

City Council Meeting

**June 13, 2016
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, June 13, 2016 – 5:30 p.m.**

CALL TO ORDER / ROLL CALL:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of City Council Minutes May 23, 2016.
2. Liquor License Action: a) Application: Hop Jack's Restaurant; b) Renewals: The Keeping Room, Kinza Teriyaki, Spiro's Bella Notte', Cutters Point Coffee, and Applebees.
3. Receive and file: a) Parks Commission Minutes Apr. 6, 2016 and May 16, 2016; b) Design Review Board Minutes Apr. 28, 2016; c) Planning Commission Minutes May 19, 2016.
4. Minimum Driving Requirements Policy.
5. Chamber of Commerce Video Contract.
6. Approval of Payroll for the month of May: Checks #7673 through #7682 and direct deposits in the amount of \$399,657.90.
7. Approval of Payment of Bills June 13, 2016: Checks #81374 through #81523 in the amount of \$924,646.01.

PRESENTATIONS:

1. Swearing in of Chief for a Day – Violet Sparato.
2. USGS Groundwater Model Presentation – Lonna Frans.

OLD BUSINESS: None scheduled.

EXECUTIVE SESSION: For twenty minutes for the purpose of discussing labor negotiations per RCW 42.30.140(4).

NEW BUSINESS:

1. Gig Harbor Police Department Labor Contract.
2. Proposed Country Squire Condos Annexation (PL-ANX-16-0001).
3. Street Trees Design Standards – Professional Services Agreement.
4. Harborview Drive Sidewalk Improvement Project – Construction Contract Award.
5. Salary Commission Report and Recommendation.
6. Public Hearing, First Reading, and Adoption of Ordinance No. 1338 – State Building Code Adoption.

CITY ADMINISTRATOR / STAFF REPORT:

1. Ancich Waterfront Park Update – Katrina Knutson.
2. Jerisich Dock Moorage Update – Jeff Langhelm

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Finance / Safety Committee: Mon. Jun 20th at 4:00 p.m.
2. Civic Center closed for July 4th Holiday.
3. Planning/Building Committee: Tue. Jul 5th at 5:30 p.m.

ADJOURN TO WORKSTUDY SESSION: Preliminary Budget – Public Works.

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 FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, May 23, 2016 – 5:30 p.m.**

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: a) May 9, 2016; b) Special City Council Meeting Minutes May 4, 2016.
2. Correspondence / Proclamations: a) FISH Food Bank – Recognition of Volunteers.
3. Liquor License Action: a) Renewals: Target, Puerto Vallarta, Round Table Pizza, Taste of Peru, 76 Station, and Julep Nail Parlor; b) Special Occasion Liquor License – St. Nicholas School.
4. Receive and File: a) Parks Commission Minutes Feb. 3, 2016; b) Public Works Committee Minutes Apr. 11, 2016; c) Planning Commission Minutes Apr. 7, 2016; d) Employee Safety Committee Minutes May 4, 2016; e) Finance / Safety Committee Meeting Minutes Mar. 21, 2016.
5. Harbor Hill Drive Extension Design – Professional Services Contract Amendment / David Evans & Associates, Inc.
6. Ancich Waterfront Park – Legal Descriptions and Exhibits for Boundary Line Adjustment Application.
7. Second Reading of Ordinance No. 1336 – Establishing New Franchise Agreement – Astound Broadband.
8. Second Reading of Ordinance No. 1337 – Extension of an Existing Franchise Agreement – CenturyLink.
9. Impact Fee Deferral – Professional Services Contract / Transportation Systems, Inc.
10. Low Impact Development (LID) Gap Analysis – Professional Services Contract Amendment / AHBL.
11. Well No. 11 Final Design – Amendment No. 3 to Professional Services Contract with Carollo Engineers, Inc.
12. Approval of Payment of Bills May 25, 2016: Checks #81265 through #81373 in the amount of \$886,181.01.

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

PRESENTATIONS:

1. Recognition of State Legislators – Securing 2.5M deferral for tolls on The Narrows Bridge.
Mayor Guernsey recognized the important work of our legislative representatives: Senator Jan Angel, Representative Michelle Caldier, and Representative Jess Young. She highlighted the success in securing \$2.5 million to ensure that tolls on the Tacoma Narrows Bridge do not increase.

Councilmembers Arbenz, Councilmember Perrow, and Councilmember Payne took turns thanking Senator Angel, Representative Caldier, and Representative Young for their contributions and assistance with city issues.

