

# City Council Meeting

**November 9, 2015  
5:30 p.m.**



**AGENDA**  
**GIG HARBOR CITY COUNCIL**  
**November 9, 2015 – Council Chambers**

**CALL TO ORDER / ROLL CALL:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes October 26, 2015.
2. Correspondence / Proclamations: a) Proclamation for American Indian Heritage Month.
3. Liquor License Action: a) Renewals: Marketplace Grille, Blue Cannon Pizza Company, Albertson's, Pioneer 76, Qdoba Mexican Grill, The Wine Studio, Bartell Drug Company, Tobacco Harbor, and Greenhouse Restaurant; b) Special Occasion Liquor License: Skansie Netshed Foundation.
4. Receive and File: a) Impacts of Growth – Planning & Building Minutes Oct. 26, 2015; b) Intergovernmental Affairs Committee Minutes: Oct. 21, 2015; c) PW Committee Minutes: Oct. 12, 2015.
5. Resolution No. 1013 - Housekeeping Update to Drug and Alcohol Policy.
6. Boating Infrastructure Grant – Grant Support Services – Professional Services Contract.
7. Approval of Payroll for the month of October: Checks #7592 through #7606 and direct deposit transactions in the total amount of \$574,691.60.
8. Approval of Payment of Bills: Checks #79725 through #79824 in the amount of \$755,465.19.

**PRESENTATIONS:**

1. Show of Appreciation to Representative Caldier.
2. Proclamation for American Indian Heritage Month, Claudia Marston .
3. Award Presentation to our local Police and Firefighters.

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. Public Hearing – General Fund Revenue Sources.
2. Resolution No. 1014 - Property Tax Levy and Resolution No. 1015 - Excess Property Tax.
3. First Reading of Ordinance – Unauthorized Recording of a Motion Picture.

**CITY ADMINISTRATOR / STAFF REPORT:**

Tree Update, City Administrator Ron Williams.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Civic Center closed for Veteran's Day – Wed. Nov. 11<sup>th</sup>.
2. Council Worksession on Impacts of Growth – Finance, Information Services, Communications/Tourism, Mon. Nov. 23<sup>rd</sup> following the Council Meeting.

**ADJOURN TO WORKSTUDY SESSION:** Impacts of Growth – Police Department.

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
























**MINUTES**  
**GIG HARBOR CITY COUNCIL**  
**October 26, 2015 – Council Chambers**

**CALL TO ORDER / ROLL CALL:**

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

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of City Council Minutes October 12, 2015.  
2. Liquor License Action: a) Devoted Kiss Café Application in lieu of Current Privilege.  
3. Receive and File: a) Impacts of Growth – Public Works Minutes Oct. 12, 2015;   b) Boards and Commissions Candidate Review Minutes Oct 19, 2015;    
 c) Third Quarter Financial Report;   d) Public Works Committee Minutes Sept 14, 2015.  
4. Appointments to Arts Commission and Lodging Tax Advisory Commission.  
5. Second Reading of Ordinance No. 1326 - Special Event Filing Period.  
6. Maritime Pier Art Contract.  
7. Harborview Drive Sidewalk Project - Critical Areas Review Update – Professional Services Contract/Parametrix.  
8. Updating the Sewer Hydraulic Model – Professional Services Contract/HDR Engineering, Inc.  
9. Approval of Payment of Bills: Checks #79585 through #79724 in the amount of \$679,819.05.

**MOTION:** Move to adopt the Consent Agenda as Presented.  
Malich/Lovrovich - unanimously approved.

**PRESENTATIONS:**

Association of the United States Army Meriwether Lewis Chapter.

Warren Zimmerman, Gig Harbor Subchapter member, gave a brief description of the Chamber of Commerce involvement of the AUSA and Merriweather Lewis Chapter. He introduced John Guardia, President of the Gig Harbor Subchapter.

John Guardia presented the history of the organization and explained all the services they provide.

[Amy Tiemeyer, President of the Meriweather Lewis Chapter](#) continued to describe the services and programs that AUSA is involved. She encouraged everyone to become involved with the Gig Harbor Subchapter.

**OLD BUSINESS:** None scheduled.


**NEW BUSINESS:**

1. [Skansie Netshed Lease](#).  ⇐ Councilmember Ekberg disclosed that his firm provides insurance coverage for the Skansie Netshed Foundation, but it would not affect his ability to make a decision.

[City Administrator Ron Williams](#) presented this lease that would allow the Skansie Netshed Foundation to complete the restoration of the Netshed and to lease the building to provide programming to pursue the interpretation of historic and contemporary commercial fishing family cultural heritage.

Councilmember Lovrovich announced that as a member of the Board of the Skansie Netshed Foundations, she would be abstaining from the vote.


MOTION: Move to approve and authorize the Mayor to execute a lease with the Skansie NetShed Foundation to conduct certain programs and to complete a grant for the Skansie Netshed.  
Payne / Perrow - unanimously approved.

2. [Grandview Forest Park Tree Removal Phase 2 Project – Construction Bid Award](#).  ⇐ Project Engineer Marcos McGraw presented this contract for the removal of two diseased trees within the Grandview Forest Park and two with the Skate Park. He addressed questions.

MOTION: Move to approve a Small Public Works Contract with Woodland Industries GC, Inc. in the amount of \$5,414.15 for tree removal.  
Payne / Arbenz - unanimously approved.

MOTION: Move to authorize the Public Works Superintendent to approve additional expenditures up to \$2,000 to cover any cost increases.  
Payne / Arbenz - unanimously approved.

**CITY ADMINISTRATOR / STAFF REPORT:**

[Pierce County Trails Outstanding Project Award – The Cushman Trail](#).  ⇐ City Administrator Ron Williams explained that this award from ForeverGreen Trails Council was awarded for significant accomplishment made to further the vision of a regional trail system in Pierce County.

**PUBLIC COMMENT:**

[Tim Geringer – 3410 48<sup>th</sup> St. Ct. NW](#). Mr. Geringer thanked Council for prioritization of the sidewalk project on 38th. He said he understands that it will take phases and time but he is confident it will get done.



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

[Mayor Guernsey](#) announced she was in Washington D.C. this past week and took a gift from the Gig Harbor Candy Company for the Republic of Croatia Ambassadors, the Embassy, and his staff.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Planning / Building Committee: Mon. Nov 2<sup>nd</sup> at 5:30 p.m.
2. Public Works Committee: Mon. Nov. 9<sup>th</sup> – 4:00 p.m.
3. Council Workstudy Session: Impacts of Growth – Police Dept.: Mon. Nov. 9<sup>th</sup> following the Council Meeting.

**ADJOURN TO WORKSTUDY SESSION:**

Impacts of Growth – Planning and Building. The meeting adjourned to the workstudy session at 5:52 p.m.

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Jill Guernsey, Mayor

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Molly Towslee, City Clerk

## PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

**WHEREAS**, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

**WHEREAS**, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

**WHEREAS**, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

**WHEREAS**, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

**WHEREAS**, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned;

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

## NATIONAL AMERICAN INDIAN HERITAGE MONTH

and invite all citizens of Gig Harbor to join me in this special observance. In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 9<sup>th</sup> day of November, 2015.

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Mayor, City of Gig Harbor

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Date

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 10/08/2015  
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20160131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. LAI FOOK, RICHARD ANTHONY LAI FOOK, TERRY-ANN CARLENE	MARKETPLACE GRILLE 8825 N HARBOVIEW DR STE C & D GIG HARBOR WA 98332 2149	084215	BEER/WINE REST - BEER/WINE
2. EMPIRE RESTAURANTS INC.	BLUE CANNON PIZZA COMPANY 4726 BORGEN BLVD STE B GIG HARBOR WA 98332 6832	405752	BEER/WINE REST - BEER/WINE BEER/WINE REST - BEER/WINE
3. ALBERTSON'S LLC	ALBERTSON'S #406 11330 51ST AVE NW GIG HARBOR WA 98332 7890	083474	SPIRITS RETAILER
4. GRANITE SERVICE, INC.	PIONEER 76 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE
5. ZRC OPERATIONS COMPANY, INC.	QDOBA MEXICAN GRILL 4726 BORGEN BLVD STE A GIG HARBOR WA 98335 0000	403619	BEER/WINE REST - BEER/WINE
6. THE WINE STUDIO OF GIG HARBOR,	THE WINE STUDIO OF GIG HARBOR 3123 56TH ST NW STE 5 GIG HARBOR WA 98335 1302	080669	TAVERN - BEER/WINE OFF PREMISES
7. THE BARTELL DRUG COMPANY	BARTELL DRUG COMPANY #39 5500 OLYMPIC DR GIG HARBOR WA 98335 1487	077055	GROCERY STORE - BEER/WINE SPIRITS RETAILER
8. I.T. INVESTMENTS (U.S.) LTD	TOBACCO HARBOR 5114 POINT FOSDICK DR NW STE H GIG HARBOR WA 98335 1734	410944	GROCERY STORE - BEER/WINE

