

# **Gig Harbor City Council Meeting**

**March 26, 2012  
5:30 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, March 26, 2012 – 5:30 p.m.**

**CALL TO ORDER:**

**CONSENT AGENDA:**

1. Approval: a) Special City Council Minutes March 5, 2012; b) City Council Minutes of March 12, 2012.
2. Liquor License Action: a) Application - The British Connection; b) Added Privilege - Walgreens; c) Renewals: Costco, Water to Wine, Eagles, Gig Harbor Chevron, Gig Harbor 76, Il Lucano, Tokyo Teriyaki, Gateway to India, Tides Tavern, and Greenhouse Restaurant; d) Added Privilege – Bartells; e) Spirits Retailer – Gig Harbor Spirits.
3. Receive and File: a) Parks Commission Minutes Feb. 1, 2012; b) Lodging Tax Advisory Committee Minutes Mar. 8, 2012.
4. Resolution No. 896 – Amendments to City’s Section 125 Flexible Spending Plan.
5. Second Reading of Ordinance No. 1235 – Utility Extensions in UGA.
6. Second Reading of Ordinance no. 1236 -Extension of Interim Regulations re: Medical Cannabis Collective Gardens.
7. Well City Policy.
8. Shorecrest Sewer System Rate Study Contract Amendment – Peninsula Financial Consulting.
9. Acceptance of Easement for Viewing and Access – Bayview Building.
10. Austin Estuary Restoration Project / Consultant Services Contract Amendment No. 1 – Construction Management Services / Parametrix.
11. Approval of Employee Guild Collective Bargaining Agreement.
12. Approval of Payment of Bills March 26, 2012: Checks #69267 through #69361 in the amount of \$472,831.91.

**PRESENTATIONS:**

1. Fire Chief John Burgess – EMS Levy.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Prohibiting Parking in Fire Lanes.

**NEW BUSINESS:** None scheduled.

**STAFF REPORT:**

1. New Public Transportation Benefit Area Authority.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Planning/Building Committee: Mon. Apr. 2nd at 5:15 p.m.
2. Operations and Public Projects Committee: Thu. Apr. 5th at 3:00 p.m.
3. Finance / Safety Committee: Mon. Apr. 9th at 4:00 p.m.
4. Council Retreat: Fri. May 11th at 8:30 a.m.

**ADJOURN:**

**MINUTES OF SPECIAL GIG HARBOR CITY COUNCIL MEETING – March 5, 2012**

**PRESENT:** Councilmembers Ekberg, Young, Guernsey, Perrow, Malich, Payne, Kadzik and Mayor Hunter.

**CALL TO ORDER:** 5:32 p.m. Mayor Hunter announced that this is an open meeting, but no public testimony would be accepted.

**PLEDGE OF ALLEGIANCE:**

**NEW BUSINESS:**

1. 56th Street / Point Fosdick Roadway Improvement Project. City Administrator Rob Karlinsey first introduced Steve Gorcester from the State Department of Transportation. Mr. Karlinsey continued to explain the new terms of agreement for developer participation in the project in the amount of \$400,000, leaving an additional \$238,000 to pay at some future point.

Mr. Gorcester explained that the State is underwriting the contingency to reduce the city's risk in order for the project to move to bid. He said he wanted to make sure that the city understands that but at some point they will need to recover that amount in order to get back to the 61% grant level.

Council asked several questions regarding the terms of the agreement. Mr. Gorcester stressed that the project has a March 19th approval deadline.

Council further discussed tightening up the terms of the agreement with the property owner.

Mr. Karlinsey explained no motion was required; just concurrence to move forward with the developer agreement to come back for approval at the regular City Council meeting on March 12th. Council agreed.

2. City Administrator Contract. Mayor Hunter explained that he made the decision to hire Dennis Richard for several reasons; one being that he is a good fit for us at this time.

Council briefly discussed the selection.

**MOTION:** Move to authorize the Mayor to sign the City Administrator Employment Contract with Dennis Richards.  
**Kadzik / Perrow** – unanimously approved.

3. Ordinance Passing Process. City Attorney Angela asked whether Council would approve of placing non-controversial ordinances on the Consent Agenda for approval on second or third readings. There was consensus with the understanding that the ordinance could be removed from the Consent Agenda for further discussion if necessary.

**EXECUTIVE SESSION:** For the purpose of discussing Guild Negotiations per RCW 42.30.140(4)(a).

**MOTION:** Move to adjourn to Executive Session at 6:15 p.m. for approximately 25 minutes for the purpose of discussing guild negotiations per RCW 42.30.140(4)(a).  
**Payne / Kadzik** – unanimously approved.

**MOTION:** Move to return to regular session at 6:46 p.m.  
**Kadzik / Ekberg** – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 6:46 p.m.  
**Kadzik / Ekberg** – unanimously approved.

CD recorder utilized: Tracks 1001

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Chuck Hunter, Mayor

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Molly Towslee, City Clerk



**MINUTES OF GIG HARBOR CITY COUNCIL MEETING – March 12, 2012**

**PRESENT:** Councilmembers Young, Guernsey, Perrow, Malich, Payne, and Kadzik. Councilmember Ekberg acted as Mayor Pro Tem in Mayor Hunter's absence.

**CALL TO ORDER:** 5:30 p.m.

**PLEDGE OF ALLEGIANCE / FLAG CEREMONY:** Members of Girl Scout Cadet Troop 40088 and Junior Troop 40187 presented the colors. Mayor Pro Tem Ekberg asked the audience to rise and join them in the Pledge of Allegiance. The Scouts then recited the Girl Scout Pledge before dismissing the Color Guard.

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of Feb. 27, 2012.
2. Correspondence / Proclamations: a) Girls Scouts 100th Anniversary Proclamation.
3. Liquor License Action: a) Added Privilege – Harbor Greens; b) Special Occasion – St. Nicholas Catholic School; c) Special Occasion – Kiwanis; d) Added Privilege – Target; e) Application – Hy-lu-Hee-Hee.
4. Receive and File: a) Commute Trip Reduction Program Approved.
5. Third Reading of Ordinance 1231 – Downtown Parking Amendments.
6. Second Reading of Ordinance 1232 – Amendments to Parks Commission.
7. Second Reading of Ordinance 1233 - Adding Schools and Churches in the B-2 Zoning District.
8. Department of Ecology Municipal Stormwater Capacity Grant Amendment.
9. Wilkinson Farm Park Trail System Permitting – Contract Award.
10. Wilkinson Farmhouse Asbestos Abatement – Contract Award.
11. Wilkinson Farmhouse Electrical Repairs – Contract Award.
12. Eddon Boat Property – Long Term Monitoring Plan Implementation (Year 4) /Consultant Services Contract.
13. Austin Estuary Restoration Project – Construction Contract Award.
14. Point Fosdick / 56th Street Project Agreement with WWR Properties.
15. Approval of Payment of Bills Feb. 27, 2012: Checks #69138 through #69266 in the amount of \$511,978.63.
16. Approval of Payroll for February: Checks \$6435 through #6454 and direct deposit transactions in the total amount of \$316,542.87.

**MOTION:** Move to adopt the Consent Agenda as presented.  
**Young / Guernsey** – six voted yes. Councilmember Malich voted no.

**PRESENTATIONS:**

**Proclamation: 100th Anniversary of the Girl Scouts of America.** Mayor Pro Tem Ekberg presented Cadet Scout Carly Carter with the signed proclamation and invited her to say a few words. Cadet Scout Carter accepted the proclamation and thanked the Mayor Pro Tem and City Council for recognizing the Scouts in Gig Harbor during this historic week.

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. First Reading of Ordinance – Utility Extensions in UGA. Planning Director Tom Dolan introduced this ordinance relating to the provision of water and sewer service outside city limits.

City Attorney Angela Belbeck clarified that reference to the Public Works Standards in Section 10 only refers to standards that relate to water and sewer.

Mayor Pro Tem Ekberg opened the public hearing at 5:36 p.m.

Kevin Foley – representing three property owners in the UGA. Mr. Foley commented that their attorney has worked closely with the city on the draft ordinance adding that they fully agree with the summary analysis presented to council.

There were no further public comments and the hearing closed at 5:37 p.m.

Staff addressed Council questions. Council concurred that this should return at the next meeting for approval on the Consent Agenda.

2. Public Hearing and First Reading -Extension of Interim Regulations re: Medical Cannabis Collective Gardens. City Attorney Angel Belbeck presented the background information on what has been happening in regards to cannabis for the past several months. She explained that a public hearing is scheduled for tonight and staff is asking for Council direction on extending the interim regulations to move through the Planning Commission process.

Mayor Pro Tem Ekberg opened the public hearing at 5:49 p.m. No one came forward to speak and the hearing closed.

**MOTION:** Move to consider the ordinance on first reading and bring it back for adoption on the Consent Agenda at second reading.  
**Guernsey / Kadzik** – unanimously approved.

3. Public Hearing and First Reading of Ordinance – Extension of Interim Regulations Adopting FEMA Option #3 – Demonstration of Compliance – Endangered Species Act. Senior Planner Peter Katich presented the background information, explaining that the provisions of the city's interim regulations expire on March 25, 2012 unless they are extended or permanent regulations are adopted.

Mayor Pro Tem Ekberg opened the public hearing at 5:55 p.m. No one came forward to speak and the hearing closed.

**MOTION:** Move to adopt on first reading Ordinance No. 1231 extending the interim regulations adopted under Ordinance No. 1223.  
**Payne / Kadzik** – five voted in favor. Councilmembers Perrow and Malich voted no.

4. First Reading of Ordinance – Prohibiting Parking in Fire Lanes. City Administrator Rob Karlinsey introduced this ordinance to bring the penalty for parking in a fire lane into closer alignment with other parking infractions. Staff responded to questions on the current penalty (a gross misdemeanor due to the adoption of the International Fire Code); the proposed \$25 fee; and how many tickets have been issued for this infraction over the past few years.

Council discussed whether this is a seriousness concern and what an appropriate fine should be to deter the behavior. Staff was asked to do further comparables for what other jurisdictions are charging and to bring this back under old business with the amount left blank. At that time Council can review the information and decide on an appropriate penalty.

**STAFF REPORT:**

City Administrator Transition. City Administrator Rob Karlinsey announced that he has been in contact with his replacement, Dennis Richards, who will begin work on April 9th. Mr. Karlinsey explained that he has asked staff to gather information that will make the transition easier.

**PUBLIC COMMENT:**

Helen Nupp – 11320 148th Ave KPN, 98329. Ms. Nupp said she is concerned with the approval of Consent Agenda Item 14: Point Fosdick / 56th Street Project Agreement with WWR Properties. She asked when there was a first or second reading. City Clerk Towslee explained that this is an agreement; no “readings” are required. Ms. Nupp read a prepared letter into the record outlining her concerns that the public wasn’t adequately notified about this project or this agreement with a private developer. She said that 3000 concerned citizens, business people, and residents should have had the opportunity to comment on this agreement before passed. She submitted her statement for the record.

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

Councilmember Young announced that at the Pierce Transit Improvement Conference on Thursday, they adopted a reduced boundary map that will go into effect on May 8th. The County Council has an opportunity to reject the map, which is unlikely, and cities have the right to pull out of the taxing district within the next 30 days.

Councilmember Malich announced he attended his first Tacoma Narrows Airport Committee meeting on Thursday. He asked what type of reports Council would like to hear from him. He was asked to put together a summary of issues that are of city concern under Council Comments.

Councilmember Guernsey thanked the City Council for passing the parking ordinance. She said that joint parking is issue that will be revisited under the Shoreline Master Program update.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Operations Committee: Wed. Mar 14th at 3:00 p.m.
2. Finance / Safety Committee: Mon. Mar 19th CANCELLED.
3. Downtown Planning and Vision Committee: Wed. Mar 21st at 3:00 p.m.
4. Boards and Candidate Review Committee: Mon. Mar 26th at 4:30 p.m.

**EXECUTIVE SESSION:** For the purpose of discussing guild negotiations per RCW 42.30.140(4)(a). In attendance: Mayor Pro Tem Ekberg, Councilmembers, City Attorney Angela Belbeck, City Administrator Rob Karlinsey. No action is to be taken after the session.

**MOTION:** Move to adjourn to Executive Session at 6:20 p.m. for approximately twenty minutes for the purpose of discussing guild negotiations per RCW 42.30.140(4)(a).  
**Kadzik / Payne** – unanimously approved.

**MOTION:** Move to return to regular session at 6:40 p.m.  
**Payne / Kadzik** – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 6:40 p.m.  
**Kadzik / Payne** – unanimously approved.

CD recorder utilized: Tracks 1002 – 1015

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Steven Ekberg, Mayor Pro Tem

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Molly Towslee, City Clerk



NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda -2a

Page 1 of 1

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

CORRECTED

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 3/06/12

UBI: 603-100-101-001-0001

License: 084437 - 1J County: 27
Tradename: THE BRITISH CONNECTION
Address: 3200 TARABOCHIA ST
GIG HARBOR WA 98335-1153

APPLICANTS:
THE BRITISH CONNECTION INC

BENNETT, ELIZABETH ANN
1963-10-23
BENNETT, MICHAEL
1941-06-12
BENNETT, NEIL ADRIAN
1966-04-16
BENNETT, PAMELA
1941-10-02

Phone No.: 253-509-0474 NIEL BENNETT

Privileges Applied For:
GROCERY STORE - BEER/WINE

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

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

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



NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda - 2b

Page 1 of 1

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD

License Division - 3000 Pacific, P.O. Box 43075

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: www.liq.wa.gov

DATE: 3/06/12

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 601-400-944-001-0127

License: 405890 - 1U County: 27

Tradename: WALGREENS #12910

Loc Addr: 4840 BORGEN BLVD NW

GIG HARBOR

WA 98332-6826

Mail Addr: PO BOX 901

DEERFIELD

IL 60015-0901

Phone No.: 847-527-4617 AURORA LINANG

APPLICANTS:

WALGREEN CO.

WASSON, GREGORY D. 1958-10-19
WAGNER, MARK A. 1961-10-22
MANN, JOHN A. 1957-08-16
DUBINSKY, JASON M. 1973-07-25

Privileges Upon Approval:

GROCERY STORE - BEER/WINE

SPIRITS RETAILER

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DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 02/06/2012

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20120531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. COSTCO WHOLESALE CORPORATION	COSTCO WHOLESALE #624 10990 HARBOR HILL DR GIG HARBOR WA 98331 8945	402117	GROCERY STORE - BEER/WINE WINE RETAILER RESELLER
2. WATER TO WINE L.L.C.	WATER TO WINE 9014 PEACOCK HILL AVE STE 100A GIG HARBOR WA 98332 1029	407818	BEER/WINE SPECIALTY SHOP
3. FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	PRIVATE CLUB - SPIRITS/BEER/WINE
4. MI CHA KIM, INC.	GIG HARBOR CHEVRON 5006 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	072786	GROCERY STORE - BEER/WINE
5. GIG HARBOR GAS & FOOD MART, IN	GIG HARBOR 76 5501 38TH AVE NW GIG HARBOR WA 98335 0000	081604	GROCERY STORE - BEER/WINE
6. OPPIDO LUCANO, LLC	IL LUCANO 3119 JUDSON ST GIG HARBOR WA 98335 1221	085087	SPIRITS/BR/WN REST SERVICE BAR
7. STOUT, PYONG SUK	TOKYO TERIYAKI 3111 JUDSON ST GIG HARBOR WA 98335 1221	085327	BEER/WINE REST - BEER/WINE
8. SINGH, SURINDER PAL	GATEWAY TO INDIA 6565 KIMBALL DR STE 102 GIG HARBOR WA 98335 1269	081255	SPIRITS/BR/WN REST SERVICE BAR

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 02/06/2012

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20120531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
9 . DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 1910	356387	SPIRITS/BR/WN REST LOUNGE -
10 . GREENHOUSE RESTAURANT, LLC	GREENHOUSE RESTAURANT 4793 POINT FOSDICK DR NW #400 GIG HARBOR WA 98335 2315	403430	SPIRITS/BR/WN REST LOUNGE +





NOTICE OF LIQUOR LICENSE APPLICATION

Consent Agenda - 2d

Page 1 of 1

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD

License Division - 3000 Pacific, P.O. Box 43075

Olympia, WA 98504-3075

Customer Service: (360) 664-1600

Fax: (360) 753-2710

Website: www.liq.wa.gov

DATE: 3/19/12

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION FOR ADDED PRIVILEGE

UBI: 178-003-963-001-0042

License: 077055 - 1U County: 27

Tradename: BARTELL DRUG COMPANY #39

Loc Addr: 5500 OLYMPIC DR

GIG HARBOR

WA 98335-1487

Mail Addr: 4727 DENVER AVE S

SEATTLE

WA 98134-2316

Phone No.: 206-763-2626 RICK HARDESTY

APPLICANTS:

THE BARTELL DRUG COMPANY

BARTELL, GEORGE D. 1951-09-07

BARBER JEAN L. 1953-03-17

Privileges Upon Approval:

GROCERY STORE - BEER/WINE

SPIRITS RETAILER

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

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



Washington State  
Liquor Control Board

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March 19, 2012

Mayor of Gig Harbor

**Re:** Application for a Spirits Retailer License  
**Applicant:** Gig Harbor Spirits, Inc.  
**Principals:** Tracey Schneringer  
**Tradename:** Contract Liquor Store #608 / Gig Harbor Spirits  
**UBI:** 603-002-291-001-0002  
**License No:** 409188-1U  
**New Address:** 3123 56<sup>th</sup> St  
Gig Harbor WA 98335  
**Current Address:** 4904 Borgen Blvd NW Ste A  
Gig Harbor WA 98335

**Contact Name:** Tracey Schneringer

**Phone No:** (253)514-8386

This letter is to notify you that Gig Harbor Spirits, Inc. has applied for a liquor license to sell **spirits** at the new location above in original containers to:

- Consumers for off-premises consumption
- Permit holders
- Retailers licensed to sell spirits for on-premises consumption; and to
- Export spirits

Per state law adopted under Initiative 1183 (RCW 66.24.620 (1)), if this application is approved, sales cannot begin until **June 1, 2012**.

**The applicant's current location is a former WSLCB contract liquor store.** In accordance with Initiative 1183 (RCW 66.24.630 (c)), the Board may not deny a Spirits Retailer license to an otherwise qualified contract liquor store at its contract location. Therefore, this notice is being provided to you as an informational courtesy only.

Alan E. Rathbun, Director  
Licensing & Regulation Division



NOTICE OF LIQUOR LICENSE APPLICATION

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

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 3/19/12

UBI: 603-002-291-001-0002

License: 409188 - 1U County: 27
Tradename: CONTRACT LIQUOR STORE #608
Loc Addr: 3123 56TH ST NW
GIG HARBOR WA 98335
Mail Addr: 1109 14TH AVE
FOX ISLAND WA 98335-2125
Phone No.: 253-514-8386 TRACEY SCHNERINGER

APPLICANTS:
GIG HARBOR SPIRITS, INC.
SCHNERINGER, TRACEY
1969-11-25

Privileges Applied For:
DIRECT SHIPMENT RECEIVER-IN/OUT WA
BEER/WINE SPECIALTY SHOP
SPIRITS RETAILER

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

## CITY OF GIG HARBOR COMMITTEE OUTLINE MINUTES

### Parks Commission

Date: February 1, 2012 Time: 5:00 p.m. Location: Community Rooms A&B Scribe: Terri Reed

**Commission Members and Staff Present:** Commissioners Nick Tarabochia, Robyn Denson, Heidi Holmes and Stephanie Payne;  
**Staff Members:** Public Works Superintendent Marco Malich, Associate Planner Dennis Troy and Terri Reed, Community Development Assistant.

**Others Present:** Matt Hedin, Grette Associates

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
<b>Wilkinson Farm Park Trails</b>	OPEN HOUSE	
	Commission Chair Tarabochia welcomed Heidi Holmes as the new member of the Parks Commission.	
<b>APPROVAL OF MINUTES:</b>	Approval of January 4, 2012 Meeting Minutes	MOTION: Move to approve January 4, 2012 minutes as presented.  Denson / Payne - unanimously approved
<b>OLD BUSINESS:</b>		
<b>Wilkinson Farm Park Trails</b>	<p>Matt Hedin with Grette Associates gave an overview of the wetland assessment and draft conceptual trail plan for Wilkinson Farm Park.</p> <p>Elaine Gerrard, 3916 Rosedale Street, commented that the current parking for the park is inadequate and that she likes the natural, existing trails in the park.</p> <p>Mr. Quinn, 3993 Regatta Court, asked about the need for viewing platforms since the pond is covered six months of the year with a green film. He also had concerns about the park being used as an off-leash</p>	

Topic / Agenda Item	Main Points Discussed	Recommendation/Action Follow-up (if needed)
	<p>dog park.</p> <p>Commission Chair Tarabochia commented that the park is a natural, historical working farm.</p> <p>Eric Guenther, 6703 30<sup>th</sup> St. Ct., Gig Harbor, asked if the overlooks were intended to be blinds and what the plans for accessibility for the trails and the platforms would be.</p>	
<b>Crescent Creek Park Playground</b>	<p>Commission member Payne gave an update on the progress of the playground group. She spoke about the Shane's Inspiration Open House on January 23<sup>rd</sup>. Ms. Payne said that the group hopes to have a conceptual plan for the play structure by April.</p>	
<b>Parks Appreciation Day</b>	<p>Parks Appreciation Day potential parks and projects were discussed. Commission Chair Tarabochia asked Commission member Holmes about her experience with PAD and hoped that she would be interested in becoming more involved in the coordination of the event.</p>	<p>Staff will forward park project list to the Commission prior to March meeting.</p>
<b>Parks Commission Bylaws</b>	<p>Term limits and residency requirements for City Commissions/Boards were discussed.</p>	<p>MOTION: Move that there be no term limits for Parks Commission members.</p> <p>Payne / Tarabochia - unanimously approved</p> <p>MOTION: Move to eliminate the City limits residency requirement but that preference be given to residents??.</p> <p>Denson / Motion died for lack of second</p>
<b>NEW BUSINESS:</b>	None	
<b>PARK UPDATES</b>		
<b>NEXT PARKS MEETING:</b>		March 7, 2012 @ 5:30 p.m.
<b>ADJOURN:</b>		<p>MOTION: Move to adjourn @ 6:44 p.m.</p> <p>Tarabochia / Denson - unanimously approved</p>



## LODGING TAX ADVISORY COMMITTEE MINUTES

**DATE:** March 8, 2012  
**TIME:** 8:45 am  
**LOCATION:** Gig Harbor Civic Center, Executive Conference Room  
**MEMBERS PRESENT:** Sue Braaten, Tom Drohan, Mary DesMarais, Kathy Franklin, Laureen Lund, Janna Mitton, Mona Sarrensen, Warren Zimmerman  
**MEMBERS ABSENT:** Councilmember Derek Young  
**STAFF PRESENT:** Rob Karlinsey, Karen Scott  
**OTHERS PRESENT:** Lindsey Munson

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Meeting was called to order at 8:50 am by Laureen Lund.

Reserve fund use discussion

**Billboard advertising.** Laureen stated the bill board directly on the Gig Harbor side of the Narrows Bridge is not available during the 2012 year. Sue Braaten stressed the importance that the sign express the LODGING availability in Gig Harbor (since LTAC money may be paying for it). Tom Drohan stated he does see the benefit of the billboard. Kathy Franklin stated it would be beneficial. Laureen summed up by stating she thinks that the LTAC has interest. Laureen stated she would get specific figures for that billboard – that she has attempted to contact the owner and not heard from him. Sue said that the Harbor Graphics building is also available for artwork as well and that it would be a cost of the banner and permitting. She continued, 'The building owner would love to work with us.' Laureen stated she would get pricing for the building artwork and information on permitting as well.

**Technology upgrades.** Sue suggested that we continue to invest more in the website, in addition to increasing our mobile site she thinks that a Gig Harbor Ap would be useful. Laureen reminded the committee that an Ap is in the works in the 2012 budget year. Tom expressed interest in Facebook advertising or Expedia as well as other travel sites to increase our web presence. Laureen will get pricing on several on line advertising options and present at the next meeting.

**Harbor History Museum.** Rob proposed use of LT dollars to the Harbor History Museum. He stated, 'The museum is going to be well impacted by the construction

project on Harborview, North Harborview and Donkey Creek Park.' Sue and Mona both stated they could not support that.

**South Sound Sports.** Discussion on supporting the sports commission if the TPA funds are pulled. This would be a 2013 budget item and will be discussed again at that time.

**Electric Car.** Rob presented a proposal which includes installing charging stations at a cost of \$5000 each. However Rob is not recommending LT dollars be spent on this and the committee agreed. Kathy stated the city would score some points by looking green and progressive. Tom asked whether the local power company would dig the ditches, land owner buy the box and the city maintain as a cooperative effort?

- Lindsey Munsen said she found added value by attending the MPI conference, possibly more opportunities like that may be available.
- Tom expressed interest in a strong, significant marketing machine.
- Laureen stated a commercial is the 2012 budget. Pointing out however that television is very expensive.
- Sue suggested another 10 to 20k be dedicated advertising.
- Kathy would be against taking 50k for a tv commercial. She stated her vote is for billboard advertising and tech upgrades.
- Tom asked for 10k in for online advertising, Kathy agreed.
- Sue suggested \$10k in advertising, billboard advertising, \$15k for ap and mobile upgrades.

