

City Council Meeting

March 28, 2016
5:30 p.m.



AGENDA
GIG HARBOR CITY COUNCIL
March 28, 2016 – Council Chambers

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes Mar 14, 2016.
2. Correspondence / Proclamations: a) Parkinson's Awareness Proclamation.
3. Liquor License Action: a) Special Occasion Liquor License: Kiwanis Club at Gig Harbor Yacht Club; b) Special Occasion Liquor License: Eddon Boatyard.
4. Receive and File: a) Design Review Board Minutes of February 11th and February 25th, 2016; b) Board and Candidate Review Minutes of March 22, 2016; c) Finance and Safety Committee Minutes of March 21, 2016.
5. Second Reading of Ordinance No. 1334 – Update to Harbor Code 8.24.
6. Natural Yardcare Workshops – Interagency Agreement.
7. Appointment to Parks Commission.
8. Approval of Payment of Bills Mar 28, 2016: Checks #80810 through #80897 in the amount of \$398,171.79.

PRESENTATIONS:

1. Parkinson's Awareness Proclamation – Vivian Henderson.
2. Recognition of 2015 Farmers Market Volunteers – Scott & Kathleen Rose.
3. Pierce Transit – Destination 2040 Long Range Plan: Rebecca Japhet, Public Relations Officer and Darin Stavish, Principal Planner.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Parks, Recreation, and Open Space Plan.
2. First Reading of Ordinance - Budget Amendment for Job Reclassifications.
3. Donkey Creek Park Tree Cutting Project – Small Public Works Contract.

CITY ADMINISTRATOR / STAFF REPORT:

City Administrator Ron Williams: a) Legislative Update; and b) Council Retreat Follow-up.

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Lodging Tax Committee: Tue. Apr 5th at 7:30 a.m.
2. Public Works Committee: Mon. Apr. 11th at 4:00 p.m.
3. Volunteer Appreciation Get-together: Mon. April 11th at 5:00 p.m.

ADJOURN:

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








































**MINUTES
GIG HARBOR CITY COUNCIL
March 14, 2016 – Council Chambers**

CALL TO ORDER / ROLL CALL:

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

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:



1. Approval of City Council Minutes Feb. 22, 2016.  
2. Liquor License Action: a) Renewals: Costco, Eagles, GH Chevron, GH 76, Il Lucano, and Tides Tavern;   b) Application: Windy Payne Beer – Wine Specialty Shop;  
 c) Added privilege – Harbor Greens;   d) Added privilege – Moctezuma's;  
e) Renewals: Harbor History Museum, Morso, St. Anthony Hospital, Gig Harbor Yacht Club, The Green Turtle, Waterfront Farmers Market, Panda Garden, Happy at the Bay Teriyaki, Harbor Greens, Maritime Inn, Gig Harbor Farmers Market at Uptown.  
3. Receive and File: a) GH Fire & Medic One 2015 Annual Fire Inspection Report;   b) Boards & Commissions Candidate Review Minutes of Feb 23, 2016;   c) Planning Commission Minutes Feb. 18, 2016;   d) Gig Harbor Arts Commission Minutes March 8, 2016.  
4. Resolution No. 1028 – Surplus Equipment I.T.  
5. Appointments to Parks Commission, Arts Commission, and Salary Commission.  
6. Federal Communications Commission License Agreement.  
7. Cushman Trail Phase 5 Planning Study Contract / Exeltech Consultants, Inc.  
8. Bujacich Lift Station Phase 1 Environmental Assessment Contract.  
9. Welcome Plaza and Lift Station 4B Replacement Project – Amend. No. 1 for Final Design, Permitting, and Preparation of Final Technical Bid Documents.  
10. Resolution No. 1029 - Final Plat/PRD – McCormick Creek.  
11. McCormick Creek Dedication of Right of Way and Gig Harbor Little League Phase I PRD.  
12. Briar Hollow Stormwater Facility Phase I Environmental Site Assessment.  
13. Approval of Payment of 2015 Budget Bills Mar 14, 2016: Checks #80634 through #80646 in the amount of \$63,710.98.
14. Approval of Payment of 2016 Budget Bills Mar 14, 2016: Checks #80627 through #80633 and #80647 through #80809 in the amount of \$1,280,627.45.
15. Approval of Payroll for the month of February 2016: Checks #7643 through #7651 and direct deposits in the amount of \$385,314.37.

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

Council thanked our volunteers.

OLD BUSINESS: None scheduled.



NEW BUSINESS:

1. [Eagle Scout Project Proposal – Jared Van Komen.](#)   Public Works Director Jeff Langhelm introduced Jared Van Komen and asked him to come forward and present his Eagle Scout Project.



Jared Van Komen narrated a PowerPoint Presentation that explained the informational kiosk. He answered questions about the project. Council praised Mr. Van Komen for his efforts.

Mr. Langhelm asked Council to consider accepting the proposed informational kiosk project and add this kiosk to the list of approved donation opportunities in Gig Harbor.

MOTION: Move to accept the proposed informational kiosk project and add the informational kiosk to the list of approved donation opportunities in Gig Harbor.
Payne / Perrow - unanimously approved.

2. [Public Hearing and First Reading of Ordinance – Update to Harbor Code 8.24.](#)   Chief Kelly Busey presented the background for this ordinance to update the Harbor Code to reference recodified RCWs and the adoption of Derelict Vessel Laws. He addressed Council questions.

Mayor Guernsey opened the public hearing at 5:47 p.m. No one came forward to speak and the hearing closed. This will return for a second reading on the Consent Agenda.

3. [First Reading and Adoption of Ordinance No. 1332 – School Impact Fee Code Amendment.](#)   Public Works Director Jeff Langhelm explained that this ordinance corrects the CPI timeline in Chapter 19.12 and revises the City's adjustment of the school impact fee to April of each year. He offered to answer questions.



MOTION: Move to adopt Ordinance No. 1332 on first reading correcting the consumer price index adjustment for school impact fees.
Kadzik / Payne - unanimously approved.

4. [Grandview Forest Park Restoration Project – Small Public Works Contract.](#)  



Project Engineer Marcos McGraw presented the background for this contract to replant trees and underbrush as well as resurfacing the walking paths within Grandview Forest Park. He answered questions.

MOTION: Move to approve a Small Public Works Contract with SMS Superior Maintenance Solutions LLC, in the amount of \$26,060.22 for park restoration.
Perrow / Payne - unanimously approved.

MOTION: Move to authorize the Public Works Superintendent to approve additional expenditures up to \$3,000 for contract change orders.
Perrow / Payne - unanimously approved.



5. [First Reading and Adoption of Ordinance No. 1333 - McCormick Creek PRD.](#)  
Associate Planner Kenneth George presented the background for this ordinance directing the Planning Director to amend the official City Zoning Map to reflect the approval of the Final Planned Residential Development for McCormick Creek Plat Phase 1. He offered to answer questions.

MOTION: Move to adopt Ordinance No. 1333 on first reading, as allowed by GHMC 1.08.020.C.
Malich / Arbenz - unanimously approved.

6. [Zoo Trek Authority Board Ballot.](#)   City Clerk Molly Towslee asked Council to cast a formal vote for Councilmember Michael Perrow for Position 2 on the Zoo / Trek Authority Board.

MOTION: Move to cast a vote for Michael Perrow for Position Two on the Zoo/Trek Authority Board.
Malich / Ekberg - unanimously approved.



CITY ADMINISTRATOR / STAFF REPORT:

1. [Staff Appointment to State Public Works Board.](#)  
Public Work Director Jeff Langhelm announced that City Engineer, Steven Misiurak, has been appointed to the Washington State Public Works Board. He provided a brief history of the Board.

2. [Lift Station 4B/Welcome Plaza – 90% Design Review.](#) Jeff Langhelm presented the latest design for the Welcome Plaza / Lift Station at Jerisich Dock. He introduced the Design Team and answered questions.

3. [Boat Show Follow Up.](#) Tourism and Communications Director Karen Scott reported on the joint efforts of the Downtown Waterfront Association and City to facilitate a visit from the members of Quartermaster Harbor as a follow up to the Boat Show.

4. [Gig Harbor Police Department Update.](#) Chief Busey reported on the successful effort by Detective Michael Cabacungan to expose an elaborate fencing operation.

5. [Open Position on the AWC Board of Directors](#)   Molly Towslee asked if any Councilmember would be willing to submit an application to serve on the AWC Board of Directors. Councilmember Kadzik asked about the time commitment, and then offered to serve.

PUBLIC COMMENT:

[Tom Tomlinson - 7019 Stanich Lane.](#) Voiced concern with the cost of the contract for restoration of Grandview Forest Park. Jeff Langhelm responded to his concerns.

MAYOR'S REPORT / COUNCIL COMMENTS:

[Mayor Guernsey asked if Council had any comments.](#)

[Councilmember](#) Perrow announced that volunteers are needed for Parks Appreciation Day and Giggling Up the Harbor with a focus on the downtown. He recognized Chief Busey for his participation at the basketball games on the local KGHP Radio Station. He did a great job of promotion Gig Harbor.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Planning/Building Committee: Tue. March 15th at 3:45 p.m.
2. Finance and Safety Committee: Mon March 21st at 4:00 p.m.
3. Boards and Candidate Review: Tue. Mar 22nd at 4:00 p.m.
4. Public Works Committee: Mon. Apr. 11th at 4:00 p.m.

EXECUTIVE SESSION:

Mayor Guernsey announced that Council would adjourn to Executive Session at 6:40 p.m. for approximately 25 minutes; the purpose of discussing labor negotiations per RCW 42.30.140(4). No action will be taken.

ADJOURN: Councilmembers returned to regular session at 7:05 p.m. and adjourned the meeting.

Jill Guernsey, Mayor

Molly Towslee, City Clerk

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, Parkinson's disease is a chronic, progressive, degenerative, neurological disorder of the central nervous system for which there presently is no cure; and

WHEREAS, As yet, no chemical, X-ray, study, blood, laboratory or clinical test can provide a definitive diagnosis and as much as 80% of vital dopamine producing neurons in the brain are dead or grossly impaired before Parkinson's is detectible; and

WHEREAS, Symptoms include extreme fatigue, tremors, difficulty with balance and speaking, walking, swallowing, cognitive and memory problems; and

WHEREAS, More education and research is needed to help find more effective treatments with fewer side effects and ultimately a cure for Parkinson's; and

WHEREAS, According to the Northwest Parkinson Foundation, American Parkinson's Disease Association, National Parkinson Foundation, and Michael J. Fox Foundation, there are over one 1.5 million Americans diagnosed with Parkinson's, 5 million worldwide; and

WHEREAS, All citizens can be aware of this debilitating disease and offer friendship, understanding and hope to its victims; and

WHEREAS, The local Parkinson's community has organized several support groups and offers activities, friendship, music therapy, exercise opportunities, and encouragement;

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

World Wide Parkinson's Awareness Month

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 28th day of March, 2016.

Mayor, City of Gig Harbor

Date

WASHINGTON STATE LIQUOR AND CANNABIS BOARD - License Services
3000 Pacific Ave SE - PO Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

MARCH 11, 2016

SPECIAL OCCASION #: 093484

KIWANIS CLUB OF GIG HARBOR
PO BOX 1491
GIG HARBOR WA 98335

DATE: APRIL 30, 2016

TIME: 5 PM TO 11 PM

PLACE: GIG HARBOR YACHT CLUB - 8209 STINSON AVE, GIG HARBOR.

CONTACT: MELANI JOYAL [DOB 10.19.69] 206-719-6751

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 <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2. Do you approve of location? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

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

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 COMMIONERS OR DESIGNEE

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

MARCH 17, 2016

SPECIAL OCCASION #: 091873

GIG HARBOR BOATSHOP
380 HARBORVIEW DR
GIG HARBOR, WA 98335

DATE: MAY 21, 2016

TIME: 6 PM TO 10 PM

PLACE: EDDON BOATYRAD BUILDING - 3805 HARBORVIEW DR, GIG HARBOR

CONTACT: JOHN MCMILLAN (10.18.51) 253-858-1985

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

**City of Gig Harbor Design Review Board
Meeting of February 11th, 2016
Civic Center, 3510 Grandview Street
5:00 PM**

I. Call to order 5:00 PM

II. Roll call

Present: Tomi Kent-Smith, Ray Gilmore, Nels Peterson, Darrin Filand, Brett Desantis

Staff: Jennifer Kester, Carl De Simas, Leah Johnson

III. Approval of Minutes: 1.28.16 Filand/Peterson with conditions

IV. Agenda Items for Formal Review. Review will be conducted in the following order for each item.

- a. Announcement of Application
- b. Open Public Meeting Announcement
- c. Appearance of Fairness Issues
- d. Staff Report
00:06:52
- f. Applicant Introduction and Presentation
- h. Public Comment (See Assistance Memo)
(No public present)
- i. Discussion

- 1. Apex Engineering, PLLC – Tres Kirkebo, 2601 S. 35th St Ste 200, Tacoma, WA 98409.** A. Pre-Application Conference before the Design Review Board regarding preliminary design direction for a proposed business park, Latitude 47 Commercial Center (PL-DR-16-0022); formerly known as Evergreen Business Center. The Project is located at XXX Bujacich Rd NW (Parcel Numbers 0121011010, 0121011028), directly south of the Purdy Corrections Center.