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 10/08/2015  
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20160131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
9 . FULLER GREENHOUSE RESTAURANT L	FULLER GREENHOUSE RESTAURANT 4793 FT FOSDICK DR NW STE 400 GIG HARBOR WA 98335 2315	403430	SPIRITS/BR/WW REST LOUNGE -

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

TO: MAYOR OF GIG HARBOR

October 26, 2015

SPECIAL OCCASION #: 094177

SKANSIE NETSHED FOUNDATION  
3207 HARBORVIEW DR  
GIG HARBOR WA 98335

DATE: DECEMBER 12, 2015

TIME: 4 PM TO 8 PM

PLACE: SKANSIE NETSHED - 3207 HARBORVIEW DR, GIG HARBOR

CONTACT: ANDREW BABICH [DOB 5.16.66] 253-209-0535

SPECIAL OCCASION LICENSES

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

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

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

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

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

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

**MINUTES**  
**GIG HARBOR CITY COUNCIL WORKSTUDY SESSION**  
**October 26, 2015 – Council Chambers**

**CALL TO ORDER:**

Mayor Guernsey called the worksession to order at 6:00 p.m.

1. Impacts of Growth – Planning / Building Departments.

Planning Director Jennifer Kester began the session by describing the Planning Department functions. She then moved on to land use permit growth since 2008, and efficiencies gained and lost. Ms. Kester then spoke to the future of Planning and Permitting as it relates to the projected impacts of growth. She finalized by sharing the development plan for the future.

She addressed questions.

Building Official Paul Rice spoke next, also using a PowerPoint presentation to illustrate the impacts of growth on the Building and Fire Departments. He began with an introduction of the four employees in the department, citing their credentials. He gave an overview of the statutory requirements they are required to know and follow and the tasks required. He explained the slide that shows that inspections and permit review are at an all-time high. He then described the things that they would like to do better and see happen in the future. He showed the increase in permit activity and inspections since 2008 and projected out to 2020.

He answered questions.

Mayor Guernsey and Councilmembers were complimentary of the presentations, and the way staff has dealt with the increased workload.

There were no further comments and the meeting adjourned at 7:10 p.m.



## Intergovernmental Affairs Committee

### MINUTES

October 20, 2015 – 4:00 p.m.  
Gig Harbor Civic Center – Executive Conference Room

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#### Call to Order

Councilmember Payne, Councilmember Perrow, Ron Williams, Jeff Langhelm, Shawna Wise, Dale Learn via speakerphone. Briahna Murray joined the meeting at 4:15 pm.

#### Federal Legislative Update

1. Remainder of 2015
  - a. Status of FEMA Flexibility Language on Fiscal Year 2016 (FY16) Homeland Security Bill (Costal Communities' Projection). – Congressman Kilmer was able to get flexibility language to help coastal communities. It is on a continuing resolution through the middle of December and Mr. Learn said we will have to wait until it passes to look into any possibilities for the City.
  - b. Land and Water Conservation Fund Reauthorization/Funding – Mr. Learn explained that an Op-Ed was completed for this fund which is for restoration and environmental projects. Fund is currently being debated but has a lot of support in our delegation. Should be finalized by the end of the year.
  - c. Speaker of the House Turmoil – Speaker Boehner retired and now there is a vacancy. House and Senate are encouraging Congressman Ryan to fill that spot. Mr. Learn stated that this would be good for our state because Senator Murray has a good working relationship with him.
  - d. Other FY16 Issues – Mr. Learn explained that the debt ceiling will be hit by November 5<sup>th</sup> and without an extension there could be defaults. This will determined how we move forward in the upcoming months.
2. Efforts to Support Puget Sound Communities by the Washington State Delegation

Mr. Learn said the delegation has been aggressive in supporting the two pieces of legislation geared toward Puget Sound communities:

  - a. H.R. 2833/S. 1623, Maritime Washington National Heritage Area Act – geared toward commercial/tourist side of the coastal communities.
  - b. H.R. 3680, Promoting United Government Efforts to Save our Sound Act – PUGET SOS Act – geared toward clean-up and restoration efforts.



3. [Surface Transportation Authorization in 2015](#)

- a. Deadlines (Oct. 26 & Dec. 11) - House submitted a bill similar to Senate bill. Large infrastructure projects, and specificity on transportation alternatives are on this bill. Mr. Learn said there will be a possible 6-year transportation bill by the end of the year but there are challenges.

Councilmember Payne asked if there are extensions, are there better odds of a new authorization. Mr. Learn explained that Congress struggles with the pay-fors and that is why he feels there is a 50/50 chance of it passing. He said by the end of the year there will be a new long-term bill or a longer extension.

4. [Staff Changes](#)

- a. Rep. Kilmer's Office – The legislative director has left and Katie Allen is his replacement. Mr. Learn said he and Paul Hoover have already met with her and have a start to a good working relationship. No changes to the local staff.

5. [Gig Harbor Projects](#) – Mr. Learn shared a grant list with the Committee. He said he will provide the committee with information throughout the year when he is alerted of possible funding. Mr. Learn stated that the majority of grants are administered regionally and through the state.

- a. Ancich Waterfront Park – BIG grant is available in the next cycle.  
b. Gig Harbor North Ball Fields - Safe Schools Program will be explained by Briahna Murray.  
c. Sidewalk Grant Funding Options – Transportation alternatives were block granted to the states, although it is federal money.

Mr. Learn explained that he and Paul Hoover will monitor projects of interest, review grants as they become available, and send them to the City as options. Notice of available funding comes out periodically throughout the year and then GTH will alert us of a possible opportunity and direct us to the next step.

## [State Legislative Update](#)

1. 2016 Legislative Agenda

- a.  [Gig Harbor Legislative Agenda](#) – The Committee reviewed Briahna Murray's track changes to the Gig Harbor Legislative Agenda.

Capital Funding Request – For future funding requests, the Committee agreed to have a 1 pager that focused on dock investments in our community, not just the Maritime Pier Expansion. Ms. Murray said she would provide a rough draft of the legislative ask without a dollar amount because the needs are not known at this time.

Transportation Funding – The Committee agreed to include 302 to the West Sound Alliance funding requests. Ms. Murray explained that there is motivation from Jesse Young for some unique transportation proposals with the toll booths, however Senator Angel would like to keep the toll booth operations as they are now. Ms. Murray recommends that the City wait and see what is introduced and take up the issue one bill at a time rather than add it as a legislative agenda item. The Committee agreed.

Supporting State Grant Programs – Ms. Murray recommended removing the language about the grant programs since the grant cycles have ended. Councilmember Perrow stated there is a little confusion on what was appropriated for the \$73,547 restoration grant for Eddon Boat House. Ms. Murray suggested the City leave the item off the agenda until she researches what is needed for administrative action.

- b.  [AWC Legislative Priorities](#) -

c.  [Emerging Issues](#) – Ms. Murray reviewed the emerging issues and Councilmember Payne stated that he would like the appropriate City staff to review each item to determine if they are City issues. Ms. Murray said that the agenda should be set by end of



November. The Committee also agreed to add funding for the Mainstreet Program as a top legislative agenda item.

Ms. Murray will work with Shawna Wise to schedule meetings with legislators for after the next IGA meeting in November.

**Other Business**

1. [Pierce Transit Route Modifications](#) – Councilmember Perrow explained that he is led to believe routes could be changed and he would like to discuss more in detail but the meeting is coming to a close. Councilmember Payne requested that this agenda item be moved up between Federal and State Updates for the next IGA meeting.