Laureen stated she will do some research on some more pricing and present them to the committee at the next meeting. Email will be sent shortly with a date

Jannae Mitton asked if the city council can overrule the presentation and still give money to the museum. Laureen stated, 'yes'.

The meeting was adjourned at 9:50 am.

Respectfully submitted,



Karen Scott, Marketing Assistant



Subject: Clarifying Amendment to Section 125 Flexible Spending Arrangement, Plan Documents

Dept. Origin: Administration
Prepared by: Rob Karlinsey
For Agenda of: March 26, 2012

Proposed Council Action:

Adopt the Resolution approving Clarifying Amendment to the city's Section 125 Flexible Spending Arrangement, Plan Documents, Flex-Plan Services Inc.

Exhibits: Clarifying Amendment, Resolution

Initial & Date

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

Table with 4 columns: Expenditure Required, Amount \$1500, Budgeted \$1500, Appropriation Required N/A

INFORMATION / BACKGROUND

On June 9, 2009, the City Council adopted by Resolution No. 792 a Section 125 Cafeteria Plan for Flexible Spending Accounts to provide for pre-tax flexible spending accounts for health and dependent care expenses as negotiated through the Employee Guild Contracts. This amendment to the plan documents is to clarify the Appeals Process, Procedures, and Timelines.

FISCAL CONSIDERATION

The annual Flex Plan Service fee is \$600 plus \$6 per participant. In addition, there is a monthly processing fee of \$5 per participating employee. Flex Plan Services charges \$1.10 per check or statement mailed; however, most employees opted to use the "Benny Card" to avoid these costs. Flex Plan Services provides on-site, annual enrollment and Benefits Fair meetings at no charge.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the Resolution approving clarifying amendment to the employee Section 125 Flexible Spending Arrangement documents.



RESOLUTION NO. 896

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING AMENDMENTS TO THE CITY'S SECTION 125 CAFETERIA PLAN FOR FLEXIBLE SPENDING ACCOUNTS**

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**WHEREAS**, on June 9, 2009, Council adopted Resolution No. 792 implementing flexible spending accounts for the employees; and

**WHEREAS**, this flexible benefits plan (FSA) has been amended to clarify processes, procedures, and timeliness of the claims appeal process; now, therefore,

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

Section 1. The City Council hereby approves the Clarifying Amendment to the City's Flexible Spending Arrangement attached hereto as Exhibit A and incorporated herein, effective March 26, 2012. Agents of the City are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

Section 2. Because this is a clarifying amendment the authorized agents of the City shall act as soon as possible to notify City employees of the adoption of this amendment by delivering to each employee a copy of the Participant Communication attached hereto as Exhibit B and incorporated herein.

RESOLVED by the City Council this 26th day of March, 2012.

APPROVED:

\_\_\_\_\_  
Steven K. Ekberg, Mayor Pro Tem

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

Filed with the City Clerk: 03/20/12  
Passed by the City Council: 03/26/12  
Resolution No. 896

EXHIBIT A

**CITY OF GIG HARBOR FLEXIBLE SPENDING ARRANGEMENT  
CLARIFYING AMENDMENT**

**ARTICLE I  
PREAMBLE**

- 1.1 Adoption and effective date of amendment. The Employer adopts this Amendment to the CITY OF GIG HARBOR FLEXIBLE SPENDING ARRANGEMENT (the "Plan") to clarify processes, procedures, and timelines of the claims appeal process. This Amendment shall be effective upon the effective date.
- 1.2 Supersession of inconsistent provisions. This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

**ARTICLE II  
EFFECTIVE DATE**

- 2.1 Effective Date. This Amendment is effective 26 March, 2012.

**ARTICLE III  
GENERAL RULES**

- 3.1 Clarification of Flexible Spending Arrangement Appeals Process, Procedures, and Timelines.

If a day care or health care flexible spending arrangement claim is denied in whole or in part, the participant will receive written notification. The notification will include the reason(s) for the denial, a description of any additional information needed to process the claim, and an explanation of the claims procedure. The participant has 180 days after receipt of the denial to submit a written request for reconsideration of the denial to the claims administrator.

Any request may include documents or records in support of the appeal and the participant may review pertinent documents and submit issues and comments in writing. The claims administrator will review the appeal and provide, within 30 days, a written response (extended by reasonable time if necessary). In this response, the claims administrator will explain the reason for the decision, with reference to the provisions of the Plan on which the decision is based, if necessary. If the participant disagrees with the level one appeal decision they may submit a request for a level two appeal to be determined by the Employer. The request for level two appeal must be submitted within 60 days of receipt of the level one denial notice. The participant will be notified with the final decision within 30 days after the Employer receives the appeal (extended by reasonable time if necessary). The Employer has the exclusive right to interpret the appropriate Plan provisions. Decisions of the Employer are conclusive and binding.

Both level one and level two appeals must be submitted by written request by email, fax, or mail to Flex-Plan. The participant must indicate either level one or two appeal on the email, fax, or letter.

Email: [claims@flex-plan.com](mailto:claims@flex-plan.com)

Fax: 425-451-7002 or 866-535-9227

Mail to: Flex-Plan Services, PO Box 53250, Bellevue WA 98015.

This Amendment has been executed 26 March, 2012.

Name of Employer: City of Gig Harbor WA

By: \_\_\_\_\_  
Steven K. Ekberg, Mayor Pro Tem

EXHIBIT B

PARTICIPANT COMMUNICATION  
for the

CITY OF GIG HARBOR FLEXIBLE SPENDING ARRANGEMENT

March 26, 2012

- (1) **General.** This communication has information regarding the City of Gig Harbor FLEXIBLE SPENDING ARRANGEMENT (the "Plan"). This Participant Communication supplements the Summary Plan Description ("SPD") previously provided to you.
- (2) **Clarification of Flexible Spending Arrangement Appeals Process, Procedures, and Timelines.**

If a day care or health care claim under the Plan is denied in whole or in part, you will receive written notification. The notification will include the reason(s) for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. You must submit a written request for reconsideration of the denial to the claims administrator within 180 days after receipt of the denial.

Any such request should be accompanied by documents or records in support of your appeal. You may review pertinent documents and submit issues and comments in writing. The claims administrator will review the appeal and provide, within 30 days, a written response to the appeal (extended by reasonable time if necessary). In this response, the claim administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based if necessary. If you disagree with the level one appeal decision you may submit a request for a level two appeal to be determined by the Employer. You must submit your request for level two appeal within 60 days of receipt of the level one denial notice. You will be notified with the final decision within 30 days after the Employer receives the appeal (extended by reasonable time if necessary). The Employer has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

You must file both level one and level two appeals by submitting a written request by email, fax, or mail to Flex-Plan. Indicate either level one or two appeal on the email, fax, or letter.

Email: [claims@flex-plan.com](mailto:claims@flex-plan.com)

Fax: 425-451-7002 or 866-535-9227

Mail to: Flex-Plan Services, PO Box 53250, Bellevue WA 98015.



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

**Subject:** Second Reading - Ordinance allowing water and sewer extensions to properties within the Urban Growth Areas of the City without the requirement to first annex.

**Proposed Council Action:** Adopt Ordinance No. 1235 allowing the extension of water and sewer service to properties within the City's Urban Growth Area without a requirement to annex the property.

**Dept. Origin:** Planning Department

**Prepared by:** Angela Belbeck, City Attorney;  
Tom Dolan, Planning Director *TD*

**For Agenda of:** March 26, 2012

**Exhibits:** Ordinance

	Initial & Date
<b>Concurred by Mayor:</b>	_____
<b>Approved by City Administrator:</b>	<u>RSK</u>
<b>Approved as to form by City Atty:</b>	<u>by email</u>
<b>Approved by Finance Director:</b>	_____
<b>Approved by Department Head:</b>	<u>TD 3/26/12</u>

<b>Expenditure Required</b>	\$ n/a	<b>Amount Budgeted</b>	\$ n/a	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

Currently Gig Harbor Municipal Code 13.34.040 requires that anyone owning property outside of the City limits but within the City's urban growth boundary must annex their property as a condition of connecting to the City's sanitary sewer system or water supply. While State law allows the City to establish reasonable conditions to allow such connections, the requirement to annex prior to receiving sewer and water service may be problematic for certain property owners given that annexation may include properties owned by others who may not be in favor of annexation or may be denied by the Boundary Review Board. Allowing connections by property owners without the need for annexation will ensure urban density development in the Urban Growth Area in a manner consistent with countywide planning policies. The City Council considered this ordinance at first reading at the March 12, 2012, council meeting and requested the ordinance be returned for approval on the consent agenda.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning and Building Committee recommends adoption of the ordinance.

**RECOMMENDATION/MOTION**

Adopt Ordinance No. 1235 allowing the extension of water and sewer service to properties within the City's Urban Growth Area without a requirement to annex the property.

ORDINANCE NO. 1235

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PROVISION OF WATER AND SEWER SERVICE OUTSIDE THE CITY LIMITS; AMENDING SECTIONS 13.04.080 AND 13.32.030 OF THE GIG HARBOR MUNICIPAL CODE RELATING THE GENERAL FACILITY CHARGE FOR WATER AND SEWER CONNECTIONS OUTSIDE THE CITY LIMITS; REPEALING CHAPTER 13.34 OF THE GIG HARBOR MUNICIPAL CODE AND REPLACING WITH A NEW CHAPTER 13.34 ESTABLISHING CONDITIONS FOR OWNERS OF PROPERTY IN OUTSIDE THE CITY LIMITS TO RECEIVE WATER OR SEWER SERVICE FROM THE CITY; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

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WHEREAS, RCW 35.67.310 and RCW 35.92.200 authorize the City to provide water and sewer service to property beyond the city limits; and

WHEREAS, the City may provide water and sewer service to property beyond its limits under such terms, conditions and payments as may be required by the City and evidenced in a written agreement between the City and the property owners; and

WHEREAS, the Washington State Supreme Court has held that the conditions a city may impose on the provision of such service are not limited to those relating to capacity, as long as they are reasonable and lawful (*MT Development LLC v. City of Renton*, 140 Wn. App. 422 (2007), *Yakima County Fire Protection District v. Yakima*, 122 Wn.2d 371 (1993)); and

WHEREAS, the City of Gig Harbor currently provides water and sewer to property lying outside the City limits upon the applicant's compliance with the City's conditions as set forth in chapter 13.34 GHMC, including a condition for properties within the urban growth area to annex as a condition of connection; and

WHEREAS, the City Council desires to remove the requirement for annexation of properties in the urban growth area as a condition of connection; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance for this Ordinance on February 6, 2012; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on March 12, 2012; Now, therefore,

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

Section 1. Section 13.04.080 of the Gig Harbor Municipal Code is hereby amended to add a new subsection C to read as follows:

**13.04.080 Water system general facility charge.**

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

<b>Meter Size</b>	<b>Capacity Factor(s)</b>	<b>General Facility Charge</b>
3/4"	1.0	\$ 6,180.00
1"	1.67	10,320.00
1-1/2"	3.33	20,580.00
2"	5.33	32,940.00
Over 2"		Negotiable

B. Any remodel and/or use change shall pay the difference between the new use and/or size and the previous use and/or size. No refund shall be allowed for use and/or size reduction.

C. Water system general facility charge for connections outside the city limits shall be charged at 1.5 times the city rates.

Section 2. Section 13.32.060 - Amended. Section 13.32.060(A) of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.060 Sewer general facilities charges.**

A. The city shall impose a sewer general facilities charge of \$8,540 per equivalent residential unit to connect to the sewer system. The sewer general facilities charge for connection to the Shorecrest Community Septic System is \$13,300 per equivalent residential unit. The sewer general facilities charge for all other sewer connections outside the city limits shall be charged at 1.5 times the standard city rate.

Section 3. Chapter 13.34 of the Gig Harbor Municipal Code is repealed in its entirety and replaced with the following new chapter 13.34 to read as follows:

**Chapter 13.34**  
**WATER AND SEWER SERVICE OUTSIDE CITY LIMITS**

Sections:

- 13.34.010 City's authority to provide service outside city limits
- 13.34.020 Water and sewer service outside the urban growth area
- 13.34.030 Water and sewer service application
- 13.34.040 Utility Extension Agreement

**13.34.010 City's authority to provide service outside city limits.**

The city is authorized, pursuant to RCW 35.67.310 and 35.92.200, to provide sewer and water service to property outside the city limits. The city's provision of such service is not mandatory. This chapter establishes the conditions imposed by the city on such service.

**13.34.020 Water and sewer service outside the urban growth area.**

Pursuant to RCW 36.70A.110(4), the city may only extend water and sewer outside the urban growth area in those limited circumstances shown to be necessary to protect basic public health and safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development.

**13.34.030 Water and sewer service application.**

Any person owning property outside the city limits and desiring to have their property connected to the city's water supply system or sewer system shall make application at the office of the city clerk for both a concurrency certificate and the actual connection, on the appropriate form. Every such application shall be made by the owner of the property to be connected and supplied the service, or by his/her authorized agent. The property owner must state fully the purposes for which the water and/or sewer service is required and for properties outside the urban growth area, must also describe the manner in which the application satisfies the requirements in GHMC 13.34.020. In addition, the property owner must agree to sign a utility extension agreement with the all of the elements set forth in this chapter, and conform to the city's regulations concerning water and sewer service set forth in this title, as the same now exists or may be amended in the future. If the city receives such application, approves it under the procedures set forth herein, and subsequently issues a water or sewer concurrency certificate, such certificate shall expire within one year of the date of issuance if the applicant does not pay the required fees and request an actual hook-up or connection to the subject property within that time period.

**13.34.040 Utility Extension Agreement.**

A. Every applicant for water and/or sewer service outside the city limits, including, but not limited to, municipal corporations or quasi-municipal



corporations such as water, sewer or fire districts, must agree to sign an agreement with the city, which conditions the provision of the service on the following terms:

1. Agreement to Run with the Property. The agreement shall be recorded against the property in the Pierce County auditor's office, and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.
2. Warranty of Title. The agreement shall be executed by the owner of the property, who shall also warrant that he/she is authorized to enter into such agreement.
3. Costs of Design, Engineering and Construction of Extension. The owner shall agree to pay all costs of design, engineering and construction of the extension, which shall be accomplished to city standards and conform to plans approved by the city public works director. Costs of plan review and construction inspection shall also be paid by the owner.
4. Capacity Commitment Payments. The owner shall agree to pay for the city's reservation of sewer and/or water capacity, which is calculated as a percentage of the connection fee for the sewer and/or water service. Such payments shall be made under the payment schedule determined by the city.
5. Easements and Permits. The owner shall secure and obtain at the owner's sole cost and expense, all permits, easements and licenses necessary to construct the extension.
6. Dedication of Capital Facilities. The owner shall agree to dedicate all capital facilities constructed as part of the water and sewer extension (such as water or sewer main lines, pump stations, wells, etc.), at no cost to the city, upon the completion of construction, approval and acceptance by the city.
7. General Facilities Charges. The owner shall agree to pay the general facilities charges set by the city in GHMC 13.04.080(C) and/or 13.32.060 (as these sections now exist or may hereafter be amended), as a condition of connecting to the city water and/or sewer system. Such connection charges shall be calculated at the rate schedules applicable at the time of actual connection.
8. Agreement Not to Protest Annexation. The owner shall provide the city with an irrevocable power of attorney to allow a city representative to sign a petition for annexation on behalf of the property owner or the property

owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the city.

9. Waiver of Right to Protest LID. If, at the time of execution of the agreement, the city has plans to construct certain improvements that would specially benefit the owner's property, the agreement shall specifically describe the improvement. The owner shall agree to sign a petition for the formation of an LID or ULID for the specified improvements at the time one is circulated, and to waive his/her right to protest formation of any such LID or ULID.

10. Development of Property to Conform to Applicable City Public Works Standards and Utility Regulations. The owner shall agree to comply with all of the requirements of the city's public works standards relating to water and/or sewer and utility regulations when developing or redeveloping the property subject to the agreement. The property owner shall be required to apply for and obtain a water and/or sewer concurrency certificate prior to making application for a utility extension agreement.

11. Termination for Noncompliance. In addition to all other remedies available to the city for the owner's noncompliance with the terms of the agreement, the city shall have the ability to disconnect the utility, and for that purpose may at any time enter upon the property.

B. Review and Approval of Application. The city council shall review the application and may, in its sole discretion, allow the extension or expansion of sewer service, if the council finds that:

1. The application conforms to all elements of this section, and the applicant has signed a utility extension agreement conforming to subsection A of this section; and

2. The city's wastewater treatment plant and NPDES permit will not be affected by the extension or expansion; and

3. The extension or expansion must be consistent with the goals of the city's sewer comprehensive plan and other applicable law, including, but not limited to, the State Environmental Policy Act (SEPA).

C. Conditions. The council's approval of any extension or expansion under this section may be conditioned. Such conditions may include, but are not limited to:

1. Restrictions may be placed on the hours that the city will accept sewage flow from the property;

2. Restrictions may be placed on the amount of sewage flow or water provided to the applicant;

3. The property owner shall have the responsibility to maintain and operate his/her/its own facilities.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

PASSED by the Council and approved by the Mayor Pro Tem of the City of Gig Harbor, this 26th day of March, 2012.

CITY OF GIG HARBOR

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Mayor Pro Tem Steve Ekberg

ATTEST/AUTHENTICATED:

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Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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Angela S. Belbeck

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL: 3/26/2012  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO: 1235



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Second Reading - Extension of Interim Regulations re: Medical Cannabis Collective Gardens

**Proposed Council Action:** Adopt ordinance

**Dept. Origin:** Planning/Legal

**Prepared by:** Angela Belbeck

**For Agenda of:** March 26, 2012

**Exhibits:** Draft ordinance, ORD 1218 and ORD 1222

Initial &  
Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

\_\_\_\_\_  
ASK  
Yes  
\_\_\_\_\_  
N/A  
\_\_\_\_\_  
TD 3/26/12

<b>Expenditure Required</b>	n/a	<b>Amount Budgeted</b>	n/a	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

In the 2011 legislative session, the Washington State legislature considered a bill (E2SSB 5073) relating to medical use of cannabis (marijuana). On April 29, 2011, Governor Gregoire vetoed the portions of the bill that would have provided the basis under state law for legalizing and licensing medical cannabis "dispensaries," processing facilities and production facilities. Governor Gregoire approved Section 403 of the bill, now codified at RCW 69.51A.085, which provides that qualifying patients may create and participate in "collective gardens" for the purpose of producing, processing, transporting, and delivering cannabis for medical use subject to the following conditions:

- (1) No more than 10 qualifying patients may participate in a single collective garden at any time;
- (2) A collective garden may contain no more than 15 plants per patient up to a total of 45 plants;
- (3) A collective garden may contain no more than 24 ounces of useable cannabis per patient up to a total of 72 ounces;
- (4) A copy of each qualifying patient's valid documentation, including a copy of the patient's proof of identity, must be available at all times on the premises of the collective garden; and
- (5) No useable cannabis from the collective garden is delivered to anyone other than one of the qualifying patients participating in the collective garden.

Note that a collective garden is not the only means for qualifying patients to acquire medical cannabis under state law. Under Section 401 of the legislation, codified at RCW 69.51A.040, qualifying patients may grow up to 15 plants and: (i) possess no more than 24 ounces of usable cannabis; (ii) possess no more cannabis product than what could reasonably be produced with no more than 24 ounces of usable cannabis; or (iii) a combination of usable cannabis and cannabis product that does not exceed a combined total. Although Governor Gregoire vetoed the definition of

"cannabis product," one can reasonably interpret this to include edible products (baked goods), tinctures and lotions.

RCW 69.51A.140 authorizes cities to adopt and enforce zoning and health and safety requirements on the production, processing, and dispensing of cannabis or cannabis products within their jurisdictions. Without adopting land use regulations for collective gardens, collective gardens could locate in places within the City that may have uses incompatible with collective gardens, such as residential zoning districts and areas near schools, day cares, parks, community centers and facilities such as the Boys and Girls Club and YMCA. Separation requirements between collective gardens will avoid the risk that collective gardens locate on a single parcel and essentially become a large grow operation.

As authorized by state law, on July 11, 2011, the City Council approved Ordinance No. 1218 establishing interim regulations for medical cannabis collective gardens. On July 25, 2011, the City Council held a public hearing on the regulations and adopted Ordinance No. 1222, making additional findings of fact and amending Ordinance No. 1218. The interim regulations will remain in effect until April 11, 2012 unless the interim regulations are extended or new regulations are adopted. No known gardens have been established since Ordinance No. 1218 became effective.

The federal Controlled Substances Act prohibits possession and distribution of marijuana without an exception for medical marijuana. As such, provisions of Washington State medical cannabis laws which authorize possession and distribution of marijuana conflict with federal law. This conflict creates uncertainty regarding regulation of medical cannabis collective gardens. That uncertainty has been magnified by recent federal law enforcement actions against medical cannabis operations in the state and by a recent decision from the California Court of Appeal that a city cannot permit an activity that violates the federal Controlled Substances Act. (*Pack v. City of Long Beach*, 199 Cal.App.4th 1070 (October 4, 2011) (petition for state supreme court review filed; decision on whether the court will hear expected in Spring 2012)). More locally, participants in medical cannabis collective gardens have sued the City of Seattle alleging, among other things, that the City's licensing requirement prohibits the plaintiffs from exercising their Fifth Amendment right against self-incrimination, acknowledging that "*Since collective gardens are engaged in the purchase, transportation, possession, and distribution of marijuana, they are per se illegal under [the Washington Controlled Substances Act]... Medical marijuana remains illegal for any purposes under [the federal Controlled Substances Act].*" There was a bill before the legislature that could have impacted local regulations (SSB 6265) that died (2/16/12) but may be revived, there are potential impacts should Initiative 502 be approved by Washington voters.

After adoption of Ordinance No. 1218, the intent was to adopt "permanent" medical cannabis collective garden regulations before the the interim regulations expired. Due to recent law enforcement activities, lawsuits and other potential changes to state law, staff now recommends extending the interim regulations to protect the public health, safety and welfare until the issues created by the conflict between state and federal law are addressed. The Planning Commission will conduct a public hearing in Summer of 2012 incorporating recommendations of the city attorney in response to changes in the legal landscape.

**FISCAL CONSIDERATION:** None.

**BOARD OR COMMITTEE RECOMMENDATION:** None.

**RECOMMENDATION/MOTION:** Adopt ordinance

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, RELATING TO LAND USE AND ZONING;  
EXTENDING INTERIM ZONING CODE AMENDMENTS  
RELATING TO MEDICAL CANNABIS COLLECTIVE  
GARDENS; PROVIDING FOR SEVERABILITY; AND  
ESTABLISHING AN EFFECTIVE DATE.**

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WHEREAS, Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998 and now codified as chapter 69.51A RCW, created an affirmative defense for “qualifying patients” to the charge of possession of marijuana (cannabis); and

WHEREAS, in 2011 the Washington State Legislature considered a bill (E2SSB 5073) that would have authorized the licensing of medical cannabis dispensaries, production facilities, and processing facilities; and

WHEREAS, on April 29, 2011, Governor Gregoire vetoed the portions of E2SSB 5073 that would have provided the basis under state law for legalizing and licensing medical cannabis dispensaries, processing facilities and production facilities, thereby making these activities illegal; and

WHEREAS, in order to provide qualifying patients with access to an adequate, safe, consistent and secure source of medical quality cannabis, E2SSB 5073 also contained a provision, now codified as RCW 69.51A.085, authorizing “collective gardens” which would authorize qualifying patients the ability to produce, grow, process, transport and deliver cannabis for medical use, and that provision was approved by Governor Gregoire, effective on July 22, 2011; and

WHEREAS, E2SSB 5073, as approved and now codified at RCW 69.51A.140 authorized cities to adopt and enforce zoning requirements regarding production and processing of medical cannabis; and

WHEREAS, as authorized under RCW 35A.63.220 and RCW 36.70A.390, the Gig Harbor City Council approved Ordinance No. 1218 on July 11, 2011 adopting interim regulations for Medical Cannabis Collective Gardens that were effective and in full force immediately for a period of nine months, as amended by Ordinance No. 1222 approved after a public hearing on July 25, 2011; and

WHEREAS, the federal Controlled Substances Act and state laws regarding marijuana and cannabis are contradictory and those contradictions are unresolved so there are uncertainties in the area of local regulation of medical cannabis operations; and

WHEREAS, recent federal law enforcement actions against medical cannabis operations in the State of Washington and a recent decision from the California Court of Appeal (*Pack v. City of Long Beach*, 199 Cal.App.4th 1070 (October 4, 2011)) that a city's ordinance establishing a permit system for medical marijuana is preempted by the federal Controlled Substances Act further illustrate the uncertainty local governments must deal with; and

WHEREAS, the City Council deems it to be in the public interest to extend the interim zoning regulations but to not codify permanent regulations due to the uncertainties; and

WHEREAS, RCW 35A.63.220 and RCW 36.70A.390 authorize the City to extend interim regulations for a period of six months after a public hearing and adoption of findings justifying the same; and

WHEREAS, the Gig Harbor City Council held a public hearing on March 12, 2012, to take public testimony relating to this ordinance; and

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

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

**Section 1. Purpose.** The purpose of this ordinance is to extend the interim regulations set forth in Ordinance No. 1218 for a period of six months.

