documents. Contract time shall begin in accordance with Section 1-08.5 of Contract Documents. Work shall be substantially complete in accordance with Section 1-08.5 of the Contract Documents.
2. The Contractor agrees to pay the City for liquidated damages incurred according to Section 1-08.9 of the Contract Documents per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2016 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions, MUTCD, WSDOT Standard Plans and City of Gig Harbor Public Works Standards.

- 5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

 Jill Guernsey, Mayor
 City of Gig Harbor
 Date: _____

 (Signature of Official)

 (Print Name)

 (Title)
 Date: _____

ATTEST:

 City Clerk

APPROVED FOR FORM:

 City Attorney



Business of the City Council
City of Gig Harbor, WA

Subject: Partial Release and Termination of Easement – Olympic Drive Properties LLC

Proposed Council Action:
Authorize the Mayor to execute the Partial Release and Termination of Easement

Dept. Origin: Engineering Department

Prepared by: Willy Hendrickson *WJH*
Engineering Technician

For Agenda of September 12, 2016

Exhibits: Partial Release and Termination of Easement

	Initial & Date
Concurred by Mayor:	<i>SG 9-12-16</i>
Approved by City Administrator:	<i>RHW 9/9/16</i>
Approved as to form by City Atty:	Via email
Approved by Finance Director:	N/A
Approved by Department Head:	<i>DD 9/9/16</i>

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

The City presently holds a stormwater easement interest in property undergoing review for redevelopment (Towne Plaza II Binding Site Plan, PL-BSP-16-001) by way of a Storm Sewer Easement recorded in 1982 under Pierce County Auditor’s File No. 8206150160. The Binding Site Plan application for Towne Plaza II proposes a building to be constructed over the current stormwater easement, and a new storm drainage system has been designed eliminating the need for that portion of the City’s 1982 easement. As a condition of the Towne Plaza II Binding Site Plan, a Partial Release and Termination of Easement is required to relinquish the portion of the Storm Sewer Easement no longer needed. Through approval of the Binding Site Plan the City will obtain a new stormwater easement in alignment with the new storm drainage system. As such, the City has no need for the former easement property and relinquishment is appropriate.

BOARD OR COMMITTEE RECOMMENDATION

None

FISCAL CONSIDERATION

None

RECOMMENDATION/MOTION

Authorize the Mayor to execute the Partial Release and Termination of Easement.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Partial Release and Termination of Easement

Grantor(s) (Last name first, then first name and initials)

City of Gig Harbor

Grantee(s) (Last name first, then first name and initials)

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Section 17, Township 21, Range 02, Quarter 31

Assessor's Property Tax Parcel or Account Number(s): 0221177043, 0221177055

Reference Number(s) of Documents assigned or released: AFN 8206150160

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

Source: Pierce County Assessor's Office

Parcel Number 0221177043

Section 17 Township 21 Range 02 Quarter 31 : LOT 1 OF SHORT PLAT 94-08-09-0381 TOG/W EASE & RESTRICTIONS OF REC LESS NLY 5 FT THEREOF TAKEN FOR ADD RD R/W AS PER ETN Q871437 OUT OF 3-087 & 3-088 SEG G-0239 SG 09-12-94 SG

Parcel Number 0221177055

Section 17 Township 21 Range 02 Quarter 31 : L 4 S P 2000-08-21-5001 TOG/W EASE & RESTRICTIONS OF REC OUT OF 7-051 SEG M-0193 MM 9/12/00 MM

**EXHIBIT B
RELEASE LEGAL DESCRIPTIONS**

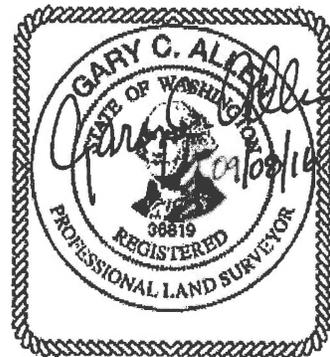
Source: Baseline Engineering
Parcel Number 0221177055

**PRIVATE STORM DRAINAGE EASEMENT
RELINQUISHMENT OF PARCEL 'A' (AF#8206150160)
LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17,
THENCE NORTH 88°19'34" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 690.02 FEET TO THE WEST LINE OF THE PLAT OF HOLLYTOWN, AS PER MAP THEREOF RECORDED IN BOOK 12 OF PLATS, PAGE 21, RECORDS OF PIERCE COUNTY, WASHINGTON;
THENCE SOUTH 02°05'42" WEST ALONG THE WEST LINE OF SAID PLAT OF HOLLYTOWN, 438.00 FEET;
THENCE NORTH 87°54'18" WEST A DISTANCE OF 374.00 FEET;
THENCE SOUTH 02°05'42" WEST A DISTANCE OF 10.00 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 02°05'42" EAST A DISTANCE OF 10.00 FEET;
THENCE NORTH 10°50'00" WEST A DISTANCE OF 185.98 FEET;
THENCE SOUTH 76°26'01" WEST A DISTANCE OF 173.60 FEET MORE OR LESS TO THE EASTERLY RIGHT-OF-WAY OF OLYMPIC DRIVE;
THENCE SOUTHERLY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OLYMPIC DRIVE 260 FEET MORE OR LESS TO A POINT THAT BEARS NORTH 87°54'18" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°54'18" EAST A DISTANCE OF 75 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

Prepared by: **BASELINE** Engineering, Inc.
Date: Sept. 7, 2016
Project No.: 12-097
Filename: STRM DRN
ESMNT_RELINQ_PARCEL A.doc



Parcel Number 0221177043

**PRIVATE STORM DRAINAGE EASEMENT
RELINQUISHMENT OF A PORTION OF PARCEL 'B' (AF#8206150160)
LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 17,
THENCE NORTH 88°19'34" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 690.02 FEET TO THE WEST LINE OF THE PLAT OF HOLLYTOWN, AS PER MAP THEREOF RECORDED IN BOOK 12 OF PLATS, PAGE 21, RECORDS OF PIERCE COUNTY, WASHINGTON;
THENCE SOUTH 02°05'42" WEST ALONG THE WEST LINE OF SAID PLAT OF HOLLYTOWN, 426.00 FEET;
THENCE NORTH 02°05'42" EAST ALONG SAID WEST LINE A DISTANCE OF 7.50 FEET;
THENCE NORTH 87°54'18" WEST A DISTANCE OF 337.16 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 10°50'00" WEST A DISTANCE OF 102.41 FEET;
THENCE SOUTH 79°10'00" WEST A DISTANCE OF 40.50 FEET;
THENCE SOUTH 10°50'00" EAST A DISTANCE OF 15.00 FEET;
THENCE NORTH 79°10'00" EAST A DISTANCE OF 25.50 FEET;
THENCE SOUTH 10°50'00" EAST A DISTANCE OF 83.96 FEET MORE OR LESS TO A POINT WHICH BEARS NORTH 87°54'18" WEST FROM THE TRUE POINT OF BEGINNING;
THENCE SOUTH 87°54'18" EAST A DISTANCE OF 15.39 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

Prepared by: **BASELINE** Engineering, Inc.
Date: Sept. 7, 2016
Project No.: 12-097
Filename: STRM DRN
ESMNT_RELINQ_PARCEL B.doc