**Adjourn** – Meeting adjourned at 5:12 pm.

**Next Meeting Date:** November 23, 2015

**MINUTES  
CITY OF GIG HARBOR  
PUBLIC WORKS COMMITTEE  
Monday, October 12, 2015 – 4:00 p.m.  
Public Works Conference Room**

**CALL TO ORDER / ROLL CALL:**

Council Member – Steven Ekberg: Present  
Council Member – Rahna Lovrovich: Present  
Council Member – Ken Malich: Present  
Mayor – Jill Guernsey: Present  
Public Works Director – Jeff Langhelm: Present  
City Engineer – Stephen Misiurak: Present  
Public Works Superintendent – Greg Foote: Present  
Senior Engineer – Emily Appleton: Present  
Senior Engineer – Trent Ward: Present  
Executive Assistant – Maureen Whitaker: Present  
John Chadwell, Olympic Property Group: Present

**APPROVAL OF MINUTES:**

Approval of September 14, 2015 Minutes

**OLD BUSINESS:**

1. [Harbor Hill Drive Extension – Verbal Update – Trent Ward/Steve Misiurak.](#)  
Mr. Ward explained that the project has obtained a federal Functional Roadway classification and has been submitted into the WSDOT Statewide Transportation Plan (STIP). Approval onto the STIP is anticipated sometime this month, and once achieved, will enable the City to pursue federal funding sources.

Mr. Ward further stated that a state Transportation Improvement Board (TIB) grant request was submitted in August 2015 for \$8M. The City will hear whether this project is selected for funding on 11/20/15. In addition, per the recent discussions that City Administrator Ron Williams and Public Works Director Jeff Langhelm had with State Representative Jesse Young, were informed that the state may be receiving transportation funding that has been returned from agencies previously awarded state dollars where projects are under budget or not able to meet project timelines. This returned funding may become available to agencies like Gig Harbor for “shovel ready” projects, and if so, Representative Young proposes this project be at the top of the list to receive these funds.

At the Sportsman’s Club request, Mr. Ward said that a ballistics expert reviewed the proposed roadway alignment and provided written concurrence that the proximity of the roadway to the Sportsman’s Club’s shooting facilities is acceptable with the

implementation of some recommended improvements to the site. He added that the Sportsman's Club provided the City written concurrence with the proposed roadway alignment and their driveway relocation on 9/22/15.

Mr. Ward said that the preliminary right-of-way plans for the proposed roadway alignment that include right-of-way acquisition needs have received a preliminary review by WSDOT for right-of-way certification with no significant concerns noted. He explained that the right-of-way certification process is required in order for the City to utilize federal funding on this project. He stated that the City anticipates completing the NEPA environmental review and permitting process with WSDOT/Federal Highway Administration (FHWA) by the end of this year, and will then begin project specific SEPA review in early 2016.

A public open house is scheduled for November 10<sup>th</sup>. Mr. Ward stated that City staff and the City's design consultant, David Evans and Associates will share with the public the proposed roadway alignment and the Alternatives Analysis process by which this alignment was selected.

The overall project budget was discussed. City Engineer Steve Misiurak stated that with engineering, right-of-way acquisition, and construction, the cost would be in the vicinity of \$12-13M. He added that the City's match would come from HBZ.

## **NEW BUSINESS:**

1. [Peace Pole – Recommendation from Parks and Art Commission\(s\). – Jeff Langhelm.](#) Mr. Langhelm provided the timeline that the Peace Pole was heard by the Parks Commission, Gig Harbor Arts Commission, the City Council Workstudy Session and a public open house on Sept. 2<sup>nd</sup> held prior to the Parks Commission's monthly meeting. Members of the public were asked to place yellow dots on maps of areas around town that were considered to be the best locations. The Parks and Arts Commissions looked at the public's suggested locations and made the following recommendations. The Parks Commission's recommendation was to put the pole at the Cushman Trailhead at Hollycroft or at the Civic Center. The Arts Commission recommended that the pole be located as close to the Civic Center front entrance as possible. The Peace Pole would have the phrase "May Peace Prevail" in eight different languages.

The Public Works Committee were unanimous in their recommendation to locate the Peace Pole near the entrance of the Civic Center. Mr. Langhelm stated that he would bring the recommendations forward to the full City Council separately from the Wish Fish and totem pole.

2. [Adopt a Park – Jeff Langhelm.](#) Mr. Langhelm explained that the Department of Natural Resources (DNR) has work crews that assist jurisdictions remove invasive plant species. DNR will do this work if the City commits to keep the invasives removed by way of a "match". Mr. Langhelm said that one of the ways provide this "match" would

be to develop an Adopt a Park program whereby members of the community assist with picking up litter and doing a little hand work to remove invasives and weeds.

The Public Works Committee liked the proposed Adopt a Park program and recommended that it be moved forward.

3. [North Harborview Tree Removal – Greg Foote and Jeff Langhelm](#). Mr. Foote explained that the two large Catalpa trees in front of the Bucholtz building are scheduled to be removed. The trees have been pruned over the years and they are buckling the sidewalk and dropping branches. Mr. Foote provided several options for removal and replacement and has already spoken to the adjacent businesses who had differing recommendations from replacing the area with concrete, installing a tree-less planter, or replacing with new street trees. Mr. Foote said that the crew would need to jack hammer a 10x15 section of sidewalk, curb and gutter to try to remove the roots balls. The Public Works Committee said that they were not in favor of removing street trees and expressed their frustration with not having a better street tree program when selecting trees. Councilmember Ekberg said in his travels, he has seen beautiful old street trees that buckle the sidewalk, and were allowed to remain. He said that it seems that every street tree that we have planted over the years have resulted in buckling sidewalks. Councilmember Malich said that a policy is needed and asked why can't trees be found that work. The street trees on Borgen Boulevard were also discussed due to the narrow planter strip and the resulting condition of the sidewalks.

The Public Works Committee asked that a street tree planting policy be developed and placed on a future council agenda.

**PUBLIC COMMENT:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

**ADJOURN:** 4:30 p.m.

**MINUTES**  
**GIG HARBOR PARKS COMMISSION**  
**Wednesday, September 2, 2015 – 5:30 p.m.**  
**Community Rooms A/B**

**CALL TO ORDER / ROLL CALL:**

[Parks Commissioner - John Skansi: Present](#)  
[Parks Commissioner - Doug Pfeffer: Absent](#)  
[Parks Commissioner - Christine Hewitson: Present](#)  
[Parks Commissioner - Sara McDaniel: Present](#)  
[Parks Commissioner - Nicole Hicks: Present](#)  
[Parks Commissioner - Gregg Vermillion: Present](#)  
[Parks Commissioner - Rick Offner: Present](#)  
[Staff - Terri Reed: Present](#)  
[Staff - Jeff Langhelm: Present](#)  
[Staff - Greg Foote: Present](#)

**APPROVAL OF MINUTES:**

Approval of July 1, 2015 Minutes

MOTION TO APPROVE: Hicks / Offner – unanimously approved.

**OLD BUSINESS:**

[PROS Plan Update Status](#) – Public Works Director Langhelm informed the Commission that a consultant had been hired to update the City’s Parks, Recreation and Open Space Plan. The Parks Commission will be involved in this process.

[Ancich Waterfront Park](#) - Public Works Director Langhelm updated the Commission that the City had been awarded two grants for improvements on the Uplands and Net Shed/Pier at the Ancich property. A consultant contract for design will be awarded. The time constraints on the project set construction in mid-2016.

**1. Potential Public Art Sites:**

- [Totem Pole](#) – The majority of public input received was for placement of the totem pole at Austin Estuary Park. Parks Commission members question the Native American reaction and requested more research with the Puyallup tribe.  
Linda Pitcher, 8825 N. Harborview Drive, Gig Harbor, who is a cultural anthropologist, spoke that she has worked with the Puyallup tribe and expressed her concern that it not be represented as Native American.  
Lita Dawn Stanton, 1722 Sullivan NW, Gig Harbor, spoke that the totem pole has a story and just asked that the story be accurately documented.  
Fred Owen, 2406 50<sup>th</sup> St Ct NW, Gig Harbor, explained that the totem pole is a tribute to the tribe.
- [Wish Fish \(Rotary\)](#) – The Parks Commission discussion was centered around placing the Wish Fish outside a City park on private property.

MOTION TO APPROVE: Move that the recommendation of the Parks Commission is to not place the Wish Fish in a public park, but encouraged Rotary to consider Uptown as a possible site.

Offner / Hewitson – Vermillion opposed, motion passed.

- o [Peace Pole \(Rotary\)](#) – Various locations for the Peace Pole were discussed including Donkey Creek Park, the Civic Center property, Cushman Trailhead Park or the Murphy’s Landing planter.

Joe Flach, 2704 42<sup>nd</sup> St NW, Gig Harbor, voiced his concern about the location for the Donkey Engine at the front of the Donkey Creek Park and believes it would block the beautiful view of the park.

MOTION TO APPROVE: Move that the Peace Pole either be placed at the Civic Center or the Cushman Trailhead Park.