STAFF REPORT and MATERIALS:  

Other Business

Discussion of upcoming meetings

Adjourn 7:00 PM Filand/Peterson

Minutes

**City of Gig Harbor Design Review Board
Meeting of February 25th, 2016
Civic Center, 3510 Grandview Street
5:00 PM**

I. Call to order 5:00 PM

II. Roll call:

Present: Darrin Filand, Tomi Kent-Smith, Linda Pitcher, Ray Gilmore

Second Half: Brett Desantis

Staff: Peter Katich, Leah Johnson

III. Approval of Minutes- Moved to next meeting

IV. Agenda Items for Formal Review. Review will be conducted in the following order for each item.

- a. Announcement of Application
- b. Open Public Meeting Announcement
- c. Appearance of Fairness Issues
- d. Staff Report
- f. Applicant Introduction and Presentation
- h. Public Comment (See Assistance Memo)
- i. Discussion and Voting

1. **City of Gig Harbor Public Works Department, Steve Misiurak, P.E., 3510 Grandview St, Gig Harbor, WA 98335** - The project involves the replacement of existing sanitary sewer Lift Station #4B, and the replacement of the existing restroom building with a new building including ADA stalls and family rooms. The structure would also house mechanical and electrical rooms for the lift station and include a rooftop viewing area. Last, an at-grade "Welcome Plaza" with ADA compliant sidewalks and accessible pathway to the existing Jerisich Park Dock and Visitor Moorage Facility would be developed adjacent to the proposed restroom and lift station equipment building. The applicant has requested design review of the proposal by the city's Design Review Board for Articles III (Site Design) & IV (Architecture) of the Design Manual pursuant to Gig Harbor Municipal Code 17.98.055. The project is located at 3207 Harborview Dr. **To Review and discuss the recommendation by the City of Gig Harbor Design Review Board.**

Motion: Move to approve findings of staff and recommend the approval of the certificate of appropriateness. Filand/Pitcher- motion carried.

2. **Burnham Construction, LLC, P.O. Box 245, Gig Harbor, WA 98335**
For the proposed tear-down and reconstruction of an existing duplex located at 8715 North Harborview Dr., (PL-DRB-15-0059). The proposed 2-story structure would have a slightly smaller footprint (2,040 square feet proposed vs. 2,062 square feet existing) and 4,080

square feet of total gross floor area. The proposed structure would have a maximum height of 16-feet on the uphill side, and a maximum height of 27-32 feet on the downhill side. The applicant has requested full design review of the proposal by the city's Design Review Board pursuant to Gig Harbor Municipal Code 17.98.055.

Motion: Move to

STAFF MEMO and MATERIALS:  

V. [Other Business](#)

Discussion of upcoming meetings – March 10th, 2016

VI. [Adjourn](#)

Minutes Board and Commissions Candidate Review

March 22, 2016

Call to Order:

Councilmember Lovrovich called the meeting to order at 4:00 pm. Councilmember Malich, Mayor Guernsey, and Shawna Wise were also in attendance.

New Business:

1. Parks Commission

New applicant Ben Coronado shared background information and confirmed he would not have any conflicts in attending the Parks Commission meetings. He said Skansie Park is his favorite area park because of the vitality and energy it brings to downtown. He also enjoys Cushman Trail and likes how it ties all of Gig Harbor together. Mr. Coronado shared that he feels a future park in Gig Harbor North is very important.

Councilmember Kadzik was unavailable for the meeting but had written a letter in support of appointing Mr. Coronado.

After the interview, Councilmembers voted 2-0 to appoint Mr. Coronado to the Parks Commission.

Adjourned at 4:07pm



City of Gig Harbor Finance & Safety Committee Minutes

Council Committee Arbenz, Ekberg, and Perrow

**March 21, 2016 – 4:00 p.m.
Executive Conference Room**

Call to Order: 4:02 p.m.

Roll Call:

Present: Councilmembers Arbenz, Ekberg and Perrow, City Administrator Ron Williams, Chief of Police Kelly Busey, Mary Ann McCool Human Resource Director, Dave Rodenbach Finance Director, and Finance Technician Michael Williams.

New Business:

1. 5 Year Projection of the Budget. Dave Rodenbach presented a graph showing Total Revenues, Total Expenditures, and Ending Fund Balance. The graph did not include Building and Fire Department and Utilities. Mr. Rodenbach then discussed the assumptions and growth factor. Using historical growth and trend function to compare the projected numbers with historical numbers to produce the projections. Discussion of individual items in the revenue sections. The total expenses were discussed separating salaries, benefits, insurance and other expenses. Discussion of the Fund Balance was presented as a change as to previous projection as to this one has a positive amount as to previous projections presented a negative fund balance.

Mr. Rodenbach asked for questions and reiterated that he is available if questions arise at a later date.

2. School Resource Officer Chief Kelly presented a proposal for applying for a grant through Cops Hiring Program (CHP) for a School Resource Officer. The grant would pay for 75% of the annual cost of the Officer's salary and benefits and the school district would pay the other 25% for three years and the school district would be required to pay 100% of the fourth year. Discussion on cost and benefit for the City of Gig Harbor, included the requirement to supply a fully equipped patrol car and uniforms. The benefit that the officer would be available for regular patrol during school breaks such as summer, winter and spring breaks. Discussion of duties of the officer was discussed.

Chief Busey asked if he should pursue the grant at this time. More discussion on staffing and duties, with end of grant options. Recommended to pursue the grant with the knowledge that as information is provided the grant may or may not be accepted.

3. LiveScan Machine Chief Busey presented information on a LiveScan machine for fingerprinting and identification services. Description of fingerprinting services that are currently being done was presented. A grant is available for 90% of the cost of a LiveScan machine. The machines abilities were discussed and time savings presented. Possibility of using it for service to outside services were discussed. The cost would be in the \$1,600.00 range for the 10% not covered by the grant and could be covered under the current budget.

Chief Busey asked if he should pursue the grant at this time. Recommended to pursue the grant.

4. Body Cameras Chief Busey presented information and a bid on camera system for patrol cars and body cameras for officers. Previous dash cameras have reached the end of useful lives, there are currently no body cameras in use by officers. A new law comes into effect June 1, 2016 that would give the City a better buffer from harassing public disclosure requests if the City has a system in place by June 8, 2016. So Chief Busey believes now is the time to upgrade dash cameras and provide body cameras. Chief Busey presented a quote for three units of the Veretos system along with a short video showing some of the highlights of the system. The data provided can be used in various ways to protect the officer and also support training and discipline of an officer if needed. The equipment stores data on the cloud and not on a local server. Questions on integration to current systems, performance, out of view of dash cameras, and cost.

Recommendation to pursue and to find out more about the June 8, 2016 date in the new law.

Adjourn: 4:48 p.m.

Next Meeting Date: June 20, 2016



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

Subject: Second Reading of Ordinance - Harbor Code Revision

Dept. Origin: Police

Prepared by: Kelly Busey

For Agenda of: March 28, 2016

Exhibits: Ordinance – Harbor Code Revision GHMC 8.24

Proposed Council Action:

Adopt Ordinance No. 1334 – Updates to GHMC 8.24 (Harbor Code).

Initial & Date

Concurred by Mayor:

Jb 3-23-16

Approved by City Administrator:

Ron W 3/23/16

Approved as to form by City Atty:

email 2-22

Approved by Finance Director:

Approved by Department Head:

KBB

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

Corrections and updates to Harbor Code, including references to recodified RCWs and adoption of Derelict Vessel laws. First reading and public hearing were held on 3/14/16.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

Public Works Committee directed this to be forwarded to full council for consideration.

RECOMMENDATION / MOTION

Adopt Ordinance No. 1334 containing various updates to GHMC 8.24 (Harbor Code)

ORDINANCE NO. 1334

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE HARBOR CODE, AMENDING CHAPTER 8.24 OF THE GIG HARBOR MUNICIPAL CODE TO REFLECT CORRECTIONS, CHANGES TO VESSEL IMPOUND PROCEDURES, AND ADOPTING THE STATE DERELICT VESSEL LAW

WHEREAS, Chapter 8.28 of the Gig Harbor Municipal Code contains provisions for the conduct and anchoring of vessels, as well as boating safety requirements in Gig Harbor (Harbor Code); and

WHEREAS, several changes in state law that are referenced by the Gig Harbor Municipal Code require a periodic update in the Code; and

WHEREAS, the need for clarity between impound processes for derelict vessels and other vessel impoundments exists; and

WHEREAS, exemption for non-motorized watercraft from vessel speed regulations is consistent with current harbor activities; Now, therefore,

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

Section 1. Chapter 8.24 – Amended. Chapter 8.24 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**Chapter 8.24
HARBOR CODE**

Sections:

- 8.24.002 Application and justification.**
- 8.24.004 Authorization.**
- 8.24.006 Definitions.**
- 8.24.008 Additional definitions.**
- 8.24.010 Harbor warden.**
- 8.24.012 Rules of the road.**
- 8.24.014 Liability.**
- 8.24.015 Penalties.**
- 8.24.016 Chapter 79A.60 RCW adopted by reference.**

8.24.017 Operation of a vessel in a reckless manner – Operation of a vessel under the influence of intoxicating liquor – Penalty.

8.24.018 Chapter 352-60 WAC adopted by reference.

8.24.019 Chapter 79.100 RCW adopted by reference.

8.24.020 Interference with navigation.

8.24.022 Mooring buoys.

8.24.024 Residential use of floating homes or houseboats in harbor prohibited.

8.24.026 Speed regulations.

8.24.028 Seaplanes.

8.24.030 Removal of obstructing vessels.

8.24.032 Sunken vessels.

8.24.034 Unseaworthy craft.

8.24.036 Impoundment authority.

8.24.038 Impound procedures.

8.24.040 Nuisances.

8.24.002 Application and justification.

The provisions of this chapter shall be applicable to all vessels and watercraft operating in the city limits of Gig Harbor Bay and the portion of the city limits that extends outside Gig Harbor Bay. The provisions of this chapter shall be construed to supplement United States laws and state laws and regulations when not expressly inconsistent therewith, in the areas where the United States and state laws are applicable. To the extent that this chapter is inconsistent with federal or state laws and regulations, the federal and/or state laws shall control. (Ord. 766 § 2, 1997).

8.24.004 Authorization.

The city, in the exercise of its police power, assumes control and jurisdiction over all waters within its limits, and such waters shall, for the purposes of this chapter, be known as "Gig Harbor Bay." (Ord. 766 § 2, 1997).

8.24.006 Definitions.

The "Definitions" contained in RCW 79A.60.010, as the same now exists or may hereafter be amended, are hereby adopted by reference, and the definitions set forth therein shall apply throughout this chapter. (Ord. 766 § 2, 1997).

8.24.008 Additional definitions.

In addition to the definitions in RCW 79A.60.010, the following definitions shall apply and have the meanings set forth below, except where the same shall be clearly contrary to or inconsistent with the context of the section in which used.

A. "Buoy" means a small float moored in the water used to define a navigation channel, convey an official message, or provide temporary moorage for a vessel.

B. "City" means the city of Gig Harbor.

C. "Floating home" means a building constructed on a float, used whole or in part for human habitation as a dwelling or business, but not designed or primarily used as a vessel, and which is normally incapable of self-propulsion, and usually permanently moored, anchored, or otherwise secured, as distinguished from the mooring or anchoring of a vessel.

D. "Moor" means a position where vessels or watercraft are affixed to devices or structures other than a vessel's parochial anchoring system.

E. "Obstruction" means any vessel or watercraft or any matter which may in any way block, interfere with or endanger any vessel or watercraft or impede navigation, or which cannot comply with the Rules of the Road identified in GHMC 8.24.012.