Senator Jan Angel responded graciously, explaining that it's a team effort. She added that those who serve in public office do so because they care about their community and the people who live there. She thanked the Gig Harbor Officials and people in the community and encouraged that we continue to move forward.

Representative Jesse Young talked about the attitudes of the Transportation Commission about the impact of tolls on this community, and how they underestimated the tenacity of the legislators here tonight and their ability to overcome the bureaucracy. He talked about the possibility of other solutions in the future.

Representative Michelle Caldier thanked the city for being such a pleasure to work with. She thanked the people of Gig Harbor for communication regarding the tolls, which gave them the power to go to the legislature in order to prevent the tolls from rising. She then recognized Brianna, the city's lobbyist, for all her hard work and tenacity.

2. Puget Sound Regional Council – Growth in the Puget Sound Region.

Paul Inghram began with a brief overview of the PSRC and his own background. Guide growth, protect environment, and keep the growth compact. He said we are on track with VISION 2040 forecast for population and job growth. Seattle is one of the fastest growing regions in the United States, and there is a desire to keep growth in the urban areas. He addressed the impact of growth in Gig Harbor, and Councilmembers' concerns.

OLD BUSINESS:

1. Ancich Waterfront Park Concepts. Mayor Guernsey expressed her gratitude to all who have participated in this lengthy process for this property purchased in 2012. She listed the other City's waterfront properties, then explained that the Ancich Waterfront Park is another opportunity for a street-level view of the harbor. She gave a brief overview of the process to date and explained the focus tonight is the conceptual drawings and the benefit to the public.

Staff Report. Parks Project Manager Katrina Knutson also recognized the contributions of all three legislators towards the successful grant funding for the Ancich Park Upland Improvements. She shared a PowerPoint presentation on the history of the project, concerns gathered from recent public outreach and how they are being addressed, harbor viewing opportunities, and the next steps in the process. She and Jennifer Kester, Planning Director, addressed Council questions and concerns.

Public Comment.

Jim O'Donnell said he is in favor of what the canoe club is doing.

Karen McDonnel representing family property at 3607 Ross Avenue. Ms. McDonnel read a prepared statement asking Council to reject the proposed R-1 plan as it's not in compliance with Resolution 949 nor the Shoreline Management Plan. She asked Council to reject the proposed plans and the exclusive use of the parcel by a private club.

Lee Smith – 3519 Harborview Drive. Mr. Lee said this property is in his view which is now quite derelict. He spoke in favor of the larger building.

Cindy Reed – 2801 61st St. Ct. NW. Ms. Reed says she enjoys the walking atmosphere in the downtown area and spoke in favor of the larger facility.

Sharon Schaefer – 2509 88th St. Ct. NW. Ms. Schaefer, a member of the Dragon Boat Team, said they are not asking for access to this facility. She encouraged Council to building the larger viewing platform.

Pat Schmidt - 4621 Holly Lane. Ms. Schmidt spoke on behalf of the Downtown Waterfront Alliance, reading a prepared statement in support of this important public gathering space recommended at the Ancich Park.

Justin Stiefel – 11334 Pacific. Mr. Stiefel is a parent of athlete on the Gig Harbor Canoe and Kayak Team and also an attorney, as is Kirsten Gregory. He referenced the application and grant agreement with RCO in which the city agreed to a 3,000 square foot building with kayak and canoe storage.

Kirsten Gregory – 8115 43rd St. NW. Ms. Gregory continued to reference the criteria of the application materials submitted for RCO funding showing commitment to the 3,000 s.f. facility. She explained that to not meet the commitments and obligations would put funding in jeopardy.

James Wilborn 4927 Canterwood Drive NW. – Parent of paddlers and member of the board of directors, spoke of the public benefit of allowing an organization such as theirs to use public property. He asked for the city's help to be a community sports team.

David Crocker – 7127 30th St. NW Mr. Crocker's daughter is a paddler in the club. He talked about how the team supports each other in their dreams of an Olympian from Gig Harbor. He said this is an investment in our future and maritime activity. He spoke in support of the R-1 option.

David McCowen 7702 Goodman Drive. Mr. McCowen, representing the Gig Harbor Yacht Club Junior Sail Club, said they have participated in the discussions and are eager to be good neighbors. He spoke in support of the shared, upland storage building for non-motorized watercraft, and of the legacy of the commercial fishing fleet.