Hewitson / Hicks – unanimously approved.

## 2. [Trail Education and Signage for Bikers and Walkers](#)

Commissioners Hewitson and Offner volunteered to work on a sub-committee starting in Mid-November to work on recommendations for trail safety.

Rick Gould, 5116 Leon Lane, Gig Harbor, commented that he runs and commutes on the Cushman Trail and requested that the City place directional arrows at the trail entrances for safety purposes.

MOTION TO APPROVE: Move that the Parks Commission ask City staff to place directional arrows on the trail.

Offner / Skansi – unanimously approved.

Public Works Superintendent Foote agreed to have Public Works staff place arrows at the trail entrances.

## NEW BUSINESS:

### 1. [Maritime Pier Art Piece](#) – Recommendation from the GHAC

Arts Commission Chair Charlee Glock Jackson provided a packet of materials on the Call for Artists and selection and review process for a piece of art at the entrance to the Maritime Pier. Parks Commission members asked for the clarification on the “Gig” reference of the art piece. Commissioner Skansi would rather see a commercial fishing tie-in and Commissioner Hewitson said that she didn’t want to see any art at this location.

MOTION TO APPROVE: Move that the Parks Commission gives the art piece presented their recommendation for placement at the Maritime Pier.

McDaniel / Vermillion – Hewitson and Skansi opposed, motion passed.

**PARK UPDATES:**

**PUBLIC COMMENT:**

**ADJOURN:**

MOTION: to adjourn at 7:06 p.m.





Business of the City Council
City of Gig Harbor, WA

Subject: Updates to the City's Drug and Alcohol Testing Policy

Proposed Council Action: Move to Adopt Resolution No. 1013 approving the updates to the City's Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles.

Dept. Origin: Administration
Prepared by: Mary Ann McCool, HR Analyst (mam)
For Agenda of: November 9, 2015
Exhibits: Exhibits - Resolution & Updated Drug and Alcohol Testing Policy Initial & Date
Concurred by Mayor: JB 11/3/15
Approved by City Administrator: RW 11/3/15
Approved as to form by City Atty: by email 11/2/15.
Approved by Finance Director: DR 11/2/15
Approved by Department Head: mam

Table with 4 columns: Expenditure Required, Amount \$0, Budgeted N/A, Appropriation Required, N/A

INFORMATION / BACKGROUND

On June 22, 2009, the City Council adopted by Resolution No. 796, a drug and alcohol testing policy for city employees holding commercial driver's licenses to comply with federal regulations.

The attached resolution and updated policy comply with updates in federal regulations, as well as updates to positive testing limits and processes by which positive tests are handled.

The policy has been reviewed and approved by the City's employment counsel, Sofia Mabee.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 1013 approving the updates the City's Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles.



**RESOLUTION NO. 1013**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING UPDATES TO THE CITY'S DRUG AND ALCOHOL TESTING POLICY FOR EMPLOYEES WHO OPERATE COMMERCIAL VEHICLES**

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**WHEREAS**, on June 22, 2009, Council adopted Resolution No. 796 adopting a drug and alcohol testing policy for city employees holding commercial driver's licenses; and

**WHEREAS**, this policy is updated on an as-needed basis; therefore

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

Section 1. The City Council hereby adopts the updated Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles, attached hereto as Exhibit A and incorporated herein by this reference. This updated drug and alcohol testing policy supersedes the 2009 drug and alcohol testing policy previously adopted by the Council.

RESOLVED by the City Council this 9th day of November, 2015.

APPROVED:

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Jill Guernsey, Mayor

ATTEST/AUTHENTICATED:

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Molly M. Towslee, City Clerk

Filed with the City Clerk:  
Passed by the City Council:  
Resolution No. 1013

**EXHIBIT A**

**City of Gig Harbor**

**Drug and Alcohol Testing Policy  
for Employees who Operate Commercial Vehicles**

## **I. PURPOSE**

The City of Gig Harbor is dedicated to providing quality, dependable and economical municipal services to the residents of the City of Gig Harbor. Part of our mission is to ensure that the services are delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, the City of Gig Harbor declares that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances or misuse of alcohol in the workplace is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable federal regulations governing workplace anti-drug and alcohol programs in the motor carrier industry. Specifically, the Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation has published 49 CFR Part 382, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens.

This policy sets forth the City of Gig Harbor alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

## **II. APPLICABILITY**

This drug and alcohol testing policy applies to all safety-sensitive employees (full- or part-time) of the City who are required to have and maintain a Commercial Driver's License in order to perform the duties of the job. Contractors performing functions for the City involving the use of a vehicle requiring a Commercial Driver's License, will be subject to specific alcohol and drug testing as required by federal regulations.

## **III. DEFINITIONS**

ACCIDENT - Accident means an occurrence involving a commercial vehicle on a public road which results in (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

DRIVER - This term includes all employees whose positions may involve driving a commercial vehicle and that require the possession of a Commercial Driver's License.

COMMERCIAL VEHICLE - A commercial vehicle is one that either: 1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weighs over 10,000 pounds); 2) is designed to transport 16 or more persons, including the driver; or 3) is used to transport hazardous materials, as provided under the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

DRUGS - For the purposes of this policy, in accordance with the applicable federal regulations, "drugs" refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines.

MEDICAL REVIEW OFFICER (MRO) - The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

SAFETY SENSITIVE POSITION - For purposes of this policy, these are positions associated with the driving of commercial vehicles.

SUBSTANCE ABUSE PROFESSIONAL (SAP) - A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

#### **IV. EDUCATION AND TRAINING**

Every covered employee will receive a copy of this policy and will have the ready access to the corresponding federal regulations including 49 CFR Parts 382 and 40, as amended. In addition, all covered employees will receive educational materials and/or on-site training on the signs and symptoms of drug use and

alcohol misuse, including the effects and consequences of drug use and alcohol misuse on personal health.

All supervisory personnel or city officials who are in a position to determine employees' fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

## **V. PROHIBITED SUBSTANCES**

Prohibited substances addressed by this policy include the following:

- a. Illegally Used Controlled Substances or Drugs under the Drug-Free Workplace Act of 1988, any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp-related products, as which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

Federal Motor Carrier Safety Administration drug testing regulations (49 CFR Part 382) require that all covered employees be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine as described in Section VII of this policy. Illegal use of these five drugs is prohibited at all times, and thus covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates mental functioning, motor skills, or judgment may be adversely affected must be reported to the designated supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food or candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An

alcohol test can be performed on a covered employee under 49 CFR Part 382 just before, during, or just after the performance of safety-sensitive job functions.

## **VI. PROHIBITED CONDUCT**

The following conduct regarding alcohol and drug use or abuse is prohibited:

- a. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- b. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline.
- c. The City of Gig Harbor shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- d. Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
- e. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
- f. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- g. Consistent with the Drug-Free Workplace Act of 1988, all City of Gig Harbor employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including City premises, vehicles, while in uniform, or while on city business.

## **VII. TESTING REQUIREMENTS**

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40, as amended. All covered employees shall be subject to the following testing, as defined below, and as described in the Drug & Alcohol Testing Procedures:

- A. Pre-employment Drug Testing

All individuals who are covered by this policy must pass a drug test as a post-offer condition of employment. Additionally, a non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results. Applicants are required to report previous DOT-covered employer drug and alcohol test results—Failure to do so will result in the employment offer being rescinded.

B. Reasonable Suspicion Testing

Employees subject to this policy shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy (except the prohibitions against possession, transfer or sale of alcohol) may have been or is presently being violated. A referral for testing will be based on contemporaneous, articulable observations. Such referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee is scheduled to operate a commercial vehicle. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

- 1) an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02; or
- 2) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

C. Post-Accident Testing

Following an accident (as defined above) involving a commercial vehicle, the driver is required to submit to alcohol and drug tests if they are involved in an accident with a commercial vehicle on a public road which results in:

1. A fatality OR
2. The driver receives a citation under state or local law for a moving violation AND
  - a. there is bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene OR

- b. one or more motor vehicles incurs disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

Testing should occur as soon as possible, but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing.

A driver who is subject to post-accident testing must remain readily available for such testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test as provided in this policy.

D. Random Testing

Employees covered by this policy will be subject to random, unannounced alcohol and drug testing.

