

# **Gig Harbor City Council Meeting**

**May 24, 2010  
5:30 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, May 24, 2010 – 5:00 p.m.  
NOTE EARLY STARTING TIME**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.30.110(c); guild negotiations per RCW 42.30.140(4)(a); and pending litigation per RCW 42.30.110(i).

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of May 10, 2010
2. Receive and File: a) Pierce Transit Amendment to Code and Bylaws; b) Operations & Public Projects Committee Meeting Minutes of March 25, 2010 c) Council Workstudy Session Minutes May 17, 2010.
3. Correspondence / Proclamations: a) Building Code Effectiveness Grade; b) Outstanding Wastewater Treatment Plant Award.
4. Street Name – Shaw Lane.
5. WWTP Clarifier No. 2 – Contract Amendment/Cosmopolitan Engineering Group.
6. WSDOT Turnback Agreement.
7. Liquor License Renewals: Target Store; Puerto Vallarta Restaurant; Round Table Pizza; Julep Nail Parlor.
8. Settlement Agreement – Lisa Clark.
9. Settlement Agreement – David Morris.
10. Boys & Girls Club Agreement.
11. Resolution – Authorizing Interlocal Agreement with Pierce County Amending Affordable Housing Policies of the Countywide Planning Policies.
12. Police Guild Agreement.
13. Approval of Payment of Bills for May 24, 2010: Checks #63666 through #63766 in the amount of \$897,227.80.

**PRESENTATIONS:**

1. GHPD Awards Presentation.
2. Pierce Transit Update - Lind Simonsen, Community Relations Coordinator.

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. AWC Risk Pool Consultant Report.
2. Civic Center Debt Reserve – Capital Project Allocation.

**STAFF REPORT:**

1. Harborview Dr. / Stinson Ave. Water Main Construction Schedule.

**PUBLIC COMMENT:**

**MAYOR'S REPORT / COUNCIL COMMENTS:** Council Meeting Schedule.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Civic Center Closed for Memorial Day – Mon. May 31st.
2. Planning / Building Committee – Mon. Jun 7 at 5:15 p.m.
3. Operations Committee – Thu. Jun 17 at 3:00 p.m.
4. Finance Committee – Mon. Jun 21st at 4:30 p.m.
5. Council Workstudy Session – Mon. Jun 21<sup>st</sup> at 5:30 p.m.

**ADJOURN**



**MINUTES OF GIG HARBOR CITY COUNCIL MEETING – MAY 10, 2010**

**PRESENT:** Councilmembers Ekberg, Young, Franich, Conan, Malich, Payne, Kadzik and Mayor Hunter.

**CALL TO ORDER:** 5:34 p.m.

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of April 26, 2010.
2. Receive and File: a) Jerisich / Skansie Parks Worksession Minutes of April 19, 2010; b) Boards and Candidate Review Committee Minutes of April 26, 2010; c) Finance Committee Minutes March 22, 2010; d) GH Police Department - First Quarter Report.
3. Correspondence / Proclamations: Kinship Caregiver Day.
4. Liquor License Action: a) Application – Bartell Drug; b) Assumption – Kinza Teriyaki; c) Discontinued – Gourmet Essentials; d) Withdrawal – Harbor Spirits; e) New Beer/Wine Tastings Endorsement.
5. Resolution No. 833 - Personnel Policy Amendment - Calculation of Overtime and Compensatory time.
6. Appointment to Gig Harbor Arts Commission.
7. Appointment to Gig Harbor Parks Commission.
8. Appointment to the Salary Commission.
9. Appointment to the Lodging Tax Advisory Committee.
10. Appointment to Planning Commission.
11. Resolution – Authorizing an Interfund Loan from Civic Center Debt Reserve Fund.
12. McCormick Creek Easement – Phase I Assessment.
13. 2010 Roadway Maintenance Project – Construction Contract and Materials Testing Contract Award.
14. Temporary Construction Easement Agreement – Conan Service Station LLC.
15. Approval of Payment of Bills for May 10, 2010: Checks #63552 through #63665 in the amount of \$85,636.15.
16. Approval of Payroll for the month of April: Checks #5674 through #5690 and direct deposit transactions in the amount of \$320,387.82.

Councilmember Malich asked that agenda item number ten be moved to New Business for further discussion.

**MOTION:** Move to adopt the Consent Agenda as amended.  
**Malich / Kadzik** – six voted in favor. Councilmember Conan abstained.

**PRESENTATIONS:**

1. Representative Larry Seaquist – Legislative Update. Representative Seaquist discussed what lies ahead in the next legislative session. He talked about budget pressures and how the current recession and unemployment compares to the past and how long-term unemployment will affect all future budgets. He stressed the importance of education and how this will require fundamental restructuring in state government. He then voiced concern that there are no funds in the Public Works Trust Fund saying we need to work together to correct this to ensure continued help for local jurisdictions. He ended by saying it's a pleasure to work together with this Council because of the city's clear objectives.

Councilmember Young thanked Representative Seaquist for his efforts on behalf of the city saying without state funds we will not be able to address future stormwater issues.

2. Gig Harbor Police Department Awards Presentation. This item was postponed until the meeting of May 24th.

**OLD BUSINESS:**

1. Jerisich / Skansie Park Components. Mayor Hunter recommended discussion and a vote on each separate element. He introduced each item and read the recommendations.

Jerisich Park

No Council discussion on this item.

**MOTION:** Move to approve the Mayor's recommendation to move to go forward with the GHHWA's design and work as resources allow.  
**Ekberg / Kadzik** – unanimously approved.

Restrooms, Shower and Laundry Facility

**MOTION:** Move to partially accept the Ad Hoc Committee recommendation to expand the restrooms but not to add shower or laundry facilities.  
**Malich** / no second to motion.

Councilmembers discussed whether there is a need for shower and laundry facilities and the heavy use of the restrooms during events. A suggestion was made that restroom expansion could be addressed in the upcoming PROS Plan.

**MOTION:** Move to reject the 2008 Ad Hoc Committee recommendation to study the feasibility of restroom expansion for both stalls and a shower facility to look at expanding the restroom at another time.  
**Payne / Conan** – six voted in favor. Councilmember Malich voted no.

Life Jacket Program. This program is already in place; there was no need for discussion or a vote.

Maritime Memorial Walk

No Council discussion other than clarification of the motion.

**MOTION:** Move to approve the Mayor's recommendation to incorporate the idea of a collaborative partnership with Fishermen's Club to develop a maritime vessel walk within the park with the GHHWA plan for Jerisich uplands.

**Payne / Kadzik** – unanimously approved.

Skansie Net Shed

Brief Council discussion on applying for grants and doing incremental repairs as resources become available.

**MOTION:** Move to accept the 2008 Ad Hoc Committee Recommendation to preserve the net shed by applying the following treatments: register, stabilize and rehabilitate the structure. Use the structure for programming representing local commercial fishing heritage.

**Malich / Young** – unanimously approved.

Skansie House

Mayor Hunter clarified his goal is to make the building usable as a house-like function to avoid issues with parking and structural upgrades for commercial use. The first floor could be used for volunteers to give out information.

**MOTION:** Move to accept the Mayor's recommendation to approve a program that will allow staff to pursue grant funding to end the structure's eight-year vacancy. Register the house. Limit remodeling to restoration of single family house with concentration of work on the main level. Perform minimum work on the second floor to maintain the structure, (but not for public use). Utilize the front room on the main level as an information area using volunteers to distribute information and brochures. Place pictures and/or artifacts in the front room to depict the history of the site. Make the first floor bath as accessible as allowed by space and configuration. Utilize the first floor for shared use by groups such as cultural, environmental or other non-profit organizations.

**Franich / Ekberg** –

There was continued discussion on several issues: whether it would be counterproductive to use the house as an ancillary information center; the recent discussions with the Chamber of Commerce on a collaborative effort for the Visitor's

Center; volunteer staffing for a part-time informational site; the prohibitive cost of commercial upgrades to the house; and use of the funds set aside by the Lodging Tax Committee for the Skansie site.

Councilmember Malich said he wanted it clear that his vote against this motion is a vote in favor of the Ad Hoc Committee's recommendation.

**RESTATED**

**MOTION:** Move to accept the Mayor's recommendation to approve a program that will allow staff to pursue grant funding to end the structure's eight-year vacancy. Register the house. Limit remodeling to restoration of single family house with concentration of work on the main level. Perform minimum work on the second floor to maintain the structure, (but not for public use). Utilize the front room on the main level as an information area using volunteers to distribute information and brochures. Place pictures and/or artifacts in the front room to depict the history of the site. Make the first floor bath as accessible as allowed by space and configuration. Utilize the first floor for shared use by groups such as cultural, environmental or other non-profit organizations.  
**Franich / Ekberg** – five voted in favor. Councilmembers Young and Malich voted no.

Jerisich Dock Extension

Council discussed the concern that the 70' addition could be used for something other than recreational use and whether to continue the "temporary" extensions after a maritime pier is constructed. The question of whether recreation grants would affect commercial use came up.

Mark Hoppen – 8133 Shirley Avenue. Mr. Hoppen explained that the dock was designed wider so that you could install finger piers that wouldn't intrude into the view corridor. Using recreational grant funds to extend the dock is acceptable if the funds aren't used for the end of the dock's multi-purpose use. He congratulated Council for finding a suitable solution for the maritime pier. He then asked that over time the Skansie House be rebuilt to historical standards, suggesting that it could be done over time by service groups such as the Rotary Club.

Councilmembers continued to discuss extensions at Jerisich that could be used for a water taxi or other uses.

**MOTION:** Move to accept the Mayor's recommendation to move forward to secure grants and permitting for a 70 foot extension for future construction to extend Jerisich float. Review options for seasonal floats as funding allows.  
**Young / Ekberg** – unanimously approved.

Landscaping and Vegetation

Council discussed the utilizing city staff with landscape architecture background for a recommendation before any decision on removal of the hedge is made.

**MOTION:** Move to accept the Mayor's recommendation to investigate an in-house recommendation for cutting back or thinning plantings around the Skansie House and removal of the hedge.  
**Malich / Ekberg** – unanimously approved.

Maritime Pier

Mayor Hunter clarified that he also recommends that the team suggested by the 2008 Ad Hoc Committee be involved in funding sources and that the Fishermen's Club contribute to preliminary design work in order to preserve the existing permits at the Old Stutz Dock.

Council discussed the team's role in securing funding of the maritime pier to assist rather than to act as lead. It was also decided that if the Madison Shores property purchase falls through, Council can revisit a maritime pier at the Skansie site. Rob Karlinsey reported that he had mostly positive responses from the adjacent property owners.

**MOTION:** Move to accept the Mayor's recommendation to explore locating a Maritime Pier at the old Stutz Dock site to accommodate the Gig Harbor Fishing Fleet and tour boats, and to include a Resource Acquisition and Permitting Team to assist staff as was recommended for the Skansie Brothers Park Maritime Pier.  
**Payne / Malich** – unanimously approved.

2. Third Reading of Ordinance – Street Latecomers. Emily Appleton explained that a new paragraph had been added requiring a notice of application be mailed to the affected property owners to facilitate earlier input. She answered Council questions.

There was discussion on the definition of the word "adjacent." City Attorney Angela Belbeck explained that the normal dictionary definition is used. It was pointed out that the definition in the dictionary says "nearby" which seems too vague.

Administrator Rob Karlinsey stressed that City Council has the final authority to approve or deny any latecomers agreement.

Councilmember Franich discussed his experience with a past latecomer's agreement, and voiced concern that there aren't sufficient safeguards in the ordinance to allow a reassessment if someone chooses to build to a lesser use than assessed.

**MOTION:** Move to adopt Ordinance No. 1189 as presented.  
**Young / Ekberg** – five voted in favor. Councilmembers Franich and Malich voted no.

**NEW BUSINESS:**

1. Resolution – Increasing Business License Fee. Rob Karlinsey explained that the city's current business license fee was established in 1980 and suggested increasing the fee from \$20 to \$30 per year in order to address increasing costs and decreasing operating revenues, and to assist with an in-house commercial fire inspection program.

**MOTION:** Move to adopt Resolution No. 835 as presented.  
**Kadzik / Ekberg** – six voted in favor. Councilmember Malich voted no.

2. First Reading of Ordinance – LTGO Bond. Finance Director David Rodenbach presented this bond issue that will allow the city to retire the 2012 – 2026 maturing bonds and issue 6.8 million in replacement bonds. He said that there is an additional 1.2 million added to that to allow the city to purchase and make some improvements to the Madison Shores Property; if the purchase does not go through, the bond issuance will drop back to 6.8 million.

Councilmember Franich asked how early the Civic Center could be paid off. Mr. Rodenbach said that the city could repay these bonds in 2020.

Cynthia Weed, the city's Bond Counsel from K&L Preston Gates and Ellis explained that these bonds will allow the best interest rate possible outside voter approved bonds. She said that the bonds will be sold when the final decision is made on the property purchase and at that time the interest rates will be assigned.

David Rodenbach addressed questions by Councilmember Young regarding whether a portion of the Civic Center Debt Reserve should be used to buy down the city's debt or for delayed capital projects. He said if the funds were used to buy down debt, the city would realize a savings of around \$220,000 a year, but during these economic times it's better to have the money for better bond ratings. He said that this is a policy issue that Council decides.

Councilmember Franich said the past administration made the decision to pay off the Civic Center Debt early but due to the economic conditions we haven't been able to set aside as much. He said that a 2012 payoff would have freed up quite a lot of money towards projects. He stressed that he does not view the Civic Center Debt Reserve Fund as a savings account but as a commitment to pay off the Civic Center debt early and said he hopes this remains a goal in the future.

Mr. Rodenbach said that the second reading of the ordinance is in two weeks and any modifications to the amount needs to be made before that time.

Councilmember Payne spoke in favor of the proposed refinancing plan, saying Council can address paying down the debt as a separate action. Councilmember Ekberg agreed, adding that using the Debt Reserve Funds for something else is a budget decision and shouldn't impact this refinancing proposal.

Councilmember Kadzik also agreed, saying we need to move forward with this and have the discussion on the reserve fund at a future date. Councilmember Young said he would speak to Mr. Rodenbach about the different variables then spoke against expanding the city's debt service during this time of economic problems.

Mr. Rodenbach clarified that this action doesn't expand the debt service, but reduces it; and, it won't limit Councils' ability to issue non-voted debt capacity. This just changes the city's plan to retire the bonds in 2012. Mr. Karlinsey asked if Council wished staff to do an analysis on paying down the debt before the final reading of the ordinance.

Councilmember Kadzik said that there are three Councilmembers who have indicated no desire to do that. Councilmember Conan added that he has no desire to do that either, adding that it's important to keep the debt fund for our bonding rate.

3. Appointment to Planning Commission. Mayor Hunter introduced Ben Coronado, his choice for appointment.

**MOTION:** Move to confirm the Mayor's appointment of Ben Coronado to the Planning Commission.  
**Ekberg / Kadzik -**

Councilmember Malich spoke in favor of another applicant, Bob Frisbie, saying his past service on the City Council makes him extremely qualified to sit on the Planning Commission. He said we need people with experience as well as those who are just starting out. The Planning Commission is a tough, detailed job and he thinks Mr. Frisbie would have been the better choice.

Councilmember Kadzik pointed out that this is the Mayor's decision; Council ratifies the decision.

Councilmember Franich agreed that Mr. Frisbie has a wealth of experience and knowledge and said he only knows of Mr. Coronado from his application and the interview minutes. He stated that the Planning Commission has plenty of urbanists and Mr. Frisbie would be a more conservative; the Planning Commission has moved away from that over the past ten years. Mr. Frisbie is the more qualified choice. He then added that everyone has to start somewhere, and Mr. Coronado said he wants to serve the community, which is a wonderful thing, and he wants to gain educational experience; the Planning Commission is the place for that to happen.

Councilmember Young noted that 13 years ago he ran for City Council because he thought it was clear that his age would be a prohibition to serve on the Planning

Commission. There seemed to be a distrust of someone without experience. Mr. Coronado has shown an interest and to a degree it's good to have the balance of a different perspective. Councilmember Franich said he can't disagree with that, but he gets the feeling that likability may be one of the criteria to be appointed.

Councilmember Ekberg spoke on behalf of the Boards and Commission Candidate Review Committee saying that Mr. Coronado was one of the most well-spoken and informed of any candidate we've had for a city-wide position of this nature. He said that Mr. Coronado is older than Councilmember Young when he was elected to Council and when he himself was appointed to the Planning Commission.

Mayor Hunter said that Mr. Frisbie has a wealth of knowledge but a narrow focus on the issues. His focus on the Shoreline Management Update would prolong the process and could possibly interfere with getting the plan approved by the State. He added that these commissions are made up of lay people and he thinks Mr. Coronado can do a good job.

Councilmember Payne said he couldn't attend the interview meeting but spoke with Councilmember Ekberg and was satisfied by what he heard. He said he trusts the committee's and Mayor's recommendation.

**RESTATED**

**MOTION:** Move to confirm the Mayor's appointment of Ben Coronado to the Planning Commission.  
**Ekberg / Kadzik** – five voted in favor. Councilmembers Franich and Malich voted no.

**STAFF REPORT:**

1. Affordable Housing Amendments to the Countywide Planning Policies. Senior Planner Jennifer Kester presented the background information then explained that these amendments bring few mandatory provisions for affordable housing; they provide more options and strategies. She said that his will return for adoption at the next meeting. If ratified at the county level, the city will need to update the housing element of the Comprehensive Plan to be consistent.

Councilmember Young added that he was directed by Council to eliminate the numbered goals and requirements which resulted in some objections from some of the more rural jurisdictions. As a result the policy before Council is basically permissive and makes few requirements of the City. This may have to come back if the Department of Commerce determines it doesn't comply with the Growth Management Act.

2. 2010 Budget Update. Rob Karlinsey reported that the First Quarter General Fund Budget Revenues came in lower than anticipated; sales tax was down 12% from the same time last year. He said that better news is the April distribution information for February's sales tax came in flat. He explained that if what happened in the first quarter continues for the rest of the year it would result in a 1.1 million revenue shortfall. In



response he is proposing a strategy of fund transfers if the trend continues. In the meantime he will begin to implement the administrative cuts as outlined in the staff report, hoping for a better second quarter. He then gave an overview of the proposed “bridging strategy.”

3. Boys & Girls Club Draft Agreement. Rob Karlinsey presented the draft agreement that commits the city to \$100,000 this year and \$150,000 next year. In return for the financial commitment they agreed to provide senior center space, meeting room space, and youth programming for five years. He answered questions about programming. He was asked to check with the Boys & Girls Club before eliminating the term “Keeping Gig Harbor’s Promise” from page 4. This will come back at the next meeting for adoption.

**PUBLIC COMMENT:**

Peter Stanley – Tides Tavern 2925 Harborview Drive. Mr. Stanley voiced support of the purchase of the Old Stutz Dock property. He said it will be helpful to include clear visuals during future discussions that show survey lines and DNR leases. He said that some of the issues are parking, congestion and access for the public right of way, the pier and The Tides. He said that his long-term goal is to protect the viability of his business and easy access for his patrons. He asked for further clarification on the uses for this proposed pier, then noted that this will probably become more apparent in future discussions. He finalized by saying that this is an exciting proposal.

Mark Hoppen – 8133 Shirley Avenue. Mr. Hoppen explained that he serves on the Public Works Board and gave an overview of the value of the low interest Public Works Trust Fund program which allows smaller jurisdictions to construct infrastructure they wouldn’t otherwise be able to afford. He described how the PWTF program plays a major role in helping to clean up Puget Sound through support of stormwater and sewer projects. Mr. Hoppen then suggested that the city use Hospital Benefit Zone dollars to fund large eligible projects or to buy down the WWTP and Outfall project debt now that the large roundabout improvements are postponed. This will allow the city to lower future utility rates. He clarified that this would not be tied to General Fund dollars at all.

Gretchen Wilbert – 8825 No. Harborview Drive. Former Mayor Wilbert thanked Council and Lita Dawn Stanton for the important work to identify the history of the city. She said the Skansie House is important and asked that the city approve a couple of recommendations: 1) to allow volunteer docents scheduled to tell the story of the Skansie Brothers Boat Building and Netshed; and 2) to make improvements to the bathroom and kitchen for the docents’ use; and 3) to allow someone to live upstairs for 24-hour security. She referred to her framed pictures of the Avalon, Genius and Skansonia and offered to allow these to be used in the living room of the Skansie House. She also offered to act as docent.

**MAYOR'S REPORT / COUNCIL COMMENTS:**

Councilmember Franich praised Lita Dawn Stanton, Special Projects & Historic Preservation, for the fantastic job with the Skansie Open House Festival. He said that he learned about his family.

Councilmember Franich then asked City Attorney Angela Belbeck if the recording makes up a portion of the official record. Ms. Belbeck responded that if it exists it is part of the record, but it's the minutes that are required under statute. Councilmember Franich said that if the recording isn't part of the record then we need to have a discussion on action minutes.

Council Young said that the legal requirement is what is most important for the minutes. Councilmembers noted that any record, whether it's a recording or e-mail are all public records that can be used in court proceedings.

City Clerk Molly Towslee asked if Councilmembers had visited the city's website where the minutes are linked to the recordings. Councilmember Franich responded that he just wanted clarification on what is considered the actual record of the meeting.

Clerk Towslee explained that recordings are not required to be kept; as soon as the written minutes are approved by Council, the recordings could be destroyed. She added that old tapes are in storage, but due to the magnetic nature of recording materials, the lifespan is limited. City Administrator Karlinsey pointed out that the minutes approved on the consent agenda are six pages long; not what he considers action minutes. Councilmember Young said that he would prefer action minutes.

Councilmember Young then invited Council to the General Assembly Meeting for the Puget Sound Regional Council the afternoon of May 20th. He said we are allowed only one vote and he will be there for that.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. PROS Plan Workstudy – Mon. May 17th at 5:30 p.m.
2. Operations Committee – Thu. May 20th at 3:00 p.m.
3. Civic Center Closed Mon. May 31st for Memorial Day.

Rob Karlinsey said that the Harbor Hill Ad Hoc Committee, which consists of Councilmembers Ekberg, Young and Payne, should meet this week if possible. He was asked to e-mail the possible dates/times.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:12 p.m.  
**Franich / Conan** – unanimously approved.

CD recorder utilized: Tracks 1002 – 1032

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk



May 13, 2010

THE HONORABLE  
Chuck Hunter, Mayor  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor Hunter:

Pierce Transit is proposing to amend its code and bylaws. Pursuant to Section 2.28.070 of the Pierce Transit Code, Pierce Transit must notify all jurisdictions within the Pierce Transit service area of any proposed amendments. Please consider this as formal notification pursuant to such Section.

Enclosed are complete copies of Pierce Transit's bylaws and a draft resolution with the proposed amendments. These proposed amendments are coming as a result of legislation (2010 Wash. Laws Chapter 278) that was passed to add a non-voting member to the Pierce Transit Board of Commissioners.

Any written comments on the proposed changes should be forwarded to me by June 4, 2010. This will allow the Board of Commissioners to review comments before final action is taken on June 14, 2010.

Sincerely,

A handwritten signature in blue ink that reads "Treva Percival".

Treva Percival, CMC  
Assistant to the CEO/Clerk of the Board

Enclosure

cc: Board of Commissioners  
Lynne Griffith, CEO



Part 2

BYLAWS

Chapters:

- 2.04 Membership
- 2.08 Meetings
- 2.12 Chairperson
- 2.16 Vice-Chairperson
- 2.20 Clerk of the Board
- 2.24 Appointed Positions
- 2.28 General Provisions

Chapter 2.04

MEMBERSHIP

Sections:

- 2.04.010 Offices.
- 2.04.020 Members of the board of commissioners.

2.04.010 Offices. The principal office of Pierce Transit as of November 19, 1987, shall be located at 3701 96th Street S.W., Lakewood, Washington 98499. Pierce Transit may have such other offices, within Pierce County as the board of commissioners may determine from time to time. (Res. 82-120 §1; Res. 84-098 §1(Ex. I(part)); Res. 04-003 (part))

2.04.020 Members of the board of commissioners. A. The board of commissioners (hereinafter referred to as the board) shall consist of nine members who are selected as follows:

1. Three members selected by the city council of the city of Tacoma;
2. One member selected by the city council of the city of Lakewood;
3. Three members selected by the Pierce County Government;

4. One member selected by the city councils of the cities of Puyallup and University Place, rotating between the two jurisdictions;

5. One member selected by the representatives of city and town councils of the remaining cities and towns within the boundary of Pierce Transit.

a. Pierce Transit shall request the city and town councils to nominate a representative to the board of commissioners of Pierce Transit. The request for nomination shall be sent on the second Wednesday in February. The nomination deadline shall be the fourth Wednesday in March.

b. The list of prospective nominees shall be mailed to the town and city councils for a vote on the fourth Friday in March. The city and town councils shall have until May 1st to return the ballots.

c. The ballots shall be accompanied by a certified copy of the council resolution or motion. The clerk of the board of Pierce Transit shall count the ballots and announce the results of the balloting to the board of commissioners.

d. A plurality of ballots cast shall determine the winner.

e. In the event of a tie, the city and town councils shall have an additional thirty days to reconsider. The ballot procedure will be repeated until a winner is selected by a plurality vote.

B. All members of the Pierce Transit board must be elected officials of the jurisdiction they represent.

C. The members of the board of Pierce Transit shall be selected in the following manner and shall serve the following terms: members shall be selected to serve a three-year term. One representative of the city of Tacoma shall be selected to the board each year. All members shall serve a term of three years, with the relative balance of the city of Tacoma and Pierce County representatives preserved thereby. Each member shall hold office until the expiration of the term for which he/she is elected and until his/her successor has been selected and properly qualified.

An exception to the three-year term as provided in this chapter shall be the first two terms of the Puyallup/University Place representatives, which shall each consist of two years, rotating between the two municipalities.

After the first two two-year terms, the term shall be for three years as provided by this chapter.

D. The members shall be selected on or before the first of May. (Res. 79-1 (part); Res. 82-120 §2; Res. 84-098 §1(Ex. I(part)); Res. 86-082 (Ex. I(part)); Res. 98-010 §1; Res. 99-094 (part); Res. 00-041 (part); Res. 04-003 (part))

## Chapter 2.08

### MEETINGS

#### Sections:

- 2.08.010 Regular.
- 2.08.020 Special.
- 2.08.030 Quorum.
- 2.08.040 Chairperson.
- 2.08.050 Voting.
- 2.08.060 Order of business.
- 2.08.070 Conduct.
- 2.08.080 Authority decisions.
- 2.08.090 Responsibilities.
- 2.08.100 Compensation.

2.08.010 Regular. The regular meetings of the board of Pierce Transit shall be held at 3701 96th Street S.W., Lakewood, Washington, at the hour of 4:00 p.m. on the second Monday of each month. However, the board may designate an alternative regular meeting location and/or an alternative regular meeting date whenever the board finds it in the best interests of Pierce Transit. (Res. 82-120 §3(a); Res. 84-098 §1(Ex. I(part)); Res. 85-099 §1; Res. 87-024 §1(Ex. I); Res. 90-028 §1; Res. 91-007 §1; Res. 00-041 (part); Res. 04-003 (part))

2.08.020 Special. Special meetings of the board may be called by the chairperson. A majority of the members of the board of Pierce Transit may call a meeting by signing a request that same be called and delivering the request to the clerk of the board who shall forthwith give notice to the public and members of the board of the time and place of the meeting which notice shall be given not



less than 24 hours before the time specified for such meeting and such request. (Res. 82-120 §3(b); Res. 84-098 §1(Ex. I(part)))

2.08.030 Quorum. At all meetings of the board a majority of the members of the board shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and may compel the attendance of absent members in such manner and under such penalties as may be prescribed by resolution. (Res. 82-120 §3(c); Res. 84-098 §1(Ex. I(part)))

2.08.040 Chairperson. The chairperson shall preside at all meetings of the board. In the event of his/her absence from any meeting, the vice-chairperson shall perform the duties of the chairperson, as outlined in Section 2.16.030 of these bylaws. Absence is defined as the chairperson being unable or unwilling to conduct the duties and business of the position of chairperson. (Res. 82-120 §3(d); Res. 84-098 §1(Ex. I(part)); Res. 04-003 (part))

2.08.050 Voting. All members in attendance, including the chairperson, at board meetings shall vote on matters brought before the authority (unless excused by a majority of members in attendance). Motions drawing a tie vote shall be deemed lost. All votes taken shall be by voice vote unless a roll call is requested by a member of the board present at the meeting. (Res. 82-120 §3(e); Res. 84-098 §1(Ex. I(part)))

2.08.060 Order of business. The clerk of the board may alter the order of business for a particular board meeting for purposes of efficiency or to accommodate special needs of board members, staff or the public upon direction of, or with the approval of, the chairperson or chief executive officer. (Res. 82-120 §3(f); Res. 84-098 §1(Ex. I(part)); Res. 98-010 §2; Res. 99-094 (part); Res. 00-041 (part))

2.08.070 Conduct. Robert's Rules of Order Newly Revised shall govern the conduct of board meetings except where in conflict with these bylaws or other resolution of the board. (Res. 82-120 §3(g); Res. 84-098 §1(Ex. I(part)))

2.08.080 Authority decisions. A majority vote of the members at a meeting at which a quorum is present shall be the act of the authority. The majority vote must have at least four affirmative votes if only five members are present, or if only five members vote (excluding abstentions) on an authority act, in order to be an authority decision unless a greater number is required by law or by the by-laws. (Res. 82-120 §3(h); Res. 84-098 §1(Ex. I(part)); Res. 99-094 (part); Res. 00-041 (part))

2.08.090 Responsibilities. The board shall be responsible for conducting the legislative business of Pierce Transit. The board shall also review periodically the staff administration of Pierce Transit. Nothing in these bylaws is intended to limit the general powers of the board of Pierce Transit pursuant to Chapter 36.57A RCW or hereinafter amended. (Res. 82-120 §3(i); Res. 84-098 §1(Ex. I(part)))

2.08.100 Compensation. Each board member shall be entitled to the maximum per diem compensation as set forth in RCW 36.57A.050, as enacted or hereafter amended, unless a different amount is established by resolution of the board. Each board member shall be compensated under the following circumstances:

1. For attending a regular or special meeting as defined under Pierce Transit Code Sections 2.08.010 and 2.08.020, respectively.
2. For performing prescribed duties approved by the chairperson. (Res. 90-147: Res. 90-047: Res. 87-149)

## Chapter 2.12

### CHAIRPERSON

#### Sections:

- 2.12.010 Election.
- 2.12.020 Term.
- 2.12.030 Duties.

2.12.010 Election. The chairperson shall be a member of the board elected by the members by majority vote at a regular or special meeting of the board. (Res. 82-120 §4 (a)(1); Res. 84-098 §1(Ex. I(part)))

2.12.020 Term. The chairperson shall be elected from among the members at a first meeting in June of each year. In the event of a vacancy, the members will elect a new chairperson at the next regular meeting. A board member shall not serve as chairperson for more than two consecutive one-year terms, effective May 1983. (Res. 82-120 §4(a)(2); Res. 84-098 §1(Ex. I(part)))

2.12.030 Duties. In addition to the powers and duties granted by these bylaws, the chairperson shall have such other powers and duties as shall be prescribed by law or by resolution of the board. (Res. 82-120 §4(a)(3); Res. 84-098 §1(Ex. I(part)))

Chapter 2.16

VICE-CHAIRPERSON

Sections:

- 2.16.010 Election.
- 2.16.020 Term.
- 2.16.030 Duties.

2.16.010 Election. The vice-chairperson shall be a member of the board elected by the members by majority vote at a regular or special meeting of the board. (Res. 82-120 §4(b)(1); Res. 84-098 §1(Ex. I(part)))

2.16.020 Term. The vice-chairperson shall be elected from among the members at the first meeting in June of each year. In the event of a vacancy, the members will elect a new vice-chairperson at the next regular meeting. A board member shall not serve as vice-chairperson for more than two consecutive one-year terms, effective May 1983. (Res. 82-120 §4(b)(2); Res. 84-098 §1(Ex. I(part)))

2.16.030 Duties. In addition to the powers and duties granted by these bylaws, the vice-chairperson shall have such other powers and duties as shall be prescribed by law or by resolution of the board. In the absence of the chairperson, the vice-chairperson shall perform the duties of the chairperson, and when so acting, shall have all the powers of and be subject to all the restrictions upon the chairperson. The vice-chairperson shall perform other duties as may be assigned to him/her by the chairperson or by the board of commissioners. (Res. 82-120 §4(b)(3); Res. 84-098 §1(Ex. I(part)))

Chapter 2.20

CLERK OF THE BOARD

Sections:

- 2.20.010 Appointment.
- 2.20.020 Duties.
- 2.20.030 Minutes.
- 2.20.040 Resolutions.
- 2.20.050 Other legal documents.

2.20.010 Appointment. The board of commissioners and the chief executive officer shall appoint a clerk of the

board who shall have such power and perform such duties as prescribed by law, or action of the board. (Res. 82-120 §8(a); Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part))

2.20.020 Duties. A. The clerk of the board serves as a liaison between the board and Pierce Transit staff. The clerk of the board shall respond to requests from members of the board. The clerk of the board, in addition to his/her other duties shall be responsible for documenting compensation paid to the board in accordance with "Meeting Compensation Guidelines" as approved by the board. The clerk of the board shall also be responsible for keeping the minutes, resolutions of the board, and all other legal documents. Such records shall be kept at the principal office of the authority and shall be made available for inspection by the public in accordance with state law.

B. The clerk of the board is designated as the employee responsible for distribution of all American Public Transportation Association transit board members committee communications to members of the board of Pierce Transit. (Res. 82-96 §1; Res. 82-120 §8(b); Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part); Res. 04-003 (part))

2.20.030 Minutes. A. The clerk of the board shall cause to be recorded electronically all of the regular and special Pierce Transit board meetings and shall maintain these recordings for such period of time as may be required by applicable state laws and regulations.

B. At the conclusion of each regular or special meeting of the Pierce Transit board, the clerk of the board shall cause the minutes to be prepared in a brief and concise manner, which minutes shall contain an accurate resume of the board's official action with reference to all matters properly before it.

C. Minutes of board meetings shall be mailed to each member of the board following each meeting. The official copy for each meeting shall be signed by the chairperson and clerk of the board and shall become part of the permanent records file. (Res. 82-120 §8(c); Res. 84-098 §1(Ex. I(part)); Res. 98-010 §3)

2.20.040 Resolutions. The clerk of the board shall cause resolutions to be prepared as documentation of certain board action. Resolutions are signed by the board

chairperson and the clerk of the board and are made a part of the permanent records file. (Res. 82-120 §8(d); Res. 84-098 §1(Ex. I(part)))

2.20.050 Other legal documents. All written contractual obligations of Pierce Transit, including, but not limited to, contracts, leases, and assignments are to be referenced by the clerk of the board and made part of the agency record files, which shall be maintained as required by law. (Res. 82-120 §8(e); Res. 84-098 §1(Ex. I(part)); Res. 99-094 (part))

Chapter 2.24

APPOINTED POSITIONS

Sections:

- 2.24.010 Chief executive officer.
- 2.24.020 Legal counsel.
- 2.24.030 Committees.

2.24.010 Chief executive officer. The board shall appoint a chief executive officer who shall be responsible for the administrative functions of Pierce Transit and who shall have such power and perform such duties as shall be prescribed by law and action of the board. (Res. 82-120 §5; Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part))

2.24.020 Legal counsel. The board may appoint legal counsel as necessary. (Res. 82-120 §6; Res. 84-098 §1(Ex. I(part)))

2.24.030 Committees. Committees of the board shall be created from time to time by act of the board as needed to facilitate the conduct of business. Except where a motion is adopted with respect to a particular committee specifying a different method of appointment, the chairperson shall make the appointments to such committees. Terms of the committees should coincide with the term of the chairperson. (Res. 82-120 §7; Res. 84-098 §1(Ex. I(part)))

Chapter 2.28

GENERAL PROVISIONS

Sections:

- 2.28.010 Contracts.
- 2.28.020 Warrants.
- 2.28.030 Notes.
- 2.28.040 Deposits.
- 2.28.050 Gifts.
- 2.28.060 Resolutions.
- 2.28.070 Amendments.

2.28.010 Contracts. The board may authorize any officer or officers, agent or agents of Pierce Transit, in addition to the officers so authorized by resolution to enter into any contract or execute and deliver any instrument in the name of and on behalf of Pierce Transit, and

such authorization may be general or may be confined to specific instances. (Res. 82-120 §9 (a); Res. 84-098 §1(Ex. I (part)))

2.28.020 Warrants. All disbursements of Pierce Transit shall be by warrant drawn by the vice president of finance and administration, auditor or as otherwise directed by law. All requests for warrants shall be signed as directed by board resolution. (Res. 82-120 §9 (b); Res. 84-098 §1(Ex. I (part))); Res. 00-041 (part))

2.28.030 Notes. All notes or other evidence of indebtedness, including bills, issued or incurred in the name of Pierce Transit shall be signed by such officer, member, agent or employee of Pierce Transit, and in such manner as shall from time to time to be determined by resolution of the board. (Res. 82-120 §9 (c); Res. 84-098 §1(Ex. I(part)))

2.28.040 Deposits. All funds of Pierce Transit shall be deposited in the appropriate funds established by resolution. The vice president of finance and administration shall be custodian of the funds and is, subject to approval by resolution of the board, authorized to invest such funds in the manner provided by law. (Res. 82-120 §9(d); Res. 84-098 §1(Ex. I(part))); Res. 00-041 (part))

2.28.050 Gifts. The board may accept on behalf of Pierce Transit any contribution, gift, bequest, or devise, for any purpose of Pierce Transit. (Res. 82-120 §9(e); Res. 84-098 §1(Ex. I(part)))

2.28.060 Resolutions. The vote on all formal resolutions of the board shall be recorded in the minutes, and each such resolution shall be signed by the chairperson and the clerk of the board. (Res. 98-010 §4; Res. 82-120 §10; Res. 84-098 §1(Ex. I(part)))

2.28.070 Amendments. These bylaws may be added to or changed by an affirmative vote of five members in attendance at any board meeting where a 30-day written notice of such meeting has been sent to all legislative bodies within the jurisdiction of Pierce Transit. The 30-day written notice shall advise all of the legislative bodies within the boundaries of Pierce Transit of the proposed changes which are to be considered. (Res. 82-120 §11; Res. 84-098 §1(Ex. I (part))); Res. 99-094(part))





[Draft Resolution of Proposed Amendments to  
Pierce Transit Code and By-Laws –  
For Notice and Discussion Purposes]

RESOLUTION NO. 10-

1 A RESOLUTION of the Board of Commissioners of  
2 Pierce Transit Amending the Pierce Transit Code to  
3 Implement 2010 Wash. Laws Chapter 278  
4

5 WHEREAS, a new law (2010 Wash. Laws Chapter 278) (the "Legislation")  
6 requires, among others, legislative bodies of public transportation benefit areas organized  
7 under chapter 36.57A RCW, such as Pierce Transit, to add a "nonvoting" board member that  
8 is recommended or selected by majority vote of the labor organization(s), if any, representing  
9 the public employees in the agency, to their governing bodies (the "Nonvoting Member"); and

10 WHEREAS, pursuant to the Legislation, the Nonvoting Member must comply  
11 with the governing bylaws and policies applicable to the agency; does not have voting rights;  
12 shall be excluded from executive sessions regarding negotiations with labor organizations;  
13 and may be excluded from all other executive sessions by the chair of the legislative body;  
14 and

15 WHEREAS, an objective of the Legislation is to give the labor organization  
16 representative a seat on the legislative body and to voice his or her opinion with respect to  
17 policies, legislation, and other topics discussed at public meetings; and

18 WHEREAS, the Pierce Transit Code (the "Code") and By-Laws (the "By-  
19 Laws"), and in particular provisions of the Code addressing the Pierce Transit Board of  
20 Commissioners (the "Board"), do not currently provide for a nonvoting member of on the  
21 Board; and

22 WHEREAS, the Board finds it in the best interest of Pierce Transit to amend  
23 certain sections of the Code and By-Laws to implement the Legislation; and

24 WHEREAS, pursuant to Section 2.28.070 of the Code, at least 30-days prior  
25 written notice of such amendments has been provided by Pierce Transit;

1 NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of  
2 Pierce Transit as follows:

3 Section 1. The following sections of the Pierce Transit Code and By-Laws are  
4 hereby amended to read as follows (additions are underscored and deletions are shown as  
5 stricken):

6 (a) **Section 1.12.040 Definitions**. The following terms or phrases as  
7 used in this chapter have the following meanings:

8 A. The term "Pierce Transit Board of Commissioners" or  
9 "Commissioners" or "Members" or "Nonvoting Member" shall mean the  
10 commissioners of Pierce Transit as provided by RCW 36.57A and shall be  
11 interpreted in the singular or plural as warranted by the given circumstance.  
12 The term "Nonvoting Commissioner" shall mean the "Nonvoting Member" as  
13 used in RCW 36.57A.