**Section 2. Findings in Support of Extending Interim Regulations.** In addition to the findings previously made as set forth in Ordinance No. 1218, and Ordinance No. 1222, the Gig Harbor City Council makes the following additional findings:

1. The City Council adopts the recitals set forth above in support of extending the interim regulations originally adopted under Ordinance No. 1218.

2. \_\_\_\_\_  
\_\_\_\_\_

**Section 3. Extension of Interim Zoning Regulations.** The duration of the interim zoning regulations shall remain in effect for an additional period of six months, and shall automatically expire at that time unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent regulations prior to that date.

**Section 4. Planning Commission Work Plan.** The City of Gig Harbor Planning Commission is hereby directed to review the interim regulations in the Summer of 2012,

to consider recommendations of the city attorney in response to changes in law, and to make a recommendation on whether the regulations, or some modification thereof, should be permanently adopted. The Gig Harbor Planning Commission is directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Gig Harbor City Council by the end of September, 2012.

**Section 5. Transmittal to Department.** Pursuant to RCW 36.70A.106, this Ordinance shall be transmitted to the Washington State Department of Commerce.

**Section 6. Severability.** If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 7. Publication.** This Ordinance shall be published by an approved summary consisting of the title.

**Section 8. Effective Date.** This Ordinance shall be published and shall take effect and be in full force five (5) days after the date of publication.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of \_\_\_\_\_, 2012.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:



ORDINANCE NO. 1218

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; ADOPTING INTERIM ZONING CODE AMENDMENTS RELATING TO MEDICAL CANNABIS COLLECTIVE GARDENS; AMENDING SECTION 17.14.020 GHMC; SETTING A PUBLIC HEARING FOR JULY 25, 2011, IN ORDER TO TAKE PUBLIC TESTIMONY REGARDING THE INTERIM ZONING CODE AMENDMENTS; ADOPTING A PLANNING COMMISSION WORK PLAN; PROVIDING FOR SEVERABILITY; DECLARING AN EMERGENCY AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.**

---

WHEREAS, Initiative Measure No. 692, approved by the voters of Washington State on November 30, 1998 and now codified as chapter 69.51A RCW, created an affirmative defense for "qualifying patients" to the charge of possession of marijuana (cannabis); and

WHEREAS, this year the Washington State Legislature considered a bill (E2SSB 5073) that would legalize by authorizing the licensing of medical marijuana or cannabis dispensaries, production facilities, and processing facilities; and

WHEREAS, on April 29, 2011, Governor Gregoire vetoed the portions of E2SSB 5073 that would have provided the legal basis for legalizing and licensing medical marijuana or cannabis dispensaries, processing facilities and production facilities; and

WHEREAS, E2SSB 5073 also contained a provision authorizing "collective gardens" which would authorize qualifying patients the ability to produce, grow, transport and deliver cannabis for medical use, and that provision was approved by Governor Gregoire and becomes effective on July 22, 2011; and

WHEREAS, E2SSB 5073, as approved further authorized cities to adopt and enforce zoning requirements regarding production and processing of medical cannabis; and

WHEREAS, as part of the process for the adoption of zoning regulations, the land use impacts of collective gardens must be identified; and

WHEREAS, because the land use impacts of growing medical marijuana have been experienced in other jurisdictions, the City of Gig Harbor may look to the experiences of other jurisdictions in drafting zoning regulations for collective gardens; and

WHEREAS, many jurisdictions around the country that have approved medical marijuana uses have experienced numerous land use impacts, such as:

- conversion of residential uses into marijuana cultivation and processing facilities, removing valuable housing stock in a community;
- degrading neighborhood aesthetics due to shuttered up homes, offensive odors; increased night-time traffic; parking issues; loitering from potential purchasers looking to buy from a collective member;
- environmental damages from chemicals being discharged into surrounding and off-site soil and storm and sanitary sewer systems;

- serious risk of fire hazard due to overloaded service connections used to operate grow lights and fans;
- improper ventilation leading to high levels of moisture and mold;
- illegal structural modifications; and
- criminal issues such as home invasions, burglaries and cannabis facilities, theft and property damage; and

WHEREAS, unless interim zoning regulations are imposed, collective gardens may be established within the City of Gig Harbor while the City lacks the necessary tools to ensure that the location is appropriate and that the secondary impacts of such facilities are minimized and mitigated; and

WHEREAS, the City Council deems it to be in the public interest to establish interim zoning regulations related to medical cannabis collective gardens until the City can consider all of the land use impacts of collective gardens, draft regulations, hold hearings and adopt new regulations on the subject in light of the new legislation; and

WHEREAS, the City Council may adopt interim zoning regulations effective for up to one year if a work plan is developed for related studies, necessitating such longer period (RCW 35A.63.220, RCW 36.70A.390); and

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

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

Section 1. Purpose. The purpose of this interim zoning ordinance is to enact minimum zoning regulations relating to collective gardens, which both allow collective gardens as a use (under the limitations herein) and also provides notice to those intending to operate and participate in collective gardens that the City is considering additional and more comprehensive zoning regulations on the subject.

Section 2. Preliminary Findings. The recitals set forth above are hereby adopted as the Gig Harbor City Council's preliminary findings in support of the interim zoning regulations imposed by this ordinance. The Gig Harbor City Council may, in its discretion, adopt additional findings after conclusion of the public hearing referenced in Section 7 below.

Section 3. Definitions. The definitions set forth in RCW 69.51A.010 are incorporated herein by this reference. In addition, the following definitions shall apply:

A. "Marijuana" or "cannabis" means all parts of the plant *Cannabis*, whether growing or not;

B. "Medical marijuana or cannabis collective garden" or "collective garden" means A garden in an enclosed, permanent structure, where qualifying patients engage in the production, processing, and delivery of cannabis for medical use as set forth in chapter 69.51A RCW and subject to the limitations therein and in this ordinance.

C. "Usable cannabis" means dried flowers of the *Cannabis* plant having a tetrahydrocannabinol (THC) concentration greater than three-tenths of one percent per weight or volume. Useable cannabis excludes stems, stalks, leaves, seeds and roots. For purposes of this subsection, "dried" means containing less than fifteen percent moisture content by weight.

D. "Youth oriented facility" means facilities owned or operated by non-profit organizations for the purpose of providing recreational and/or educational opportunities for youth including but not limited to Boys & Girls Clubs, YMCAs, YWCAs, little league baseball and other youth sports associations.

Section 4. Interim Zoning Regulations.

A. Zoning Districts. Medical marijuana or cannabis collective gardens shall be allowed as a conditional use in the following zoning districts and no others: ED.

B. Separation Requirements. No collective garden shall be permitted within 500 feet from any existing collective garden, residential zoning district, public park, community center, elementary or secondary school (public and private), commercial child care business or youth oriented facility. The measurement shall be taken in a straight line from property boundary to property boundary.

C. Additional Requirements. A collective garden must be in a permanent structure designed to comply with the City Building Code and constructed under a building permit from the City regardless of the size or configuration of the structure. Outdoor collective gardens are prohibited. No production, processing or delivery of cannabis may be visible to the public. A collective garden must meet all requirements under E2SSB 5073, including but not limited to limitations on number of members, number of plants, amount of usable cannabis on site, maintenance of each member's valid documentation of qualifying patient status.

D. Applications. In addition to the application requirements for a conditional use set forth in GHMC 17.64.015, an application for a collective garden shall include the following information:

- i. Site plan;
- ii. Floor plan;
- iii. Number of cannabis plants to be grown;
- iv. Electrical and ventilation plans;
- v. Contact person;
- vi. Proof of property ownership or permission from property owner;
- vii. Proof the person signing the application is a qualifying patient;
- viii. Vicinity map showing all collective gardens, public parks, community centers, elementary or secondary schools, commercial child care businesses, youth oriented facilities and boundaries of residential zoning districts within 500feet of the parcel proposed for the collective garden; and
- vix. A survey performed by a surveyor licensed by the State of Washington to show the distance to any and all collective gardens, public parks, community centers, elementary or secondary schools, commercial child care businesses, youth oriented facilities and boundaries of residential zoning districts if the proposed collective garden appears to be within 750 feet of any such use.

Section 5. Amendment to Land Use Matrix. Chapter 17.14.020 of the Gig Harbor Municipal Code shall be amended to include a notation that medical marijuana or cannabis collective gardens may be permitted subject to the interim regulations set forth in this ordinance.

Section 6. Duration of Interim Zoning Regulations. The interim zoning regulations adopted by this Ordinance shall commence on the date of adoption of this ordinance. The interim zoning amendments adopted by this ordinance shall remain in effect for a period of nine months, and shall automatically expire at that time unless the same are extended as provided in RCW 36.70A.390 and RCW 35A.63.220 prior to that date, or unless the same are repealed or superseded by permanent amendments prior to that date.

Section 7. Public Hearing. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this interim zoning ordinance within sixty (60) days of its adoption. The Council shall hold this hearing on July 25, 2011, at 5:30 p.m. or as soon thereafter as the business of the City Council shall permit. The City Council may adopt additional findings justifying the interim zoning regulations after the close of the hearing or during the next City Council meeting immediately following.

Section 8. Planning Commission Work Plan. The City of Gig Harbor Planning Commission is hereby directed to review the interim amendments in the winter of 2012 and to make a recommendation on whether said amendments, or some modification thereof, should be permanently adopted. The Gig Harbor Planning Commission is directed to complete its review, to conduct such public hearings as may be necessary or desirable, and to forward its recommendation to the Gig Harbor City Council by the end of February, 2012.

Section 9. Transmittal to Department. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 10. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

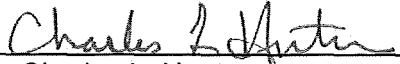
Section 11. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council. Without immediate adoption of interim regulations for medical cannabis collective gardens, collective gardens could locate and operate in the City without restriction, eventually leading to the establishment or operation of such use in locations or conditions that might later be restricted or prohibited in the zoning regulations eventually adopted by the City. The interim zoning regulations must be imposed as an emergency measure to protect the public health, safety and welfare.

Section 12. Publication. This ordinance shall be published by an approved summary consisting of the title.

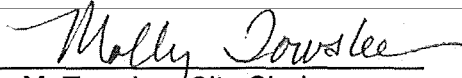
Section 13. Effective Date. This ordinance shall take effect and be in full force immediately upon passage by a majority vote plus one of the whole membership of the Council.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 11th day of July, 2011.


CITY OF GIG HARBOR

  
\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

  
\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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

FILED WITH THE CITY CLERK: 07/11/11  
PASSED BY THE CITY COUNCIL: 07/11/11  
PUBLISHED: 07/20/11  
EFFECTIVE DATE: 07/11/11  
ORDINANCE NO: 1218

ORDINANCE NO. 1222

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; MAKING ADDITIONAL FINDINGS IN SUPPORT OF THE ADOPTION OF INTERIM ZONING REGULATIONS RELATING TO MEDICAL CANNABIS COLLECTIVE GARDENS UNDER ORDINANCE NO. 1218; AMENDING SECTION 3(B) OF ORDINANCE NO. 1218 TO EXPAND THE DEFINITION OF COLLECTIVE GARDEN; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE**

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WHEREAS, on July 11, 2011, the City Council adopted Ordinance No. 1218, establishing immediate interim regulations relating to medical cannabis collective gardens; and

WHEREAS, pursuant to RCW 36.70A.390 and RCW 35A.63.220, a city may adopt interim zoning regulations as long as the city council holds a public hearing on the interim zoning regulations within 60 days of its adoption; and

WHEREAS, the City Council held the public hearing on the interim zoning regulations adopted under Ordinance No. 1218 on July 25, 2011; and

WHEREAS, after considering input from City staff and the public testimony received at the public hearing, the City Council has determined that the interim regulations should be modified; Now, therefore,

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

Section 1. Additional Findings. In support of the interim zoning regulations established by Ordinance No. 1218, and in addition to the findings previously made as set forth in Ordinance No. 1218, the Gig Harbor City Council makes the following additional findings:

1. The City Council has considered the studies and data on file in the City Clerk's office relating to the land use and other secondary impacts associated with medical marijuana and further takes notice of and specifically relies upon the data and studies.

2. The City Council has determined that revising the definition of "medical marijuana or cannabis collective garden" and "collective garden" will encompass all forms of collective gardens that may be authorized under chapter 69.51A RCW.

3. Other: \_\_\_\_\_

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Section 2. Amendment of Ordinance No. 1218

1. Section 3(B) of Ordinance No. 1218 is hereby amended to read as follows:

B. "Medical cannabis collective garden" or "collective garden" means any place, area or garden where qualifying patients engage in the production, processing, and delivery of cannabis for medical use as set forth in chapter 69.51A RCW and subject to the limitations therein and in this ordinance.

2. A new paragraph is added to Section 3 of Ordinance No. 1218 to read as follows:

In addition to the above definitions and as necessary to interpret or apply this ordinance, the City hereby adopts those definitions set forth in chapter 69.51A RCW, as the same now exist or as it may hereafter be amended. In the event chapter 69.51A RCW is amended to include definitions for any of the terms set forth above, the definitions set forth above shall be deemed automatically amended to conform to such amendments.


Section 3. Transmittal to Department. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

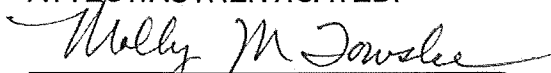
Section 5. Effective Date. This ordinance shall take effect and be in full force and effect five days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this 25th day of July, 2011.


CITY OF GIG HARBOR

  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

  
Angela S. Belbeck

FILED WITH THE CITY CLERK: 07/21/11  
PASSED BY THE CITY COUNCIL: 07/25/11  
PUBLISHED: 08/03/11  
EFFECTIVE DATE: 08/08/11  
ORDINANCE NO: 1222



Business of the City Council  
City of Gig Harbor, WA

**Subject: Employee Wellness Program**

**Proposed Council Action: Adopt the Wellness Program Policy**

**Dept. Origin:** Administration  
**Prepared by:** Rob Karlinsey  
**For Agenda of:** March 26, 2012  
**Exhibits:** Employee Wellness Policy  
Initial & Date  
**Concurred by Mayor:** \_\_\_\_\_  
**Approved by City Administrator:**           RK            
**Approved as to form by City Atty:**           N/A            
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** \_\_\_\_\_

Expenditure	Amount	Appropriation
Required \$1,000	Budgeted \$1,000	Required N/A

**INFORMATION / BACKGROUND**

Workplace wellness is an organized program to assist and support employees in establishing healthier lifestyles. Studies show that certain lifestyle habits turn up over and over again as risk factors (major and minor) for a number of serious diseases and medical conditions.

Employee wellness is considered a potential high return on investment for employers due to rising health care costs. Employees who live more healthy lifestyles tend to have reduced healthcare costs, decreased rates of illness and injury, reduced absenteeism, improved employee relations and morale, and increased productivity.

Association of Washington Cities (AWC) presents an annual WellCity Award to recognize members of the AWC Employee Benefit Trust (EBT) that achieve nine standards of quality in employee health promotion.

Members of the AWC EBT whose 2012 program earns a 2013 WellCity Award will receive a 2% discount of Regence BlueShield/Asuris Northwest Health medical premiums. This discount would then be applied to the 2014 premiums for active employees, spouses, and dependents.

**FISCAL CONSIDERATION**

AWC's WellCity Award Standard #1: Developing Policies & Procedures requires that an annual budget of at least \$10 per full-time employee be allocated. \$1,000 is budgeted in Administration in the 2012 Budget.




**BOARD OR COMMITTEE RECOMMENDATION**

AWC Employee Benefit Trust's WellCity Award program and a draft wellness program policy were introduced to the Finance and Safety Committee at its December 19, 2011 meeting. Committee members directed staff to take to City Council for consideration.

**RECOMMENDATION / MOTION**

**Move to:** Adopt the wellness program policy to establish an Employee Wellness Program and provide for creation of a Wellness Committee to assist with the planning, oversight, management, promotion and execution of the Annual Operating Plan.

	<b>CITY OF GIG HARBOR – POLICIES AND PROCEDURES</b>	
	<b>TITLE: Employee Wellness Program</b>	
<b>POLICY MANUAL SECTION &amp; NO.</b> A-12-01	<b>EFFECTIVE DATE: 03/26/2012</b> <b>REVISED DATE:</b>	<b>APPROVED:</b>

**PURPOSE**

The Employee Wellness Program Policy is established to provide the foundation for the City of Gig Harbor to develop activities and policies, to define mission and goals, to define committee structure and membership requirements, and to identify the mechanisms and resources that will be used to promote and encourage wellness among employees.

In addition to the benefits for employees, positive benefits are likely to extend to families of employees, resulting in better health for families and the community. The health of its employees also has a direct effect on the costs to the City.

**POLICY**

The City of Gig Harbor recognizes that healthy employees are critical to providing quality and efficient services to City citizens. By enacting this policy and creating a committee to develop and carry out a course of action, the City of Gig Harbor recognizes its need to contribute in a positive way, to support and be committed to the overall health and well-being of its employees.

A healthy workforce results in a more productive workforce with less absenteeism, fewer accidents, improved employee relations and morale, and lower health care costs. Participation is voluntary. However, City employees are encouraged to participate in wellness promotions and programs, education classes, and health screening or assessments that help identify and reduce health risks before serious health problems occur or allow better management of existing conditions.

**ADMINISTRATION**

The Wellness Program is budgeted and administered through the Administration Department. A voluntary Wellness Committee will assist with the planning, oversight, management, promotion and execution of the Annual Operating Plan.

All AWC Employee Trust Benefited employees may participate and qualify for incentives of AWC sponsored Wellness events. Non-AWC benefited employees are encouraged to participate in Wellness events but may not receive AWC funded incentive awards.



Business of the City Council  
City of Gig Harbor, WA

**Subject:** Shorecrest Sewer System Rate Study and Connection Fee Analysis  
-- Amendment No. 2 to Consultant Services Contract with Peninsula Financial Consulting

**Proposed Council Action:** Authorize the Mayor to execute an Amendment to Consultant Services Contract with Peninsula Financial Consulting for an amount not to exceed \$1,040 for a revised and final Contract amount equal to \$7,340.

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

**Prepared by:** Stephen Misiurak, PE  
City Engineer

**For Agenda of:** March 26, 2012

**Exhibits:** Amendment #2 to Consultant Services Contract w-Exhibit A

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:** *approved via email 3/20/12*

**Approved by Finance Director:**

**Approved by Department Head:**

Initial & Date

*PK*

*[Signature]* 3/22/12

Expenditure Required	Amount	Amount Budgeted	Appropriation Required	Amount
\$1,040		\$14,000	0	

**INFORMATION / BACKGROUND**

The original contract for this analysis was in the amount of \$3,800 and was approved on December 13, 2010. The original scope of work included the assessment of the ability of current rate payers to fund the long term operation of the system including replacement costs as well as determining a general facility charge (GFC) for this unique and self contained sewer system that is located outside of the City's UGA and is not physically connected to the City's sewer system. The first contract amendment approved on April 11, 2011 in the amount of \$2,500 provided compensation for further analysis pertaining to the calculation of revised O&M costs as well as a list of possible future capital system improvements as well as a cost estimate to connect to the City's municipal system. Additional work included the determination of the appropriate amount of reserves that should be transferred to the Shorecrest capital reserve fund in an effort to make the system pay for itself. This contract amendment provides final payment to Mr. Emery for his attendance at two additional City meetings, and the preparation required in advance of these meetings.

**FISCAL CONSIDERATION**

The originally allocated 2011 Budget for this project was \$14,000. A portion of the project expenditures was paid for in 2011 with the remaining project funding will be coming out of the remaining available project funds carried over from 2011 into 2012. Therefore, sufficient funds are available to fund this amendment.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to execute an Amendment No. 2 to the Consultant Services Contract with Peninsula Financial Consulting in the not to exceed amount of \$1,040 for a final contract total not to exceed \$7,340.

**SECOND AMENDMENT  
TO  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PENINSULA FINANCIAL CONSULTING**

THIS SECOND AMENDMENT is made to that certain Consultant Services Contract dated December 13, 2010 (the "Agreement"), as amended by that certain First Amendment dated April 11, 2011, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Peninsula Financial Consulting, a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in analyzing sewer rates and connection charges for the Shorecrest Community Sewer System and desires to extend consultation services in connection with the project; and

WHEREAS, Section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

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

**Section 2. Compensation.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed One Thousand Forty Dollars and no cents (\$1,040.00), as shown in **Exhibit A**, attached to this Amendment and incorporated herein.

**Section 3. Duration of Work.** Section 4 of the Agreement is amended to extend the duration of this Agreement to April 30, 2012.

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONSULTANT

CITY OF GIG HARBOR

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

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

ATTEST:

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

APPROVED AS TO FORM:

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



Peninsula Financial Consulting

P.O. Box 354

Brinnon, WA 98320

360-379-4903

March 13, 2012

Mr. Steve Misiurak  
City Engineer  
City of Gig Harbor, 98335

SUBJECT': REVISION TO WORK PROPOSAL FOR SHORECREST SEWER ANALYSIS

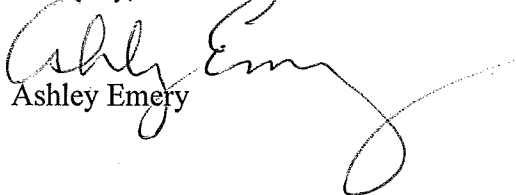
Dear Steve:

The total budget for the Shorecrest rate analysis is \$6,300 as amended in our last revision in March of 2011 that raised the budget from \$3,800 to \$6,300, or an increase of \$2,500. My scope of work and cost estimate for the additional \$2,500 included up to four additional meetings.- In actuality over the intervening months I have participated in 6 additional meetings at the City's request. The additional meetings and scope was expanded to include an analysis of the long term 20 year improvements and estimate of construction costs and resulting impacts to the rate payers if their system was ever connected to the City's sewage system.. My last invoice (#335) included the fourth and last meeting included in the scope of work as well as the cost for two additional meetings.

Prior to my last invoice (#335) the budget had a remaining balance of \$990 which is more than enough to pay for the cost of mileage and time for the fourth meeting; however, the \$990 balance is insufficient to pay for the additional 2 meetings. The total cost of invoice #335 is \$2,030.00 which after adjusting for the remaining balance of \$990 results in a deficit of \$1,040 in the total contract budget. Therefore I request that the current work budget of \$6,300 be amended to \$7,340 to allow for payment for the remaining two meetings that I attended at the request of the City and that were not originally included in the scope of work for this project. This included the additional public outreach meeting at the request of Council that was held on February 6, 2012. Please note that the Shorecrest sewer rate analysis is complete

Please call if you any questions.

Sincerely,

  
Ashley Emery



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

**Subject:** Public Easement for Access and Viewing at the Bayview Building (3323 Harborview Drive)

**Proposed Council Action:** Accept and authorize the Mayor Pro Tem to execute the Public Easement for Access and Viewing substantially in the form attached.

**Dept. Origin:** Planning/Legal

**Prepared by:** Angela Belbeck  
Jennifer Kester

**For Agenda of:** March 26, 2012

**Exhibits:** Easement

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

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

**Approved by Finance Director:**

**Approved by Department Head:**

\_\_\_\_\_

PK  
Yes

\_\_\_\_\_

\_\_\_\_\_

<b>Expenditure Required</b>	n/a	<b>Amount Budgeted</b>	n/a	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

Gig Harbor Marina, Inc. is developing property located at 3323 Harborview Drive, Gig Harbor, WA, commonly known as the "Bayview Building." As a condition of the development approval process and consistent with the Shoreline Management Act, Gig Harbor Marina is required to provide a public viewing platform on the first floor level of the Bayview Building, along with public access to the platform. The public viewing area will be open from 9:00 a.m. until dusk, consistent with the public viewing access at the Sunshine Building. The attached Easement satisfies the public viewing platform requirements under the development approvals (MSPA 04-01 and SDP 04-01, as modified under PL-SDP-10-0002).

**FISCAL CONSIDERATION:** None.

**BOARD OR COMMITTEE RECOMMENDATION:** None.

**RECOMMENDATION/MOTION:** Authorize the Mayor Pro Tem to execute the Public Easement for Access and Viewing substantially in the form attached.



**NON-EXCLUSIVE PUBLIC EASEMENT FOR ACCESS AND VIEWING**

This Easement Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between Gig Harbor Marina, Inc., a Texas corporation (the "Grantor") and the City of Gig Harbor and the public (the "Grantee").