David Morris. 2809 Harborview. Mr. Morris spoke in favor of the multiple uses being considered. He encouraged the city to maximize the opportunity and do it right this first time.

Chuck Meacham 9509 Wheeler Avenue. Mr. Meacham encourage continued forward thinking for downtown Gig Harbor, and being open to positive changes that promote a more livable community. He spoke in favor of the full development of Ancich Park as it relates to human powered watercraft.

Ron Roberts - 11224 74th Ave NW. Mr. Roberts said you have a unique opportunity to develop a site that will serve the community today and in the future. He spoke in support of the SR-1 plan and asked that it be done right the first time.

Jim Franich – 3702 Harborview Drive. Mr. Franich voiced concern with the size of the structure and this site being a transition zone. This is another opportunity to view Gig Harbor Bay but it needs to address the location. He voiced concern with the lack of cost figures. He urged council to vote for the smaller structure or table it for further discussion.

Linda Foster - 6828 93rd St. Ct. NW. Ms. Foster said a 3,000 s.f. building is too big for the site. She voiced concern that during the open house for the public to choose a preferred building, young peoples' votes inflated the percentages cited by staff. She said she supports human powered watercraft, but the building is too big for the site and this design discourages people from getting close to the water.

Lita Dawn Ancich Stanton – representing property at 3615 Harborview. Ms. Stanton clarified that the RCO Grant application is hardwired, and the 3,000 s.f. building was based on estimates provided by Helix Design and PMD Consultants that showed a 2,300 sf bldg. with a 900 ft. canopy. She said a meeting of the neighbors most impacted and the proposed users has been set up on 25th and asked Council to reserve their decision until then. She requested that staff put markings on the site to mark a 2,300 or 3,000 s.f. building and where the shoreline buffer falls to allow them to do a site visit.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said if you develop a 3,000 s.f. building it's no longer a park. People like to get down to the water. If you have a picnic area on top you need a gate so kids don't run into traffic. He said he is opposed to 3,000.

Holm Schmidt - 8115 43rd St. NW. Mr. Schmidt, coach for the GHCKT, said this is a unique opportunity to unify the great heritage of this town and to unite them in one spot.

Pamela Peterson - 3519 Harborview Drive. Ms. Peterson spoke in favor of the larger viewing platform, adding that Ancich Park is her neighbor. She said it is the city's requirement to uphold the Shoreline Master Program. She cited several parts of the SMP, the Public Access Plan – Gig Harbor, and the Harbor portion of the Visioning Process. She concluded by saying she lives adjacent to Ancich Park and that she and her neighbors there are in favor of the larger building.

Joni Dupille - 3304 Shyleen – Ms. Dupille said she is opposed to the larger building. She said once the word gets out we will be inundated with people from all over; the area will be too congested. It's already hard to deal with the traffic let alone foot traffic. She's not against the kayak club. She recommended to make it a park to come down and enjoy the water. The beach is not one to walk on. Consider the smaller structure so people can enjoy the grassy area down there.

Katrina Knutson asked to clarify several comments that came up:

- Option R-1 is about 2.4 million and option R-2 is about 1.7 million dollars. A revised R-1 design with a lift would save \$70,000; and the soft shore approach, a savings of approximately \$270,000. This would be approximately \$300,000 above the R-2 design. This would be refined further during design.
- Users would need to be defined by Council prior to 60% design. Providing public access to view the shoreline and having water-oriented use is consistent with the Shoreline Master Program.
- 3,500 s.f. buildings are allowed in the Millville zone. By removing the second story to the structure, we've accommodated the language in Resolution No. 949.
- The vegetative buffer requirement is 37 feet. The largest boat is 38' long boat which would be able to get out without disturbing this buffer.

Mayor Guernsey explained that no formal action is required tonight and asked for input from the Councilmembers. Ms. Knutson announced that staff would be attending the information sharing meeting on the 25th; Council will make the policy call on what is constructed and who will be the users.

Councilmember Perrow asked for clarification. He then voiced support of the club and efforts to bring the groups together. Access to the water for all ages is important and a facility of this type has merit. He recommended waiting until the neighborhood meeting to allow time to work through

the misconceptions and allow people to feel part of the process. He said the small building is a waste, but the large building is out of scale. He is comfortable with a 2300, s.f.; 2000 s.f. on top, 900 s.f. porch and 280 s.f. bathrooms.