14 B. The term "Employees" shall mean a person or persons employed  
15 on a full-time or part-time basis; however, an employee does not include a  
16 person or persons contracting with Pierce Transit to perform consulting or  
17 special technical services and shall be interpreted in the singular or plural  
18 as warranted by the given circumstance.

19 C. The term "Financial interest" shall mean any legal or equitable  
20 interest which would provide a financial benefit.

21 D. The term "Immediate family" shall include a Commissioner's or an  
22 Employee's spouse, domestic partner, dependent children, non-dependent  
23 children, siblings, relatives by marriage and other individuals residing in the  
24 Commissioner's or Employee's household.

1 E. The term "Pierce Transit" or "agency" shall mean Pierce County  
2 Public Transportation Benefit Area Corporation, a municipal corporation of  
3 the state of Washington.

4 F. The term "Executive Team" shall include the agency's Chief  
5 Executive Officer, Vice Presidents, and members of the Executive Office as  
6 designated by the Chief Executive Officer.

7 (b) **Section 1.12.050 Conflicts of interest.** Commissioners and  
8 Employees of Pierce Transit shall not engage in any act which is in conflict with or  
9 creates an appearance of conflict with the performance of their responsibilities while  
10 acting in an official capacity for Pierce Transit; provided that such prohibition is not  
11 intended to impair the Commissioners from fulfilling their proscribed duties and  
12 responsibilities to their respective jurisdictions. Should a Commissioner, as a result of  
13 their elected office, be placed in a position of conflict or create an appearance of  
14 conflict, the Commissioner shall immediately disclose to the Board of Commissioners  
15 such circumstance and shall recuse herself/himself from Board of Commissioner and  
16 agency business from which the conflict or appearance arises. Should a Nonvoting  
17 Commissioner be placed in a position of conflict or create an appearance of conflict,  
18 the Nonvoting Commissioner shall immediately disclose to the Board of  
19 Commissioners such circumstance and shall recuse herself/himself from Board of  
20 Commissioner and agency business from which the conflict or appearance arises.  
21 Conflicts of interest for Pierce Transit Commissioners and Employees include but are  
22 not limited to:

1           A.     Using or permitting the use or possession of any agency-owned  
2 vehicles, equipment, materials, money, or property for personal or private  
3 convenience or profit unless use is available to the public.

4           B.     Soliciting, accepting, seeking for oneself or others, or giving  
5 anything of economic value such as a gratuity, gift, money, favor, service, or  
6 information on more favorable terms than those granted to the public  
7 generally from or to any person, firm or corporation that is or may be  
8 contracting with or providing, or seeking to provide services, materials,  
9 equipment or property to Pierce Transit. Any gift received that is prohibited  
10 is to be given to the employee's immediate supervisor and returned with a  
11 written expression of thanks and an explanation of the agency policy  
12 concerning gifts. The prohibition of gifts shall not apply to:

13                   1. Reasonable hosting, including travel expenses,  
14 entertainment, meals or refreshments furnished in connection with  
15 appearances, ceremonies, meetings, and occasions relating to  
16 agency business;

17                   2. Unsolicited advertising or promotional items of little or no  
18 value, such as pens and note pads;

19                   3. An award publicly presented in recognition of public  
20 service;

21                   4. Any gift that would have been offered or given to the  
22 Commissioners or Employees if he or she were not a Commissioner  
23 or an agency employee.

1 C. Employing, using, requesting, or permitting the use of any  
2 Commissioner's or Employee's-paid time for the personal benefit, gain, or  
3 profit of the Commissioners or Employees, or another.

4 D. Using his or her position to secure special privileges or  
5 exceptions for himself, herself, or for the benefit, gain, or profits of other  
6 persons or entities.

7 E. Conducting a secondary job, income producing endeavor, and/or  
8 political or volunteer activity not associated with Pierce Transit during Pierce  
9 Transit working hours or using agency resources.

10 F. Engaging in or accepting private employment or rendering  
11 services for a person, firm, or corporation when such employment or service  
12 is incompatible with the proper discharge of official duties for Pierce Transit,  
13 impairs independence of judgment or action in the performance of such  
14 official duties, or creates an appearance of conflict with official duties.

15 G. Participating in a transaction, other than a ministerial function,  
16 involving the appointment, termination of appointment, promotion, demotion,  
17 discipline, approval of a salary increase or decrease, or the supervision of  
18 the work of a member of the immediate family or any other person in whom  
19 the Commissioners or Employees have a financial interest.

20 H. Continuing to serve as an Employee or contractor with the agency  
21 if appointed, recommended, or selected to serve as a member of the Pierce  
22 Transit Board of Commissioners.

1 I. Participating in an agency decision when a conflict of interest, or  
2 appearance of a conflict, might arise as a result of serving in a public office  
3 or on a nonprofit board.

4 J. Using, or disclosing without authorization, confidential information  
5 acquired by reason of the Commissioner's or Employee's position during or  
6 after service on the Commission or agency employment provided that  
7 nothing shall prohibit the disclosure or use of information that is a matter of  
8 public knowledge or which is available to the public on request.

9 K. Influencing the selection or non-selection of, or in the course of  
10 doing business with, a corporation, person, or firm having or seeking  
11 business with Pierce Transit if a Commissioner or Employee has a personal  
12 financial interest in said corporation, person, or firm.

13 L. Participating as a Commissioner or Employee in the making of a  
14 contract in which he or she has a financial interest, direct or indirect, or  
15 performs in regard to such a contract some function requiring the exercise  
16 of discretion on behalf of the agency.

17 M. Knowing, or in the exercise of reasonable care should have  
18 known, that he/she directly or indirectly possesses a substantial or  
19 controlling interest in any business entity which contracts with or provides  
20 any services, equipment, materials, or property to Pierce Transit without  
21 disclosing such interest to the Clerk of the Board of Pierce Transit.

22 N. Receiving or having any financial interest in any sale or lease to  
23 Pierce Transit of services, materials, equipment, or property when such  
24 financial interest is received with the prior knowledge that Pierce Transit

1 intends to purchase, lease, or contract for such services, materials,  
2 equipment or property.

3 O. Remaining as an employee, officer, partner, director, or  
4 consultant of any corporation or firm or an employee or business associate  
5 of any person contracting with or providing any services, materials,  
6 equipment, or property to Pierce Transit; provided, however, this section  
7 shall not be construed to mean that a Nonvoting Commissioner  
8 recommended or selected to the Board by labor organization(s) would be  
9 conflicted merely due to the labor organization's collective bargaining  
10 agreement with Pierce Transit.

11 P. Appearing on behalf of a private interest before any governmental  
12 agency which regulates or funds the operations of Pierce Transit or  
13 representing a private interest in any litigation to which Pierce Transit is a  
14 party, if the Commissioner or Employee has a personal interest and this  
15 personal interest has not been disclosed to the Clerk of the Board of Pierce  
16 Transit. The Commissioner or Employee must disclose to the governmental  
17 agency or legal entity that they are appearing as a private individual and not  
18 as a representative of Pierce Transit.

19 Q. Unlawful use or authorizing the use of facilities of the agency  
20 except in Pierce Transit designated neutral public forum spaces, directly or  
21 indirectly, for the purpose of assisting a campaign for election of any person  
22 to any office or for the promotion of or opposition to any ballot proposition,  
23 collecting signatures for political initiatives or causes on agency property, or



1 posting political petitions or other partisan causes while on or off-duty in  
2 uniform.

3 (c) **Section 1.12.060 Potential conflict of interest-Commissioner or**  
4 **Employee.**

5 A. Duty to report. Any Commissioner or Employee who becomes  
6 aware that he or she may have a potential conflict of interest which arises in  
7 the course of his or her official duties shall immediately notify his or her  
8 supervisor or the Board of Commissioners of such potential conflict in  
9 writing.

10 B. Resolution of potential conflict of interest — Commissioner. The  
11 Commissioner reporting the potential conflict of interest will be recused from  
12 any involvement related to the potential conflict of interest; however, in the  
13 case of a conflict by a Nonvoting Commissioner merely due to her/his  
14 affiliation with a labor organization, he/she may participate in public  
15 discussion of such matters without recusal. Documentation of the recusal  
16 will be maintained by the Clerk of the Board.

17 C. Resolution of potential conflict of interest — Employee. Upon  
18 receipt of a notification of a potential conflict of interest, the supervisor shall  
19 take action to resolve the potential conflict of interest by designating within a  
20 reasonable time an alternative employee to perform the duty which is  
21 involved in the potential conflict. The disposition of the potential conflict  
22 shall be stated in writing by the supervisor and kept in files maintained by  
23 the supervisor, with copies to the vice president of the employee's  
24 department and Human Resources.

1 (d) Section 1.12.070 Conflict of interest violation-Commissioners,  
2 Executive Team and all other Employees.

3 A. Duty to report. Any Commissioner, Employee or member of the  
4 public who believes a conflict of interest violation has occurred shall notify  
5 the Pierce Transit Clerk of the Board in writing.

6 B. Resolution of reported conflict of interest violation -  
7 Commissioners and Executive Team. Upon receipt of a report of conflict of  
8 interest violation, a Committee comprised of the three most senior voting  
9 Commissioners and legal counsel shall have the responsibility to investigate  
10 the issues and address any real, implied or possible conflict of interest  
11 violation. The Committee Commissioners will act as a fact-finding body or  
12 may retain the services of a third party investigator, at its sole discretion,  
13 and shall present the findings of fact as to whether a violation has occurred  
14 to the full Board of Commissioners with a recommended course of action,  
15 subject to recusal of any Commissioners who are the subject of the  
16 violation. Any Commissioner or legal counsel shall recuse herself/himself  
17 from the Committee or action upon the Committee's recommendations  
18 where there is a prejudice or bias of any kind or character material to the  
19 matter under investigation.

20 C. Resolution of reported conflict of interest violation - All other  
21 Employees. Upon receipt of a report of conflict of interest violation, a  
22 Committee comprised of three members of the agency Executive Team and  
23 legal counsel shall have the responsibility to investigate the issues and  
24 address any real, implied or possible conflict of interest violation. The

1 Committee Executive Team members will act as a fact-finding body or may  
2 retain the services of a third party investigator, at its sole discretion, and  
3 shall present the findings of fact as to whether a violation has occurred to  
4 the Chief Executive Officer with a recommended course of action. Any  
5 Committee member or legal counsel shall recuse herself/himself from the  
6 Committee or action upon the Committee's recommendations where there  
7 is a prejudice or bias of any kind or character material to the matter under  
8 investigation.

9 (e) **Section 1.12.080 Disclosure of income and investments.**

10 A. Commissioners and Employees of Pierce Transit shall be  
11 required to file with the agency Clerk of the Board a disclosure of income  
12 and investments that may be applicable to an identified conflict of interest or  
13 appearance of a conflict in their association with any person, firm or  
14 corporation and their responsibilities as duly elected public officials,  
15 Nonvoting Commissioner, or Employees in their appointment and discharge  
16 of responsibilities while acting in an official capacity for Pierce Transit.

17 B. The Clerk of the Board shall acquire F-1 forms for the  
18 Commissioners from the Washington State Public Disclosure Commission  
19 and Employees shall be required to disclose any and all income from  
20 sources in which a conflict may exist, the identity of the corporation, firm or  
21 enterprise in which the Commissioner or Employee has a direct financial  
22 interest, every office or directorship held by the Commissioner or Employee,  
23 a legal description of all real property that is within the operating boundaries  
24 of Pierce Transit and the name of any corporation, firm, or enterprise having

1 a business relationship with Pierce Transit through any noncompetitive  
2 process in which the Commissioner or Employee has a substantial interest.

3 (f) **Section 1.12.090 Violation – Penalty.**

4 A. Any Employee of Pierce Transit who willfully or negligently  
5 violates or is found to be is violation of this Code of Ethics may be subject to  
6 disciplinary action, including termination. Commissioners may be subject to  
7 removal or other disciplinary action as determined by the Board of  
8 Commissioners through a majority vote of those unrecused Commissioners  
9 eligible to vote under the provisions of RCW 36.57A.050, this Code of  
10 Ethics and the Pierce Transit Code. If a Commissioner is found by the  
11 voting members of the Board to have knowingly violated the Ethics Policy,  
12 the Commissioner is subject to official reprimand by vote of a majority of a  
13 quorum of the Board and to penalties that may be prescribed by law. The  
14 Board will notify the reprimanded Commissioner's appointing,  
15 recommending or selecting jurisdiction or labor organization(s) of the  
16 Board's action and the Board may request the jurisdiction or labor  
17 organization(s) remove the reprimanded Commissioner from the Pierce  
18 Transit Board for very serious violations.

19 B. Further, Commissioners and Employees of Pierce Transit may be  
20 subject to civil penalties as prescribed and set forth in the Revised Code of  
21 Washington and by any other governmental laws and regulations providing  
22 penalties and sanctions for actions that may be deemed inappropriate and  
23 in conflict with the discharge of the individual's official duties and  
24 responsibilities.

1 (g) **Section 1.90.010 Definitions.**

2 A. "Committee" shall refer to a permanent committee of the authority  
3 established by resolution from time to time to advise and assist the board  
4 and the chief executive officer of the authority in the performance of their  
5 respective duties. Such committees shall be composed of members of the  
6 board appointed thereto as hereinafter provided in Chapter 2.24.030 of the  
7 Pierce Transit Bylaws.

8 B. "Committee chair" shall mean a member of the board appointed  
9 by the board as chairperson of any committee.

10 C. "Subcommittee" shall refer to any group selected by the board,  
11 the board chair, or a committee chair as hereinafter provided in  
12 Section 19.90.020 to assist a committee or the board. Subcommittees shall  
13 be assigned specific tasks and responsibilities and, in addition to board  
14 members, may include representatives of other public agencies and  
15 citizens. A subcommittee may be referred to as a "committee,"  
16 "subcommittee," or "task force" or by such other term as may be deemed  
17 appropriate by the body or person making the selection and assignment of  
18 tasks and responsibilities.

19 D. "Voting members" of the Board and "nonvoting members" of the  
20 Board shall have the meanings as provided in RCW 36.57A.050, and shall  
21 have the same definition throughout this Code.

22 (Res. No. 08-026, § 1, 5-12-2008)

1 (h) **Section 1.90.020 Committees and subcommittees.**

2 A. Permanent committees. The board hereby establishes the  
3 following permanent committees to perform such responsibilities as may be  
4 assigned by resolution or motion of the board: Executive committee and  
5 finance committee. The board may establish additional permanent  
6 committees by resolution if and when such committees are determined by  
7 the board to be reasonably necessary for the conduct of business or for the  
8 development of policy by the authority. The board may also by motion, from  
9 time-to-time, appoint sub-committees to serve for a specified period or to  
10 study and report on particular tasks or programs as may be deemed helpful  
11 to assist the board and its committees. Any board member present at a  
12 meeting of any committee or subcommittee, although not a member thereof,  
13 shall be entitled to participate in the public deliberations of such committee  
14 or sub-committee but shall not be entitled to vote on committee or  
15 subcommittee recommendations to the board.

16 B. Committee chairs and vice chairs. Each committee and  
17 subcommittee shall elect its own chair and vice chair on an annual basis.  
18 No board member shall serve as a chair or vice chair of more than one  
19 permanent Committee.

20 C. Regular meetings of committees or subcommittees. Regular  
21 meetings of the committees and subcommittees shall be held at the times  
22 and places as may be established by the committee or under the direction  
23 of the board chair. Unless otherwise prescribed by direction of the chair of  
24 a committee or subcommittee, the clerk of the board shall prepare a written

1 notification for each meeting of a committee or subcommittee and,  
2 whenever feasible, shall forward to each Board member appropriate  
3 notification in advance of the meeting. A committee or subcommittee chair,  
4 upon reasonable advance notice to the clerk of the board or board chair and  
5 all members of the committee or subcommittee, may cause such committee  
6 or subcommittee to meet at a different place or different time of the same  
7 day of the regular meeting upon following the procedures for the  
8 cancellation of board meetings.

9 D. Special meetings of committees or subcommittees. Special  
10 meetings of any committee or subcommittee may be called by the  
11 committee or subcommittee chair or by a majority of the members of the  
12 committee or subcommittee by notifying the clerk of the board and board  
13 chair and each member of the committee or subcommittee by telephone or  
14 by delivering or transmitting written notice of the items of business, location  
15 and time of said special meeting at least twenty-four hours in advance  
16 thereof.

17 (Res. No. 08-026, § 2, 5-12-2008)

18 (i) **Section 1.90.030 Procedure for committee and subcommittee**

19 **actions.**

20 A. Agendas. At the direction of a committee or sub-committee chair,  
21 the clerk of the board or designated staff of the authority shall prepare the  
22 agenda for each regular meeting of the committee or subcommittee and  
23 shall forward such agenda to each member in advance of said regular  
24 meeting. Whenever feasible, the agenda for a special meeting of a

1 committee or subcommittee shall be forwarded to each board member in  
2 advance of said special meeting. Any member may cause a matter to be  
3 placed on the agenda of an appropriate committee or subcommittee prior to  
4 the agenda being published by making such request to the clerk of the  
5 board or the chair of the committee or subcommittee. The committee or  
6 subcommittee chair shall ensure that the matter is scheduled for  
7 consideration by the committee or subcommittee and a recommendation  
8 forwarded to the board within ninety days following such request.

9 B. Actions of committees or subcommittees. Except as to matters  
10 which have been specifically delegated by the board to a committee or  
11 subcommittee for final decision, recommendations of a committee or  
12 subcommittee shall be advisory to the board. All such recommendations  
13 shall be by motion. Approval of motions shall be by an affirmative vote of a  
14 majority of the members in attendance. Recommendations by committees  
15 or subcommittees for board action shall be transmitted to the board in the  
16 form of proposed resolutions or motions, as applicable, and shall be  
17 included as part of the board's agenda, whenever feasible. When a  
18 committee or subcommittee item ends in a tie of the voting members  
19 present at the committee or subcommittee meeting, the item shall be  
20 automatically placed on the agenda for action at the next board meeting.

21 C. Executive sessions of committees or subcommittees. A  
22 committee or subcommittee upon affirmative motion of the voting members  
23 in attendance or at the request of the chair, may hold executive sessions  
24 during a regular or special meeting consistent with the purposes and



1 procedures as set forth in Chapter 42.30 of the Revised Code of  
2 Washington. Nonvoting members shall be excluded from all or a portion of  
3 executive sessions called during a regular or special committee or  
4 subcommittee meeting in the same manner as regular or special meetings  
5 of the Board.

6 D. Quorum for committees or subcommittees. A quorum for a  
7 meeting of a committee shall be at least one-half of the members of such  
8 committee. A quorum for a meeting of any subcommittee shall be at least  
9 one-third of the members of such subcommittee but no less than three  
10 members of such subcommittee.

11 (Res. No. 08-026, § 3, 5-12-2008)

12 (j) **Section 2.04.020 Members of the board of commissioners.**

13 A. The board of commissioners (hereinafter referred to as the  
14 board) shall consist of nine voting members and one nonvoting member  
15 who are selected, recommended, appointed or selected as follows:

- 16 1. Three members selected by the city council of the city of  
17 Tacoma;
- 18 2. One member selected by the city council of the city of  
19 Lakewood;
- 20 3. Three members selected by the Pierce County  
21 Government;
- 22 4. One member selected by the city councils of the cities of  
23 Puyallup and University Place, rotating between the two jurisdictions;

1                   5.     One member selected by the representatives of city and  
2 town councils of the remaining cities and towns within the boundary  
3 of Pierce Transit.

4                   a.     Pierce Transit shall request the city and town councils to  
5 nominate a representative to the board of commissioners of Pierce  
6 Transit. The request for nomination shall be sent on the second  
7 Wednesday in February. The nomination deadline shall be the fourth  
8 Wednesday in March.

9                   b.     The list of prospective nominees shall be mailed to the  
10 town and city councils for a vote on the fourth Friday in March. The  
11 city and town councils shall have until May 1st to return the ballots.

12                   c.     The ballots shall be accompanied by a certified copy of the  
13 council resolution or motion. The clerk of the board of Pierce Transit  
14 shall count the ballots and announce the results of the balloting to the  
15 board of commissioners.

16                   d.     A plurality of ballots cast shall determine the winner.

17                   e.     In the event of a tie, the city and town councils shall have  
18 an additional thirty days to re-consider. The ballot procedure will be  
19 repeated until a winner is selected by a plurality vote.

20                   6. The nonvoting member shall be recommended or selected in  
21 accordance with RCW 36.57A.050.

22                   B.     All voting members of the Pierce Transit board must be elected  
23 officials of the jurisdiction they represent.

1 C. The voting members of the board of Pierce Transit shall be  
2 selected in the following manner and voting and nonvoting members shall  
3 serve the following terms: members shall be selected to serve a three-year  
4 term. One representative of the city of Tacoma shall be selected to the  
5 board each year. All voting members shall serve a term of three years, with  
6 the relative balance of the city of Tacoma and Pierce County  
7 representatives preserved thereby. Each voting member shall hold office  
8 until the expiration of the term for which he/she is elected and until his/her  
9 successor has been selected and properly qualified.

10 An exception to the three-year term as provided in this chapter shall be  
11 the first two terms of the Puyallup/University Place representatives, which  
12 shall each consist of two years, rotating between the two municipalities.  
13 After the first two two-year terms, the term shall be for three years as  
14 provided by this chapter.

15 D. The voting members shall be selected on or before the first of  
16 May. (Res. 79-1 (part); Res. 82-120 §2; Res. 84-098 §1(Ex. I(part)); Res.  
17 86-082 (Ex. I(part)); Res. 98-010 §1; Res. 99-094 (part); Res. 00-041 (part);  
18 Res. 04-003 (part)).

19 (k) **Section 2.08.030 Quorum.** At all meetings of the board a majority of  
20 the voting members of the board shall constitute a quorum for the transaction of  
21 business, but a less number may adjourn from time to time and may compel the  
22 attendance of absent members in such manner and under such penalties as may be  
23 prescribed by resolution. Notwithstanding the foregoing, all members of the board

1 shall comply with the Open Public Meetings Act as it applies to meetings and other  
2 conduct of the board. (Res. 82-120 §3(c); Res. 84-098 §1(Ex. I(part)))

3 (l) **Section 2.08.050 Voting.** All voting members in attendance,  
4 including the chairperson, at board meetings shall vote on matters brought before the  
5 authority (unless excused by a majority of members in attendance). Motions drawing  
6 a tie vote shall be deemed lost. All votes taken shall be by voice vote unless a roll call  
7 is requested by a member of the board present at the meeting. (Res. 82-120 §3(e);  
8 Res. 84-098 §1(Ex. I(part)))

9 (m) **Section 2.08.080 Authority decisions.** A majority vote of the voting  
10 members at a meeting at which a quorum is present shall be the act of the authority.  
11 The majority vote must have at least four affirmative votes if only five voting members  
12 are present, or if only five voting members vote (excluding abstentions) on an  
13 authority act, in order to be an authority decision unless a greater number is required  
14 by law or by the by-laws. (Res. 82-120d §3(h); Res. 84-098 §1(Ex. I(part)); Res. 99-  
15 094 (part); Res. 00-041 (part))

16 (n) **Section 2.08.090 Responsibilities.** The voting members of the  
17 board shall be responsible for conducting the legislative business of Pierce Transit.  
18 The voting members of the board shall also review periodically the staff administration  
19 of Pierce Transit. Nothing in these bylaws is intended to limit the general powers of  
20 the voting members of the board of Pierce Transit pursuant to Chapter 36.57A RCW  
21 or hereinafter amended. (Res. 82-120 §3(i); Res. 84-098 §1(Ex. I(part)))

1 (o) **Section 2.12.010 Election.** The chairperson shall be a voting  
2 member of the board elected by the voting members by majority vote at a regular or  
3 special meeting of the board. (Res. 82-120. §4 (a)(1); Res. 84-098 §1(Ex. I(part))).

4 (p) **Section 2.12.020 Term.** The chairperson shall be elected from  
5 among the voting members at a first meeting in June of each year. In the event of a  
6 vacancy, the voting members will elect a new chairperson at the next regular meeting.  
7 A board member shall not serve as chairperson for more than two consecutive one-  
8 year terms, effective May 1983. (Res. 82-120 §4(a)(2); Res. 84-098 §1(Ex. I(part)))

9 (q) **Section 2.16.010 Election.** The vice-chairperson shall be a voting  
10 member of the board elected by the voting members by majority vote at a regular or  
11 special meeting of the board. (Res. 82-120 §4(b)(1); Res. 84-098 §1(Ex. I(part)))

12 (r) **Section 2.16.020 Term.** The vice-chairperson shall be elected from  
13 among the members at the first meeting in June of each year. In the event of a  
14 vacancy, the voting members will elect a new vice-chairperson at the next regular  
15 meeting. A board member shall not serve as vice-chairperson for more than two  
16 consecutive one-year terms, effective May 1983. (Res. 82-120 §4(b)(2); Res. 84-098  
17 §1(Ex. I(part)))

18 (s) **Section 2.20.010 Appointment.** The voting members of the board of  
19 commissioners and the chief executive officer shall appoint a clerk of the board who  
20 shall have such power and perform such duties as prescribed by law, or action of the  
21 board. (Res. 82-120 §8(a); Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part))

22 (t) **Section 2.24.010 Chief executive officer.** The voting members of  
23 the board shall appoint a chief executive officer who shall be responsible for the  
24 administrative functions of Pierce Transit and who shall have such power and perform

1 such duties as shall be prescribed by law and action of the board. (Res. 82-120 §5;  
2 Res. 84-098 §1(Ex. I(part)); Res. 00-041 (part))

3 (u) **Section 2.24.020 Legal counsel.** The voting members of the board  
4 may appoint legal counsel as necessary. (Res. 82-120 §6; Res. 84-098  
5 §1(Ex. I(part)))

6 (v) **Section 2.24.030 Committees.** Committees of the board shall be  
7 created from time to time by act of the voting members of the board as needed to  
8 facilitate the conduct of business. Except where a motion is adopted with respect to a  
9 particular committee specifying a different method of appointment, the chairperson  
10 shall make the appointments to such committees. Terms of the committees should  
11 coincide with the term of the chairperson. (Res. 82-120 §7; Res. 84-098  
12 §1(Ex. I(part)))

13 (w) **Section 2.28.010 Contracts.** The voting members of the board may  
14 authorize any officer or officers, agent or agents of Pierce Transit, in addition to the  
15 officers so authorized by resolution to enter into any contract or execute and deliver  
16 any instrument in the name of and on behalf of Pierce Transit, and such authorization  
17 may be general or may be confined to specific instances. (Res. 82-120 §9 (a); Res.  
18 84-098 §1(Ex. I (part)) )

(x) **Section 2.28.070 Amendments.** These bylaws may be added to or

changed by an affirmative vote of five voting members in attendance at any board meeting where a 30-day written notice of such meeting has been sent to all legislative bodies within the jurisdiction of Pierce Transit. The 30-day written notice shall advise all of the legislative bodies within the boundaries of Pierce Transit of the proposed changes which are to be considered. (Res. 82-120 §11; Res. 84-098 §1(Ex. I (part)); Res. 99-094 (part))

Section 2. The Pierce Transit Code and By-Laws, as further amended by Section 1 hereof, are hereby ratified and confirmed.

Section 3. This resolution shall take effect immediately after its passage and approval.

ADOPTED by the Board of Commissioners of Pierce Transit at a regular meeting thereof held on the fourteenth day of June, 2010.

\_\_\_\_\_  
Terry Lee, Chairman  
Board of Commissioners

ATTEST:

\_\_\_\_\_  
Treva Percival, CMC  
Clerk of the Board



CITY OF GIG HARBOR  
OPERATIONS & PUBLIC PROJECTS  
COMMITTEE MEETING - MINUTES

**DATE of MEETING:** March 25, 2010  
**TIME:** 3:07 pm  
**LOCATION:** Public Works Conference Room  
**MEMBERS PRESENT:** Councilmembers Franich, Malich and Committee Chair Payne  
**STAFF PRESENT:** City Engineer Rob Karlinsey, City Engineer Steve Misiurak, Sr. Engineer Emily Appleton; WWTP Supervisor Darrell Winans, Asst. City Clerk Maureen Whitaker  
**OTHERS PRESENT:** John Chadwell, Olympic Property Group  
**SCRIBE:** Maureen Whitaker

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1. LIFT STATION 6 UPDATE.

**DISCUSSION POINTS**

At the Feb. 25 Operations Committee meeting, the Operations Committee requested that Sr. Engineer Emily Appleton bring back a preliminary alternative comparison and estimated cost attributes summary of Options 2, 2A, and 2B.

Option 2 – Above Ground Building. Estimated cost is \$550,000, 12' x 16' structure. The building height is approximately 10 feet with the least amount of site work required. Discussion about impacts to uphill views. Councilmember Payne stated that the impact to these uphill views should be strongly considered and he was adamantly against blocking these views. Councilmember Franich expressed his concern about the budget and costs. Councilmember Franich stated that the City should be looking at the bottom lines as well as do the best we can to protect the neighborhood characteristics.

Option 2A – Sunken Building. Estimated cost is \$629,000. 12' x 16' structure. The building height is approximately 3.5 feet (downhill). Needs extra ventilation. Less impact to neighborhood. Access will be off Craig Lane. The roof will be landscaped. Councilmember Malich expressed interest in getting a mixed benefit from having the roof landscaped and possibly a viewing platform.

Option 2B – Underground Building. Estimated cost is \$780,000. 12' x 19' structure. Cost is prohibitive.

Option 2 and 2B were discussed as the least viable options. Wastewater Treatment Plant Supervisor Darrell Winans to email Councilmember Malich the interior sketch and layout of components of 2A. Mr. Winans requested comments about the aesthetics of the building and did not want this to look like a box. Safety, noise and odor abatement was discussed. Mr. Winans provided pertinent background of proposed options as well as the status of the existing lift station and noted that this lift station requires the highest maintenance of all lift station.



There are remaining issues to resolve: Triangle ownership, neighborhood concerns regarding above ground building, and potential for undergrounding some of the overhead lines.

**RECOMMENDATION / ACTION / FOLLOW-UP**

The Committee expressed their consideration of Option 2A, due to scale/size, accessibility for maintenance and overall construction costs. The Committee stressed that prior to any options presented to City Council, community input should take place and be given consideration.

**2. BB16 IJR PROCESS UPDATE & SEHMEL RIGHT TURN LANE**

**DISCUSSION POINTS**

Sr. Engineer Emily Appleton attended a recent meeting with WSDOT regarding the findings of the Interchange Justification Report (IJR), now considered a 'modified IJR'. This report described that with an observable reduction in travel and growth, a new set of traffic forecasts were in order. Revised growth rates and new traffic counts were provided by the city and WSDOT, and the new traffic forecasts showed that with relatively minor operational modifications, the BB16 Interchange could continue to operate acceptably until 2035. The good news is the city will not be required to do a full IJR.

Based on discussions with WSDOT and the expected need to complete an Interchange Justification Report (IJR), part of Lochner's ongoing work was to update traffic projections in order to confirm the operational analysis and functionality of the BB16 interchange for the IJR. Lochner produced a draft Executive Summary that explained the analysis that was done. That summary regarding a change to the required full IJR. Ms. Appleton reiterated that last year the traffic counts were revised in the city and Pierce County. These counts showed that growth volumes had decreased and were not as high as projected by previous reports. Ms. Appleton further explained that while the economy has taken a dramatic step backward since 2008, it will begin to grow again and could create congestion and traffic concerns once again. Another test was conducted using the 2035 pre-recession trip generation growth rates with the 2015 revise travel demand model forecasts. The results of this test showed that substantial traffic increases could occur around the BB16 Interchange and it could begin to fail around 2028 to 2030 or much earlier depending on the timing of new developments in this area. WSDOT was very cooperative in working through the options and possibilities, and the conclusion was that a new interchange would not likely be necessary for the next 20 years, however WSDOT requested that the city consider other low cost improvements to mitigate possible variances in the projects that were made.

As a result of WSDOT's recommendation for the city to consider other low cost improvements as short-term mitigation, City Administrator Karlinsey explained that the key component to the success of the interchange is constructing a right-turn lane at Sehmel Drive located at the small state roundabout. If this work is constructed as part of the current BB16 Improvement Project, construction costs would be approximately \$50,000. Mr. Karlinsey discussed a variety of funding options to accomplish this mitigation work and will be further discussed at an upcoming City Council work study session.

**RECOMMENDATION / ACTION / FOLLOW-UP**

The findings of the IJR, considered a 'modified IJR', will be discussed in a work study session with City Council to be scheduled in June.

**3. CLARIFIER NO. 2 UPDATE.**

**DISCUSSION POINTS**

Mr. Karlinsey reiterated that Council had approved the design work for adding Clarifier No. 2. He explained that the city was still debating whether to do this work as a change order, which would be a considerable

cost savings to the city or do the work as a full bid out, which would entail a full set of bid documents needing to be generated, which would cost approximately \$80,000. Mr. Winans explained that if the city did the work by change order, the cost would be in the ballpark of \$900,000. If the city chose to bid this work out separately, it would cost \$1.3M, plus the cost of Prospect Construction (the current contractor) to demobilize and remobilize if another contractor came in as low bidder.

**RECOMMENDATION / ACTION / FOLLOW-UP**

The city is awaiting a response from the state auditor and will present to the full City Council in the near future.

4. CUSHMAN TRAIL UPDATE.

**DISCUSSION POINTS**

Mr. Karlinsey explained that Pierce County originally planned to build the trail all the way to Borgen Boulevard but due to budget constraints deducted this portion from the bid. Due to the overwhelming popularity of the trail, the city has sought to find outside funding sources. Mr. Karlinsey discussed the recently applied for federal earmark that Councilmembers Payne and Young presented to our representatives in Washington D.C. He further described other potential federal funding sources, i.e. Jobs Bill funding which when passes requires the project to be shovel ready within 90 days. Pierce County has already spent money to design and permit locally, but if the project would need to have a NEPA done, which is approximately \$46,000. The downside is if the city goes through the NEPA process, the funding is not guaranteed.

**RECOMMENDATION / ACTION / FOLLOW-UP**

Present to full council.

5. GREASE ORDINANCE UPDATE.

**DISCUSSION POINTS**

Wastewater Treatment Plant Supervisor Darrell Winans distributed a handout showing grease violators and the importance of having an adequate ordinance in place. Mr. Winans explained that the size of the interceptor is all determined by the size of the pot that fits in a sink. There was a lengthy question and answer period. The ordinance will be presented to full council within the next few weeks.

**RECOMMENDATION / ACTION / FOLLOW-UP**

Present to full council.

Meeting adjourned at 5:10 p.m.

Respectfully submitted:

  
Maureen Whitaker



## GIG HARBOR CITY COUNCIL WORKSESSION MINUTES

**DATE:** May 17, 2010  
**TIME:** 5:30 p.m.  
**LOCATION:** Community Rooms A & B  
**SCRIBE:** Molly Towslee, City Clerk  
**MEMBERS PRESENT:** Mayor Hunter, Councilmembers Payne, Malich, Conan and Young.  
**STAFF PRESENT:** Rob Karlinsey, Kristin Moerler, and Molly Towslee.  
Robin Denson, Parks Commission.

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### INTRODUCTION

After calling the meeting to order at 5:38 p.m., Mayor Hunter took roll call. He then praised Associate Planner Kristin Moerler for a job well done on the Parks and Recreation Open Space Plan. He asked her to take the group through the plan.

#### 1. Parks and Recreation Open Space Plan

Ms. Moerler began by giving a brief background on the process to date. She said that a public hearing and first reading of the ordinance to adopt the plan is scheduled for June 14th, with the second reading on June 28th. She explained that this timeline is critical due to grant request for RCO Funding is due no later than July 14th and this plan needs to be included as a key element of the city's update to the Comprehensive Plan updates.

Ms. Moerler said that the city has taken a less formal, unique approach to classify its parks not based solely upon the intensity of use, but with a focus on natural features. She gave an overview of the changes to the plan as a result of recommendations by the Parks Commission in regards to:

Chapter 2 - Trails: either paved or unpaved and increase number of miles to 6.04.

Chapter 4 – Level of Service: increase LOS for trails. The level of service determines community need; establishes financial need for grants; and justifies impact fees.

Chapter 5 – Vision Statement: amend statement verbiage; add “cultural” and “performing arts” to the goals.

Chapter 6 – Acquire Sand Spit / Lighthouse: for a water access park site. Make one of the top three Federal Legislative priorities in 2011.

Councilmember Malich recommended adding the Old Ferry Landing beach property to the map of public parks. There was discussion on the issues involved with opening the beach to the public.

Councilmember Malich then suggested developing a GIS-type map for the city's website that would like to an informational page about each city park. It was discussed and agreed that the public deserved to know what they own.

Ms. Moerler was asked about a future dog park. She explained that in order to do this right, it requires at least 10-15 acres. Councilmembers discussed the current use of Wilkinson Farm Park and if certain hours and areas would allow an adaptive solution. There was mention of the PenMet Parks plan on a dog park at the Narrows Airport or by the Narrows Bridge at the head of the Cushman Trail.

Revisions to Chapter Six – Jerisich and Skansie Parks: Ms. Moerler gave brief overview of the revised project description due to the recent decisions by Council on the following:

- Skansie Netshed Stabilization Project
- Jerisich Dock Utility Upgrades
- Skansie House Improvements
- Jerisich Dock Float Extension
- Jerisich / Skansie Park Improvements
- Seasonal Floats at Jerisich Dock
- Maritime Pier

Peacock Hill Street End: Ms. Moerler gave an overview of the existing conditions and options.

Councilmember Malich said that the city used to lease the dock from the marina owners in the 70's, but then they got it overturned by the state. Ms. Moerler added that this street end park disappeared from the PROS plan around 1977. After discussion staff was asked to find any court rulings to determine the legal standing before taking any action on this.

Finholm View Climb: Councilmember Conan recommended adding both Johnny & Ed Finholm's name to the appendix. Also, in exhibit A-15, the Granite Monument was moved from Union High School; not Lincoln.