**RECITALS**

WHEREAS, Grantor owns certain real property described in **Exhibit A**, which is attached and incorporated herein by this reference (the "Burdened Property"); and

WHEREAS, the Grantor has applied for certain development permits and approvals from the City of Gig Harbor to construct a commercial building called the "Bayview Building" located at 3323 Harborview Drive within the City of Gig Harbor; and

WHEREAS, the Gig Harbor Hearings Examiner has approved the development permits under certain conditions set out in MSPA 04-01 and SDP 04-01 as modified by the City in a Notice of Decision dated May 11, 2010, PL-SDP-10-0002; and

WHEREAS, as a condition of approval of the applications referenced above, the Burdened Property must provide a viewing area on the first floor level of the Bayview Building by designating a portion of the plaza adjacent to the building as a "viewing platform" signed as public access; and

WHEREAS, the public access to the viewing platform from Harborview Drive and the platform itself is required to be dedicated as a public easement and recorded against the Burdened Property with the Pierce County Auditor prior to building occupancy; and

WHEREAS, Grantor is willing to establish such easement under the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the approval of the development applications cited above, the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby declares as follows:

1. PUBLIC ACCESS EASEMENT

1.1 Establishment of Non-Exclusive Public Easement. Grantor hereby grants and conveys a non-exclusive public easement to Grantee over, upon and across the Burdened Property to the area depicted in **Exhibit A** (the "Easement Area").

1.2 Purpose. The Easement granted herein shall be for the sole purpose of providing pedestrian ingress and egress to the public for viewing purposes only, consistent with chapter 90.58 RCW, the Shoreline Management Act.

1.3 Grantor Reservation. Except as to the Easement Area, Grantor reserves the right to use the Burdened Property for all purposes and Grantor further reserves the right to use the Easement Area for any purpose that is not inconsistent with the rights granted in this Easement, including use by its tenants and invitees and customers for viewing and access, and further reserves the right to grant easements, licenses and permits to others, subject to the rights granted in this Agreement.

1.4 Restrictions on Use. The Easement is for public access and viewing only and shall be open to the public for pedestrian viewing purposes from 9:00 a.m. to dusk. The public is given no rights to loiter, picnic, camp, or conduct other similar uses or activities within the Easement Area unrelated to public access for viewing purposes or which would unreasonably disrupt use of the Bayview Building by the Owner, tenants, guests, licensees and invitees. No member of the public may engage in any unlawful use within the Easement Area, nor is any member of the public given the right to access the Burdened Property other than within and through the Easement Area as depicted in **Exhibit A** to this Agreement.

2. MAINTENANCE. Grantor, at its sole expense, will keep the Easement Area neat and clean and in good and safe condition in compliance with applicable laws.

3. INDEMNIFICATION AND HOLD HARMLESS. Grantor and Grantee will have the full benefit of immunity provided by State law set out in RCW 4.24.200; .210 as presently enacted or thereafter amended.

4. JURISDICTION AND VENUE. In the event that any suit or action shall be brought in connection with any of the terms and conditions of this Agreement, jurisdiction and venue of such action shall be placed in Pierce County, Washington.

5. SEVERABILITY. In the event that any section or part of any section of this Agreement shall be declared invalid by any court of competent jurisdiction, said holdings shall have no effect upon the remaining sections of this Agreement, which shall remain in full force and effect.

6. BINDING EFFECTS; SUCCESSORS AND ASSIGNS; RECORDING. The Easement and rights established herein shall be binding upon and shall inure to the benefit of Grantee and the owners of the Property and their respective heirs, successors and assigns and shall be deemed to be run with the land. This Agreement shall be recorded with the Pierce County Auditor.

7. ENTIRE AGREEMENT. This Agreement and the development approvals which required this Easement as a permit condition contain all of the provisions pertaining to any matters referenced in it, and no prior declarations, agreements or understandings pertaining to any such matters shall be effective for any purpose.

8. APPLICABLE LAW. The Agreement is executed under and shall be construed in accordance with the laws of the state of Washington.

9. TERM; TERMINATION. This Agreement shall be effective as of the date first above written. This Easement is a condition of the development approvals cited above and shall be effective until it is released in a document executed by the duly authorized representatives of both parties. Grantor may request release of this Easement (i) in the event the development approvals are no longer effective due to (a) destruction by fire, act of nature or other causes beyond the control of Grantor, and (b) lapse of time to rebuild under the existing development approvals cited above within the time period allowed by the Gig Harbor Municipal Code and the City's Shoreline Master Program; or (ii) in the event of intentional demolition of the building for which the development approvals were given; or (iii) in the event development approvals are modified or abandoned due to change in use if this Easement is no longer required under the City's Shoreline Master Program or other relevant law. Release of the Easement will not unreasonably be withheld by Grantee. If the Bayview Building is destroyed or intentionally demolished and not rebuilt within the timelines set forth in this section, the Easement shall terminate and Grantee will cooperate in signing and recording documents terminating the Easement.

10. MODIFICATION; RELOCATION. This Easement may be modified or amended by written agreement by the Grantor and Grantee. If Grantor desires to relocate the Easement, Grantor may apply to the City for an amendment to the condition of development approval, to be processed in accordance with then-existing provisions of the Gig Harbor Municipal Code and the City's Shoreline Master Program.

GIG HARBOR MARINA, INC.

CITY OF GIG HARBOR

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

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 he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of GIG HARBOR MARINA, INC, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

SUBSCRIBED and SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

NOTARY PUBLIC in and for the State of Washington

Residing at \_\_\_\_\_, WA.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

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 he/she acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of THE CITY OF GIG HARBOR, to be the free and voluntary act of such municipality for the uses and purposes mentioned in the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

SUBSCRIBED and SWORN to before me this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

NOTARY PUBLIC in and for the State of Washington

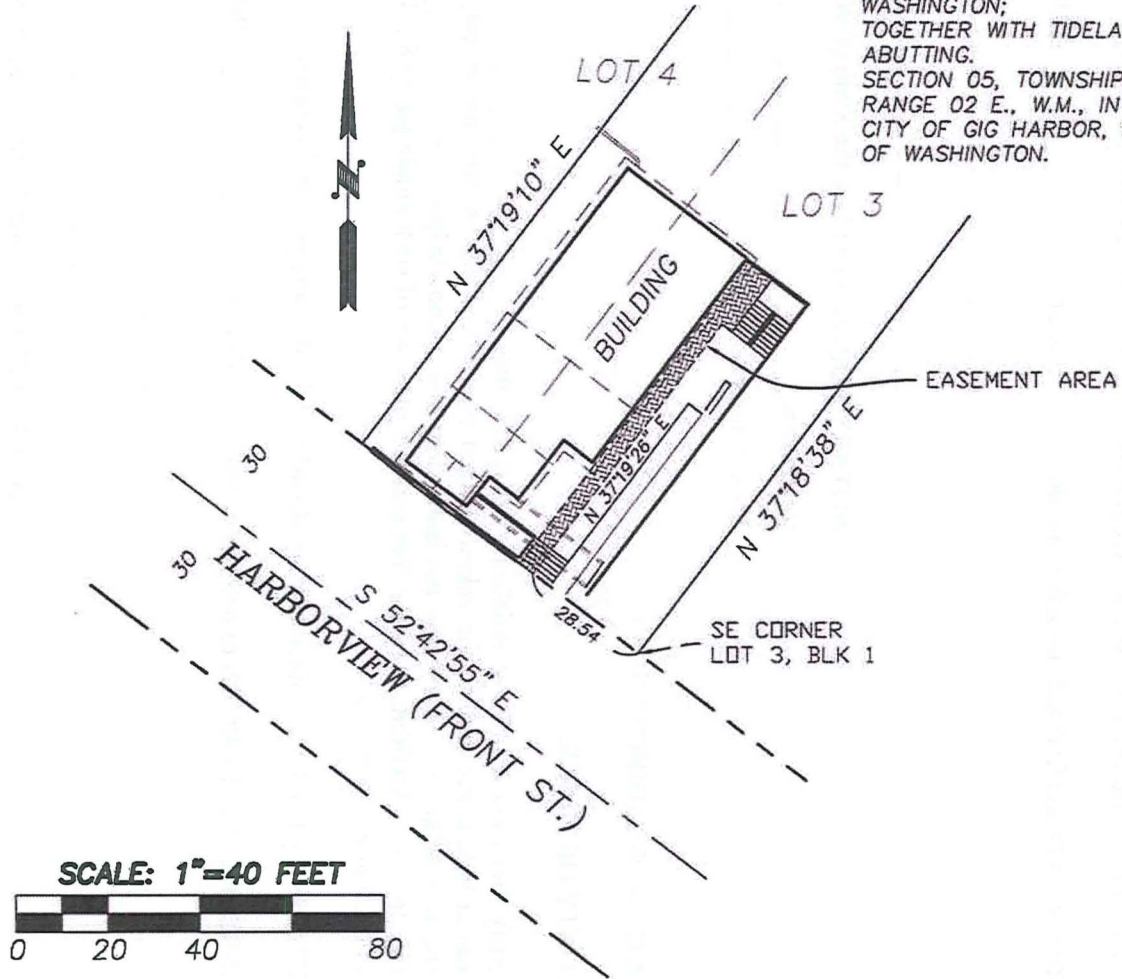
Residing at \_\_\_\_\_, WA.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOT 3 AND THE EAST 25 FEET OF LOT 4, BLOCK 1 OF THE PLAT MILLVILLE IN VOL 2, PAGE 23 OF PLATS RECORDS OF PIERCE COUNTY, WASHINGTON; TOGETHER WITH TIDELANDS ABUTTING. SECTION 05, TOWNSHIP 21 N., RANGE 02 E., W.M., IN THE CITY OF GIG HARBOR, STATE OF WASHINGTON.





Business of the City Council  
City of Gig Harbor, WA

**Subject:** Austin Creek Restoration Project  
Consultant Services Contract Amendment No.1  
- Construction Management Services / Parametrix

**Proposed Council Action:** Approve and authorize the Mayor to execute Consultant Services Contract Amendment No. 1 with Parametrix in the amount of \$39,714.89.

**Dept. Origin:** Public Works/Engineering  
**Prepared by:** Stephen Misiurak, P.E.  
City Engineer  
**For Agenda of:** March 26, 2012  
**Exhibits:** Consultant Services Contract Amendment No. 1 w/ Exhibits A, B & C, Parametrix Invoice for period ending 2/25/12

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_  
**Approved by City Administrator:** RJK  
**Approved as to form by City Atty:** by email 3/22/12  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** [Signature] 3/22/12

Expenditure Required	\$39,714.89	Amount Budgeted	\$454,567.00	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

In 2008, the City received a state Washington State Recreation and Conservation Office (RCO) grant in the amount of \$454,567.00 to develop Austin Estuary Park. Improvements include a pedestrian trail from the street-face with a connection to the Museum and a proposed pocket park, interpretive signage, a viewing platform, fencing (upgrade existing chain link along the parcel line), tree buffers and native vegetation, estuary restoration, wildlife habitat enhancements and seating. Street improvements include entrance delineation, curb, sidewalk and gutter improvements, ADA parking, utilities, lighting and signage. A soft-landing for kayaks and hand-powered watercraft will be part of the site improvements. This project was originally scheduled as part of the Donkey Creek Project.

The RCO grant agreement requires construction expenditures to be complete by May 31, 2012.

At the regularly scheduled March 12<sup>th</sup>, 2012 City Council meeting, Council approved a construction contract with RV and Associates Inc, in the amount of \$264,672.30. This contract amendment with Parametrix in the amount of \$39,714.89 provides payment for services associated with compliance with the necessary City procured State permits including archeological site monitoring during construction along with assisted construction management support services. This amendment also provides payment to the consultant for out of scope work items that were unanticipated at the time that the original work scope was prepared. Since time was of the essence due to the grant expiration of May 2012, work proceeded in order to respond to the permitting agencies' requests and clarifications. A detailed cost breakdown and explanation of this additional work from the consultant is provided and attached herein.



**FISCAL CONSIDERATION**

Funding for this work will come from and be reimbursed through the RCO grant fund. Staff has confirmed with RCO that this expenditure is fully reimbursable under the grant and that that the remaining grant funding will cover the construction costs. Previous expenditures to date and anticipated expenditures are anticipated to amount to \$430,000. Therefore, sufficient funds are available to fund this amendment.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

Approve and authorize the Mayor to execute Consultant Services Contract Amendment No. 1 with Parametrix in the not-to-exceed amount of \$39,714.89 for a revised total contract amount of \$92,599.89.

**FIRST AMENDMENT  
TO  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PARAMETRIX**

THIS FIRST AMENDMENT is made to that certain Consultant Services Contract dated July 12, 2011 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in completing the Austin Estuary Restoration Project and desires to extend consultation services in connection with the project; and

WHEREAS, section 18 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

**Section 1. Scope of Work.** Section 1 of the Agreement is amended to add the work as shown in **Exhibit A – Scope of Work**, attached to this Amendment and incorporated herein, and the work identified in the letter from Consultant to the City dated March 16, 2012, attached hereto as Exhibit C and incorporated herein.

**Section 2. Compensation.** Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Thirty-nine Thousand Seven Hundred Fourteen Dollars and Eighty-nine Cents (\$39,714.89), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

**Section 3. Duration of Work.** Section 4 of the Agreement is amended to extend the duration of this Agreement to July 31, 2012.




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

IN WITNESS WHEREOF, the parties have executed this First Amendment on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONSULTANT

CITY OF GIG HARBOR

By:   
Its Principal

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A

**SCOPE OF WORK**

**City of Gig Harbor  
Austin Estuary**

**CONSTRUCTION SUPPORT SERVICES/CONTRACT ADMINISTRATION**

The scope of work below is on a time and material basis, as needed by the City. The budget associated with this scope shall not exceed without prior authorization from the City.

**Task 01 – Construction Management Services**

*Engineering Office Support Objective*

Provide in-office construction engineering, landscape architect and cultural resource services to assist the City during the construction phase of the project.

*Approach*

The following approach will be taken:

- Attend weekly project meetings (one per month) at the construction site and review minutes and any additional meetings as requested by the City Engineer.
- Review and respond to Contractor's submittals and shop drawings.
- Respond to Contractor's Requests for Information (RFIs).
- Review Contractor's requests for change orders and make recommendation to the City.
- Conduct a final inspection to verify that all outstanding work items are complete.
- Recommend project final acceptance to the City.
- Site inspections for irrigation and plantings.
- Prepare punch list.
- Prepare an archaeological monitoring plan.
- Provide archaeological monitoring.

*Assumptions:*

The following assumptions apply:

- Construction will be in substantial compliance with the plans, specifications and estimates prepared by Parametrix as a previous phase of this project.
- Construction is assumed to be 56 calendar days following a Construction Notice to Proceed. Construction substantially beyond this duration will require additional administration and engineering time, which will be considered extra work.
- Parametrix will not provide construction surveying services. This will be the responsibility of the contractor, per the construction documents.
- Parametrix is anticipating minimal submittals; RFI's and changes to the contract.
- The City will submit the archaeological monitoring report within 15 days of receipt.
- (1) Pre-soil site visit will be conducted by the archaeologist.

## EXHIBIT A

### SCOPE OF WORK (CONTINUED)

- If human remains are found (per Washington State Law) within project area, all archaeological field investigations will cease immediately, proper authorities will be notified and archaeological field investigations will not resume until applicable state laws are addressed.

#### *Deliverables*

The following will be submitted:

- Monthly Project meeting attendance.
- Hard copies of any Parametrix's responses to submittals, shop drawings, RFI's, and filed orders or work change directives.
- Archaeological Technical Memorandum (electronically and one CD; print copies upon request).

#### **Task 02 – Construction Management/Contract Administration**

##### *Objective*

Provide general oversight and management of the construction phase of the project as requested by the City.

##### *Approach*

As requested by the City, Parametrix will monitor the project and keep the City informed of the project status at all times. Utilizing construction meetings and minutes, field orders, work change directives, RFC's, review of pay requests and submittals, will assist in tracking progress, in addition to identifying and proactively resolving issues.

Tasks that will be accomplished during the construction phase will include:

Ensure that Monthly Reports addressing progress of the work include, but are not limited to:

- A summary of work completed
- Work to be completed in the next month
- Financial Summary
  - Budget Updates
  - Change Order Status
- Summary of Actual versus scheduled progress

Hold construction meeting in assistance with the City to provide a forum for and foster open communication between all parties (i.e. Contractor, City and Design team).

Coordinate project documentation in conjunction with City staff. All project correspondence, letters, memos, meeting minutes, etc. for project work, will be submitted weekly to the City for their central file.

Prepare and submit monthly progress billings to the City.

## EXHIBIT A

### SCOPE OF WORK (CONTINUED)

Log, track, distribute and submit to the City weekly, all RFC's and submittals.

Prepare and distribute Work Change Directive's (if deemed necessary) in association with any field orders.

In conjunction with the City, coordinate changes in the contract and issue change orders to the contractor in an efficient manner. Change Orders will be approved by the City and Council. Force account procedures may be used if the Owner elects.

Process Contractor pay requests monthly. Assist with preparation for City Council approval.

#### *Assumptions*

- Daily observation will be led by a City Inspector. Parametrix will provide oversight on an as-needed basis in place of the City Inspector.
- All daily reports and construction photos will be provided by the City Inspector. Parametrix will provide daily reports and photos for the specific as-needed days. All daily reports provided by the City Inspector will be submitted to the City weekly.
- Performance and Material Testing and Inspection will be contracted directly to the City by a third party. All oversight and coordination will be handled through the City Inspector.
- The City will produce and maintain their own construction files for this project.
- There will be no final deliverable for this project.

#### *Deliverables*

- All project documentation (i.e. submittals, RFC's, work change directives, photos, daily reports, etc.) will be handled directly by the City for their reproduction and retention with assistance as requested by the City.

EXHIBIT A



Cultural Resource Consultants, Inc.

**PROPOSED PLAN FOR ARCHAEOLOGICAL MONITORING  
AND INADVERTENT DISCOVERY PROTOCOL,  
ARCHAEOLOGICAL MONITORING AT AUSTIN CREEK ESTUARY PARK IMPROVEMENTS,  
GIG HARBOR, PIERCE COUNTY, WASHINGTON**

**CULTURAL RESOURCE CONSULTANTS, INC.  
GLENN D. HARTMANN, PRINCIPAL INVESTIGATOR**

**AUTHOR:** Glenn D. Hartmann  
**DATE:** January 13, 2012  
**LOCATION:** Gig Harbor, Pierce County, Washington  
**T, R, S:** Township 21 North, Range 2 East, Section 6, Willamette Meridian.

**PREPARED FOR:** Parametrix, Inc.  
4660 Kitsap Way, Suite A  
Bremerton, WA 98312

Parametrix, Inc., on behalf of the City of Gig Harbor, is requesting archaeological monitoring during below-fill ground-disturbing activities during improvements at Austin Creek Estuary Park in Gig Harbor, Washington. The project is within a known archaeological site, Site 45P1102. Shell midden has been identified at this site. Historic properties adjacent to the project area are not anticipated to be affected.

**On-Site Monitoring**

Parametrix is requesting archaeological monitoring during construction excavations and other below-fill ground-disturbing project actions to minimize potential effects to any as-yet unknown human remains and/or intact archaeological deposits. Archaeological monitoring would entail having an archaeologist present during construction excavation below-fill to observe subsurface conditions and identify any buried archaeological materials that may be encountered. Monitoring will be performed either by a "professional archaeologist" (RCW 27.53.030 (8)) or under the supervision of a professional archaeologist.

The monitoring archaeologist would stand in close proximity to construction equipment in order to view subsurface deposits as they are exposed, and would be in close communication with equipment operators to ensure adequate opportunity for observation and documentation. Archaeological monitoring will seek to identify potential buried surfaces, anthropogenic sediments, and archaeological features such as shell middens, hearths, or artifact-bearing strata. The monitoring archaeologist will inspect project excavations and the recovered sediments for indications of such archaeological resources. The archaeologist will be provided the opportunity to screen excavated sediments and matrix samples when this is judged useful to the identification

process. It is not expected that modern fill (e.g., imported culturally-sterile construction fill) or glacial till sediments would be included in screening procedures. Excavated spoils may be examined in the course of monitoring. If cultural materials are observed in spoils piles, it is expected that these would be removed for examination and that the opportunity to screen spoil sediments would be available.

Archaeological monitoring of construction excavation will proceed until it can be determined with a greater level of confidence that human remains or other cultural resources are not likely to be impacted by construction excavation of the project. The archaeologist will conduct monitoring until native and fill deposits can be confidently isolated and identified based on observed sedimentary exposures. Upon completion of the monitoring, the archaeologist will prepare a report on the methods and results of the work, and recommendations for any necessary additional archaeological investigations, illustrated with maps, drawings, and photographs as appropriate.

### **Contingency Plan**

In accordance with RCW 27.44 Indian Graves and Records Act, RCW 27.53 Archaeological Sites and Resources, RCW 68.50 Human Remains, and RCW 68.60, Abandoned and historic cemeteries and historic graves, the following protocols will be followed in the event that archaeological materials and/or human remains are discovered:

### **Procedures Upon Discovery of Potential or Actual Cultural Resources**

1. Upon discovery of a potential or actual archaeological site, or cultural resources as defined by RCW 27.44 Indian Graves and Records Act, and RCW 27.53 Archaeological Sites and Resources, Parametrix, its employees, its contractors and sub-contractors shall:

(a) Immediately cease or halt ground disturbing, construction, or other activities around the area of the discovery and secure the area with a perimeter of not less than thirty (30) feet until all procedures are completed and the parties agree that activities can resume. If such a perimeter would materially impact agency functions mandated by law, related to health, safety or environmental concerns, then the secured area shall be of a size and extent practicable to provide maximum protection to the resource under the circumstances. Project activities that are not ground disturbing may continue outside the secured perimeter around the findings. No one shall excavate any findings and all findings will be left in place, undisturbed and without analysis, until consultation with DAHP and the Tribe regarding a final disposition of the findings has been completed. In accordance with RCW 27.53.060, no one shall knowingly remove or collect any archaeological objects without obtaining a permit.

(b) Notify the Local Government Archaeologist at DAHP and the Tribes of the discovery as soon as possible, but in any event, no later than (24) hours of the discovery. If human remains are found, Parametrix shall follow notification procedures specified below (see "Human Remains and Associated Funerary Objects").

EXHIBIT A

(c) Arrange for the parties to conduct a joint viewing of the discovery within (48) forty-eight hours of the notification, or at the earliest possible time thereafter, Parametrix or their authorized representative shall arrange for the archaeologist to attend the joint viewing. After the joint viewing, taking into account any recommendations of the Tribe(s), DAHP, and the archaeologist, the parties shall discuss the potential significance, if any, of the discovery.

(d) Consult with the Tribes and DAHP on the transfer and final disposition of artifacts. Until the Tribe has a repository that meets the standards of curation established 36 CFR Part 79, artifacts shall be curated using an institution or organization that meets curation standards, selected through consultation with the Tribe.

**Inadvertent Discovery of Human Skeletal Remains on Non-Federal and Non-Tribal Land in the State of Washington (RCWs 68.50.645, 27.44.055, and 68.60.055)**

2. If ground-disturbing activities encounter human skeletal remains during the course of construction, then all activity must cease that may cause further disturbance to those remains and the area of the find must be secured and protected from further disturbance. In addition, the finding of human skeletal remains must be reported to the Kitsap County Coroner's Office and Kitsap County Sheriff's Office in the most expeditious manner possible. The remains should not be touched, moved, or further disturbed.

3. The Kitsap County Coroner's Office will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains and report them to the appropriate cemeteries and affected tribes. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

4. DAHP will handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains if there is no federal agency involved.

**Confidentiality of Information**

5. Parametrix or their authorized representative recognizes that archaeological properties are of a sensitive nature and sites where cultural resources are discovered can become targets of vandalism and illegal removal activities. Parametrix or their authorized representative shall keep and maintain as confidential all information regarding any discovered cultural resources, particularly the location of known or suspected archaeological property, and exempt all such information from public disclosure consistent with RCW 42.17.300.

EXHIBIT A

6. Parametrix or their authorized representative shall make its best efforts to ensure that all records indicating the location of known or suspected archaeological properties are permanently secured and confidential.

7. Parametrix or their authorized representative shall ensure that its personnel, contractors, and permittees keep the discovery of any found or suspected human remains, other cultural items, and potential historic properties confidential, including but not limited to, refraining such persons from contacting the media or any third party or otherwise sharing information regarding the discovery with any member of the public. Parametrix or their authorized representative shall require its personnel, contractors and permittees to immediately notify the Lead Representative of Parametrix or their authorized representative of any inquiry from the media or public. Parametrix or their authorized representative shall immediately notify DAHP of any inquiries it receives. Prior to any public information release, Parametrix or their authorized representative, DAHP, and the Tribe(s) shall concur on the amount of information, if any, to be released to the public, any third party, and the media and the procedures for such a release, to the extent permitted by law.

**Lead Representative and Primary Contact**

8. The lead representatives and primary contacts of each party under this plan are as identified below. The parties may identify other specific personnel before the commencement of any particular project element as the contacts.