F. "Watercraft" means any contrivance used or capable of being used as a means of transportation on water. Cribbs, piles, or rafts of logs shall not be included in the terms "watercraft" or "vessel," but shall be included in the term "obstruction" when they shall be floating loose and not under any control or when under control and obstructing any navigable channel. (Ord. 766 § 2, 1997).

8.24.010 Harbor warden.

This chapter shall be enforced by the police chief, who shall be designated the harbor warden. It shall be the duty of the harbor warden, and his/her authorized designees, to:

A. Enforce the ordinances and regulations of the city upon the waters of the harbor and adjacent lands thereto, when the harbor is affected;

B. Maintain patrols in the harbor for the protection of life and property, including, but not limited to, the removal and disposition of drifting debris and nuisances from the waters of the harbor;

C. Investigate and report upon marine and maritime accidents in the harbor;

D. Coordinate all necessary functions in connection with search and rescue in the harbor;

E. Promulgate rules and regulations governing the use of the navigable portions of waterways; and

F. Remove, impound or sell any vessel, watercraft or obstruction anchored or moored in violation of this chapter deemed a public nuisance or a hazard to navigation or operated or afloat under conditions deemed unsafe for water transportation. (Ord. 766 § 2, 1997).

8.24.012 Rules of the road.

Except as otherwise specified in this chapter, vessels shall be subject to the International Regulations for Preventing Collisions at Sea, 1972, (72COLREGS), Title 33, Code of Federal Regulations, part 81-72, Appendix A, as such rules are now or may hereafter be amended or adopted. Vessels engaged in a sanctioned or authorized race, log race, regatta or similar event, shall be subject to the applicable rules for such events, including, but not limited to, differing right-of-way rules. (Ord. 766 § 2, 1997).

8.24.014 Liability.

Nothing contained in this chapter is intended to be nor shall be construed to create or form the basis for any liability on the part of the city, or its officers, employees or agents, for any injury or damage resulting from the failure of any person or owner of a vessel, watercraft or obstruction, to comply with the provisions of this chapter, or by reason or in consequence of any notice, order, citation, permit, permission or approval authorized or issued or done in connection with the implementation or enforcement of this chapter, or by reason of any action or inaction on the part of the city related in any manner to the enforcement of this code by its officers, employees or agents. Nothing in this chapter shall be construed so as to release any person owning or controlling any vessel, watercraft, pier, dock, obstruction or other structure, from any liability

from damages, and the safeguards to life and property required by this chapter shall not be construed as relieving any person from installing and maintaining all other safeguards that may be required by law. (Ord. 766 § 2, 1997).

8.24.015 Penalties.

A. The penalties for violations of GHMC 8.24.012, 8.24.018, 8.24.020, 8.24.022, 8.24.024, 8.24.026, 8.24.028, 8.24.030, and 8.24.034 shall be a civil infraction pursuant to Chapter 7.84 RCW and shall be subject to a monetary penalty of \$100.00. Each day during any portion of which a violation of any provision of the aforementioned sections is committed is a separate offense.

B. The penalties for violations of Chapter 79A.60 RCW shall be as specifically identified in that chapter. Violations designated as infractions in Chapter 79A.60 RCW shall be misdemeanors, as set forth in RCW 79A.60.020. Violations designated as civil infractions in Chapter 79A.60 RCW shall be civil infractions pursuant to Chapter 7.84 RCW, subject to a monetary penalty of \$100.00. (Ord. 1050 § 2, 2006).

8.24.016 Chapter 79A.60 RCW adopted by reference.

Chapter 79A.60 RCW, "Regulation of Recreational Vessels," as the same now exists or may hereafter be amended, is hereby adopted by reference, as if fully set forth herein. (Ord. 1050 § 1, 2006; Ord. 766 § 2, 1997).

8.24.017 Operation of a vessel in a reckless manner – Operation of a vessel under the influence of intoxicating liquor – Penalty.

RCW 79A.60.040 is hereby incorporated by reference as if fully set forth herein. (Ord. 1009 § 3, 2005).

8.24.018 Chapter 352-60 WAC adopted by reference.

Chapter 352-60 WAC, "Boating Safety," as the same now exists or may be hereafter amended, is hereby adopted by reference. (Ord. 766 § 2, 1997).

8.24.019 Chapter 79.100 RCW adopted by reference.

Chapter 79.100 RCW, "Derelict Vessels," as the same now exists or may be hereafter amended, is hereby adopted by reference. (Ord. __, § 2, 2016).

8.24.020 Interference with navigation.

No person shall operate any watercraft or vessel on the water in a manner which shall unreasonably or unnecessarily interfere with other watercraft or vessels, or with the free and proper navigation of Gig Harbor Bay, or the launching of any watercraft or vessel at any public boat launching ramp. (Ord. 766 § 2, 1997).

8.24.022 Mooring buoys.

Mooring buoys are prohibited in Gig Harbor Bay where such buoys will interfere with customarily traveled routes for vessels. No more than one buoy may be installed beyond extreme low water or line of navigability for each ownership. However, ownerships exceeding 200 feet as measured along the shoreline may be permitted more installations on a case by case basis. The city's permission to install a mooring buoy shall not exempt a person from obtaining any and all necessary permits or permissions required by other government authorities. Nothing in this section shall be interpreted to be inconsistent with Chapter 332-30 WAC, or any other state law, regulation or rule regarding the permitting of mooring buoys. (Ord. 766 § 2, 1997).

8.24.024 Residential use of floating homes or houseboats in harbor prohibited.

It shall be unlawful to use a floating home or houseboat for residential purposes within Gig Harbor Bay. (Ord. 766 § 2, 1997).

8.24.026 Speed regulations.

Within the waters of Gig Harbor Bay, it shall be unlawful for any person to operate a vessel or watercraft that is at the time powered by machinery, or to taxi a seaplane at a speed in excess of five miles per hour, or at a slower speed that produces a damaging wake. Nothing in this section shall be construed as exempting any person from liability caused by wake action from operation of any vessel in Gig Harbor Bay. (Ord. 766 § 2, 1997).

8.24.028 Seaplanes.

Seaplane operators are encouraged to take off and land in the area outside the mouth of Gig Harbor Bay and may taxi the seaplane into Gig Harbor Bay. However, seaplane takeoffs and landings are prohibited in Gig Harbor Bay except in emergency situations and where the pilot can maintain a minimum of

200 feet of lateral separation between the seaplane and other underway or anchored vessels while operating on the water. (Ord. 766 § 2, 1997).

8.24.030 Removal of obstructing vessels.

A. Acts Prohibited.

1. No person having charge of any vessel, watercraft or obstruction shall make the same fast to any buoy, pier or other structure owned by or under the control of the city, without permission from the city.

2. No person having charge of any towboat shall while towing any vessel, watercraft or obstruction, in any manner obstruct navigation in the Gig Harbor Bay.

B. Harbor Warden Authority. The harbor warden shall have the power to order the removal of:

1. Any vessel, watercraft or obstruction anchored or moored in Gig Harbor Bay, or made fast to any buoy, pier, dock or other structure owned by or under the authority and control of the city, in violation of this chapter; and

2. Any towboat and/or its tow obstructing navigation in the Gig Harbor Bay. (Ord. 766 § 2, 1997).

8.24.032 Sunken vessels.

When any vessel or watercraft or obstruction is in danger of sinking, has been sunk or grounded, or has been delayed in such manner as to stop or seriously interfere with or endanger navigation, the harbor warden may order the same immediately removed. If the owner or other person in charge thereof, after being so ordered, does not proceed immediately with such removal, the harbor warden may take immediate possession thereof and remove the same. In so doing, the harbor warden shall use such methods as in the harbor warden's judgment will prevent unnecessary damage to such vessel or watercraft or obstruction, and the expense incurred by the harbor warden in such removal shall be paid by the owner of the vessel, watercraft or obstruction. In case of failure to pay, the city may maintain an action for the recovery of such costs. (Ord. 766 § 2, 1997).

8.24.034 Unseaworthy craft.

It shall be unlawful for any person or owner of a vessel, watercraft or obstruction to tow into or move such vessel, watercraft or obstruction into Gig Harbor Bay, which prior to movement or tow appears or exists in an unseaworthy condition, uses or needs support from another vessel or watercraft to remain afloat, or otherwise appears to lack the capacity for safe movement through and across navigable waters, other than the following: (a) barges or scows or disabled or buoyant aircraft in tow by a towage company authorized to do business in the state; (b) vessels or watercraft temporarily disabled by accident, collision, or other malfunction but otherwise seaworthy and capable of safe movement, and (c) vessels, watercraft or obstructions being towed by or under the control of the harbor warden. (Ord. 766 § 2, 1997).

8.24.036 Impoundment authority.

The harbor warden may take immediate possession of and/or impound and remove any vessel, watercraft or obstruction, when:

- A. The operator or person in charge of same reasonably appears incapable of safely operating the vessel, watercraft or obstruction;
- B. The operator or person in charge of same refuses or neglects to obey an order of the harbor warden to proceed from or to an area following a citation or in an emergency;
- C. The operator or person in charge operates a vessel, watercraft or obstruction in a negligent, reckless, or other manner so as to endanger the safety of others or to unreasonably interfere with the navigation of other watercraft and vessels, and the harbor warden believes such operation of the vessel, watercraft or obstruction would continue unless possession be taken of the same;
- D. The vessel, watercraft or obstruction appears unsafe for water transportation. (Ord. 766 § 2, 1997).

8.24.038 Impound procedures.

The harbor warden shall implement the following procedures to impound any vessel, watercraft or obstruction under the authority provided in section 8.24.036;

A. Where immediate removal of the vessel, watercraft or obstruction is not required, the harbor warden shall attach a readily visible written notification to the vessel, watercraft or obstruction. The written notification shall contain the following information:

1. The date and time the written notification was attached;
2. A statement that if the vessel, watercraft or obstruction is not removed within 72 hours from the time the written notification is attached, it will be taken into custody, moored and stored at the owner's expense;
3. The address and telephone number where additional information may be obtained.

B. The harbor warden shall check the records to learn the identity of the last owner of record with the state of Washington. The warden shall make a reasonable effort to contact the owner by telephone in order to give the owner the information on the written notification.

C. If the vessel, watercraft or obstruction is not removed within 72 hours from the time the written notification is attached, or in those cases where immediate removal is appropriate (as described in this chapter), the harbor warden may take custody of the vessel, watercraft or obstruction and provide for the removal, mooring and/or storage to a place of safety.

D. All vessels, watercraft or obstructions shall be taken to the nearest mooring or storage location that has been inspected by the police department.

E. All vessels, watercraft or obstructions shall be handled and returned in substantially the same condition as they existed before being towed.

F. All personal belongings and contents in the vessel, watercraft or obstruction, with the exception of those items of personal property that are registered or titled with the police department, shall be kept intact, and shall be returned to the owner of the vessel, watercraft or obstruction during normal business hours and upon request and presentation of a driver's license or other sufficient identification. Personal belongings, with the exception of those items of personal

property that are registered or titled with the department, shall not be sold at auction to fulfill a lien against the vessel, watercraft or obstruction.

G. All personal belongings, with the exception of those items of personal property that are registered or titled with the police department, not claimed before the auction, shall be disposed of pursuant to Chapter 63.32 or 63.40 RCW.

H. Any person who shows proof of ownership or written authorization from the impounded vessel or watercraft's registration, or of the legal owner of the vessel or watercraft's insurer, may view the vessel or watercraft without charge during normal business hours.

I. The owner of the vessel, watercraft or obstruction is liable for costs incurred in removing, storing and disposing of same, less amounts realized at auction.

J. When the vessel, watercraft or obstruction is impounded, the harbor warden shall notify the legal and registered owners of the vessel, watercraft or obstruction if known, of the impoundment and proposed sale of same. The owners of any personal property registered or titled with the police department shall be notified of disposition of such property pursuant to Chapter 63.32 or 63.40 RCW, of the impoundment and proposed sale of same. The notification shall be sent by first class mail within 24 hours after the impoundment to the last known registered and legal owners of the vehicle, and the owners of any other items of personal property registered or titled with the police department. The notice shall include the location, time of the impoundment, and by whose authority the vehicle was impounded. The notice shall also include the written notice of the right of redemption and opportunity to contest the validity of the impoundment pursuant to the procedures described below.