Gig Harbor North Park: Councilmember Payne asked if the intent was to expand the property to the east.

Undeveloped Right of Ways: Councilmember Payne recommended identifying undeveloped right of ways to be used for pedestrian connections.

- Add this to the Trails Goals and Policies.

- Add to the City's Budget under Goals and Objectives.
- These would be perfect Rotary / Kiwanis Projects
- Likely addition to the next extensive Comprehensive Plan Update under non-motorized component.

Finholm Climb: Private property funding solutions? Current idea to re-develop the Finholm Marketplace Site.

Eddon Boat: Future access improvements are defined as ADA compliant.

## 2. Civic Center Debt Fund

Councilmember Young asked if Councilmembers would be willing to consider further discussion on a strategic look at these funds while plans are being made to refinance debt bonds. He said that 4 million dollars is high for a strategic reserve, and recommended that these funds be divided into three separate funds: 1) Emergency Fund; 2) Revenue Stabilization Fund; and 3) Long-term Strategic Fund. He continued to explain that rather than spending the money of a short-term, 3-5 year chip seal on 38th, that the city consider using some of the debt reserve to do an overlay that would last 15 years.

Councilmembers discussed the following issues:

- Low bid climate and the savings that would be realized
- Sidewalks vs. Pathway and safety concerns
- County assistance with this project
- Early payoff of bonds – 2020 Council could call all bonds
- Difference between chip seal and overlay
- Need for a better understanding of the cost
- Best Practices as it relates to the reserve fund – do we meet standards?
- Revolving fund where city repays itself
- Keeping a minimum level – don't deplete the account
- Specific criteria for using funds: public safety and non-enterprise infrastructure
- Moody's Rating – CCDR was important
- Other projects that might be considered:
  - Right turn lane pocket at Burnham/Sehmel
  - Walking path along Pt. Fosdick connecting Briarwood to Uptown

In order to consider this information at the next council meeting of May 24th, Councilmember Young was given the okay to ask City Engineer Steve Misiurak for calculations on costs for an overlay; to pull out the old estimate from the Pt. Fosdick walking path and to have Finance Director David Rodenbach draft a policy for the use of the Civic Center Debt Reserve. He was asked to get this information to the Councilmembers as early as possible.

There were no further comments; the worksession adjourned at 7:36 p.m.



2101 4<sup>th</sup> Avenue tel 206. 217 WSRB  
Suite 300 fax 206.217.wfax  
Seattle, WA 98121 web www.wsrb.com

**Consent Agenda - 3a**  
Dave A. Tofte **Page 1 of 14**  
BCEGS Specialist  
dave.tofte@wsrb.com  
(206) 273-7159  
Cell (425) 260-4790

May 17, 2010

Honorable Chuck Hunter  
Mayor, City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335

Reference: Building Code Effectiveness Grading Schedule Classification (BCEGS)

Dear Mayor Hunter:

I wish to thank you and Dick Bower for the cooperation given to me during the recent survey. We have completed an analysis of the building codes adopted by your community and the efforts put forth to properly enforce those codes. The resulting Building Code Effectiveness Grading Classification remains a 2 for one and two family residential property and a 2 for commercial and industrial property.

Washington Surveying and Rating Bureau (WSRB) is an independent insurance bureau with the primary mission of providing insurance underwriting and rating information to insurers. Your community BCEGS classifications are published by WSRB for use by property/casualty insurers to assist in their underwriting, insurance, and premium development programs for both residential and commercial properties. Insurers can use the BCEGS classification number to offer insurance premium discounts to eligible properties in your community.

Attached is a copy of our report, which will provide you with additional information about the classification process and how we have graded various aspects of your community's building codes and their enforcement. We want to highlight the fact that our focus is on property insurance rating and underwriting information and does not consider life safety issues.

If you have any questions about the classification that was developed, please let us know. Additionally, if you are planning on any future changes in your codes or their enforcement, please advise us as they may positively impact your classification.

The foregoing comments relate exclusively to the relative effect of various conditions upon property insurance rates as determined under our tariffs and schedules which have been filed with and approved by the Insurance Commissioner. They are not to be construed as bearing in any way upon the question as to whether "due care" has been exercised with respect to possible liability for personal injury or damage to property. It is recognized that correctable hazards which could cause or contribute to loss may still exist and need not be identified or commented upon.

Very truly yours,

D. A. Tofte  
Building Code Effectiveness Grading Specialist

DAT/dl  
cc: Dick Bower, C.B.O.  
w/enclosure

## BUILDING CODE EFFECTIVENESS GRADING SCHEDULE

### INTRODUCTION

The purpose of the Building Code Effectiveness Grading Schedule is to review the available public building code enforcement agencies and to develop a Building Code Effectiveness Classification for insurance underwriting information and rating purposes.

The Schedule measures the resources and support available for building code enforcement. It also evaluates how those resources apply to the mitigation of the natural hazards common to the specific jurisdiction. These measurements are then developed into the Building Code Effectiveness Classification number on a relative scale from 1 to 10, with 10 representing less than the minimum recognized protection.

The Schedule is an insurance underwriting information and rating tool. It is not intended to analyze all aspects of a comprehensive building code enforcement program. It should not be used for purposes other than insurance underwriting information and rating.

The Building Code Effectiveness Classifications developed through the use of this Schedule are only one of several elements used to develop insurance rates for individual properties. Other features specifically relating to individual properties such as construction, occupancy, and exposures have similar importance in the development of these rates.

The Schedule is divided into 3 sections:

#### **Administration of Codes:**

This section evaluates the administrative support available in the jurisdiction for code enforcement. It looks for adopted building codes and modifications of those codes through ordinance, code enforcers qualifications, experience and education, zoning provisions, contractor/builder licensing requirements, public awareness programs, the building department's participation in code development activities, and the administrative policies and procedures.

#### **Plan Review:**

This section assesses the plan review function to determine the staffing levels, personnel experience, performance evaluation schedules, review capabilities, and level of review of building construction documents for compliance with the adopted building codes for the jurisdiction being graded.

#### **Field Inspection:**

The section evaluates the field inspection function to determine the staffing levels, personnel experience, performance evaluation schedules, inspection capabilities, and level of review of building construction for compliance with the adopted code for the jurisdiction being graded.

The attached "Classification Details" identify the subject matter, maximum points achievable and the points obtained in the review of your community. This information is provided to you without recommendations and is for your use in understanding the details of the measurement of your building code enforcement activities in relationship to the Building Code Effectiveness Grading Schedule.

**SECTION 1**  
**ADMINISTRATION OF CODES**  
**GIG HARBOR, WASHINGTON**

**100. GENERAL**

This section evaluates the administrative support for code enhancement within the jurisdiction -- the adopted building codes and the modifications of those codes through ordinance, code enforcers' qualifications, experience and education, zoning provisions, contractor/builder licensing requirements, public awareness programs, the building department's participation in code development activities, and the administrative policies and procedures.

<b>105. ADOPTED CODES</b>		
	Maximum Points Possible	8.00 points
	Points Scored	8.00 points

Jurisdictions should adopt and enforce the latest code edition of a nationally recognized building code development and publications organization. To be considered a nationally recognized building code organization, the organization must also provide training, individual certification, and produce/procedure evaluation services.

published date of the listed codes is within 5 years of the date of the grading:		
	<u>Pts Poss.</u>	<u>Scored</u>
If the published date of the listed codes is within 5 years of the date of the grading:	8.00 points	8.00 points
If the published date of the listed codes is within 6 years of the date of the grading:	6.88 points	0.00 points
If the published date of the listed codes is within 10 years of the date of the grading:	2.21 points	0.00 points
If an earlier edition of the listed code is adopted:	.85 point	0.00 point

<b>108. ADDITIONAL CODE ADOPTIONS</b>		
	Maximum Points Possible	4.00 points
	Points Scored	4.00 points

If the published date of the listed codes is within 5 years of the date of the grading		
	<u>Pts Poss.</u>	<u>Scored</u>
Electrical Code	0.67 point	0.67 point
Fuel Gas Code	0.67 point	0.67 point
Mechanical Code	0.67 point	0.67 point
Plumbing Code	0.67 point	0.67 point
Energy Code	0.67 point	0.67 point
Wildland Urban Interface Code	0.65 point	0.65 point



<b>110. MODIFICATION TO ADOPTED CODES</b>		
	Maximum Points Possible	4.00 points
	Points Scored	4.00 points

There should be no modifications to the structural design provisions of the adopted codes and referenced standards that would weaken the intent for construction mitigation of natural hazards as defined in the model codes and referenced standards. No proration is permitted in this item.

Maximum allowable points = (points credited in Item 105) x 0.125 x 4.0

<b>112. METHOD OF ADOPTION:</b>		
	Maximum Points Possible	1.00 point
	Points Scored	1.00 point

The building code adopting authority shall adopt and implement a coordinated set of codes published by a nationally recognized building code development and publication organization within 12 months of the publication of the codes. These codes shall be adopted without technical modification affecting natural-hazard mitigation. Full credit must be achieved for Items 105, 108, and 110 to be eligible for recognition under this section

<u>Pts Poss.</u>	<u>Scored</u>
1.00 point	1.00 point

<b>115. TRAINING</b>		
	Maximum Points Possible	13.00 points
	Points Scored	7.70 points

Amount of expenditures for training equaling at least 2% of the annual operating budget for all building department related activities

<u>Pts Poss</u>	<u>Scored</u>
3.00 points	1.10 points

Each code enforcement person receiving the following amount of training per year

	<u>Pts Poss</u>	<u>Scored</u>
Administration    12 hours	1.25 points	0.64 point(s)
Legal                    12 hours	1.25 points	0.33 point(s)
Mentoring            12 hours	1.25 points	1.25 point(s)
Technical             60 hours	4.25 points	3.00 point(s)

Incentives provided by the jurisdiction for continuing education, outside training, certification and certification maintenance

	<u>Pts Poss</u>	<u>Scored</u>
Community paid certification exam fees.	0.50 point	0.50 point
Community incentive-outside training/cert.	0.50 point	0.00 point
Community paid continuing education	0.50 point	0.50 point

Education of elected officials of governing authorities in building codes and building code enforcement a minimum of 3 hours per official per year

<u>Pts Poss</u>	<u>Scored</u>
0.50 point	0.38 point

<b>120. CERTIFICATION</b>		
	Maximum Points Possible	12.00 points
	Points Scored	8.51 points

The credit for certification is as follows:

Certification of code enforcement personnel (applicable to the position requirements) through a comprehensive examination representative of the performance area for which certification is sought

<u>Pts Poss</u>	<u>Scored</u>
8.00 points	6.25 points

State or local jurisdiction mandated program for certification

<u>Pts Poss</u>	<u>Scored</u>
0.50 point	0.38 point

State or local jurisdiction mandated program of certification maintenance through continuing education at least once every 3 years

<u>Pts Poss</u>	<u>Scored</u>
1.50 points	1.13 points

Program of employee certification in the field they are employed (prior to employment or within one year of date of hire or advancement)

<u>Pts Poss</u>	<u>Scored</u>
1.00 point	0.75 point

Program of employee certification where specific code-related education and experience are required prerequisites to testing requirements

<u>Pts Poss</u>	<u>Scored</u>
1.00 point	0.00 point

<b>125. BUILDING OFFICIAL'S QUALIFICATION/EXPERIENCE/EDUCATION</b>		
	Maximum Points Possible	4.00 points
	Points Scored	3.00 point(s)

The following is reviewed:

Licensed Architect or Engineer

<u>Pts Poss</u>	<u>Scored</u>
0.60 point	0.00 point

Certification as a building official

<u>Pts Poss</u>	<u>Scored</u>
0.60 point	0.60 point

High School diploma

<u>Pts Poss</u>	<u>Scored</u>
0.10 point	0.10 point

College degree

<u>Pts Poss</u>	<u>Scored</u>
0.50 point	0.50 point

Master degree

<u>Pts Poss</u>	<u>Scored</u>
0.40 point	0.00 point

Construction related experience

<u>Pts Poss</u>	<u>Scored</u>
0.10 point	0.00 point
0.20 point	0.00 point
0.60 point	0.60 point

Code enforcement experience

	<u>Pts Poss</u>	<u>Scored</u>
less than two years	0.10 point	0.00 point
two to five years	0.20 point	0.00 point
more than five years	0.60 point	0.60 point

Building official experience

	<u>Pts Poss</u>	<u>Scored</u>
less than two years	0.10 point	0.00 point
two to five years	0.20 point	0.00 point
more than five years	0.60 point	0.60 point

<b>130. SELECTION PROCEDURES FOR BUILDING OFFICIAL</b>		
	Maximum Points Possible	0.50 point
	Points Scored	0.50 point

The selection process for a building official is designed to select the most qualified candidate.

	<u>Pts Poss</u>	<u>Scored</u>
Selection through examination	0.25 point	0.25 point
Selection through peer review	0.25 point	0.25 point

<b>135. DESIGN PROFESSIONALS</b>		
	Maximum Points Possible	2.00 points
	Points Scored	0.00 point(s)

The credit for design professionals is as follows:

If supervisory plan review staff are graduate or registered architects or engineers

	<u>Pts Poss</u>	<u>Scored</u>
	1.00 point	0.00 point

If non-supervisory plan review staff are graduate or registered architects or engineers

	<u>Pts Poss</u>	<u>Scored</u>
	0.50 point	0.00 point

If supervisory field inspection staff are graduate or registered architects or engineers

	<u>Pts Poss</u>	<u>Scored</u>
	0.50 point	0.00 point

<b>140. ZONING PROVISIONS</b>		
	Maximum Points Possible	1.00 point
	Points Scored	1.00 point

Where possible, special (through ordinance or code amendment) zoning provisions that address mitigation measures for buildings subject to local natural hazards.

<b>145. CONTRACTOR/BUILDER LICENSING AND BONDING</b>		
	Maximum Points Possible	1.00 point
	Points Scored	0.41 point

Are contractors/builders licensed and bonded to work in the jurisdiction being graded?

Licensing requirement for contractors and builders

<u>Pts Poss</u>	<u>Scored</u>
0.10 point	0.10 point

Licensing by examination

<u>Pts Poss</u>	<u>Scored</u>
0.50 point	0.13 point

Licensing by experience

<u>Pts Poss</u>	<u>Scored</u>
0.30 point	0.08 point

Bonding requirements for contractors

<u>Pts Poss</u>	<u>Scored</u>
0.10 point	0.10 point

<b>155. PUBLIC AWARENESS PROGRAMS</b>		
	Maximum Points Possible	2.50 points
	Points Scored	2.50 point(s)

The amount of expenditures for public awareness programs equaling a minimum of 0.5% of the annual operating budget for all building department related activities

<u>Pts Poss</u>	<u>Scored</u>
1.25 points	1.25 point

The amount of hours spent by code enforcers on public awareness programs, equaling a minimum of 3 hours per code enforcement employee per year

<u>Pts Poss</u>	<u>Scored</u>
1.25 points	1.25 point

<b>160. PARTICIPATION IN CODE DEVELOPMENT ACTIVITIES</b>		
	Maximum Points Possible	0.50 point
	Points Scored	0.50 point

The building department involvement in code development activities and associations with groups or organizations that assemble building enforcement personnel for the purpose of education and advancements of effective building codes

Participates in code change activities

<u>Pts Poss</u>	<u>Scored</u>
0.25 point	0.25 point

Participates in code association/chapter meetings

<u>Pts Poss</u>	<u>Scored</u>
0.25 point	0.25 point

<b>165. ADMINISTRATIVE POLICIES AND PROCEDURES</b>		
	Maximum Points Possible	0.50 point
	Points Scored	0.50 point

The credit for "Policies and Procedures" is as follows:

Is there a formal appeal process that a contractor/builder or architect/design professional can utilize as recourse to a building official's interpretation of the adopted building code/zoning regulations?

<u>Pts Poss</u>	<u>Scored</u>
0.30 point	0.30 point

A policies and procedures guide for employees

<u>Pts Poss</u>	<u>Scored</u>
0.10 point	0.10 point

The policies and procedures guide covers technical code requirements (such as approved products listings) that would assist a designer or builder.

<u>Pts Poss</u>	<u>Scored</u>
0.05 point	0.05 point

Publicizing the policies and procedures guide as available to the public

<u>Pts Poss</u>	<u>Scored</u>
0.05 point	0.05 point

**SECTION II**  
**PLAN REVIEW**

**200. GENERAL**

This section evaluates the plan review function to determine the following:  
 Staffing levels  
 Personnel experience  
 Performance evaluation schedules  
 Review capabilities, and level of review of construction documents for compliance with adopted building code for the jurisdiction being graded

<b>205. EXISTING STAFFING COMMERCIAL</b>		
	Maximum Points Possible	9.00 points
	Points Scored	8.60 point(s)

Staffing levels sufficient to assure comprehensive reviews of construction documents for compliance with the adopted building codes for commercial construction

Maximum allowable points =  $\frac{\text{points achieved in item 215} \times \text{item 205}}{\text{points possible in item 215}}$

<b>205A. EXISTING STAFFING RESIDENTIAL</b>		
	Maximum Points Possible	9.00 points
	Points Scored	8.60 point(s)

Staffing levels sufficient to assure comprehensive reviews of construction documents for compliance with adopted building codes for residential construction

Maximum allowable points =  $\frac{\text{points achieved in item 215} \times \text{item 205}}{\text{points possible in item 215}}$

<b>210. EXPERIENCE OF PERSONNEL</b>		
	Maximum Points Possible	1.50 points
	Points Scored	1.50 point(s)

Five or more years experience in plan review

<b>215. DETAIL OF PLAN REVIEW COMMERCIAL</b>		
	Maximum Points Possible	11.50 points
	Points Scored	11.50 point(s)

<b>215A. DETAIL OF PLAN REVIEW RESIDENTIAL</b>		
	Maximum Points Possible	11.50 points
	Points Scored	11.50 point(s)

The credit for the comprehensiveness of plan review is as follows:

A. Comprehensive review of plans performed even if they were prepared and sealed by a registered design professional certified in the appropriate field of work.

RESIDENTIAL		COMMERCIAL	
<u>Pts Poss</u>	<u>Scored</u>	<u>Pts Poss</u>	<u>Scored</u>
3.25 points	3.25 points	3.25 points	3.25 points

B. Structural plan reviews conducted for all proposed building construction or building additions/ modifications including a review of the engineering calculations.

RESIDENTIAL		COMMERCIAL	
<u>Pts Poss</u>	<u>Scored</u>	<u>Pts Poss</u>	<u>Scored</u>
3.25 points	3.25 points	3.25 points	3.25 points

C. A means to evaluate or reference evaluation service reports for substitute products and/or materials for conformance with the intent of the structural portions of the adopted building codes.

<u>Pts Poss</u>	<u>Scored</u>
2.00 points	0.00 points

D. A detailed checklist used with each plan review to assure all pertinent building code issues have been considered.

RESIDENTIAL		COMMERCIAL	
<u>Pts Poss</u>	<u>Scored</u>	<u>Pts Poss</u>	<u>Scored</u>
1.50 points	1.50 points	1.50 points	1.50 points

E. Does the checklist become part of the permanent record

RESIDENTIAL		COMMERCIAL	
<u>Pts Poss</u>	<u>Scored</u>	<u>Pts Poss</u>	<u>Scored</u>
0.50 point	0.00 point	0.50 point	0.00 point

F. Detailed record keeping of plan review activity. Records should include number of plan reviews conducted by the department or other approved agency, type of project reviewed, codes reviewed against, and date of release.

RESIDENTIAL		COMMERCIAL	
<u>Pts Poss</u>	<u>Scored</u>	<u>Pts Poss</u>	<u>Scored</u>
1.00 point	1.00 point	1.00 point	1.00 point

<b>220. PERFORMANCE EVALUATIONS FOR QUALITY ASSURANCE</b>	
Maximum Points Possible	1.00 point
Points Scored	0.75 point

Credit for quality assurance programs for plan reviewers is as follows:

Annual employee performance evaluations

<u>Pts Poss</u>	<u>Scored</u>
0.50 point	0.50 point

"Follow-up" plan reviews by a different plan reviewer conducted semiannually

<u>Pts Poss</u>	<u>Scored</u>
0.50 point	0.25 point

**SECTION III**  
**FIELD INSPECTION**

**300. GENERAL**

This section evaluates the field inspection function to determine the following:

- Staffing levels
- Personnel experience
- Performance evaluation schedules
- Review capabilities and level of review of building construction

<b>305. EXISTING STAFFING</b>		
	Maximum Points Possible	9.00 points
	Points Scored	9.00 point(s)

Staffing levels sufficient to assure comprehensive reviews of building construction for compliance with the adopted building codes.

<b>310. EXPERIENCE OF PERSONNEL</b>		
	Maximum Points Possible	3.00 points
	Points Scored	3.00 point(s)

Five or more years experience in field inspection

<u>Pts Poss</u>	<u>Scored</u>
1.50 points	1.50 point(s)

Two or more years of construction related experience

<u>Pts Poss</u>	<u>Scored</u>
1.50 points	1.50 point(s)

<b>315. MANAGING INSPECTION AND REINSPECTION ACTIVITY</b>		
	Maximum Points Possible	1.00 point
	Points Scored	1.00 point

Detailed record keeping of inspection activity: Records should include number of inspections and re-inspections conducted by the department or other approved agency and the codes inspected against (e.g., building, mechanical, fuel gas, plumbing, electrical).



<b>320. INSPECTION CHECKLIST</b>		
	<u>Maximum Points Possible</u>	2.00 points
	<u>Points Scored</u>	0.75 point(s)

A detailed checklist completed for each building construction project to assure that all pertinent building code issues have been considered.

<u>Pts Poss</u>	<u>Scored</u>
1.50 points	0.75 point(s)

The checklist becomes a part of the permanent record of the project address.

<u>Pts Poss</u>	<u>Scored</u>
0.50 point	0.00 point

<b>325. SPECIAL INSPECTIONS</b>		
	<u>Maximum Points Possible</u>	1.00 point
	<u>Points Scored</u>	1.00 point

Where necessary to assure structural integrity, the building department requirement for special inspections for specific structural elements conducted by professional inspectors who have been certified for such work

<u>Pts Poss</u>	<u>Scored</u>
0.70 point	0.70 point

The certification being obtained by a combination of:

Examination

<u>Pts Poss</u>	<u>Scored</u>
0.10 point	0.10 point

Experience in the field of inspection they will be performing

<u>Pts Poss</u>	<u>Scored</u>
0.10 point	0.10 point

An interview by the building official to assess qualifications

<u>Pts Poss</u>	<u>Scored</u>
0.10 point	0.10 point

<b>330. INSPECTIONS FOR NATURAL HAZARD MITIGATION</b>		
	<u>Maximum Points Possible</u>	1.50 points
	<u>Points Scored</u>	1.50 point(s)

When there are construction mitigation measures defined in the adopted building code for natural hazard(s) peculiar to the area being graded, special inspections that focus on compliance with the provisions of the code

<b>335. FINAL INSPECTIONS</b>		
	Maximum Points Possible	2.50 points
	Points Scored	2.50 point(s)

Final inspections performed on all buildings after the construction is completed and the building is ready for occupancy.

Final inspection is performed for the 1 & 2 family dwellings.

<u>Pts Poss</u>	<u>Scored</u>
1.25 points	1.25 point(s)

Final inspection is performed for all other buildings

<u>Pts Poss</u>	<u>Scored</u>
1.25 points	1.25 point(s)

<b>340. CERTIFICATE OF OCCUPANCY</b>		
	Maximum Points Possible	2.00 points
	Points Scored	2.00 point(s)

Certificates of occupancy issued by the building department after the construction is completed and prior to the building being occupied.

Certificates of occupancy are issued for 1 & 2 family dwellings.

<u>Pts Poss</u>	<u>Scored</u>
1.20 points	1.20 point(s)

Certificates of occupancy are issued for all other buildings.

<u>Pts Poss</u>	<u>Scored</u>
0.80 point	0.80 point

<b>345. PERFORMANCE EVALUATIONS FOR QUALITY ASSURANCE</b>		
	Maximum Points Possible	1.00 point
	Points Scored	0.75 point

Credit for quality assurance programs for field inspectors follows:

Annual employee performance evaluations

<u>Pts Poss</u>	<u>Scored</u>
0.50 point	0.50 point

"Follow-up" field inspections by a different field inspector conducted semiannually

<u>Pts Poss</u>	<u>Scored</u>
0.50 point	0.25 point

		COMMERCIAL	RESIDENTIAL	
Jurisdiction: <u>Gig Harbor, Pierce County</u>	Total Points:	85.47	85.47	
State: <u>Washington</u>	Classification:			
	1 & 2 Family Dwellings	<u>2</u>	<u>2</u>	
	All Other Construction -	<u>2</u>	<u>2</u>	
<hr/>				
<b><u>FINAL SCORING</u></b>				
	<u>COMMERCIAL</u>		<u>RESIDENTIAL</u>	
Section 1	41.62		41.62	
Section 2	22.35		22.35	
Section 3	21.50		21.50	
Subtotal	85.47		85.47	
Item 105	8.00			
<p>The final scoring is determined by a relationship between Item 105 and the balance of the scoring.</p> $\left[ \left( (\text{Section I} + \text{Section II} + \text{Section III}) - \text{Item 105} \right) \times \left( \frac{\text{Points achieved in Item 105}}{\text{Points possible in Item 105}} \right) \right] + \text{Item 105}$ $\{ ( 85.47 ) - 8.00 \} \times \left( \frac{8.00}{8.00} \right) + 8 = 85.47$ $\{ ( 77.47 ) \} \times 1 + 8 = 85.47$				
<hr/>				
Classification	Point Spreads	Classification	Point Spreads	
1	93.00 - 100.00	6	51.00 - 60.99	
2	85.00 - 92.99	7	39.00 - 50.99	
3	77.00 - 84.99	8	25.00 - 38.99	
4	69.00 - 76.99	9	10.00 - 24.99	
5	61.00 - 68.99	10	0.00 - 9.99	



RECEIVED

MAY 11 2010  
Consent Agenda - 3b  
Page 1 of 1  
CITY OF GIG HARBOR  
ENGINEERING

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

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711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

May 7, 2010

The Honorable Chuck Hunter  
Mayor of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor Hunter:

I am pleased to inform you that the Washington State Department of Ecology (Ecology) has identified the Gig Harbor Wastewater Treatment Plant as a recipient of the 2009 "Wastewater Treatment Plant Outstanding Performance" award. Ecology will issue a news release recognizing the 2009 award recipients that will include your wastewater treatment plant.

My staff evaluated each treatment plant for compliance with its effluent limits; monitoring and reporting requirements; spill prevention planning; pretreatment; and overall operational demands of its National Pollutant Discharge Elimination System (NPDES) permit. Of approximately 300 wastewater treatment plants statewide, yours is one of 87 that achieved full compliance with its NPDES permit in 2009.

It takes diligent operators and a strong management team, working effectively together, to ensure this high level of compliance. Ecology appreciates the extraordinary level of effort demonstrated throughout 2009. Skillful and proficient operators are critical to the successful plant operations and protection of Washington State's precious waters. It is obvious that dedicated operators, whose combined efforts lead to outstanding compliance run the Gig Harbor Wastewater Treatment Plant.

Thank you for the excellent service you provide. Congratulations!

Sincerely,

Kelly Susewind, P.E., P.G.  
Water Quality Program Manager

cc: Darrell Winans, Wastewater Treatment Plant Supervisor  
Stephen Misiurak, City Engineer





**Subject: Street Name – Shaw Lane**

**Proposed Council Action: Approve the naming of the street in the Jasmine plat as “Shaw Lane.”**

**Dept. Origin: Building/Fire Safety**

**Prepared by: D. Bower**

**For Agenda of: May 24, 2010**

**Exhibits: Maps and developers letter.**

Initial & Date

**Concurred by Mayor:**

CLH 5/18

**Approved by City Administrator:**

POK 5/17

**Approved as to form by City Atty:**

NA

**Approved by Finance Director:**

OP 5/18

**Approved by Department Head:**

DS

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

The Jasmine Plat residential development is located off of Stanich Ave. between Short St. and Lewis St. The developer has requested to name the private cul-de-sac serving the development “Shaw Lane”. The development is located in the “historic name area”.

GHMC 12.12.030 (M) states that “Private roads shall have the name ending “Lane” or the “Pvt” designation”. The use of Shaw Lane is consistent with this requirement.

GHMC 12.12.030 (K) states “all proposed names within the “historical name area” as designated by the official map shall come from a list submitted by the Gig Harbor Historical Society or from other lists as approved by the Gig Harbor city council. Shaw is listed on the historic names list.

Staff has reviewed the applicable codes and finds that the naming of the road is consistent with the street naming conventions included in GHMC Chapter 12.12 030.

**FISCAL CONSIDERATION**

There is no fiscal impact to the City.

**BOARD OR COMMITTEE RECOMMENDATION**

No boards or committees have been consulted.

**MOTION**

**Move to: Approve the naming of the street within the Jasmine plat development "Shaw Lane".**

May 14, 2010

IBBO LLC/Amalani LLC  
108 S Jackson  
Suite 300  
Seattle WA 98104



City of Gig Harbor  
3510 Grandview St  
Gig Harbor WA 98335  
Attention- Dick J Bower  
Building/Fire Safety Director

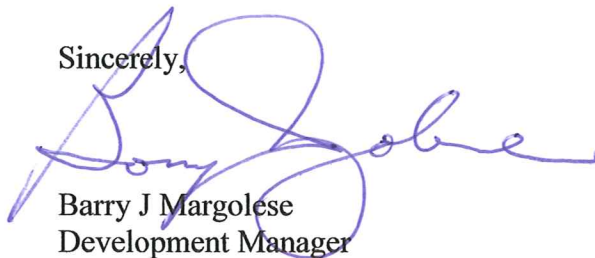
Re- Jasmine Court subdivision  
7427 Stanich Avenue

Dear Mr. Bower-

Further to your letter of April 27<sup>th</sup>, wherein you advised that Gig Harbor City Council had rejected our request to use Jasmine Lane as the street name for our plat, I had a short discussion with Diane Gagnon, and hereby submit this new request that we be permitted to name our street either SHAW LANE, or SANDIN LANE, both names having been taken from the list of historical names available for naming. Our preference is in the order of suggestion above.

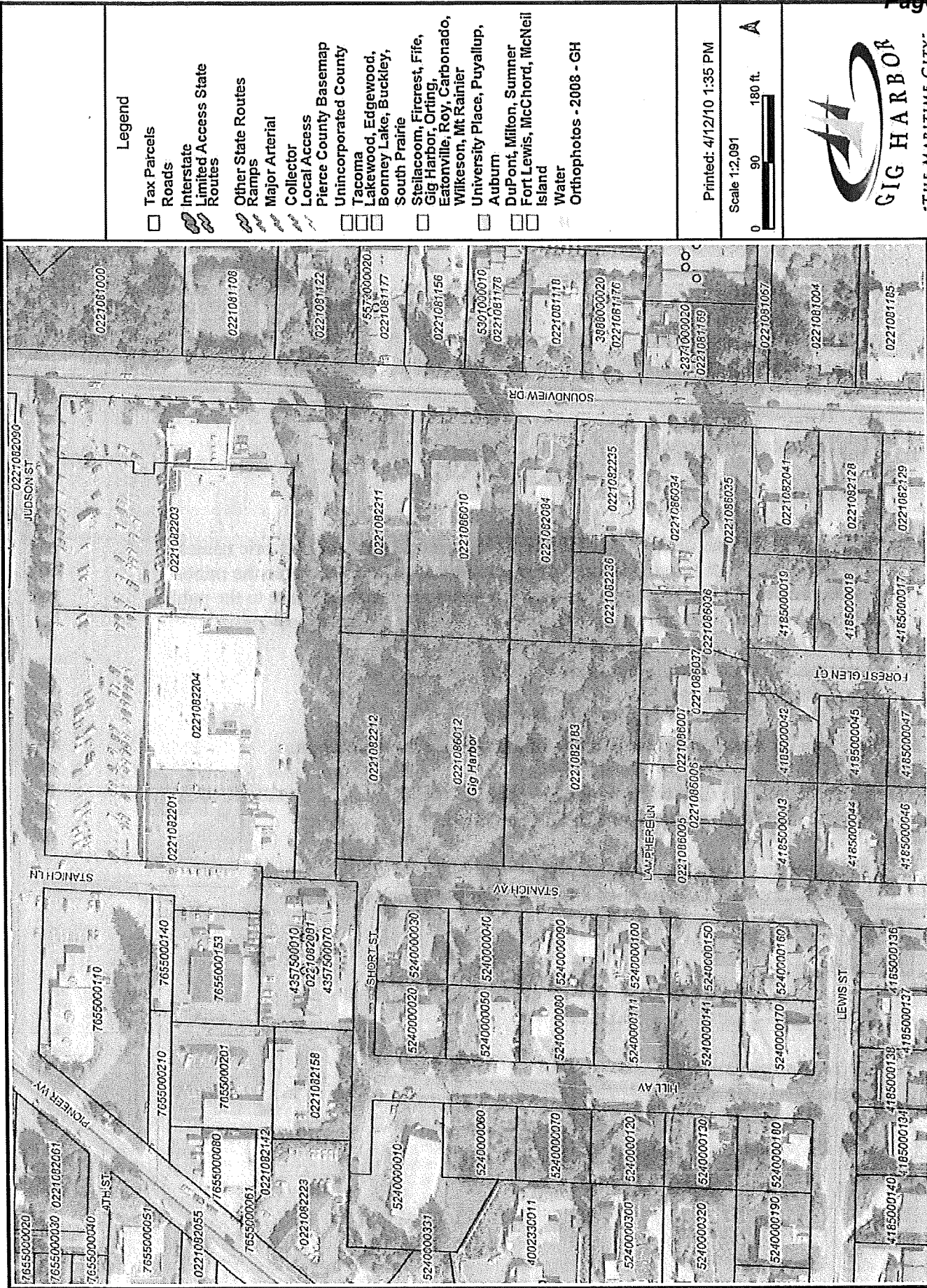
Please let use know of the decision of Council in this matter.  
Should you have any questions, do not hesitate to contact me

Sincerely,



Barry J Margoese  
Development Manager





- Legend**
- Tax Parcels
  - Roads
  - Interstate Limited Access State Routes
  - Other State Routes
  - Ramps
  - Major Arterial
  - Collector
  - Local Access
  - Pierce County Basemap
  - Unincorporated County
  - Tacoma
  - Lakewood, Edgewood, Bonney Lake, Buckley, South Prairie
  - Steilacoom, Fircrest, Fife, Gig Harbor, Orting, Eatonville, Roy, Carbonado, Wilkeson, Mt Rainier
  - University Place, Puyallup, Auburn
  - DuPont, Milton, Summer Fort Lewis, McChord, McNeil Island
  - Water
  - Orthophotos - 2008 - GH

Printed: 4/12/10 1:35 PM

Scale 1:2,091

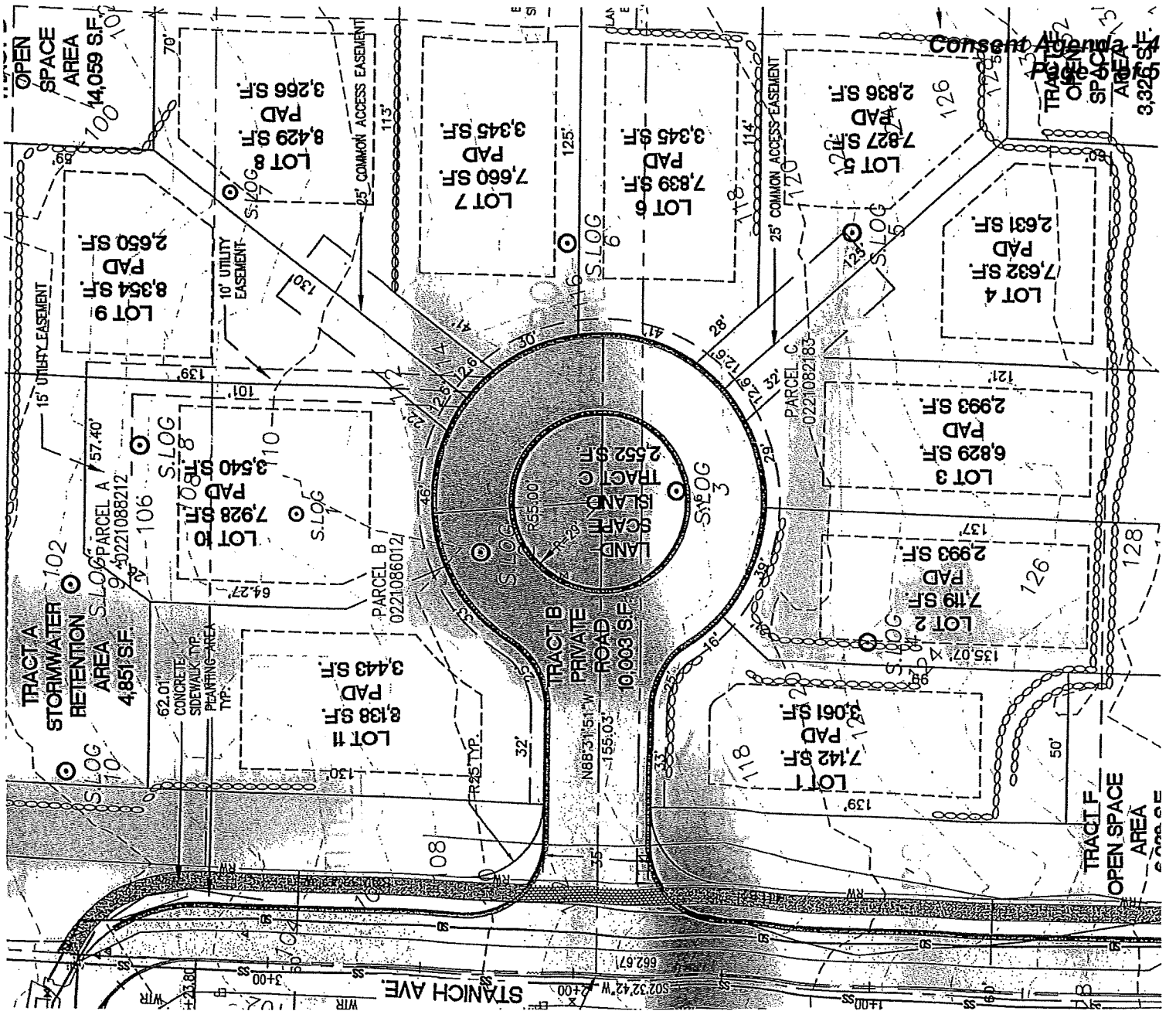


**A**



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





Consent Agent  
 TRACT F  
 OPEN SPACE  
 AREA  
 6,286 SF

TRACT F  
 OPEN SPACE  
 AREA  
 6,286 SF

TRACT A  
 STORMWATER  
 RETENTION  
 AREA  
 102  
 4,851 SF

OPEN  
 SPACE  
 AREA  
 14,059 SF

STANCH AVE

PRIVATE ROAD

UTILITY EASEMENT

COMMON ACCESS EASEMENT

UTILITY EASEMENT

COMMON ACCESS EASEMENT

14,059 SF

LOT 8  
 PAD  
 8,429 SF

LOT 7  
 PAD  
 7,660 SF

LOT 6  
 PAD  
 7,839 SF

LOT 5  
 PAD  
 7,827 SF

LOT 4  
 PAD  
 7,632 SF

LOT 3  
 PAD  
 6,829 SF

LOT 2  
 PAD  
 7,119 SF

LOT 1  
 PAD  
 7,142 SF

LOT 10  
 PAD  
 7,928 SF

LOT 11  
 PAD  
 8,138 SF

LOT 9  
 PAD  
 8,354 SF

TRACT C  
 ISLAND  
 LAND  
 7,656 SF

LOT 8  
 PAD  
 3,540 SF

LOT 11  
 PAD  
 3,443 SF

TRACT A  
 STORMWATER  
 RETENTION  
 AREA  
 102  
 4,851 SF

OPEN  
 SPACE  
 AREA  
 14,059 SF

TRACT F  
 OPEN SPACE  
 AREA  
 6,286 SF

Consent Agent  
 TRACT F  
 OPEN SPACE  
 AREA  
 6,286 SF

STANCH AVE

PRIVATE ROAD

UTILITY EASEMENT

COMMON ACCESS EASEMENT

UTILITY EASEMENT

COMMON ACCESS EASEMENT

14,059 SF

LOT 8  
 PAD  
 8,429 SF

LOT 7  
 PAD  
 7,660 SF

LOT 6  
 PAD  
 7,839 SF

LOT 5  
 PAD  
 7,827 SF

LOT 4  
 PAD  
 7,632 SF

LOT 3  
 PAD  
 6,829 SF

LOT 2  
 PAD  
 7,119 SF

LOT 1  
 PAD  
 7,142 SF

LOT 10  
 PAD  
 7,928 SF

LOT 11  
 PAD  
 8,138 SF

LOT 9  
 PAD  
 8,354 SF

TRACT C  
 ISLAND  
 LAND  
 7,656 SF

LOT 8  
 PAD  
 3,540 SF

LOT 11  
 PAD  
 3,443 SF

TRACT A  
 STORMWATER  
 RETENTION  
 AREA  
 102  
 4,851 SF

OPEN  
 SPACE  
 AREA  
 14,059 SF

TRACT F  
 OPEN SPACE  
 AREA  
 6,286 SF

Consent Agent  
 TRACT F  
 OPEN SPACE  
 AREA  
 6,286 SF



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

**Subject:** Wastewater Treatment Plant Phase 1 Improvement Project – Contract Amendment No. 5 with Cosmopolitan Engineering Group

**Proposed Council Action:** Authorize the Mayor on behalf of Council to execute Amendment No. 5 to the Consultant Services Contract with Cosmopolitan Engineering Group

**Dept. Origin:** Public Works/Engineering

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

**For Agenda of:** May 24, 2010

**Exhibits:** Amendment #5 to Consultant Services Contract and Scope and Fee

<b>Concurred by Mayor:</b>	Initial & Date <i>CLH 5/18</i>
<b>Approved by City Administrator:</b>	<i>ROK 5/18</i>
<b>Approved as to form by City Atty:</b>	<i>appro via email 5/14/10</i>
<b>Approved by Finance Director:</b>	<i>5/17/10 RP</i>
<b>Approved by Department Head:</b>	<i>Stm 5/14/10</i>

Expenditure Required	Deductive Amt. of <b>-\$44,862</b>	Amount Budgeted	\$ 5,800,000	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

On February 22, 2010 Council approved a contract amendment in the amount of \$153,019 with Cosmopolitan Engineering Group for the preparation of full bidding documents, plans and specifications for the additional clarifier No. 2.