Councilmember Ekberg asked for clarification on the comments that we are bound to 3,000 s.f. building. Ms. Knutson concurred that 3000 s.f. was in the grant agreement signed by the city. We are bound to that unless we amend the contract.

Councilmember Payne asked if the drawings from Helix were seen by the state RCO group prior to approval. Ms. Knutson responded that there are two portions of the grant: one was a Helix site plan, and one an artist's drawing. The site plan shown was without engineering dimensions or square footage, and looks very similar to the R-1 plan. The artist sketch is of the cross section showing storage with an overhang; again, with no dimensions.

Councilmember Lovrovich stated that they were tasked with the uses of the property; it was apparent that it would be used for commercial fishing fleet as well as human powered watercraft storage. They considered the impacts to the community, the residential area, traffic, and parking when determining compatible uses. She said she would like to see something in between both concepts that can accommodate the original uses and not be as intrusive on the neighborhood. Neighbors were involved in the Parks Commission findings; we need to listen to them some more. This is an opportunity to make a great property for community. She is not opposed to waiting a couple more weeks, and she too is concerned with the cost. R-1 is way over so she would like to see something in between.

Councilmember Kadzik spoke in favor of larger building. He stressed that from street view, this is not a building, it's a deck; from water it will look like a building. A smaller structure is less useful, a smaller deck with less opportunity for storage underneath. He talked about being short-sighted if we do less than maximize the property. He said it will be a benefit to city and the neighborhood adding that he is one of the neighbors that is in favor of the proposal and doing what we can to find the needed funds.

Councilmember Arbenz agreed, and said we need to hold ourselves to same directives as private developers. If you do something, do it right. The major impact to the neighborhood will be the viewing platform; 3,000 s.f. is not that big and will add to the walkability of the harbor. The park will allow people of all ages to engage in physical activity which is an immeasurable benefit. Some compromise will be needed for traffic and parking. We spent 1.4 million on the waterfront land and excellent points have been made; the benefit will outweigh the negative impacts. He spoke in favor of waiting for the community members and neighbors to meet and give feedback.

Councilmember Malich said his vision for the property when purchased had nothing to do with boat storage but with helping the fishing community to survive and to save the fishing village atmosphere. He urged everyone to participate and that's how we have different groups with a high interest in this park. There are still principals to consider: the larger platform takes away from the ability of the park to serve the public; too small and there's no storage. The original RCO proposal of 2300 feet is logical and provides some storage. The most important part is public viewing. The platform can be smaller and he will live with the Council's decision knowing we worked hard to make it an appreciable size for the neighborhood and the whole community. He agreed to withhold any decision on size adding that he doesn't want a platform out so far you can't view the harbor from the sidewalk. He talked about the down land uses and said we really need to allow some way to allow some parking below to take the strain off the street. He agreed to

postpone until the neighbors meet with the kayakers to gain feedback to go with an alternate design. ^{6 of 8}

Councilmember Ekberg explained that the city bought the property to preserve views and access to water. He voiced disappointment with both designs. He asked for a definitive answer on whether the grant requires us to build 3000 s.f. and if so, then why did the consultant bring forward the site plan 2, which is totally inadequate and a waste of park space. He shared his concern over the cost, saying changing the bulkhead to a slope is a good choice. He said size is important for impact on the neighborhood, using the Old Ferry Landing as an example. He is not ready to approve either design. A smaller scale design fits with the neighborhood; the bigger the building the less park space down below. He agreed to wait for the meeting later this week, and pushed for no bulkhead.

Mayor Guernsey asked for a show of hands who is involved in the meeting. She explained that this isn't a city meeting, and suggested that all the neighbors be included.

Councilmember Payne asked how we will receive comments if it's not a city meeting. Ms. Knutson responded, and said she would be willing to attend. Mayor Guernsey suggested that it would be beneficial if folks who attend and want to, can comment at the next council meeting.

Councilmember Payne continued to say he is anxious to hear the results of the neighborhood meeting with the clubs. He described the past processes as a grand example of the community coming together and compromising on the uses for the park. He recognizes this is a neighborhood property and the desire to access the water, which he added, comes in different forms. This is a unique opportunity to honor our heritage and our future. He asked that we come together as a community. We will do our best to honor and respect where you live, but we also have to do right by the investment made. He would like this to be a place to house the activities discussed here, even if we need to find additional funding. He looks forward to the input from the club and citizens, to conclude this in the near future, and to provide a beautiful park for multiple uses.