K. Right to Hearing.

1. Any person seeking to redeem an impounded vessel, watercraft or obstruction under this section has a right to a hearing in the municipal court for the jurisdiction in which the vehicle was impounded, to contest the validity of the impoundment or the amount of towing and storage charges. Any request for a hearing shall be made in writing and must be received by the municipal court within 10 days of the date the opportunity was provided for in subsection J of this section. If the hearing request is not received by the municipal court within the

10-day period, the right to a hearing is waived and the registered owner is liable for any towing, storage or other impoundment charges permitted under this chapter.

2. The procedures to be followed by the municipal court for notification to parties, jurisdiction, and determinations to be made by the court shall be the same as set forth in state law for vehicles (RCW 46.55.120(2)(b) through 46.55.120(4), as the same currently exist or may hereafter be amended). In the event that the city has incurred costs relating to the towing, storage and impoundment of the vessel, watercraft or obstruction, the procedures for entry of a judgment in RCW 46.55.120 (as the same currently exists or may hereafter be amended) shall apply to the city.

L. Public Auction.

1. If, after the expiration of 30 days from the date of mailing of notice of impoundment and proposed sale required in subsection (J) of this section to the registered and legal owners, the vessel, watercraft or obstruction remains unclaimed and has not been listed as stolen, then the harbor warden shall conduct a sale of the vessel, watercraft or obstruction at public auction. Prior notification of the public auction shall be given by publication in the city's official newspaper at least once, more than ten days but less than twenty days prior to auction, which shall include the auction date, place and time. The notice shall also contain a description of the vessel, watercraft or obstruction, including any make, model, year and registration number and a notification that at least a three-hour viewing period will be available before the auction. The auction shall be held during daylight hours of a normal business day.

2. The following procedures are required in any public auction of such vessels, watercraft or obstructions:

a. The auction shall be held in such a manner that all persons present are given an equal time and opportunity to bid.

b. The harbor warden shall post a copy of the auction procedure at the bidding site. If the bidding site is different from the police department, the warden shall post a clearly visible sign at the police department that describes in detail where the auction will be held. At the bidding site, a copy of the newspaper

advertisement that lists the vessels, watercraft or obstruction for sale shall be posted.

c. All bidders must be present at the time of auction unless they have submitted to the harbor warden, who may or may not choose to use the preauction bid method, a written bid. Written bids may be submitted up to five calendar days before the auction and shall clearly state which vehicle is being bid upon, the amount of the bid, and who is submitting the bid.

d. The open bid process, including all written bids, shall be used so that everyone knows the dollar value that must be exceeded.

e. The highest two bids received shall be recorded in written form and shall include the name, address, and telephone number of each such bidder.

f. In case of bidder defaults, the next bidder has the right to purchase the vessel, watercraft or obstruction for the amount of his or her bid.

g. The successful bidder shall apply for title (if applicable) within 15 days.

h. If the harbor warden receives no bid, or if the warden is the successful bidder at auction, the warden shall sell the vessel, watercraft or obstruction to a licensed vehicle wrecker, hulk hauler, or scrap processor, or the warden shall apply for title to the vessel or watercraft.

M. The city shall have a lien upon the impounded vessel, watercraft or obstruction for services provided in the towing, storage and impoundment, unless the impoundment is determined to have been invalid. The lien does not apply to personal property in or upon the vessel, watercraft or obstruction that is not permanently attached to or is not an integral part of the vessel, watercraft or obstruction except for items of personal property registered or titled with the police department. The cost of the auction or a buyer's fee may not be added to the amount charged for the vessel, watercraft or obstruction at auction, or added to the lien imposed or any overage due. (Ord. 766 § 2, 1997).

8.24.040 Nuisances.

Nuisances Designated – Removal. Sunken vessels, refuse of all kinds, structures or pieces of any structure, dock sweepings, dead fish or parts thereof, dead animals or parts thereof, timber, logs, piles, boom sticks, lumber, boxes, empty containers and oil of any kind floating uncontrolled on the water, and all other substances of a similar nature, are declared to be public nuisances and it shall be unlawful for any person to throw or place, or cause or permit to be thrown or placed, any of the above articles in the Gig Harbor Bay, or upon the shores thereof or in such position that the same may or can be washed into the harbor, either by high tides, storms, floods or otherwise. Any person causing or permitting such nuisances to be placed in the Gig Harbor Bay shall remove the same, and upon his failure to do so, the same may be removed by the harbor warden and the expense thereof shall be paid by and recoverable from the persons creating the nuisance. In all cases, such nuisances may be abated in the manner provided by law including, but not limited to, Chapters 7.48 and 9.66 RCW. The abatement of any such public nuisance shall not excuse the person responsible therefor from prosecution under this chapter. (Ord. 766 § 2, 1997).

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 28th day of March, 2016.

CITY OF GIG HARBOR

Mayor Jill Guernsey

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela Summerfield

FILED WITH THE CITY CLERK: 02/24/16
PASSED BY THE CITY COUNCIL: 03/28/16
PUBLISHED: 03/30/16
EFFECTIVE DATE: 04/04/16
ORDINANCE NO: 1334



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

Subject: 2016 Natural Yard Care Workshops – Interagency Agreement with Tacoma-Pierce County Health Department.

Proposed Council Action: Authorize the Mayor to execute an Interagency Agreement with TPCHD for the amount of \$5,300.00.

Dept. Origin: Public Works/Engineering

Prepared by: Wayne Matthews *WM*
Engineering Technician

For Agenda of: March 28, 2016

Exhibits: Tacoma-Pierce County Health Department Interagency Agreement

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial & Date

For W 3/18/16
via e-mail *3/19/16*
DR 3/17/16
ADD 3/11/16
STM by MO

Expenditure Required	\$5,300.00	Amount Budgeted	See Fiscal Consideration below	Appropriation Required	\$5,300
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INFORMATION/BACKGROUND

One of the requirements under the City’s current NPDES permit is for the City to provide an active public education and outreach component. The City has offered Natural Yard Care Workshops to the public over the past five years. The workshops have been well attended, reaching up to over 60 people at each workshop. The attached Interagency Agreement with Tacoma-Pierce County Health Department (TPCHD) proposes to continue these workshops.

The Gig Harbor workshops promote environmental stewardship and sustainable maintenance practices for yards and landscapes, resulting in minimizing potential impacts upon surface water resources. The workshops promote the five steps to natural yard care directly to Gig Harbor homeowners. The Natural Yard Care Workshops have specialist guest speakers with power point presentations and hands-on activities.

FISCAL CONSIDERATIONS

Sufficient funds are available for the Natural Yard Care Workshops in the 2015–2016 Budget for the NPDES Phase 2 Municipal Stormwater Permit.

2016 Budget for NPDES Phase 2 Municipal Stormwater Permit	\$ 15,000
Anticipated 2015 Expenses:	
2015 Natural Yard Care Workshops (reimbursable)	\$ (5,300)
Remaining 2016 Budget =	\$ 9,700

BOARD OR COMMITTEE RECOMMENDATION

The Interagency Agreement Tacoma-Pierce County Health Department – Natural Yard Care - 2011 was reviewed at the Operations and Public Projects Committee Meeting in February of 2011.

RECOMMENDATION/MOTION

Move to: Authorize the Mayor to execute an Interagency Agreement with TPCHD for the amount of \$5,300.00.

Interagency Agreement Tacoma-Pierce County Health Department - City of Gig Harbor Natural Yard Care – 2016

The City of Gig Harbor seeks to reduce pollutants in and the impact of storm water to local surface water bodies through public education as directed by its National Pollution Discharge Elimination System (NPDES) permit. The goal of this project is to increase adoption of natural yard care practices in Gig Harbor through education and outreach efforts in 2016. This approach will complement other existing and planned efforts and will result in the adoption of natural yard care practices by targeted residential. Results will be accessed via a project-end report.

The Tacoma-Pierce County Health Department (Health Department) shares an interest in reducing pollutant discharges to the environment, minimizing potential impacts upon surface water resources, and seeks to safeguard and enhance the health of communities in Pierce County.

The City of Gig Harbor and the Health Department have determined that it is mutually beneficial that the Health Department provide to the City certain services in 2016, as described in this agreement.

The Health Department will partner with the City of Gig Harbor to produce homeowner-targeted workshops promoting environmental stewardship and sustainable maintenance practices for yards and landscapes. The Health Department will promote the “Five Steps to Natural Yard Care” approach as described below:

- Build healthy soil** - Covers the basic components of soil and benefits of adding organic matter. Talk will include instruction about backyard composting emphasizing troubleshooting and the benefits of recycling nutrients on-site.
- Plant right for your site** - Practical landscape design for matching plants with the proper environmental conditions to encourage healthy plants and reduce reliance on pesticide use.
- Practice smart watering** - Covers water conservation by encouraging irrigation efficiency through a variety of techniques, grouping plants with like water needs together, and encouraging deep, infrequent watering for plant health.
- Think twice before using pesticides** - Emphasizes proper plant placement and plant health as the first step in avoiding pest incidence; cover cultural, mechanical, and biological control techniques before using less-toxic pesticides as a last resort; the importance of and how to read a pesticide label and emphasizing proper usage and disposal of pesticide products.
- Natural lawn care** - Covers differences among grass species common to the area, ‘grass-cycling’ for organic waste diversion and nutrient cycling, proper irrigation and fertilization practices, and emphasizing techniques to reduce weed incidence and pesticide usage.

The workshop program brings these messages directly to City of Gig Harbor homeowners via a series of three lectures and hands-on demonstrations. Follow-up surveys will be

conducted to assess changes in participant behaviors and practices occurring as a result of the program.

GOALS

Increase participants' adoption of natural yard care practices, including:

- reduced inappropriate use of pesticides and fertilizers to reduce potential impacts to surface/storm water
- reduced generation of organic waste/increased backyard composting
- increased use of slow-release fertilizers
- reduced water use

ACTIVITIES

The Health Department proposes a program of one Natural Yard Care Workshop series to be scheduled in coordination with the City of Gig Harbor and conducted in April and May 2016, comprised of the following specific elements:

- Three community evening meetings covering the five steps listed above, as well as information pertinent to preserving stormwater and surface water quality in Gig Harbor. Responsible party: **Health Department**
- Email and telephone follow-up to remind pre-registered residents of the upcoming meetings. Responsible party: **Health Department**
- Distribution of printed materials to each attendee covering the topics in the five steps to Natural Yard Care and conduct pre-workshop/baseline yard care practices survey. Responsible party: **Health Department**

OUTPUTS

- At least 60 Gig Harbor residents are trained in natural yard care practices via the Natural Yard Care workshop series.
- Report summarizing participation, the survey instrument and resulting data, an assessment of the knowledge gained from the workshops, and conclusions regarding the effectiveness of this approach.

OUTCOMES

Workshop participants will show increased knowledge of natural yard care practices and resulting progress toward the task goals, as listed above. Outcomes will be assessed via a survey of workshop participants before and following each workshop.

PROPOSED SCHEDULE AND DELIVERABLES

- March. to May. 2016- Workshop advertising including City of Gig Harbor newsletter; direct mail invitations to utility customers; inclusion in City of Gig Harbor website and other city-sponsored advertising means.
- Conduct NYC workshops series at City of Gig Harbor City Civic Center. (Dates to be determined.)
- Conduct a post workshop surveys to measure knowledge gained by attending the classes.
- December, 2016 - Summary report detailing advertising methods, attendance records, topics discussed at workshops, qualitative workshop feedback from attendees, workshop survey analyses. Provide City of Gig Harbor with copies of

primary workshop materials and workshop surveys, and associated outreach/education materials.

PROJECT COST & BILLING


In consideration for the services described herein the City of Gig Harbor shall pay the Health Department a total of **\$5,300**. The Health Department shall bill the City of Gig Harbor after the workshops are completed. Payment shall be made within 30 days of receipt of an invoice from the Health Department. Invoices from the Health Department shall be accompanied by progress reports describing activities and results for that billing period.

The City of Gig Harbor will be invoiced prior to June 30th, 2016.