Subsequently, staff apprised the City Council of the benefits with proceeding with a duly authorized and negotiated change order with the current Wastewater Treatment Plant contractor. This contract formalizes the reduced scope and fee associated with the reduced level of work involved with the preparation of the final plans and specifications, as it is not necessary to provide full bid documents for competitive bidding. Consequently, Cosmopolitan reworked their scope and fee as provided in this amendment resulting in a deductive contract amount of \$44,862.00.

**FISCAL CONSIDERATION**

The 2009-2010 Sewer Capital Fund has allocated \$5,800,000 for this project.

**BOARD OR COMMITTEE RECOMMENDATION**

The Public Works Committee and full Council have been apprised of reducing Cosmopolitan's scope of work.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor on behalf of Council to execute Amendment #5 to the Consultant Services Contract with Cosmopolitan Engineering Group in the deductive amount of Forty Four Thousand Eight Hundred Sixty-Two Dollars and No Cents **(\$44,862.00)** resulting in a contract amended total not-to-exceed \$2,172,059.00.

**AMENDMENT #5 TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
COSMOPOLITAN ENGINEERING GROUP**

THIS FIFTH AMENDMENT is made to the AGREEMENT, dated March 12, 2007, as modified by Amendment #1 dated August 13, 2007 and Amendment #2 and Amendment #3 dated September 22, 2008, and Amendment #4 dated February 23, 2010 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 711 Pacific Avenue, Tacoma, Washington 98402, (herein the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in Wastewater Treatment Plant Phase 1 Improvement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on March 12, 2007, as modified by Amendment #1 dated August 13, 2007 and Amendment #2 and Amendment #3 dated September 22, 2008, and Amendment #4 dated February 23, 2010 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

Section 1. **Amendment to Scope of Services.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Work**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A, B and C** to the Amendment, which represents a deduction of the amount in Amendment #4 in the amount of Fourty Four Thousand Eight Hundred Sixty-Two Dollars and No Cents (\$44,862.00), for a total contract amount of \$2,172,069.00. This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as

if fully set forth, and become a part of the documents constituting the contract between the parties.

Section 4. **Amendment to Duration of Work.** Section IV of the Agreement is amended that the parties agree that the work described in **Exhibit A** shall be completed by December 31, 2012.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

THE CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

By: \_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
David McBride, PE, Principal  
Cosmopolitan Engineering Group  
711 Pacific Avenue  
Tacoma, Washington 98402  
(253) 272-7220

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk



**CITY OF GIG HARBOR**

**EXHIBIT A – AMENDMENT NO. 5 SCOPE OF WORK**  
**TASK 8 – WASTEWATER TREATMENT PLANT**  
**PHASE I IMPROVEMENTS**  
**DESIGN, ENGINEERING SERVICES DURING CONSTRUCTION**  
**AND TWO-YEAR WARRANTY PERIOD**  
**(ADDITIONAL CLARIFIER [#2] AND RAS PUMP)**

This amendment provides administration, design, and services during construction and 2-year warranty periods for a fourth clarifier (Clarifier #2) and 5<sup>th</sup> RAS pump and ancillary facilities at the Gig Harbor Wastewater Treatment Plant (the added Work). The premise of this amendment is that construction of the added improvement will be by change order to the current Gig Harbor Wastewater Treatment Plant Phase I Improvements Construction Contract. A Construction Contract time extension of 60 calendar days is allowed. The added facilities under this amendment will be fully functioning and placed on-line as part of the Phase I Improvements Construction Contract.

The advantage of design and construction of the added improvements in 2010 is as follows:

- Clarifier #2 (and associated RAS pump) is the largest component necessary to reach a WWTP capacity of 2.4 mgd (average maximum monthly flow).
- The current design team can provide economy in the design of the additional clarifier, RAS pumping facilities, and ancillary improvements by incorporation of the added improvements in prior work under the Phase I Improvements design (i.e. specifications, drawings, and calculations) as appropriate. New drawings will also be prepared for the added work under this amendment.
- The current design team is familiar with City goals for the added improvements, including incorporating an elevated walkway between Clarifiers #1, #2, and #3 for improved access, operations and maintenance.
- Constructing the added improvements now will assure compatibility of the added equipment with equipment already being installed as part of the Phase I Improvements. In the time spanning treatment plant upgrades, equipment designs/quality can change and manufacturers can go out of business, particularly under the current economic climate.
- Current materials prices are at levels lower than seen in the past 5 years.
- The Phase I Improvements Contractor is already mobilized at the WWTP site, therefore mobilization costs for the added work will be minimal.

- When completed, the additional clarifier will provide operators needed flexibility to do proper maintenance to the other three clarifiers. Clarifier #1 and #3 mechanisms need major structural maintenance requiring long term shut down.
- Constructing the added improvements now will avoid destruction of final grade, pavement, fencing, and other new improvements under the Phase I Improvements in the future.

## Task 8.1 – Project Administration

### Differences From Amendment #4

- Design Team assistance with decision on whether Clarifier #2 should be constructed by change order or by separate bid, including research of cost and schedule differential between approaches, impacts on construction sequence, discussion and presentation of risks to City, correspondence with Parametrix and Prospect Construction.
- Note apparent increase in RSE fee was from administrative work being placed in Task 8.2 in Amendment #4. No change in fee.
- Added meeting by CEG with regards to change order versus bid approaches.

### Updated Scope of Work

This task encompasses project management responsibilities:

- Assistance with City in estimating engineering and construction costs for Added Work either by change order or by production of separate bidding documents for the Added Work.
- Maintaining project files
- Project correspondence
- Subconsultant team coordination and progress meetings
- Invoicing and project tracking
- Technical Quality Assurance reviews

This task consists of:

- Monthly status/kick-off meeting (1 total) by the design team's Project Administrator, held at the City Civic Building. Design team members will participate by conference call, as needed, for status reporting.
- One other meeting over the duration of the design for coordination with City Building Department.
- Day-to-day oversight and correspondence to meet overall project needs, including:
  - Gathering information for dissemination

- Schedule tracking
- Obtaining consultant and vendor services
- Facilitating communication between City staff, design team, and regulatory agencies
- QA/QC review of the project as a whole

## **Task 8.2 – Permitting and Coordination with Local Agencies**

### Differences From Amendment #4

- No Change

### Updated Scope of Work

Under this task, relevant codes, standards, permits and other requirements will be reviewed (i.e., IBC, ADA, OSHA, NFPA, etc.). A building permit application will be made to the City Planning Department according to departmental standards. City Planning Department review comments will be addressed via memoranda and revision to design drawings. This task includes local agency coordination as required.

This task also includes submittal of the change order materials to the Washington State Department of Ecology for review and approval.

### ***Deliverables:***

- Building Permit application materials (2 copies of original full size stamped and signed drawings).
- Response memoranda to City and agency review comments.
- Washington State Department of Ecology approval letter.
- Drawing markups for Building Department Approval and procurement of approved City Building Permit by Design Team.

## **Task 8.3 – Design**

### Differences From Amendment #4

- Deduction of General and Supplementary Conditions, Bid Forms, and Contracting Forms (Divisions 0 and 1) of Bidding Documents, and addition of preparation of Work Change Directive to direct Contractor in preparation of a change order proposal for the Work.
- Deduction of preparation of stand alone technical specifications, and replacement with abbreviated technical specifications narratives.
- Added design of safety fall protection and hangar system drawings and specifications for Anoxic Basins at Gridlines 2 and 3.

- Added complexity to walkway design, which will now link existing aeration/digester basins with clarifier platforms.
- Deleted sheets O2-Index to Drawings, O3-Drawing System Keys and Legends, OP1-Hydraulic Profile, OP2-Design Criteria, Mechanical Equipment List & Piping Schedule, ST1-Temporary Erosion & Sediment Control Plan, ST2 – Erosion and Sediment Control Details, SC1-Site Grading, Drainage and Surfacing Plan, SC2 – Civil Details, and General Process, Structural, Electrical and Architectural drawings, as this information is addressed in the current Phase I Improvements Project Contract Documents.

### Updated Scope of Work

The design development and design submittal will include:

- Site visits to gather information for, and office development of 3-D CADD model, including coordinate reference system.
- Facilities structural and mechanical layout in 3-D model and plans, sections, and details.
- Electrical design, plans, sections and details.
- Reference to current details in Phase I Improvements Contract Documents. New details will be created only on an as needed basis for a complete design.
- Review of major equipment and materials specifications. Reference will be made to the current Phase I Improvements Contract conformed specifications. Specifications not currently in current Contract Documents will be added where applicable by short narrations to approved submittals or conformed specifications in the Work Change Directive.
- Design of common stairway between Clarifiers #2 and #3 (and replacement of current Clarifier #3 stairway).
- Design of a safety lanyard system between anoxic basins No. 1 and No.2 and No. 2 and No. 3. The lanyard will be designed by a registered structural engineer in the State of Washington.
- Technical portions of Work Change Directive to direct Contractor in preparation of a change order proposal for the Work.

This task includes presentation of the draft design development and design submittal to the City. City comments will be incorporated into the final design submittal.

### ***Deliverables:***

- Final drawings wet stamped with Engineer's seal on 22x34 full sized Mylar sheets. 11x17 half-size drawings will be delivered to design team. Full size reproductions will be made by Tacoma reprographics on City of Gig Harbor account.



- Supplemental specifications as required.
- 11x17 drawings will be distributed to the Design Team.
- An electronic version of Work Change Directive will be created on a labeled CD.
- Sheet List as follows:
  - 01 – Cover Sheet (New Drawing)
  - S1 – Overall Site Isometric (Revision)
  - SP1 – Yard Piping Overall Plan (Revision)
  - CP2 – Clarifiers Process Plan (Revision)
  - CP3 – Existing Clarifiers Piping Plan (Revision)
  - CP4 – Existing Clarifiers New Piping Plan (Revision)
  - CP9 – Clarifier #2 Process Plan & Sections (New Drawing)
  - CP10 – Clarifier #2 Process Details (New Drawing)
  - CS4 – Foundation Plan, Details Clarifier #2 (New Drawing)
  - CS5 – Structural Section Clarifier #2 (New Drawing)
  - CS6 – Clarifier #2 and #3 Stairs and Walkways (New Drawing)
  - CS7 – Stairs and Walkways Details (New Drawing)
  - AS6 – Lanyard Plan, Section and Details
  - RP3 – Sludge Pump Room Sections (Revision)
  - E1 – Overall Electrical Reference Site Plan (Revision)
  - E4 – Overall Site Power & Signal Plan (Revision)
  - E5 – Electrical/Pump Building – Power and Signal Plan (Revision)
  - E7 – Elevation – Motor Control Center MCC-1 (Revision)
  - E21 – Clarifier No.s 1,2,3 Plan (Revision)
  - E24 – Power On-Line Diagram – Electrical Building, Clarifiers (Revision)
  - E32 – Partial Signal One-Line Diagram, Notes (Revision)

***Assumptions:***

- Ecology approval of Clarifier #2 is part of the 20-Year Engineering Report currently submitted to WDOE and WDOH. Clarifier #2 may be constructed, but not placed in service without Ecology approval.
- SEPA Checklist has already been prepared and MDNS issued by the City in conjunction with the 2008 Site Plan and Design Review process of the Phase I Improvements.

- Owner's Construction Manager will complete and sign formal WCD and facilitate passage of resulting Change Order through City's legal and administrative systems.

## Task 8.4 – Construction Services

### Differences From Amendment #4

- Deletion of Engineering Services During Bidding, including attendance at mandatory pre-bid conference, response to requests for information (RFIs) during bidding period, and preparation of addenda.
- Deletion of bid evaluation and recommendation and replacement with review of Contractor's change order proposal and negotiation of price/terms of change order.
- Reduction in calendar months for construction from 4 months to 2 months.
- Added site visit for inspection of added safety lanyard system and clarifier walkways.
- Reduction of 4 biweekly construction meetings by CEG, and added 2 periodic inspections/visits to provide a level of coordination and inspection commensurate with added Work.
- Reduction in level of effort for submittal reviews, field order preparation, and requests for information to reflect working relationships and procedures already established with current contractor.

### Updated Scope of Work

This task includes continuation of current construction services for the Clarifier #2 foundation, underslab piping, concrete walls, clarifier mechanism, walkways, clarifier electrical, and site piping, including provision in the pump/electrical building for the fourth RAS pump; for a fully functioning Clarifier #2 system. Services include:

- Review of Contractor's change proposal for added Work.
- Coordination with Owner's Construction Project Manager.
- Structural, mechanical and electrical submittal review.
- Geotechnical site visit(s) for evaluation of Clarifier #2 subgrade and compaction.
- Administrative submittals review (i.e. schedule, contractor's work plan).
- Responses to City and Contractor RFCs.
- Design Engineer periodic inspections, as detailed in individual firm proposals.
- Attendance of 4 bi-monthly construction meetings with discussion of added Work and issues surrounding the Work.

- Preparation of change documentation (Field Orders).
- Start-Up and Testing Support
- Substantial completion certification and punch list preparation for the added Work
- Final inspection walkthroughs and reports by each discipline.
- Record drawings review and comment for revised and added drawings under this amendment in accordance with Task 7.2 of Amendment No. 3 dated September 22, 2008.

Engineering Services Two-Year Warranty Period consist of:

- Record drawings review and comment for revised and added drawings under this amendment in accordance with Task 7.2 of Amendment No. 3 dated September 22, 2008.
- Inclusion of Clarifier #2 and RAS Pump, Controls and other added elements in Engineer's Operation and Maintenance Manual.
- Inclusion of added Work in 2-year warranty review services.

**Assumptions:**

- Phase I Construction Contract extension will be no more than 60 calendar days.

**Engineering Services Fee Summary – Exhibit B and Supporting Information – Exhibit C**

Exhibit B contains a summary of engineering services fees broken down by consultant. The attached Exhibit C – *Supporting Scope, Cost and Rate Schedule Information* contains further breakdown of labor and expenses by individual firm.

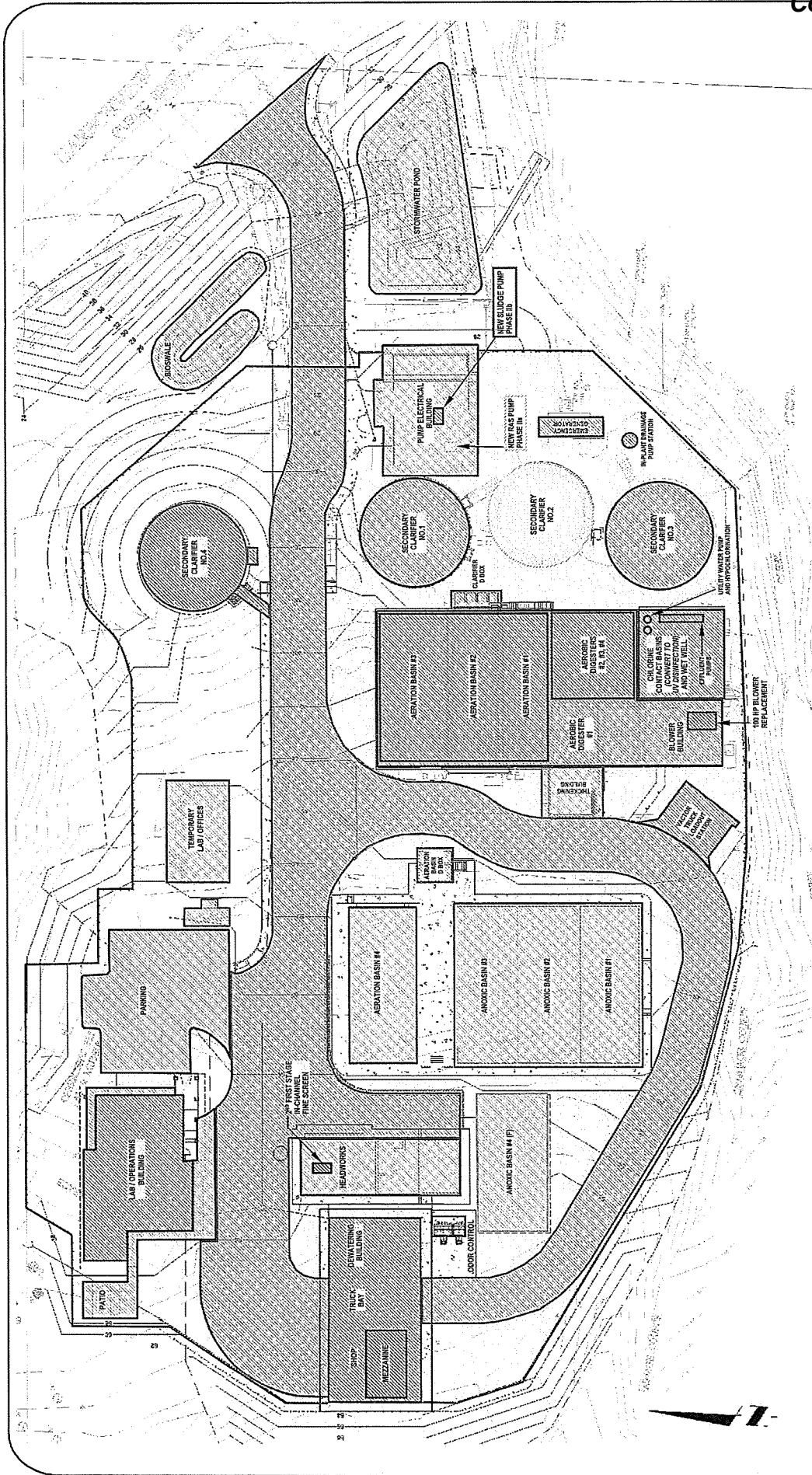
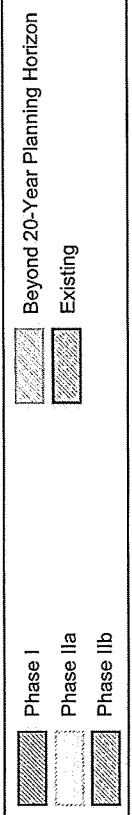


Figure 1: WWTP Site Plan



G:\0219\Figure 1 WWTP Site Plan.dwg

**ENGINEERING GROUP**  
Civil, Environmental, and Recreational Consulting

EXHIBIT B  
AMENDMENT NO. 5 TO WWTP MARCH 12, 2007 CONSULTANT SERVICES CONTRACT BETWEEN CITY OF GIG HARBOR  
AND COSMOPOLITAN ENGINEERING GROUP

TASK 8	Additional Clarifier (#2) & RAS Pump	H.R. Esvelt Engineering	Structural Research Co.	Cosmopolitan Engr. Group	Richard Sample Engr.	HWA Geosciences	Sub-Mark Up 10%	TOTAL
8.1	Engineering Project Administration	\$ 1,300.00	\$ 1,680.00	\$ 10,779.30	\$ 540.00	\$ -	\$ 352	\$ 14,651.30
8.2	Permitting and Coordination with Local Agencies	\$	\$ 1,120.00	\$ 1,971.30	\$ -	\$ -	\$ 112	\$ 3,203.30
8.3	Design	\$ 12,200.00	\$ 25,480.00	\$ 5,484.75	\$ 5,145.00	\$ 380.00	\$ 4,321	\$ 53,010.25
	8.3.1 Plans, Sections and Details							
	8.3.2 Specifications Review/Narrations							
	8.3.3 Quality Assurance Reviews							
	8.3.4 Write Work Change Directive							
8.4	Construction Services	\$ 4,800.00	\$ 4,680.00	\$ 17,936.75	\$ 5,535.00	\$ 2,581.00	\$ 1,760	\$ 37,292.35
	8.4.1 Proposal Review							
	8.4.2 Submittal Review							
	8.4.3 Four Additional Construction Meetings							
	8.4.4 Provide Design Engineer Periodic Inspections							
	8.4.5 Provide Design Interpretation/Change Order Support							
	8.4.6 Start Up/Punchlist and Completion Monitoring							
	8.4.7 Record Drawings Review and Comment							
	8.4.8 Operation and Maintenance Manual Revisions							
	8.4.9 Warranty Period Assistance and 23rd Month Review							
<b>TOTAL TASK 8</b>		<b>\$ 18,300.00</b>	<b>\$ 32,960.00</b>	<b>\$ 36,172.00</b>	<b>\$ 11,220.00</b>	<b>\$ 2,961.00</b>	<b>\$ 6,544.00</b>	<b>\$ 108,157.00</b>

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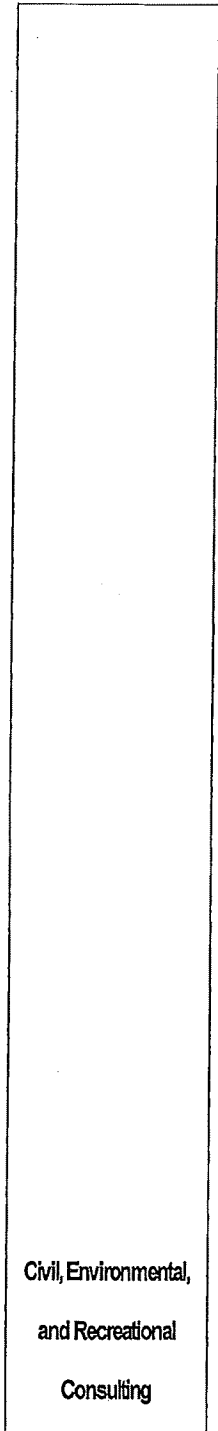
EXHIBIT B1  
FIRM BY FIRM and TASK BY TASK DIFFERENCE BETWEEN AMENDMENT NO. 4 and No. 5 TO WWTP MARCH 12, 2007 CONSULTANT SERVICES CONTRACT BETWEEN CITY OF GIG HARBOR  
AND COSMOPOLITAN ENGINEERING GROUP

TASK #	Additional Clarifier (#2) & RAS Pump	H.R. Esvelt Engineering	Person Hours Diff.	Structural Research Co.	Person Hours Diff.	Cosmopolitan Engr. Group	Person Hours Diff.	Richard Sample Engr.	Person Hours Diff.	HWA Geosciences	Sub-Mark Up 10%	TOTAL
8.1	Engineering Project Administration	\$ (1,200.00)	-8	\$ 560.00	4	\$ 7,121.10	42	\$ 540.00	4	\$ -	\$ (10)	\$ 7,011.10
8.2	Permitting and Coordination with Local Agencies	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	\$ -
8.3	Design	\$ (1,740.00)	-2	\$ (10,180.00)	-88	\$ (10,820.35)	-82	\$ (5,783.00)	-47	\$ -	\$ (1,770)	\$ (30,293.65)
	8.3.1 Plans, Sections and Details											
	8.3.2 Specifications Review/Narrations											
	8.3.3 Quality Assurance Reviews											
	8.3.4 Write Work Change Directive											
8.4	Construction Services	\$ (1,500.00)	-18	\$ (1,280.00)	-10	\$ (9,717.25)	-56	\$ (8,004.00)	-34	\$ -	\$ (1,078)	\$ (21,579.65)
	8.4.1 Proposal Review											
	8.4.2 Submittal Review											
	8.4.3 Four Additional Construction Meetings											
	8.4.4 Provide Design Engineer Periodic Inspections											
	8.4.5 Provide Design Interpretation/Change Order Support											
	8.4.6 Start Up/Punchlist and Completion Monitoring											
	8.4.7 Record Drawings Review and Comment											
	8.4.8 Operation and Maintenance Manual Revisions											
	8.4.9 Warranty Period Assistance and 23rd Month Review											
<b>TOTAL TASK 8</b>		<b>\$ (4,440.00)</b>	<b>-28</b>	<b>\$ (10,900.00)</b>	<b>-94</b>	<b>\$ (13,417.00)</b>	<b>-96</b>	<b>\$ (13,247.00)</b>	<b>-77</b>	<b>\$ -</b>	<b>\$ (2,859.00)</b>	<b>\$ (44,862.00)</b>

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ENGINEERING  
G R O U P



## Exhibit C

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Supporting Scope, Cost, and Rate Schedule Information

Civil, Environmental,  
and Recreational  
Consulting

**H. R. ESVELT ENGINEERING**  
Environmental Engineering

April 16, 2010

Cosmopolitan Engineering Group  
117 South Eight Street  
Tacoma, WA 98402

Attention: Dave McBride, P.E.

Subject: City of Gig Harbor Wastewater Treatment Plant Construction

Reference: Proposal for providing process and lead design services for Construction Change Order for Addition of Clarifier #2, 5<sup>th</sup> RAS Pump, interconnecting piping and appurtenances

Scope of Services:

1. Process Lead and Direction for Design team.
2. Production of drawings CP9 Clarifier #2 Process Plan and Sections, including drafting, to be furnished with signed P.E stamp to Cosmopolitan Engineering Group in electronic format as half-size PDF files. All Changes will be noted on drawings as CHANGE ORDER – CLARIFIER #2 ADDITION.
3. The revision of project process drawings (SP1, CP2, CP4, and RP3), including drafting, to be furnished with signed P.E stamp to Cosmopolitan Engineering Group in electronic format as half-size PDF files. All Changes will be noted on drawings as CHANGE ORDER – CLARIFIER #2 ADDITION.
4. Assist in bid documents submittal to the Owner at the completion of the revisions.
5. Submittal Review.
6. Site visits for construction observation of clarifier #2.

I will bill my services as time and materials billing format each month, for the not-to-exceed amount of \$18,300, without written approval of Cosmopolitan Engineering Group.

Sincerely,  
H. R. Esvelt Engineering

APPROVED:



H. Richard Esvelt, P.E.

Cosmopolitan Engineering Group

Attachment: Fee proposal spreadsheet



City of Gig Harbor

**ENGINEERING FEE PROPOSAL SUMMARY**

**H. R. Esvelt Engineering**

Engineering Services for WWTP Clarifier No. 2 / 5th RAS Pump CHANGE ORDER

City of Gig Harbor WWTP Phase 1 Improvements

HRE  
\$160

drafting  
\$65

NO	DESCRIPTION OF PHASE SERVICES				BUDGET
		ENGR	DRAFT	Expense	Total
	<b>Design revision services</b>				
1	Process Lead for Design team	8	-	\$100.00	\$1,300.00
2	New drawings three Revised drawing CP6 & CP9, CP10	24	30	\$100.00	\$5,500.00
3	Drawings SP1, CP2, CP3, CP4 & RP3, std. details rev	16	30	\$100.00	\$4,300.00
4	Specifications and estimate of proable costs	16			\$2,400.00
4	Document submittal	8	4		\$1,440.00
5	Review of Submittals	8			\$1,200.00
6	Trips to site for construction observation (3 EA)	14		\$60.00	\$2,160.00
	<b>DESIGN REVISION TOTALS</b>	<b>94</b>	<b>64</b>	<b>\$360.00</b>	<b>\$18,300.00</b>

## **Structural Research Company**

PO Box 8, Rice, WA 99167  
T: 509-738-4483 • E: src@ultraplix.com

### **Amendment to Scope of Work Gig Harbor WWTP Improvements, Phase 1**

Amendment to the General Agreement between City of Gig Harbor, Washington and  
Cosmopolitan Engineering Group, Inc.

Structural Research Company (SRC), P.O. Box 8, Rice, WA 99167, working in the capacity of sub-consultant to Cosmopolitan Engineering Group will participate in the development of a Change Order including design and contract documents, to construct a new Clarifier No. 2 including a new RAS pump, construct stairs and walkways for access from new Clarifier to existing Clarifiers Nos. 1 and 3. Design and specify a fall protection system to allow periodic maintenance access to Anoxic Basins grid 2 and 3 walls.

#### **Services During Design:**

1. SRC will develop and produce architectural and structural design and contract documents for the following structures:
  - a) Clarifier No. 2
  - b) Access facilities to Clarifiers No. 1 and 3.
  - c) Safety fall protection and hanger system for Anoxic Basins grids 2 and 3, tops of walls.
2. Design Activities
  - a) Assist in the layout of structures and facilities.
  - b) Structural design and contract documents for major components listed above.
  - c) Architectural design and contract documents for major components listed above.
  - d) Notes and references to existing general details and specifications.
  - e) New details and specifications for items not in the current project.
3. Coordination Activities
  - a) Work closely with Cosmopolitan Engineering Group, HR Esvelt Engineering, and the rest of the Design Team.
  - b) Coordinate with City officials, including Building Department as required.

The fee during the Design Phase for services delineated in items 1 through 3 above will be on a time and materials basis, not to exceed \$28,280.

#### **Services During Construction:**

1. SRC will provide architectural and structural engineering services for the following activities during construction of Clarifier No. 2 and the access facilities to Clarifiers 1 and 3.
  - a) Review and approve contractor's submittals (shop drawings) for architectural and structural aspects of the project.
  - b) Make one site visit for observation of construction progress and compliance with SRC portion of contract documents.
  - c) Participate in preparation of punch list items for architectural and structural aspects of the project.
  - d) Participate in final inspection and certification for architectural and structural aspects of the project.

The fee for services during construction delineated in 1 above will be time and materials based on hourly rates as shown in the attached spreadsheet, plus actual expenses, if any. The maximum amount of the fee for services during construction is \$4,680.

Structural Research Company								
PROJECT: WWTP Phase 2, Clarifier No. 2 / 5th RAS Pump, Lifeline						DATE: 4/15/10		
OWNER: CITY OF GIG HARBOR								
		BILLING RATE						
		\$140	\$110	\$60				
NO	DESCRIPTION OF PHASE SERVICES	.Prin	Sr			COST (\$)		
		Engr	Engr	Draft		Total	Expense	TOTAL
<b>Design Services</b>								
a	Coordination with Design team & City Staff	12	-			1,680	-	1,680
b	Calculations & Details	40	44		-	10,440	-	10,440
c	Drawings	24	48	88		13,920	-	13,920
d	Coordinate with Building Department	8				1,120	-	1,120
e	New Specification Sections (1)	8				1,120	-	1,120
Total During Design		92	92	88	-	28,280	-	28,280
						-	-	-
f	Work During Construction--Submittals, RFCs, etc.	12	12			3,000	-	3,000
g	One Site Visit During Construction & Report	12				1,680	-	1,680
Total Bidding and Construction		24	12	-		4,680	-	4,680
<b>TOTAL</b>		<b>116</b>	<b>104</b>	<b>88</b>	<b>-</b>	<b>32,960</b>	<b>-</b>	<b>32,960</b>

New "G" Sheets  
QA/QC Plan (GS1) for Clarifier (Assuming Not Required)

Specifications  
New specification for fall protection system

GIG HARBOR WASTEWATER TREATMENT PLANT EXPANSION  
PHASE I Amendment #5

Engineering Scope and Engineering Cost Estimate  
Cosmopolitan Engineering Group - CEG

PERSONNEL	Billing Rate/Hour	Principal	Project ENGR	CAD/ICE Tech	LABOR			Total Labor Hours	Total Labor Cost	EXPENSES		COMMENTS
					ADM	WP	Other			Mileage	Total Expenses	
<b>TASK 3 PHASE 1 IMPROVEMENTS DESIGN</b>												
8.1		52	8		5	2	67	\$ 10,689.30	\$	\$ 60.00	\$ 110.00	Meeting travel allowance and mailings
8.2		4	8		2	2	14	\$ 1,901.30	\$	\$ 20.00	\$ 70.00	Mailings, Meetings with CBO
8.3		1	8	10	2	2	21	\$ 2,370.55	\$	\$ 20.00	\$ 20.00	Plans Reproduction by City
		4	2		1	4	4	\$ 452.20	\$			Reproduction Expenses by City
		8	8		1	4	13	\$ 1,881.00	\$			
8.4		4	4		1		4	\$ 709.00	\$	\$ 20.00	\$ 20.00	Mailings, Etc
		8	8		1		17	\$ 2,456.80	\$			
		16	16				16	\$ 2,896.00	\$	\$ 57.00	\$ 57.00	Mileage to Gig Harbor + GTG Fee
		12					12	\$ 2,127.00				
		8	6	4		3	21	\$ 2,907.35				
		10					10	\$ 1,772.50				
		8		8			16	\$ 2,300.00				
		3	6			4	13	\$ 1,682.85		\$ 50.00	\$ 50.00	Added Reproduction Expense
		5			2		7	\$ 990.25		\$ 28.00	\$ 28.00	2 Trips During Warranty Period
<b>SUBTOTALS</b>		143	46	22	12	17	240	\$ 35,817.10	\$	\$ 165.00	\$ 170.00	\$ 355.00

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**Richard Sample Engineering**

1197 Magnolia Ave Redding, CA 96001 (530) 242-1134 Fax (530) 242-1136 email rse@integrity.com

April 14, 2010

Mr. David McBride  
Cosmopolitan Engineering Group  
117 South Eight Street  
Tacoma, WA 98402

**SUBJECT: ELECTRICAL ENGINEERING SERVICES PROPOSAL FOR CITY OF GIG HARBOR WWTP CLARIFIER NO. 2 & FIFTH RAS PUMP ADDITION**

Dear David,

I am submitting this letter of proposal for additional Design and Construction Support Engineering services for the Gig Harbor Wastewater Treatment Plant modifications associated with the addition of Clarifier No. 2 and the fifth Return Activated Sludge pump to the Phase 1 project.

I have attached an estimate data sheet schedule that gives a breakdown of the services that I will perform.

This contract is for lump sum payment per phase of the following amounts:

Design Development Services	\$5,685
Construction Support Services	\$5,535
Total	<u>\$11,220</u>

I will bill my services for each task individually by monthly billing invoices based on the percentage of work performed during each given month.

Richard Sample Engineering will maintain the following minimum insurance limits:

1. Errors and Omissions Liability - \$2,000,000
2. Comprehensive General Liability - \$1,000,000
3. Automotive Liability - \$500,000

Thank you for the opportunity to assist you on this work. Please contact me if you have any comments or questions regarding this proposal.

Sincerely,

APPROVED:

  
Richard A. Sample, P.E. 4/14/10

\_\_\_\_\_  
Cosmopolitan Engineering Group

Attachment: Fee proposal data sheet

<b>ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET</b>								
<b>Richard Sample Engineering</b>								
PROJECT: WWTP Clarifier No. 2 / 5th RAS Pump Addition					DATE: 4/14/10			
OWNER: CITY OF GIG HARBOR					JOB NO: 1003			
ESTIMATE BY: RICHARD A. SAMPLE, P.E.								
NO	DESCRIPTION OF PHASE SERVICES	BILLING RATE				COST IN \$		
		RSE hours		AIA hours		RSE	AIA	TOTAL
		ENGR	DRAFT	ENGR	DRAFT			
	<b>DESIGN DEVELOPMENT SERVICES</b>							
a	Coordination with Design team	4	-			540	-	540
b	Revision of (7) original drawings (see attached sched)	15	20			3,725	-	3,725
c	Conduit and Cable Schedule revision	2				270	-	270
d	Contract document submittal for review	6	4			1,150	-	1,150
	<b>TOTALS</b>	<b>27</b>	<b>24</b>	<b>-</b>	<b>-</b>	<b>5,685</b>	<b>-</b>	<b>5,685</b>
	<b>CONSTRUCTION SUPPORT SERVICES</b>							
a	Pre-construction meeting telephone support	2	-			270	-	270
b	Submittal review - Contractor, general materials	4	-		-	540	-	540
c	Submittal review - MCC / VFD Equipment	6	-		-	810	-	810
d	Coordination with Contractor / Integrator, review RFIs	6	-		-	810	-	810
e	Develop revision documentation	4	-		-	540	-	540
f	Final inspect & startup, checklist, punchlist	16	-		-	2,160	-	2,160
g	Review Manufacturers O & M manual & comment	2	-		-	270	-	270
h	Develop O & M manual electrical text (draft copy)	1	-		-	135	-	135
	<b>TOTALS</b>	<b>41</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,535</b>	<b>-</b>	<b>5,535</b>



ELECTRICAL ENGINEERING FEE PROPOSAL DATA SHEET						
<i>Richard Sample Engineering</i>						
Gig Harbor WWTP Clarifier No. 2 / 5th RAS Pump Change Order				DATE: 4/14/10		
DRWG. NO.	DESCRIPTION OF DRAWING	DRWG.	RSE HRS		AIA HRS	
		SCALE	ENGR	DRAFT	ENGR	DRAFT
	<b>Design Services</b>					
E1	Symbols Legend, Partial Electrical Site Plan	1"=40"	1	1		
E4	Overall Site Power and Signal Plan	1"=40"	1	2		
E5	Electrical / Pump Building - Power and Signal Plan	3/16"	3	3		
E7	Elevations - MCC-1, P-461	1/4"	2	2		
E21	Clarifier Nos. 1,2,3 Plan	3/16"	4	6		
E24	Partial Power One-line Diagram, Notes	none	2	4		
E32	Partial Signal One-line Diagram, Notes	none	2	2		
	TOTALS		15	20	0	0

**David McBride**

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**From:** Sa Hong [SHong@hwageo.com]

**Sent:** Monday, January 11, 2010 3:12 PM

**To:** David McBride

**Subject:** I am resending this email. This was sent to you Friday 1/8/10.

Dear Dave,

We understand that the new tank Clarifier #2 will be built between the existing two tanks. It will be only 5 to 8 feet away from the existing. Our role will be to assist the structural engineer to answer few questions and couple of site visits during construction. No new geotechnical investigation is included herein. We would like to propose \$3000 for our services as mentioned. Thank you.