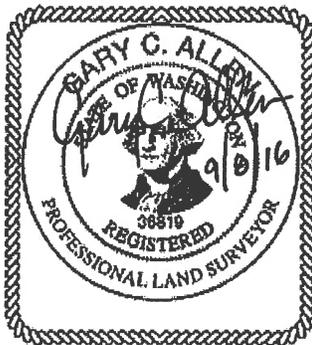
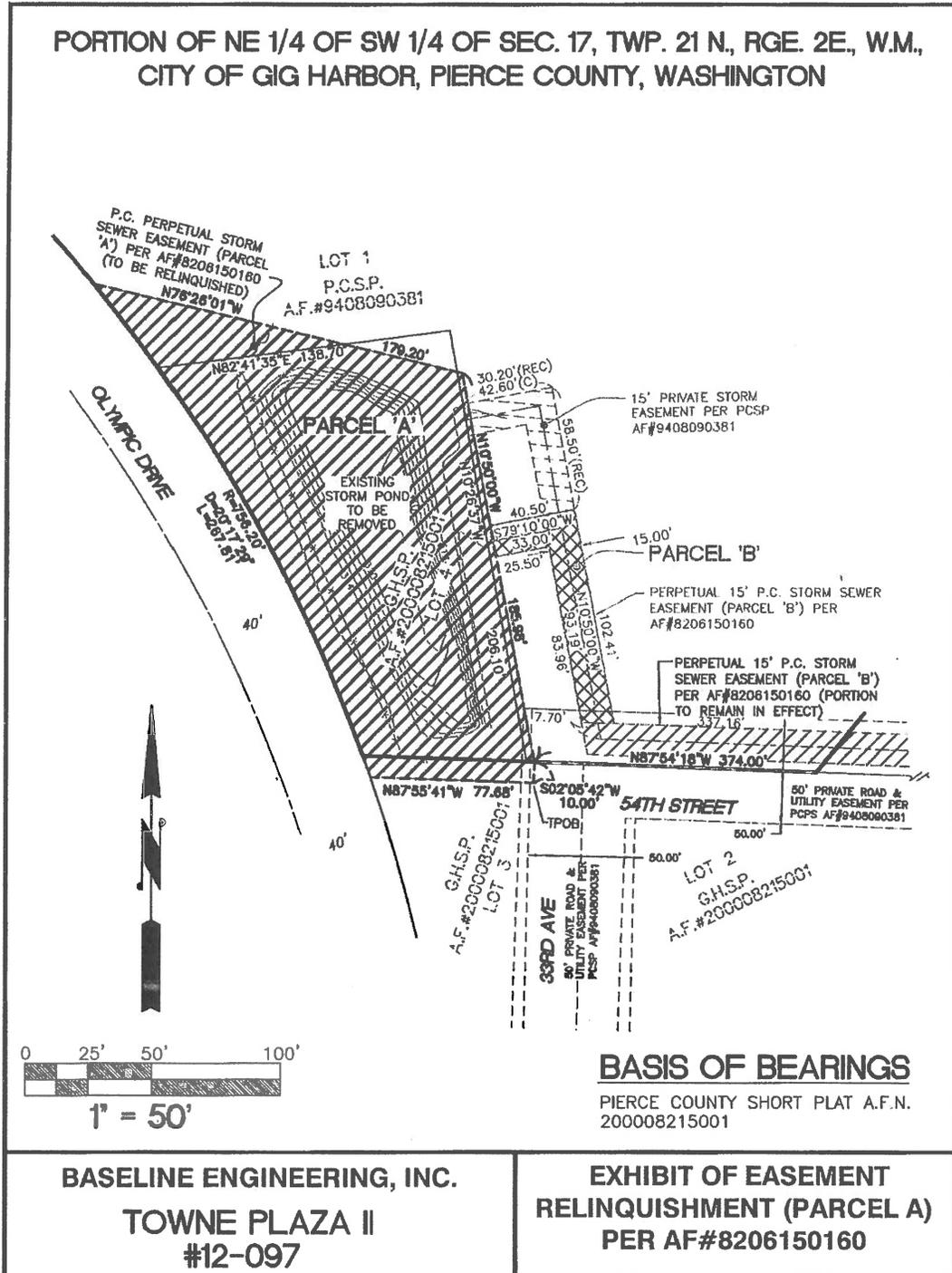
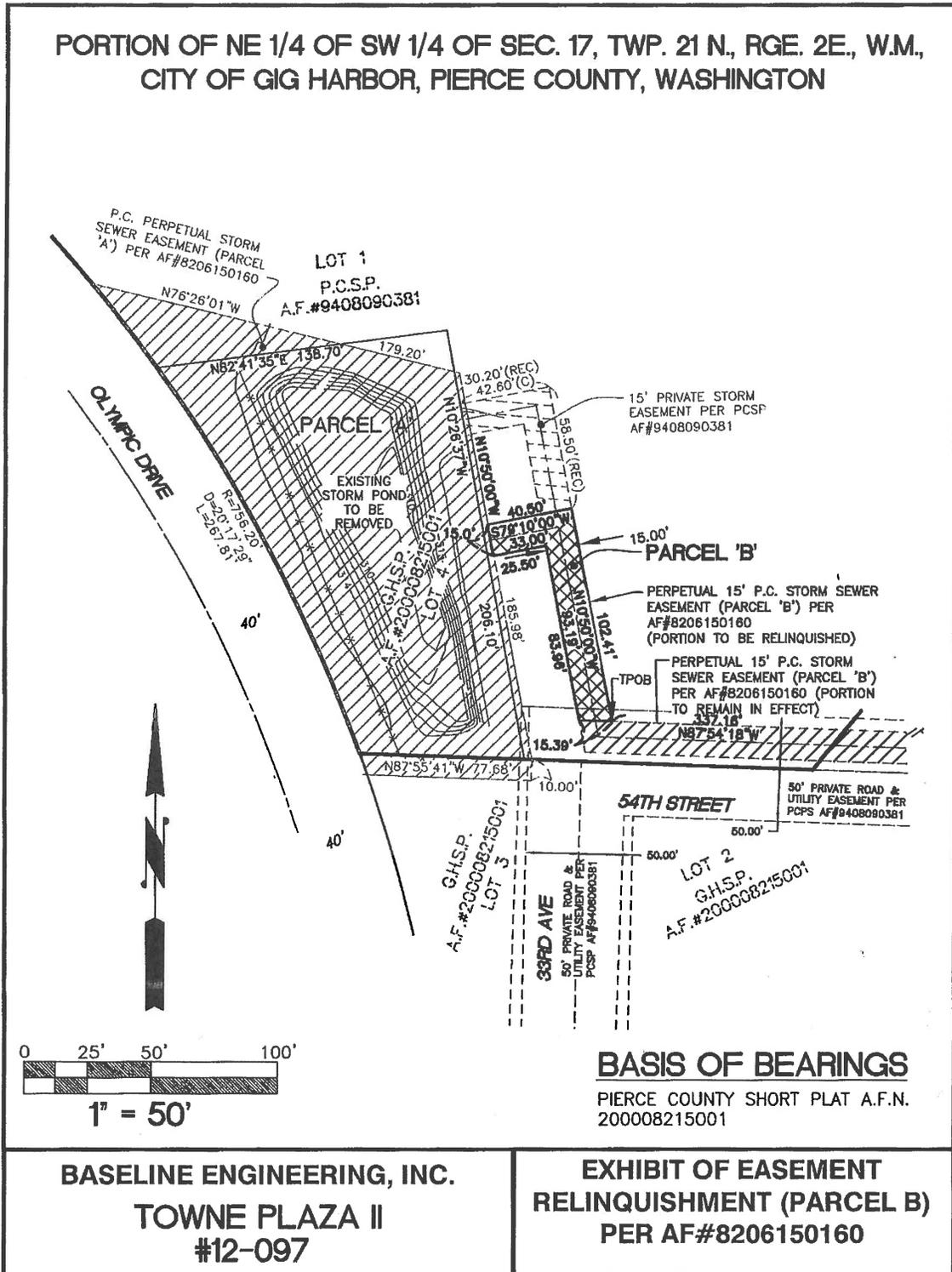