PROJECT CONTACTS

City of Gig Harbor
Wayne Matthews
3510 Grandview St.
Gig Harbor, WA 98335
Phone: 253-853-2646
Fax: 253-853-7597
matthewsw@cityofgigharbor.net

Tacoma-Pierce County Health Department
Walt Burdsall/Andy Comstock
3629 South D St., MS: 1049
Tacoma, WA 98418
Phone: 253-798-4708/253-798-6538
Fax: 253-798-6498
wburdsall@tpchd.org/ acomstock@tpchd.org

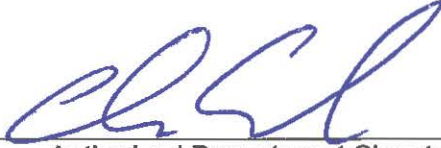

3/8/14

Date of Signature

3/8/2016

Date of Signature

Authorized Signature



Authorized Department Signature

Printed Name

Christopher Schuler

Printed Name

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

Tacoma-Pierce County Health
Department
3629 South D Street
Tacoma, WA 98418-6813

Contractor Address

Department Address

\$5,300
Dollar Amount for this Agreement



Business of the City Council
City of Gig Harbor, WA

Subject: Appointment Parks Commission

Dept. Origin: Administration

Proposed Council Action:

Prepared by: Shawna Wise

Move to accept the appointment for the Parks Commission.

For Agenda of: March 28, 2016

Initial & Date

Concurred by Mayor:

JG 3-23-16

Approved by City Administrator:

LU 3-23-16

Approved as to form by City Atty:

N/A

Approved by Finance Director:

JP 3/23/16

Approved by Department Head:

[Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are -0-.

INFORMATION / BACKGROUND

There was one opening on the Parks Commission and one applicant. The Boards and Commissions Candidate Review Committee interviewed the applicant, Ben Coronado.

The Boards & Commissions Candidate Review Committee would like to recommend: The appointment of Ben Coronado to Parks Commission

FISCAL CONSIDERATION

None.

RECOMMENDATION / MOTION

Move to: Accept the appointment for the Parks Commission.



Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance – Parks, Recreation, and Open Space (PROS) Plan

Proposed Council Action: Consider approval of the ordinance at the second reading.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director

TLX

For Agenda of: March 28, 2016

Exhibits: Ordinance and 2016 PROS Plan Final Draft

Initial &
Date

Concurred by Mayor: *TLX 3.23.16*
Approved by City Administrator: *RW 3-23-16*
Approved as to form by City Atty: *VIA EMAIL 3/21/16*
Approved by Finance Director: *SP 3/23/16*
Approved by Department Head: *TLX 3/23/16*

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

The City's 2010 Parks, Recreation, and Open Space (PROS) Plan was scheduled to be updated in 2016 to remain eligible for certain grants from various funding sources. Subsequently, the City budgeted for the update to the PROS Plan in the 2015-16 biennial budget. Due to staffing levels the City hired a consultant, Sound Municipal Solutions, in September 2015 to complete the update.

Sound Municipal Solutions successfully prepared the PROS Plan update by completing a public survey and running multiple detailed work study sessions with the Parks Commission. A final draft of the Plan was completed in January. The City's SEPA Responsible Official issued a Determination of Nonsignificance for the 2016 PROS Plan on January 20, 2016. This ordinance met the Washington State Department of Commerce's Growth Management Act notice to state agency requirements for the proposed development regulation on March 21, 2016. As a result, the SEPA appeal period ends at 5:00 PM on March 28, 2016.

Due to the size of the document, the 2016 PROS Plan is available for review either on line (<http://www.cityofgigharbor.net/parks-recreation-and-open-space-plan/>) or in print at the Civic Center. The hard copy of the Plan is available at the Public Works Department.

FISCAL CONSIDERATION

The 2016 PROS Plan establishes proposed capital projects and their estimated expenditures. However, the Plan does not establish the revenue sources necessary to fund the capital projects. The establishment of revenue sources should be considered in the near future under a separate study.

BOARD OR COMMITTEE RECOMMENDATION

The PROS Plan was presented to the Parks Commission at a series of four meetings between October 2015 and January 2016. At their January 2016 meeting the Parks Commission provided no further comments on the final draft of the Plan. The final draft of the Plan was then presented to the Public Works Committee at their January meeting. The Public Works Committee generally supported final draft of the PROS Plan.

RECOMMENDATION/MOTION

Consider approval of the ordinance at the second reading.

ORDINANCE NO. 13xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ADOPTING THE CITY'S 2016 PARKS, RECREATION, AND OPEN SPACE PLAN; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Recreation and Conservation Office (RCO) requires communities to update their parks plans every six years to maintain eligibility for certain grant programs; and

WHEREAS, the City of Gig Harbor last adopted a Park, Recreation and Open Space (PROS) Plan in June 2010 through Ordinance No. 1191 and expires in 2016; and

WHEREAS, the City would like to remain fully eligible to compete for State grants to support parks, recreation and open space uses within the City; and

WHEREAS, the City of Gig Harbor Parks Commission discussed the proposed plan update and public involvement at four public meetings between September 2015 and January 2016; and

WHEREAS, the proposed regulations were forwarded to the Washington State Department of Commerce pursuant to RCW 36.70A.106 and no comments were provided at the end of the review period, March 21, 2016; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance for this Ordinance on January 20, 2016; and

WHEREAS, the City utilized a variety of public involvement processes to update the Plan including a public survey, multiple presentations at park commission meetings, Public Works Committee review, and a public hearing at the March 28, 2016 City Council meeting; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on March 28, 2016; Now, therefore,

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

Section 1. The City Council hereby adopts the 2016 Parks, Recreation, and Open Space Plan by reference (Exhibit "A" hereto), as if the same were fully set forth herein.

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 _____, 2016.

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:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

EXHIBIT "A"

***The City of Gig Harbor
2016 Parks, Recreation, & Open Space Plan
April 2016***

A hard copy is on file with the Gig Harbor City Clerk and the Public Works Department. The hard copy can be viewed during regular business hours at:

Gig Harbor Civic Center,
3510 Grandview Street
Gig Harbor, WA 98335

A copy of the PROS Plan can also be viewed or downloaded from the City's website located here:

<http://www.cityofgigharbor.net/parks-recreation-and-open-space-plan/>



Business of the City Council City of Gig Harbor, WA

Subject: First Reading of Ordinance to Reclassify Two Positions and Amend the Salary Schedule.

Proposed Council Action: Consider approval of the ordinance at second reading.

Dept. Origin: Administration

Prepared by: Ron Williams

For Agenda of: March 28, 2016

Exhibits Draft Ordinance and Supporting Documents

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

JG 3-22-16
Ron W 3/22/16
Via email 3-22-16
DR 3/22/16

Expenditure Required	\$ Approx. \$10,000	Amount Budgeted	\$ 0	Appropriation Required	\$ 0 (absorbed in current budget)
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INFORMATION/BACKGROUND

The Mayor and City Administrator are proposing to re-classify two employees in Administration whose jobs have evolved to become responsible for much more than their original job descriptions provided.

Our current Assistant City Clerk, Shawna Wise, is proposed to be reclassified and the position renamed to Executive Projects Manager/Assistant City Clerk. She was hired in September of 2013 as an Executive Assistant. She was promoted to Assistant City Clerk in January of 2015 but not reclassified, nor given a raise. In addition to receiving substantial training in her clerk's duties, she has also taken on the responsibilities for managing the city's website. She also recently took the lead for the city's new Open Government initiative. In addition to her Bachelor of Arts degree, Shawna will be receiving her CMC certification this fall and will start her education towards her PMP. She has further willingly accepted many varied other tasks, and has performed them all with excellence. She is not represented by the employee's guild and therefore is dependent on the Mayor and City Administrator to advocate for this change which is long overdue.

Our current Human Resources Analyst, Mary Ann McCool is proposed to be reclassified and the position renamed to Human Resources Manager. She was hired in February 2013 and immediately began managing all aspects of the City's HR program, along with several other ancillary responsibilities such as the Drug and Alcohol Program, Wellness Program, Civil Service, Commute Trip Reduction, and Title VI Program. She took over the majority of HR responsibilities previously performed by the City Administrator, thereby relieving that position of those duties. Since she started in the position, the complexity and level of responsibility of her HR duties has consistently been at the level of a program manager. She is required to maintain an HR professional certification for her position as stated in her current job description, which is typically only required for a manager-level position. Her current classification is typically used in an HR office setting with an HR Manager, where she would likely be responsible for certain elements of the HR program, not the entire program.

The proposed reclassified salary ranges are shown in the attached document.

FISCAL CONSIDERATION

Administration did not fill the previous Special Projects Assistant position in 2015, and that salary will more than cover the extra salary for these two positions for approximately 4 years.

Discussion with the City Finance Director confirms that the City budget has sufficient capacity to absorb these changes without requiring a budget funding amendment or new appropriation. An amendment to the Salary Schedule is proposed per the attached document.

RECOMMENDATION/MOTION

Consider approval of ordinance at the second reading.

EXECUTIVE PROJECTS MANAGER/ASSISTANT CITY CLERK

Nature of Work

Executive Projects Manager - Manages City Administration projects. Takes the lead in the planning, development, management, and implementation of various programs and specific special projects. Serves as the primary liaison between the City and contracted vendors associated with the projects. The primary purpose of this position is to research, propose, and upon approval, launch program initiatives, including the Open Government initiative. Provides detailed status reports to staff and Council. Ensures thorough training of staff on any new program procedures. This classification is distinguished by the degree and level of contact with vendors, City staff, public, elected officials, and community leaders.

Assistant City Clerk - This is a responsible position in the Administration Department and requires a thorough knowledge of municipal processes and procedures. Supports the Mayor, City Administrator, City Council and City Clerk. Assists the City Clerk with the City Council agenda, packets, and meetings. Work involves a variety of complex and often confidential duties with the City Administrator, Mayor, City Clerk, City Council, Human Resources, City staff, and the public.

Controls Over the Work

The incumbent in this position consistently exercises independent judgment, initiative, diplomacy and discretion.

Essential Duties and Responsibilities

Executive Projects Manager:

Has primary responsibility for managing the design, development, modification, testing, and implementation of Administration projects with City-wide impact, including the Open Government initiative.

Gathers and defines project scope and requirements; obtains staffing requirements; and forms project teams, if required.

Develops and implements methods, procedures, and quality objectives, including metrics for assessing progress of projects and monitoring status of specified scope, time, and cost of project.

Conducts project kickoff meetings; communicates individual roles and project expectations; studies and prepares a variety of reports, correspondence, policies, procedures, and other written materials.

Executive Projects Manager/Assistant City Clerk Job Description
Page 2

Serves as a liaison; develops and enhances positive, effective relationships with vendors, stakeholders, and other agencies.

Monitors project milestones and critical dates to identify changes to project schedule; identifies ways to resolve schedule issues; and keeps management current on any changes.

Makes public presentations to City Council, community groups, and business organizations.

Works with Finance Director on budget costs, tracking expenditures, and preparing vouchers.

Defines and implements Administration's and City Council's vision for assigned projects.

Develops policies and procedures for effectively maintaining the overall vision.

Manages each department's use of the program.

Manages the staff training program, ensuring all end-users have an understanding of the project.

Communicates effectively with the City Council, staff, and public and serves as the direct contact for questions, concerns, and suggestions.

Manages City website; reviews content for accuracy, acts as the City Webmaster; and works with website vendor for website upgrades and enhancements.

Assistant City Clerk:

Assists City Clerk with public record requests; gathers data for Mayor, City Administrator, and Council.

Manages the office functions and information flow of the City Administrator, Mayor and City Clerk's offices.

Acts on behalf of the City Clerk when necessary.

Prepares meeting agenda packets and minutes for Intergovernmental Affairs Committee and Boards & Commissions Candidate Review Committee.

Manages the application process for all commissioners; submits public notices, receives applications, schedules interviews, and completes council bills for appointments.

Executive Projects Manager/Assistant City Clerk Job Description
Page 3

Develops policies, rules, and procedures for the effective operation of the Administration department.

Serves as the WellCity Standards Coordinator for the City Wellness Program; completes and submits the annual WellCity application to AWC.

Coordinates special events for dignitaries with state and federal lobbyists. Maintains awareness of local, state, and national governmental/legislative affairs.

Manages the facility use program; processes requests for rental of City facilities. Tracks budget expenditures for Administration and City Council budgets. Tracks use and prepares vouchers.

Provides information to outside agencies and interprets and explains City regulations, guidelines, policies, programs, requirements, and procedures. Manages Special Event Licensing; ensures proper documentation for Risk Management.

Organizes and coordinates conferences, retreats, community meetings, and activities for the City Council, Mayor, and City Administrator. Serves as liaison with community groups.

Composes and edits correspondence and communications materials for the Mayor, City Council, and City Administrator. Processes and responds as appropriate to correspondence and requests from other agencies and the general public.

Finalizes business licenses; processes annual fireworks stand licensing applications.