E. Return to Duty Testing

Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

F. Follow-up Testing

An employee who has violated this policy and is referred for evaluation and assistance to a Substance Abuse Professional (SAP) related to alcohol misuse and/or use of drugs will be subject to unannounced follow-up testing for a period not to exceed 60 months as directed by the SAP and the City. The number and frequency of follow-up testing will be determined by the SAP and the City, but will not be less than six tests in the first 12 months following the employee's return to duty. All controlled substances follow-up tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive. To pass a follow-up drug test, the



employee must have a verified negative test result. To pass a follow-up alcohol test, the test result may not exceed an alcohol concentration of 0.02. If the employee fails to pass a follow-up drug or alcohol test during the term of the agreement, he/she will be subject to immediate termination of employment.

G. Split Sample Testing

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

H. Retest for Dilute Test Results

Employees who render a dilute test that is positive for drugs will be treated as a verified test positive. Employees who render a dilute test that is negative may be subject to a retest, as specified in the Drug & Alcohol Testing Procedures.

**VIII. REFUSAL TO TAKE AN ALCOHOL OR DRUG TEST**

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

- a. Failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice of the requirement for breath testing in accordance with the procedures manual;
- b. Failure to provide adequate urine for drug testing without a valid medical explanation after the employee has received notice of the requirement for urine testing in accordance with the procedures manual;
- c. Engaging in conduct that obstructs the testing process.

Refusal to submit to a test shall be considered the same as a positive test result.

**IX. SECURING INFORMATION FROM PREVIOUS EMPLOYERS**

If a person is to be hired into a position subject to this policy and during the previous two years has worked as a driver of a commercial vehicle, that person

must authorize a request of all employers of the driver within the past two years to release information on the following:

- a. Positive alcohol or drug tests
- b. Refusal to be tested

The City will make a good faith effort to obtain and review the information from prior employers within 30 days of the person performing safety sensitive duties for the first time.

If the information obtained from previous employer indicates either a positive test or that a refusal to be tested occurred within the past two years, that person would not be permitted to drive commercial vehicles unless subsequent information indicates that an evaluation by a Substance Abuse Professional was made and return to duty testing was administered.

#### **X. CONFIDENTIALITY AND RECORD RETENTION**

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees.

#### **XI. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT OR POSITIVE DRUG OR ALCOHOL TESTS**

##### **A. Discipline**

An employee will be subject to appropriate disciplinary action as specified in the City's personnel policies up to and including termination from employment if:

- a. the employee tests positive for a drug or drugs;
- b. results from an alcohol test indicate a breath alcohol level of 0.02 or greater; and/or,
- c. the employee has engaged in prohibited conduct as outlined in Section V.

All employees regardless of disciplinary action taken will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

The following provisions apply to those employees who are not terminated for their policy violations:

B. Positive Test Result and/or Engaging in Prohibited Conduct.

If an employee tests positive for drugs or has an alcohol test that indicates a breath alcohol level of .04 or greater from a random, reasonable suspicion or post-accident test, or engages in prohibited conduct as outlined in Section V, the employee will be immediately removed from duties requiring the driving of a commercial vehicle. The employee will not be permitted to return to duties involving a CDL unless he/she:

1. has been evaluated by a qualified Substance Abuse Professional; and,
2. if recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and,
3. has his/her Commercial Driver's License re-activated by the Washington State Department of Licensing; and,
4. has a verified negative result on a return-to-duty alcohol (<0.02) and/or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up testing for up to sixty (60) months as recommended by the Substance Abuse Professional and the City, with a minimum of six such unscheduled tests within the first twelve months of returning to duty. The employee will also be subject to random testing during this time period.

C. Alcohol Concentration of 0.02 but less than 0.04

Employees having a breath alcohol concentration of at least 0.02 but less than 0.04, shall be removed from duty requiring the driving of a commercial vehicle for at least 24 hours.

**XII. EMPLOYEE ASSISTANCE PROGRAM/VOLUNTARY REFERRAL**

The City supports employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program. Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, may not interfere

with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other policies of the city.

No adverse action will be taken against an employee who voluntarily admits to alcohol misuse or controlled substance misuse within the parameters of these policies, provided, however, that an employee does not use self reporting in order to avoid testing under the provisions of the City's CDL program.

Sick leave, vacation leave or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

Employees will be returned to safety sensitive functions such as driving only upon successful completion of an educational or treatment program, as determined by the City in consultation with a drug and alcohol abuse evaluation specialist (i.e., employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor.)

The employee must have a verified negative result on a return-to-duty alcohol (<0.02) and/or drug test, and may be subject to unannounced non-DOT follow-up testing for a period not to exceed 60 months as directed by the SAP and the City. The number and frequency of non-DOT follow-up testing will be determined by the SAP and the City, but will not be less than six tests in the first 12 months following the employee's return to duty. To pass a follow-up drug test, the employee must have a verified negative test result. To pass a follow-up alcohol test, the test result may not exceed an alcohol concentration of 0.02. If the employee fails to pass a follow-up drug or alcohol test during the term of the agreement, he/she may be required to enter into a last chance agreement with the City.



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

**Subject:** CPP 1417 Maritime Pier Expansion Boating Infrastructure Grant Support Services

**Proposed Council Action:** Approve and authorize the Mayor to execute the Professional Services Contract with PND Engineers, Inc., in an amount not exceed \$39,930.

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

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

*EA 11.4.15*

**For Agenda of:** November 9, 2015

**Exhibits:** Consultant Services Contract Scope and Fee

	Initial & Date
<b>Concurred by Mayor:</b>	<i>Jo 11-5-15</i>
<b>Approved by City Administrator:</b>	<i>Per W 11/5/15</i>
<b>Approved as to form by City Atty:</b>	<i>Per email 11/4/2015</i>
<b>Approved by Finance Director:</b>	<i>DR 11/5/15</i>
<b>Approved by Public Works Director:</b>	<i>Per 11/5/15</i>
<b>Approved by City Engineer:</b>	<i>EA 11.4.15</i>

<b>Expenditure Required</b>	\$39,930	<b>Amount Budgeted</b>	\$200,000	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

The City is presently engaged with the Maritime Pier Ad-Hoc Committee to develop a conceptual project to provide boating infrastructure within Gig Harbor bay. The committee has met several times and recommended that the City pursue a Tier 2 Boating Infrastructure Grant (BIG) to fund the project. Preparing a successful BIG application is an ambitious task requiring a substantial effort; including, compiling detailed area and project information, sophisticated graphics and accurate cost estimates along with significant coordination with the Washington State Recreation and Conservation Office (RCO).

To support the City's efforts in preparing the BIG application, Engineering prepared a Request for Proposals (RFP) and advertised the project. Four proposals from qualified consultants were received. The project team interviewed three of the four and selected PND Engineers, Inc., as the most qualified for the work. The PND team has successfully guided several projects through the Tier 2 BIG grant process in the past and they had a high level of expertise. This contract will provide services to support the project team in developing the project concept sufficiently to prepare a grant application and to provide support in the application preparation.

**FISCAL CONSIDERATIONS**

The amount programmed in the parks development budget for 2015 (\$200,000) is sufficient for this expenditure. An additional \$1.9 million is also included in the 2015/16 budget for this project and programmed for 2016, bringing the total project budget amount to \$2.1 million.

**BOARD OR COMMITTEE RECOMMENDATION**

The Maritime Pier Ad-Hoc Committee concurred with hiring a consultant to assist the City in developing the project sufficiently to prepare a grant application and to provide support in the application preparation.

**RECOMMENDATION/MOTION**

Approve and authorize the Mayor to execute the Professional Services Contract with PND Engineers, Inc., in an amount not exceed \$39,930.

**PROFESSIONAL SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PND ENGINEERS, INC.**

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

**RECITALS**

WHEREAS, the City is presently engaged in the Maritime Pier Expansion Boating Infrastructure Grant Support Services and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

**TERMS**

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirty-Nine Thousand Three Hundred Ninety Dollars and Zero Cents (\$39,390.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 2017; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. **Indemnification.**

A. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers, harmless from any and all claims, injuries, damages, losses or



suits including attorneys fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

## 8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 per occurrence. All policies and coverages shall be on an occurrence basis by an 'A' rated company licensed to conduct business in the State of Washington.

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

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for

coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

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

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

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

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

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

**12. Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the

Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

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

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

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

**15. Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT:  
PND Engineers, Inc.  
ATTN: Jon Keiser  
1736 Fourth Avenue South, Suite A  
Seattle, WA 98134  
206-624-1387

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

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

By: \_\_\_\_\_  
Mayor Jill Guernsey

ATTEST:

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

APPROVED AS TO FORM:

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



## Exhibit A SCOPE AND FEE PROPOSAL

---

### 1 INTRODUCTION

This Scope of Work describes the services to be performed by PND Engineers, Inc. (PND) and Hough Beck & Baird Inc. (HBB) for the City of Gig Harbor's Big Tier 2 Grant Application. The Project is located in Gig Harbor, Washington. HBB has identified in the following scope of work including: tasks, roles and responsibilities, and deliverables.