EXHIBIT C
RELEASE LOCATION MAP
AFN 8206150160

Parcel A



Parcel B





Subject: Proposed contract for fire-Extinguisher inspections, Fire Alarm monitoring and inspection services

Proposed Council Action: Approve and authorize the Mayor to execute a contract with Guardian Security Fire and Property Protection company to perform certain Inspection and monitoring services

Dept. Origin: Administration

Prepared by: Ron Williams

For Agenda of: September 12, 2016

Exhibits: Contract and schedules

Concurred by Mayor:	Initial & Date JG 8-23-16
Approved by City Administrator:	Ron W 8/23/16
Approved as to form by City Atty:	Per Email 8/23/16
Approved by Finance Director:	[Signature] 8/23/16
Approved by Department Head:	_____

Expenditure	See Fiscal Consideration below
<u>\$0</u>	

CURRENT STATUS: Fire alarm monitoring uses a dedicated phone line

PROPOSED CHANGE: The proposed contract uses a radio system which means the city can terminate some phone lines, saving money

GOAL: Have a reliable fire alarm monitoring system while saving the citizens over \$2,000 per year

INFORMATION / BACKGROUND

The city was approached by agents of the Guardian Security company to upgrade our systems for fire alarm monitoring and fire extinguisher inspections among other related services. Guardian Security uses a radio system for monitoring which allows the city to do away with dedicated telephone lines currently used for the monitoring system in place at the city. The projected annual savings for the system with Guardian is \$2,520 per year. We contacted the current contractor, and one other and invited them to submit bids to do this work, but neither of their bids were as low as Guardian's proposal.

FISCAL CONSIDERATION

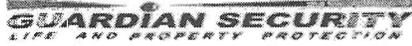
This new contract is projected to save the city \$2,520 per year.

New Business - 1

Page 2 of 7

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute the contract with the Guardian Security Company for fire alarm inspection and monitoring services.



Contractor License #: GUARD SS161N9

◆ 1743 First Avenue So,
Seattle, WA 98134
Tel: 206-622-6545

◇ 1501 Kentucky Street
Bellingham, WA 98229
Tel: 360-647-0110

◇ 9435 Provost Rd
NW Silverdale, WA 98383
Tel: 360-692-3738

BILL TO:	CUSTOMER NAME:	City of Gig Harbor	DATE:	5-4-16
	ADDRESS:	3510 Grandview St. NW	CITY:	Gig Harbor
	CONTACT:	Ron Williams	STATE:	WA
			EMAIL:	williamsr@cityofgigharbor.net
			PHONE:	253-851-6127
SITE:	BUILDING NAME:	Gig Harbor Civic Center	ZIP:	98335
	ADDRESS:	3510 Grandview St. NW	CITY:	Gig Harbor
	CONTACT:	Rob Davis	STATE:	WA
			EMAIL:	davis@cityofgigharbor.net
			PHONE:	253-853-7699

FIRE ALARM CONFIDENCE TESTING AND SERVICE AGREEMENT

This service agreement is between Guardian Security Systems, Inc. ("Guardian Security") and City of Gig Harbor "Customer" as an agent for the Owner is governed by the attached "General Terms and Conditions" sheet and provides for the maintenance, servicing and confidence testing of the fire alarm systems and equipment, sprinkler systems, backflow, and portable extinguishers at the facility indicated above. The following equipment is covered by this agreement:

FIRE ALARM SYSTEM

1. Fire Alarm Devices:

FACP: **Notifier AM 2020**

	<u>Quantity:</u>	<u>Inspection Frequency:</u>	<u>Month Due</u>
Annunciator	1	Annual	OCT
Power supply	3	Annual	<u>Year Last Performed</u>
Horns, bells, chime	44	Annual	2015
Horns / strobes			
Strobes	56	Annual	
Smoke detectors	141	Annual	
Heat detectors	5	Annual	
Duct detectors			
Beam Detectors	6	Annual	
Smoke Damper			
Sprinkler flow switch	1	Annual	
Sprinkler supervisory switch	3	Annual	
Manual pull station	18	Annual	
Automatic door release	4	Annual	
Automatic door unlocks			
Elevator recall			
Other: Ventilation Control/Fan Shut off	6	Annual	
Other: Trouble Indicators	2	Annual	

FIRE ALARM ANNUAL COST: \$ 1,164.00

2. SPRINKLER SYSTEMS

	<u>\$ Unit Cost</u>	<u>Quantity</u>		<u>Month Due</u>
Wet system	\$ 150	1.00	\$ 150.00	October
Dry system	\$ 0	0.00	\$ 0.00	
Pre-Action system	\$ 0	0.00	\$ 0.00	
Anti-Freeze system	\$ 0	0.00	\$ 0.00	
3. BACK FLOW TESTING	\$ 45	2.00	\$ 90.00	October
4. PORTABLE EXTINGUISHER				
Annual certification Rag & Tag	\$ 5	15.00	\$ 75.00	October
5. KITCHEN SUPPRESSION SYSTEM:				
Se-mi annually inspection	\$ 0	0.00	\$ 0.00	
6. FIRE PUMP TESTING	\$ 0	0.00	\$ 0.00	
7. SHAFT PRESSURIZATION	\$ 0	0.00	\$ 0.00	
8. GENERATOR TESTING	\$ 300	1.00	\$ 300.00	
9. Other	\$ 0	0.00	\$ 0.00	

TOTAL ANNUAL COST: \$ 1,779.00

NOTES: Inspections to be completed each contract year in the 4th quarter.

This agreement shall commence on the date of execution for a term of 5 years and thereafter shall continue from month to month until terminated. Either party may terminate this agreement following the initial term with 30 days written notice.

GUARDIAN SECURITY SYSTEMS, INC.

BY: _____
TITLE: _____

CLIENT:

BY: _____
TITLE: _____
P.O. # _____ START DATE: _____



◆ 1743 First Avenue So,
Seattle, WA 98134
Tel: 206-622-6545

◇ 1501 Kentucky Street
Bellingham, WA 98229
Tel: 360-647-0110

◇ 9435 Provost Rd
NW Silverdale, WA 98383
Tel: 360-692-3738

Contractor License #: GUARD SS161N9

BILL TO:	CUSTOMER NAME:	City of Gig Harbor	DATE:	5-4-16
	ADDRESS:	3510 Grandview St. NW	CITY:	Gig Harbor
			STATE:	WA
	CONTACT:	Ron Williams	EMAIL:	williamsr@cityofgigharbor.net
			PHONE:	253-851-6127
SITE:	BUILDING NAME:	Eddon Boat Bldg.	ZIP:	98335
	ADDRESS:	3805 Harborview Dr.	CITY:	Gig Harbor
			STATE:	WA
	CONTACT:	Rob Davis	EMAIL:	davis@cityofgigharbor.net
			PHONE:	253-853-7699

FIRE ALARM CONFIDENCE TESTING AND SERVICE AGREEMENT

This service agreement is between Guardian Security Systems, Inc. ("Guardian Security") and City of Gig Harbor "Customer" as an agent for the Owner is governed by the attached "General Terms and Conditions" sheet and provides for the maintenance, servicing and confidence testing of the fire alarm systems and equipment, sprinkler systems, backflow, and portable extinguishers at the facility indicated above. The following equipment is covered by this agreement:

FIRE ALARM SYSTEM

1. Fire Alarm Devices:

	<u>Quantity:</u>	<u>Inspection Frequency:</u>	<u>Month Due</u>
FACP: Gamewell 7100-1D	1	Annual	OCT
Annunciator	1	Annual	
Power supply	1	Annual	<u>Year Last Performed</u>
Horns, bells, chime	13	Annual	2015
Horns / strobes			
Strobes	14	Annual	
Smoke detectors	5		
Heat detectors			
Duct detectors			
Beam Detectors			
Smoke Damper			
Sprinkler flow switch	1	Annual	
Sprinkler supervisory switch	3	Annual	
Manual pull station	2	Annual	
Automatic door release			
Automatic door unlocks			
Elevator recall			
Other:			
Other:			
FIRE ALARM ANNUAL COST:		\$ 255.00	