Mayor Guernsey thanked everyone for being here and for the civility and respect shown. She said it's apparent there is public benefit from this project: viewing from the street level, storage, water access, and commercial fishing. She asked that we move forward with the following changes: slope verses bulkhead, moving the lift closer into the building to help to cut down on the square footage, and reducing the cost. The next step is the Design Review Process on June 23rd. She said anyone can come and comment at the June 13th council meeting. We will also come back with revisions at that time. She asked to get this back on track and deal with who will be using it later. Everyone has said it is for the public, for organizations, and includes public storage underneath.

There were no further comments. Mayor Guernsey announced a short ten minute break at 7:23 p.m.

Council returned to session at 8:30 p.m.

NEW BUSINESS:

1. Resolution No. 1037 - 2017 Annual Comprehensive Plan Update – Initial Work Plan.

Senior Planner Lindsey Sehmel mentioned the letter from Executive Chair Josh Brown congratulating the city on the April 28th PSRC Board approval of the city's 2015 Comp Plan Update for funding availability in year's cycle for state and PSRC transportation funds. She continued to present the background information on this resolution adopting an initial work plan for the 2017 Annual Comprehensive Plan Amendment process. She responded to requests for clarification.

MOTION: Move to adopt Resolution No. 1037 as presented.
Kadzik /Payne - unanimously approved.

PUBLIC COMMENT:

Doug Johnson – 9815 40th Ave. Ave Ct. NW Mr. Johnson provided an update on the Peacock Meadows Stormwater situation and asked consideration on four items: 1) they need a long-term solution; 2) they will not accept an open swale; 3) there were pre-development conditions. Water in the swale was rare before this development; and 4) the road is crumbling and they are not comfortable with the city's explanation. The estimate to fix the problem is \$18,000 for piping, in addition to legal fees, engineering costs, permit fees, and a crumbling road. He talked about what has been spent so far, stressing that they are not going to pay to settle this problem caused by a lot of different parties. They have been grappling for over a year and want to make sure this doesn't happen to others.

CITY ADMINISTRATOR / STAFF REPORT:

City Administrator Ron Williams announced that we will begin preliminary budget worksessions starting June 13th to allow more time to analyze each department's budget needs. Mayor Guernsey added that this new process will allow a more detailed understanding and an opportunity for the departments and council to discuss priorities.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Payne asked about review of the streetscape master plan for Judson and Harborview. Jeff Langhelm explained that his department is in the process of getting some capital projects out, and consolidating the Harborview Drive Master Plan Update with the Non-motorized Master Plan. This should return before fall.

Councilmember Perrow said this was on his list as well. He mentioned he attended the presentation of the Career Achievement Award from the Archeology and Historic Preservation to Lita Dawn Stanton. This was a well-attended event and many were there in support of Ms. Stanton. He recommended that at some point the city should recognize her for the award she received. The Mayor agreed and asked Councilmember Perrow to work with the clerk.

Councilmember Arbenz reported in the discussion at the Intergovernmental Affairs Committee regarding prioritizing the capital projects list for the legislative agenda. Councilmember Payne clarified that they discussed several options for the council to review the list. He recommended that the committee develop the agenda and have Brianna bring it to council for a formal adoption. The next IGA meeting is July 25th and there is a possibility that a draft could be presented to Council at the meeting later that day.

Councilmember Perrow reported that the “Gigging Up the Harbor” last weekend was a great success. He thanked Dan Lilley and Greg Foote for their participation and support.

Councilmember Lovrovich thanked Councilmember Perrow for requesting that we honor Lita Dawn. She then mentioned the wonderful Gigging Up the Harbor event.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center closed for Memorial Day: Mon. May 30th.
2. Public Works Committee: Mon. June 13th at 4:00 p.m.

EXECUTIVE SESSION:

Council adjourned to adjourn to Executive Session at 8:54 p.m. for approximately fifteen minutes for the purpose of discussing potential litigation per RCW 42.30.110(1). Possible action to be taken at the completion.

MOTION: Move to return to regular session at 9:14 p.m.
Payne / Perrow - unanimously approved.

MOTION: Move to authorize the City Administrator to resolve the potential litigation as discussed in Executive Session.
Payne / Malich - unanimously approved.

ADJOURN: Meeting adjourned at 9:15 p.m.