### 2 PURPOSE

The purpose of the Project is to assist the City in preparing a BIG Tier 2 grant application for the 2016 Washington State Recreation and Conservation Office (RCO) grant cycle.

### 3 SCOPE OF WORK

The following scope of work will be conducted on a task order basis with the City authorizing each task and/or deliverable prior to the Consultant beginning the work associated with the task and/or deliverable.

#### 3.1 TASK 100- PROJECT KICKOFF AND SITE VISIT

**Kickoff Meeting and Site Visit.** HBB will prepare for and attend a kickoff meeting with PND and the City in Gig Harbor. The purpose of the meeting will be to discuss tasks, roles and responsibilities, future meeting dates, and the grant application schedule. The team will select a path forward for sites and concepts to be examined.

HBB, with PND and the City, will also perform a site visit of the existing Ancich facilities. We will discuss potential sites to be considered for the grant application.

#### 3.2 TASK 200- PROJECT MANAGEMENT

**Monthly Invoicing and Project Coordination.** HBB will provide monthly invoicing with status of activity. We will attend two coordination meetings with PND in Seattle to review progress of task assignments. HBB will also conduct quality control reviews on deliverable items. Quality control reviews are conducted by a licensed landscape architect who is a principal with the firm.

##### Deliverables

1. Monthly status reports submitted with invoicing.

#### 3.3 TASK 300- PROJECT SELECTION FOR THE BIG TIER 2 GRANT APPLICATION

**Grant Strategy Meeting.** After the site visit, HBB will compare the potential project sites identified during the site visit with the BIG Tier 2 grant requirements and criteria. We will meet with PND and the city to review our findings. PND will assist in layout basic floating dock and pier geometry to achieve the required moorage. During this meeting we will lead a strategy session to determine which project will move forward with the BIG Tier 2 grant application. The meeting will be held at City Hall in Gig Harbor.



CITY OF GIG HARBOR  
BIG TIER 2 GRANT APPLICATION  
November 2, 2015

**Deliverables**

1. Matrix with notes illustrating potential grant project sites and how they compare against the grant evaluation criteria.
2. Presentation to the Maritime Ad-Hoc Committee

**3.4 TASK 400- MEETING WITH RCO'S GRANT MANAGER**

**Meeting with RCO.** HBB will attend one meeting at the potential grant application project site with PND, the City and RCO's grant manager to confirm the City is moving in the right direction for the BIG Tier 2 grant application. We will also discuss strategies with RCO's grant manager to make the grant application as competitive as possible. It is assumed that one presentation to the grant manager will be required.

**Deliverables**

1. Summary notes of the meeting
2. Presentation to the grant manager

**3.5 TASK 500- ASSIST WITH PREPARING THE GRANT APPLICATION**

*NOTE: RCO's request for 2016 grant applications has not been published, so for this scope of services we are relying on past submittal process, criteria, and timeline.*

**Matrix and Timeline.** HBB will prepare a matrix of tasks and responsibilities that identifies the roles of the city, PND, and HBB for preparing the grant application. We will also prepare a grant timeline.

**Meeting with the City.** HBB will meet with the City and PND to review the matrix and timeline. We will also strategize responses to the grant application criteria and determine if additional tasks are needed to support the criteria.

**Grant Exhibits.** HBB will prepare the grant exhibits and photos including: site location map, regional location map, local destination map, area of potential effect map, and site photos. We will also prepare up to five special exhibits to illustrate statistical responses to the evaluation questions.

**Review City's Written Responses.** The City will take the lead on preparing the project statement, answers to grant application questions, and the written responses to the grant evaluation criteria. HBB will review the City's project statement and written responses to the criteria and provide comments to further strengthen the application.

**Graphics Support** PND and HBB will provide support to incorporate data and images provided by the City into final graphics for the application to provide consistent grant exhibits.

**Conceptual Cost Estimate** PND will provide a conceptual cost estimate to a level of detail appropriate for use in the grant application.

**Previous Year's Grant Application Documents.**

**From the City:** Tasks and documents to be provided by City based upon past years' grant applications include: Authorizing Resolution; Certification of Applicant Match; Control and





**CITY OF GIG HARBOR  
BIG TIER 2 GRANT APPLICATION  
November 2, 2015**

Tenure Documentation; Assurances for Construction Programs – 42D; Environmental Clearance; Economic Impact Studies; Letters of Support; Letters of Commitments; Usage Documentation; and Moorage Fee Structure, if applicable. Additional information including statistics and documentation may be required once a physical site has been chosen.

**From PND:** Tasks to be provided by PND based upon past years' grant application requirements include: Project metrics and cost information; development site plan of proposed project improvements; innovative techniques; permit requirements and timelines; and cultural resources or Section 106 National Historic Preservation Compliance Act; and NEPA Compliance process.

**PRISM.** HBB will take the lead in inputting and submitting final information and content prepared by PND and the City into RCO's PRISM online application.

**RCO PROJECT MANAGER REVIEW.** HBB will conduct a telephone conference call with the city and PND to review RCO Project Manager's comments prior to submitting the application in PRISM. HBB will revise the PRISM application based on the comments.

**Deliverables**

1. Task and responsibility matrix
2. Grant timeline
3. PRISM application input and submittal
4. Grant exhibits, including graphics support
5. Conceptual cost estimate
6. Revisions based City's review comments
7. RCO Project Manager's review comments

**3.6 TASK 600- TECHNICAL REVIEW**

HBB will revise the grant application based upon RCO Evaluation Committee's comments during Technical Review period.

**Deliverables**

1. Revise the grant application in PRISM.

**3.7 TASK 700 – MANAGEMENT RESERVE**

PND and HBB will perform other tasks and provide other deliverables necessary to complete the project upon written direction by the City.



CITY OF GIG HARBOR  
BIG TIER 2 GRANT APPLICATION  
November 2, 2015

**4 FEE**

PND proposes to perform the scope on a time and materials basis not to exceed the amounts below. This fee is detailed in Exhibit B.

TASK	Budget
100	\$1,770
200	\$5,774
300	\$4,973
400	\$1,618
500	\$18,806
600	\$2,188
700	\$4,800
<b>TOTAL</b>	<b>\$39,930</b>

**5 PRELIMINARY SCHEDULE**

**BIG Grant Timeline.** Based upon 2015 grant cycle (actual schedule will follow 2016 grant cycle milestones once published:

Preliminary Application Materials Due	May 15, 2015
Board Review Tier 2 Projects	June 24-25, 2-15
Complete Applications Due	July 1, 2015
Technical Review Period	July 1-31, 2015
Technical Completion Deadline	August 14, 2015
Tier 2 Projects to Federal Government	September 2015
Grants Awarded	Spring 2016



Exhibit B  
BIG FEE PROPOSAL

	Senior Engineer VII \$	Senior Engineer III \$	Senior Eng I \$	Senior Env Scientist \$	CAD V \$	Technician V \$	Total Hours	Total \$
100 PROJECT KICKOFF								
Kickoff Meeting	2	2						\$ 630
Subconsultants								\$ 1,091
HBB Quote +4%								\$ 49
Expenses								\$ 49
SUBTOTAL	2	2	0	0	0	0	0	\$ 1,770
200 PROJECT MANAGEMENT	2	4						\$ 900
Subconsultants								\$ 3,104
HBB Quote +4%								\$ 5,774
SUBTOTAL	2	4	0	0	0	0	0	\$ 5,774
300 PROJECT SELECTION								
Basic concepts	2	4	4		4			\$ 1,740
Presentation to the Ad-Hoc Comittee	4	4						\$ 1,260
Subconsultants								\$ 1,924
HBB Quote +4%								\$ 49
Expenses								\$ 49
SUBTOTAL	6	8	4	0	4	0	0	\$ 4,973
400 MEETING WITH THE RCO GRANT MANAGER	2	2						\$ 630
Subconsultants								\$ 938
HBB Quote +4%								\$ 49
Expenses								\$ 49
SUBTOTAL	2	2	0	0	0	0	0	\$ 1,618
500 ASSIST WITH GRANT APPLICATION								\$ -
Graphics support		2				4		\$ 750
Drawing development	4	8	16		20			\$ 5,540
Cost Estimating		4	8					\$ 1,460
Subconsultants								\$ 11,007
HBB Quote +4%+\$200 expenses								\$ 49
Expenses								\$ 49
SUBTOTAL	4	12	24	0	20	0	0	\$ 18,806
600 TECHNICAL REVIEW								
Subconsultants								\$ 2,139
HBB Quote +4%								\$ 49
Expenses								\$ 49
SUBTOTAL	0	0	0	0	0	0	0	\$ 2,188
700 MANAGEMENT RESERVE								\$ 4,800
TOTAL	16	28	28	0	24	0	0	\$ 39,930