2. SPRINKLER SYSTEMS

	<u>\$ Unit Cost</u>	<u>Quantity</u>		<u>Month Due</u>
Wet system	\$ 0	0.00	\$ 0.00	
Dry system	\$ 250	1.00	\$ 250.00	October
Pre-Action system	\$ 0	0.00	\$ 0.00	
Anti-Freeze system	\$ 0	0.00	\$ 0.00	
3. BACK FLOW TESTING	\$ 45	2.00	\$ 90.00	October
4. PORTABLE EXTINGUISHER				
Annual certification Rag & Tag	\$ 5	10.00	\$ 50.00	October
5. KITCHEN SUPPRESSION SYSTEM:				
Se-mi annually inspection	\$ 0	0.00	\$ 0.00	
6. FIRE PUMP TESTING	\$ 0	0.00	\$ 0.00	
7. SHAFT PRESSURIZATION	\$ 0	0.00	\$ 0.00	
8. GENERATOR TESTING	\$ 0	0.00	\$ 0.00	
9. Other	\$ 0	0.00	\$ 0.00	
TOTAL ANNUAL COST:			\$ 645.00	

NOTES: Inspections to be completed in the 4th quarter of each contract year.

This agreement shall commence on the date of execution for a term of five years, and thereafter shall continue from month to month until terminated. Either party may terminate this agreement following the initial term with 30 days written notice.

GUARDIAN SECURITY SYSTEMS, INC.

BY: _____
TITLE: _____

CLIENT:

BY: _____
TITLE: _____
P.O. # _____ START DATE: _____



Contractor License #: GUARD SS161N9

◆ 1743 First Avenue So,
Seattle, WA 98134
Tel: 206-622-6545

◇ 1501 Kentucky Street
Bellingham, WA 98229
Tel: 360-647-0110

◇ 9435 Provost Rd
NW Silverdale, WA 98383
Tel: 360-692-3738

BILL TO:	CUSTOMER NAME:	City of Gig Harbor	DATE:	5-4-16
	ADDRESS:	3510 Grandview St. NW	CITY:	Gig Harbor
			STATE:	WA
	CONTACT:	Ron Williams	EMAIL:	williamsr@cityofgigharbor.net
			PHONE:	253-851-6127
SITE:	BUILDING NAME:	City of Gig Harbor Shop	ZIP:	98335
	ADDRESS:	5118 89th st	CITY:	Gig Harbor
			STATE:	WA
	CONTACT:	Rob Davis	EMAIL:	davis@cityofgigharbor.net
			PHONE:	253-853-7699

FIRE ALARM CONFIDENCE TESTING AND SERVICE AGREEMENT

This service agreement is between Guardian Security Systems, Inc. ("Guardian Security") and City of Gig Harbor "Customer" as an agent for the Owner is governed by the attached "General Terms and Conditions" sheet and provides for the maintenance, servicing and confidence testing of the fire alarm systems and equipment, sprinkler systems, backflow, and portable extinguishers at the facility indicated above. The following equipment is covered by this agreement:

FIRE ALARM SYSTEM

1. Fire Alarm Devices:

	<u>Quantity:</u>	<u>Inspection Frequency:</u>	<u>Month Due</u>
FACP: local			OCT
Annunciator			
Power supply			<u>Year Last Performed</u>
Horns, bells, chime	3	Annual	2015
Horns / strobes			
Strobes			
Smoke detectors	12	Annual	
Heat detectors			
Duct detectors			
Beam Detectors			
Smoke Damper			
Sprinkler flow switch			
Sprinkler supervisory switch			
Manual pull station			
Automatic door release			
Automatic door unlocks			
Elevator recall			
Other:			
Other:			
FIRE ALARM ANNUAL COST:		\$ 245.00	

2. SPRINKLER SYSTEMS

	<u>\$ Unit Cost</u>	<u>Quantity</u>	<u>\$</u>	<u>Month Due</u>
Wet system	\$ 0	0.00	\$ 0.00	
Dry system	\$ 0	0.00	\$ 0.00	
Pre-Action system	\$ 0	0.00	\$ 0.00	
Anti-Freeze system	\$ 0	0.00	\$ 0.00	
3. BACK FLOW TESTING	\$ 0	0.00	\$ 0.00	
4. PORTABLE EXTINGUISHER				
Annual certification Rag & Tag	\$ 5	60.00	\$ 300.00	October
5. KITCHEN SUPPRESSION SYSTEM:				
Se-mi annually inspection	\$ 0	0.00	\$ 0.00	
6. FIRE PUMP TESTING	\$ 0	0.00	\$ 0.00	
7. SHAFT PRESSURIZATION	\$ 0	0.00	\$ 0.00	
8. GENERATOR TESTING	\$ 0	0.00	\$ 0.00	
9. Other	\$ 0	0.00	\$ 0.00	
TOTAL ANNUAL COST:			\$ 545.00	

NOTES: Inspections to be performed in the 4th quarter of each contract year

This agreement shall commence on the date of execution for a term of five years, and thereafter shall continue from month to month until terminated. Either party may terminate this agreement following the initial term with 30 days written notice.

GUARDIAN SECURITY SYSTEMS, INC.

BY: _____
TITLE: _____

CLIENT:

BY: _____
TITLE: _____
P.O. # _____ START DATE: _____

LIFE AND PROPERTY PROTECTION

1743 First Avenue So.
Seattle, WA 98134

9435 Provost Road, #204
Silverdale, WA 98383

1501 Kentucky Street
Bellingham, WA 98229

Job # _____

COMBINED SYSTEM LEASE AND MONITORING SERVICES AGREEMENT

CUSTOMER NAME City of Gig Harbor DATE 3-16-2016
 BILLING ADDRESS 3510 Grandview St. N.W. 98335 CITY Gig Harbor STATE WA ZIP 98335
 EMAIL ADDRESS williamsrl@cityofgigharbor.net
 INSTALLATION ADDRESS See Exhibit A CITY Gig Harbor STATE WA ZIP 98335
OFFICE PHONE NO. 253-851-6127 SITE PHONE 253-377-7361

- 1. SYSTEM LEASE – INSTALLATION AND LEASE CHARGES:** CUSTOMER hereby leases from Guardian the System described below, agrees to have Guardian provide central station monitoring of the system as set forth below, and to pay installation, lease, monitoring and other charges as follows:
- (a) **Installation Charge.** CUSTOMER agrees upon installation of the System to pay an installation charge of \$ 0.00
 - (b) **Quarterly Lease and Monitoring:** CUSTOMER agrees to pay in advance a combined lease/monitoring payment of \$ 855 (\$285 monthly) per quarter for period of 5 years, with the quarter commencing the first day of the month following the date of installation of the system, unless installation is made on the first day of a month. The first quarterly payment shall be due and payable at the time of installation. Thereafter, payment shall be due and payable on the tenth day of each succeeding quarter. If installation is on a date that is not the first day of month, the quarterly payment shall be pro-rated to the first day of the following month, and that pro-rated amount shall be billed separately to CUSTOMER, with payment to be received by Guardian within ten days of mailing the billing.
 - (c) In addition to the charges identified above, at its sole expense, CUSTOMER shall (1) provide a uninterrupted 110v electrical outlet for the operation of the System, (2) pay all related permit fees and costs, (3) pay all applicable taxes, (4) pay all false alarm fees or penalties.