Jill Guernsey, Mayor

Molly Towslee, City Clerk

NOTICE OF LIQUOR LICENSE APPLICATION

WASHINGTON STATE LIQUOR AND CANNABIS BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: http://lcb.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

RETURN TO: localauthority@sp.lcb.wa.gov
DATE: 5/19/16

UBI: 603-281-299-001-0014

License: 423169 - 1U County: 27
Tradename: HOP JACK'S

Loc Addr: 5500 POINT FOSDICK DR NW
GIG HARBOR WA 98335-1725

Mail Addr: PO BOX 77464
SEATTLE WA 98177-0464

Phone No.: 509-951-8752 TOMMY TRIBBETT

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE +

APPLICANTS:

ROCK SOLID RESTAURANTS L.L.C.

EGGEN, MARK KEITH
1953-10-28

EGGEN, SHAUNA A
(Spouse) 1959-05-17

EGGEN, KEVIN KEITH
1987-05-22

EGGEN, MEGAN DONNA
(Spouse) 1989-03-01

MORGAN, JEFFREY FIELDS
1960-09-23

BOUFFLEUR, JULIE ANN
(Spouse) 1960-02-08

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

- | | YES | NO |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------------------------|
| 1. Do you approve of applicant? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 06/06/2016
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20160930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. THE CAPTAIN'S MATE, INC.	THE KEEPING ROOM, CANDLES & WINE 7811 PIONEER WAY GIG HARBOR WA 98335 0000	086515	BEER/WINE SPECIALTY SHOP
2. JU, SUN WOO	KINZA TERIYAKI 6820 KIMBALL DR A-1 GIG HARBOR WA 98335 0000	077031	BEER/WINE REST - BEER/WINE
3. SPIRO'S BELLA NOTTE', INC.	SPIRO'S BELLA NOTTE' PIZZA & PASTA 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000	363055	SPIRITS/BR/WW REST LOUNGE + OFF-PREMISES SALE WINE
4. HALEY & BROTHERS, INC.	CUTTERS POINT COFFEE 5500 OLYMPIC DR STE A101 GIG HARBOR WA 98335 1489	421600	BEER/WINE REST - BEER/WINE BEER/WINE REST - BEER/WINE
5. APPLE WASHINGTON LLC	APPLEEES NEIGHBORHOOD GRILL & BAR 4827 POINT FOSDICK DR NW GIG HARBOR WA 98335 1710	410253	SPIRITS/BR/WW REST LOUNGE +

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

CALL TO ORDER / ROLL CALL:

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

Welcome:

- Parks Commissioner Ben Coronado
- Re-appointment of Gregg Vermillion
- Parks Project Administrator Katrina Knutson

APPROVAL OF MINUTES:

Approval of February 3, 2016 Minutes

MOTION TO APPROVE: Denson / Offner – unanimously approved.

OLD BUSINESS:

[Parks Appreciation Day](#) – Saturday, April 23, 2016

Specific park assignments and updated task lists for the event were discussed with the Commissioners.

NEW BUSINESS

PARK UPDATES:

1. [Ancich Waterfront Park](#) – Public Works Director Langhelm provided an update on the City's Boating Infrastructure Grant (BIG) application. The City would like to combine public pier plans for Ancich Waterfront Park, Jerisich Dock and the Maritime Pier in one grant application. Director Langhelm displayed the current

draft designs for each location. Several conceptual plans for the Ancich Uplands were then presented along with improvements proposed for the Netshed. Commissioner Denson volunteered to provide Parks Commission representation on the Ancich Ad-Hoc Committee.

2. [Cushman Trail Phase 5 Planning](#) – Director Langhelm informed the Commission that a multi-agency meeting was held on March 31, 2016 to start of future planning for the alignment of Phase 5 extension of Cushman Trail. The City would like to submit a grant application for a planning study for fine tuning where the most reasonable route will be so that design could be started.
3. [Maritime Pier Artwork](#) – Director Langhelm asked the Parks Commission for their input on the location of the art at the Maritime Pier. He asked whether the Commission preferred it to be located in the landscape area or on a separate concrete pad so that it is more accessible. The Commission's preferred location was in the landscape area but would like to see it over on the left side.