Knowledge, Skills, and Abilities

Knowledge of public administration practices and local government issues.

Knowledge of project management principles, practices, techniques, and methodologies.

Knowledge of presentation requirements and methods.

Knowledge of research techniques, methods, and procedures.

Knowledge of proper English language usage, spelling, grammar, punctuation, and skill in proofing/editing.

Executive Projects Manager/Assistant City Clerk Job Description
Page 4

Skill in utilizing personal computers and associated software applications in the completion of assignments.

Skill in document design and business letter writing and composition; computers; office software applications and general office equipment.

Ability to prepare clear and concise reports.

Ability to coordinate and review the work of professional, technical, and clerical personnel.

Ability to understand assigned departments' operations, services, and activities.

Ability to interpret, explain and apply City and department policies and procedures.

Ability to communicate effectively, both verbally and in writing.

Ability to remain calm and professional under pressure.

Ability to maintain confidential data and information.

Ability to establish and maintain effective working relationships with those contacted in the course of work including City officials and the general public.

Ability to perform all the physical, intellectual, and analytical requirements of the position, including decision making.

Physical Demands and Work Environment

Work is performed primarily in an office environment or conference room setting requiring the use of a computer and sitting for long periods. Walking, sitting, standing, bending and reaching is required. Some local traveling may be required. Exposure to adverse weather conditions is minimal.

Qualifications Required

Bachelor's degree from an accredited college or university and four years of progressively responsible experience in public administration or management, involving developing and managing complex projects requiring the use of effective analytical and organizational skills. Desired: Public sector experience and certification as a Project Management Professional (PMP).

HUMAN RESOURCES

PERSONNEL ANALYST

Job Code 595

Journey-level professional responsibilities in areas such as recruitment/selection, classification, labor relations, training, or benefits administration. Administers programs, procedures, and plans used to implement human resources policies. Provides guidance to management and employees on various human resources issues requiring knowledge of personnel laws and procedures. Performs detailed research and statistical analysis. May serve as civil service examiner, ADA coordinator, or coordinator of wellness or safety programs. Typically requires a four year degree and two years' experience.

Guide for Matching:

1. Typically reports to the human resources director.
 2. Excludes assistants whose work is mostly clerical in nature.
- The more appropriate classification, based on the AWC salary survey information and the duties that Mary Ann performs is HR Director (Manager):

HUMAN RESOURCES DIRECTOR

Job Code 660

Plans, organizes, directs and controls the functions of a human resources department. Develops and implements policies, procedures and practices for a range of personnel functions, including staffing, training and development, workplace safety, wage/salary and benefits administration, equal employment opportunity, labor relations, and employee services. May be responsible for civil service activities. Typically requires a minimum of a four year degree and 5-8 years' experience, including some management experience.

Guide for Matching: Typically reports to the chief administrative officer or board of county commissioners.

HUMAN RESOURCES MANAGER (DRAFT)

Nature of Work

This is an administrative position responsible for management of the City's human resource program, to include, but not limited to, employee relations, labor relations, contract administration, employee benefits, classification and compensation; recruitment and selection; retention and succession planning; safety and accident prevention; worker's compensation, employee wellness, and the City's drug and alcohol program. The employee in this position performs professional and technical work in the field of public human resources administration and provides support for all human resources functions. The incumbent must be diplomatic, emotionally intelligent, possess excellent customer service and communication skills, collaborate effectively with staff, elected officials, and stakeholders at all levels of the organization in the consideration of significant human resources goals, concepts, initiatives, and other human resources activities that affect the City and its employees.

Controls Over the Work

Under the general direction of the City Administrator, work is performed with limited supervision. The position requires a high degree of independent judgment, initiative, and direction within the scope of federal, state, and municipal laws, rules, and regulations. Work requires the application of sound judgment and involves performance of complex tasks. The employee establishes methods and procedures for attaining specific goals and objectives, and receives guidance in terms of broad goals. Only the final results of work are typically reviewed. Must be able to establish and maintain effective working relationships with City staff, elected officials, stakeholders, and the general public.

Essential Duties and Responsibilities

Manages the human resource function for the City to achieve HR goals within available resources; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates HR activities with other departments and agencies as needed.

Provides professional advice to City officials; makes presentations to councils, boards, commissions, civic groups, and/or the general public. Communicates official plans, policies, and procedures to staff and the general public.

Interprets legal requirements and develops, analyzes, and revises policies and procedures as necessary and in compliance with federal, state, and municipal employment law.

Human Resource Manager Job Description
Page 2

Manages the staffing function of the City by recruiting, testing and pre-screening applicants; participates in and/or coordinates interviewing process; coordinates with departmental managers to determine staffing needs; recommends and develops selection standards and employment procedures, and assures consistent application processes; completes confidential background and reference checks on prospective employees; makes recommendations on staffing and classification issues and reviews all new budget requests; ensures compliance with employment laws, and updates the selection process as needed.

Provides orientation, training and background materials for new employees; conducts employee orientation, provides overview of benefit package. May conduct exit interviews as appropriate.

Assists with the development and administration of benefit plans, programs, and procedures which include medical/dental/vision insurance, life insurance, public employees' retirement system (PERS), long term disability, EAP, and other benefit plans. Serves as the HR liaison to the Association of Washington Cities' (AWC) benefits section regarding communication about plan changes and/or implementation of benefits programs. Reviews and provides decisions on benefit matters not specifically covered by bargaining unit contracts or policy and procedures.

Provides HR support and expertise in labor relations, including negotiations, interpretation, and administration of collective bargaining agreements. Researches, analyzes, and prepares data, recommendations, and presentations for labor negotiations, grievance procedures, and mediation/arbitration cases. Assists employment counsel during negotiation process. Drafts labor contract changes, MOU's, and related documentation; assists in contract interpretation and compliance for the City. Works with guild leadership and management in resolving grievances and other joint guild/management issues.

Advises managerial and supervisory staff, Mayor, and City Administrator on personnel matters. Consults with department managers to prepare action plans to resolve employee problems, acts as mediator in conflict situations, and participates in counseling and disciplinary hearings as needed. Assures that disciplinary or other corrective actions involving employee are fair, equitable, consistent, and handled in a timely manner.

Serves as a resource for all staff by disseminating personnel-related information, interpreting and responding to inquiries regarding administration of personnel rules and regulations, terms of bargaining agreements, and personnel policies and procedures.

Advises management on compensation questions, internal pay equity concerns, and market-rate competitiveness. Assists directors and managers in developing and writing new or revised job descriptions and recommending appropriate salary ranges. Conducts job analysis and recommends appropriate salary range. Maintains classification plan and recommends salary adjustments from the annual salary survey data. Makes recommendations to City Administrator on various pay decisions, such as retroactive increases, acting pay, and other out of the ordinary pay decisions.

Monitors and assures accurate records for timely implementation of appropriate employee performance increases, verifying accuracy of data submitted by department heads for approval; monitors and revises performance evaluation system as appropriate.

Assists in the planning, development, coordination, and presentation of training and development activities, both for required training and developmental training needs. Defines objectives, designs curricula, and implements delivery method and style.

Recommends updates and revisions to the City's personnel rules and regulations for City Council approval; develops and revises administrative policies and procedures related to human resources management.

Prepares recommendations for department budget based on staffing and resource requirements, services to other departments and department objectives and priorities; manages assigned operations to achieve established work plan within budgeted funds and with available personnel.

Serves as the Secretary/Chief Examiner for the City's Civil Service Commission. Schedules commission meetings, prepares agendas and minutes; coordinates promotional testing; publishes certified lists of names from promotional testing and for lateral entry and/or entry level police officer testing results. Updates Civil Service Rules to reflect amendments approved by the Commission.

Represents City in administrative hearings such as unemployment, industrial insurance, and human rights. Investigates claims and prepares responses on behalf of the City.

Coordinates the City's Employee Wellness Committee. Works with Assistant City Clerk to ensure standards are met each year to maintain City's Well City designation and 2% discount on medical premiums. Chairs the monthly meetings for the Wellness Committee, preparing agendas and meeting notes. Coordinates the spring and fall AWC health promotions each year and the bi-annual health screenings.

Human Resource Manager Job Description

Page 4

Manages accident prevention plan and process for handling industrial injuries; coordinates with AWC Retro team to manage worker's compensation claims, and participates in the Washington State Labor and Industries' Stay at Work Program, which results in partial reimbursement of injured workers' wages to the City. Collaborates with risk manager regarding the safety program for the City. Coordinates the occupational hearing conservation program and respirator program for all affected employees.

Serves as the Designated Employer Representative (DER) for the City's random drug and alcohol testing program. Ensures safety-sensitive employees receive training on the requirements of the testing program. Ensures supervisors of safety-sensitive employees receive required training as mandated by the DOT.

Serves as the City's Commute Trip Reduction (CTR) Coordinator. Prepares and submits quarterly and annual reports to Pierce Trips, ensuring compliance with CTR program guidelines. Promotes alternative commute options to City employees.

Supervises the work of subordinates, checking progress and completed work; implements ways to improve efficiency.

Maintains required professional certification by attending annual HR training and conferences to obtain and implement information regarding current personnel legislation and practices.

Conducts special studies and research projects as assigned.

Knowledge, Skills, and Abilities:

Thorough knowledge of principles and practices of public human resources administration and issues.

Considerable knowledge of effective personnel policies, rules and procedures.

Knowledge of principles and concepts of job evaluation systems, salary administration practices, and related issues.

Knowledge of current laws and regulations pertaining to affirmative action, employee benefits, and personnel administration.

Knowledge of recruitment and selection, employee discipline and termination procedures, and administrative support requirements.

Knowledge of labor relations and collective bargaining.

Knowledge of office procedures and techniques.

Knowledge of safety and industrial insurance laws and application.

Ability to interpret and administer City personnel policies and procedures, and negotiated agreements.

Ability to plan, assign and evaluate the work of subordinate staff.

Ability to effectively resolve or facilitate the resolution of conflicts, fostering compromise and cooperation among conflicting groups.

Ability to communicate effectively both orally and in writing.

Ability to establish and maintain effective working relationships with other employees, elected officials, agencies, and the general public.

Physical Demands and Work Environment

Work is performed primarily in an office environment or conference room setting requiring the use of a computer and sitting for long periods. Walking, sitting, standing, bending and reaching is required. Some local traveling may be required. Exposure to adverse weather conditions is minimal.

Qualifications Required

Bachelor's degree in personnel, business, public administration, or related field, and five years of progressively responsible professional experience in human resources, preferably in the public sector; or any combination of education and experience that would provide the applicant with the desired skills, knowledge, and ability required to perform the job.

Certification as Professional in Human Resources (PHR, SPHR) is required.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO PERSONNEL; RECLASSIFYING TWO EXEMPT
POSITIONS WITHIN THE ADMINISTRATION DEPARTMENT;
AMENDING THE SALARY SCHEDULE; PROVIDING FOR
SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Assistant City Clerk position currently includes duties of Executive Projects Manager and the Mayor and City Administrator are requesting reclassification of the position for consistency with job responsibilities; and

WHEREAS, the Human Resource Analyst position includes duties that are consistent with a human resources manager role and the Mayor and City Administrator are requesting reclassification of the position to Human Resource Manager for consistency with job responsibilities; and

WHEREAS, the City Council, after briefing by the Mayor and City Administrator, desires to approve these two reclassifications for consistency with the actual work being performed by each employee

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

Section 1. Reclassification. The Gig Harbor City Council finds that it is in the best interests of the City to reclassify the Assistant City Clerk position to Executive Projects Manager/ Assistant City Clerk and the Human Resource Analyst position to Human Resource Manager, and hereby approves the reclassifications.

Section 2. Salary Schedule. The Salary Schedule for 2015-16 adopted under Ordinance No. 1329 is hereby amended and replaced by the Salary Schedule attached hereto as Attachment A and incorporated herein by this reference.

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

Section 4. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 11th day of April, 2016.