**PND ENGINEERS, INC.**  
**STANDARD RATE SCHEDULE**  
**EFFECTIVE MAY 2015**

		<i>Hourly Rate</i>
<u>Professional:</u>	Senior Engineer VII	\$180.00
	Senior Engineer VI	\$165.00
	Senior Engineer V	\$155.00
	Senior Engineer IV	\$145.00
	Senior Engineer III	\$135.00
	Senior Engineer II	\$125.00
	Senior Engineer I	\$115.00
	Staff Engineer V	\$110.00
	Staff Engineer IV	\$105.00
	Staff Engineer III	\$100.00
	Staff Engineer II	\$90.00
	Staff Engineer I	\$85.00
	Environmental Scientist VI	\$165.00
	Environmental Scientist V	\$150.00
	Environmental Scientist IV	\$135.00
	Environmental Scientist III	\$120.00
	Environmental Scientist II	\$105.00
Environmental Scientist I	\$90.00	
GIS Specialist	\$90.00	
<u>Surveyors:</u>	Senior Land Surveyor III	\$120.00
	Senior Land Surveyor II	\$110.00
	Senior Land Surveyor I	\$100.00
<u>Technicians:</u>	Technician VI	\$125.00
	Technician V	\$110.00
	Technician IV	\$90.00
	Technician III	\$80.00
	Technician II	\$70.00
	Technician I	\$45.00
	CAD Designer VI	\$110.00
	CAD Designer V	\$100.00
	CAD Designer IV	\$85.00
	CAD Designer III	\$70.00

EXHIBIT B

**Hough Beck Baird Inc.**  
**City of Gig Harbor**  
**Big Tier 2 Grant Application**

**Scope of Work and Descriptions by Task**

Task	SCOPE OF WORK	Principal	Project Manager	Designer	Computer/ Tech	Business Dev.	Admin.	Reimb.	Salary Cost
<b>100</b>	<b>PROJECT KICKOFF AND SITE VISIT</b>								
	Kickoff meeting and site visit	6							
	<b>Subtotals</b>	6.00	0.00	0.00	0.00	0.00	0.00		\$ 1,048.86
<b>200</b>	<b>PROJECT MANAGEMENT</b>								
	Monthly Invoicing		3			4	2		
	Team Coordination Meetings (2)	4		2					
	Steering Committee Meeting (2)	4		2					
	Quality Control Reviews	2							
	<b>Subtotals</b>	10.00	3.00	4.00	0.00	4.00	2.00		\$ 2,984.60
<b>300</b>	<b>PROJECT SELECTION FOR GRANT APPLICATION</b>								
	Project Sites Matrix	2		4			2		
	Grant Strategy Meeting	6							
	<b>Subtotals</b>	8.00	0.00	4.00	0.00	0.00	2.00		\$ 1,849.62
<b>400</b>	<b>MEETING WITH RCO'S GRANT MANAGER</b>								
	Site Meeting	4							
	Summary Notes	1					0.5		
	<b>Subtotals</b>	5.00	0.00	0.00	0.00	0.00	0.50		\$ 902.01
<b>500</b>	<b>ASSIST WITH PREPARING THE GRANT APPLICATION</b>								
	Matrix and Timeline	2		2			2		
	Meeting with the City	4							
	Grant Exhibits	6		4	50		2		
	City's Review Comments	2							
	PRISM	4		10			2		
	RCO's Review Comments	2		2					
	Graphic Support for Consistant Finished Application	4		2	10				
	<b>Subtotals</b>	24.00	0.00	20.00	60.00	0.00	6.00		\$ 10,392.10
<b>600</b>	<b>TECHNICAL REVIEW</b>								
	Attend Technical Review Committee	6			2				
	Revise the Application	1			10				
	<b>Subtotals</b>	7.00	0.00	0.00	12.00	0.00	0.00		\$ 2,056.59
<b>Total Reimbursable / Salary Costs</b>									<b>\$ 19,233.78</b>

**Total Reimbursable Expenses** \$200.00  
*(mileage, reproduction, and other project related costs)*

**TOTAL COST OF SERVICES** \$ 19,433.78

ASSUMPTIONS:

EXHIBIT B

**Hough Beck Baird Inc.**

1. The above fee is an estimate of how we expect to allocate our time. We reserve the right to move time between phases as needed to accomplish the overall goals of the project

**Hough Beck & Baird Hourly Rates**  
**2016**

<b>Classification</b>	<b>Hourly Rate</b>	<b>Overhead (127.07%)</b>	<b>Profit (30%)</b>	<b>Rate per Hour</b>
Principal	\$68.00	\$86.41	\$20.40	\$174.81
Project Manager	\$52.50	\$66.71	\$15.75	\$134.96
Design Staff	\$33.00	\$41.93	\$9.90	\$84.83
Computer Tech Staff	\$27.00	\$34.31	\$8.10	\$69.41
Business Development Staff	\$37.00	\$47.02	\$11.10	\$95.12
Administrative Assistant	\$21.75	\$27.64	\$6.53	\$55.91



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

**Subject: Public hearing: General fund 2015 revenue sources**

**Dept. Origin:** Finance

**Prepared by:** David Rodenbach, Finance Director

**For Agenda of:** November 9, 2015

**Proposed Council Action:**  
No action required

**Exhibits:** N/A

**Concurred by Mayor:**  
**Approved by City Administrator:**  
**Approved as to form by City Atty:**  
**Approved by Finance Director:**

Initial & Date

*DR 11/4/15*  
*Ron W 11/4/15*  
*N/A*  
*DR 11/4*

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

Chapter 251, Laws of 1995 (RCW 84.55.120) requires a public hearing on revenue sources for the next year's general fund budget. The hearing must include considerations of possible increases in property tax revenues.

**General Fund Revenue Summary**

Revenue Source	2011-12 Combined	2013-14 Combined	2015-2016 Budget	2015-2016 Adjusted Budget
Property tax	\$ 3,869,987	\$ 4,573,802	\$ 4,656,486	\$ 4,700,115
Sales tax	9,500,793	10,650,752	11,964,326	11,686,336
Other taxes	2,862,012	2,863,490	3,003,430	2,879,199
Licenses and permits	2,280,938	2,544,458	2,072,576	2,732,255
Intergovernmental revenues	589,158	355,337	227,389	314,533
Charges for services	437,538	575,856	537,305	589,125
Fines and forfeits	277,500	241,102	209,233	264,978
Miscellaneous	652,068	418,682	838,476	953,503
<b>Total revenues</b>	<b>20,469,994</b>	<b>22,223,479</b>	<b>23,509,221</b>	<b>24,120,045</b>
Beginning fund balance	1,412,470	1,484,782	1,489,164	1,687,346
<b>Total resources</b>	<b>\$21,882,464</b>	<b>\$23,708,261</b>	<b>\$24,998,385</b>	<b>\$25,807,391</b>





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

**Subject:** 2016 Regular Property Tax Levy and Excess Property Tax Levy Resolutions

**Proposed Council Action:** Adopt resolutions in two separate motions:

1. **Adopt Resolution No. 1014 certifying the Regular property tax levy.**
2. **Adopt Resolution No. 1015 certifying the 2016 excess property tax levy.**

**Dept. Origin:** Finance  
**Prepared by:** David Rodenbach, Finance Director  
**For Agenda of:** November 9, 2015

**Exhibits:** Two Resolutions

**Initial & Date**

**Concurred by Mayor:** *JG 10-30-15*  
**Approved by City Administrator:** *DRW 10/30/15*  
**Approved as to form by City Atty:** per email  
**Approved by Finance Director:** *DR 10/30/15*

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

These resolutions set the City's regular tax levy and excess levy (Eddon Boat bonds) for property tax collection in 2016.