PUBLIC COMMENT:

Karen Bujacich McDonald, 3607 Ross Avenue, Gig Harbor, explained that her family has property near the Ancich Park. She expressed her concerns about the Lift Station design in Skansie Brothers Park with putting a modern building in a historic district. She explained that that plans for Ancich Park don't follow along with the historic working waterfront designation and that 85% of the park is for kayaks and almost all of it is a building or is pavement and it doesn't provide adequate parking. She also mentioned she doesn't like the proposal for building a new netshed instead of restoring it, that maintaining the view corridor should a priority and that public funds should not be used for private use.

MOTION: Move to revisit this issue as far as private/public use and the adherence to the historical act as far as using property in the working waterfront district.

Skansi / – Motion died, for lack of a second.

Parks Project Administrator Knutson addressed some of the concerns presented as far as access and use of Ancich Park. She said that the design options will be adjusted and be compliant with the Shoreline Master Program which will take into account preserving view corridors and preserving the working waterfront.

MOTION: Move to make sure that we are all on the same page or at least get another look at this on next month's Parks Commission agenda.

Skansi / Offner – Motion died, as Chair did not call for the vote.

Commissioner Denson expressed interest in scheduling a collaborative meeting between the Parks Commission and PenMet Parks in order to find out what others have on their workplan, so that the Commission is not duplicating efforts. She also

suggested a crosswalk across Vernhardson from Randall and announced that PCFD is donating an AED for the Visitor Center at Skansie Park. Ms. Denson would also like to look into a way to allow access to the Old Ferry Landing beach. PW Superintendent Foote explained that the path is currently unstable.

ADJOURN:

MOTION: Move to adjourn at 7:12 p.m.

Offner / Denson – Motion passed unanimously.

MINUTES

CITY COUNCIL / PARKS COMMISSION JOINT WORKSESSION

Monday, May 16, 2016 – 5:30 p.m.

Community Rooms A/B

CALL TO ORDER / ROLL CALL: Mayor Jill Guernsey

City Council: Present: Michael Perrow, Paul Kadzik, Rahna Lovrovich, Steve Ekberg,

Ken Malich, Casey Arbenz, Absent: Tim Payne

Mayor Jill Guernsey, City Administrator Ron Williams

Parks Commission: Present: John Skansi, Robyn Denson, Nicole Hicks, Gregg

Vermillion, Rick Offner, Ben Coronado, Absent: Sara McDaniels (excused)

Staff – Present: Jeff Langhelm, Greg Foote, Terri Reed, Katrina Knutson

WORKSESSION:

1. [Native American Honoring Project: Austin Estuary](#) (Gary Williamson et al)

Gary Williamson introduced a proposal to add a commemorative arch along the trail at Austin Estuary Park to honor those before us and create a new link to the area's indigenous past. Mark Anderson provided project details and showed a similar example of an arch located in Friday Harbor. The proposed Honor Salmon Arch project concept has received Arts Commission support and they have offered assistance. Mayor Guernsey requested that the Austin family history be considered for inclusion as early settlers of the site. Commissioner Offner suggested that the History Museum be involved in the project. Next step: Reach out to the Puyallup Tribe to ensure they are in concurrence with the project and to discuss potential funding.

2. [Ancich Upland Design Update](#)

Park Project Administrator Knutson detailed two recently updated conceptual drawings for the park space. She also distributed copies of the approved RCO grant agreement and Resolution #949, which adopted recommendations for future uses of the property. City Council and Parks Commission members discussed some of the details of the current concepts which included parking, ADA accessibility, kayak movement, safety, size of the structure, private vs. public, viewing platform, buffers and residential impacts. Next step: Conceptual levels designs will be presented at May 23, 2016 City Council meeting.

3. [Private Use of Public Parks Discussion](#)

This item was tabled back to staff level for a potential future work study session with Parks Commission and City Council.

4. [Reevaluate Parks Commission Work Program](#)

This item was tabled back to staff and the Parks Commission for discussion prior to forwarding recommendation to City Council.

5. For the Good of the Order

ADJOURN – Meeting adjourned at 7:23 p.m.

MINUTES
City of Gig Harbor Design Review Board
Meeting of April 28th, 2016
Civic Center, 3510 Grandview Street
5:00 PM

I. **Call to order 5:00 PM**

II. **Roll call**

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

Staff: Peter Katich, Leah Johnson

III. **Approval of Minutes:** 3.24.16 Filand/Peterson- Motion Carried

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

Staff Introduction and report

1. **Ratcliffe Gagliano Architecture – Jeanne Ratcliffe-Gagliano, 7713 Pioneer Way, Ste A, Gig Harbor, WA 98335:** Restaurant at Pleasurecraft Marina / Design Review Pre-Application Conference, (PL-DR-15-0061). The applicant has submitted for a Pre-Application Conference by the Design Review Board for the development of a Type 3 Restaurant to be located on the same parcel as Pleasurecraft Marina. The project is located at 3215 Harborview Drive.