**Parametrix, Inc.**

4660 Kitsap Way, Suite A  
Bremerton, WA 98312  
Primary Contact: Gary Maynard, 360-850-5328

**City of Gig Harbor**

3510 Grandview Avenue  
Gig Harbor, WA 98335  
Lead Representative: Lita Dawn Stanton, 253-853-7609

**Puyallup Tribe**

3009 East Portland Avenue  
Tacoma, WA 98404  
Lead Representative: Brandon Reynon, Cultural Regulatory Specialist, 253-573-7986

**Washington Department of Archaeology and Historic Preservation**

PO Box 48343  
Olympia, WA 98504-8343  
Lead Representative: Allyson Brooks, State Historic Preservation Officer, 360-586-3066  
Primary Contact: Gretchen Kaehler, Local Government Archaeologist, 360-586-3088  
Primary Contact for Human Remains: Guy Tasa, State Physical Anthropologist, 360-586-3534



**Pierce County Medical Examiner's Office**

3619 Pacific Avenue

Tacoma, WA 98418-7929

Lead Representative: Thomas B. Clark III, Medical Examiner, 253-798-6494

**City of Gig Harbor Police Department**

3510 Grandview Avenue

Gig Harbor, WA 98335

Lead Representative: Mike Davis, Chief of Police, 253-851-2236

**Cultural Resource Consultants, Inc.**

435 Ericksen Avenue NE, Suite 103

PO Box 10668

Bainbridge Island, WA 98110

Lead Representative: Glenn Hartmann, Senior Archaeologist/Principal, 206-855-9020

EXHIBIT A



Cultural Resource Consultants, Inc.

**Cultural Resource Consultants - Project Scope and Fee Agreement for Archaeological Monitoring**

**Project Information**

Project Title		Client Project Number		CRC Project Number
<b>Austin Creek Estuary Park Improvements Archaeological Monitoring</b>				<b>1201D</b>
Project Location				City
<b>Harborview Drive</b>				<b>Gig Harbor</b>
Section	Township	Range	County	Total Project Area
<b>6</b>	<b>21 North</b>	<b>2 East</b>	<b>Pierce</b>	<b>less than 1 acre</b>
CRC must receive Right of Entry permission prior to field investigations. Please provide the name of project area land management agency or name of land owner and contact information.				
Owner of Property:		Phone:	Does CRC have 'Right of Entry':	
Are State funds/permits involved?		What agency is requesting this Survey?	Are federal funds/permits involved?	
___ yes ___ no If yes, please provide.			___ yes ___ no if yes, DAHP letter required	
If federal funds and/or permits are involved, a defined Area of Potential Effects (APE) must be included. Please provide a copy of the letter from DAHP agreeing to the definition of the APE.				

**Project Description**

CRC requires a concise description of your project. This should include a statement defining the overall goal of the project; expected dates of initiation and completion; general methodologies proposed for ground disturbing/ construction operations; and projected means to address any environmental mitigation requirements. Please verify the accuracy of this description.

**Parametrix, on behalf of the City of Gig Harbor, is requesting archaeological monitoring for the Austin Creek Estuary Park Improvements Project. An Archaeological Excavation Permit is also required as the project is within a known archaeological site, Site 45PI102. Shell midden has been identified in Site 45PI102. Historic properties adjacent to the project area are not anticipated to be affected. Construction excavation is anticipated to begin in March 2012.**

**Client Information**

Company	Phone	Fax	website
<b>Parametrix Inc.</b>	<b>360 850-5328</b>	<b>fax: 360 479-5961</b>	
Mailing Address	City	State	Zip
<b>4660 Kitsap Way, Suite A</b>	<b>Bremerton</b>	<b>WA</b>	<b>98312</b>

**Project Manager Information**

Name	Direct Line	Cell	Email
<b>Gary Maynard</b>			<b>maynard@parametrix.com</b>

EXHIBIT A

**Project Schedule**

Anticipated Start Date: <b>Dec - Mar 2012</b>	Anticipated Completion Date: CRC requires 2-weeks notice of start of excavation for preliminary scheduling. A final report will be submitted within 30 days of fieldwork completion.	Any Permit Deadline?  ___ yes ___ no
--	--	--

**Project Assumptions**

- \* Because of recent changes in Washington State law, if human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.
- \* Budget assumes one (1) day for archaeological monitoring
- \* Prior to Monitoring, final construction plans will be provided to CRC.
- \* CRC assumes the client will submit the prepared archaeological monitoring report to DAHP within 15 days of receipt of said report for review. CRC cannot be held liable for reports prepared but not submitted to DAHP in a timely manner. Additional fees may apply for additional services required as part of DAHP's review process for reports submitted after 15 days of receipt.

**Project Deliverables for Monitoring**

CRC will provide the following project components as part of these monitoring efforts.

**Task 1 - Archaeological Permit**  
CRC will assist Parametrix in preparing an archaeological permit for this project.

**Task 1 - Archaeological Monitoring Plan**  
CRC will prepare an archaeological monitoring plan for this project.

**Task 2 - Construction Crew Orientation**  
CRC will provide on-site archaeological monitoring orientation for construction crew.

**Task 3 - Field Monitoring**  
CRC will provide archaeological monitoring, with 2-weeks notice of preliminary schedule and 72-hours notice of actual schedule, during construction excavation for identification of archaeological and historical resources. Excavation for construction is scheduled to begin \_\_\_\_\_.

**Task 4 - Archaeological Monitoring Technical Memorandum**  
CRC will prepare a technical memorandum describing field monitoring results of investigations and management recommendations. A final report will be submitted electronically and via CD within 30 days of completion of archaeological monitoring.

**Project Schedule**  
CRC will require a minimum of 2-weeks notice prior to beginning of monitoring. CRC will monitor during construction and, as requested, with 72 hours notice. If project schedules change, CRC requests 48 hours notice for scheduling modifications. A final report will be submitted electronically and via CD within 30 days of completion of archaeological monitoring.

EXHIBIT A

No cultural resources study can wholly eliminate uncertainty regarding the potential for prehistoric sites, historic properties or traditional cultural properties to be associated with a project. The information we will present within our reports is based on our years of experience and professional opinions derived from the analysis and interpretation of the documents, records, literature, and information we are able to identify and use within our report, and during our field investigation and observations to be conducted in the process of preparing our technical report. The conclusions and recommendations we present will apply to the project conditions existing at the time of our study and those reasonably foreseeable.

**Project Fee**

*Please Note: The time frame and fee for services quote is valid for 60 days.*

<p>The fee for services described above is anticipated to be less than \$ <b>2,455.50</b></p> <p>If more than 1 day of archaeological monitoring is required, additional charges for archaeological monitoring will be at \$950 per day.</p> <p><i>The cost for this project is based upon information we have received to date.</i></p> <p>Payment for work completed is typically due upon receipt of invoice and/or report. Will you require any additional documentation prior to processing the invoice for work completed on this project?</p> <p>____ Subconsultant Agreement      ____ Certificate of Insurance      ____ W-9 Information</p>
---

**Parametrix Inc.**

Gary Maynard  
4660 Kitsap Way, Suite A  
Bremerton, WA 98312

**Cultural Resource Consultants, Inc.**

Glenn Hartmann  
PO Box 10668  
Bainbridge Island, WA 98110

\_\_\_\_\_

Name/Title:

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Glenn D. Hartmann,

President/Principal Investigator

Date: \_\_\_\_\_

Austin Estuary Construction Management Services FEE PROPOSAL: Gig Harbor

Division Manager Project Coordinator CQA Observer Project Manager Administrative Staff Engineering Support Totals

Company Parametrix Parametrix City Parametrix Parametrix Parametrix

Staff Jim Dugan April Whittaker Jeff Olsen Shannon Thompson TBD NA

Phase 2 Construction Services

Task 1 Engineering Construction Support		\$180	\$80	\$0	\$145	\$50	\$155	
Duration in months (4.25 weeks per month)	2							
Hours per week				0.0		1.0	3.0	4.00
Total hours	0.00	0.00	0.00	0.00	0.00	8.50	25.50	34.00
<b>SUBTOTALS PMX Task 1</b>		\$ -	\$ -	\$ -	\$ -	\$ 425.00	\$ 3,952.50	\$ 4,377.50
							Expenses	\$ 131.33
							Parametrix Design Constructoion Support	\$ 4,508.83
<b>Sub Consultants Construction Support</b>							CRC	\$ 1,800.00
							NAKANO ASSOCIATES LLC	\$ 2,300.00
							<b>Task 1 Total</b>	\$ 8,608.83

Task 2 Construction Management Services		\$180	\$80	\$0	\$145	\$50	\$155	
Duration in months (4.25 weeks per month)	2							
Hours per week			2.00	0.00	6.00			8.00
Total Hours	0.00	17.00	0.00	0.00	51.00	0.00	0.00	68.00
<b>SUBTOTALS Task 2</b>		\$ -	\$ 1,360.00	\$ -	\$ -	\$ 7,395.00	\$ -	\$ 8,755.00
							Expenses	\$ 262.65
							<b>Task 2 Total</b>	\$ 9,017.65

Total PMX Project Labor	\$ 13,132.50
Total Sub Fees	\$ 4,100.00
Expense Allowance % of PMX labor	3
Total Estimated Construction Support Fees	\$ 17,626.48

Additional work need to complete Design performed out side of scope (see letter attached)	PMX	\$ 21,432.91
	CRC	\$ 656.50
		\$ 22,089.41


Total project Amendment \$ 39,714.89

Breakout of Estimated Mileage Expenses see note 2

	Number of trips	Miles round trip		
Task 1 Mileage	8.0	50	\$ 0.550	\$ 220.00
Bridge tolls	NA		\$ 2.75	\$
Task 2 Mileage	10.0	50	\$ 0.550	\$ 275.00
Bridge tolls	8.0		\$ 2.75	\$ 22.00
			<b>Total</b>	\$ 517.00

Notes:

- Expenses are estimated at 3% of Labor but only actual expenses will be billed
- Mileage expenses are included within the estimated Expense Budget

Division Manager 


Project Manager 

EXHIBIT B

Cultural Resource Consultants, Inc.

Subconsultant Fee Determination - Summary Sheet

Project: Austin Creek Estuary Park Improvements Monitoring  
CRC #: 1201D - Parametrix

Direct Labor Cost

<u>Classifications</u>	<u>Labor Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Principal Investigator	16.0		\$ 57.00	\$	912.00
Project Archaeologist I	0.0		\$ 31.50	\$	-
Project Archaeologist II	0.0		\$ 30.00	\$	-
Project Archaeologist III	0.0		\$ 28.50	\$	-
Field Archaeologist	0.0		\$ 19.00	\$	-
Field Archaeologist	0.0		\$ 18.00	\$	-
Field Archaeologist	0.0		\$ 17.00	\$	-
Historic Architect	0.0		\$ 40.00	\$	-
Project Historian	0.0		\$ 29.00	\$	-
Office Manager	3.0		\$ 28.50	\$	85.50
Office Assistant	0.0		\$ 16.00	\$	-
	19.0			\$	997.50
Overhead (OH Cost - - including Salary Additives):					
OH Rate x DLC of:	110%	%x\$	\$ 997.50	\$	1,097.25
Fixed Fee (FF):					
FF Rate x DLC of:	20.00%	%x\$	\$ 997.50	\$	199.50
Reimbursables:					
Photo & Graphic Supplies				\$	50.00
Lodging:				\$	-
Per Diem:				\$	-
Mileage:				\$	111.25
				\$	161.25
Grand Total:				\$	2,455.50

Prepared by: Teresa Peterson, Office Manager  
DOT Form 140-089 EF Exhibit G-1

Date: 15-Jan-11





EXHIBIT C

**Parametrix**

ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

2102 N PEARL STREET, SUITE 106  
TACOMA, WA 98406-2550  
T. 253.752.9862 F. 253.752.9865  
www.parametrix.com

March 16, 2012  
PMX No. 263-2750-020

Mr. Stephen Misiurak, PE  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Austin Estuary

Dear Mr. Misiurak:

In July of 2011 Parametrix was asked to present a budget to complete the Austin Estuary design separate from the Donkey Creek project due to the expiration of the grant funding on February 24, 2012. It was the understanding of the City and communicated to Parametrix at that time that the grant funds would be lost if the project was not constructed by this date. Parametrix was awarded the work on July 11<sup>th</sup>, 2011 for a negotiated sum of \$52,885.00. Parametrix began working with the City on a design at that time.

A site meeting was held on July 11<sup>th</sup> with the City to gain alignment with the park's conceptual plan. Parametrix followed this meeting up with a Design Concept Tech Memo on the July 18<sup>th</sup> and the City confirmed the design concepts on July 20<sup>th</sup>. A design was produced in coordination with the City that had enough detail to submit to the Planning Department. It was delivered on August 10<sup>th</sup>, 2011 and it was submitted to the Peninsula Gateway Newspaper for publishing on August 12<sup>th</sup> and 17<sup>th</sup>. This began the public comment period.

During the public comment period the design went through a few changes as the adjacent property owners had some concerns (Perrow e-mail dated 8/25/11 and Museum letter received 9/12/11) with the configuration of the side walk and street parking. Parametrix, working with the City and the property owners, made frontage changes and assisted in the acquisition of the additional easement needed to reconfigure the side walk and planter areas to better serve with the future alignment of the sidewalk along Harbor View Dr. from the estuary to the intersection of North Harbor View Dr. Because of the City's quick response and coordination with the property owners this prevented any delay to the project timing at this point in time. The changes were made, easements were negotiated, and the design was resubmitted to the Planning Department for review by the Hearing Examiner.

After receipt of the Hearing Examiner's findings on November 3<sup>rd</sup>, Parametrix submitted the 90% design on November 7<sup>th</sup>, by-passing a 60% submittal and review to meet the imposing construction deadline dictated by grant funding requirements. The City issued a Notice to Bidders on November 16<sup>th</sup>. Following this notice the City obtained additional information and expectations that came out of the park commission meeting that required design revisions. Parametrix met with the City on site on November 22<sup>nd</sup> to coordinate all further changes, revised the drawing and specification, and then resubmitted the plans to the Planning Department. Parametrix provided a memorandum dated December 7<sup>th</sup> explaining the changes (per WAC 173-27-100: Revisions to permits) so as not



**EXHIBIT C**

Mr. Stephen Misiurak, PE  
March 16, 2012  
Page 2

**Parametrix**

to have a determination that the project had significantly changed from the original conceptual plan it had been permitted under. This was key to moving forward as it could have restarted the shoreline permitting process. Changes were approved and Parametrix produced a final bid set of documents.

It was necessary to delay the bidding to accommodate these additional changes and with Addenda No. 1 changed the bid opening date to January 11, 2012. It was soon after this following a December 12<sup>th</sup> progress meeting that the City requested Parametrix to contact the Department of Archaeology & Historic Preservation (DAHP) concerning the issue of using log anchors within the area of potential effect (APE). Consultation with DAHP had previously been conducted and the person reviewing the application had no outstanding issues with the design.

Following the meeting, DAHP was contacted and informed of the proposed use of the log anchors. The original DAHP reviewer then referred the project to another person at DAHP. That person determined that if log anchors were to be used, the project would need to go through the formal process for an archaeological permit. After suggesting to DAHP that we remove the anchors from the project so the permitting process would not be triggered, the DAHP reviewer stated that they would also require a permit for placing fill over the APE, and would require additional mitigation in the form of placing a geotextile fabric over the archaeological site before placing fill to reduce the chance that the fill would change the native soil characteristics. This was a change from the original DAHP reviewer who stated by e-mail that no permit was needed for the fill over the APE. Consequently, it was necessary to apply for the archaeological permit. The permit needed to be submitted by a professional archeologist so Parametrix contacted Cultural Resources Consultants (CRC) to assist in the permitting. CRC provided an in advert discovery plan and submitted the application. The permit process had a 30-day comment period with a few weeks for DAHP to produce the permit.

Given that the project was now being delayed, the City contacted the grant agency and explained the situation. An extension of 3 months was given to complete the project. An addendum went out to change the bid award date to February 1<sup>st</sup> and included the additional geotextile that was requested by DAHP. In all, 5 addenda have been completed for this project of which 2 are City requested changes and 2 are permitting agency requested changes.

On February 1<sup>st</sup> the bids were opened and an apparent low bidder was selected. The archaeological permit was received on the February 29, 2012. The change in reviewer at DAHP resulted in additional permitting and design effort not otherwise foreseen by the City or Parametrix. Due to the immediate need to complete this project before funding was to expire, Parametrix put a multitude of resources into the project above what was deemed necessary at the award of our contract, including adding CRC as a sub-consultant to insure the successful start of the construction project. As we have previously discussed, we have held off requesting the additional effort that was needed until after the successful award of the Austin project.

All of these factors caused Parametrix to exceed our original negotiated contract. As the project moves into construction and we have assisted the City in moving this project forward in a timely manner we would like the City to consider an amendment to our contract for the out of scope items, in the amount of \$22,088.41. Parametrix made the decision to provide some of these services to the City at no cost, totaling approximately \$7,000.00. In addition, we have provided a scope of work and budget that would assist the City through construction completion. See attached Summary Detail of Project Write-off,

Mr. Stephen Misiurak, PE  
March 16, 2012  
Page 3

**EXHIBIT C**

**Parametrix**

If you have any questions or need any additional information please do not hesitate to contact us. Thank you for the opportunity.

Sincerely,

**Parametrix**

A handwritten signature in cursive script that reads "Shannon Thompson".

Shannon Thompson  
Senior Construction Manager

EXHIBIT C

**Parametrix  
Austin Estuary Restoration Project  
Summary Detail of Project Write-off**

Project: 263-2750-020 Austin Crk Estuary Park Imprvmnts

Client: 2750 City of Gig Harbor

Phase: NB

001044	Morgan, Shari	WA	R	4	89.97	\$ 359.88
002136	Dinkuhn, David L.	BRE	R	38	132.42	\$5,031.96
002321	Whittaker, April D.	TAC	R	13	80.13	\$1,041.69
002398	Thompson, Shannon D	WA	R	7	163.86	\$1,147.02
	Expense					
	In-House Expenses					\$ 179.25
<b>PROJECT TOTAL</b>						<b>\$ 7,759.80</b>

Invoice

**Parametrix**

ENGINEERING • PLANNING • ENVIRONMENTAL SCIENCES

2102 N PEARL STREET, SUITE 106  
TACOMA, WA 98406-2550  
T. 253.752.9862 F. 253.752.9865  
www.parametrix.com

## MEMORANDUM

Date: March 19, 2012  
To: Mr. Stephen Misiurak  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335  
From: Shannon Thompson  
Subject: Progress Billing  
cc: Project File  
Accounting  
Project Number: 263-2750-020  
Project Name: Austin Creek Estuary

---

The attached invoice #01-70845 represents work billed for the period ending February 25, 2012. Below is a brief description of our services:

**Task 01 – Project Management**

- Coordination meetings with City Staff
- City review of 90% Design
- Coordinated submittal of final bid documents
- Assisted with Addenda
- Prebid coordination

**Task 02 – Environmental Compliance & Design**

- Coordination with City Planning Department
- Prepared 90% submittal
- Additional survey completed (tie ins & topo)
- Completed final bid documents
- Provided additional addenda's as requested

All services were performed within of our approved scope of work and contract for professional services. Please call me at (360)271-9207 if you have any questions about your invoice. Thank you.

**Parametrix**

ENGINEERING • PLANNING • ENVIRONMENTAL SCIENCES

1002 15TH ST SW, SUITE 220  
AUBURN, WA 98001  
T. 253.269.1330 F. 253.269.6899  
www.parametrix.com

Remit to: P.O. Box 146, Spokane, WA 99210-0146

Billing Contact - Shari Morgan - Phone: 253-501-5170, Email: SMorgan@parametrix.com

City of Gig Harbor  
Attn: Stephen Misiurak  
3510 Grandview Street  
Gig Harbor, WA 98335

Invoice : 01-70845  
Invoice Date : 03/19/2012  
Project : 263-2750-020  
Project Name : Austin Crk Estuary Park Imprvmts

---

For Professional Services Rendered from 11/27/2011 through 2/25/2012

**Phase 01: Project Management**

Task 01 : PM

Task Labor	7,954.53
Task Expense	391.92
Task Total	<u>8,346.45</u>

Phase Labor	7,954.53
Phase Expense	391.92
Phase Total	<u>8,346.45</u>

**Phase 02: Environmental Compliance**

Task 01 : Enviro Compl

Task Labor	3,290.00
Task Expense	0.24
Task Total	<u>3,290.24</u>

Task 02 : Design

Task Labor	6,944.27
Task Expense	102.37
Task Total	<u>7,046.64</u>

Phase Labor	10,234.27
Phase Expense	102.61
Phase Total	<u>10,336.88</u>

**Phase 03: CS/CM**

Phase 03: CS/CM

Task 01 : Construction Support

Task Labor	2,380.35	
Task Expense	1,024.73	
Task Total	3,405.08	
Phase Labor		2,380.35
Phase Expense		1,024.73
Phase Total		3,405.08

**Total Amount Due This Invoice: \$ 22,088.41**

**STATEMENT:**

Prior Billings : \$52,881.07	Contract Amount : \$52,885.00	Billings To Date : \$ 74,969.48
Current Billings : <u>22,088.41</u>	Billings To Date : <u>74,969.48</u>	Paid To Date : <u>52,881.07</u>
Total Billings : \$74,969.48	Contract Balance : (\$22,084.48)	Total Amount Due : \$ 22,088.41

**TERMS: NET 30 DAYS—PAST DUE SUBJECT TO 1-1/2% CHARGE.**

**Outstanding Prior Invoices (as of 3/19/2012)**

<b>Project Number</b>	<b>Inv. Number</b>	<b>Inv. Date</b>	<b>Amount Billed</b>	<b>Amount Paid</b>	<b>Balance Due</b>
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**Last Payment Date:** 2/17/2012

\* Indicates Retainage

**Salary & Expense Detail**

**Phase 01: Project Management**

**Task 01 : PM**

Labor

<i>Employee Name</i>	<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Oskar K. Agustsson	Sr Engineer	15.00	180.47	2,707.05
Nancy K. Donovan	Word Proc Mgr/Editor	4.25	103.16	438.43
Linda K. Edwards	Word Processing Specialist	6.00	87.30	523.80
Rosa Robinson	Admin Assistant	1.00	55.25	55.25
Shannon D. Thompson	Sr Construction Mgr	26.75	135.00	3,611.25
April D. Whittaker	Project Controls Specialist	4.00 *	75.00	300.00
April D. Whittaker	Project Controls Specialist	4.25	75.00	318.75
<b>Labor Subtotal</b>		<b>61.25</b>		<b>7,954.53</b>

In-House Expenses

<i>Item Description</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>
In-House Expenses-Copies - B & W 8.5 x 11	2,379.00 Page(s)	0.1200	285.48
In-House Expenses-Copies - B & W 8.5 x 11	412.00 Page(s)	0.1300	53.56
In-House Expenses-Plots - Plotter Bond	57.20 Sq. Ft.	0.4000	22.88
In-House Expenses-Copies - Color 8.5 x 11	250.00 Page(s)	0.1200	30.00
<b>Unit Pricing Subtotal</b>			<b>391.92</b>

<b>Total Task 01 : PM</b>	<b>Labor :</b>	<b>7,954.53</b>
	<b>Expense :</b>	<b>391.92</b>
	<b>Total :</b>	<b>8,346.45</b>
<b>Total Phase 01: Project Management</b>	<b>Labor :</b>	<b>7,954.53</b>
	<b>Expense :</b>	<b>391.92</b>
	<b>Total :</b>	<b>8,346.45</b>

**Phase 02: Environmental Compliance**

**Task 01 : Enviro Compl**

Labor

<i>Employee Name</i>	<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Kelli J. Lambert	Planner I	19.00	95.00	1,805.00
Gary R. Maynard	Sr Planner	8.25	180.00	1,485.00
<b>Labor Subtotal</b>		<b>27.25</b>		<b>3,290.00</b>

In-House Expenses

<i>Item Description</i>	<i>Units</i>	<i>Rate</i>	<i>Amount</i>
In-House Expenses-Copies - B & W 8.5 x 11	2.00 Page(s)	0.1200	0.24
<b>Unit Pricing Subtotal</b>			<b>0.24</b>

<b>Total Task 01 : Enviro Compl</b>	<b>Labor :</b>	<b>3,290.00</b>
	<b>Expense :</b>	<b>0.24</b>
	<b>Total :</b>	<b>3,290.24</b>

\* Indicates Overtime Hours Worked

This invoice is considered confidential business information.



**Salary & Expense Detail**

**Phase 02: Environmental Compliance**

**Task 02 : Design**

Labor

Employee Name	Classification	Hours	Rate	Amount
David L. Dinkuhn	Sr Engineer	17.50	135.00	2,362.50
Rodney J. Guyette	Sr Designer	1.00	151.39	151.39
Gregory G. Hannan	Sr Engineer	1.00	147.03	147.03
Denise D. Peterson	Designer II	9.50	95.00	902.50
Julia Peterson	CADD Supervisor	1.00 *	95.00	95.00
Julia Peterson	CADD Supervisor	31.00	95.00	2,945.00
Melody T. Wray	Sr Admin Assist	1.75	64.77	113.35
Dean H. Zavack	Engineer III	2.00	113.75	227.50
<b>Labor Subtotal</b>		<b>64.75</b>		<b>6,944.27</b>

Regular Expenses

Vendor Name	Cost	Multiplier	Amount
Courier and Postage-United Parcel Service	5.90	1.0000	5.90
<b>Regular Expenses Subtotal</b>			<b>5.90</b>

In-House Expenses

Item Description	Units	Rate	Amount
In-House Expenses-Copies - B & W 8.5 x 11	324.00 Page(s)	0.1200	38.88
In-House Expenses-Copies - B & W 8.5 x 11	1.00 Page(s)	0.1300	0.13
In-House Expenses-Plots - Plotter Bond	135.19 Sq. Ft.	0.2500	33.80
In-House Expenses-Plots - Plotter Bond	59.15 Sq. Ft.	0.4000	23.66
<b>Unit Pricing Subtotal</b>			<b>96.47</b>

<b>Total Task 02 : Design</b>	<b>Labor :</b>	<b>6,944.27</b>
	<b>Expense :</b>	<b>102.37</b>
	<b>Total :</b>	<b>7,046.64</b>

<b>Total Phase 02: Environmental Compliance</b>	<b>Labor :</b>	<b>10,234.27</b>
	<b>Expense :</b>	<b>102.61</b>
	<b>Total :</b>	<b>10,336.88</b>

**Phase 03: CS/CM**

**Task 01 : Construction Support**

Labor

Employee Name	Classification	Hours	Rate	Amount
Oskar K. Agustsson	Sr Engineer	0.75	180.47	135.35
Christine E. Broome	Sr Library Assistant	4.50	75.00	337.50
Julia Peterson	CADD Supervisor	3.50	95.00	332.50
April D. Whittaker	Project Controls Specialist	21.00	75.00	1,575.00
<b>Labor Subtotal</b>		<b>29.75</b>		<b>2,380.35</b>

\* Indicates Overtime Hours Worked

This invoice is considered confidential business information.