**FISCAL CONSIDERATION**

The 2015 regular levy for collection in 2016 is \$2,404,918. This calculates to a rate of \$1.23 per thousand dollars of assessed valuation. The 2016 levy is a total increase of \$86,537 from the prior year's levy. The increase consists of the following components:

- |  |                  |
|--|------------------|
| • 1.0% increase over highest levy (since 1985) | \$ (14,715)      |
| • New construction and improvements            | \$ 77,504        |
| • Annexed areas                                | \$ 148           |
| • Levy for refunds                             | \$ 23,600        |
|  | <u>\$ 86,537</u> |

The city's regular levy, which is limited by a 1% growth factor, is \$2,303,666. Last year's actual levy amount was \$2,318,381. The current levy is \$14,715 less than the 2014 levy; therefore the levy resolution shows an increase of 0% over the prior year.

The total excess levy which will be used to pay the debt service on the Eddon Boat bond is \$300,000. This calculates to a preliminary rate of \$0.1584 per thousand dollars of assessed valuation.

**RECOMMENDATION / MOTIONS:**

1. Move to Adopt Resolution No. 1014 certifying the 2016 regular property tax levy.
2. Move to Adopt Resolution no. 1015 certifying the 2016 excess property tax levy

**RESOLUTION NO. 1014**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, CERTIFYING THE 2016 REGULAR AD VALOREM TAX LEVY UPON REAL PROPERTY.**

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WHEREAS, the City Council of Gig Harbor has met and considered its budget for the calendar year 2016; and

WHEREAS, the City's actual levy amount from the previous year was \$2,318,390.94; and

WHEREAS, the population of the city is less than 10,000; and now, therefore,

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

An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2016 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be (\$14,714.56) which is a percentage increase of 0.0% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

PASSED by the City Council this 9<sup>th</sup> day of November, 2015.

APPROVED:

---

MAYOR, JILL GUERNSEY



ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
ANGELA G. SUMMERFIELD

FILED WITH THE CITY CLERK: 10/28/15  
PASSED BY THE CITY COUNCIL: 11/09/15  
RESOLUTION NO. 1014

**RESOLUTION NO. 1015**

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING  
EXCESS PROPERTY TAXES IN THE AMOUNT OF \$300,000 FOR THE CITY  
OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016.**

---

WHEREAS, at an election held in the City of Gig Harbor on November 2, 2004, the number and proportion of the qualified electors of the City required by law for the adoption thereof voted in favor of a proposition authorizing the issuance of bonds of the City in the aggregate principal amount of \$3,500,000; and

WHEREAS, pursuant to Ordinance No. 1016, the City issued its Unlimited General Obligation Bond, 2005 on September 26, 2005 in the principal amount of \$3,500,000; and

WHEREAS, the City Council of the City of Gig Harbor determined that the City of Gig Harbor requires an excess levy in the amount of three hundred thousand dollars and no cents (\$300,000.00) in order to provide debt service for the 2005 Unlimited Tax General Obligation Bond; and now, therefore,

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

The Property tax excess levy required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2016, shall be levied upon the value of real and personal property which has been set at an

assessed valuation of \$1,894,490,590. Taxes levied upon this value shall be approximately \$0.1584 per \$1,000 assessed valuation, producing an estimated amount of three hundred thousand dollars and no cents (\$300,000.00) for 2005 Unlimited Tax General Obligation Bond debt service.

PASSED by the City Council this 9<sup>th</sup> day of November, 2015.

APPROVED:

\_\_\_\_\_  
MAYOR, JILL GUERNSEY

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
ANGELA G. SUMMERFIELD

FILED WITH THE CITY CLERK: 10/28/15  
PASSED BY THE CITY COUNCIL: 11/09/15  
RESOLUTION NO. 1015



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

**Subject:** First Reading - Adoption of RCW 19.235.010 concerning Unauthorized Recording of a Motion Picture

**Proposed Council Action:**  
Consider Ordinance No. \_\_\_\_ Amending Gig Harbor Municipal Code 9.36.010 to adopt RCW 19.235.010 – Unauthorized Recording of a Motion Picture and bring back for second reading.

**Dept. Origin:** Police

**Prepared by:** Kelly Busey

**For Agenda of:** November 9, 2015

**Exhibit:** Draft Ordinance and RCW 19.235.010

**Concurred by Mayor:**  
**Approved by City Administrator:**  
**Approved as to form by City Atty:**  
**Approved by Finance Director:**  
**Approved by Department Head:**

Initial &  
Date  
JLB 11-4-15  
Ken W 11/4/15  
By email  
JP 11/4/15  
KBB

<b>Expenditure Required</b>	<b>Amount Budgeted</b>	<b>Appropriation Required</b>	\$ 0
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### INFORMATION/BACKGROUND

Gig Harbor is home to one commercial movie theater. Gig Harbor has not formally adopted state law that prohibits the unauthorized recording of a movie. Currently, people caught recording movies are charged with the crime of Theft in the Third Degree.

Attached is an Ordinance that adopts RCW 19.235.010 to allow charging of more appropriate crime.

### FISCAL CONSIDERATION

None

### BOARD OR COMMITTEE RECOMMENDATION

None.

### RECOMMENDATION/MOTION

Consider ordinance at first reading and bring back for second reading.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE CITY'S CRIMINAL CODE; AMENDING SECTION 9.36.010 TO THE GIG HARBOR MUNICIPAL CODE TO ADOPT BY REFERENCE RCW 19.235.010 RELATING TO UNAUTHORIZED RECORDING OF A MOTION PICTURE; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

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WHEREAS, RCW 35A.11.020 authorizes the legislative body of code cities to adopt and enforce criminal codes related to misdemeanor and gross misdemeanor offenses; and

WHEREAS, the City of Gig Harbor desires to adopt by reference RCW 19.235.010 in order to allow the City to prosecute crimes relating to unauthorized recording of motion pictures; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on November 9, 2015; and

WHEREAS, on \_\_\_\_\_, 2015, the City Council adopted this Ordinance at second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 9.36.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**9.36.010 Conduct Prohibited.**

The following state statutes are adopted by reference:

- RCW
- 9.02.050 Concealing birth.
  - 9.03.010 Abandoning, discarding, refrigeration equipment.
  - 9.03.020 Permitting unused equipment to remain on premises.
  - 9.03.030 Violation of RCW 9.03.010 or 9.03.020.
  - 9.03.040 Keeping or storing equipment for sale.
  - 9.91.010 Denial of civil rights – Terms defined.
  - 9.91.020 Operating railroad, steamboat, vehicle, etc., while intoxicated.
  - 9.91.025 Unlawful bus conduct.
  - 9.91.110 Meal buyers – Records of purchases –Penalty.

- 9.91.130 Disposal of trash in charity donation receptacle.
- 9.91.140 Food stamps.
- 9.91.150 Tree spiking.
- 19.235.010 Motion picture - Unauthorized recording.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of \_\_\_\_\_, 2015.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela G. Summerfield

FILED WITH THE CITY CLERK: 11/02/15  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:

**RCW 19.235.010**

**Motion picture — Unauthorized recording — Penalty.**

(1) Whoever, without the consent of the owner or lessee of the motion picture exhibition facility and the licensor of the motion picture being exhibited, knowingly operates an audiovisual recording function of a device in a motion picture exhibition facility is guilty of a gross misdemeanor.

(2) The owner or lessee of a motion picture exhibition facility where a motion picture is being exhibited, or the authorized agent or employee of such owner or lessee, or the licensor of the motion picture being exhibited or his or her agent or employee, who alerts law enforcement authorities of an alleged violation of this section shall not be liable in any civil action arising out of measures taken by such owner, lessee, licensor, agent, or employee in the course of subsequently detaining a person that the owner, lessee, licensor, agent, or employee in good faith believed to have violated this section while awaiting the arrival of law enforcement authorities, unless the plaintiff can show by clear and convincing evidence that such measures were manifestly unreasonable or the period of detention was unreasonably long.

(3) This section does not prevent any lawfully authorized investigative, law enforcement protective, or intelligence gathering employee or agent, of the state or federal government, from operating any audiovisual recording device in any motion picture exhibition facility where a motion picture is being exhibited, as part of lawfully authorized investigative, protective, law enforcement, or intelligence gathering activities.

(4) For the purposes of this section:

(a) "Audiovisual recording function" means the capability of a device to record or transmit a motion picture or any part thereof by means of any technology now known or later developed.

(b) "Motion picture exhibition facility" means any theater, screening room, indoor or outdoor screening venue, auditorium, ballroom, or other premises where motion pictures are publicly exhibited, regardless of whether an admission fee is charged, but does not include a personal residence or retail establishment.