**Sa H. Hong, PE**

*Principal*

HWA GeoSciences Inc.

19730 64th Avenue West, Suite 200

Lynnwood, Washington 98036-5957

Office: 425.774.0106 (extension 238)

Mobile: 206.794.3125

Fax: 425.774.2714

E mail: shong@hwageo.com

Website: www.hwageo.com

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This email has been scanned by the MessageLabs Email Security System.  
For more information please visit <http://www.messagelabs.com/email>

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1/11/2010



Project Cost Estimate  
Clarifier Tank #2  
Gig Harbor, WA



HWA Ref: 2007-14-21  
Date: 12-Jan-10  
Prepared by: Sa H Hong

Cost Proposal for Clarifier #2

BACKGROUND:

We understand and assumed the following:  
The tank will be founded 14 feet below the existing ground surface.  
The tank will be located between the existing tanks.

SCOPE OF WORK:

No drilling will be conducted.  
We recommend the design parameters based on the existing information.  
Soil foundation soil conditions will be verified with field observation during construction.  
Our report will include;  
1) bearing capacity, earthquake design criteria, , backfill soil using the on site soils  
2)excavation slope and shoring  
3) construction monitoring for backfill and bearing soil verifications.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2009 HOURLY BILLING RATES					TOTAL HOURS	TOTAL AMOUNT
	Principal \$190.00	Sr. Engr. \$157.00	Geologist \$110.00	CAD \$75.00	Admin. \$65.00		
1. Engineering Analyses	2					2	\$380
2. Reporting (correspondence, memos, etc.)	6			2		8	\$1,290
3. Field Visit		8				8	\$1,256
<b>TOTAL LABOR:</b>	8	8	0	2	0	18	\$2,926

SOIL LABORATORY TEST SUMMARY:

Test	Est. No. Tests	Unit Cost	Total Cost
Natural Moisture Content		\$12	\$0
Grain Size Distribution		\$80	\$0
Atterberg Limits (plasticity index)		\$110	\$0
Modified Proctor (compaction)		\$180	\$0
<b>LABORATORY TOTAL:</b>			\$0

HWA DIRECT EXPENSES:

Mileage at \$0.55/mile \$77 \$35  
Miscellaneous Field Supplies  
HWA Lab Testing (detail to left) \$0  

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\$77 \$35

SUBCONTRACTOR EXPENSES:

Drilling  
  
State Tax 9.50% \$0  
HWA Markup on Subcontractors (15%) \$0  
**SUB EXPENSE TOTAL:** \$0

PROJECT TOTALS:

HWA Labor \$2,926  
HWA Direct Expenses \$77 \$35  
Subcontractor Expense \$0  

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\$3,003

CONDITIONS:

- Geotechnical evaluation includes physical soil properties only; does not include evaluation of potentially contaminated ground water, or the identification of wetland areas.
- HWA's project manager has the discretion to transfer labor and budget dollars between tasks to satisfy project objectives.

\$2,961

*SAH*  
2/16/10

**Subject:** WSDOT Turnback Agreement

**Dept. Origin:** Public Works / Engineering

**Proposed Council Action:**

Approve and authorize the Mayor to sign the Turnback Agreement with Washington State Department of Transportation (WSDOT).

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

**For Agenda of:** May 24, 2010

**Exhibits:** WSDOT Turnback Agreement and Exhibit A

Initial & Date

**Concurred by Mayor:**

*CLH 5/18/10*

**Approved by City Administrator:**

*PK 5/17/10*

**Approved as to form by City Atty:**

*per email 5/17/10*

**Approved by Finance Director:**

*N/A*

**Approved by Department Head:**

*5/18/10*

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

**INFORMATION / BACKGROUND**

RCW 47.52.210 provides that upon the completion of construction of a state limited access highway within a city, the state may relinquish to the city streets constructed or improved as a functional part of the highway, slope easements, landscaping areas and other related improvements to be maintained and operated by the city, and that relinquishment of such property be accomplished by deed. The attached Turnback Agreement between the City and Washington State Department of Transportation (WSDOT) provides for the relinquishment of ownership and maintenance responsibility from the State to the City for the reconfigured on and off ramps located at the City's large roundabout at the Burnham / Borgen Interchange.

A similar agreement was completed in 2003 after the City completed the construction of the original roundabout.

**FISCAL CONSIDERATION**

NA.

**BOARD OR COMMITTEE RECOMMENDATION**

The turnback agreement was presented to the Public Works Committee on May 20, 2010.

**RECOMMENDATION / MOTION**

Approve and authorize the Mayor to sign the Turnback Agreement with Washington State Department of Transportation (WSDOT).



<h1>Turnback Agreement</h1>			Organization and Address City of Gig Harbor Public Works Department 3105 Judson Street Gig Harbor, WA 98335
			Agreement Number  TB3-0138
State Route  16	Control Section  270600	Region  Olympic	SR 16 Burnham Dr I/C City Improvements

THIS AGREEMENT is between the STATE OF WASHINGTON, Department of Transportation, hereinafter the "STATE," and City of Gig Harbor, hereinafter the "LOCAL AGENCY," collectively hereinafter the "PARTIES."

WHEREAS, the STATE is planning the construction or improvement of a section of the state route as identified above, hereinafter referred to as the "PROJECT," and

WHEREAS, the STATE has acquired and/or is in the process of acquiring right of way needed to construct, reconstruct, or rearrange the state route and/or certain streets or roads, frontage roads, access roads, intersections, ramps, crossings, and /or other roadway features, hereinafter referred to as "Roadway Facilities," and

WHEREAS, upon completion of the PROJECT, certain right of way and Roadway Facilities, as shown on Exhibit A, attached hereto and made a part hereof, will require maintenance, operation, and ownership transfer from the STATE to the LOCAL AGENCY, and

WHEREAS, the STATE and LOCAL AGENCY enter into this Agreement to identify the process of Roadway Facilities and right of way maintenance, operation, and ownership transfer,

NOW, THEREFORE, pursuant to

(City or Town) RCW 36.75.090 and/or RCW 47.52.210,

(County) RCW 36.75.090 and WAC 468-18-040, "Design standards for rearranged county roads, frontage roads, access roads, intersections, ramps and crossings,"

IT IS MUTUALLY AGREED AS FOLLOWS:

**1. COMPLETION, ACCEPTANCE, AND TRANSFER OF OPERATION AND MAINTENANCE**

1.1 Once the PROJECT is completed and reviewed by the PARTIES, the STATE will in writing transfer to the LOCAL AGENCY and the LOCAL AGENCY agrees to accept the responsibility for the maintenance and operation of the Roadway Facilities and right of way until such time as the full ownership of the right of way and Roadway Facilities are conveyed by deed pursuant to Section 2.

1.2 The LOCAL AGENCY agrees to accept ownership of the right of way and Roadway Facilities as shaded, where applicable, on Exhibit A, as follows:

**Red** Indicates access control and access rights to be retained by the STATE

**Blue (light)** Indicates Roadway Facilities and right of way to be conveyed in fee to the LOCAL AGENCY

**Yellow** Indicates easements to be conveyed to the LOCAL AGENCY

2. RECORDED CONVEYANCE

2.1 Within one year following the STATE's written transfer to the LOCAL AGENCY of the responsibility for maintenance and operations as provided in Section 1, the STATE will furnish the LOCAL AGENCY a recordable conveyance of right of way, including the Roadway Facilities constructed thereon, as shown on the plans marked Exhibit A. The conveyance will be recorded pursuant to RCW 65.08.095.

2.2 It is understood and agreed that the above-referenced property is transferred for road/street purposes only, and no other use shall be made of said property without the prior written approval of the STATE. It is also understood and agreed that the LOCAL AGENCY, its successors or assigns, shall not revise either the right of way lines or the access control without prior written approval from the STATE, its successors, or assigns. Revenues resulting from any vacation, sale, or rental of this property or any portion thereof, shall (1) if the property is disposed of to a governmental entity for public use, be placed in the LOCAL AGENCY road/street fund and used exclusively for road/street purposes; or (2) if the property is disposed of other than as provided in (1) above, be shared by the LOCAL AGENCY and STATE, their successors or assigns, in the same proportion as acquisition costs were shared; except that the LOCAL AGENCY may deduct the documented direct costs of any such vacation, sale, or rental.

2.3 The LOCAL AGENCY agrees to comply with, and require its successors or assigns to comply with, all civil rights and anti-discrimination requirements of chapter 49.60 RCW, as to the right of way and Roadway Facilities to be conveyed.

2.4 The LOCAL AGENCY understands and agrees that the STATE is retaining ownership of all rights of ingress and egress, to, from and between the above referenced state highway route and/or Roadway Facilities and the properties abutting said state highway route and/or Roadway Facilities, including all rights of access, light, view and air, and access control as shown by the access prohibition symbol and as shaded in section 1.2 above along the above referenced state route and/or Roadway Facilities right of way and along abutting properties on the right of way access plans marked as Exhibit A. The LOCAL AGENCY, its successors or assigns, shall have no right of ingress or egress between the above referenced state route and abutting properties, or the state route and the lands herein conveyed that show the access prohibition symbol and as shaded in section 1.2 above. The LOCAL AGENCY, its successors or assigns, shall not be entitled to compensation for any loss of access, light, view, or air occasioned by the location, construction, reconstruction, maintenance, or operation of the above referenced state route and/or Roadway Facilities.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the date last written below.

LOCAL AGENCY

STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_





C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 05/06/2010

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20100831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
TARGET CORPORATION	TARGET STORE # T-1205 11400 51ST AVE NW GIG HARBOR WA 98332 0000	087016	GROCERY STORE - BEER/WINE
2. ANDRADE'S, INC.	PUERTO VALLARTA - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
3. WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE
4. JULEP NAIL PARLOR COMPANY	JULEP NAIL PARLOR 4751 POINT FOSDICK DR NW #200 GIG HARBOR WA 98335 2320	404132	SNACK BAR





Subject: Settlement Agreement with Lisa Clark to dismiss lawsuits regarding fence on Soundview Drive

Proposed Council Action:

Authorize the Mayor to sign the attached Settlement Agreement with Lisa Clark dismissing lawsuits filed against the City with prejudice

Dept. Origin: Administration

Prepared by: Angela Belbeck

For Agenda of: May 24, 2010

Exhibits: Settlement Agreement and Stipulations

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

CLH 5/19/10

RJK 5/17/10

by email 5-17-10

AD 5/10

Table with 4 columns: Expenditure Required, none, Budgeted, Amount Required, Appropriation

INFORMATION / BACKGROUND

Lisa Clark constructed a fence within the City right-of-way along Soundview Drive without obtaining an encroachment permit under Chapter 12.02 GHMC. Since that time, Ms. Clark has filed two damage lawsuits against the City which are pending before the Court of Appeals, the U.S. District Court in Tacoma and the Pierce County Superior Court.

The first was an appeal of a hearing examiner decision relating to the fence. The City removed that appeal to the U.S. District Court. The state claims were remanded to the Pierce County Superior Court, where the court dismissed the case with prejudice. Ms. Clark appealed the Superior Court action to the Court of Appeals and that appeal is pending.

After construction of the fence Ms. Clark applied for an encroachment permit which was denied by the City Engineer on October 19, 2009, due to sight distance issues. Ms. Clark appealed the City Engineer's denial to the City Council on December 14, 2009, and on January 11, 2010, the City Council approved Resolution No. 818 affirming the City Engineer's denial. Ms. Clark subsequently filed an appeal with the Superior Court under the Land Use Petition Act. That appeal is pending with the Superior Court.

Because Ms. Clark did not request a stay in the lawsuits, on April 2, 2010, the City issued an emergency order to Ms. Clark requiring immediate removal of the portion of fence in the right-of-way. On April 16, 2010, Ms. Clark removed the portion of the fence in the right-of-way and on April 23, 2010, submitted an application for an encroachment permit to allow the fence in a location approved by the City Engineer.

Ms. Clark has partially complied with the proposed settlement, which requires:

- Removal of the obstructing portion of the fence that is located within the sight distance triangle.
- Submitting an application for a new street encroachment permit showing that construction of any new portion of the fence will be located outside the sight distance triangle.
- Relocating the obstructing portion of the fence on Ms. Clark's property under the direction of the City Engineer.

The proposed settlement requires that upon Ms. Clark's completion of the above, the City will issue the encroachment permit under the city code without any additional terms and conditions. The encroachment permit will not be issued until execution of the subject settlement agreement.

Once all activities described in the settlement agreement have been accomplished, the City's attorney in the case will enter the Stipulations and Orders of Dismissal with Prejudice with the courts, to dismiss the lawsuits.

#### **FISCAL CONSIDERATION**

None.

#### **BOARD OR COMMITTEE RECOMMENDATION**

n/a

#### **RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to sign the Settlement Agreement with Lisa Clark for dismissal of Ms. Clark's lawsuits against the City with prejudice, under the terms and conditions in the attached Agreement.



**Revised 4-27-10**

**SETTLEMENT AGREEMENT**

**THIS SETTLEMENT AGREEMENT** (hereinafter “Agreement”) is entered into by and between the City of Gig Harbor (hereinafter the “City”) and Lisa Clark (hereinafter the “Plaintiff”).

**RECITALS**

WHEREAS, the Plaintiff is the owner of certain real property located in the City of Gig Harbor, with the address: 7117 Soundview Drive, Gig Harbor, Washington (hereinafter referred to as the “Property”); and

WHEREAS, Plaintiff constructed a fence which she asserts is on her Property, without obtaining a street obstruction permit; and

WHEREAS, the City asserts that a portion of this fence is located on City right-of-way along Soundview Drive; and

WHEREAS, the City Planning Director issued a decision on the fence, which Plaintiff appealed to the City Hearing Examiner; and

WHEREAS, the City Hearing Examiner issued a decision on January 27, 2009, and plaintiff appealed this decision to Pierce County Superior Court in Cause No. 09-2-05944-1, which the City removed to U.S. District Court in Cause No. C09-5099 FDB; and

WHEREASs, the state claims were remanded, and Pierce County Superior Court dismissed the case with prejudice; and

WHEREAS, the Plaintiff appealed the Superior Court’s decision in Court of Appeals, Division II, Cause No. 39634-3-II; and

WHEREAS, Plaintiff applied for a street obstruction permit for the fence, and on October 7, 2009, the City Engineer issued a Notice of Decision denying the permit; and

WHEREAS, Plaintiff appealed the Notice of Decision to the City Council, which affirmed the City Engineer's decision on January 11, 2010; and

WHEREAS, on February 1, 2010, Plaintiff filed a Land Use Petition Act Appeal of the City Council's decision in Pierce County Superior Court in Cause No. 10-2-06005-2; and

WHEREAS, on April 2, 2010, the City issued an Emergency Order to Plaintiff, requiring the immediate removal of the portion of the fence in the City right-of-way; and

WHEREAS, the City and Plaintiff desire to resolve this dispute without resort to further litigation; and

WHEREAS, each of the undersigned parties to this Agreement has had ample opportunity to review the facts and law relevant to any asserted or potential claims associated with code interpretations or actions referred to in the Land Use Petition filed in the Superior Court action referenced above, and have had the opportunity to fully consult with counsel of his choosing, and have done so, and have entered into this Agreement knowingly and voluntarily, without duress or coercion from any source; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings of the Parties as set forth below, the Parties agree and promise as follows:

**TERMS**

**Section 1. Dismissal of Pending Litigation.** The parties agree to execute Stipulations and Agreed Orders of Dismissal with Prejudice (hereinafter the "Stipulations"), in the form attached hereto as Exhibit A, B, and C, which are

incorporated herein by this reference. These Stipulations shall be executed by the parties, a signed copy of this Settlement Agreement shall be attached to each an Exhibit. The individual Stipulations with the Exhibits shall be presented to the Courts for entry in the lawsuits described as follows: Court of Appeals Division II, Cause N. 39634-3-II (Pierce County Superior Court Cause No. 09-2-05944-1); U.S. District Court Cause No. C09-5099 FDB; Pierce County Superior Court Cause No. 10-2-06005-2, after all of the events described in Sections 2 and 3 of this Agreement have been fully and completely performed. The parties agree that entry of these Stipulations shall dismiss all proceedings described above with prejudice, and that each party shall bear its own costs and attorneys' fees incurred therein.

**Section 2. Settlement Activities.** The parties agree that they have begun, or will begin, immediately after execution of this Agreement, to perform the following activities:

2.1 The plaintiff shall remove the obstructing portion of the fence on Plaintiff's property that is located in the sight distance triangle (as shown on the exhibits produced by the City at the appeal hearing, and as determined on site by the City Engineer). See Exhibit A for narrative describing alternations in fence required by the City and City requirements governing reconstruction of the fence.

2.2 On or before April 23, 2010, the plaintiff shall submit an application to the City for a new street encroachment permit for the fence (existing and as proposed to replace the removed portion), showing that construction of any new portion of the fence will be located outside the limits of the sight distance triangle. The new fence portion could be consistent in height with the existing fence, which would remain at its current height.

2.3 Relocate the obstructing portion of the fence on Plaintiff's property under the direction of the City Engineer who will appear on the site, mark the property for the correct location and then revisit the site after construction to determine whether the fence has been relocated to the specified location.

2.4 If the offending portion of the fence is located to the position specified by the City representative to eliminate any site distance triangle obstruction, the City will issue a street encroachment permit for the fence.

2.5 The City's street encroachment permit will be issued under the City's code, relating to same, without any additional terms and conditions.

**Section 3. Bar to Further Litigation on All Settlement Activities in Section 2.**

The parties agree that no actions, verbal or written statements, discussions or decisions made or performed pursuant to Section 2 of this Agreement shall serve as the basis for any new, additional, further or continued litigation, except for any actions taken by either party to enforce a breach of this Agreement.

**Section 4. Compromise of Claims.** The parties understand and agree that this Agreement is a compromise of disputed claims, and the execution and performance of this Agreement does not constitute and shall not be construed as an admission of liability, fault or responsibility by the other party. No party's actions in settlement of this litigation, including any actions or statements made in the negotiation, performance of the activities in Section 2, shall be used against that party or introduced in evidence in any court proceeding.

---

**Section 5. Notice.** All required notices under this Agreement shall be delivered to the parties' representatives at the addresses listed below:



City  
Carol A. Morris  
Morris & Taraday, P.C.  
P.O. Box 948  
Seabeck, WA 98380-0948

Plaintiff  
Jane Koler  
Law Office of Jane Koler  
5801 Soundview Drive, Suite 258  
Gig Harbor, WA 98335

**Section 6. Release.** Upon execution of the Stipulations referenced in Section 1 of this Agreement, entry of the Stipulations into the files of the Clerk of the Pierce County Superior Court, the Clerk of the Court of Appeals, Division II and the U.S. District Court, and after all of the activities described in Section 2 have been fully performed, the undersigned parties to this Settlement Agreement hereby agree that they shall, and hereby do, mutually release, quit, and forever discharge one another and their successors and the Association of Washington Cities Risk Management Services Agency (AWC-RMSA); past, present and future officers, agents, employees, members, assigns, relations and attorneys of and from any and all claims, demands, damages, actions, controversies, attorneys' fee claims, disputes, cause of action, or suits of any kind or nature whatsoever, whether known or unknown, asserted or not asserted, foreseen or unforeseen, whether past, present or future, which each has, may have or could have had to the exercise of diligence, against the other, pertaining to or arising from all litigation described in Section 1 herein, including, but not limited to, any and all claims for damages and/or attorneys' fees under claims of negligence, chapter 64.40 RCW and 42 U.S.C. Section 1983 and 42 U.S.C. Section 1988.

The parties have no knowledge of any existing claims against the other party that have not been released under this Section. This Agreement is binding on all parties, their heirs, legal representatives and assigns.

**Section 7. Representations or Warranties.** The parties acknowledge that no other person or entity, nor any agent or attorney of any person or entity, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Agreement concerning the subject matter hereof, to induce the Parties to execute this Agreement. The parties further acknowledge that they have not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.

**Section 8. Authority to Execute.** Each signatory of this Agreement represents and warrants that he or she has full power and authority to execute and deliver this Agreement on behalf of the entity or party for which he or she is signing, and that he or she will defend and hold harmless the other party from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for whom he or she signed. Upon a proper execution and delivery, this Agreement will have been duly entered into by the parties, will constitute as against each party a valid, legal and binding obligation, and will be enforceable against each party in accordance with the terms herein.

**Section 9. Specific Performance.** The parties agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Agreement by any party in default herein. All terms and provisions of this Agreement are material.

**Section 10. Governing Law, Venue and Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to the limitations on pending and future litigation herein, venue for any action arising out of or relating to this Agreement shall lie in Pierce County Superior

Court. The prevailing party in any such litigation shall be reimbursed by the other party for its reasonable attorney's fees, expert witness fees and costs.

**Section 11. Entire Agreement.** This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, and shall not be modified or amended in any way except in writing, and signed by the parties hereto.

**Section 12. Interpretation.** This Agreement was drafted by negotiation by counsel for the parties, and there shall not be a presumption or construction against either party. Any titles or captions of paragraphs contained in this Agreement are for convenience and reference only.

**Section 13. Binding Nature of Agreement.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors, devisees, assigns and all persons now or hereafter holding or having all or any part of any interest of a party to this Agreement.

**Section 14. Severability.** If any portion of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this Agreement.

**Section 15. Counterpart Originals.** Each signatory to this Agreement may sign a separate original of this Agreement. In such event, the Agreement remains as binding and enforceable as it would be if all parties signed the Agreement at the same time and place.

**Section 16. Third Party Beneficiaries.** This Agreement is neither expressly nor impliedly intended to be for the benefit of any third party, and is neither expressly nor impliedly enforceable by any third party. Notwithstanding this provision, parties not

signatories to this Agreement shall have, without limitation, any and all legal rights which arise as a result of the entry of the Stipulated Orders of Dismissal, as contemplated in Section 1 herein.

Dated this \_\_\_ day of \_\_\_\_\_, \_\_\_.

**CITY:**

By \_\_\_\_\_  
Mayor

**ATTEST:**

By \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Carol A. Morris  
Attorney for the City of Gig Harbor



**PLAINTIFF:**

By     *Lisa Clark*      
Lisa Clark

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF     *Pierce*      )

I certify that I know or have satisfactory evidence that LISA CLARK is the person who appeared before me, and that said person acknowledged that she signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED:     *4/27/10*    

    *Jennifer L. Nicholson*      
    *Jennifer L. Nicholson*      
(print or type name)



NOTARY PUBLIC, State of Washington  
Residing at:     *Gig Harbor*      
My Commission expires:     *10-19-13*

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF PIERCE            )

I certify that I know or have satisfactory evidence that \_\_\_\_ 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 Mayor of \_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

Clark vs. City of Gig Harbor  
Fence reconstruction  
Exhibit text and pictures

-Exhibit picture 1: removal of 3 trees and 5 fence sections



-Note: City sign also has been removed (formerly located above car)

-Front stake place by City Engineer as to new placement of front fence post

-Stake in rear indicates the point that the fence will angle 45degrees then straight to front stake. The sections will be same height as remaining fence

-From front stake ( new corner post) the fence will continue toward driveway. SEE NEXT PHOTO

Exhibit A





- Stake lying in foreground is the continuation of new Eastward fence line
- This new corner will meet with City Engineer staked spot

MAY 11 2010

CITY OF GIG HARBOR

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STATE OF WASHINGTON  
COURT OF APPEALS, DIVISION II

LISA CLARK,

Appellant,

vs.

THE CITY OF GIG HARBOR,

Respondent.

No. 39634-3-II

STIPULATION AND ORDER  
OF DISMISSAL WITH  
PREJUDICE

**STIPULATION**

Appellant Lisa Clark, by and through her undersigned counsel of record, and the Respondent City of Gig Harbor (hereinafter the "City") hereby stipulate and agree that the above-captioned action should be dismissed with prejudice. Each party shall pay its own attorneys' fees and costs.

Dated: \_\_\_\_\_

MORRIS & TARADAY, P.C.

By: \_\_\_\_\_  
Carol A. Morris, WSBA #19241  
Attorney for the Respondent City of Gig Harbor

Note:  
This stipulation and order can  
only be filed after the City has  
signed the Settlement Agreement  
in this matter and performed all  
Settlement Activities specified in  
Paragraph 2 of that Agreement.  
Jane Koler

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LAW OFFICE OF JANE R. KOLER, PLLC

By: Jane Koler  
Jane Koler, WSBA #13541  
Attorney for Appellant Clark

**ORDER**

THIS MATTER, having come before the Court upon the Stipulation of counsel for the petitioner Clark and respondent City to dismiss the above captioned lawsuit with prejudice, and the court having considered the Stipulation, reviewed the records and files herein, and being fully advised of the premises; it is now hereby:

ORDERED that this lawsuit is DISMISSED WITH PREJUDICE, costs and attorneys' fees to be addressed as set forth above.

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
JUDGE

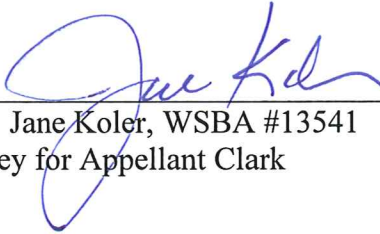
Presented by:  
MORRIS & TARADAY, P.C.

By \_\_\_\_\_  
Carol A. Morris, WSBA #19241  
Attorney for Respondent City

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Approved as to form, Notice of  
Presentation Waived:

LAW OFFICE OF JANE R. KOLER, PLLC

By:   
Jane Koler, WSBA #13541  
Attorney for Appellant Clark



MAY 14 2010

CITY OF GIG HARBOR

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SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY

LISA CLARK,

Petitioner,

vs.

CITY OF GIG HARBOR, a Washington  
municipal corporation,

Respondents.

No. 09-2-05944-1

STIPULATION AND ORDER  
OF DISMISSAL WITH PREJUDICE

**STIPULATION**

Petitioner Lisa Clark, by and through her undersigned counsel of record, and the Respondent City of Gig Harbor (hereinafter the "City") hereby stipulate and agree that the above-captioned action should be dismissed with prejudice. Each party shall pay its own attorneys' fees and costs.

Dated: \_\_\_\_\_

MORRIS & TARADAY, P.C.

By: \_\_\_\_\_  
Carol A. Morris, WSBA #19241  
Attorney for the Respondent City of Gig Harbor



*Note:*

*This stipulation and order only can be filed after the City signs the settled agreement in this matter and performs all actions specified in paragraph 2 of Settlement Agreement. J.K.*

1 LAW OFFICE OF JANE R. KOLER, PLLC

2  
3 By: Jane Koler  
4 Jane Koler, WSBA #13541  
5 Attorney for Petitioner Clark

6 **ORDER**

7 THIS MATTER, having come before the Court upon the Stipulation of counsel for the  
8 petitioner Clark and respondent City to dismiss the above captioned lawsuit with prejudice, and  
9 the court having considered the Stipulation, reviewed the records and files herein, and being  
10 fully advised of the premises; it is now hereby:

11 ORDERED that this lawsuit is DISMISSED WITH PREJUDICE, costs and attorneys'  
12 fees to be addressed as set forth above.

13 SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2010.

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17 JUDGE

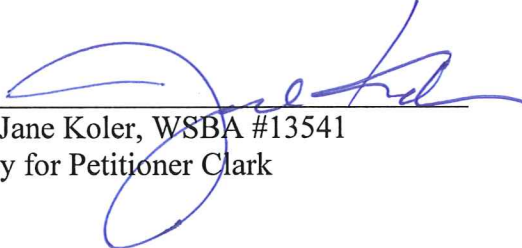
18 Presented by:

19 MORRIS & TARADAY, P.C.

20 By \_\_\_\_\_  
21 Carol A. Morris, WSBA #19241  
22 Attorney for Respondent City  
23  
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1 Approved as to form, Notice of  
2 Presentation Waived:

3 LAW OFFICE OF JANE R. KOLER, PLLC

4 By:   
5 Jane Koler, WSBA #13541  
6 Attorney for Petitioner Clark

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MAY 14 2010

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SUPERIOR COURT OF WASHINGTON FOR PIERCE COUNTY

LISA CLARK, an unmarried woman,

Petitioner,

vs.

CITY OF GIG HARBOR, a Washington  
municipal corporation,

Respondent.

No. 10-2-06005-2

STIPULATION AND ORDER  
OF DISMISSAL WITH  
PREJUDICE

**STIPULATION**

Petitioner Lisa Clark, by and through her undersigned counsel of record, and the Respondent City of Gig Harbor (hereinafter the "City") hereby stipulate and agree that the above-captioned action should be dismissed with prejudice. Each party shall pay its own attorneys' fees and costs.

Dated: \_\_\_\_\_

MORRIS & TARADAY, P.C.

By: \_\_\_\_\_

Carol A. Morris, WSBA #19241  
Attorney for the Respondent City of Gig Harbor

Note:  
This stipulation and order  
only can be filed after the City  
has signed the settlement  
agreement and performed all  
settlement activities specified in  
Paragraph 2 of that Agreement.  
Jane Koler

1 LAW OFFICE OF JANE R. KOLER, PLLC

2  
3 By: Jane Koler  
4 Jane Koler, WSBA #13541  
5 Attorney for Petitioner Clark

6 **ORDER**

7 THIS MATTER, having come before the Court upon the Stipulation of counsel for the  
8 petitioner Clark and respondent City to dismiss the above captioned lawsuit with prejudice, and  
9 the court having considered the Stipulation, reviewed the records and files herein, and being  
10 fully advised of the premises; it is now hereby:

11 ORDERED that this lawsuit is DISMISSED WITH PREJUDICE, costs and attorneys'  
12 fees to be addressed as set forth above.

13 SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2010.

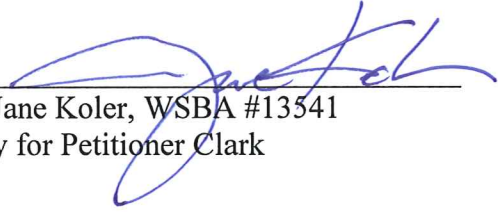
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16 \_\_\_\_\_  
17 JUDGE

18 Presented by:  
19 MORRIS & TARADAY, P.C.

20  
21 By \_\_\_\_\_  
22 Carol A. Morris, WSBA #19241  
23 Attorney for Respondent City  
24  
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1 Approved as to form, Notice of  
2 Presentation Waived:

3 LAW OFFICE OF JANE R. KOLER, PLLC

4 By:   
5 Jane Koler, WSBA #13541  
6 Attorney for Petitioner Clark

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT COURT  
AT TACOMA

LISA CLARK,  
  
Plaintiff,  
  
vs.  
  
THE CITY OF GIG HARBOR,  
  
Defendant.

No. C09 5099 FDB  
  
STIPULATION AND ORDER  
OF DISMISSAL WITH  
PREJUDICE

**STIPULATION**

Petitioner Lisa Clark, by and through her undersigned counsel of record, and the Respondent City of Gig Harbor (hereinafter the "City") hereby stipulate and agree that the above-captioned action should be dismissed with prejudice. Each party shall pay its own attorneys' fees and costs.

Dated: \_\_\_\_\_

MORRIS & TARADAY, P.C.

By: \_\_\_\_\_

Carol A. Morris, WSBA #19241  
Attorney for the Respondent City of Gig Harbor



*Note: This stipulation and order only can be filed if the City signs the Settlement Agreement and performs all of the settlement activities specified in paragraph 2 of that Agreement.*  
Jane Koler

1 LAW OFFICE OF JANE R. KOLER, PLLC

2  
3 By: Jane Koler  
4 Jane Koler, WSBA #13541  
5 Attorney for Petitioner Clark

6 **ORDER**

7 THIS MATTER, having come before the Court upon the Stipulation of counsel for the  
8 petitioner Clark and respondent City to dismiss the above captioned lawsuit with prejudice, and  
9 the court having considered the Stipulation, reviewed the records and files herein, and being  
10 fully advised of the premises; it is now hereby:

11 ORDERED that this lawsuit is DISMISSED WITH PREJUDICE, costs and attorneys'  
12 fees to be addressed as set forth above.

13 SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2010.

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17 JUDGE

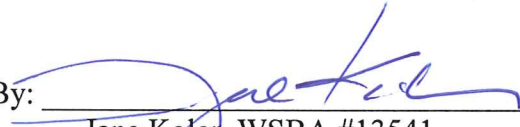
18 Presented by:

19 MORRIS & TARADAY, P.C.

20  
21 By \_\_\_\_\_  
22 Carol A. Morris, WSBA #19241  
23 Attorney for Respondent City  
24  
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1 Approved as to form, Notice of  
2 Presentation Waived:

3 LAW OFFICE OF JANE R. KOLER, PLLC

4 By:   
5 Jane Koler, WSBA #13541  
6 Attorney for Petitioner Clark

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Subject: Settlement Agreement with David and Merrilyn Morris and Thomas Morris, Jr., regarding code enforcement action

Proposed Council Action:

Authorize the Mayor to sign the attached Settlement Agreement with David and Merrilyn Morris and Thomas Morris, Jr., regarding code enforcement action concerning property located at 2809 Harborview Drive

Dept. Origin: Legal
Prepared by: Angela Belbeck
For Agenda of: May 24, 2010
Exhibits: Settlement Agreement
Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty: By Email
Approved by Finance Director:
Approved by Department Head:

Table with 3 columns: Expenditure Required, Amount Required, Appropriation. Row 1: none, Budgeted.

INFORMATION / BACKGROUND

On January 13, 2010, the City issued a building permit for a remodel with minor additions to an existing single-family dwelling owned by David and Merrilyn Morris and Thomas Morris, Jr., located at 2809 Harborview Drive (the "residence").

On March 24, 2010, the City learned the residence had been demolished to the foundation, and on March 25, 2010, the City issued a stop work order due to the apparent loss of the structure's legal nonconforming status. On April 1, 2010, the City issued a Notice of Violation and Stop Work Order ("NOV") on the basis that by demolishing the structure the residence had lost its legal nonconforming status under section 17.68.040(F) of the Gig Harbor Municipal Code.

FISCAL CONSIDERATION

None.

**BOARD OR COMMITTEE RECOMMENDATION**

n/a

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to sign the Settlement Agreement with David and Merrilyn Morris and Thomas Morris regarding code enforcement action concerning 2809 Harborview Drive.

## SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into between DAVID R. and MERRILLYN F. MORRIS, husband and wife, and THOMAS G. MORRIS, JR. (collectively referred to herein as "Morris"), and the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (the "City"), collectively referred to as the "parties."

WHEREAS, on January 13, 2010, the City issued a building permit for a remodel with minor additions to an existing single-family dwelling owned by Morris located at 2809 Harborview Drive (the "residence"); and

WHEREAS, the residence was a legal nonconforming structure under the Gig Harbor Municipal Code; and

WHEREAS, on or about March 24, 2010, the City learned the residence had been demolished to the foundation; and

WHEREAS, on March 25, 2010, the City issued a stop work order due to the apparent loss of the structure's legal nonconforming status; and

WHEREAS, on April 1, 2010, the City issued a Notice of Violation and Stop Work Order ("NOV") on the basis that by demolishing the structure the residence had lost its legal nonconforming status under section 17.68.040(F) of the Gig Harbor Municipal Code; and

WHEREAS, Morris appealed the NOV to the hearing examiner, and an appeal hearing was held on May 13, 2010; and

WHEREAS, at the appeal hearing Morris presented additional information relating to the loss value of the residence and its replacement cost; and

WHEREAS, after issuance of the NOV, Morris submitted land use permit applications to allow the reconstruction of the structure and for a proposed access tram on the south side of the residence, identified as City file nos. SDP 10-0003, CUP 10-0001, EXP-10-0008, VAR-10-0002, DRB-10-0022, SEPA 10-0010, FLOOD-10-0003, and HR-10-0001; and

WHEREAS, under the terms of this Agreement the City is willing to accept the new information provided at the hearing in order to reverse its determination that the residence lost its legal nonconforming structure rights;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual understandings of the parties as set forth below, the parties agree and promise as follows:

1. **Withdrawal of Notice of Violation.** The City hereby accepts Morris' opinion of loss value of \$244,500, and replacement cost of \$628,800. Utilizing such information provided by Morris the City acknowledges the residence can retain its legal nonconforming status. As such, the City hereby withdraws its Notice of Violation, Order to Correct and Stop Work Order issued on April 1, 2010.

2. **Withdrawal of Permit Application Requests and Refund of Fees.** Morris submitted a land use permit application identified as EXP-10-0008 (shoreline exemption) in response to the order to correct in the NOV. With reinstatement of legal nonconforming status, a new shoreline exemption permit is no longer necessary. As such, Morris agrees to withdraw the application and the City will refund the filing fee associated with that application within 30 days of execution of this Agreement. Nothing in this section is intended to affect the permits relating to Morris' proposed access tram.

3. **Release by Morris.** Morris hereby releases and forever discharges all demands, claims, damages, liability, cause of action, controversies, disputes, attorneys' fees claims, and lawsuits of any kind or nature whatsoever, which Morris has or may have against the City and all elected and appointed officials, directors, employees, insurers, and agents of the City, whether asserted or unasserted, whether known or unknown, past, present and future, arising out of, resulting from or connected with the City's issuance of the original stop work order and the NOV. The parties have no knowledge of any existing claims against the other party that have not been released under this section. This Agreement is binding on all parties, their heirs, legal representatives and assigns.

4. **No Admission of Fault or Liability.** The parties have not, by entering into this Agreement, made any admissions of liability, responsibility, or fault in this matter and all such liability, responsibility, or fault is hereby expressly denied.

5. **Representations and Warranties.** The parties acknowledge that no other person or entity, nor any agent or attorney of any person or entity, has made any promise, representation or warranty whatsoever, express or implied, not contained in this Agreement concerning the subject matter hereof, to induce the parties to execute this Agreement or otherwise. The parties further acknowledge that they have not executed this Agreement in reliance on any such promise, representation or warranty not contained herein.

6. **Counterpart Originals.** Each signatory to this Agreement may sign a separate original of this Agreement. In such event, the Agreement remains as binding

and enforceable as it would be if all parties signed the Agreement at the same time and place.

7. **Entire Agreement.** This Release and Settlement Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior negotiations or understandings, written or oral.

ENTERED INTO on the last date set forth below.