**Salary & Expense Detail**

Phase 03: CS/CM

Task 01 : Construction Support

Regular Expenses

Vendor Name	Cost	Multiplier	Amount
Subconsultants - General-Cultural Resource Consultants, Inc.	655.50	1.0000	655.50
<b>Regular Expenses Subtotal</b>			<b>655.50</b>

In-House Expenses

Item Description	Units		Rate	Amount
In-House Expenses-Copies - B & W 8.5 x 11	3.00	Page(s)	0.1200	0.36
In-House Expenses-Copies - B & W 8.5 x 11	2,045.00	Page(s)	0.1300	265.85
In-House Expenses-Plots - Plotter Bond	85.63	Sq. Ft.	0.4000	34.25
In-House Expenses-Copies - Color 8.5 x 11	529.00	Page(s)	0.1300	68.77
<b>Unit Pricing Subtotal</b>				<b>369.23</b>

<b>Total Task 01 : Construction Support</b>	<b>Labor :</b>	<b>2,380.35</b>
	<b>Expense :</b>	<b>1,024.73</b>
	<b>Total :</b>	<b>3,405.08</b>
<b>Total Phase 03: CS/CM</b>	<b>Labor :</b>	<b>2,380.35</b>
	<b>Expense :</b>	<b>1,024.73</b>
	<b>Total :</b>	<b>3,405.08</b>

**Total This Invoice** **22,088.41**

\* Indicates Overtime Hours Worked  
 This invoice is considered confidential business information.

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

Project: 263-2750-020, Invoice Group: 22

Charges through Period Ending 2/25/2012

Other Expenses Detail

Phase	Task	Acct Name	Vendor Name	Doc #	Ref #	Ref. Date	Cost/Qty	Mult./ Unit Cost	Billed
Phase 01									
01	01	In-House Printing	Copies:B & W 8.5 x 11				2,379.00	0.1200	285.48
01	01	In-House Printing	Copies:B & W 8.5 x 11				412.00	0.1300	53.56
01	01	In-House Printing	Copies:Color 8.5 x 11				250.00	0.1200	30.00
01	01	In-House Printing	Plots:Plotter Bond				57.20	0.4000	22.88
<b>Total ExpensesTask 01</b>									<b>391.92</b>
<b>Total Expenses Phase 01</b>									<b>391.92</b>
Phase 02									
02	01	In-House Printing	Copies:B & W 8.5 x 11				2.00	0.1200	0.24
<b>Total ExpensesTask 01</b>									<b>0.24</b>
02	02	Courier and Postage	United Parcel Service	84929	0000E9E529062	02/11/2012	5.90	1.0000	5.90
02	02	In-House Printing	Copies:B & W 8.5 x 11				324.00	0.1200	38.88
02	02	In-House Printing	Copies:B & W 8.5 x 11				1.00	0.1300	0.13
02	02	In-House Printing	Plots:Plotter Bond				135.19	0.2500	33.80
02	02	In-House Printing	Plots:Plotter Bond				59.15	0.4000	23.66
<b>Total ExpensesTask 02</b>									<b>102.36</b>
<b>Total Expenses Phase 02</b>									<b>102.60</b>
Phase 03									
03	01	Subconsultants - General	Cultural Resource Consultants, Inc.	85734	2012021	03/13/2012	655.50	1.0000	655.50
03	01	In-House Printing	Copies:B & W 8.5 x 11				3.00	0.1200	0.36
03	01	In-House Printing	Copies:B & W 8.5 x 11				2,045.00	0.1300	265.85
03	01	In-House Printing	Copies:Color 8.5 x 11				529.00	0.1300	68.77
03	01	In-House Printing	Plots:Plotter Bond				85.63	0.4000	34.25
<b>Total ExpensesTask 01</b>									<b>1,024.74</b>
<b>Total Expenses Phase 03</b>									<b>1,024.74</b>
<b>Total Expenses Project 263-2750-020/22</b>									<b>1,519.26</b>



Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

Project: 263-2750-020, Invoice Group: 22

United Parcel Service

2632750020

22

Doc #: 84929

Page #: 5



**Delivery Service Invoice**

Invoice date **February 11, 2012**  
 Invoice number **0000E9E529062**  
 Shipper number **E9E529**

Page 4 of 4

**Outbound**

**UPS WorldShip (continued)**

Pickup Date	Pickup Record	Entry	Tracking Number	Service	ZIP Code	Zone	Weight	Published Charge	Incentive Credit	Billed Charge		
02/10	8121833624	2	1ZE9E5290357431335	Ground Commercial	98101	2	5	6.25	-0.46	5.79		
				Customer entered weight			4.8					
				Fuel Surcharge				0.47	-0.03	0.44		
				<b>Total</b>				6.72	-0.49	6.23		
				1st ref: 216-1711-003.7064/03 TAMMY S								
			3	1ZE9E5290357607146	Ground Commercial	98312	2	1	5.49	5.49		
				Customer entered weight			0.7					
				Fuel Surcharge				0.41		0.41		
				<b>Total</b>				5.90		5.90		
				1st ref: 263-2750-020 02/02 DENISE P								
				Message Codes : ag								
<b>Total for Pickup Number: 8121833624</b>					<b>3 Package(s)</b>			<b>18.52</b>	<b>-0.49</b>	<b>18.03</b>		
<b>Total UPS WorldShip</b>					<b>11 Package(s)</b>			<b>103.33</b>	<b>-13.40</b>	<b>89.93</b>		
<b>Total Outbound</b>					<b>11 Package(s)</b>			<b>103.33</b>	<b>-13.40</b>	<b>89.93</b>		

**Invoice Messaging**

Code	Message
ag	Minimum Rates Applied

5



**Cultural Resource Consultants**

710 Ericksen Avenue, Suite 100  
PO Box 10668  
Bainbridge Island, WA 98110

**Invoice**

Date	Invoice #
3/13/2012	2012-021

Bill To
Parametrix, Inc. Gary Maynard 4660 Kitsap Way, Suite A Bremerton, WA 98312

Client #	Project Budget	Project Name	Project Dates
	\$4,975.00	AustinEstuary	Jan - Feb 2012

Service	Personnel	Quantity	Rate	Amount
Principal Investigator Office Manager	PERSONNEL Glenn D. Hartmann	4.00	131.10	524.40
	Teresa Peterson	2.00	65.55	131.10

JOB #	PHASE	TASK
21632750020	03	01
ACCOUNT CODE	(ORG)ANIZATION	
	21600	
APPROVED FOR PAYMENT:	SUB:	
\$655.50	✓	
AUTHORIZATION:	DATE:	
<i>[Signature]</i>	3/19/12	

Archaeological Permit Received from  
DAHP 06 March 2012

Phone #	Fax #	E-mail	Web Site	<b>Invoice Total</b>	<b>\$655.50</b>
206 855-9020	206 319-4602	teresa@crcwa.com	www.crcwa.com		



Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

Project: 263-2750-020, Invoice Group: 22

**Print/Copy Charges Detail**

Project Code: / Invoice Group: 263-2750-020/22

Phase	Task	Doc #	Date	Description	Measure	Qty		
01	01	1602300A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	6.00		
01	01	1602301A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	3.00		
01	01	1602303A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	156.00		
01	01	1602103A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	216.00		
01	01	1602101A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	315.00		
01	01	1601893A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1601897A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1601898A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1601899A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	4.00		
01	01	1602097A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	468.00		
01	01	1602099A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	812.00		
01	01	1601903A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1601904A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1601905A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1601894A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
01	01	1601895A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1601896A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1601909A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	5.00		
01	01	1601910A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	147.00		
01	01	1601911A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	78.00		
01	01	1601900A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1601901A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	3.00		
01	01	1601902A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1602124A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
01	01	1602112A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	30.00		
01	01	1602122A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
01	01	1601906A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
01	01	1601907A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	4.00		
01	01	1601908A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	6.00		
01	01	1602349A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1602038A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1601912A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	96.00		
01	01	1601913A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	4.00		
01	01	1602102A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
01	01	1603472A	12/5/11	Copies-B & W 8.5 x 11	Page(s)	4.00		
<b>Copies-B &amp; W 8.5 x 11 Total</b>						<b>2,379.00</b>	<b>0.12</b>	<b>285.48</b>
01	01	1642439A	1/4/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1642442A	1/4/12	Copies-B & W 8.5 x 11	Page(s)	4.00		
01	01	1642401A	1/4/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1651963A	1/10/12	Copies-B & W 8.5 x 11	Page(s)	2.00		
01	01	1674800A	1/25/12	Copies-B & W 8.5 x 11	Page(s)	4.00		
01	01	1674812A	1/25/12	Copies-B & W 8.5 x 11	Page(s)	4.00		
01	01	1676885A	1/26/12	Copies-B & W 8.5 x 11	Page(s)	4.00		
01	01	1676883A	1/26/12	Copies-B & W 8.5 x 11	Page(s)	5.00		
01	01	1777958A	2/15/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1789258A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1789259A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	2.00		
01	01	1789260A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	2.00		
01	01	1789261A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1789262A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1789263A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1789266A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1789267A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	3.00		
01	01	1789268A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

Project: 263-2750-020, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 263-2750-020/22

Phase	Task	Doc #	Date	Description	Measure	Qty		
01	01	1789269A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1789272A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	2.00		
01	01	1789273A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	4.00		
01	01	1789274A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	6.00		
01	01	1789275A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	5.00		
01	01	1789264A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1789265A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	8.00		
01	01	1789276A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	147.00		
01	01	1789277A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	78.00		
01	01	1789278A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	106.00		
01	01	1789279A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	13.00		
01	01	1789270A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
01	01	1789271A	2/22/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
<b>Copies-B &amp; W 8.5 x 11 Total</b>						<b>412.00</b>	<b>0.13</b>	<b>53.56</b>
01	01	1602302A	12/2/11	Copies-Color 8.5 x 11	Page(s)	3.00		
01	01	1602100A	12/2/11	Copies-Color 8.5 x 11	Page(s)	234.00		
01	01	1602098A	12/2/11	Copies-Color 8.5 x 11	Page(s)	7.00		
01	01	1602104A	12/2/11	Copies-Color 8.5 x 11	Page(s)	6.00		
<b>Copies-Color 8.5 x 11 Total</b>						<b>250.00</b>	<b>0.12</b>	<b>30.00</b>
01	01	991653635A	1/11/12	Plots-Plotter Bond	Sq. Ft.	5.20		
01	01	991672483A	1/24/12	Plots-Plotter Bond	Sq. Ft.	5.20		
01	01	991672419A	1/24/12	Plots-Plotter Bond	Sq. Ft.	5.20		
01	01	991672420A	1/24/12	Plots-Plotter Bond	Sq. Ft.	5.20		
01	01	991775544A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
01	01	991775545A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
01	01	991775543A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
01	01	991775546A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
01	01	991775547A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
01	01	991775548A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
01	01	991775549A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
<b>Plots-Plotter Bond Total</b>						<b>57.20</b>	<b>0.40</b>	<b>22.88</b>
02	01	1619760A	12/14/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	01	1619761A	12/14/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
<b>Copies-B &amp; W 8.5 x 11 Total</b>						<b>2.00</b>	<b>0.12</b>	<b>0.24</b>
02	02	1592305A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
02	02	1592416A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	88.00		
02	02	1592399A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	68.00		
02	02	1592389A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	105.00		
02	02	1592172A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1591646A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1591546A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1591570A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
02	02	1591022A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1591027A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	5.00		
02	02	1592880A	11/28/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1595769A	11/29/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1595770A	11/29/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1595771A	11/29/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1595772A	11/29/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1595111A	11/29/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1597687A	11/30/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1597973A	11/30/11	Copies-B & W 8.5 x 11	Page(s)	4.00		



Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

Project: 263-2750-020, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 263-2750-020/22

Phase	Task	Doc #	Date	Description	Measure	Qty		
02	02	1600248A	12/1/11	Copies-B & W 8.5 x 11	Page(s)	4.00		
02	02	1600193A	12/1/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1600190A	12/1/11	Copies-B & W 8.5 x 11	Page(s)	4.00		
02	02	1598443A	12/1/11	Copies-B & W 8.5 x 11	Page(s)	4.00		
02	02	1599468A	12/1/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1599656A	12/1/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1598897A	12/1/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1598875A	12/1/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1598861A	12/1/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1598914A	12/1/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
02	02	1601973A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
02	02	1601978A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
02	02	1601385A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	5.00		
02	02	1601833A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
02	02	1600902A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	4.00		
02	02	1600777A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	3.00		
02	02	1601852A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	2.00		
<b>Copies-B &amp; W 8.5 x 11 Total</b>						<b>324.00</b>	<b>0.12</b>	<b>38.88</b>
02	02	991638344A	1/3/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
<b>Copies-B &amp; W 8.5 x 11 Total</b>						<b>1.00</b>	<b>0.13</b>	<b>0.13</b>
02	02	991595414A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991595418A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991595419A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991595420A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991595423A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991595431A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1595506A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991595415A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991595416A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991595417A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991595421A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991595422A	11/29/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991600216A	12/1/11	Plots-Plotter Bond	Sq. Ft.	0.65		
02	02	1600217A	12/1/11	Plots-Plotter Bond	Sq. Ft.	0.65		
02	02	991600185A	12/1/11	Plots-Plotter Bond	Sq. Ft.	0.65		
02	02	991600164A	12/1/11	Plots-Plotter Bond	Sq. Ft.	0.65		
02	02	1600165A	12/1/11	Plots-Plotter Bond	Sq. Ft.	0.65		
02	02	1600166A	12/1/11	Plots-Plotter Bond	Sq. Ft.	0.65		
02	02	991600218A	12/1/11	Plots-Plotter Bond	Sq. Ft.	1.30		
02	02	1601123A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601124A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601129A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601162A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601130A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.19		
02	02	1601121A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601122A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601131A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601132A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601125A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601126A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601127A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1601128A	12/2/11	Plots-Plotter Bond	Sq. Ft.	5.20		
<b>Plots-Plotter Bond Total</b>						<b>135.19</b>	<b>0.25</b>	<b>33.80</b>
02	02	991638345A	1/3/12	Plots-Plotter Bond	Sq. Ft.	5.20		

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

Project: 263-2750-020, Invoice Group: 22

Print/Copy Charges Detail

Project Code: / Invoice Group: 263-2750-020/22

Phase	Task	Doc #	Date	Description	Measure	Qty		
02	02	991638346A	1/3/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	1771184A	2/10/12	Plots-Plotter Bond	Sq. Ft.	0.65		
02	02	1771178A	2/10/12	Plots-Plotter Bond	Sq. Ft.	0.65		
02	02	1771179A	2/10/12	Plots-Plotter Bond	Sq. Ft.	0.65		
02	02	991774485A	2/13/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991774486A	2/13/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991774491A	2/13/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991775124A	2/13/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991774484A	2/13/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991774487A	2/13/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991774488A	2/13/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991774489A	2/13/12	Plots-Plotter Bond	Sq. Ft.	5.20		
02	02	991774490A	2/13/12	Plots-Plotter Bond	Sq. Ft.	5.20		
<b>Plots-Plotter Bond Total</b>						<b>59.15</b>	<b>0.40</b>	<b>23.66</b>
03	01	1602350A	12/2/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
03	01	1633671A	12/23/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
03	01	991633031A	12/23/11	Copies-B & W 8.5 x 11	Page(s)	1.00		
<b>Copies-B &amp; W 8.5 x 11 Total</b>						<b>3.00</b>	<b>0.12</b>	<b>0.36</b>
03	01	1775949A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	96.00		
03	01	1775950A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	10.00		
03	01	1775952A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	12.00		
03	01	1776060A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
03	01	1775507A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	4.00		
03	01	1775529A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	36.00		
03	01	1775576A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	24.00		
03	01	991775608A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	2.00		
03	01	991775615A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	36.00		
03	01	1775953A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	930.00		
03	01	1776744A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	234.00		
03	01	1777017A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	78.00		
03	01	1775644A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	8.00		
03	01	1775650A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	40.00		
03	01	1775680A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	12.00		
03	01	1775541A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	147.00		
03	01	1775561A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	78.00		
03	01	1775571A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	20.00		
03	01	991775604A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
03	01	1775396A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
03	01	1775393A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
03	01	991775621A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	147.00		
03	01	991775627A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	78.00		
03	01	991775639A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	44.00		
03	01	1775665A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	2.00		
03	01	991775680A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	2.00		
03	01	1776115A	2/14/12	Copies-B & W 8.5 x 11	Page(s)	1.00		
<b>Copies-B &amp; W 8.5 x 11 Total</b>						<b>2,045.00</b>	<b>0.13</b>	<b>265.85</b>
03	01	1775947A	2/14/12	Copies-Color 8.5 x 11	Page(s)	7.00		
03	01	1775948A	2/14/12	Copies-Color 8.5 x 11	Page(s)	228.00		
03	01	1775951A	2/14/12	Copies-Color 8.5 x 11	Page(s)	294.00		
<b>Copies-Color 8.5 x 11 Total</b>						<b>529.00</b>	<b>0.13</b>	<b>68.77</b>
03	01	1674140A	1/25/12	Plots-Plotter Bond	Sq. Ft.	15.00		
03	01	1754807A	2/3/12	Plots-Plotter Bond	Sq. Ft.	12.00		

Invoice Backup: (EXPTASKA - Exp by Task, Doc # Sort)

Project: 263-2750-020, Invoice Group: 22

**Print/Copy Charges Detail**

Project Code: / Invoice Group: 263-2750-020/22

<i>Phase</i>	<i>Task</i>	<i>Doc #</i>	<i>Date</i>	<i>Description</i>	<i>Measure</i>	<i>Qty</i>		
03	01	1755829A	2/3/12	Plots-Plotter Bond	Sq. Ft.	12.00		
03	01	1776461A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.18		
03	01	991776353A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
03	01	1776372A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
03	01	1776340A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
03	01	1776316A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
03	01	1776306A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.20		
03	01	1776434A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.12		
03	01	1776423A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.14		
03	01	1776442A	2/14/12	Plots-Plotter Bond	Sq. Ft.	5.19		
<b>Plots-Plotter Bond Total</b>						<b>85.63</b>	<b>0.40</b>	<b>34.25</b>





Subject: Employee Guild Contract

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Rob Karlinsey

Approve the Employee Guild Contract for the Years 2012 – 2014 as shown in Exhibit A to this Council Bill.

For Agenda of: March 26, 2012
Exhibits: Exhibit A - Guild Contract
Exhibit B – Unrepresented Employees Compensation & Benefit Changes

Grant unrepresented employees a 3% cost of living increase retroactive to January 1, 2012 and implement compensation & benefit changes for unrepresented employees as shown in Exhibit B to this Council Bill.

Initial & Date

Concurred by Mayor:
Approved by City Administrator: [Signature] 3/22/12
Approved as to form by City Atty: [Signature] VIA EMAIL
Approved by Finance Director:
Approved by Department Head:

Table with 3 columns: Expenditure, Amount, Appropriation. Row 1: Required: approx. \$5.43 million in 2012, Budgeted: approx \$5.43 million, Required: \$0

INFORMATION / BACKGROUND

The Employee Guild contract expired on December 31, 2011. For the past several months, the City has been in negotiations with the Employee Guild for new contracts for 2012 through 2014. As a result of the negotiations, the attached agreement is before the City Council for consideration and approval. Negotiations are still ongoing for the Supervisors' Guild Contract. Some key points of the Employee Guild Contract are as follows:

COLA. Annual Cost of Living Allowance Capped at 3.0% (0% minimum), calculated at 100% of the June Seattle-Tacoma-Bremerton CPI. The COLA for this year, retroactive to January 1, 2012, will be 3.0%.

Medical Benefits. Current medical insurance, dental insurance, disability insurance, life insurance, and retirement plans will be maintained. City will pay 100% of the employee's premium. Starting in 2013, employees will contribute to first dependent medical premiums at the same level (5%) as 2nd, 3rd, and 4th dependent premiums. Starting in 2014, for every dependent medical premium percentage increase above 10%, the employee's contribution to the dependent contribution to the medical premium will increase by the same amount, up to a maximum employee contribution to dependent premiums of 10%.

Job Reclassification – Administrative Assistant. Adjust the administrative assistant position in engineering to community development assistant. The administrative assistant salary range will remain

on the adopted salary plan. If the position ever became vacant, the City reserves the right to fill the position at the administrative assistant level or other level.

**Payroll/Benefits Administrator Range Adjustment.** For the duration of the contract, maintain a minimum 20% spread between the top step of the Payroll/Benefits Administrator and Finance Technician salary ranges (using top step of the Finance Technician as the denominator in the equation).

**Job Reclassification – Construction Inspectors.** Adjust the two construction inspector positions in engineering to construction supervisors. The salary for this new construction supervisor range will be banded with the field supervisor range. The construction inspector salary range will remain on the adopted salary plan. If either or both of the construction supervisor positions ever become vacant, the City reserves the right to fill at the construction inspector level.

**Maintenance Technician I & II Salary Ranges.** Unify Maintenance Technician I and Maintenance Technician II classifications into a single Maintenance Technician classification. Include Above-Mid-Range Requirements that must be achieved before any incumbent in the position can progress above the mid point of the new salary range.

**CDL Class B/Tanker Endorsements.** Require CDL Class B/Tanker Endorsements for all maintenance technicians. Those who do not have their CDL will be required to do so within 18 months. Up to three incumbents who do not have a CDL will be grandfathered from this requirement.

**Summer Laborers.** The City may hire non-guild, temporary summer laborers to help with seasonal workload demands. These employees will be full time and paid a lower hourly rate—roughly between minimum wage and \$12 per hour. These temporary employees will not have City benefits other than the minimums such as FICA, unemployment, and Workers Comp. They will generally perform "unskilled" manual labor work, landscaping, and janitorial services. The City anticipates needing their services between the beginning of May and the first half of September of each year. Language in the proposed contract requires the City to terminate the summer laborer positions before layoffs occur in public works operations.

**Discipline:** Eliminate the eight-week language in the Discipline section of the Personnel Policies and replace it with new language agreed upon by the City's and Guild's attorney (this new discipline language is included in Article XVI of the proposed contract).

**Within-Range Merit Increases.** Reduce the within-range annual merit increase percentage from 0-8% to 0-5%.

**Probation Pay Increase and Reclassification Increase.** Eliminate the 0-5% increase for new hires at six months of employment. Existing employees on probation will be grandfathered. Article XVI, Section 3 of the contract is changed to read: An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 4%.

**Bumping Rights:** Change the contract to reflect the bumping rights Letter of Understanding signed February 15, 2011.

**Safety Shoes or Boots Allowance:** All references to "1 pair of safety shoes or boots (not to exceed \$250 per year)" in Article XVIII of the Collective Bargaining Agreement will be changed to "Safety shoes or boots (not to exceed \$250 per year)"

**Night Time Differential Pay:** Add the following language to Article V Wages Rates, Section 1. Wages and Salary Survey

C. Night Shift Differential: Any time a guild employee is scheduled to work a shift that falls substantially between the hours of 5:00 p.m. to 8:00 a.m., compensation for the entire shift will be increased by 5% over the employee's regular rate of pay. For purposes of this section, "substantially" is defined as 75% or more of the shift."

**Salary Adjustments.** The attached salary schedule will be used for 2012. The 3% COLA is included in the salary ranges in Attachment A of the proposed contract.

**Salary Survey Frequency.** The salary survey frequency will be reduced to every three years with the survey occurring during the last year of the contract with range adjustments effective January 1<sup>st</sup> of the following year. The Guild will be given the opportunity to participate and provide input in the survey process; the AWC salary book will not be the sole resource reviewed. For example, for the 2012-2014 contract, the salary survey will occur in 2014 based on the AWC 2014 salary book and Guild review/input. This process will begin as early in 2014 as possible to assure adoption of salary ranges in the 2015 budget.

**Contract Term.** The effective date of both of the Employee Guild contract will be January 1, 2009. The contracts' terms will go through December 31, 2011.