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:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

ATTACHMENT A

POSITION	2016 RANGE	
	Minimum	Maximum
City Administrator	10,312	12,890
Chief of Police	8,995	11,243
Public Works Director	8,405	10,507
Finance Director	8,320	10,399
Police Lieutenant	7,544	9,430
City Engineer	7,314	9,142
Information Systems Manager	7,314	9,142
Planning Director	7,314	9,142
Building & Fire Safety Director	7,255	9,069
Senior Engineer	6,841	8,551
Police Sergeant	7,181	8,218
City Clerk	6,576	8,220
Tourism & Communications Director	6,562	8,203
Public Works Superintendent	6,478	8,098
Wastewater Treatment Plant Supervisor	6,478	8,098
Senior Accountant	6,311	7,889
Senior Planner	6,307	7,883
Parks Project Administrator	6,289	7,862
Court Administrator	6,186	7,733
Human Resource Manager	6,186	7,733
Associate Engineer/Project Engineer	6,016	7,521
Executive Projects Manager/Assistant City Clerk	6,016	7,521
Assistant Building Official/Fire Marshall	5,950	7,437
Field Supervisor	5,576	6,969
Construction Supervisor	5,576	6,969
Police Officer	5,227	6,534
Senior WWTP Operator	5,250	6,563
Payroll/Benefits Administrator	5,057	6,321
Human Resource Analyst	5,052	6,315
Associate Planner	5,047	6,309
Construction Inspector	4,923	6,154
Planning / Building Inspector	4,923	6,154
Wastewater Treatment Plant Operator	4,697	5,871
Engineering Technician	4,658	5,821
Mechanic	4,597	5,746
Information Systems Assistant	4,558	5,697
Assistant City Clerk	4,520	5,650
Executive Assistant	4,520	5,650
WWTP Collection System Tech II	4,393	5,491
Maintenance Technician	3,529	5,491
Assistant Planner	4,379	5,474
Permit Coordinator	4,379	5,474
Community Service Officer	4,340	5,426
Building Assistant	4,152	5,190
Planning Assistant	4,152	5,190
Public Works Assistant	4,152	5,190
Finance Technician	4,116	5,145
Utility Billing Technician	4,116	5,145
Administrative Assistant	3,974	4,968
Lead Court Clerk	3,973	4,967
Police Services Specialist	3,591	4,489
Court Clerk	3,543	4,428
Custodian	3,529	4,412
Public Works Clerk	3,527	4,409
Planning/Building Clerk	3,527	4,409



Business of the City Council City of Gig Harbor, WA

Subject: Donkey Creek Park Tree Cutting Project – Small Public Works Contract

Dept. Origin: Public Works/Engineering

Proposed Council Action:

Approve a Small Public Works Contract with Ron's Stump Removal & Tree Service, LLC in the amount of \$9,819.25, and authorize the Public Works Superintendent to approve additional expenditures up to \$900.00 for contract change orders.

Prepared by: Marcos McGraw *mm*
Project Engineer

For Agenda of: March 28, 2015

Exhibits: Small Public Works Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Director:

Approved by City Engineer:

Initial & Date

JG 3-23-16
fw 3-23-16
via email 3/21/16
[Signature] 3/23/16
[Signature] 3/23/16
[Signature] 3-23-16

Expenditure Required	\$10,719.25	Amount Budgeted	<i>See Fiscal Consideration Below</i>	Appropriation Required	\$0
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INFORMATION/BACKGROUND

This contract provides for the removal and disposal of ten distressed alder trees along the banks of Donkey Creek within the public park as well as two fir trees and a maple tree located on the north embankment of Austin Street.

BID RESULTS

In accordance with the City's Small Works Roster Process (Resolution No. 884), staff solicited quotes from landscape improvement contractors on the Small Works Roster and obtained the following quotes to complete the scope of work. The Engineer's Opinion of Probable Cost is \$41,870.15. The City received four (4) quotes on March 15, 2016. Bid results from each bidder are summarized below showing the total bid amounts including Washington State sales tax (WSST).

No.	BIDDER	TOTAL BID AMOUNT
1	Ron's Stump Removal & Tree Service	\$ 9,819.25
2	D&R Excavating	\$ 16,709.00
3	Woodland Industries	\$ 21,157.50
4	Hansens Harbor Tree Service	\$ 33,635.00

FISCAL CONSIDERATION

This project was unbudgeted for the 2015-2016 biennial budget. However, due to the priority of the work, Public Works Staff recommends proceeding with the work as proposed in the small public works contract. Sufficient funds existing in the ending fund balance for Parks Operating will fund this work.

Budgeted Local Funds	\$ 0
Anticipated Construction Expenses:	
Donkey Creek Tree Cutting	\$ 9,819.25
Change Order Authority for Public Works Contract	\$ 900.00
Total Anticipated Expenses:	\$ 10,719.25

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve a Small Public Works Contract with Ron's Stump Removal & Tree Service, LLC in the amount of \$9,819.25, and authorize the Public Works Superintendent to approve additional expenditures up to \$900.00 for contract change orders.

**CITY OF GIG HARBOR
SMALL PUBLIC WORKS CONTRACT**

THIS CONTRACT is made and entered into this _____ day of _____, 20____, by and between the City of Gig Harbor, Washington (the "City"), and Ron's Stump Removal & Tree Service, LLC, a Washington Limited Liability Company (the "Contractor").

FOR AND IN CONSIDERATION of the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope of Work.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, etc. necessary to perform and complete in a workmanlike manner the work set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

2. Time of Performance and Completion.

The work to be performed under this Contract shall commence as soon as the Contractor has received a Notice to Proceed from the City and in accordance with the schedule set forth in the Scope of Work.

3. Payments.

The Contractor agrees to perform all work called for at the rate of Nine Thousand Eight Hundred Nineteen Dollars and Twenty-Five Cents (\$9,819.25), plus applicable Washington State Sales Tax. Said sum shall constitute full compensation for all labor, materials, tools, appliances, etc. required to perform the required services. Total compensation shall not exceed Nine Thousand Eight Hundred Nineteen Dollars and Twenty-Five Cents (\$9,819.25).

4. Retainage.

[This section intentionally left blank.]

5. Performance and Payment Bond - 50% Letter.

[This section intentionally left blank.]

6. Warranty/Maintenance Bond.

[This section intentionally left blank.]

7. Indemnity.

A. The Contractor 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 attorney's fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 Contractor and the City, its officers, officials, employees or volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

C. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance.

A. The Contractor shall secure and maintain in force throughout the duration of this Contract, business auto coverage for any auto no less than a \$1,000,000 each accident limit.

B. The Contractor shall secure and maintain in force throughout the duration of this Contract, comprehensive general liability insurance with a minimum coverage of not less than a limit of \$1,000,000 per occurrence, \$2,000,000 annual aggregate for bodily injury, including death, and property damage. The insurance will be written on an occurrence basis, by an 'A' rated company licensed to conduct business in the State of Washington. The general liability policy shall name the City as an additional insured and shall include a provision prohibiting cancellation, changes and reductions of coverage under said policy except upon thirty (30) days prior written notice to the City. Certificates of coverage as required by this Section shall be delivered to the City with the signed Contract. Under this Agreement, the Contractor'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 commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

C. The Contractor 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 Contractor's coverage.

D. In addition, the Contractor shall secure and maintain workers' compensation insurance pursuant to the laws of the State of Washington.

9. Prevailing Wage.

A. The prevailing rate of wage to be paid to all workmen, laborers, or mechanics employed in the performance of any part of this Contract shall be in accordance with the provisions of Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries. The rules and regulations of the Department of Labor and Industries and the schedule of prevailing wage rates for the locality or localities where this Contract will be performed as determined by the Industrial Statistician of the Department of Labor and Industries, are attached hereto and by reference made a part of this Contract as though fully set forth herein.

B. On or before the date of commencement of the work, the Contractor shall file a statement under oath with the City and with the Director of Labor and Industries certifying the rate of hourly wage paid and to be paid each classification of laborers, workmen, or mechanics employed upon the work by the Contractor or any Subcontractor, which shall not be less than the prevailing rate of wage. Such statement and any subsequent statement shall be filed in accordance with the practices and procedures required by the Department of Labor and Industries.

10. Termination.

A. Termination for Contractor's Default. If the Contractor refuses or fails to make adequate progress of the work, or to prosecute the work or any separable part thereof with such diligence that will insure its completion within the time specified in this Contract, or defaults under any provision or breaches any provision of this Contract, the City may serve notice upon the Contractor and its surety of the City's intention to terminate by default the right of the Contractor to perform the Contract, and unless within ten (10) days after the serving of such notice, the Contractor shall satisfactorily arrange to cure its failure to perform and notify the City of the corrections to be made, the right of the Contractor to proceed with the work shall terminate. In the event of any such termination, the City shall serve notice thereof upon the Surety and the Contractor, provided, however, that if the Surety does not commence performance thereof within twenty (20) days from the date of the mailing to such Surety of the notice of termination, the City may take over the work and prosecute the same to completion by Contract or otherwise for the account and at the expense of the Contractor. In the case of termination for default, the Contractor shall not be entitled to receive any further payment until the work is finished.

B. Termination by City for Convenience. The performance of work under this Contract may be terminated by the City in accordance with this paragraph in whole or in part, whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance or work under the Contract is terminated, and the date upon which such termination becomes effective. The Contractor shall stop work on the project upon the date set forth in the Notice of Termination and shall take such actions as may be necessary, or as the City may direct, for the protection and preservation of the work. After receipt of a Notice of Termination, the Contractor shall submit to the City its termination claim, in the form and with the certification prescribed by the City. Such claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination. Upon approval by the City, the termination claim shall be paid.

C. Termination by Contractor. If the work should be stopped under an order of any court, or other public authority, for a period of thirty (30) days, through no act or fault of the Contractor or of anyone employed by him, then the Contractor may, upon seven (7) days written notice to the City, terminate this Contract and recover from the City payment for all work executed and any proven loss sustained. Should the City fail to pay to the Contractor, within the payment period provided for in this Contract, any sum due and owing, then the Contractor may, upon seven (7) days written notice to the City, stop the work or terminate this Contract.

11. Compliance with Laws. The Contractor shall at all times comply with all applicable state and local laws, rules, ordinances and regulations.

12. Nondiscrimination. Except to the extent permitted by a bona fide occupational qualification, the Contractor agrees that the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

13. Independent Contractor. No agent, employee or representative of the Contractor shall be deemed to be an agent, employee or representative of the City for any purpose. Contractor shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this contract.

14. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be or shall be deemed to be the employee, agent, representative or

subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs

15. Legal Action. In the event that either party shall bring suit to enforce any provision of this Contract or to seek redress for any breach, the prevailing party in such suit shall be entitled to recover its costs, including reasonable attorneys' fees.

16. Entire Agreement. This Contract, together with all attachments, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations and agreements, whether written or oral. This Contract may be amended only by written change order, properly signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first written above.

CITY OF GIG HARBOR

CONTRACTOR

MAYOR JILL GUERNSEY
Date: _____

By: _____
Title: _____
Date: _____

ATTEST/AUTHENTICATED:

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
Office of the City Attorney

EXHIBIT A – SCOPE OF WORK

Summary

Donkey Creek Park is located in the City of Gig Harbor at the intersection of Harborview Drive and North Harborview Drive. A creek known locally as "Donkey Creek" flows along the north side of the park. Ten distressed alder trees along the banks of the creek shall be felled, and the wood debris left in place above the high water mark. Also, two fir trees and a maple tree on the north embankment of Austin Street shall be felled and all debris disposed offsite.

Any damage to park trails, utilities, infrastructure or structures shall be repaired by the contractor to the satisfaction of the City and at no additional cost to the City.

Specifications

Project Schedule

1. The Contractor shall complete all physical Contract Work within 10 "working days" specified herein or as extended by the City; and
2. Every day will be counted as a "working day" unless it is a nonworking day or an Engineer determined unworkable day. A nonworking day is defined as a Saturday, a Sunday, or a holiday; and
3. Recognized holidays during the anticipated duration of the project are: the third Monday of February, Memorial Day, July 4; and
4. An unworkable day is defined as a day the City declares to be unworkable because of weather or conditions beyond the contractor's control that prevents satisfactory and timely performance of the Work.

Felling and hauling Equipment:

Vehicular access to the site is from Austin Street, which runs along the north side of the park. All equipment and tools shall be in good working order. Personnel with experience described in the Invitation to Bidders shall be on site every day work is performed. All tools and equipment required for felling are to be considered incidental to the associated work, available to the project as needed, and delivered to the site as a function of job mobilization.