2. DESCRIPTION OF SYSTEM:

- A. INSTALLATION & LEASE OF AES RADIO HARDWARE & UL CENTRAL STATION MONITORING OF EXISTING FIRE SYSTEM. GSS will own the equipment and will continue to own equipment through the initial term and any successive periods.
- B. CUSTOMER RESPONSIBLE FOR INSTALLATION OF DEDICATED OUTLET and any required permits. GSS will bill the permit cost under a separate invoice and GSS will handle of the permit coordination and inspection work.
- C. "In the event that GSS fails to complete the installations of the communicators and show that the active are actively monitored and otherwise meet the terms of this agreement in a reasonable amount of time the client may cancel this agreement."

- 3. LIQUIDATED DAMAGES:** IT IS AGREED BETWEEN CUSTOMER AND GUARDIAN THAT GUARDIAN IS NOT AN INSURER AND THE SYSTEM AND SERVICES ARE NOT INTENDED AS A SUBSTITUTE FOR ADEQUATE INSURANCE. CUSTOMER UNDERSTANDS AND AGREES THAT THE SYSTEM AND THE SERVICES (AND THE TRANSMITTER, IF APPLICABLE) ARE INTENDED ONLY TO PROVIDE WARNING IN CASE OF FIRE, IN OR ABOUT, OR ENTRY INTO THE PREMISES AND NOT TO PREVENT THE SAME AND THAT UNDER NO CIRCUMSTANCES SHALL GUARDIAN BE LIABLE FOR ANY LOSSES, EXCEPT AS PROVIDED HEREIN, and because it is impractical and extremely difficult to fix the actual damages in such event, Guardian's liability hereunder shall be limited to the sum of \$ 250 as liquidated damages, and not as a penalty. GUARDIAN SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS OR PERSONAL INJURY OR DEATH IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FUNCTIONING OR USE OF THE SYSTEM OR SERVICES OF GUARDIAN. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE GUARDIAN HARMLESS WITH RESPECT TO ANY INJURY, DAMAGE OR CLAIM TO PERSONS OR PROPERTY, THAT MAY ARISE OUT OF OR RELATE TO THE OPERATION OR MAINTENANCE OF THE SYSTEM OR LACK OR FAILURE THEREOF, OR GUARDIAN'S SERVICES. CUSTOMER HAS READ AND UNDERSTANDS THIS PARAGRAPH AND AGREES TO ITS TERMS. _____ (Customer's Initials).

- 4. AUTOMATIC RENEWAL/TERMINATION/RETURN OF LEASED EQUIPMENT:** upon expiration of this agreement at the end of its term identified in paragraph 1 above, this Agreement shall automatically renew for successive periods of one month. CUSTOMER may terminate this agreement upon 30 days advance written notice to Guardian. In the event of termination upon written notice by CUSTOMER, CUSTOMER agrees to pay all lease/monitoring through the end of the 30 day written notice period and to deliver to Guardian within that 30 day period all leased equipment. Customer shall be liable for and pay any and all excise, sales, use or other taxes which may be imposed upon Guardian or CUSTOMER arising out of this Agreement or its termination.
- 5. DEFAULT, REMEDIES:** Time is of the essence in connection with payments due under this Agreement. In the event the CUSTOMER is in default in the payment of any amounts due under this agreement, Guardian may terminate this agreement forthwith without notice to CUSTOMER and retake possession of the System and/or the transmitter, wherever the same may be located, without any court order or further process of law; retain all amounts previously received from CUSTOMER; sue for and recover all unpaid amounts due hereunder; and pursue and exercise any other remedy available at law or in equity. All remedies are cumulative and may be exercised concurrently or separately. CUSTOMER agrees to pay Guardian all costs and expenses, including all reasonable attorneys' fees, incurred by Guardian in pursuing or exercising any of its rights or remedies at law or in equity. Interest on unpaid amounts shall be charged at the rate of 1 1/2% per month or the highest rate allowed by law, whichever is less. If the monitoring service is deactivated because of CUSTOMER'S failure to timely make payment, and if CUSTOMER desires to have the service reactivated, CUSTOMER agrees to pay in advance Guardian's prevailing reactivation charge.
- 6. FORCE MAJEURE:** Guardian will not be liable for any damages caused by delay in furnishing or failure to furnish equipment or services due to fire, flood, strike, lockout, dispute with workmen, inability to obtain material, war, act of God, or any other cause beyond Guardian's reasonable control.
- 7. GOVERNING LAW; VENUE:** This Agreement shall be construed under and governed by the laws of Washington. The parties hereto submit to the jurisdiction of any federal or state court sitting in Seattle, King County, Washington, in any action or proceeding arising out of or relating to this Agreement.
- 8. ASSIGNMENT:** CUSTOMER shall not assign this Agreement or any part hereof without the prior written consent of Guardian. Guardian shall have the right to assign this Agreement to any other person, firm, or corporation without notice to CUSTOMER, and shall have the further right to subcontract services which it may perform.
- 9. INCREASE IN TAXES, UTILITY CHARGES OR MONTHLY SERVICES:** CUSTOMER acknowledges that all charges set forth herein are based upon existing federal, state and local taxes, fees and utility charges. Guardian shall have the right, at any time, to increase the charges provided herein, to reflect any increases in existing or any additional taxes, fees or charges which hereafter may be imposed on Guardian or its equipment/services by any utility or governmental agency relating to the equipment/services provided under the terms of this Agreement, and CUSTOMER agrees to pay the same.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GUARDIAN	I HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT
By: Justin Stoddard	Customer Signature:
Authorized Officer's signature for acceptance	By:
Title: Account Manager	Title:
Date:	Date:

5/2/2016 1:37 PM

SITE GENERAL DATA		ASSUMED CURRENT MONTHLY MONITORING			GSS PROPOSED MONTHLY COST		MONTHLY		APPROX. COST FOR AES RADIO UPGRADE	
SYSTEM	SITE NAME	ADDRESS	\$ MONITOR LINES	\$ PHONE	\$ TOTAL GSS UPGRADE ACTIONS	\$ TOTAL	\$ SAVINGS			
FIRE	Civic Center	3510 Grandview St. N.W. 98335	\$35.00	2 \$40.00	Install AES Fire Radio+Inellitrap program panel and radio as required and begin monitoring.	\$65.00	\$50.00	\$165		
FIRE	Eddon Boat Dock	3805 Harborview Dr. 98335	\$35.00	2 \$40.00	Install AES Fire Radio+Inellitrap program panel and radio as required and begin monitoring.	\$65.00	\$50.00	\$165		
Security	Civic Center	3510 Grandview St. N.W. 98335	\$35.00	1 \$40.00	Install AES Security radio and begin monitoring.	\$45.00	\$30.00	\$85		
Security	Wilkinson Barn	4118 Rosedale St. N.W. 98335	\$35.00	1 \$40.00	Install AES Security radio and begin monitoring.	\$45.00	\$30.00	\$85		
Fire/Security	Shop	5118 89 th St. 98335	\$35.00	2 \$40.00	Install AES Fire Radio+Inellitrap program panel and radio as required and begin monitoring.	\$65.00	\$50.00	\$165		
						\$495.00	\$270.00	\$665		
						ANNUAL SAVINGS =	\$2,520.00			
						PERMIT INVESTMENT PAYBACK PERIOD (YEARS) =	0.264			
NOTES:										
1. It is assumed that FIRE accounts have 2EA dedicated line and SECURITY accounts have 1EA dedicated lines										
2. Proposal is based upon the Customer paying for applicable permit(s) & ensuring there is a dedicated outlet to power radio. AES Radio installation costs shall be absorbed by GSS.										
3. GSS shall provide Customer complimentary AES radio installation based upon 5 year monitoring agreement.										
A. Radio hardware (subscriber unit, antenna, battery, etc) & panel interconnect (raceway, wire, connectors, etc) is loaned to Customer for the effective period of contract.										
B. GSS exclusively owns all equipment previously mentioned. Customer must seek prior approval from GSS before performing any work that may impact our equipment.										
4. GSS shall take no action on FIRE/Security panels. These are assumed to be adequate & functional "AS IS" & will simply be cutover as appropriate.										