### Unrepresented Employees

It is proposed that compensation and benefit changes for unrepresented employees mirror those of the Employee Guild. These proposed changes, including salary ranges, are shown in Exhibit B to this Council Bill and summarized as follows:

COLA. Retroactive to January 1, 2013, cost of living percentage increases for the individuals in each of the unrepresented positions will be 3% for non-sworn unrepresented positions (city administrator, finance director, and city clerk) and 3.7% for sworn (police) positions that are unrepresented (police chief and police lieutenant).

Medical Benefits. Current medical insurance, dental insurance, disability insurance, life insurance, and retirement plans will be maintained. City will pay 100% of the employee's premium. Starting in 2013, employees will contribute to first dependent medical premiums at the same level (5%) as 2nd, 3rd, and 4th dependent premiums. Starting in 2014, for every dependent medical premium percentage increase above 10%, the employee's contribution to the dependent contribution to the medical premium will increase by the same amount, up to a maximum employee contribution to dependent premiums of 10%.

Within-Range Merit Increases. Effective immediately, reduce the within-range annual merit increase percentage from 0-8% to 0-5%.

Probation Pay Increase and Reclassification Increase. Effective immediately, eliminate the 0-5% increase for new hires at six months of employment. Existing employees on probation will be grandfathered. An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 4%.

### FISCAL CONSIDERATION

The total compensation amounts as outlined in this proposed contract, including salaries and benefits, were assumed in the 2012 Adopted Budget. A table showing the cost of a 3% COLA as well as the

City's annual cost savings from increased employee contributions to dependent medical premiums is included with this packet item.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:**

Approve the Employee Guild Contract for the Years 2012 – 2014 as shown in Exhibit A to this Council Bill.

Grant unrepresented employees a 3% cost of living increase retroactive to January 1, 2012 and implement compensation & benefit changes for unrepresented employees as shown in Exhibit B to this Council Bill.

**Projected Savings from Increased Employee Contribution to Medical Premiums:**

	Employees' Guild	Supervisor's Guild	Non- Represented*	Total
City annual cost savings in 2012 dollars				
5% Spousal Contribution (Starting in 2012)	\$ 15,846	\$ 1,490	\$ 1,135	\$ 18,471
5% additional for All Dependents (Starting in 2014)	21,879	2,106	1,410	\$ 25,395
City's Total Savings on Health Premiums	\$ 37,725	\$ 3,596	\$ 2,545	\$ 43,866

**Cost of a 3% COLA:**

	Employees' Guild	Supervisor's Guild	Non- Represented*	Total Annual Cost of 3% COLA
Cost of 3% COLA in 2012	\$ 102,402	\$ 18,413	\$ 10,146	\$ 130,961

\*Does not include Police Chief & Lt.



**EXHIBIT A**

**AGREEMENT**

**By and Between**

**CITY OF GIG HARBOR**

**And**

**GIG HARBOR EMPLOYEES' GUILD**

**2012 - 2014**

**PREAMBLE**

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 Employees' 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.

**ARTICLE I - RECOGNITION**

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include those regular employees working full time and regular part time employees working 20 hours or more per week as non-uniformed personnel for the Employer, but shall not include those employees who are non-represented and those represented by other guilds. Job classifications are described more specifically in the City of Gig Harbor Personnel Regulations. The Police Services Specialist and Community Service Officer positions, through inclusion in this contract, waive the right to also participate in Civil Service.

**ARTICLE II - MEMBERSHIP**

**Section 1.** Excepting seasonal laborers as provided in Section 3, all employees who are members of the Guild on the effective date of this Agreement and all employees who may become members thereafter during the life of this Agreement shall as a condition of employment remain members of the Guild in good standing for the term of this Agreement.

**Section 2.** The Employer agrees to deduct 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.

Section 3. In its prerogative, the Employer may hire non-guild, full-time temporary laborers to assist with seasonal workload demands subject to the following restrictions: 1) The temporary employees will receive no Employer paid benefits other than those required to be paid by the employer under state and federal law, and be paid at a lower hourly rate than the hourly rate paid bargaining unit employees doing comparable work (roughly minimum wage to \$12 per hour). The actual rate to be determined from time to time by the Employer. 2) The work generally performed will be "unskilled" manual labor work, landscaping, and janitorial services and generally performed during the months of May through the first half of September of each year. 3) The workers will supplement and not displace any bargaining unit employees. The City will terminate temporary laborer positions before layoffs of employee guild positions in Public Works Operations occur. Temporary laborers shall not be included in the bargaining unit.

### ARTICLE III - NONDISCRIMINATION

**Section 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.

**Section 2.** No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Guild, or lawful 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 except as defined herein.

### ARTICLE IV - HOURS OF WORK AND OVERTIME

**Section 1. Normal workweek.** The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workday may be adjusted by the City Administrator in order to allow flexible work schedules (e.g., 9-80) or to require additional hours of work. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

**Section 2. Overtime.** Overtime as used in this Agreement shall mean hours worked in excess of 40 hours in an established consecutive 7 day work period. Used sick leave, vacation and holidays shall count toward hours worked for the purpose of calculating overtime. Compensation for overtime shall be as set forth in subsections A through H of this article.

- A. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.

- B. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked as defined in this section (time worked in excess of 40 hours in a work week) except for holidays and for hours worked on the last day off before the start of the next work week. Overtime shall be compensated at the rate of two times the regular straight time pay for holidays and for hours worked on the last day off before a work week (Sunday for employees working a normal Monday through Friday work week).
- C. Employees will receive a minimum of 3 hours of overtime pay for work requiring a return to work from home, or other non-work location during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. The pay rate for overtime worked under this paragraph will be determined according to Section 2B above.
- D. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- E. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer (City Administrator, Department Head or manager) and the Employee. The compensatory time shall be used within a reasonable period of time and may be denied by the Employer only if it would cause an undue hardship to the city's operation. Accrued compensatory time off shall be used at a time mutually agreeable to Employer and the Employee. Employees may accrue a maximum of 80 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Section 2b above.
- F. Any employee required to return to work while on vacation shall earn pay at the employee's overtime rate for his/her scheduled shift. In addition, monetary compensation shall be paid to said employee for reimbursement of any actual expenses regarding the rescheduling of hotel/motel, airfare, etc.
- G. When a member of the Guild completes an unscheduled shift in which 4 or more hours fall between the hours of 6:00 P.M. and 6:00 A.M. he/she shall be entitled to overtime pay according to Article IV, section 2 for those hours worked between 6:00 P.M. and 6:00 A.M. In order for a shift to be scheduled, at least 24 hours notice must be given to the employee prior to the start of the shift.
- H. If a scheduled meeting occurs outside an employee's regular shift and involves the use of overtime, a minimum of one hour of overtime shall be earned. In order to qualify, the meeting must begin after 6:00 P.M.

**Section 3. Workweek.** The Employer retains the right to schedule the workweek in any manner, which may be required in order to meet the needs of the community.

## ARTICLE V - WAGE RATES

### Section 1. Wages and Salary Survey.

- A. **Wages.** Effective January 1, 2012, members of the Guild shall receive a cost-of-living increase in their salaries of three percent (3%). The salary schedule (see Attachment "A"), reflects adjustments required due to salary range adjustment and to the cost of living increase for 2012.

Effective January 1, 2013, members of the Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2012 Seattle-Tacoma-Bremerton CPI-W, but not less than 0% nor greater than 3%.

Effective January 1, 2014, members of the Guild shall receive a cost of living wage increase in the salaries based on 100% of the annual increase of the June 2013 Seattle-Tacoma-Bremerton CPI-W, but not less than 0% nor greater than 3%.

- B. **Salary Survey.** The Employer shall initiate a salary survey of employee wage rates during the last year of this Agreement, for the purpose of making appropriate salary range adjustments to be included in the City's Budget effective on January 1 of the following year. The Employer shall analyze the appropriate wages for members relative to a selected group of cities agreed to by the parties. The Guild will be given the opportunity to participate and provide input in the survey process; the AWC salary survey book shall not be the exclusive source for determining salaries in comparable cities. The results of this survey shall be compared with the current-year salary ranges of Guild members at that time, and if the survey results disclose that the salary range midpoint for any Guild position is two and one-half percent (2.5%) or more below the survey range mid-point for that position, then the City will:

1. Adjust the salary range midpoint for an identified position to conform to 100% of the salary survey midpoint.
2. Construct a salary range for this identified position around the adjusted salary midpoint, consistent with the City's past practice.

In the event that there is disagreement between the Employer and the Guild regarding the process or the results of the survey, issues related to the survey or the appropriate salary adjustments, the Guild and the City agree to discuss and negotiate the disagreement in good faith. If the parties are not able to resolve the disagreement by discussion/negotiation, the disagreement shall be folded into the successor contract negotiations between the parties.

- C. **Night Shift Differential:** When a guild employee works a shift 75% or more of which falls between the hours of 5:00 p.m. to 8:00 a.m., the employee's compensation for the entire shift shall be increased by 5% over the employee's base hourly rate of regular pay.

**Section 2. Salary range.** Movement within each salary range shall be as shown within Attachment "B".

**Section 3. Mileage.** Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

**Section 4. 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 two hundred dollars (\$200.00) per credit hour for undergraduate courses and four hundred dollars (\$400.00) 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 respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 for undergraduate courses and \$3,000 for graduate courses in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

**Section 5. Meal Pay.** If an employee is required to work through any meal period he/she shall receive a reasonably priced meal. The employer shall provide the meal or reimbursement.

**Section 6. Layoff Procedure.** The City may determine to layoff employees because of lack of work, lack of funds, or reorganization. At least one week prior to finalizing layoff plans the City will notify the Guild, in writing, to permit the Guild to consult with the City regarding the necessity to layoff employees as well as the methods of implementing the layoff.

The primary order of layoff will be determined by length of service within a classification with consideration of knowledge and skill level when length of service is equal.

No regular full-time employee will be laid off while another employee in the same classification is employed on a probationary or temporary basis. Under no circumstances shall part time positions be used to fill full time positions in order to avoid the payment of benefits. It is the intent of the city not to create part time jobs for the purpose of avoiding the payment of benefits.

The City shall provide three (3) months notice to employees scheduled for layoff and shall provide \$1,500 to an employee designated vendor or reimbursement during the three (3) month notification period, for career counseling and retraining. Approved and designated funds shall be available and may be expended solely within twelve (12) months of the notice of termination.

**Bumping Rights.** An employee scheduled for layoff may exercise bumping rights to a position previously held by the employee in the Gig Harbor Employees' Guild and the Gig Harbor

Supervisors' Guild as long as the employee who is exercising bumping rights pursuant to this provision has seniority. For purposes of this section, seniority is measured by cumulative length of service with the City of Gig Harbor, over the person to be bumped. Seniority shall be broken and service credits will not accumulate after an involuntary termination of employment, voluntary quit, a layoff of more than twenty-four months or an absence of more than twelve months as a result of an occupational injury, disability or illness. However, a leave of absence, approved by the City in writing, or mandatory furlough shall not interrupt seniority, but service credits shall not be accrued during such leave of absence or furlough. Bumping to a position with the municipal court requires the approval of the Judge. See General Rule 29(f)(5)), Washington Court Rules.

Timing. Notification of layoff for each position to be vacated shall be deemed to be effective when the initial notice of layoff is provided to an employee. An employee must give notice within five (5) working days from notice of layoff to exercise bumping rights.

**Transfer in Lieu of Layoff.** An employee scheduled for layoff may request, and the City will consider a transfer to a vacant position for which that employee is then currently qualified.

**Recall Rights.** An employee who has been laid off will be placed on a recall list for a period of two (2) years. If the City determines that a position from which an employee has been laid off will be filled, it will recall employees from the recall list, recalling the employee with the longest length of service, in that classification, first. The employee has the duty to maintain his/her current address with the City.

#### ARTICLE VI - VACATIONS

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Months of Service	Earned Working Hours per Month	Working Days per Year Max.
0 - 12	6.67	10

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31). With prior written approval by the City Administrator, employees who have reached the 240 hour maximum accrued vacation balance and are not able due to no fault of their own to take a sufficient amount of time off in order to avoid losing vacation hours may sell back a maximum of 15 vacation days to the city at year-end. All other accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

#### ARTICLE VII - HOLIDAYS

The following holidays shall be recognized by the city as city holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
*2 Floating Holidays	(taken at employee's discretion)

\* An employee must be on the payroll a minimum of 90 days to receive the floating holiday.

If a holiday falls on a Saturday (or the day following the employee's regular workweek) it shall be observed on the preceding day. A holiday falling on a Sunday (or the day preceding the employee's regular work week) shall be observed on the following day.

If a Department Manager directs an employee to work on a paid holiday, the employee shall receive pay at two times his/her regular straight-time hourly rate for the actual time worked.

Holidays observed during vacation or sick leave shall not be charged against such leave.

## ARTICLE VIII - MEDICAL BENEFITS

**Section 1.** In 2012 the Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee and one dependent. The employee will contribute 5% of the medical premium for second and third dependents each. This contribution will begin following the implementation of the Flexible Spending Account (FSA) for covered employees. For monthly premiums due for each month of 2013, Employees shall contribute to all dependent medical premiums (including the first dependent) at the rate of 5%. For monthly premiums due for the month of January 2014, and for each month thereafter, the employee's contribution to the dependent medical premiums shall increase (over the then current 5% contribution) equal to the percentage point increase, if any, over 10% of the previous year's premium up to a maximum employee contribution to dependent medical premiums of 10%. (For example, if the dependent medical premiums increased by 13% in 2014, the City would cover the first 10% increase, and the employee the additional 3%. The 3% would be added to the 5% currently paid, and the employee would contribute 8% to the dependent medical monthly premium.) In no case shall the employee's share of dependent medical premium(s) exceed 10% of the total dependent medical premium(s). An employee's spouse shall be considered a dependent for purposes of this section.

- 1) Medical - Association of Washington Cities Regence HealthFirst Plan
- 2) Dental - AWC Trust (Plan A - Washington Dental Service) with orthodontia.
- 3) Vision - AWC Trust (Western Vision Service Plan).



Upon implementation of the Flexible Spending Account, the City will pay employees who have no dependents covered on the City-sponsored medical plan \$125 per month. When the Flexible Spending Account becomes effective the City will pay all associated administrative and monthly fees.

## ARTICLE IX - LEAVES

**Section 1. Sick leave.** Full-time employees shall accrue sick leave at the rate of one day 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, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

**Section 2. Return to work.** A medical certificate may be required when there is cause to suspect sick leave abuse; to assist agencies in protecting the employees from returning to work too soon following an illness or injury; or to protect fellow employees or clients from contagious illness. A medical certificate must be required if the reason was personal illness as cited in WAC 356-18-060 (1)(a), (b), or (c), and continued for more than four continuous workdays.

**Section 3. Sick leave bonus.** An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) 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 of the bonus day(s). Upon retirement or voluntary termination twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

**Section 4. Use of sick leave.** Sick leave may be used for the following:

- a. Personal illness or physical incapacity resulting from causes beyond the employee's control.
- b. Medical or dental treatment of the employee or his/her dependents.
- c. Illness within the immediate family (spouse or dependents) necessitating the employee's absence from work).
- d. Maternity or paternity purposes relating to childbirth or related circumstances.

Where practicable, notification of absence due to illness or injury shall be given to the relevant supervisor as soon as possible, but no later than one-half hour after the start of the work day. Failure to so notify shall cause the leave so taken to be construed as leave without pay and may result in disciplinary action.

**Section 5. Bereavement Leave.** A regular full-time employee may be granted up to five (5) days of leave without loss of pay because of death of a member in the immediate family. Leave over five days per death shall be charged to Sick Leave. For purposes of this section, immediate family shall be defined as husband, wife, children, step-children, mother, father, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, brother or sister of the employee and others as authorized by the City Administrator.

**Section 6. Military Leave.** In accordance with RCW 38.40.060, eligible employees shall receive employer pay up to fifteen (15) days during each calendar year.

**Section 7. Jury Duty.** While on jury duty, or while appearing as a legally required witness, any jury duty pay received by the employee during such leave shall be deducted from the employee's base pay. Travel time will be granted in the calculation of this deduction.

**Section 8. Funeral Participation.** An employee may be granted up to three (3) hours time off, without loss of pay, accrued vacation, or sick leave, to participate in a funeral ceremony when first approved by the respective department head.

**Section 9. Voting.** When an employee's work schedule is such that he/she cannot vote prior to or after the normally scheduled working hours, he/she shall be allowed time off to vote without loss of pay, accrued vacation, or sick leave.

**Section 10. Emergency call-outs.** Emergency call-outs before and after normal working hours. Employees shall be given the discretion to take up to six hours for rest after being called out for emergency work. Any normal work hours missed during this rest period shall be considered as sick leave time. The rest period time shall be deducted from the employee's accumulated sick leave. Any time taken in addition to the six-hour rest period shall be considered vacation time and shall be deducted from the employee's accumulated vacation time. Time taken for a rest period shall not be counted against the employee's time earned towards a bonus day off as described in Section 3 of this Article.

## ARTICLE X - BENEFIT PLAN

**Section 1. Statewide pension 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.

**Section 2. Substitute Social Security Plan.** The City shall provide and maintain a benefit plan as a substitute for Social Security benefits. The City Administrator, with guild advisement, shall select the corporation(s) that will manage these benefits. The plan shall consist of three benefits:

- a. Long-term disability;
- b. Life insurance; and
- c. A deferred compensation plan for retirement income.

**Section 3. Workmen's Compensation.** The city shall insure city employees with the State

Workmen's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the workmen's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall endorse such payments to the city.

#### ARTICLE XI - STAND-BY PAY

An employee scheduled for "standby status" shall be compensated as follows:

1. If the standby period is less than eighteen (18) hours, the employee shall receive one (1) hour of pay or compensation time at his/her overtime rate; or
2. If the standby period exceeds eighteen (18) hours but not twenty-four (24) hours, the employee shall receive two (2) hours pay or compensation time at his/her overtime hourly rate.
3. After twenty-four (24) hours, compensation is calculated by repeating the aforementioned method.
4. If the employee is called back to work while on stand-by, compensation shall be computed according to Article IV of this agreement.

Stand-by is defined as: The employee being available to respond to any call for City service during those hours and in such manner as designated by the respective department head. The method of scheduling personnel and the determination of periods for standby assignments shall be the responsibility of the respective department head or his/her designee.

#### ARTICLE XII - TEMPORARY APPOINTMENT

Any employee who is placed in a supervisory position, with prior approval of the City Administrator, for a minimum of two weeks shall receive a pay increase of fifteen percent (15%) (not to exceed the supervisor's actual pay) for the time exceeding two weeks. Accordingly, from two to four weeks, the employee would receive a pay increase of fifteen percent (15%). If the temporary assignment extends more than four weeks, the fifteen percent (15%) pay increase (not to exceed the supervisor's actual pay) will be retroactive to the first day of the assignment.

#### ARTICLE XIII - RIGHT OF ACCESS-GUILD REPRESENTATION

**Section 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 time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

**Section 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 periods, and before and after regular working hours). Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

#### ARTICLE XIV - EMPLOYEE RIGHTS

**Section 1.** Any employee, when being questioned by his/her employer about matters that may result in discipline has the right to:

- A. Receive the specific nature of the charge or allegation against him/her in writing.
- B. Have present his/her choice of the Guild Representative (who must be reasonably available). To a contract maximum of \$250 for all salary-related city expenses, the expense for guild representation shall be paid 50% by the employer and 50% by the Guild when the meeting is requested by the employer. Subsequent to exceeding the \$250 expense maximum, the Guild shall be solely responsible for representation expenses. The employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

**Section 2. City's Rules and Regulations.** It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department. Emergency shall mean an event or set of circumstances which (1) demands immediate action to preserve public health, protect public property, or to provide relief to any stricken neighborhood overtaken by such circumstances, or (2) reaches such a dimension or degree of destructiveness as to warrant the City Council proclaiming the existence of a disaster or the Governor declaring a state of emergency in accordance with appropriate local and state statute.

**Section 3. Maintenance of city services.** In the event of any strike, walkout, slow down or work stoppage, the respective department head and/or City Administrator shall retain the right to require necessary level of staffing from the ranks of guild members in order to insure, in the city's immediate discretion, the safe maintenance of city services.

**Section 4. Failure to comply with Section 3.** Any employee refusing to comply with the conditions of Section 3 above will be subject to immediate dismissal.

## **ARTICLE XV - GRIEVANCE PROCEDURES**

**Grievance defined:** A grievance is defined as an alleged violation of express terms and conditions of this Agreement. If any such grievance arises, it shall be submitted to the following grievance procedure.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

### **Step One - The Respective Department Head.**

The grievance in the first instance will be presented to the respective department head in writing within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. Every effort shall be made to settle the grievance at this Step One.

### **Step Two - City Administrator.**

If the respective department head does not adjust the grievance to the Complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator 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 City Administrator 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 City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

### **Step Three - Mediation.**

In the event the grievant, Guild and Employer are not able to resolve the grievance to the employee's satisfaction at Step Two, the parties may request the assistance of the State Mediation Service.

### **Step Four - Arbitration.**

A grievance may be submitted to arbitration by a written demand for arbitration delivered within ten (10) working days following the decision rendered in Step Two. Within ten (10) working days after delivery of the demand for arbitration, the Employer shall select one (1) person and the Guild shall select one (1) person. Within five (5) working days, such selected persons shall then select a third impartial person who shall serve as chairman of the Arbitration Panel. A majority decision of the Arbitration Panel shall be made in writing within twenty (20) working days following the conclusion of the Arbitration hearing(s). Such decision shall be final and binding on both the Guild and the Employer. The authority of the Arbitration Panel is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to or take away therefrom. Each party shall be responsible for their own costs and the fees and costs of the arbitrator appointed by them. The fees and costs of the third neutral arbitrator shall be borne equally between the Guild and the Employer.

## ARTICLE XVI – DISCIPLINE

Disciplinary action will normally be progressive in nature. Verbal reprimands are a form of counseling, not disciplinary matters subject to the grievance procedure. Disciplinary actions relating to employees serving an initial probationary period, or any extension of an initial probationary period, are not subject to the grievance process, provided however, that an employee serving a promotional probation has a right to return to his or her former position. The right of return may be terminated only for just cause. Termination of employment status (right of return) is subject to the grievance process.

Any employee subject to discipline shall be entitled to Guild representation and/or legal representation at all meetings which the employee is required to attend where discipline is being considered for that employee. Records of the discipline may be retained in supervisory files or confidential 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 that progressive discipline has been followed. A summary of all Internal Investigation files will be retained in accordance with the Washington State Archivists retention schedule.

**Section 4. Notice and Opportunity to Respond.** Upon reaching the conclusion that just cause exists to discipline an employee with a written reprimand, or suspension without pay, demotion or discharge, the department head or supervisor shall provide the employee and the Guild with the following prior to the administration of discipline:

- a. An opportunity to view and/or be provided a copy of all materials which are a part of or related to the investigation upon which the allegations(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.

**Section 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, prior to or at 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 department head or supervisor.

**Section 6. Pre-Disciplinary Meeting.** An opportunity to respond to the allegation(s) or charge(s) shall occur at the Pre-Disciplinary Meeting conducted and presided over by the department head or supervisor, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, including 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.

**Section 7. Representative or Legal Counsel.** The employee may elect to have a representative, including legal counsel present at the initial or other interviews or at the Pre-Disciplinary Meeting, provided that the participation of a representative or legal counsel does not unreasonably delay the interview or review process. An “unreasonable delay” means any delay in excess of ten (10) business days after the date notice of the interview or Pre-Disciplinary Meeting was delivered to the employee.

**Section 8. Employer’s Decision.** Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Pre-Disciplinary Meeting, the department head or supervisor shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

## ARTICLE XVII - PERSONNEL POLICIES

**Section 1.** 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 having general applicability to all employees of 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. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

**Section 2.** During the term of this Agreement, employees may submit a written request that his/her department head review that employee's job classification.

**Section 3.** An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 4%.

**Section 4. Return** – Promoted or transferred employees who do not satisfactorily complete a six (6) month probationary period shall have the right to return to their previous job classification without prejudice, provided that there is a vacant position in that classification. The City will not be required to create a new position for the employee to return to, nor will it be required to “bump” another employee, regardless of status, out of a position for the employee to return to. If the City needs to backfill the vacated position immediately a temporary employee will be utilized if practical, i.e.; summer help, temporary help, interns, etc. The City will notify the guild as to whether or not the position will be backfilled with temporary help during the 6 month probationary period.

**Section 5.** Any time a recruitment for a city position is posted externally, it shall be simultaneously posted internally as well. The City sees the value of growing its employees and recruiting/promoting from within. When and where practical and at the City Administrator’s discretion, the City shall internally post job announcements for at least one week before advertising the position externally.

## ARTICLE XVIII - PERSONNEL RECORDS

The Employer and Guild recognize that effective management requires the maintenance of records regarding an employee's career development. These records may accompany an employee through succeeding management administrations. To ensure that the doctrine of fairness is applied with respect to these records, the following procedure will be adhered to:

1. Whenever any paper is entered into an employee's personnel file, a copy of same shall be provided to the employee.
2. In the case of any paper which reflects unfavorably upon an employee, the employee shall be allowed an opportunity to respond to the content of the paper, in writing, and the employee response shall be included in the personnel file.
3. Each employee shall be allowed access to his personnel file for review of its contents at reasonable times and upon reasonable notice.
4. The Employer, through the department head, shall take measures to assure that, within the Guild, only legitimate supervisory and administrative personnel, and the employee, have access to the employee's personnel file. The confidentiality of personnel records is acknowledged to the extent permissible by law.