CITY OF GIG HARBOR

MORRIS

By: \_\_\_\_\_  
Mayor Charles L. Hunter  
Date: \_\_\_\_\_

\_\_\_\_\_  
David R. Morris  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

\_\_\_\_\_  
Merrilyn Morris  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Belbeck

\_\_\_\_\_  
Thomas G. Morris, Jr.  
Date: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that DAVID R. MORRIS is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_  
Notary Public in and for Washington,  
Residing at \_\_\_\_\_

My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that MERRILLYN F. MORRIS is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that THOMAS G. MORRIS, JR., is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

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



**Subject: Boys & Girls Club Agreement**

**Proposed Council Action:**

Authorize the Mayor to sign the attached Agreement with the Boys & Girls Club

**Dept. Origin:** Administration

**Prepared by:** Rob Karlinsey

**For Agenda of:** May 24, 2010

**Exhibits:** Agreement

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:**

**Approved by Finance Director:**

**Approved by Department Head:**

*CLH 5/19/10*  
*POK 5/18/10*  
*VIA EMAIL*  
*OR 5/18*

Expenditure	Amount	Appropriation
Required See fiscal note below.	Budgeted	Required

**INFORMATION / BACKGROUND**

Attached is a proposed agreement with the Boys & Girls Club. Under this proposed agreement, the City would contribute, over two years, \$250,000 toward the operations and maintenance of the Gig Harbor branch of the Boys & Girls Club. In return for the City's financial contribution, the agreement outlines expectations and deliverables of the Boys & Girls Club, including providing senior center space and recreational and educational programming for Gig Harbor youth.

The term of the agreement is for five years, during which time the Boys & Girls Club will be required to perform the scope of youth recreation services outlined in Exhibit A. In addition, the Boys & Girls Club will be required to provide senior center space and space for city meetings for 50 years or the life of the building, whichever is earlier.

**FISCAL CONSIDERATION**

Under the proposed agreement the City will pay the Boys & Girls Club \$100,000 in 2010 and \$150,000 in 2011. The \$100,000 is included in the 2010 adopted budget, and the \$150,000 is assumed in the 5-year financial forecast and will be included in the 2011 proposed budget.

**BOARD OR COMMITTEE RECOMMENDATION**

The proposed agreement was discussed during staff report at the May 10, 2010 City Council meeting.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to sign the attached Agreement with the Boys & Girls Club



**AGREEMENT  
BETWEEN THE CITY OF GIG HARBOR AND  
BOYS & GIRLS CLUBS OF SOUTH PUGET SOUND**

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2010, by and between the City of Gig Harbor, Washington, an optional code municipal corporation organized under the laws of the state of Washington, hereinafter referred to as the “City” and Boys & Girls Clubs of South Puget Sound, a non-profit corporation, organized under the laws of the state of Washington, hereinafter referred to as the “Agency”.

**WHEREAS**, on April 12, 2004, the Gig Harbor City Council passed Resolution 623 supporting the development of a community center that includes facilities for supporting the educational, social and recreational health and welfare of seniors, adults, and youth; and

**WHEREAS**, on January 9, 2009, Pierce County and the Boys & Girls Club of South Puget Sound entered into a lease agreement where Pierce County agreed to lease approximately five acres of land to the Boys & Girls Club for 50 years at \$10 per year in return for constructing and operating a youth facility and a Senior Center; and

**WHEREAS**, the Agency has committed to build a Community Center for Boys and Girls Club as well as Senior Center programs and activities, a project committed to uniting the Gig Harbor community and improving the quality of life of its citizens by providing quality services, education and advocacy for youth and senior citizens; and

**WHEREAS**, the City Council recognizes that the Agency’s vision of the community center is consistent with the ideals of the City;

**NOW THEREFORE**, IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

**TERMS**

1. Purpose of the Agreement. In the execution of this Agreement, the City and Agency seek to:

A. Describe the conditions precedent which must occur in order for the City to provide the monetary support identified herein for operation and maintenance of the Community Center, to be constructed by the Agency, which support would be provided for a period of two years;

B. Clarify that the City’s support (by means of an annual monetary contribution for a period of two years) is temporary, in order to assist the Agency in the initial start-up and development of their facility and programs, and shall not extend beyond this Agreement;

C. Describe the effective and efficient use of the Community Center facilities and grounds for the benefit of Gig Harbor citizens;

D. Describe the programs that will be implemented by the Agency for the benefit of youth, which shall serve as consideration for this Agreement;

E. Identify and describe the space in the Community Center to be used exclusively by the City as a senior center for the lifetime of the Community Center; and describe the process for re-designating use of the space in the event the Agency and the City mutually agree that a senior center is no longer needed at the facility.

F. Describe the procedures under which the Agency shall request monetary contributions from the City, and the manner in which the City shall respond;

G. Describe the procedures to be used by the Agency in order to report the outcomes of the programs and use of the Community Center to the City.

2. General Provisions of the Agreement. The City and the Agency acknowledge that:

A. The facilities and grounds uses and programs authorized and/or funded by this Agreement are municipal, educational and community purposes.

B. The ultimate responsibility for the operations and maintenance of the Community Center will remain with the Agency, and this Agreement is intended to provide a specific amount of funding necessary to cover these costs as they relate to the programs provided to Gig Harbor citizens.

C. This Agreement is not intended to amend any of the existing leases and/or other agreements between the parties or between the parties and any other third parties.

3. Funding by Pierce County. The parties acknowledge that Pierce County has agreed to lease the land for the Community Center to the Boys & Girls Club. The parcel of land for the Community Center is specifically described in Exhibit B of this agreement. The parties agree that if the County fails to either lease the land at any time during this Agreement, this Agreement shall be deemed null and void, and neither party shall have any obligation to perform any of the responsibilities set forth in this Agreement.

4. Scope of Services to be Performed by Agency.



A. Youth and Recreation Programs. The Agency shall operate and make available to City of Gig Harbor enrolled in the youth recreation programs for a period of five years under conditions as described in Exhibit A, attached hereto and incorporated herein by this reference, generally known by the project title of “Youth Recreation Services.” All costs relating to the provision of this program for citizens of Gig Harbor shall be paid by the Agency.

B. Use of Space in Community Center for Senior Center Operated by the Agency/lessee/sublessee/assignee for the Lifetime of the Center. The Agency shall provide at least 1,500 square feet of interior building space in the Community Center at no cost to the City, for the exclusive purpose of a Gig Harbor Senior Center where senior citizens, both city residents and non residents alike, can congregate, attend classes, dine, and otherwise participate in senior recreational programs. The Agency shall allow use of this space for the operation of senior programs for the lifetime of the Community Center or fifty (50) years, whichever is earlier. In the event the Agency and City agree that there is no longer a need for a senior center located at the facility, the Agency and City shall work jointly to re-designate use of the space for community benefit. The City shall not be required to fund or operate senior center programs in this space. Senior citizens shall also have scheduled access to other portions of the Community Center, including but not limited to the common area, meeting rooms, gymnasium(s), computer room(s), and the commercial kitchen. Scheduling of the other portions of the Community Center shall be as set forth in Section 6 herein. The Agency shall grant access to the kitchen, for the preparation and clean-up of five lunchtime meal periods per week (Monday through Friday) for the purpose of the senior meals program. The Agency, or designee, shall pay all of the costs relating to the senior center space for janitorial services, building maintenance, repairs, utilities, taxes, insurance, and capital improvements.

5. Documentation of Costs. The Agency shall maintain records of costs associated with the provision of the services described in Section 4. The Agency shall provide the City with an annual report, which shall document the services provided based on numbers of Gig Harbor citizens and hours of programming provided, etc. The City shall use the Report to determine whether the services and programs are provided by the Agency at the levels guaranteed by the Agency in Exhibit A.

6. Naming of Community Rooms and City Use of Facilities. The parties agree that the City shall name one room in the facility as mutually agreed to by both parties. For the life of the Community Center or for 50 years, whichever is earlier, the Agency shall allow the City to use the Community Center facility for City meetings and functions, at no cost to the City. The parties shall coordinate a procedure for scheduling the Community Center interior and exterior. Such use by the City is subordinate to Agency activities; however, once the City receives written confirmation from the Agency that the City’s use has been placed on the schedule for use of the building, the Agency may not change, delay, or cancel the City’s scheduled use.

7. Identified Community Support. To insure that those people who benefit from the activities and services of the Agency are aware of the City's involvement, the Agency shall include the words "*funded in part by the City of Gig Harbor*", and "~~*Keeping Gig Harbor's Promise*~~" on relevant publications for a period of five years. Such advertisements shall be filed with the City of Gig Harbor City Clerk's Office.

8. City's Contribution. In consideration for the Agency's operation of the Youth Recreation Services for Gig Harbor citizens, as well as providing the senior center space, all as required by this Agreement, the City shall provide the Agency with One Hundred Fifty Thousand Dollars (\$100,000) by June 30, 2010 and One Hundred Thousand Dollars (\$150,000) by June 30, 2011. The City shall not be required to pay any additional funds to the Agency, such as, but not limited to, rent, triple-net (utilities, taxes, insurance, etc.), special assessment or capital improvement expenses, for the space and services provided by the Agency and described in this Agreement.

The Agency shall provide a report to the City on or before January 31 of each year beginning in 2011 and continuing through 2016, demonstrating that for the prior calendar year, the youth recreation services are being provided at the minimum levels of service set forth in Exhibit A.

9. Agency Budget. The Agency shall apply the City funds received under this Agreement solely for the maintenance and operations of the Community Center and the programs described in Exhibit A. The reports provided by the Agency required in Section 9 shall document use of the funds for these purposes. The Agency shall not use City funds for political, religious or other purposes, or any other purposes not described in this Agreement.

10. Duration of Contract. This Contract shall commence on the date it is signed by the duly authorized representatives of both parties, and shall terminate five years thereafter, unless sooner terminated under the provisions herein. Agency obligations described herein that extend for the life of the facility shall survive expiration and termination of this Contract.

11. Independent Contractor. The parties intend that an independent contractor-client relationship will be created by this Agreement. No agent, employee, representative or sub-consultant of the Agency shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Agency is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Agency. The Agency will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other



independent contractors to perform the same or similar work that the Agency performs hereunder.

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

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

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

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

13. Insurance.

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

B. Before execution of this Agreement, and on the anniversary date of the execution of this Agreement, the Agency 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. Products/Completed Operations liability in the amount of \$100,000 per occurrence and \$2,000,000 aggregate, if any food operations, manufacturing or design activities are involved.

C. All policies and coverage's shall be on an occurrence made basis.

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

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

F. Under this agreement, the Agency'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 Agency's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

#### 14. City's Right of Inspection, Agency's Responsibility to Comply with Law.

Even though the Agency is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the performance of services must meet the general approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Agency 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 Agency's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

#### 15. Record Keeping and Reporting.

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

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

16. Termination.

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

B. Except in the situation where this Agreement has been terminated for public convenience, the Agency shall return to the City, within 45 days of the City's request, any payments made by the City for which no services were rendered. The return of funds shall be calculated on a sliding scale based on the amount of time remaining in this contract. For example, if the contract is terminated at the end of the third year of this agreement, the Agency will return 40% of the funds that have been paid by the City.

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

D. The parties agree that termination of this agreement will not release the Agency from its obligation to allow the City to name a room as mutually agreed

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

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



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

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

TO THE AGENCY:  
Attn: Executive Director/COB  
Boys & Girls Club  
1501 Pacific Ave., Ste 301  
Tacoma WA 98402

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

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

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

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

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

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

**CITY OF GIG HARBOR**

**BOYS & GIRLS CLUBS OF**

**SOUTH PUGET SOUND**

\_\_\_\_\_  
Charles L. Hunter, Mayor

\_\_\_\_\_  
Mark Starnes, President/CEO

Attest:

\_\_\_\_\_  
, Board Chairman

\_\_\_\_\_  
Molly Towslee, City Clerk

Approved as to form:

\_\_\_\_\_  
Angela Belbeck, City Attorney

**EXHIBIT A**

**Youth Recreation Services**

The Agency agrees to operate, maintain, and monitor the Youth Recreation Services and make those services available to Gig Harbor youth with the following minimum levels of service:

Provide at least two Educational Enhancement Programs per week. Examples include homework assistance, one-on-one tutoring, computer training, career goal setting, or other courses that improve skills in reading, writing, mathematics, science, or the social sciences.

Provide at least two Health and Life Skills programs per week. Examples include: self esteem building, healthy life style choices, emotional health, decision making, nutrition and other programs which support healthy lifestyles and skills necessary for adult success.

Provide at least two arts programs per week. Examples include photography, fine arts, performing arts, culinary programs music and any other programs which support the creative spirit.

Provide at least two sports and recreation programs per week. Examples include basketball, volleyball, chess, pool, kick ball, board games and other activities that encourage fitness and social recreation.

The Agency will provide annual output reports related to the Youth Recreation Services as previously and specifically articulated in this agreement. These reports will include quarterly program calendars and unduplicated counts of Gig Harbor youth participating in Agency programs during the annual reporting period.

EXHIBIT B

Land to be Leased by Pierce County

Commencing at the Southwest corner of the Southwest Quarter of Section 6, Township 21 North, Range 2 East of the W.M., in Pierce County, Washington; thence South 89°59'30" East along the South line of said subdivision 670.00 feet; thence North 01°49'17" East 1530.77 feet to a point 605.00 feet East of the West line of said subdivision; thence South 89°59'30" East 526.39 feet to the TRUE POINT OF BEGINNING; thence North 04°11'25" East parallel to the West line of said subdivision 733.11 feet to a line 350 feet South of the North line of said subdivision; thence South 89°00'30" East 203.94 feet, more or less, to the Westerly line of the premises conveyed to the State of Washington by Deed recorded under Auditor's No. 2420710, being also the Westerly line of 46th Avenue N.W. or Bujacich Road N.W. (Skanle Street) as conveyed to Pierce County from the State of Washington under Auditor's No. 8106080162, thence Southeasterly along said line to a point 1530 feet north of the South line of said subdivision; thence North 89°59'30" West along said line to the point of beginning.

Being Pierce County Tax Parcel Number 02-21-08-3-045.



**Subject:** Resolution – Authorizing Interlocal Agreement with Pierce County Amending Countywide Planning Policies.

**Dept. Origin:** Planning Department

**Prepared by:** Jennifer Kester  
Senior Planner *JK*

**For Agenda of:** May 24, 2010

**Proposed Council Action:** Adopt Resolution

**Exhibits:** Resolution with Exhibit A – Amendments to the Countywide Planning Policies and Exhibit B - Interlocal agreement

Initial & Date

**Concurred by Mayor:** CLH 5/11/10  
**Approved by City Administrator:** ROK 5/11/10  
**Approved as to form by City Atty:** 0-moul 4/29/10  
**Approved by Finance Director:** N/A  
**Approved by Department Head:** TD 5/11/10

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

Pierce County has requested the City pass a resolution authorizing the Mayor to execute an interlocal agreement adopting affordable housing amendments to the Pierce County Countywide Planning Policies. The Pierce County Regional Council, on which Councilmember Young sits, recommended adoption of the proposed amendments on May 21, 2009.

Amendments to the Pierce County Countywide Planning Policies will be effective once the interlocal agreement is ratified by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population.

The proposed amendments are intended to update the original affordable housing policies adopted in the initial 1992 Countywide Planning Policies. In 2006, the PCRC solicited proposals to formulate countywide affordable housing implementation plan and recommend new countywide affordable housing policies.

In March of 2007, a series of public workshops were conducted over a three-day period, soliciting input for the countywide affordable housing strategy. In June of 2007, a consulting firm, Pacific Municipal Consulting (PMC), provided recommendations for a countywide affordable housing strategy. PMC is the same firm which completed the City's Housing Needs Assessment in January 2009.

The Growth Management Coordinating Committee reviewed PMC's recommendation for amendments to the Countywide Planning Policies and forwarded its recommended modifications to the PCRC. Between 2007 and 2009, the PCRC conducted negotiations in several open public meetings to address substantive policy changes necessary to respond to current issues related to the coordination and consistency with the GMA. The PCRC made its recommendation to amend the Countywide Planning Policies in May of 2009.

The PCRC recommended amendments add very few mandatory provisions for affordable housing. Rather, the amendments provide options and strategies for providing affordable housing and encourage each jurisdiction to adopt plans and policies to meet its affordable housing needs. No specific number of future affordable housing units is allocated to each city. Instead, the amendments require each jurisdiction to adopt a goal to provide 25% of its future growth in affordable housing units. The amendments also provide definitions for affordable housing to be used county-wide.

If the amendments become effective, the city will need to update its Housing Element of the Comprehensive Plan to be consistent with these amendments prior to the next GMA periodic review currently scheduled for 2014.

**FISCAL CONSIDERATION**

None

**RECOMMENDATION / MOTION**

Adopt Resolution \_\_\_\_\_ authorizing Mayor to execute the Interlocal Agreement adopting Affordable Housing Amendments to the Pierce County Countywide Planning Policies.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ACKNOWLEDGING ITS APPROVAL OF AMENDMENTS TO THE AFFORDABLE HOUSING POLICIES IN THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES AS RECOMMENDED BY THE PIERCE COUNTY REGIONAL COUNCIL; AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY AND THE CITIES AND TOWNS OF PIERCE COUNTY, THEREBY AMENDING THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES.**

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WHEREAS, the Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County, and charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies; and

WHEREAS, on January 31, 1995, the Pierce County Council passed Resolution R95-17 affirming the commitment of the County to continue discussions with other local jurisdictions to resolve implementation of the Growth Management Act (GMA); and

WHEREAS, the GMA requires Counties, Cities and Towns to plan for housing affordable to all economic segments of the population; and

WHEREAS, the GMA requires Counties, Cities and Towns to plan for housing affordable to all economic segments of the population; and

WHEREAS, the Pierce County Countywide Planning Policies are written policy statements which are to be used solely for establishing a countywide framework from which the County and Municipal comprehensive plans are developed and adopted; and

WHEREAS, the framework is intended to ensure that the County and Municipal comprehensive plans are consistent; and

WHEREAS, Pierce County initially adopted its initial Countywide Planning Policies on June 30, 1992; and



WHEREAS, affordable housing policies are a component of the initial Pierce County Countywide Planning Policies; and

WHEREAS, in November 2006, the PCRC solicited proposals to formulate countywide affordable housing implementation plan and recommend new countywide affordable housing policies; and

WHEREAS, a series of public workshops were conducted over a three-day period in March 2007, soliciting input for the countywide affordable housing strategy; and

WHEREAS, recommendations for a countywide affordable housing strategy from the consulting firm of Pacific Municipal Consulting (PMC) was published on June 15, 2007; and

WHEREAS, the Growth Management Coordinating Committee reviewed PMC's recommendation and forwarded its recommended modifications to the PCRC; and

WHEREAS, the PCRC conducted negotiations in open public meetings during 2007, 2008, and 2009 to address substantive policy changes necessary to respond to current issues related to the coordination and consistency with the GMA; and

WHEREAS, the PCRC subsequently recommended adoption of the proposed amendments to the Pierce County Countywide Planning Policies on May 21, 2009, which address policy updates; and

WHEREAS, on July 16, 2009 the PCRC approved a technical amendment to its May 21, 2009 recommendation; and

WHEREAS, amendments to the Pierce County Countywide Planning Policies must be adopted through amendment of the original interlocal agreement or by a new interlocal agreement ratified by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population; and

WHEREAS, Pierce County, the lead agency for these amendments, conducted an environmental review of the proposed amendments to the Pierce County Countywide Planning Policies pursuant to RCW 43.21C and a Determination of Nonsignificance was issued on November 16, 2009; and

WHEREAS, an Interlocal Agreement entitled "Amendments to the Pierce County Countywide Planning Policies" was developed for this purpose, and included the recommended amendments to the Pierce County Countywide Planning Policies as an attachment; and

WHEREAS, these revised and additional Countywide Planning Policies should be incorporated into the next amendment of the Pierce County Countywide Planning Policies by Ordinance of the County Council; and

WHEREAS, the City Council finds that it is in the public interest to authorize the Mayor to execute the interlocal agreement, attached hereto as Exhibit "B"; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby acknowledges its approval of the amendments to the Pierce County Countywide Policies recommended by the Pierce County Regional Council, which are attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. The Mayor is hereby authorized to execute the Interlocal Agreement, attached hereto as Exhibit "B" and by this reference incorporated herein, thereby ratifying the attached amendments to the Pierce County Countywide Planning Policies as recommended by the Pierce County Regional Council.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2010.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_

Angela Belbeck, City Attorney

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

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Exhibit A

1  
2  
3  
4 Proposed Amendments to the  
5 **Countywide**  
6 **Planning Policies**  
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8 for Pierce County, Washington  
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1                                   **COUNTYWIDE PLANNING POLICY ON THE "NEED**  
2                                   **FOR AFFORDABLE HOUSING FOR ALL ECONOMIC SEGMENTS**  
3                                   **OF THE POPULATION AND PARAMETERS FOR ITS DISTRIBUTION"**  
4

5     ▪     **Background - Requirement of Growth Management Act**  
6

7     The Washington Growth Management Act identifies as a planning goal to guide the  
8     development and adoption of comprehensive plans and development regulations that counties  
9     and cities encourage the availability of affordable housing to all economic segments of the  
10    population, promote a variety of residential densities and housing types, and encourage  
11    preservation of the existing housing stock. [RCW 36.70A.020(4)] The term "affordable  
12    housing" is not defined, but the context in which it appears suggests that its meaning was  
13    intended to be broadly construed to refer to housing of varying costs, since the reference is to all  
14    economic segments of the community.

15  
16    The Washington Growth Management Act requires the adoption of countywide planning  
17    policies for affordable housing in order to establish a consistent county-wide framework from  
18    which county and city comprehensive plans are developed and adopted. These policies are  
19    required to, at a minimum, "consider the need for affordable housing, such as housing for all  
20    economic segments of the population and parameters for its distribution" [RCW  
21    36.70A.210(3)(e)].  
22

23    The Washington Growth Management Act also identifies mandatory and optional plan  
24    elements. [RCW 36.70A.070 and .080]. A Housing Element is a mandatory plan element that  
25    must, at a minimum, include the following [RCW 36.70A.070(2)]:  
26

- 27       (a) an inventory and analysis of existing and projected housing needs that identifies the  
28       number of housing units necessary to manage projected growth;  
29  
30       (b) a statement of goals, policies and objectives, and mandatory provisions for the  
31       preservation, improvement and development of housing, including single-family  
32       residences;  
33  
34       (c) identification of sufficient land for housing, including, but not limited to, government-  
35       assisted housing, housing for low income families, manufactured housing, multi-family  
36       housing, group homes, and foster care facilities, and senior housing;  
37  
38       (d) adequate provisions for existing and projected housing needs of all economic segments  
39       of the community.  
40

41    Since the Comprehensive Plan of every city and county must be an internally consistent  
42    document [RCW 36.70A.070] and all plan elements must be consistent with the future land use  
43    map prepared as part of the required land use element [RCW 36.70A.070], these other plan  
44    elements will, to a great extent, dictate what will be in the housing element.  
45

46    Thus, the land use element, relying upon estimates of future population, growth, average  
47    numbers of persons per household, and land use densities, will indicate how much (and where)  
48    land needs to be made available to accommodate the identified housing needs. The capital

1 facilities, transportation and utilities elements will then indicate when and how public facilities  
2 will be provided to accommodate the projected housing, by type, density and location.

3  
4 **Countywide Planning Policy**

5  
6 1. The County, and each municipality in the County, shall determine the extent of the need  
7 (*i.e.*, the demand) for housing for all economic segments of the population that are, both  
8 existing and projected for the community its jurisdiction over the planning period.

9  
10 1.1 ~~the projection shall be made in dwelling units, by type, provided, that the projection~~  
11 ~~may be a range and that the types of dwelling units may be in broad categories, such as~~  
12 ~~single family detached, single family attached, duplex, triplex, fourplex, apartments~~  
13 ~~and special housing types;~~

14  
15 1.2 ~~the projection shall be reflective of census or other reliable data indicating the~~  
16 ~~economic segments of the population for whom housing needs to be provided, and~~  
17 ~~shall incorporate the jurisdiction's fair share of the County's housing needs;~~

18  
19 1.3 ~~the projections shall be reflective of the Countywide fair share housing allocation as~~  
20 ~~shall be established pursuant to federal or state law and supplemented by provisions~~  
21 ~~established in intergovernmental agreements between County jurisdictions.~~

22  
23 2. The County and each municipality in the County shall meet their projected demand for  
24 housing by one or more or all of the following:

25  
26 2.1 ~~preservation of the existing housing stock through repair and maintenance,~~  
27 ~~rehabilitation and redevelopment;~~

28  
29 2.2 ~~identification of vacant, infill parcels appropriately zoned for residential development~~  
30 ~~with assurances that neighborhood compatibility and fit will be maintained through~~  
31 ~~appropriate and flexible zoning and related techniques, such as:~~

32  
33 2.2.1 ~~sliding scale buffering and screening requirements based on adjacent use~~  
34 ~~considerations;~~

35 2.2.2 ~~performance standards;~~

36 2.2.3 ~~height and bulk limitations;~~

37 2.2.4 ~~provision of open space;~~

38 2.2.5 ~~front, side and rear yard requirements;~~

39 2.2.6 ~~protection of natural resources and environmentally sensitive lands;~~

40 2.2.7 ~~architectural controls and design standards.~~

41  
42 2.3 ~~identification of other vacant lands suitable for residential development and permitting~~  
43 ~~sufficient land through zoning to meet one or more or all of the following types and~~  
44 ~~densities, of housing:~~

45  
46 2.3.1 ~~multi family housing~~

47 2.3.2 ~~mixed use development~~

48 2.3.3 ~~cluster development~~



2.3.4 — planned unit development

2.3.5 — non-traditional housing

~~2.4 In determining the suitability of the location and identification of sites for affordable housing, the jurisdictions shall consider the availability and proximity of transit facilities, governmental facilities and services and other commercial services necessary to complement the housing.~~

2. The County, and each municipality in the County, should explore and identify opportunities to reutilize and redevelop existing parcels where rehabilitation of the buildings is not cost-effective, provided the same is consistent with the countywide policy on historic, archaeological, and cultural preservation.

~~3. The County, and each municipality in the County shall assess their success in meeting the housing demands and shall monitor the achievement of the housing policies not less than once every five years.~~

3. The County, and each municipality in the County, shall encourage the availability of housing affordable to all economic segments of the population for each jurisdiction.

3.1 For the purpose of the Pierce County Countywide Planning Policies the following definitions shall apply:

3.1.1 “Affordable housing” shall mean the housing affordable to households earning up to 80 percent of the countywide median income.

3.1.2 “Low income households” shall mean households earning 80 percent or less of the countywide median income.

3.1.3 “Moderate income households” shall mean households earning 80 to 120 percent of the countywide median income.

3.1.4 “Special Needs Housing” shall mean supportive housing opportunities for populations with specialized requirements, such as the physically and mentally disabled, the elderly, people with medical conditions, the homeless, victims of domestic violence, foster youth, refugees, and others.

3.2 Affordable housing needs not typically met by the private housing market should be addressed through a more coordinated countywide approach/strategy.

3.2.1 Each jurisdiction may adopt plans and policies for meeting its-affordable and moderate income housing needs in a manner that reflects its unique demographic characteristics, comprehensive plan vision and policies, development and infrastructure capacity, location and proximity to job centers, local workforce, and access to transportation.

3.3 It shall be the goal of each jurisdiction in Pierce County that a minimum of 25% of the growth population allocation is satisfied through affordable housing.



1 ~~4. The County, and each municipality in the County, shall maximize available local, state and~~  
2 ~~federal funding opportunities and private resources in the development of affordable~~  
3 ~~housing.~~

4  
5 4. The County and each municipality in the County should establish a countywide program by  
6 an organization capable of long-term consistent coordination of regional housing planning,  
7 design, development, funding, and housing management. All jurisdictions should be  
8 represented in directing the work program and priorities of the organization.

9  
10 ~~5. The County, and each municipality in the County, shall explore and identify opportunities~~  
11 ~~for non-profit developers to build affordable housing.~~

12  
13 5. Jurisdictions should plan to meet their affordable and moderate-income housing needs  
14 goal by utilizing a range of strategies that will result in the preservation of existing, and  
15 production of new, affordable and moderate-income housing.

16  
17 5.1 Techniques to preserve existing affordable and moderate-income housing stock  
18 may include repair, maintenance, and/or rehabilitation and redevelopment in  
19 order to extend the useful life of existing affordable housing units.

20  
21 5.1.1 Jurisdictions should seek and secure state funds such as the Housing  
22 Trust Fund, and federal subsidy funds such as Community  
23 Development Block Grant, HOME Investment Partnership, and other  
24 sources to implement housing preservation programs.

25  
26 5.2 Jurisdictions should promote the use of reasonable measures and innovative  
27 techniques (e.g. clustering, accessory dwelling units, cottage housing, small lots,  
28 planned urban developments, and mixed use) to stimulate new higher-density  
29 affordable and moderate-income housing stock on residentially-zoned vacant and  
30 underutilized parcels.

31  
32 5.3. To promote affordable housing, jurisdictions should consider the availability and  
33 proximity of public transportation, governmental and commercial services  
34 necessary to support residents' needs.

35  
36 5.4 Jurisdictions should consider providing incentives to developers and builders of  
37 affordable housing for moderate- and low-income households, such as but not  
38 limited to:

39 5.4.1 A menu of alternative development regulations (e.g. higher density,  
40 reduced lot width/area and reduced parking stalls) in exchange for  
41 housing that is ensured to be affordable.

42 5.4.2 A toolkit of financial incentives (e.g. permit and fee waivers or multi-  
43 family tax exemptions) and grant writing assistance, through the  
44 regional housing organization, that may be dependent on the amount of  
45 affordable housing proposed.

46 5.4.3 A toolkit of technical assistance (e.g. mapping, expedited processing  
47 and permit approval) to affordable housing developers that may be  
48 dependent on the amount of affordable housing proposed.



1  
2 5.5 Jurisdictions should consider inclusionary zoning measures as a condition of  
3 major rezones and development.

4  
5 5.5.1 New fully contained communities in unincorporated Pierce County  
6 shall contain a mix of dwelling units to provide for the affordable and  
7 moderate-income housing needs that will be created as a result of the  
8 development.

9  
10 6. The County, and each municipality in the County, should cooperatively maximize available  
11 local, state, and federal funding opportunities and private resources in the development of  
12 affordable housing for households.

13  
14 6.1 All jurisdictions should jointly explore opportunities to develop a countywide  
15 funding mechanism and the potential for both voter approved measures (bond or  
16 levy), and nonvoter approved sources of revenue to support the development of  
17 affordable housing.

18  
19 6.2 All jurisdictions should pursue state legislative changes to give local jurisdictions  
20 the authority to provide tax relief to developers of affordable housing.

21  
22 6.3 All jurisdictions should explore opportunities to dedicate revenues from sales of  
23 publicly owned properties, including tax title sales, to affordable housing  
24 projects.

25  
26 6.4 All jurisdictions should explore the feasibility of additional resources to facilitate  
27 the development of affordable housing such as a new countywide organization  
28 (based on inter-local agreements), expansion of existing non-profit partnerships,  
29 increased coordination with local public housing authorities, a county-wide land  
30 trust, as well as future involvement of larger County employers, in the provision  
31 of housing assistance for their workers.

32  
33 ~~6.7. The County, and each municipality in the County, should explore and identify~~  
34 ~~opportunities to reutilize and redevelop existing parcels where rehabilitation of the~~  
35 ~~buildings is not cost effective, provided the same is consistent with the Countywide policy~~  
36 ~~on historic, archaeological and cultural preservation to reduce land costs for non-profit and~~  
37 ~~for-profit developers to build affordable housing.~~

38  
39 7.1 Jurisdictions should explore options to dedicate or make available below market-  
40 rate surplus land for affordable housing projects.

41  
42 7.2 All jurisdictions should explore and identify opportunities to assemble, reutilize,  
43 and redevelop existing parcels.

44  
45 ~~7. New fully contained communities shall comply with the requirements set forth in the~~  
46 ~~Growth Management Act and shall contain a mix in the range of dwelling units to~~  
47 ~~provide their "fair share" of the Countywide housing need for all segments of the~~  
48 ~~population that are projected for the County over the planning period.~~

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- 8. The County, and each municipality in the County, shall periodically monitor and assess their success in meeting the housing needs to accommodate their 20-year population allocation.
- 8.1 Jurisdictions should utilize the available data and analyses provided by federal, state, and local sources to monitor their progress in meeting housing demand as part of the required Growth Management Act comprehensive plan update process.
- 8.2 Countywide housing allocations shall be periodically monitored and evaluated to determine if countywide needs are being adequately met; the evaluation should identify all regulatory and financial measures taken to address the allocation need.
- 8.3 Each jurisdiction should provide, if available, the quantity of affordable housing units created, preserved, or rehabilitated since the previous required update.
- 8.4 Jurisdictions should consider using a consistent reporting template for their evaluations to facilitate the countywide monitoring and assessment.
- 8.5 In conjunction with the Growth Management Act Update schedule, a report should be forwarded to the Pierce County Regional Council addressing the progress in developing new affordable housing.



Exhibit B

**INTERLOCAL AGREEMENT**

**AMENDMENTS TO THE PIERCE COUNTY  
COUNTYWIDE PLANNING POLICIES**

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

**BACKGROUND:**

- A. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County. The organization is charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
- B. The Pierce County Countywide Planning Policies provide for amendments to be adopted through amendment of the original interlocal agreement or by a new interlocal agreement. The Pierce County Countywide Planning Policies may be amended upon the adoption of amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County (13 of 20) representing 75 percent of the total Pierce County population as designated by the State Office of Financial Management at the time of the proposed ratification.
- C. Substantive policy amendments are based on a comprehensive review and update to the Affordable Housing Countywide Planning Policies by the Pierce County Regional Council.
- D. The Pierce County Regional Council conducted discussions in open public meetings in 2007, 2008, and 2009, to address the amendments. The Pierce County Regional Council subsequently recommended adoption of the proposed amendments on May 21, 2009, related to affordable housing.

1 | **PURPOSE:**

2 |  
3 | This agreement is entered into by the cities and towns of Pierce County and Pierce County for  
4 | the purpose of ratifying and approving the attached amendments to the Pierce County  
5 | Countywide Planning Policies (Attachment).

6 |  
7 | **DURATION:**

8 |  
9 | This agreement shall become effective upon execution by 60 percent of the jurisdictions in  
10 | Pierce County, representing 75 percent of the total Pierce County population as designated by the  
11 | State Office of Financial Management at the time of the proposed ratification. This agreement  
12 | will remain in effect until subsequently amended or repealed as provided by the Pierce County  
13 | Countywide Planning Policies.

14 |  
15 | **SEVERABILITY:**

16 |  
17 | If any of the provisions of this agreement are held illegal, invalid or unenforceable, the  
18 | remaining provisions shall remain in full force and effect.

19 |  
20 | **FILING:**

21 |  
22 | A copy of this agreement shall be filed with the Secretary of State, Washington Department of  
23 | Community, Trade and Economic Development, the Pierce County Auditor and each city and  
24 | town clerk.

25 |  
26 | **IN WITNESS WHEREOF**, this agreement has been executed by each member  
27 | jurisdiction as evidenced by the signature page affixed to this agreement.

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**INTERLOCAL AGREEMENT**  
**AMENDMENTS TO THE PIERCE COUNTY**  
**COUNTYWIDE PLANNING POLICIES**

Signature Page

The legislative body of the undersigned jurisdiction has authorized execution of the Interlocal Agreement, Amendments to the Pierce County Countywide Planning Policies.

IN WITNESS WHEREOF

This agreement has been executed \_\_\_\_\_  
(Name of City/Town/County)

BY: \_\_\_\_\_  
(Mayor/Executive)

DATE: \_\_\_\_\_

Approved:

BY: \_\_\_\_\_  
(Director/Manager/Chair of the Council)

Approved as to Form:

BY: \_\_\_\_\_  
(City Attorney/Prosecutor)

Approved:

By: \_\_\_\_\_  
(Pierce County Executive)





**Subject: Police Guild Collective Bargaining Agreement**

**Proposed Council Action:**

**Authorize the Mayor to Sign the attached collective bargaining agreement.**

**Dept. Origin:** Administration

**Prepared by:** See attached

**For Agenda of:** May 24, 2010

**Exhibits:** CBA

Initial & Date

**Concurred by Mayor:**

*cut 5/20/10*

**Approved by City Administrator:**

*PK 5/20*

**Approved as to form by City Atty:**

*see attached*

**Approved by Finance Director:**

*OP 5/20*

**Approved by Department Head:**

\_\_\_\_\_

Expenditure	Amount	Appropriation
Required	Budgeted	Required
See attached		

**INFORMATION / BACKGROUND**

The proposed collective bargaining agreement between the City and the Police Guild would be for three years: 2010-2012. See attached memorandum from the City Attorney's Office.

**FISCAL CONSIDERATION**

See attached.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to: Authorize the Mayor to Sign the attached collective bargaining agreement.**



**MEMORANDUM**

**Via E-mail: Molly Towslee and Rob Karlinsky**

DATE: May 20, 2010

TO: Gig Harbor City Council,  
City of Gig Harbor

FROM: W. Scott Snyder, Office of the City Attorney

RE: Tentative Draft Collective Bargaining Agreement  
Gig Harbor Police Officers Guild

---

The tentative Collective Bargaining Agreement is presented to you with my recommendation for approval as your chief negotiator. The Agreement is within the negotiating parameters set by the Council. In economic terms, it provides for zero percent wage increases for 2010 and 2011, a CPI increase of 100% within a zero to 5.5 percent min/max in 2012. The Guild members will receive premium payments Plan A insurance benefits for 2010 and 2011 and move to the PPO Plan in 2012. The employees will pay five percent of the premiums for dependent coverage for the second dependent and up. The five percent premium payment and the agreement of the City to pay five percent as a detective incentive pay are not retroactive and will commence following the execution of the agreement. The other economic terms are in line with the City Council's prior direction.

I look forward to answering any questions that you may have in executive session Monday.

WSS/gjz

**AGREEMENT**  
**By and Between**

**City of Gig Harbor**  
**and**  
**Gig Harbor Police Officer's Guild**  
**January 1, ~~2007~~ 2010**  
**through December 31, ~~2009~~ 2012**

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**AGREEMENT  
By and Between**

**City of Gig Harbor  
and  
Gig Harbor Police Officer's Guild  
January 1, ~~2010~~ 2007 through December 31, ~~2012~~ 2009**

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer," and the Gig Harbor Police Officer's Guild, hereinafter referred to as the "Guild." The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article I herein.

This agreement contains all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department in accordance with its responsibilities and the powers and authority, which the Employer possesses, are exclusively that of the Employer unless expressly limited by this Agreement.

**ARTICLE 1 - RECOGNITION**

The Employer recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the state of Washington, Public Employees Relations Commission in Case No. 06055-E-85-01085, issued January 6, 1986. This Agreement shall include those employees working full time as fully commissioned uniformed personnel for the Employer, but shall not include the Police Chief, Police Lieutenant, and Police Services Specialist.



**ARTICLE 2 - MEMBERSHIP**

**2.1** All employees covered by this Agreement shall become members of the Guild within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later and shall remain members of the Guild in good standing as a condition of continued employment or, in lieu thereof, shall pay each month a fair share of the costs of collective bargaining to the extent allowed by law, PROVIDED, however, that an employee who objects to joining the Guild based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular Guild dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by employee and the Guild. For the purposes of this Section, membership in the Guild shall be deemed to have been maintained if the employee has not failed to tender their normal monthly dues and/or initiation fee, or in lieu thereof, the fair share costs of collective bargaining or an equivalent amount to a charitable organization.

**2.2** The Employer agrees to deduct initiation fees and monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

**2.3** The Employer shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, starting pay step, and classification of the new employee.