Business of the City Council City of Gig Harbor, WA

Subject: Interagency Agreement for Engineering and Architectural Services – Department of Enterprise Services

Proposed Council Action: Authorize the Mayor to sign an Interagency Agreement with the Department of Enterprise Services for engineering and architectural services.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

ADL

For Agenda of: September 12, 2016

Exhibits: Interagency Agreement

Initial &
Date

Concurred by Mayor:

JP 9-2-16

Approved by City Administrator:

PonW 9/2/16

Approved as to form by City Atty:

VIA EMAIL 8/30/16

Approved by Finance Director:

DF 9/2/16

Approved by Department Head:

ADL 8/31/16

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

The City's Public Works Department currently uses a selection process typical of local governments to identify the most qualified consultant. This process may include the use of the Municipal Research and Services Center's (MRSC) consultant roster or either a formally advertised request for qualifications or request for proposals. Similarly, the Public Works Department uses a public works design-bid-build processes typical of local governments to construct public works projects. This process typically consists of completing the design of a capital project then bidding that project using either MRSCs small works roster or public bidding process. The successful low bidder is then placed under contract to perform the work.

The Washington State Department of Enterprise Services (DES) pre-qualifies energy service companies (ESCOs) to provide a streamlined design and construction process to guarantee energy savings and equipment performance. The proposed Interagency Agreement is intended to provide the City of Gig Harbor, as a subdivision of the State, with access to this streamlined process. DES conducts the selection of ESCOs every two years and in accordance with RCW 39.35A.050. One ESCO, Trane, has approached the City with completing a variety of capital improvement projects using this approach.

DES and the energy services company would be responsible for managing and constructing the project at an amount not to exceed. The proposed Interagency Agreement is not associated with a specific capital improvement, but sets the groundwork to enter into future contracts with DES and an energy services company based on project-specific needs.

FISCAL CONSIDERATION

By signing this Agreement the City is not obligated to spend funds. Instead, per Section 4 of the Agreement, DES will only be compensated based on separately approved amendment to this Agreement on a project-by-project basis.

BOARD OR COMMITTEE RECOMMENDATION

The proposed Agreement was presented to the Public Works Committee at their January 2016 meeting with a recommendation to bring the topic forward to the City Council. Individual city projects associated with this Agreement will either be presented to the City Council through the biannual budget process or on a case-by-case basis.

RECOMMENDATION/MOTION

Authorize the Mayor to sign an Interagency Agreement with the Department of Enterprise Services for engineering and architectural services.

Interagency Agreement

Date: January 13, 2016

Department of Enterprise Services

Interagency Agreement No: K3884

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and
City of Gig Harbor**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as “DES”, and City of Gig Harbor, hereinafter referred to as the “CLIENT AGENCY”.

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CLIENT AGENCY and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A” and Attachment “C”, attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment “A” and Attachment “C”.

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

The CLIENT AGENCY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **December 31, 2018** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the ESCO.

If monitoring and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

5. Billing Procedure

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

6. Payment Procedure

The CLIENT AGENCY shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CLIENT AGENCY shall notify DES in writing if the CLIENT AGENCY cannot pay an invoice within 90 days.

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CLIENT AGENCY. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

8. Records Maintenance

The CLIENT AGENCY and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

9. Contract Management

- a. The CLIENT AGENCY Representative on this Agreement shall be:

Jeff Langhelm
Public Works Director
City of Gig Harbor

3510 Grandview St.
Gig Harbor, WA 98335
Telephone (253) 853-7630
Email: langhelmj@cityofgigharbor.net

The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

- b. The DES Project Manager on this Agreement shall be:

Douglas Kilpatrick, P.E.
Department of Enterprise Services
Engineering and Architectural Services
PO Box 41476
Olympia, WA 98504-1476
Telephone (360) 407-9380

Doug Kilpatrick will be the contact person for all communications regarding the conduct of work under this Agreement.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

The CLIENT AGENCY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CLIENT AGENCY and DES or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined in the following manner: The CLIENT AGENCY shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CLIENT AGENCY and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute

and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

14. Order of Precedence

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

15. All Writings Contained Herein

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

AUTHORIZATION TO PROCEED

Agreed to and signed by:

City of Gig Harbor

**Department of Enterprise Services
Engineering & Architectural Services**

Signature

Signature

Name

William J. Frare, P.E.

Name

Title

Assistant Director

Title

Date

Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call Kim Obi at (360) 407-8273.

K3884agrko

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2015-181

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B Fee Schedule

2015-17 Interagency Reimbursement Costs
for Project Management Fees to Administer
Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,0016,000,000.....	\$66,000.....	25,700
4,000,0015,000,000.....	65,000.....	25,400
3,000,0014,000,000.....	64,000.....	25,000
2,000,0013,000,000.....	60,000.....	23,400
1,500,0012,000,000.....	56,000.....	21,800
1,000,0011,500,000.....	49,500.....	19,300
900,001 1,000,000.....	42,000.....	16,400
800,001900,000.....	39,600.....	15,400
700,001800,000.....	36,800.....	14,400
600,001700,000.....	35,000.....	13,700
500,001600,000.....	32,400.....	12,600
400,001500,000.....	29,000.....	11,300
300,001400,000.....	24,800.....	9,700
200,001300,000.....	19,800.....	7,700
100,001200,000.....	13,800.....	5,400
50,001100,000.....	7,500.....	3,500
20,00150,000.....	4,000.....	2,000
020,000	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT AGENCY decides not to proceed with the project through DES.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2015-181

If requested DES will provide the following monitoring services for each specific project for the CLIENT AGENCY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.



Subject: Chamber of Commerce
Tenant Improvements

Proposed Council Action:
Approve the First Addendum to Lease and
Agreement for Services between the City and
the Chamber of Commerce

Dept. Origin: Administration
Prepared by: Ron Williams
For Agenda of: September 12, 2016
Exhibits: First Addendum to Lease

Initial & Date

Concurred by Mayor: JG 9-7-16
Approved by City Administrator: Ron W 9/7/16
Approved as to form by City Atty: PER EMAIL
Approved by Finance Director: [Signature] 9/7/16
Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$8,093.02, \$0, \$0.

INFORMATION / BACKGROUND

The City and the Chamber of Commerce renewed their lease for the Chamber of occupy and run the visitor's center on Judson Drive in January of 2016. As part of that lease renewal the city agreed to perform certain tenant improvements on the aging building. Since then the Chamber and the City representatives have been working with our attorney to facilitate these tenant improvements in a way that complies with city requirements on prevailing wages issues. The attached lease has been approved by our attorney and by the Chamber board.

FISCAL CONSIDERATION

These expenses can be covered by past and future rent receipts from the Chamber as part of this lease.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the mayor to sign the First Addendum to Lease and Agreement for Services between the City of Gig Harbor and the Gig Harbor Chamber of Commerce.