#### **ARTICLE XIX - UNIFORMS AND EQUIPMENT**

At the time of employment and as needed thereafter as determined by the department head, full time Police Services Specialists and Community Services Officer will be assigned the following uniform items:

1. 1 skirt, or 1 jumper, or 1 skort
2. 2 blouses and/or shirts
3. 1 vest
4. 1 pair of slacks
5. 1 pair of shoes

At the time of employment, and as needed thereafter as determined by the department head, full time employees except clerical employees and sewer treatment plant operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 7 short sleeve shirts
3. 3 long sleeve shirts
4. Safety shoes or boots (Not to exceed \$250 per year)
5. 3 jackets
6. 3 coveralls

B. Rain Gear:



1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

At the time of employment, and as needed thereafter as determined by the department head, full time sewer treatment plant operators will be assigned the following uniform items:

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. Safety shoes or boots (Not to exceed \$250 per year)
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers
3. 1 pair waterproof shoes or boots

C. Safety Equipment:

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles or a \$350 prescription safety glasses allowance for frames every other year, lenses every year and hard hats.

At the time of employment, and as needed thereafter, to be determined by the department head, full time and regular part time employees, employees from the Planning, Building and Public Works Departments who make periodic inspections or otherwise required to represent the City for development and construction projects outside of the office will be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. Safety shoes or boots (Not to exceed \$250 per year)

3. 1 winter jacket
4. 2 coveralls
5. 4 Logo shirts

**B. Rain Gear:**

1. 1 waterproof coat
2. 1 waterproof trouser
3. 1 pair waterproof shoes or boots

**C. Safety Equipment:**

All safety equipment as required by Washington State and Federal regulations. These items are to include but are not limited to gloves, safety vests, safety goggles and hard hats.

The uniform shall meet the approval of the respective department head and all purchases shall be through his/her office's 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/her complete uniform.

The employer shall be responsible for laundering uniforms for non-office and non-clerical Public Works Operations and Waste Water Treatment Plant employees. Frequency of laundering uniforms shall be established by employer management policy.

For non-office and non-clerical Public Works Operations and Waste Water Treatment Plant employees, in lieu of City provided uniforms, the employee may elect to receive sixteen (16) cents per hour in clothing allowance added to their pay. An employee selecting this option will not have access to City provided uniform laundering. The employee selecting the hourly clothing allowance will still be provided all safety equipment as described in the appropriate section above, as well as the pair of safety shoes/boots.

If this option is selected the employee will not have access to the employer provided uniforms and laundry service for a period of one year from selecting the hourly clothing allowance.

This payment will be treated as ordinary income and taxed accordingly.

**ARTICLE XX - VACCINATIONS**

The Employer shall provide those Employees who are subject to risk or potential disease exposure with the proper and required vaccinations for Hepatitis A, Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

**ARTICLE XXI - LEAVE SHARING**

As per Resolution 393, employees may extend their accrued vacation time to any employee to a maximum benefit of 261 days in any one incidence. For employees eligible for unpaid FMLA leave, shared leave must be used at the same time as unpaid FMLA leave.

**ARTICLE XXII - 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 to a mutually agreeable resolution for the purpose of adequate replacement.

**ARTICLE XXIII - 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 XXIV - TERM OF AGREEMENT**

This Agreement is effective January 1, 2012, and shall continue in full force and effect to and including December 31, 2014.

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 \_\_\_\_ day, March, 2012.

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

\_\_\_\_\_  
Steve Ekberg, Mayor Pro Tem

\_\_\_\_\_  
Greg Foote, President

\_\_\_\_\_  
Rob Karlinsey, City Administrator

ATTEST:

\_\_\_\_\_  
Jaci Auclair

**ATTACHMENT A  
2012 GIG HARBOR EMPLOYEE GUILD SALARY SCHEDULE**

POSITION	2012 Salary Ranges (Includes 3% COLA)		Notes
	Minimum	Maximum	
Senior Engineer	6,370	7,962	
Senior Planner	5,872	7,340	1
Associate Engineer/Project Engineer	5,603	7,004	
Assistant Building Official/Fire Marshall	5,540	6,926	
Accountant	5,413	6,766	
Field Supervisor	5,192	6,490	
<u>Construction Supervisor</u>	5,192	6,490	2
Senior WWTP Operator	4,889	6,112	
Associate Planner	4,700	5,875	
Construction Inspector	4,584	5,730	
Planning / Building Inspector	4,584	5,730	
Wastewater Treatment Plant Operator	4,545	5,681	
Payroll/Benefits Administrator	4,709	5,886	3
Engineering Technician	4,337	5,422	1
Mechanic	4,280	5,350	
Information System Assistant	4,244	5,305	
Assistant City Clerk	4,209	5,261	
Executive Assistant	4,209	5,261	
Special Projects Coordinator	4,209	5,261	
<u>Maintenance Technician</u>	3,286	5,114	4
<del>Maintenance Technician II</del>			
WWTP Collection Tech II	4,091	5,114	
Assistant Planner	4,078	5,097	
Permit Coordinator	4,078	5,097	
Community Development Assistant	3,867	4,834	
Finance Technician	3,833	4,791	
Lead Court Clerk	3,699	4,624	
Custodian	3,286	4,108	
<del>Maintenance Technician I (Laborer)</del>			
Administrative Assistant	3,399	4,249	5
Police Services Specialist	3,344	4,181	
Court Clerk	3,299	4,124	
Administrative Receptionist	3,284	4,105	1
Community Development Clerk	3,284	4,105	1

**Salary Range Notes**

1. Market based range adjustment
2. New position classification to be filled by the two Construction Inspector positions in the engineering division. The salary for this new Construction Supervisor range will be banded with the field supervisor range. The Construction Inspector classification and salary range will remain on the adopted salary plan. If either or both of the construction supervisor positions become vacant, the City reserves the right to fill at the construction inspector level. The job description for this new position classification is dated March 21, 2012.
3. Range Adjustment. For the duration of the contract, maintain a minimum 20% spread between the top step of the Payroll/Benefits Administrator and Finance Technician salary ranges (using top step of the Finance Technician as the denominator in the equation).
4. New position classification combining Maintenance Tech I & Tech II ranges. Incumbents (both Is & IIs) will move into the new Maintenance Technician range but will not be able to exceed mid range of the new range until they have been with the City for at least five years and achieved goals, licenses, and/or certifications. Incumbents who do not have the necessary goals/licenses/certifications but whose current or 1/1/2012 salary exceeds the mid range of the new range will remain at their current step in the salary range until they achieve the necessary goals/certifications/licenses to qualify for the above-mid-range salary. The job description for this new position classification is dated March 21, 2012. The "Above-Mid-Range" Requirements document is incorporated into this job description. The job description for this new position classification includes a requirement for a CDL Class B license with a Tanker Endorsement. Those employees who currently do not have this required CDL are required to obtain the CDL within 18 months of the date of execution of this agreement, PROVIDED, there are two Tech IIs who do not currently (as of March 12, 2012) have a CDL that are excused from this requirement. The current senior Mechanic is also excused from this CDL requirement. The new range represents the low end of the salary survey range for AWC job code 400 and the high end of the salary survey range for the AWC job code 420.
5. Reclassify the Administrative Assistant Position in PW Operations to Community Development Assistant. Retain the Administrative Assistant classification and salary range. If a Community Development Assistant position becomes vacant, the City reserves the right to fill the position at the Community Development Assistant, Administrative Assistant, or other level.

**Note:** Pay increases, if any, as a result of salary range adjustments, will only be retroactive to no sooner than January 1, 2012 if an affected employee had a performance evaluation due between January 1st, 2012 and the date this contract is signed by all parties, subject to the review of the employee's supervisor and the City Administrator who determine whether a within-range merit increase is warranted. These affected positions include those marked as 1 above, Payroll/Benefits Administrator, and Maintenance Technicians (subject to the "Above-Mid-Range" requirements).

Four percent pay increases resulting from reclassifications are effective on the date this contract is signed by all parties. These positions are: Administrative Assistant to Community Development Assistant in PW Operations (1 position); and Construction Inspector to Construction Supervisor in Engineering (2 positions).

**ATTACHMENT "B"**

**PERSONNEL SALARIES**

**SALARY RANGES ADJUSTED ANNUALLY**

1. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
2. Employees hired prior to March 1, 2012 who have satisfactorily completed a six month employment probationary period shall be eligible for a performance pay increase from 0% to 5%. Employees hired after March 1, 2012 are not eligible for a merit increase until their one-year anniversary.
3. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 5% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) 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.

**MERIT/BONUS PAY**

Employees shall be eligible for merit/bonus pay salary increases in accordance with the provisions set forth below:

1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each Department's budget.
2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
3. Merit/bonus pay salary increase shall be granted by the City Administrator and confirmed by the Mayor.

**EXHIBIT B**

**Exhibit B**

**City of Gig Harbor Unrepresented Employees  
Compensation & Benefit Changes**

Proposed Monthly Salary Ranges for 2012, Effective January 1, 2012

Position	2011 Range		2012 Proposed Range		% Change Over 2011
	Minimum	Maximum	Minimum	Maximum	
City Administrator	9,323	11,654	9,603	12,004	3.0%
Chief of Police	7,758	9,698	8,045	10,056	3.7%
Finance Director	7,521	9,401	7,747	9,684	3.0%
Police Lieutenant	6,594	8,243	6,838	8,548	3.7%
City Clerk	5,946	7,433	6,124	7,655	3.0%

Cost of Living Percentage Increases for the individuals in each of these positions will be the same percentages as shown above and retroactive to January 1, 2012.

Other Compensation & Benefit Changes for Unrepresented Employees:

Medical Benefits. Current medical insurance, dental insurance, disability insurance, life insurance, and retirement plans will be maintained. City will pay 100% of the employee's premium. Starting in 2013, employees will contribute to first dependent medical premiums at the same level (5%) as 2nd, 3rd, and 4th dependent premiums. Starting in 2014, for every dependent medical premium percentage increase above 10%, the employee's contribution to the dependent contribution to the medical premium will increase by the same amount, up to a maximum employee contribution to dependent premiums of 10%.

Within-Range Merit Increases. Effective immediately, reduce the within-range annual merit increase percentage from 0-8% to 0-5%.

Probation Pay Increase and Reclassification Increase. Effective immediately, eliminate the 0-5% increase for new hires at six months of employment. Existing employees on probation (if applicable) would be grandfathered. An employee who is promoted or reclassified to a higher salary range (not transferred) shall receive an increase in salary of not less than 4%.

\* The Police Guild contract grants a 3.7% COLA. As in years past, it is recommended that the Chief of Police and the Police Lieutenant receive the same COLA as Police Guild members.



# Proposition 1

## EMERGENCY MEDICAL SERVICES LEVY

All Mail Ballot Election: April 17, 2012

**Pierce County Fire Protection District 5**  
(Gig Harbor Fire and Medic One)

### **Gig Harbor Fire & Medic One**

Gig Harbor Fire & Medic One, serving over 45,000 citizens, responded to 4,447 Fire, Emergency Medical Service, and rescue calls in 2011. The District protects citizens, property, and natural resources in the Gig Harbor Area. The 55 square miles it serves has more than 50 miles of shoreline including Fox and Raft Islands. The District responds to 9-1-1 calls at homes and apartments, along all roads and bridges, retirement facilities, the correctional facility, Tacoma-Narrows airport, schools, and local businesses.

### **Situation**

Since 2010, funding for basic operations and maintenance has decreased by \$2.4 million. This decrease is due to the recession and lower assessed property values. The average response time for Emergency Medical Services is 5 minutes in Gig Harbor and 7 minutes outside the city. These times meet or exceed the recognized national standards over 90 percent of the time. In the short-term, the District is relying on budget reserves to maintain current levels of service. A long-term, stable funding solution is required to maintain the current levels of service and fast response times.

### **Proposition 1: Emergency Medical Services Levy**

Prop. 1 would restore approximately half the funding cuts and preserve current levels of service and fast response times. The measure would fund Emergency Medical Services including Basic and Advanced Life Support, Medic One units, personnel—including paramedics, training, equipment and 9-1-1 emergency response. The measure covers a patient's emergency service out-of-pocket costs for Gig Harbor citizens that are not reimbursed by their insurance.

### **Accountable & Stable Funding to Preserve Current EMS Services**

The levy rate of up to .50 cents per \$1000 of assessed value would be the same as all other Fire Departments in Pierce County that provide Basic and Advanced Life Support. Prop. 1 would provide stable, long-term funding to preserve current levels of service and fast response times. The measure includes citizens' right of referendum and requires accounting of all expenditures, updated every two years and available to the public.





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

**Subject: Second Reading – Ordinance Prohibiting Parking in Fire Lanes**

**Dept. Origin:** Court

**Prepared by:** Stacy Colberg *Sc*

**Proposed Council Action: Consider Penalty Amount and Adopt Ordinance No 1237 Prohibiting Parking in Fire Lanes and Establishing a Penalty in the Amount of \$150.**

**For Agenda of:** March 26, 2012  
**Exhibits:** Draft Ordinance

Initial & Date

**Concurred by Mayor:** \_\_\_\_\_

**Approved by City Administrator:** *RSK*

**Approved as to form by City Atty:** *apprvd via email*

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** *Sc*

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

**INFORMATION / BACKGROUND**

The UFC reference (Uniform Fire Code) is one that was adopted years ago (1997) but has since been replaced by the International Fire Code (IFC) 503.4 (2009).

Under Title 15 Section 15.06.020(E) GHMC the City adopts the International Fire Code-2009 (IFC). Violations of the IFC are Criminal offences punishable by fine of up to \$5,000.00 and/or imprisonment for up to one year 15.24.080 (B,C) GHMC.

Section 503.4 IFC-2009 reads: "Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times."

Under IFC, what used to be a \$20 parking ticket is now a gross misdemeanor. The proposal is to handle fire lane parking violations more in line with other parking violations by adding a new section to the existing chapter 10.06 for parking regulations. Based on the Council discussion at the first reading of this ordinance staff recommends a penalty of \$150.

See comparison chart and other data retrieved on this topic incorporated herein and/or attached hereto.

**For Review:**

- 1) How many fire zone tickets issued in 2010 and 2011?  
**Answer: 2010 =3 2011 =1 2012 =1**
- 2) What do other cities charge for the violation?  
**Answer: See comparison chart below**

**Answer:** See comparison chart below

3) How often does the fire department encounter blocked fire zones?

**Answer:** Paul Rice/Stacy Colberg will provide update at council meeting

4) How much is penalty for parking within 15ft of fire hydrant?

**Answer:** \$30 (under review)

**Parking in Fire Zone Comparison**

	Fire Code	Offense	Penalty	Bail Amt
Tacoma Municipal Court	IFC	Misdemeanor	\$100 1st/\$250 2nd	\$1,000
Port Orchard Municipal	IFC	Parking	\$250	
Poulsbo Municipal Court	IFC	Infraction	\$30	
Pierce County District Court	IFC	Misdemeanor	\$150 1st /\$250 2nd	\$1,000
Federal Way Municipal	UFC	Parking	\$150	
Fife Municipal Court	UFC	Parking	\$250	
Sumner Municipal Court	IFC	Infraction	\$250	
Seattle Municipal Court	IFC	Parking	\$47	towing
Bremerton Municipal Court	IFC	Misdemeanor		\$1,000
Gig Harbor Municipal Court	IFC	Gross Misd		\$5,000
Lakewood Municipal Court	IFC	Misdemeanor		\$1,000

Most Common Infractions	Penalty
No Insurance	\$550
Expired Tabs/Veh Registration	\$216
Speeding <10mph Over	\$124
Speeding in School Zone	\$189↑
Cell Phone Use While Driving	\$124
Inattention to Driving	\$250
Fail to Yield Right of Way	\$175
No Seatbelt	\$124
Fail to Stop at Sign/Control	\$124
Passing Stopped School Bus	\$394
No License on Person	\$124

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION / MOTION**

**Move to:** Decide on penalty amount and adopt ordinance at second reading.

**ORDINANCE NO. 1237**

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PARKING REGULATIONS; AMENDING CHAPTER 10.06 OF THE GIG HARBOR MUNICIPAL CODE BY ADDING THE DEFINITION OF "FIRE LANE" AND A NEW SECTION 10.06.045 PROHIBITING PARKING IN FIRE LANES AND ESTABLISHING A PENALTY FOR SAME; ADDING A NEW SECTION 15.16.097 TO THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, the City adopted the International Fire Code (2009 Ed.) under chapter 15.06.020 of the Gig Harbor Municipal Code; and

WHEREAS, Section 503.4 of the International Fire Code prohibits obstruction of fire lanes, punishable as a gross misdemeanor under GHMC 15.24.080(B); and

WHEREAS, the City desires to handle fire lane parking violations in a manner similar to other parking violations within the City by adding a new section to chapter 10.06 (Parking Regulations) of the Gig Harbor Municipal Code; Now, therefore,

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

Section 1. Section 10.06.010 - Amended. Section 10.06.010 of the Gig Harbor Municipal Code is amended to add, in alphabetical order, the following definition:

"Fire lane" means the area within any public or private property reserved for fire vehicles and other firefighting apparatus and emergency equipment to use, travel upon and/or park.

Section 2. Section 10.06.045 - Added. A new section 10.06.045 is added to the Gig Harbor Municipal Code to read as follows:

**10.06.045 Parking in fire lane – prohibited - penalty.**

- A. No person shall stop, stand or park a vehicle, whether occupied or not, within any fire lane except:
1. Momentarily to pick up or discharge a passenger or passengers provided the driver must remain with the vehicle at all times and must immediately vacate the fire lane if a fire truck or other firefighting or emergency vehicle arrives; or
  2. When necessary to temporarily avoid conflict with other moving traffic; or

3. In compliance with the direction of a police officer, fire official, traffic control sign, signal or device.
- B. Fire lane locations shall be designated by the building official, fire marshal or city engineer and identified either by a red painted curb or appropriate signage prohibiting parking due to the fire lane.
- C. Any person in violation of this section shall be guilty of a civil infraction and subject to a monetary penalty in the amount of \$150.

Section 3. Section 15.16.097 - Added. A new section 15.16.097 is added to the Gig Harbor Municipal Code to read as follows:

**15.16.097 Amendment to IFC Section 503.4.**

Section 503.4 of the IFC is amended to read as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. Any parking in violation of this section shall be a violation under chapter 10.06 GHMC. The minimum widths and clearances established in Section 503.2.1 shall be maintained at all times.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Pro Tem Steven Ekberg

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

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Angela S. Belbeck

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:





RECEIVED

MAR 19 2012

CITY OF GIG HARBOR

March 16, 2012

Chuck Hunter  
3510 Grandview St.  
Gig Harbor, WA 98335

RE: Scheduling of Meeting to Form New Public Transportation Benefit Area Authority

Dear Mayor Hunter:

RCW 36.56A.050 requires within sixty (60) days of the Public Transportation Improvement Conference (PTIC) resolution, effective March 9, 2012, that Pierce County and "the elected representative of each city within the [newly defined Public Transportation Benefit Area (PTBA)] shall provide for the selection of the governing body of such area...". The governing body is known under the statute as the PTBA "authority" and it consists of the elected officials "selected by and serving at the pleasure of the governing bodies of component cities within the area and the county...". Hereinafter, we refer to this selection activity as the "authority composition meeting".

This sixty day period runs simultaneously with the thirty (30) day period as provided by RCW 36.57A.030 for the county to take such action as authorized by the statute and the sixty day period, as provided by RCW 36.57A.050 for any component cities to take such action as authorized by the statute. The county and each component city should consult its own legal counsel regarding these provisions.

As requested by the Pierce Transit Board of Commissioners at its March 12, 2012 Board meeting, we are acting to facilitate the scheduling and conduct of the authority composition meeting referred to in paragraph one above. Therefore, we are suggesting the following dates, times and places for the authority composition meeting:

Location for all suggested times will be:  
Pierce Transit Training Center  
3720 96<sup>th</sup> St SW  
Lakewood, WA 98499

Wednesday	April 11, 2012	9:00am – 12:00pm
Wednesday	April 11, 2012	12:00pm – 3:00pm
Thursday	April 12, 2012	3:00pm – 6:00pm
Thursday	April 12, 2012	9:00am – 12:00pm

Unless otherwise instructed, we will schedule the authority composition meeting based on either a majority or plurality of the responses received to this request. Responses need to be received by us no later than **April 3, 2012**.

Pierce Transit  
C/O Treva Percival  
Clerk of the Board  
P.O. 99070  
Lakewood, WA 98496  
253-581-8066  
[tpercival@piercetransit.org](mailto:tpercival@piercetransit.org)

Please review RCW 36.57A.050 bearing in mind that the new authority cannot be greater than nine (9) voting members and that cities excluded from direct membership are to designate a member of the authority to represent their interests. The legislative body of each city without direct membership must notify the authority as to the identity of its authorized representative on the authority.

This authority composition meeting also shall serve as the PTBA governing body composition review as required by RCW 36.57A.055.

We look forward to your responses and the scheduling of this meeting at your earliest convenience.

Sincerely,



Treva Percival, Clerk of the Board  
Pierce Transit

cc: Pierce Transit Board of Commissioners  
City Managers  
City Clerks

# Proposal to use PSRC designations for Pierce Transit Board Representation

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Pierce County - From 3 to 2 members

Tacoma (Metropolitan City) - From 3 to 2 members

Puyallup (Core City) Gets a permanent seat from rotating seat (U.P.)

Lakewood (Core City) - Remains the same with a permanent seat

Fife (Large City) - Gets a permanent seat

University Place (Large City) - Gets a permanent seat from rotating seat (Puyallup)

Smaller Cities (1): Selected every 3 years (Remains the same, but eligibility is reduced because of new boundary - Edgewood, Fircrest, Gig Harbor, Milton, Pacific, Ruston, or Steilacoom)



## 2010 PSRC Covered Employment Estimates by Jurisdiction

City	Const/Res	FIRE	Manufacturing	Retail	Services	WTU	Government	Education	Total
Tacoma	2,696	5,391	6,437	10,158	47,374	6,206	12,918	6,044	97,223
Uninc. Pierce	6,419	1,508	3,940	5,572	20,267	4,476	14,651	7,735	64,567
Lakewood	985	1,185	754	2,882	9,579	1,369	3,928	2,645	23,327
Puyallup	884	701	479	4,556	10,362	1,170	722	1,707	20,582
Fife	1,219	315	1,173	1,405	2,705	3,691	748	205	11,462
Sumner	2,180	281	1,455	740	1,374	2,086	182	491	8,789
Gig Harbor	455	492	197	1,651	4,764	329	230	337	8,455
University Place	262	395	70	703	2,792	105	444	783	5,555
Bonney Lake	149	150	18	1,343	1,865	24	215	396	4,161
DuPont	*	*	901	98	610	29	59	163	2,770
Buckley	252	19	45	75	282	35	996	254	1,958
Pacific	552	0	69	17	116	1,064	0	0	1,819
Milton	174	61	154	346	644	14	80	218	1,690
Fircrest	27	246	*	58	687	*	79	107	1,218
Edgewood	327	24	30	103	313	108	29	257	1,191
Orting	*	23	*	51	373	3	248	318	1,066
Eatonville	18	26	0	92	378	5	62	259	841
Steilacoom	58	16	0	*	142	*	67	286	612
Auburn	0	21	*	138	298	*	0	74	547
Roy	*	*	*	*	31	0	19	44	150
Ruston	*	*	0	8	91	*	12	0	125

## Gig Harbor City Council Meeting

Now that the funding has been approved for the Pt. Fosdick road project, I want to re-emphasize to the entire City Council the impact this will have on the businesses in this area. The year-long presence of active construction will be a serious deterrent to normal traffic, and to us business owners, that means a deterrent to normal business.

With ongoing construction for a year, it will have a negative impact of over 6 figures for our business alone. Multiply this by each of the businesses in this area and it is a significant impact not only to the business owners, but to the employees of these businesses who will simply not have as much work available. This downturn in sales also obviously impacts the tax revenue for the city.

I strongly support doing as much of this work as possible at night.<sup>^</sup> Virtually all of the businesses at the East end of Pt. Fosdick are closed after 10:00 PM. At one of the open houses, it was brought up to possibly do the work at night; one of the engineers responded that it is inconvenient to do so. Convenience doesn't pay our bills, daily business does. While it is not a City project, all of the work on the Olympic drive overpass is being done at night so it is apparent that construction work can be done at night. While night road work and its' noise may not be a good thing for the Inn and it's patrons, I would advocate doing that area of the work during days, but I think that at the least, the work on Pt. Fosdick should be done at night.

*This Area is All Commercial &*

I understand the plan is to ensure that driveways are kept open and they will have flaggers available, but this really won't mitigate the impact. **Any** active construction is the deterrent, and it doesn't help when notices on the city's web site for projects such as the overpass work read "**Motorists are recommended to avoid this area as much as possible**".

I feel it is incumbent upon the City Council to fully support the City's businesses and its' citizens by working harder to minimize what can be devastating impacts from this project.