**ARTICLE 3 - NONDISCRIMINATION**

**3.1** The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

**3.2** No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Guild, or activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations.

## ARTICLE 4 - HOURS OF WORK AND OVERTIME

**4.1** The current normal work week consists of four (4) consecutive ten (10) hour days with three (3) consecutive days off. The City retains the right to adjust this schedule during an emergency or when in its discretion another schedule or schedules are required to provide orderly and efficient service. Non-emergency changes in the schedule or the work week set forth in Paragraph 4.1.1 shall be preceded by a minimum of thirty (30) day written notice to the Guild. Upon the Guild's request, the City will bargain with respect to the impacts of a schedule change and any other matter for which bargaining is by law required. Schedule changes or special work schedules for individuals may be carried out upon the mutual agreement of the City and the Guild; PROVIDED, HOWEVER, that nothing herein shall be interpreted to prohibit the employer from adjusting work schedules as required by law, including but not limited to meet the requirements of the WLAD, ADA and FMLA.

**4.1.1 Hours of Work.** Except for the provisions in this agreement to the contrary, the regular hours of each workday shall be consecutive. The Guild may agree to split shifts, thus dividing the shift into two (2) parts equal to the normal number of hours worked in a regular work day.

**4.1.2 Work Period.** The work period shall consist of a seven (7) consecutive day cycle which commenced on January 1, 2007 and repeating each consecutive seven (7) day period. Except as provided by this agreement, any Guild member who works in excess of forty (40) hours within that designated work period shall be compensated at one and one-half (1 ½) times the regular normal rate of pay for those hours exceeding forty (40). The seven (7) day periods shall be defined as 0600 hours on Monday of each week to 0559 hours the following Monday.

**4.1.3 Monthly Work Schedules.** A tentative monthly work schedule shall be posted at least seven (7) calendar days in advance of the beginning of the work period. Any effected employee must be notified at least twenty-four (24) hours in advance as long as the assigned vehicle program is in operation, otherwise the employee shall be notified ten (10) days in advance of schedule changes made after the establishment of a schedule, except in the case of an emergency or operational needs of the department. An emergency shall be defined as "a spontaneous or unplanned occurrence that could present a significant public hazard requiring additional staffing." If an employee is directed by a supervisor to work any hours other than those posted and the directive is given less than twenty four (24) hours in advance, those hours worked shall be compensated at one and-one half (1-1/2) times the employee's ~~regular straight time~~ regular rate of pay. An employee may voluntarily consent to the waiver of the twenty four (24) hours notice requirement. Examples of non-emergencies are scheduled occurrences such as training, court appearances and scheduled vacations.

**4.1.4 Shift Trades.** Subject to approval by the Sergeant, Lieutenant, or Police Chief, employees may voluntarily trade shifts. The employer will not incur any overtime liability as a result of a shift trade.

**4.1.5 Day Off Trade.** Subject to approval by the Sergeant, Lieutenant, or Police Chief, employees may voluntarily trade days off. The employer will not incur any overtime liability as a result of such trades.

**4.1.6 Callout.** A reserve officer shall not be used to supplant Guild scheduled work or departmental overtime opportunities, unless the work is first offered to at least two (2) Guild members.

**4.2** Overtime as used in this Agreement shall mean that time an employee works in excess of the Employee's regularly scheduled shift or forty (40) hours in a work period. Compensation for overtime shall be as provided in section 4.2.2, set forth in subsections b, c, or d of this article. The use of vacation, holiday, sick leave and compensatory time shall, for the purposes of overtime calculation, constitute hours worked.

**4.2.1** All overtime must be authorized in advance by the City Administrator, Chief of Police, or, as standard operating procedures dictate, except in cases of emergency.

**4.2.2** Overtime shall be compensated at the rate of one and-one half (1-1/2) times the ~~regular straight-time~~ regular rate of pay. The Employer and the Guild agree that for the purpose of overtime compensation the regular rate of pay straight-time pay includes holiday, shift differential, college, detective incentive pay and on-call pay. This over time pay has been negotiated pursuant to the provisions of 29 CFR section 548.1 and 29 USC section 207(g)(3). 'Regular rate of pay' shall mean the regular rate of pay as determined in accordance with the Fair Labor Standards Act.

Call-outs, court appearances (relating to or arising out of the performance of police duties), and training meetings which are outside the employee's normal work day shall be compensated at one and-one half (1-1/2) times the employee's ~~straight-time base hourly~~ regular rate of pay and for a minimum of three (3) hours, unless a call-out, court appearance (relating to or arising out of the performance of police duties), or training meeting is within three (3) hours of the start of a Guild member's shift, in which case the member will be compensated only for those hours worked. Also, if a call-out, court appearance, or training meeting concludes within three (3) hours after the end of a Guild member's shift, then the member will be compensated only for those hours worked. If a court appearance outside of the normal work shift to which an employee has been subpoenaed for is cancelled by notice to the employee after 3:00 PM the day before the court appearance, the employee shall be compensated for three (3) hours at the overtime rate.

The Employer shall have the discretion to grant compensatory time off equivalent to one and one-half (1-1/2) times the actual overtime hours worked in lieu of paid overtime. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Employees may accrue a maximum of eighty (80) hours compensatory time hours to be used at a time mutually agreeable to Employer and the Employee. If an employee exceeds the maximum numbers of compensatory time hours of eighty (80) then additional hours accrued shall be converted to cash and deposited in the employee's VEBA account unless the employee elects cash payment.

**4.3** For purposes of this Article, an employee will be deemed to have been "notified" of schedule changes or "offered" work if he/she has been called at the pager or phone number provided to the department. Speaking to the employee in person is not required, but a message must be left. An employee may leave up to two (2) phone or pager numbers where he/she can be

reached. An employee who fails to respond to an offer of work within two (2) hours shall be deemed to have refused the work offer.

## ARTICLE 5 - WAGE RATES

**5.1** The salary schedule is effective January 1, ~~2010~~2007 through December 31, ~~2011~~2009. The salary schedule as of December 31, 2009 shall be maintained and is attached as "Attachment A." The Guild shall forego a cost of living adjustment to the wage scale for 2010 and 2011 in consideration of the retention of AWC Plan A for those years as provided in Article 8, section 8.1.

**5.2** Effective January 1, 2012, members of the Guild shall receive a cost of living wage increase based on the annual increase of the June 2010 to June 2011 Seattle-Tacoma-Bremerton CPI-W with a minimum of 0% and maximum of 5.5%.

~~**5.2** — Effective and retroactive to January 1, 2007, members of the Guild, shall receive a cost of living wage increase based on 100% of the annual increase of the June 2005 to June 2006 (4.6%) Seattle-Tacoma-Bremerton CPI-W.~~

~~Effective January 1, 2008, members of the Guild shall receive a cost off living wage increase based on 100% of the annual increase of the June 2006 to June 2007 Seattle-Tacoma-Bremerton CPI-W.~~

~~Effective January 1, 2009, members of the Guild shall receive a cost of living wage increase based on 100% of the June 2007 to June 2008 Seattle-Tacoma-Bremerton CPI-W.~~

**5.3** Movement within each salary range shall be governed by the City's Performance Pay System and shall be as described in attachment B to this contract.

**5.4** Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

**5.5** When an officer is appointed to the position of acting sergeant for a period of not less than five (5) calendar days, he/she shall be compensated at the rate of five percent (5%) above the current salary for that period of time.

**5.6** Employees shall bid for shifts by seniority prior to the beginning of the calendar year. When an employee is assigned one of the shifts listed below, the employee is entitled to receive a shift differential for the entire ten (10) hour shift for the entire calendar year unless the employee voluntarily changes to a shift that does not pay shift differential pay or the employee is removed from the shift as a form of progressive discipline. The shift differential shall equal five percent (5%) of the employee's base salary as defined on Attachment A to this agreement. The following shifts (shown by the start and end times in military time notation) are subject to the shift differential: 1400 to 2400; 1600 to 0200; 1800 to 0400; 2000 to 0600; and 2200 to 0800.) Nothing herein shall be interpreted to prohibit the establishment of additional shifts by the mutual agreement of the parties and any new shift whose hours fall within the period from 1400 to 0800. For an employee to receive a shift differential premium, seventy-five percent (75%) of the employee's scheduled shifts must be shifts that are entitled to shift differential. The hours of work schedule can be modified by mutual agreement of the Guild and the Police Chief.



**ARTICLE 6 - VACATIONS**

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Earned working Months of Service	Hours per Month	Working Days Per Year Max.
0-12	6.67	10
13-24	7.33	11
25-36	8.33	12.5

After each succeeding year of service, .67 additional hours of vacation hours per month (eight (8) additional hours per year) shall be accumulated up to a maximum of two hundred forty (240) hours per year. Upon termination or retirement an employee can choose to receive accrued vacation in cash or have the cash value of the leave deposited into an employee's VEBA account.

## ARTICLE 7 - HOLIDAYS

An employee shall be compensated for the twelve (12) holidays recognized by the Employer and as provided in RCW 1.16.050 as set forth in subsections 7.1 and 7.2.

7.1 Each employee shall receive two (2) paid holidays commonly referred to as "floating holidays" (City personnel rules). These shall be mandatory time off and shall be paid at the regular rate of pay, at ten (10) hours per holiday or such other hours as reflect the employee's regularly scheduled shift. The scheduling of these shifts shall be by mutual agreement between the Employer and the Employee.

7.2 In lieu of the other ten (10) holidays, employees ~~shall~~ may choose to be paid an additional 8.33 hours pay per month based on the current full time base rate of pay for the position classification. Such pay shall be equivalent to one hundred (100) hours of pay on an annualized basis. In lieu of receipt of pay, employees can choose to have an equivalent number of hours placed in their sick leave, or vacation banks or VEBA account, provided however, that no more than 50 hours per year may be placed in the vacation bank. An election to place leave in the vacation bank, or to alter an election, may be made twice a year, January 1<sup>st</sup> of July 1<sup>st</sup>, for the following six (6) month period.

~~7.2 In lieu of the other ten (10) holidays, employees shall be paid an additional 8.33 hours pay per month based on the current full time base rate of pay for the position classification held by the employee, which is equivalent to one hundred (100) hours of pay on an annualized basis.~~

## ARTICLE 8- BENEFITS

**8.1** The Employer shall pay one hundred percent (100%) of the monthly premium for the following benefit plans for the Guild employee and first eligible dependents and ninety-five percent (95%) of the monthly premium for the second dependent and up starting with the first insurance premium invoiced received following the execution of this agreement. The employer is authorized to deduct the five percent (5%) premium from the affected employee's paycheck, to be held in trust in accordance with RCW 49.52.010:

:

- 1) Medical                                    2010 - 2011 AWC Trust (Plan A – Regence Blue Shield).  
2012 – AWC PPO Medical Plan.
- 2) Dental                                    AWC Trust (Plan A - Washington Dental Service, with orthodontia coverage). If the Guild opts for another plan then the increased cost will be deducted from the City's VEBA contribution to the members VEBA accounts.
- 3) Vision                                    AWC Trust (Western Vision Service Plan).
- 4) Employee Assistance Program                                    AWC Trust
- 5) Physicals and Immunizations – The City will contribute \$400 per year to the employee's VEBA account for the employee to use to obtain a physical and/or immunizations if the employee so chooses. The results of any physical exam will be confidential between employee and physician. If the Guild opts for a dental plan other than the dental plan provided by the City to other City employees then the City will deduct the increased cost of the alternative plan from the \$400 VEBA contribution from the City. "Increased cost" shall mean the additional cost of the alternative plan over the cost of the dental plan provided to other City employees.

An employee may elect to opt out of health insurance coverage for the employee, spouse, and/or dependent(s). This decision shall be made in conjunction with the annual enrollment period. If an employee opts out of coverage for a spouse and/or dependent(s), the City will deposit an amount equal to fifty percent (50%) of the monthly premium saved to the employee's VEBA account. An election to opt out shall be made annually. In the event that the terms of the health insurance policy limit the number or percentage of employees who may opt out, the employer shall accept elections to opt out on a first come/first served basis.

**8.2** Education reimbursement. Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a

maximum rate of one hundred sixty (\$160.00) dollars per credit hour for undergraduate courses and two hundred fifty (\$250.00) dollars per credit hour for graduate courses. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the Chief.

**8.3** Long Term Disability Insurance. For all LEOFF II Guild members, upon ratification of this Agreement, the City will dis-enroll the members from the City-sponsored long term disability plan. The amount of premium the City pays for each member will be paid directly to the Cigna Insurance through the Trustee Plan Services Corporation, through a post tax payroll deduction. At any time should the premium the city pays for other employees into the City-sponsored LTD plan increase, the Guild members shall immediately receive the increased amount. If the Cigna Plan becomes unavailable then employees shall revert back the City disability plan.

**8.4** Voluntary Employees' Beneficiary Association (VEBA). Effective January 1, 2007, the City will establish a medical savings account, Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's Health Insurance Plans as described in subsection 1 of this Article. The employee shall make monthly contributions equal to one percent (1%) of the employee's base salary to said account as voted upon on an annual basis by the Guild in accordance with plan rules.

## ARTICLE 9 - SICK LEAVE

9.1 Full-time employees hired after October 1, 1977, shall accrue sick leave at the rate of eight (8) hours per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury or disability or as provided by State or Federal law. Abuse of sick leave shall be grounds for suspension or dismissal.

9.2 A verifying statement from the employee's physician may be requested by the Employer, at its option, whenever an employee claims sick leave for three (3) days ~~one (1) day~~ or longer. If absence extends beyond four (4) days, certification of such absence must be supported by a certificate from the employee's physician, if requested by the Chief of Police.

9.3 An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one (1) annual day off or one (1) day's pay for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility for the bonus day(s) within three weeks of the end of the period in which the six month period ends.

9.4 Upon separation of employment due to disability, or death, an employee. The employee's attorney in fact or personal representative may elect to receive 100% of accrued sick leave in cash or have the cash value of the leave deposited in the employee's VEBA account. Upon separation due to a LEOFF retirement or layoff, and in addition to the payout provided by the City's Personnel Policies, the employee may elect to receive 100% of the first 240 hours of sick leave in cash or have the cash value of the leave deposited in the employee's VEBA account and twenty-five percent (25%) of the remaining sick leave balance, if any in cash or in the employee's VEBA account. No additional payout over that generally provided for City employees under the Personnel Policies shall be available to an employee who voluntarily resigns, is terminated for cause, or who resigns in lieu of termination.

9.5 Effective on the date of execution of this Agreement, employees' sick leave banks shall be capped at one thousand (1,000) hours. Any employee with a leave bank in excess of one thousand (1,000) hours shall be grandfathered at the former cap of one thousand four hundred forty hours (1,440) hours established by the Personnel Policies until the employee retires or separates from employment for any reason. If a grandfathered employee's sick leave bank falls below one thousand (1,000) hours, the employee shall be governed by the one thousand (1,000) hour cap from that date forward.

**ARTICLE 10 - RETIREMENT AND DISABILITY PLAN**

The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

An employee who applies for worker's compensation benefits may use accrued sick, vacation and/or compensatory time to maintain salary pending receipt of worker's compensation benefits. An employee who has utilized leave for this purpose shall pay over time loss compensation to the City promptly upon receipt from L&I. To the extent that vacation, sick leave or compensatory time was utilized, the employee's leave banks shall be restored upon receipt of the payments.



**ARTICLE 11 - COLLEGE PREMIUM PAY**

An employee who holds a college degree from an accredited college or university shall receive a premium pay equal to two percent (2%) of his/her base salary for an associate degree, and three percent (3%) of his/her base salary for a bachelor degree. Premium pay will not be included as part of an employee's base salary.

**ARTICLE 12 – STAND-BY PAY**

If an employee is directed to "stand-by" for duty he shall receive fifty dollars (\$50.00) for the month in which the "stand-by" assignment was made. The compensation of fifty dollars (\$50.00) a month is a fixed rate regardless of the number of stand-by hours the employee is available to work within the month. An employee shall not be directed to work more than thirty (30) hours of standby duty within any month unless the Chief of Police declares it necessary for the public's safety. When an employee works in excess of thirty (30) hours stand-by duty within a month, he/she shall receive an additional fifty dollars (\$50.00) for that month. The method of scheduling personnel and the determination of period for stand-by assignments shall be directed by the Chief of Police. Stand-by is defined as the employee being available to respond to any call for City service during those hours and in such a manner as designated by the Police Chief.

**ARTICLE 13 - FIELD TRAINING OFFICER, AND POLICE TRAINING OFFICER PAY,  
AND DETECTIVE PAY**

**13.1 Field Training Officer and Police Training Officer.** At any time an employee is assigned to the position of Field Training Officer or Police Training Officer and is actively serving in a training capacity, he/she shall be compensated at a rate of pay three percent (3%) above the current salary during that time period. A member will be determined to be actively serving in a training capacity only when he/she is actively training a Phase 2 employee or Reserve Officer. Field Training Officer or Police Training Officer shall be paid for each hour or part of an hour in excess of 15 minutes in which the Guild member is actively serving in a training capacity.

**13.2 Detective Incentive Pay.** Effective upon execution of this agreement and in lieu of payments previously made under Article 12, Detective Incentive pay is established as provided below. At any time an employee is assigned to the position of Detective and is actively serving in that capacity, he/she shall be compensated at a rate of five percent (5%) above the current salary range. The incentive pay shall be applicable only to a regular assignment of eight (8) or more hours.

## ARTICLE 14 – SENIORITY

**14.1 Definitions.** Seniority shall be defined as the length of continuous service with the Employer including the employee's probationary period. Any bargaining unit employee promoted to a position outside of the bargaining unit shall not continue to accrue seniority for purposes of this Article. Approved leaves of absence will not interrupt continuous service for purposes of seniority. Periods of layoff will not count toward the computation of continuous service.

**14.2 Seniority List.** The Employer shall establish and provide to the Guild a seniority list which shall be brought up to date on an annual basis. The order of seniority shall be based on the hire or rehire date of employment, whichever is later. The Guild will have thirty (30) calendar days following receipt of the annual seniority list to protest the placement of any employee on the list. The term "rehire" for purposes of this Article means the rehire of an employee after separation from employment for any reason other than layoff or disability and the recall of any laid off or disabled employee at any time after the applicable period of recall set forth in Section 5 below.

**14.3 Vacancies and Promotions.** Seniority shall be given consideration along with the requirements of the Employer in filling job vacancies and promotions. Seniority shall apply when qualifications are equal and after any veteran's preference has been applied.

**14.3.1 Shift Bidding.** Guild members shall bid for shifts by seniority on an annual basis. In the event of a shift opening due to hiring, firing, promotion, or discipline, or for any other reason, the opening will be filled by seniority based shift bidding on a case-by-case basis.

**14.4 Layoffs.** When the Employer decides to eliminate a job position or positions in a classification, the layoff of employees in the affected job position(2) shall be determined strictly by the order of the seniority list by classification with the employee with the least seniority affected first. Employees who have previously held other classifications shall have the right to return to such classification if their seniority is greater than the other employees in such classification. Employees shall not accrue seniority while on layoff; seniority lists shall be adjusted accordingly.

**14.5 Recall Rights.** Laid off employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs. A laid-off employee who is not recalled within three (3) years shall lose recall rights.

**14.6 Disability. Return and Accommodation.** A disabled employee shall have the right to return to his or her prior position in accordance with the provisions of state or federal law.

**14.6.1** In the event that a newly created or funded position becomes available and the position is sought by an individual on a layoff list and a disabled former employee, the individual with the most seniority shall be given preference in the hiring process.

**14.6.2** In the event that a court of competent jurisdiction holds that seniority rights do not prevail over statutory disability rights, Paragraph 14.6.1 shall be void.

**14.7 Loss of Seniority.** An employee shall lose seniority and the right to return to work subject to the grievance procedure, for any of the following reasons:

**14.7.1** Voluntary resignation;

**14.7.2** Discharge for just cause;

**14.7.3** Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless mutually extended by the Employer and the Employee;

**14.7.4** Exceeding a leave of absence (unless excused in writing);

**14.7.5** Giving a false reason for obtaining a leave of absence;

**14.7.6** Accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Guild;

**14.7.7** Exceeding laid off employee's recall rights.

**14.8 Rehire.** An individual who seeks to be rehired from a lay off or disability rehire list, shall meet all minimum qualifications for the position. An employee who has been terminated for three (3) or more months, shall successfully complete a background check, polygraph, psychological evaluation and any and all other processes and criteria applied to a new hire. "Successfully complete" means to meet those standards normally applied by the Chief of Police when exercising discretion to hire under the Civil Service rules of the City.

**ARTICLE 15 - RIGHT OF ACCESS - GUILD REPRESENTATIVE**

**15.1** Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to the time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

**15.2** The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch period and before and after shift). However, Guild representatives will be allowed to attend contract negotiations and other meetings between the Guild and the City (e.g., grievance hearings, labor/management meetings) during working hours subject to the emergent needs of the department.



## ARTICLE 16 - EMPLOYEE RIGHTS

**16.1** Discipline and discharge shall be only for just cause.

**16.2** Just Cause. Disciplinary action shall be imposed upon an employee only for just cause.

**16.2.1** Disciplinary actions. Disciplinary action shall include only the following:

- i. Written Reprimand
- ii. Suspension
- iii. Demotion
- iv. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

**16.3** GUILD AND EMPLOYEE RIGHTS. The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand or written reprimand, and except for employees serving an initial probationary period, or any extension of an initial probationary period. The suspect employee shall be entitled to Guild representation and/or legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee. All written reprimands will be removed from an employee's personnel file two(2) years after the date of the reprimand if the employee has not been subject to any additional discipline within the two (2) years. Records of the discipline may be retained in supervisory files or medical files to confirm the fact of disciplinary action with regard to issues such as reasonable accommodation of a disability or as a step in the process of progressive discipline. A summary of all sustained Internal Investigation files will be retained in accordance with the Washington State Archivists retention schedule.

**16.4** Notice and Opportunity to Respond. Upon reaching the conclusion that just cause exists to discipline an employee with a suspension without pay, demotion or discharge, the Chief of Police or designee shall provide the employee and the Guild with the following prior to the administration of discipline:

- a. An opportunity to view and/or copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- c. What disciplinary action is being considered.

**16.5** Employee's Response. The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) verbally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the Employer in Section 16.4 above and to do so prior to the Pre-Disciplinary meeting, provided the Guild may request a

reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or designee.

**16.6 Pre-Disciplinary Meeting.** An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

**16.7 Employer's Decision.** Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

**16.8 INVESTIGATIVE INTERVIEWS/INTERNAL AFFAIRS INVESTIGATIONS.** The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion or discharge for that employee, shall be conducted under the following conditions and procedures:

a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.

b. The requirements of Section 16.8.a of this Section 16.8 shall not apply if the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law.

c. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

e. The City may schedule the interview outside of the employee's regular working hours, however, in that event the appropriate overtime rate of payment shall be made to the

employee. An employee on administrative leave with pay may be questioned between 8:00 AM and 5:00 PM, Monday through Friday, at the regular rate of pay.

f. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

g. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.

h. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.

j. If any party records an interview, a copy of the complete tape shall be provided to the other party.

k. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

l. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

m. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

16.9 When the City receives a request for public records under the Public Records Act, Chapter 42.56 RCW that relates to a Guild member or members, the City will provide timely notice of the request to each affected member and to the first available Guild member if the affected member or a Guild representative is not available. "Timely notice" shall mean personal notification (telephone call, voicemail, or electronic mail) to the member within 48 hours of the date of the request or five days prior to the scheduled date of release, whichever occurs first. A copy of the City's response to the requester shall be provided to the member and the Guild Representative.

**ARTICLE 17 – MANAGEMENT RIGHTS**

**17.1** The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authorities which the Employer possesses, except as specifically limited by this agreement or by State law.

**17.2** The Employer has the authority to adopt rules for the operation of the Department and conduct of its Employees provided the adoption of any rule complies with Washington State law regarding changes in working conditions and other mandatory subjects of bargaining.

**17.3** The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.

**17.4** Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended all such duties shall be performed by the Employee.

**17.5** The Employer reserves the right to discipline, demote, or discharge for just cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer.

**17.6** The Employer shall have the right to assign work and to determine the duties of Employees; to schedule hours of work; to determine the number of personnel to be assigned at any time and to direct and perform all other functions not limited by this agreement.

**ARTICLE 18 - NO STRIKES**

**18.1** It is recognized that the Employer is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Guild. Neither the Guild nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever for any cause whatsoever. In the event of any strike, walkout, slowdown, or work stoppage or a threat thereof, the Guild and its officers will do everything within their power to end or avert the same.

**18.2** Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing or other concerted interference, or who refuses to perform service duly assigned to him, shall be subject to immediate dismissal.

## ARTICLE 19 - GRIEVANCE PROCEDURES

Grievance defined. A grievance is defined as an alleged violation of express terms and conditions of this Agreement. Only one appeal and/or grievance may be maintained with respect to any individual disciplinary action. If an appeal is filed with the Civil Service Commission and a grievance filed pursuant to the procedures of this Collective Bargaining Agreement, the time limits set forth in this Article shall be suspended for a period of five (5) business days in order to permit the Guild in consultation with the Employee to make an election of remedies. If, after five (5) days, the Employee has not requested dismissal of the appeal to the Gig Harbor Civil Service Commission, the grievance and/or arbitration application shall be dismissed at the request of the Employer.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

### **Step One - Police Chief.**

The grievance in the first instance will be presented to the Police Chief, in writing, within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. The Police Chief shall respond to the grievance in writing within ten (10) working days of receipt of the grievance. Every effort shall be made to settle the grievance at this Step One.

### **Step Two - Mayor.**

If the grievance is not resolved at Step One, then the grievance may be presented to the Mayor or his/her designee within ten (10) working days of receipt of the Chief's response. The grievance shall be presented to the Mayor or his/her designee in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the Mayor or his/her designee shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the Mayor or his/her designee shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

### **Step Three- Arbitration**

A grievance may be submitted within twenty (20) working days following the decision rendered in Step Two to arbitration for resolution. Should the parties be unable to agree upon an Arbitrator they shall request a list of names of eleven (11) Arbitrators with offices in Oregon or Washington from the Public Employment Relations Commission. The parties shall alternatively strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by coin toss. The decision of the Arbitrator shall be final and binding on both parties. The authority of the Arbitrator is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to, take away from, alter, change or modify the terms of the Agreement.

Each party shall bear the cost of its own representation, legal fees and presentation of their case. The Arbitrator's fee and costs shall be paid by the losing party as determined by the Arbitrator.



**ARTICLE 20 - PERSONNEL POLICIES**

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. The parties agree to abide by collective bargaining laws with respect to policies, rules and regulations affecting or impacting mandatory subjects of bargaining. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

## ARTICLE 21 – UNIFORMS AND EQUIPMENT

At the time of employment, the following uniform and equipment items shall be provided by the City. The City may withhold issuance of some of the equipment items while a member is assigned to Phase I of the Field Training Program (Academy). In such case, the remainder of the required equipment will be issued upon successful completion of Phase 1. Uniform items or equipment which require replacement through normal course of business will be replaced by the City, subject to availability of budgeted funds.

### A. Uniform

1. 3 trousers
2. 3 shirts (short and/or long sleeve)
3. 1 pair shoes or boots
4. 1 all-season jacket
5. 1 tie
6. 1 rain coat
7. 2 jumpsuits
8. 1 duty cap
9. 1 badge and required name tags
10. Required WSCJTC clothing and equipment (Phase I employees only)

### B. Equipment

1. 1 duty gun belt
2. 1 uniform pants belt
3. 1 holster
4. 1 department authorized duty weapon w/2 extra magazines.
5. 1 double handcuff case
6. 2 sets of handcuffs
7. 1 key holder
8. 1 baton & flashlight holder
9. 1 ASR canister and holder
10. 1 SL20 rechargeable flashlight or equivalent
11. 1 portable radio w/charger and holder
12. 1 bullet resistant vest
13. 1 expandable baton
14. 4 belt keepers
15. 1 glove holder
16. 1 taser holster
17. 1 patrol rifle and/or shotgun

The uniform shall meet the approval of the Police Chief and all purchases shall be through the departments established procedures. The employee agrees to maintain and keep in good

condition and repair all parts of the uniform, and will have available for inspection on due notice his complete uniform.

The employer shall be responsible for laundering uniforms. Frequency of laundering uniforms shall be established by employer management policy. Uniform clothing damaged as a result of unforeseen circumstances in the line of duty shall be repaired or replaced by the employer. Equipment issued under this Article which is damaged through the gross negligence of the employee shall be replaced at the employee's cost.

The employer shall reimburse officers assigned as full time detective up to a maximum of \$600 per year for special job-related clothing purchases, provided such purchases must have approval by the Police Chief prior to purchase.

ARTICLE 22 TRAINING

The City agrees to provide training to employees through the Washington State Criminal Justice Training Commission, their Satellite Training Programs, and other sources such as, but not limited to, the Pierce County Sheriff's Department, Tacoma Police Department and the Washington State Patrol Training Divisions. The City, in its sole discretion agrees to provide funding for such training as it determines is reasonable to increase the employee's knowledge, skills and abilities to perform the job. For such training, the City agrees to pay all fees and tuition, lodging and meals (if applicable) incurred by attending such training.

The Chief of Police or his/her designee within the Police Department shall approve or deny all training requests.

**ARTICLE 23 LIGHT DUTY**

An injured employee will be provided a light-duty assignment when released to perform light duty by the employee's health care provider and when there are light duty assignments available in the Police Department, as reasonably determined by the Chief of Police. An on-the-job injury takes precedence for a light duty assignment over an off-duty injury.

**ARTICLE 24 OFF DUTY WORK**

**OFF-DUTY WORK**

Requests by outside business or public entities desiring to employ police officers for special duty work by police officers, utilizing City equipment including cars, shall be administered through an off-duty work program. All work performed by employees under the off-duty work program shall be entirely voluntary. The Guild will maintain a roster of officers who wish to perform such work. The Guild, in consultation with the City, shall negotiate the rate of pay with the off-duty employer, including a fee for administrative expenses. Administrative expenses shall include any tax and payroll costs which are incurred as a result of the off-duty work, including but not limited to, assessments for the employer's portion of the LEOFF benefits and L & I payments. The administrative fee will not include any charge for the City's handling costs. Officers shall be paid only after receipt of funds from off-duty employers. Any officer employed in the off-duty program shall observe all normal departmental standards of conduct during such details and be subject to disciplinary action if he/she fails to do so. The Chief shall have the right to deny any off-duty work or proposed employer when such assignment could reasonably impair the image of the department, create an apparent conflict of interest, or otherwise negatively impact public confidence in the department. No officer who is on sick leave, disability leave or administrative leave shall be eligible for off-duty work assignments.

The parties shall work in good faith to establish a rate of pay which is competitive within the geographic area and which does not exclude officers from off-duty work opportunities. Off-duty employers shall execute a contract for services in a form approved by the City. The parties acknowledge that the contract may be executed after work has begun so long as the Chief has approved the assignment.

This provision has been entered into in light of the representation by the Guild that the pay for off-duty assignments may be included in the officer's LEOFF Plan II basic salary for the purpose of calculating retirement benefits. In the event that the Washington State Department of Retirement Systems, an administrative tribunal, or a court of competent jurisdiction shall hold that such off -duty work is not includable in the definition of basic pay under the LEOFF retirement system, the Guild shall indemnify and hold harmless the City of Gig Harbor, its officers, agents and employees for any and all costs, claim, damage or liability of any kind or nature, including, but not limited to legal and accounting costs, interest and the other costs associated with the application of such ruling or its application to Guild retirees or officers and the correction of retirement accounts or service credit, provided, however, that nothing herein shall require the Guild to indemnify the City from (1) the actual statutory employer's contribution as imposed by Chapter 41.26 RCW or (2) the costs associated with the correction of the retirement account or service credit of a supervisor who is not a Guild member.

**ARTICLE 25 SUBSTANCE ABUSE FREE WORK PLACE**



1. Statement of Principle. City of Gig Harbor and the Gig Harbor Police Guild, in keeping with the provisions of the Drug-Free Workplaces Act of 1988, are committed to providing and maintaining a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve.

2. Any unlawful manufacture, distribution, dispensation, possession, use or working under the influence of an illegal drug or controlled substance in or on any City facility, vehicle or while on City business is strictly prohibited. Consumption of alcohol is prohibited for employees while on duty (including any breaks, lunches, etc.) or while in a designated "on-call" status or two (2) hours following an accident or incident (unless a breath alcohol test has already been performed). In addition, a violation of law by an officer relating to illegal drugs, controlled substances or alcohol may result in appropriate discipline.

3. The City has established a drug awareness program which includes, but is not limited to, the following confidential employee services:

A. Drug counseling and rehabilitation available through the City's medical insurance plans

B. Employee Assistance Program (EAP) that may assist in counseling employees with substance/alcohol abuse problems

4. Any employee found to be in violation of the City's Substance Abuse Free Workplace Policy or law may be subject to a requirement to participate satisfactorily in an abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health, or appropriate agency approved by the City, and/or discipline up to and including termination.

5. Covered Classifications. All classifications within the Guild's bargaining unit are covered by this Article.

6. Drug or Alcohol Tests Required.

A. Reasonable Suspicion. To be conducted when a supervisor becomes aware of specific indicators characteristic of prohibited drug (including alcohol) use or possession which may include:

i. Direct observation of drug use or possession

ii. Direct observation of the physical symptoms of being under the influence of a drug, such as motor functions or speech, abnormal conduct or erratic behavior which may or may not be preceded by:

a) An on-the-job accident resulting in an injury to the employee or others requiring medical attention beyond first aid and/or results in significant property damage to City or others' property

b) An on-the-job unsafe practice that endangers the employee or others or risks significant property damage to the City or others' property

c) An arrest for a drug-related offense

d) Information that is provided by reliable and credible sources and has been independently corroborated

e) Evidence that the employee tampered with a previous drug test

f) The opinion of a medical/substance abuse/chemical dependency professional employed at the worksite that an employee is using an illegal controlled substance

7. The supervisor will request another supervisor's (management and/or HR) opinion (both supervisors must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. At this time, the employee shall be informed of the right to Guild representation. This will not be construed as an opportunity for an employee to delay testing. Employees may not operate City motor vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason shall be transported to the testing site. Following the testing, the employee will be transported home via a local cab company, at the City's expense, or provided the opportunity to contact a non-duty-employee or non employee for a ride. The employee will be informed that the law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving. In no case will a supervisor or other on-duty employee transport the employee.

8. Testing shall take place as soon as practicable. An employee subject to such testing is expected to remain readily available to undergo the tests. However, this should not be construed to require the delay of necessary medical attention for injuries or to prohibit an employee from leaving the scene of an accident or incident if necessary to obtain assistance to respond to the accident or incident or to obtain emergency medical care. In all circumstances the employee will be transported to the testing site. An employee waiting to be tested will remain in paid status from the time of the accident/incident until testing is completed.

9. Employees who test negative will be transported back to the duty station and remain on paid status for the completion of the shift or if normal work hours are exceeded, until leaving the normal place of work. Employees whose tests are not immediately available will be transported from the test site to their residence via a local cab company at the City's expense. Employees, who leave the scene of an accident or incident inappropriately, will be considered to have refused to test and will be subject to discipline up to and including termination.

10. Refusal to Test. Refusing or failing to submit an adequate specimen for drug or alcohol testing or specimen tampering during specimen collection constitutes insubordination and will be treated as if the employee has tested positive. The employee will be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP) and will be subject to discipline up to and including termination.

Refusal to test includes:

- A. Refusal to take a drug or alcohol test;
- B. Tampering with or attempting to adulterate the specimen or collection procedure;
- C. Not reporting to the collection site in the time allotted;
- D. Leaving the scene of an accident or incident without a valid reason before testing; or
- E. Providing false or inaccurate information.

11. Drug/Alcohol Testing Processes. Drug and alcohol testing shall be conducted in strict accordance with federal regulations to ensure accuracy, reliability, and confidentiality. Testing records and results will be released only to those authorized by the federal drug and alcohol testing rules to receive such information. The City will make every appropriate effort to protect the employee's privacy and dignity during the sample collection, testing and notification process.

12. Drug Testing. Specimen collection for drug testing will conform to the standards of 49CFR part 40 to maintain documented chain of custody and assure sample reliability. Drug test collections will be conducted at a qualified medical facility. The specific procedure used for testing is as follows:

- The collection site personnel will obtain the appropriate urine custody and control forms and inspect the collection room.
- The donor will be asked to present picture identification to the collection site person.
- The donor will check belongings and remove unnecessary outer garments.
- Donor will wash hands, take the collection cup and enter the privacy enclosure to collect at least forty-five (45) milliliters of specimen unobserved.
- The collector records the temperature of the specimen.
- The collector will split the specimen into two bottles.
- The collector will label and seal both bottles in front of the donor.
- The custody and control form will be completed, transferring custody from the donor through the collector to the laboratory courier.
- The split specimen will be placed in secure storage until shipped for analysis.

13. The integrity of the testing process is ensured through a variety of methods. The collection site is secured when not in use, access to the site is restricted during specimen collection, water sources are controlled to discourage specimen adulteration, trained site

collection personnel carefully follow prescribed procedures, specimens are labeled and sealed in front of the donor, custody and control forms are used, specimens are left in locked storage, and the laboratories used for analysis must meet strict standards to be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA)

14. The initial drug screen shall use the Immunoassay (EMIT) process and the confirmatory test will be by gas chromatography/mass spectrometry. The drug testing results will be reviewed and positive tests interpreted by the MRO. The following tests and positive test levels shall be used:

	Initial	Confirmation
<u>Marijuana and metabolites</u>	<u>50 ng/ml</u>	<u>15 ng/ml</u>
<u>Cocaine and metabolites</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Amphetamines and metabolites</u>	<u>1000 ng/ml</u>	<u>500 ng/ml</u>
<u>Opiates</u>	<u>2000 ng/ml</u>	<u>2000 ng/ml</u>
<u>Phencyclidine (PCP)</u>	<u>25 ng/ml</u>	<u>25 ng/ml</u>

15. Alcohol Testing. The alcohol test will be performed using an Evidential Breath Testing (EBT) device that is approved by the National Highway Traffic Safety Administration (NHTSA) and administered by a trained Breath Alcohol Technician (BAT).

The alcohol testing process will consist of the following steps:

- Upon arrival, the employee will be shown to the testing site. The site will afford the employee privacy during the process.
- The employee will provide picture identification to the BAT for inspection.
- The BAT will explain the test process and will, with the employee, complete the Alcohol Testing Form.
- The BAT will open a sealed disposable mouthpiece in view of the employee and attach it to the EBT device for a screening test.
- The employee will blow forcefully into the mouthpiece and be shown the result.
- Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.
- The result of the confirmatory test is considered to be the final result.

16. The integrity of the alcohol testing process is ensured through the external calibration checks required on the EBT device, the security of the testing site and EBT device, and the strict testing procedures required to produce a valid test.

17. Positive Test Results.

A. An employee who tested positive for alcohol or fails to pass a drug test will be removed from the performance of his/her job, placed on administrative leave and required to be evaluated by a substance abuse professional. An employee may substitute any available vacation, floating holiday or comp time for the non-pay status.

B. An employee who tests positive for illegal drugs or controlled substances will be removed from the performance of his/her job, placed on administrative leave and required to be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP).

C. An employee who tests positive for drugs shall have the right to challenge the accuracy of the test results. The employee may request that the original sample be analyzed again. Such request must be made within 72 hours of when the City made the employee aware of the original test results.