**FIRST ADDENDUM TO LEASE AND AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF GIG HARBOR
AND GIG HARBOR CHAMBER OF COMMERCE**

THIS FIRST ADDENDUM is made to that certain Lease and Agreement for Services between the CITY OF GIG HARBOR (the "City"), as Landlord, and GIG HARBOR CHAMBER OF COMMERCE (the "Chamber"), as Tenant, dated February 23, 2016 (the "Lease"), as follows:

WHEREAS, the City currently leases to the Chamber that certain property located at 3125 Judson Street, Gig Harbor, Washington (the "Premises") under the Lease; and

WHEREAS, Section 2.2 of the Lease acknowledged the condition of the Premises and the parties' intent to provide for future improvements to the Premises; and

WHEREAS, it is in the City's best interest to assist with a portion of improvements to the Premises in order to assure that the visitor center area of the Premises is presentable to the public and visitors of the City, and as such the City desires to participate in the costs of tenant improvements;

NOW, THEREFORE, the parties hereto agree as follows:

1. Tenant Improvements. The Chamber agrees to construct the following Tenant Improvements:

- Flooring. Remove existing carpet from the outer area/visitor center and replace with laminate flooring as specified in Exhibit A, estimated cost \$5,906.74.
- Painting. Repaint the visitor center area, including minor repairs and prep work as specified in Exhibit B, estimated cost \$2,186.28.
- Electrical work. Minor adjustments to outlets in the visitor center outer area, as necessary to accommodate the flooring and painting work.
- Front Doors. Replace front doors to the visitor center with new custom doors with approval of the City Administrator.

2. Reimbursement. The City agrees to reimburse the Chamber for the costs associated with the Flooring and Painting identified above up to the amount of Eight Thousand Ninety-three and 02/100's Dollars (\$8,093.02) after the Chamber has completed all Tenant Improvements identified above. The Chamber shall provide invoices evidencing the costs of such improvements along with proof that the conditions in Section 3 have been met, and the City agrees to reimburse the Chamber for such costs within 30 days.

3. Prevailing Wage. Any improvements under this Agreement, the costs of which will be reimbursed by the City, are considered public work projects and subject to prevailing wages as set forth in chapter 39.12 RCW. All bids and contracts for these improvements must contain a provision stating that the required prevailing rates of pay will be paid.

4. Auditing of Records. The Chamber shall maintain all books, records, documents and other materials that reflect the expenditures for those improvements for which reimbursement of costs is made. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Chamber related to the improvements identified in this Agreement. Such rights shall last for six (6) years from the date the reimbursement is made hereunder.

5. Term. This Addendum shall become effective upon full execution of the parties and shall remain in effect until such time as all obligations under this Agreement have been satisfied.

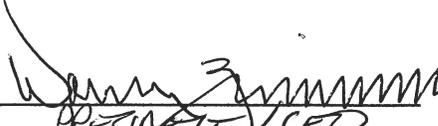
ALL TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year written below, effective upon full execution by the parties.

CITY OF GIG HARBOR

GIG HARBOR CHAMBER OF COMMERCE

By: _____
Mayor Jill Guernsey
Date: _____

By: 
Its: PRESIDENT / CEO
Date: 9/6/14

LEASE AND AGREEMENT FOR SERVICES

THIS LEASE AND AGREEMENT FOR SERVICES ("Lease") is made and entered into this 2nd day of February, 2016, by and between CITY OF GIG HARBOR, a municipal corporation of the State of Washington ("Landlord") and GIG HARBOR CHAMBER OF COMMERCE, a Washington non-profit corporation ("Tenant"). In consideration of the following mutual promises, the parties agree as follows:

1. LEASED PREMISES. Landlord does hereby lease to the Tenant and the Tenant does hereby lease from the Landlord the following described premises: those certain premises located at 3125 Judson Street, Gig Harbor, WA 98335 (the "Premises").

2. TERM.

2.1 Term. This Lease shall commence on February 1, 2016, for a term of five years unless terminated as provided herein.

2.2 Condition of Premises. Tenant shall accept the Premises in the condition then existing as of the commencement of this Lease, with the understanding that the parties will later address painting of the lobby area, replacement of the door entry, replacement of the carpet with vinyl hardwood flooring, and carpet cleaning for the remaining office and common areas.

2.3 Holding Over. If Tenant remains in possession of all or any part of the Premises after the expiration of the term hereof, or following any other termination hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month to month only, and not a renewal hereof or an extension for any further term, and in such case, rent and other monetary sums due shall be payable in the amount and at the time specified in this Lease, and such month to month tenancy shall be subject to every other term, covenant and agreement contained herein.

3. RENT AND OTHER CONSIDERATION.

3.1 Rent. The rent shall be Five Hundred Dollars (\$500) per month, due and payable in full on the first day of each month, commencing on February 1, 2016. Payment shall be made to Landlord at the following address: Finance Director, City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335, or such other address as Landlord may designate from time to time in writing.

3.2 Leasehold Excise Taxes. In consideration of in-kind services to be provided by Tenant, Landlord agrees to pay, pursuant to Chapter 82.29A RCW, leasehold excise taxes on the Rent, (See WAC 458-29A-100(2)(f)(iii).)

3.3 Services to be Provided. As additional consideration for this Lease, the Tenant agrees to provide the services set forth on Exhibit A, attached to and incorporated into this Lease by this reference.

3.4 Utilities. Tenant shall, during the term hereof, pay prior to delinquency all charges for utilities supplied to the Premises and shall hold Landlord harmless from any liability therefrom.

4. USE. The Premises shall be used for office and meeting space and a visitor center, and for no other purpose without the prior written consent of Landlord.

5. MAINTENANCE AND REPAIRS; ALTERATIONS AND ADDITIONS.

5.1 Maintenance and Repairs.

5.1.1 Tenant, at its sole cost and expense, shall maintain the Premises in a good state of repair. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Premises in the same condition as received, ordinary wear and tear excepted, and shall promptly remove or cause to be removed at Tenant's expense from the Premises any signs, notices and displays placed by Tenant.

5.1.2 Tenant agrees to repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery, equipment, cabinetwork, furniture, moveable partition or permanent improvements or additions, including without limitation thereto, repairing the floor and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at Tenant's sole cost and expense.

5.1.3 In the event Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. In the event Tenant fails to promptly commence such work and diligently prosecute it to completion then Landlord shall have the right, but not the obligation, to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at eighteen percent (18%) per annum from the date of such work.

5.1.4 Tenant shall do all acts required to comply with all applicable laws, ordinances, regulations and rules of any public authority relating to its maintenance obligation as set forth herein, and shall indemnify Landlord from all costs and expenses, including attorneys fees, resulting from any related claim or demand.

5.2 Alterations and Additions. Tenant shall make no alterations, additions or improvements to the Premises or any part thereof without first obtaining the prior written consent of Landlord.

5.3 Janitorial and Landscaping Services. Tenant shall be responsible for all costs associated with janitorial services and Landlord shall maintain landscaping for the premises, including repair and maintenance of the water display, by providing monthly clean up and attention to planted areas.

6. ENTRY BY LANDLORD. Landlord reserves and shall at all times have the right to enter the Premises to inspect the same, to submit said Premises to prospective purchasers or tenants, and to post "for lease" signs.

7. LIENS. Tenant shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant and shall indemnify, hold harmless and defend Landlord from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Tenant.

8. INDEMNITY.

8.1 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, costs and expenses arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or things which may be permitted or suffered by Tenant in or about the Premises and shall further indemnify, defend and hold Landlord harmless from and against any and all claims, costs and expenses arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the provisions of this Lease or arising from any negligence of Tenant or any of its agents, contractors, employees or invitees and from any and all costs, attorneys' fees, expenses and liabilities incurred by Landlord in the defense of any such claim or any action or proceeding brought thereon. Tenant hereby assumes all risk of damage to property or injury to persons in or about the Premises from any cause, and Tenant hereby waives all claims in respect thereof against Landlord.