Site Preparation

1. Temporary Traffic Control:
 - a. Austin Street may be closed between the hours of 8:00am to 2:00pm Monday through Thursday, and
 - b. Closure of Austin Street and the associated detour shall not occur on a holiday, the day before a holiday or the day after a holiday, and
 - c. Contractor shall place temporary traffic control devices as shown on the plans or propose a plan that shall be prepared by a licensed engineer or a certified traffic control supervisor; and
 - d. All temporary traffic control devices shall comply with the current Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD); and
 - e. A Traffic Control Supervisor (TCS) shall be on site to monitor the street closure and manage traffic control labor at all times; and
 - f. The TCS shall submit a report using WSDOT form 421-040A/B each day traffic

- control is used ; and
 - g. Contractor shall temporarily close all public access into the work areas by placing orange construction fencing (min. 15mil) and "park closed" signs. This closure shall be in place prior to mobilization and remain throughout the work processes until demobilization and cleanup is complete; and
 - h. Public access to restroom and lawn area shall remain open; and
2. Place all temporary erosion control BMP's prior to commencing work; and
 3. Install temporary driving surfaces and working surfaces where deemed necessary.

Site Clearing and Development

Clearing of the site is limited to the trees identified in this contract and using the following methods in the order shown:

1. Site mobilization:
 - a. The contractor shall submit a traffic control plan showing devices proposed for park closure; and
 - b. Site access is limited to existing access points for vehicles.
2. Pre-development inspection:
 - a. The Contractor shall conduct a pre-development inspection of the park to identify each tree included in the contract; and
 - b. The Contractor shall note the condition of all paths, structures and amenities throughout the park, including but not limited to, the viewing platform, fish egg incubators with associated aqueduct, the fence adjacent to Austin Street and the trails.
3. Tree cutting:
 - a. The Contractor shall comply with all national and local safety regulations related to the work described; and
 - b. The Contractor shall fall each tree identified on the plans in a direction away from streets, parking areas and all structures; and
 - c. The stump of each tree felled shall remain in place; and
 - d. Contractor shall comply with all state and local environmental permits to ensure that no debris, oils or other deleterious materials enter the protected Donkey Creek stream, and
 - e. Contractor shall protect plants in mitigation planting areas identified on the plans.
4. Removal of debris:
 - a. The Contractor shall maintain all public access areas clean and free of all wood debris; and
 - b. All logs and branches from the felled alder trees shall remain on site, and be left where fallen or securely placed above the high water line, and
 - c. All logs and branches from the felled fir trees and maple tree shall be hauled away and disposed offsite, and
5. Post-development inspection:
 - a. The Contractor shall conduct a post-development inspection of the park; and
 - b. The Contractor shall remove all tools, equipment and debris associated with the work.

Site Cleanup and Restoration

1. Remove temporary security fencing.
2. Restore the site to the original condition by repairing driving surfaces, removing temporary surfaces, and repairing grass landscaping surfaces.
3. Coordinate with the City for final acceptance inspection.

BID PROPOSAL

A. Acknowledgement

The undersigned bidder declares they have read the Contract, understands the conditions of the Contract, has examined the site, and has determined for itself all situations affecting the work herein bid upon.

Further, the bidder proposes and agrees, if this proposal is accepted, to provide at bidder's own expense, all labor, machinery, tools, materials, etc. including all work incidental to, or described or implied as incidental to such items, according to the Contract, and that the bidder will complete the work within the time stated, and further, the bidder will accept in full payment for the unit price(s) indicated for the Work as set forth in the Contract.

The work under this Contract shall be fully completed within the times specified in the Contract.

Any bid proposal with an incomplete unit price shall be considered non-responsive.

B. Bid Schedule

Show unit prices in figures only.

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
1	Donkey Creek Park Tree Cutting	1	L.S.	\$ 7500. ⁰⁰	\$ 7580. ⁰⁰
2	Project Temporary Traffic Control	1	LS	\$ 1470. ⁰⁰	\$ 1470. ⁰⁰
SALES TAX @ 8.5 %					\$ 769.25
BID TOTAL					\$ 9819.25

C. Measurement and Payment

The Contractor shall provide all labor, materials, tools, equipment, transportation, supplies, and incidentals required to complete all Work for the items included in the Proposal.

1. "Donkey Creek Park Tree Cutting" The lump sum price shall be full pay for all work as specified. No additional payment will be made unless specifically authorized by the City in writing. It shall include all fees incidental to the described work. It shall include all costs associated with providing all labor and furnishing and operating all equipment and tools necessary to perform the work described in this contract. Site preparation, traffic control, gaining access to the park, setup and removal of all equipment and restoration of the site disturbed by the Contractor's means and methods will be considered incidental to this item.

The Contractor shall be responsible for proper maintenance of the site and periodic removal of all wastes. Upon completion, the Contractor shall remove all equipment, extra materials, and wastes, and restore the site to its original condition as directed by the City.

2. "Project Temporary Traffic Control" The lump sum price shall be full pay for all work as specified. No additional payment will be made unless specifically authorized by the City in writing. It shall include all fees incidental to the described work. It shall include all costs associated with providing all labor, furnishing traffic control devices, setting up traffic control as designed, operating all equipment and tools, and any other costs to perform the work as described in this contract. Costs for a contractor proposed temporary traffic control plan will be incidental to this item.

D. Bid Proposal Signature:

Bidder Signature: Brice Dorian

Printed Bidder Name: Brice Dorian

Company Name: Ron's Stump Removal & Tree Service, LLC.

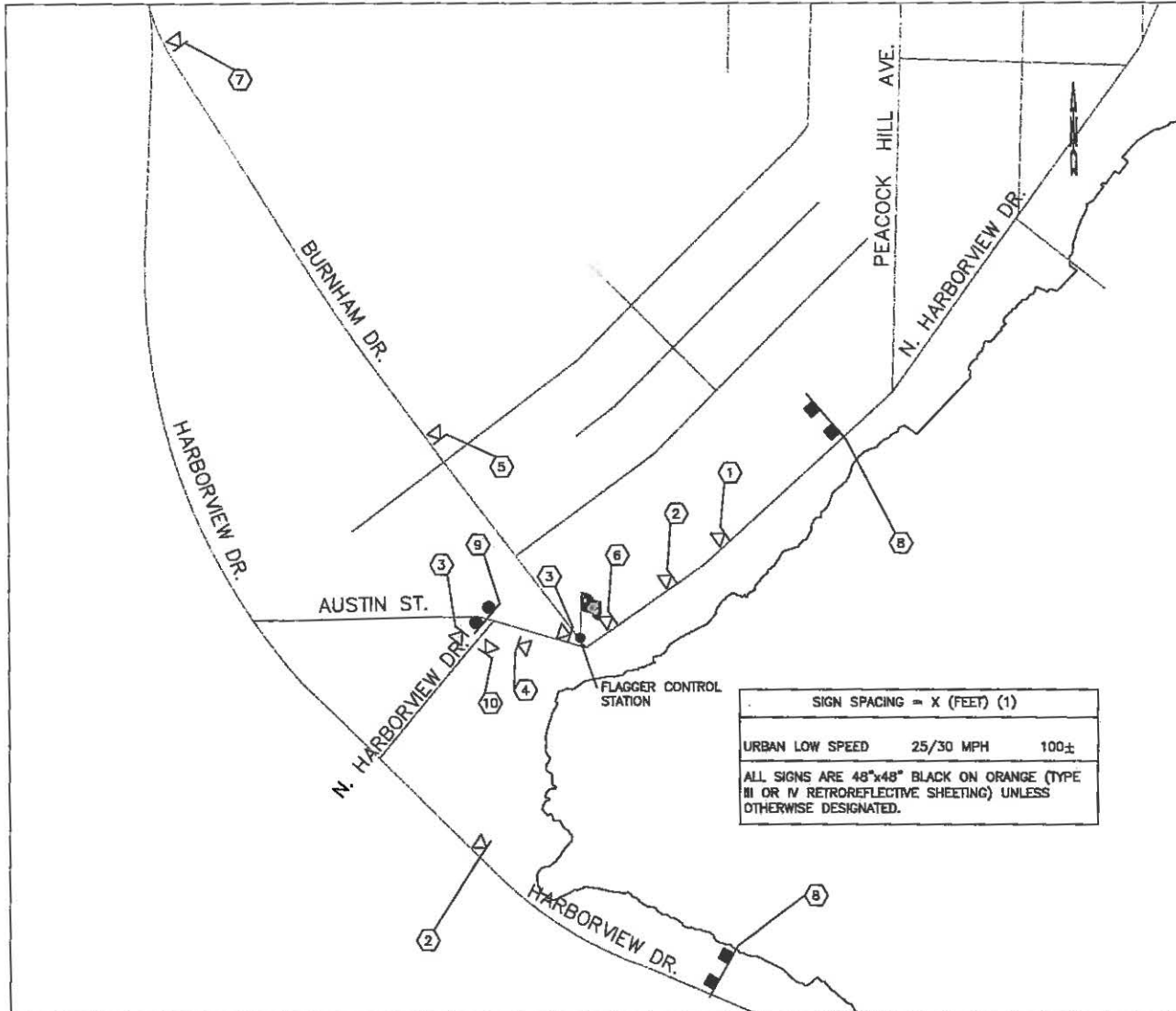
Mailing Address: P.O. Box 595 Tenino WA 98589

Phone: 1-800-813-2682

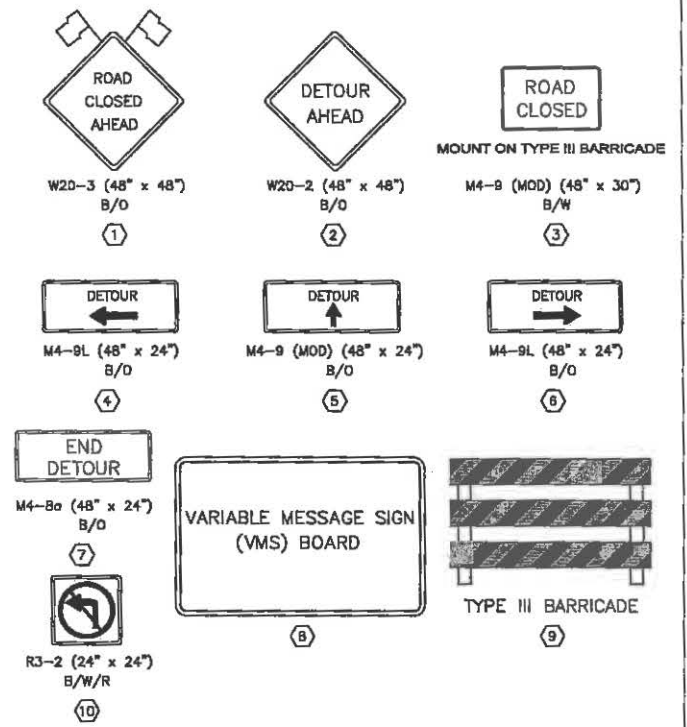
Fax: (360) 264-6200

Email: Stumper86@AOL.COM

*** END OF EXHIBIT A ***



SIGN SPACING = X (FEET) (1)		
URBAN LOW SPEED	25/30 MPH	100±
ALL SIGNS ARE 48"x48" BLACK ON ORANGE (TYPE III OR IV RETROREFLECTIVE SHEETING) UNLESS OTHERWISE DESIGNATED.		



GENERAL NOTES

1. ALL CONFLICTING SIGNS SHALL BE COVERED.
2. SEE WSDOT STD. PLAN K-80.10-00 FOR CLASS A SIGN INSTALLATION.
3. SIGN LOCATIONS SHOWN ARE APPROXIMATE AND MAY BE ADJUSTED TO FIELD LOCATIONS. FINAL LOCATIONS TO BE VERIFIED BY ENGINEER PRIOR TO INSTALLATION.
4. ROADWAY CLOSURE SIGNS TO BE INSTALLED AT TIME OF ROADWAY SECTION CLOSURE.
5. CONTRACTOR SHALL RELOCATE SIGNS AS WORK ACTIVITIES REQUIRE.
6. VMS BOARDS TO BE PROVIDED BY CITY.

LEGEND

- TEMPORARY SIGN LOCATION
- VMS BOARD
- TYPE III BARRICADE
- FLAGGING STATION

REVISIONS	

GIG HARBOR
"THE MARITIME CITY"

PUBLIC WORKS DEPARTMENT
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-8170
www.cityofgigharbor.net

DESIGNED BY:	MRM
DRAWN BY:	ADL
CHECKED BY:	STM
APPROVED BY:	STM
SCALE:	N.T.S
OTHER:	---

**DONKEY CREEK PARK
TREE CUTTING
PROJECT**

80% DESIGN
TRAFFIC CONTROL PLAN

JOB NO.	CPP-1807
DRAWING NO.	TC-01
SHEET OF	6 6