18. Pay Status:

A. If an employee is removed from his/her job prior to or during an investigation, they shall be on administrative leave pending outcome of the investigation and/or disciplinary action. Employees shall be advised of their right to Guild representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action.

B. Employees who have satisfied any disciplinary action and who are in a recognized treatment program for a drug or alcohol problem may use available sick leave, floating holiday, accrued vacation or comp time for counseling and treatment.

19. Employee Rights and Responsibilities.

A. The City will keep confidential all testing results.

B. If at any point the results of the testing procedures specified in the Drug & Alcohol Testing Processes section of this is negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) will be maintained by the City Clerk.

C. An employee, who voluntarily seeks assistance concerning a drug or alcohol problem, prior to reasonable suspicion, shall not be disciplined by the employer and will be immediately referred to the City's EAP. Employees may use available sick leave, floating holiday, accrued vacation or comp time for counseling and treatment. An employee may also be required to undergo a "fit for duty" test prior to return to work.

D. An employee not designated "on-call" and requested to report to work shall inform their supervisor of any inability to work due to the consumption of alcohol or drugs which may impair the employee's ability to safely perform his/her job. Under this Section, an employee will not be subject to discipline for advising the employee's supervisor of his/her inability to work.

E. All employees who must use a prescription drug that causes or results in adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) shall inform their

supervisor that they are taking such medication according to the advice of a physician. Such employees are responsible for informing their supervisor of the possible effects of the drug and their performance and expected duration of its use. If the prescription drug use could cause productivity or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.

F. Employees are required, in compliance with this Substance Abuse Free Workplace Policy, to notify the City of any criminal statute conviction for a substance abuse or alcohol-related violation occurring in the workplace no later than five (5) working days after such conviction.

20. Education and Training.

21. All Guild and non-represented police officers will receive a copy of this Section, informational materials about the effects of controlled substances/alcohol in the workplace and rehabilitation services available.

22. Record Retention.

A. The drug and alcohol records will be maintained by the City Clerk in a secure location with controlled access, in accordance with HIPAA guidelines. The following records shall be maintained for at least five (5) years:

- Records of verified positive alcohol test results.
- Records of verified positive drug test results.
- Documentation of refusal to take a required alcohol/drug tests.
- Drug and Alcohol related evaluations and referrals.

B. The City may provide copies of these records to other employers when former City employees have applied for employment with those employers and have written and signed a release form authorizing the City to release such information.

23. Laws & Regulations

Should the federal or state government requirements change, the parties agree to negotiate the impact of the change on mandatory subjects of bargaining.

**ARTICLE 22 - SAVING CLAUSE**

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the parties agree to be bound by the position of a tribunal of competent jurisdiction, or a tribunal agreed to by the parties.



**ARTICLE 23 - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement.

Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

**ARTICLE 24 - TERM OF AGREEMENT**

This Agreement is effective January 1, 2010 ~~2007~~, and shall continue in full force and effect to and including December 31, 2012 ~~2009~~.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this \_\_\_\_\_ of \_\_\_\_\_ 2010 ~~2007~~.

**CITY OF GIG HARBOR**

**GIG HARBOR POLICE OFFICERS  
GUILD**

By: \_\_\_\_\_  
Charles Hunter, Mayor

By \_\_\_\_\_  
Dan Welch, President

ATTEST:

By: \_\_\_\_\_

ATTACHMENT "A"

2009~~2007~~ POLICE PERSONNEL SALARY RANGES

	Monthly Minimum	Monthly Maximum
Police Sergeant	<u>\$6,207</u> <del>\$5,658</del>	<u>\$7,103</u> <del>\$6,474</del>
Police Officer	<u>\$4,518</u> <del>\$4,118</del>	<u>\$5,647</u> <del>\$5,148</del>

**ATTACHMENT "B"**

**PERSONNEL SALARIES**

**MERIT/BONUS PAY**

1. Employees who have satisfactorily completed a six-month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one-year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.
2. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increases shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range, the employee shall be eligible for merit bonus compensation up to 5% of the employee's annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.
3. Employees shall be eligible for merit/bonus pay salary increases in accordance with the provisions set forth below:
  - 3.1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each department's budget.
  - 3.2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
  - 3.3. Merit/bonus pay salary increases shall be granted by the City Administrator and confirmed by the Mayor.



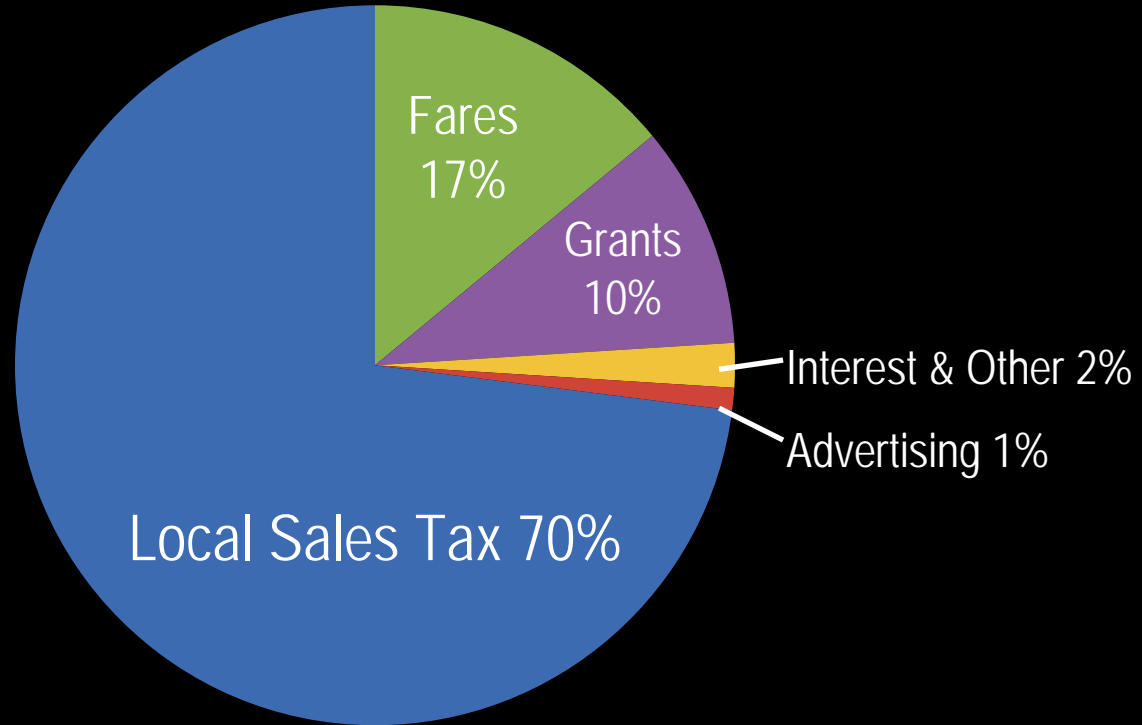
# Update on PT Tomorrow

May 24, 2010

Gig Harbor City Council



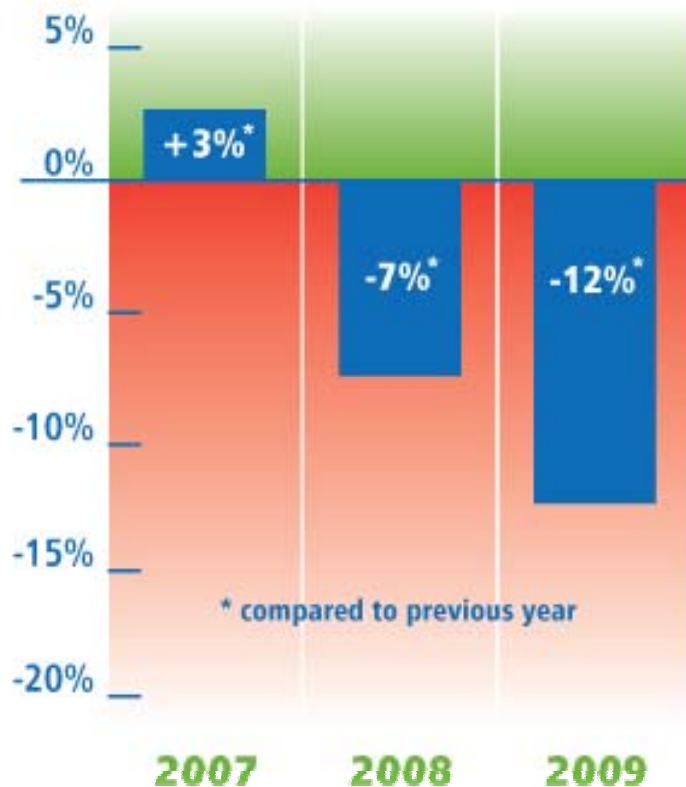
# Funding



Voter approved local sales tax of .06%

## The Decline of Sales Tax Revenues

70% of Pierce Transit's funding comes from sales tax revenues.



Pierce Transit faces a funding gap of potentially **\$68 million** by the end of 2012.





# Cost of Service by Type

Cost per passenger:

Trunk Route:	Route 1 - \$2.54
Urban Route:	Route 212 - \$3.88
Shuttle Trip:	\$38.70
Bus Plus:	Route 113 - \$20.37
Gig Harbor:	Route 100 - \$8.52

# March/April Public Involvement

Planners  
Summit

Downtown  
Commuter  
Summit

City  
Councils

Employee  
Outreach

Community Outreach:

- Public Meetings
- Transit Center Outreach
- Pttomorrow.org website
- Mailers/Surveys
- Community Presentations

Citizen  
Review  
Committee



# Responding to Comments from Gig Harbor

Today's System	Alternative 1 Reduction Plan	Alternative 2 Growth Plan
Route 100 connects Purdy and Gig Harbor to TCC with service every hour	Route 100 – same route with service every hour during non-commute hours	Route 100 – same route with service every hour
Route 102 connects Purdy and Gig Harbor to Tacoma with AM & PM commute trips	Route 102 connects Purdy and Gig Harbor to Tacoma with AM & PM hourly commute trips with a stop added at TCC.	Route 102 would operate via current route to downtown Tacoma via Tacoma Dome Stn. Service frequency would be every 30 min with AM & PM commute trips
Route 113 is a Bus PLUS route service serving the Key Peninsula every 2 hours	Route 113 – same route with limited service hours from about 8 am - 3 pm.	Route 113 – same route with hourly service
Route 601 connects Gig Harbor with TCC, Lakewood, and Olympia with AM & PM commute trips	Route 601 – same route with 2 - AM and 2 – PM commute trips.	Route 601 – same route with 2 - AM and 2 – PM commute trips with additional Olympia trips departing from Lakewood.

# Responding to Comments



# Alternative 2 – Growth Plan Changes

Communities that Expressed Concern:	Subsequent Revisions were made in:	Draft Alternative Plan Summary:
<p>Bonney Lake                      Buckley                      DuPont                      Edgewood                      Milton                      Lakewood                      Olympia                      Orting                      Puyallup                      Pierce County/Graham                      Steilacoom                      Tacoma</p>	<p>Bonney Lake                      Buckley                      DuPont                      Edgewood                      Milton                      Lakewood                      Olympia                      Orting                      Puyallup                      Pierce County/Graham                      Steilacoom                      Tacoma</p>	<p>Objective is to serve centers with high population and employment promoting economic development.</p> <p>15 Minute Peak Hour Commuter Services</p> <p>Limited Stop Pacific Avenue Express</p> <p>All Day 15 minute service on Trunk Routes</p> <p>Souder Connectors</p> <p>Community Connectors</p>

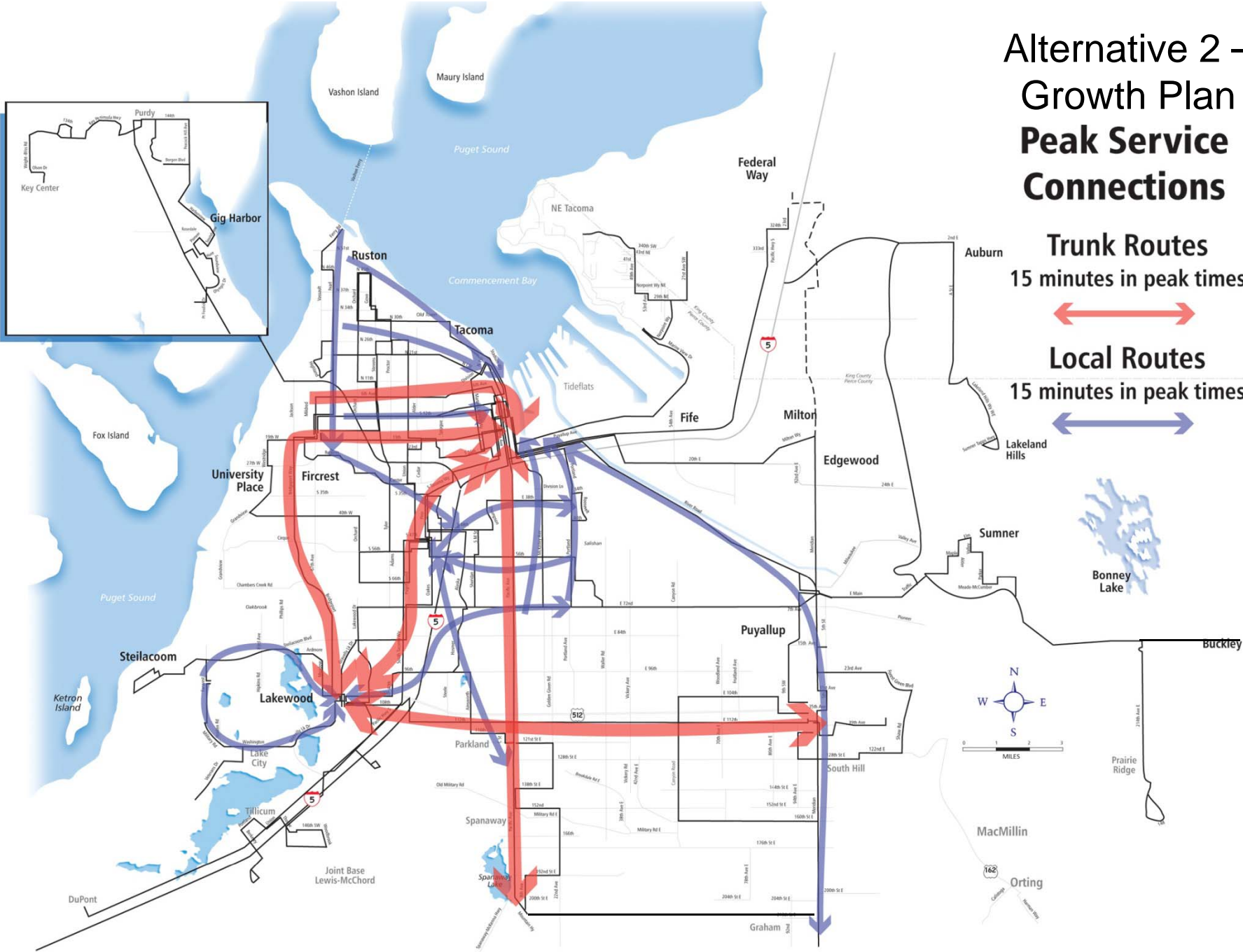
# Alternative 2 – Growth Plan Peak Service Connections

**Trunk Routes**  
15 minutes in peak times



**Local Routes**

15 minutes in peak times

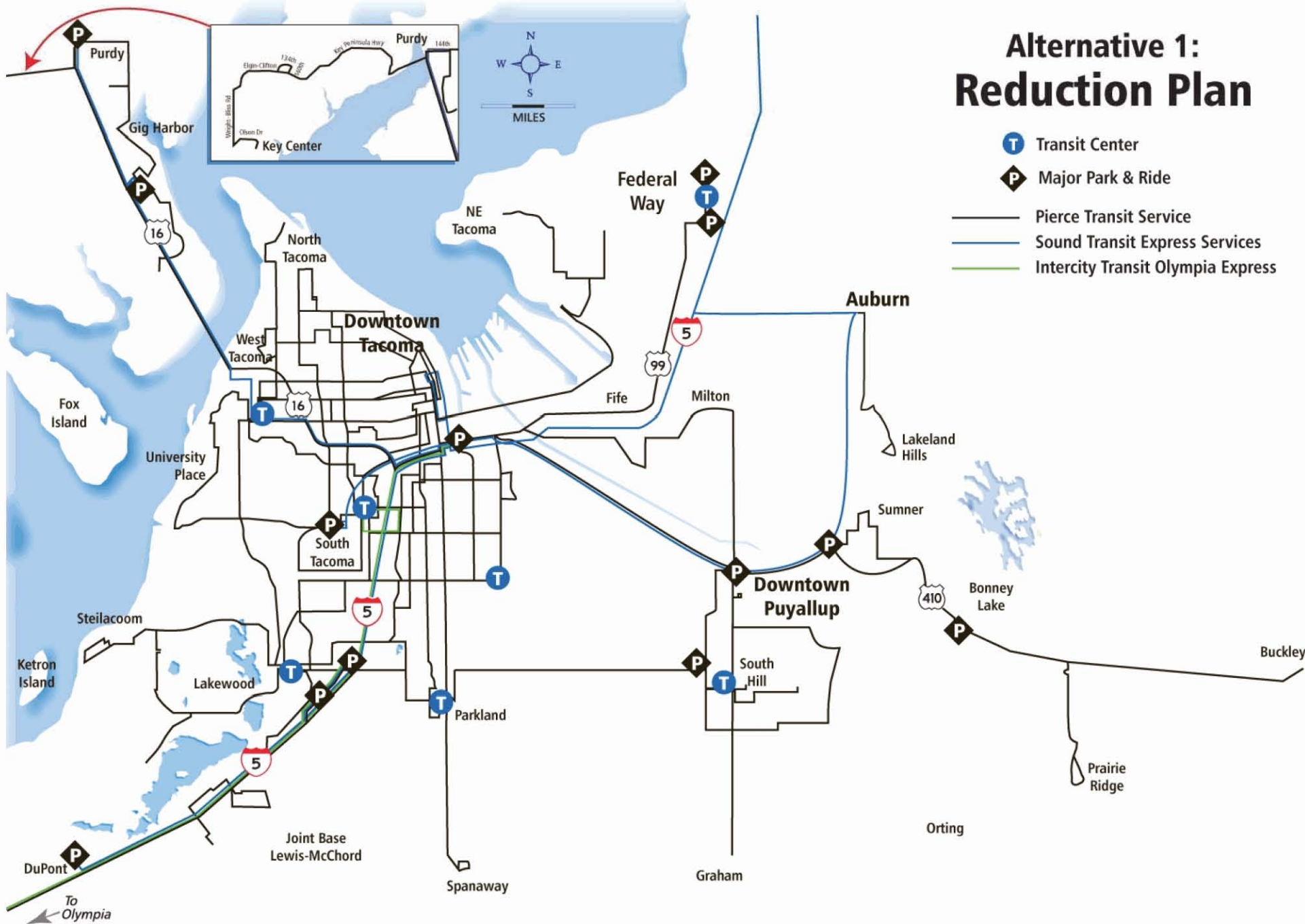




# Alternative 1 – Reduction Plan Changes

Initial Concept made these Recommendations:	Revised Plan Improvements:	Current Recommendation Summary:
<b>Service Elimination:</b>	<b>Additions:</b>	Focus is to provide service across the entire service area
<ul style="list-style-type: none"> <li>Buckley</li> <li>Edgewood</li> <li>Federal Way</li> <li>Fife</li> <li>Graham</li> <li>Milton</li> <li>Mid-County</li> <li>North Tacoma</li> <li>North East Tacoma</li> <li>Olympia</li> <li>Orting</li> <li>Steilacoom</li> </ul>		30 minute service becomes 60 minute service
<b>Major Reductions:</b>		15 minute Trunk Route service becomes 20/30 minute service
<ul style="list-style-type: none"> <li>Bonney Lake</li> <li>Gig Harbor</li> <li>Lakewood</li> <li>Pierce County</li> <li>Puyallup</li> <li>Tacoma</li> <li>University Place</li> </ul>		Some all day service eliminated or peak only
		Limited weekend routes, 60 minute service





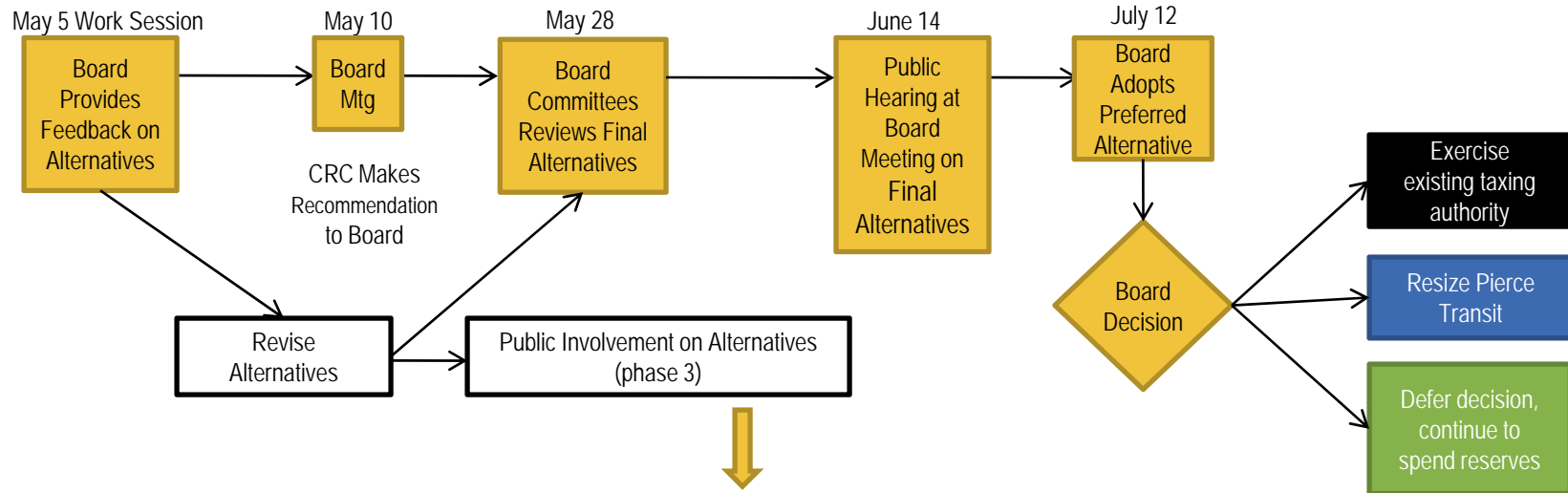
# Alternative 1: Reduction Plan

- T Transit Center
- P Major Park & Ride
- Pierce Transit Service
- Sound Transit Express Services
- Intercity Transit Olympia Express

# Alternative Comparisons

	<b>Today's Service</b>	<b>Alternative 1 Reduction Plan</b>	<b>Alternative 2 Growth Plan</b>
Annual Service Hours	622,000 (2009)	353,000 (2012)	654,000 (2012)
Annual Ridership	14.3 Million (2009)	10.5 Million	15.6 Million

## Key Board System Redesign Actions Projected 2010



May 24-26 – Korean & Spanish Meetings

June 1-7 – Rider Outreach

June 2-10 – Open Houses

(Gig Harbor June 10<sup>th</sup> at the Civic Center from 4:30-6:30pm)

June 14 – Public Hearing

Legend:





**Subject: Civic Center Debt Reserve Fund**

**Dept. Origin:** Administration

**Proposed Council Action:**

**Prepared by:** Rob Karlinsey

Allocate up to \$1,068,000 from the Civic Center Debt Reserve Fund for the design and Construction of the following projects:

**For Agenda of:** May 24, 2010

**Exhibits:** Fund Balance Discussion

\$38<sup>th</sup> Avenue Overlay, from 56<sup>th</sup> St. to City Limits.

Initial & Date

Pt. Fosdick Sidewalk, on west side from the Library to Briarwood.

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** RJK 5/20/10

Sehmel Drive Right Turn Lane (northbound) at SR16.

**Approved as to form by City Atty:** VIA email

Wagner Way/Wollochet Drive Traffic Signalization.

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

Expenditure Required	Amount	Appropriation
See below	Budgeted	Required

**INFORMATION / BACKGROUND**

At the May 17, 2010 study session, the City Council discussed the possibility of allocating a portion of the current Civic Center Debt Reserve Fund balance to fund capital projects. The following capital projects were discussed at the meeting:

- 38<sup>th</sup> Avenue Overlay, from 56<sup>th</sup> Street south to the City Limits: \$375,000
- Pt. Fosdick Sidewalk gap on the west side of the road, from the Library to Briarwood: \$275,000
- Sehmel Drive Northbound Right Turn Lane at SR16: \$125,000

The following day, staff also discussed the possibility of including signalization of the Wagner Way/Wollochet Drive intersection. This project is designed and ready to bid, and the construction cost estimate is \$400,000; \$107,000 of which has already been paid via SEPA mitigation and is being held in City reserves. The remaining \$293,000 of the project cost could come from the Civic Center Debt Reserve Fund and a portion of it (approximately \$153,000) may be paid back as nearby plats develop and are required to pay for a portion of the signalization through SEPA mitigation.

**FISCAL CONSIDERATION**

The current balance of the Civic Center Debt Reserve Fund is \$3,976,756. After the Madison Shores Acquisition Loan of \$312,000, the Civic Center Debt Reserve Fund balance will be

\$3,664,756. If the Civic Center Debt Reserve Fund paid for the total of the projects listed above, the balance would be reduced to \$2,596,756. See attached spreadsheet.

A discussion of best practices for fund balance levels is attached to this Council Bill.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Allocate up to \$1,068,000 from the Civic Center Debt Reserve Fund for the design and Construction of the following projects:

- \$38<sup>th</sup> Avenue Overlay, from 56<sup>th</sup> St. to City Limits.
- Pt. Fosdick Sidewalk, on west side of the road from the Library to Briarwood.
- Sehmel Drive Right Turn Lane (northbound) at SR16.
- Wagner Way/Wollochet Drive Traffic Signalization.

Civic Center Debt Reserve Fund

**Financial Analysis of Proposed Allocation to Capital Projects**

Current Fund Balance	\$3,976,756
Less Old Stutz Oil Property Purchase Loan	(312,000)
Revised Balance	<u>3,664,756</u>
Less the Following Proposed Capital Projects:	
38th Avenue Overlay	(375,000)
Pt. Fosdick Sidewalk Gap	(275,000)
Sehmel Drive Right Turn Lane	(125,000)
Wollochet/Wagner Way Signalization*	(293,000)
Total Proposed Projects	<u>(1,068,000)</u>
Fund Balance Remaining	\$2,596,756

From Councilmember Young:

In response to our discussion at the Council Workshop of 5/17/10, I've attached the highlights of three somewhat similarly situated Western Washington cities that have developed a Reserve Policy. As you can see there are differences but the underlying themes are fairly consistent and seem to be more conservative in approach to budgeting than other cities with that had adopted lesser standards. Unfortunately ICMA does not provide guidance for a national standard short of maintaining a bare minimum of two months expenses in reserve, but this is really more of a cash management position.

Already staff and Council have used followed some of these principles but it's been more ad hoc. Additionally, without a clear strategy it's difficult to know what level of investment we can safely make while meeting or exceeding expectations. By establishing a reserve policy everyone from staff to the public will know how the city will respond when opportunities present themselves or rainy days arrive.

My recommendation is as follows:

1. Establish a reserve policy that would provide for Capital and Contingency reserves. By dividing it into two accounts, we maintain clear distinctions between rainy day funds and annual set-aside capital projects both of which are critical, but really separate goals. 10% for each seems to be a gold standard for reserve funds.
2. Set standards that anticipate situations where the funds would be used as well as how they will be replenished.
3. Consider statutory constraints on these savings. While future Council's can always overturn an ordinance, locally adopted rules are looking upon favorably by ratings agencies.
4. Consider establishment of capital asset depreciation account to set aside funds annually for major purchases. While expensive to establish, it would flatten our acquisition costs preventing foreseeable shortfalls.

#### **Mercer Island** (City of Mercer Island, 2003)

##### *Capital Reserve*

- Maintain a Capital Reserve Fund to accumulate funds to finance eligible capital facilities projects consistent with the City's overall Capital Improvement Plan. Such projects would include construction of new public buildings, major reconstruction of a public building or park, or acquisition of a new open space or park.
- Investment earnings will continue to be distributed to the Capital Reserve Fund per the Investment Earnings budget policy.



- The Council will have the opportunity to build the balance in the Capital Reserve Fund as part of the annual process for determining the disposition of the year-end surplus in the General Fund and the Capital Improvement Fund.

*Contingency Fund*

- The City has established a contingency reserve to provide for unanticipated expenditures of a nonrecurring nature, to meet unanticipated significant revenue shortfalls, and/or to meet unexpected increases in service delivery costs. In the past, the Contingency Fund received revenues from two sources:
  1. Interest earnings based on the cash balance in the fund; and
  2. General Fund surplus from the prior year, which can be used to increase the Contingency Fund balance to the specified target level.
- As a long term goal, the Contingency Fund is to be funded at a target level of 10% of General Fund budgeted expenditures. In addition, state law limits the amount of cash that can be kept in the Contingency Fund to 37½ cents per thousand dollars of assessed valuation. For 2008, the legal limit for the fund is \$3,329,339.

**City of Tukwila** (City of Tukwila, 2010)

*Contingency Reserve Fund*

- Established to save for large capital improvements
- Set initially to be a minimum of 4% of General Fund Revenue.
- Target of 8% no later than 2014 with annual increases of 2% of General Fund Revenue.
- Minimum 25% of difference between budgeted and actual annual expenditures deposited into reserve before re-appropriation.
- Minimum 25% of construction sales tax deposited into reserve.
- Use of reserve may not be recurring expense.
- Planned draw-down of reserve not to exceed 50% of its value or 4% General Fund Revenue.
- Replenishment schedule – 25-50% draw-down adopted with plan to restore fund 75-100% within 5-7 years. 10-25% draw-down adopted with plan to restore fund in 3-5 years. 0-10% draw-down adopted with plan to restore fund in 1-3 years.

*Risk Management Reserve*

- Established to mitigation of risk associated with claims or general liability.

- Target of 8% same schedule increases as Contingency Reserve.
- Same replenishment schedule as Contingency Reserve.  
*Revenue Stabilization Fund*
- Dedicated to mitigating unexpected declines in revenue (i.e. 2008 recession.)
- Annual transfer 1% of General Fund Revenue to the fund.
- May not be utilized unless revenue declines more than 5%.
- No decline of more than 50% of fund unless general fund revenue declines more than 20%
- Same replenishment schedule
- If the reserve exceeds 10% of General Fund Revenue, balance will be transferred to Contingency Reserve.

**City of Federal Way** (City of Federal Way, 2009)

- Contingency Reserve targeted at 3% of General Fund Revenue for unexpected costs or economic downturns.
- Strategic Reserve in Risk Management Fund targeted at not less than 5% of General Fund Revenue for risks associated with claims or general liability (target is self-insurance.)
- Create asset reserve funds for replacement cost of assets based on a depreciation schedule.

City of Federal Way. (2009). *City of Federal Way Budget*. Retrieved May 19, 2010, from [http://www.cityoffederalway.com/folders/home/yourcityhall/financesdepartment/0910%20Adopted%20Budget%20Document\\_updated%200406\\_1.pdf#page=29](http://www.cityoffederalway.com/folders/home/yourcityhall/financesdepartment/0910%20Adopted%20Budget%20Document_updated%200406_1.pdf#page=29)

City of Mercer Island. (2003). *City of Mercer Island Finance*. Retrieved May 19, 2010, from City of Mercer Island: <http://www.mercergov.org/files/09-10%20SEC%20C.pdf>

City of Tukwila. (2010). *MRSC Policy and Procedures*. Retrieved May 19, 2010, from MRSC: <http://www.mrsc.org/policyprocedures/T8reserve.pdf>



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**MEMO**

September 25, 2005

*This memo is preliminary in nature and subject to revision and review. Any views expressed are not necessarily those of the Federal Reserve Bank of Boston or the Federal Reserve System.*

To: Representative Norman Majors, New Hampshire House of Representatives  
From: Darcy Rollins, Policy Analyst  
Re: Evidence and Analysis of the Relationship of Rainy Day Funds and Municipal Bond Ratings

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Since budget stabilization funds, also known as rainy day funds, have the potential to aid states in weathering periods of fiscal stress, they may reduce the default risk associated with state-issued debt and improve bond ratings and reduce borrowing costs. This memo provides a summary of evidence supporting this theory and reviews recommendations for improving the effectiveness of rainy day funds.

**Evidence from Bond Rating Agencies**

A review of criteria for rating general obligation debt published by bond rating agencies suggests that the depth of rainy day fund reserve does impact bond ratings.

In examining the ability of municipal and state governments to repay tax-secured debt, Standard & Poor's considers fund-balance levels, including the availability of unencumbered reserves or contingency funds. In 1999, Fitch Ratings studied municipal debt defaults and concluded that management practices were more important in predicting favorable credit performance than previously thought. Fitch identified several preferred management practices and said on record that issuers who incorporate multiple best practices could see a positive difference – "of one to three rating notches above the ratings of similar issuers that do not incorporate such practices". The first best practice listed in the report was "Fund Balance Reserve Policy/Working Capital Reserves". Fitch's explicitly states that "...maintaining an operating reserve or rainy day fund is perhaps the most effective practice an issuer can use to enhance its credit rating" and notes that the appropriate size of a reserve depends on the variability of the state's revenues and expenditures.

Similarly, Moody's Investor Services identifies establishing fund balance policies as a critical component of strong municipal management. Moody's specifically states that "...externally, reserves tend to be viewed favorably by investors, rating agencies and local banks with which a municipality does business, thus benefiting ratings and decreasing the potential need for external liquidity sources." The firm also



recommends that municipalities establish a plan for when and how to use the reserves, including a fund balance target level and a minimum level to maintain. And while Moody's does not require a specific level of fund balances, the firm provides a guideline of undesignated reserves that equal one to two months of operating expenses or 5% to 10% of annual revenues.

#### **Evidence from the News**

Press releases and newspaper articles from different parts of the country suggest that rainy day funds are important to public sector bond ratings. A September 12, 2002 press release from the Office of Governor Pataki of New York asserted that Standard and Poor's high rating ("AA") of the city that year was due in part to the existence of its rainy day fund. The release notes that Governor Pataki created the state's first reserve fund, and increased reserves to nearly 6 percent of the State's Budget prior to 2001. In Nevada, a news article reported that the state's lack of reserves was identified as a key concern during meetings between the State Treasurer and bond rating agencies. Nevada had used \$135 million worth of its \$136 million emergency fund the previous fiscal year and had not replaced the funds. A 1998 press release from the State Comptroller of Illinois office announced the introduction of legislation to establish a rainy day fund. The release quoted the Comptroller as saying that "The lack of such a fund has been cited in the past by bond houses as one reason to downgrade the state's bond rating."

#### **Empirical Evidence**

Past empirical papers have studied the effect of various fiscal institutions on state general obligation bond yields; few papers have investigated the impact of rainy day funds on state and municipal bond rating. The exception is a recent paper (Wagner 2004) published in the *National Tax Journal*. The paper focuses explicitly on state-level debt financing. The author found that, compared to states without budget stabilization funds, the typical state experiences nearly a 10 basis point reduction in long-term bond yields following the implementation of a rainy day fund. However, the structure of a state's rainy day fund deposit and withdrawal rules is found to be more critical in affecting borrowing costs than the mere existence of a fund. The author also briefly reviews earlier research [(Eichengreen (1992), Goldstein and Woglom (1992), Bayoumi et al. (1995), Lowry and Alt (2001), and Poterba and Rueben (1999)] which found evidence that strict balanced budget rules (meaning those that require end-of-the-year fiscal adjustments to avoid a budget deficit) reduce bond yields between five and 15 basis points.

#### **Improving Rainy Day Fund Effectiveness**

In a 2003 paper, "Heavy Weather: Are State Rainy Day Funds Working", the Center on Budget and Policy Priorities (CBPP) contends that most state rainy day funds were not adequate to address budget gaps during the 2002-2003 fiscal crisis, and expressed concern about the 5 percent guideline that many states use as a limit for the level of total state spending directed to rainy day funds. CBPP notes that bond rating agencies have also questioned the adequacy of the 5 percent benchmark level: "Standard and Poor's considers total general fund balances (including rainy day funds) of 15 percent or more to be "strong," while balances of 5 percent or less to be "low" for local government tax-backed general obligation bond ratings." CBPP asserts that states should set a target level for the size of the fund that is at least 10 to 15 percent of the budget and give serious consideration to making additional deposits into the fund above the 15 percent level.



In addition to increasing the percent of state funding directed towards rainy day funds, CBPP suggests that state policymakers should including rainy day fund appropriations in the budget and that access to the rainy day funds should be through the normal appropriation process. Further, state rainy day fund policies should not include a replenishment rule, which CBPP believes creates a disincentive for using the fund and can lead to rainy day fund deposits competing with other programs for scarce resources in poor economic times. Despite CBPP's concern about the structure of rainy day funds the paper concludes that, if properly designed, rainy day funds can be an important policy option for policymakers.

## Resources

2004 State Debt Medians. *Moody's Investor Services*. April 2004.

"Governor: S&P Lauds State's Response to 9/11 Fiscal Challenges: Wall Street Agency Reaffirms New York State's Highest Credit Rating in 23 Years" *Press Release: New York Office of the Governor*. September 12, 2002.

"The Twelve Habits of Highly Successful Finance Officers: Management's and Disclosure's Impact on Municipal Credit Ratings." *Fitch Ratings. Public Finance Criteria Report*. November 2002.

*Standard and Poor's 2005 Public Finance Criteria*

*The Six Critical Components of Strong Municipal Management: Managerial Methods to Promote Credit Enhancement*. Moody's Investor Services. March 2004.

Wagner, Gary A. The Bond Market and Fiscal Institutions: Have Budget Stabilization Funds Reduced State Borrowing Costs? *National Tax Journal*. Vol. LVII, No. 4, December 2004.

Zahradnik, Bob and Ribeiro, Rose "Heavy Weather: Are State Rainy Day Funds Working?" *Center on Budget Policy and Priorities*. May 13, 2003. <http://www.cbpp.org/5-12-03sfp.htm>





Public Works Department

**MEMORANDUM**

DATE: May 21, 2010

TO: Mayor Chuck Hunter  
Gig Harbor City Council

FROM: Jeff Langhelm

SUBJECT: **Harborview Dr./Stinson Ave. Watermain Construction Schedule**

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Staff has been working diligently with the City's consultant, Murray, Smith, and Associates, since February 2010 on the design of the Harborview Drive/Stinson Avenue Watermain Project. We are now approaching 90% design and the shoreline permit application for this project will be presented to the City's Hearing Examiner on June 3.

Staff anticipates this project will be advertised in June and awarded in July. Therefore construction should start in mid-August with project completion at the end of October.

Public outreach for this project has been actively pursued since February. This has included construction notification through mailings, a utility coordination meeting, multiple meetings with Gig Harbor Historic Waterfront Association and the Gig Harbor Chamber of Commerce, and a public open house on May 6. At this public open house Staff provided construction details, answered questions, and requested public input on the project.

From information gathered at the open house and through the design process Staff has prepared the attached diagram showing the proposed watermain construction work hours and sequencing. Staff will be available at the May 24 City Council Meeting to present the proposed work hours and sequencing, answer questions, and receive final input on the proposal.

# PROPOSED WATERMAIN CONSTRUCTION WORK HOURS AND SEQUENCING BY ZONE