9. INSURANCE.

9.1 Liability Insurance. Tenant, at its expense, shall maintain at all times during the term of this Lease, comprehensive liability insurance, contractual liability insurance, property damage liability insurance and such other insurance as Landlord may require from time to time in respect of the Premises and the conduct or operation of business therein, with Landlord as an additional insured, with One Million Dollars (\$1,000,000) minimum combined single limit coverage, or its equivalent. The limits of such insurance shall not limit the liability of Tenant. All such insurance shall also insure the performance by Tenant of the indemnity agreement set forth in Section 8 of this Agreement. For insurance required to be maintained by Tenant under these Sections 9.1 and 9.2, and upon the request of Landlord, Tenant shall deliver to Landlord certificates of insurance, in such form reasonably requested by Landlord, issued by the insurance company or its authorized agent.

9.2 Property Insurance. Tenant shall maintain fire and extended coverage insurance on the Premises, subject to such reasonable deductibles as Landlord may establish. Landlord shall have the right to place on the Premises any other insurance as Landlord shall deem necessary. Tenant shall obtain and bear the expense of casualty insurance insuring the property of Tenant and tenant improvements on the Premises against such risks and naming Landlord and any superior mortgagee of the Premises of whose identity Tenant is notified, as additional insureds.

9.3 Acceptable Insurance Companies. All insurance policies required to be carried by Tenant hereunder shall be issued by responsible insurance companies authorized to issue insurance in the State of Washington and otherwise deemed acceptable by Landlord.

10. ASSIGNMENT AND SUBLETTING. Tenant shall not assign or sublet, or otherwise transfer or encumber all or any part of Tenant's interest in this Lease or in the Premises without Landlord's prior written consent, which consent shall be subject to Landlord's sole discretion.

11. DEFAULT, REMEDIES.

11.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

11.1.1 Any failure by Tenant to pay the Rent or any other monetary sums required to be paid hereunder on the date such payment is due;

11.1.2 The abandonment or vacation of the Premises by Tenant;

11.1.3 A failure by Tenant to observe and timely perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for ten (10) days after such act or omission; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within said ten (10) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion.

11.2 Remedies. In the event of any such default or breach by Tenant, Landlord may, at any time thereafter, without notice, without limiting Landlord in the exercise of any right or remedy at law or in equity which Landlord may have by reason of such default or breach:

11.2.1 Maintain this Lease in full force and effect and recover the Rent and other monetary charges as they become due, without terminating the Lease, irrespective of whether Tenant shall have abandoned the Premises. In the event Landlord elects not to terminate this Lease, Landlord shall have the right to attempt to re-let the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises, as Landlord deems reasonable and necessary without being deemed to have elected to terminate this Lease, including removal of all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant. In the event any such reletting occurs, Tenant shall remain liable for any rent deficiency and all costs and expenses of reletting, including costs of any remodeling to meet a new tenants' needs. Notwithstanding that Landlord fails to elect to terminate the Lease initially, Landlord at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Tenant.

11.2.2 Terminate Tenant's right to possession by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation thereto, the following: (i) the worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that is proved could have been reasonably avoided; plus (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that is proved could be reasonably avoided; plus (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom, including attorneys fees; plus (v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable state law. Upon any such re-entry Landlord shall have the right to make any reasonable repairs, alterations or modifications to the Premises, which Landlord in its sole discretion deems reasonable and necessary. As used in (i) above, the "worth at the time of award" is computed by allowing interest at the rate of eighteen percent (18%) per annum from the date of default. As used in (ii) and (iii) the "worth at the time of award" is computed by discounting such amount at the discount date of the U.S. Federal Reserve Bank at the time of award plus one percent (1%). The term "rent," as used in this section, shall be deemed to be and to mean the Rent to be paid pursuant to Section 3 and all other monetary sums required to be paid by Tenant pursuant to the terms of this Lease.

12. MISCELLANEOUS.

12.1 Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. The parties agree to submit themselves to venue and jurisdiction in the appropriate court in Pierce County, Washington.

12.2 Severability. If any term or provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

12.3 Waiver. No covenant, term or condition of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed, and any waiver or the breach of any covenant, term or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition.

12.4 Notices. All notices or demands of any kind required or desired to be given by Landlord or Tenant shall be in writing and deemed delivered upon actual

delivery or forty-eight (48) hours after depositing the notice or demand in the United States mail, certified or registered, postage prepaid, and shall be addressed:

If to Landlord at:

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

If to Tenant at:

Gig Harbor Chamber of Commerce
Attn: Warren Zimmerman
P.O. Box 102
Gig Harbor, WA 98335

Or at such other address as the parties may designate by written notice to the other.

12.5 Entire Agreement. This Lease constitutes the entire agreement between Landlord and Tenant relative to the Premises. This Lease may be amended only by a written instrument signed by Landlord and Tenant. Landlord and Tenant agree hereby that all prior oral agreements relating to this agreement are merged in or revoked by this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date and year first above written.

LANDLORD:

TENANT:

CITY OF GIG HARBOR

GIG HARBOR CHAMBER OF COMMERCE

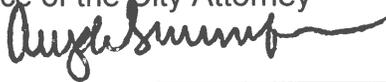


Mayor Jill Guernsey
Date: Feb 22, 2016

By: 

Its: PRESIDENT CEO
Date: 3/2/16

APPROVED AS TO FORM:
Office of the City Attorney



STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Walter Zimmerman is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Executive Director of GIG HARBOR CHAMBER OF COMMERCE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: March 2, 2016



Shawna Wise
Printed: Shawna Wise
NOTARY PUBLIC in and for Washington
Residing at: Gig Harbor
My appointment expires: 7/16/18

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that JILL GUERNSEY is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: Feb 22, 2016



Molly M Towsee
Printed: Molly M. TOWSLEE
NOTARY PUBLIC in and for Washington
Residing at: Gig Harbor
My appointment expires: 12/2/19

EXHIBIT A

Scope of Services

1. The Chamber will include the City of Gig Harbor logo on the visitor center signage.
2. The Chamber will run the visitor center at least six hours per day, five days per week throughout the year. The Chamber may also choose to close the visitor center on nationally recognized holidays. Additional closure days can be agreed upon mutually on a case-by-case basis.
4. The Chamber staff and/or volunteers will greet and provide quality customer service to walk-in visitors at the visitor center. The Chamber will run the functions and operations normally associated with a visitor center. The Chamber may also use the building for Chamber-related functions and activities.
5. In the front room of the visitor center and on the exterior of the building, the Chamber will retain sufficient space for visitor information materials, including racks for rack cards and brochures. The City will continue to manage the visitor racks elsewhere around town.
6. By the 30th day following the end of each calendar quarter (January – March, for example), the Chamber will provide to the City a written report on visitor center activities, including number of walk-in visitors each month, number of visitor-related phone calls each month, and number of referrals to local hotels each month.
7. The Chamber will recruit, train, supervise, and manage the visitor center volunteers.
8. If it wishes, the Chamber may take over the selling of Gig Harbor retail items in the visitor center, including shirts, hats, coats, and vests with the City logo. The Chamber can purchase additional inventory and set prices at its discretion.
9. Chamber staff, board members, and volunteers will not park their vehicles in the parking spaces fronting the visitor center on Judson Street (disabled parking spaces are the exception to this rule).
10. The Chamber may request the City to contribute lodging tax dollars to the Chamber to pay for some operational costs. The request must be submitted in writing to the Chair of the City's Lodging Tax Advisory Committee ("LTAC"). Within 100 days of the Chamber's request, the LTAC will consider and make a recommendation on the Chamber's request to the City Council. Within 60 days of receiving the LTAC recommendation, the City Council will consider and approve, or deny the LTAC's recommendation on the Chamber's request. If the City Council denies the LTAC's recommendation, then the Chamber may terminate this Lease with 30 days written notice, within an effective date of termination no sooner than December 31, 2016.