Applicant presentation and discussion

V. **Other Business**

Discussion of upcoming meetings – May 12th, 20169 **(CANCELLED)**

VI. **Adjourn 6:40PM**



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

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

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

Staff: Leah Johnson, Lindsey Sehmel

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

Open House – Council Chambers

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

Public Hearing – Council Chambers

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

Public Comment:

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

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

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

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

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

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

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

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

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

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

Other Business

Adjournment



Business of the City Council
City of Gig Harbor, WA

Subject: Motor Vehicle Record (MVR)
Minimum Driving Requirements Policy

Proposed Council Action:

Adopt the Motor Vehicle Record (MVR)
Minimum Driving Requirements Policy

Dept. Origin: Administration
Prepared by: Mary Ann McCool, HR Analyst

For Agenda of: June 13, 2016

Exhibits: Policy

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 6/8/16
RW 6/8/16
by email 5/27/16
JP 4/7/16
mam 5/27/16

Table with 3 columns: Expenditure Required (\$0), Amount Budgeted (N/A), Appropriation Required (N/A)

INFORMATION / BACKGROUND

The attached policy describes the minimum driving requirements for employees, elected or appointed officials, volunteers, or others who routinely drive or may have occasion to drive a City-owned vehicle in performance of City-related business.

FISCAL CONSIDERATION


N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the Motor Vehicle Record (MVR) Minimum Driving Requirements Policy.

	CITY OF GIG HARBOR – POLICIES AND PROCEDURES	
	TITLE: Motor Vehicle Record (MVR) Minimum Driving Requirements	
POLICY MANUAL SECTION & NO. A-16-03	EFFECTIVE DATE: 6/13/2016 REVISED DATE:	APPROVED:

PURPOSE

The City of Gig Harbor (“the City”) seeks to safeguard its employees and others when driving a City-owned motor vehicle may be required in the course of conducting City business.

POLICY

This policy is intended to describe the minimum driving requirements for employees or others who may drive a City-owned vehicle in performance of City-related business. All drivers are required to follow the traffic laws of the State of Washington, or if out of state, the traffic laws of that state. All City-owned vehicles shall be operated by a driver who has a valid driver’s license and at least two years of driving experience.

SCOPE

This policy applies to all employees, elected and appointed officials, and volunteers when driving City-owned vehicles in performance of City-related business.

PROCEDURE

The City conducts motor vehicle record checks on all job applicants, prior to an offer of employment, and, thereafter, every three years for all employees for whom driving a motor vehicle is an essential or periodic job function. After conducting an individualized assessment (see below), exceptions to portions of this Policy may be made for individuals who do not hold a driver’s license due to disability, religious belief, or other reasons not related to license suspension or criminal conviction or for whom driving a motor vehicle is not an essential job duty.

The City will assess motor vehicle records and make a determination as to drivers’ status for applicants and employees according to the classification system listed below:

Satisfactory

The individual is eligible to drive while conducting City business. His or her driving record indicates none, or no more than one moving violation in the past 12 months.

Probationary

The individual is eligible to drive while conducting City business with the stipulation that the individual’s motor vehicle record will be checked periodically over a period of probation of no more than 12 months. An individual’s classification will be considered

Probationary Status if his or her driving record indicates more than one moving violation in the past 12 months, but no more than three moving violations in the past 24 months.

Unacceptable

An applicant for employment may not be eligible for hire if his or her driving record reflects:

- Suspended or revoked license.
- Four or more moving violations in the past 24 months.
- One or more instances of driving under the influence (DUI) or driving while intoxicated (DWI) within the past 24 months.
- At fault in a fatal accident within the past five years.
- Leaving the scene of an accident within the past 36 months.
- Reckless driving within the past 36 months.
- Attempting to elude a police vehicle within the past 36 months.
- Requirement for installation of an Ignition Interlock Device.

Procedure for Existing Employees

The City will check the motor vehicle records every three years for all current employees who may drive a City vehicle in the course of their employment with the City. Any covered employee without a valid driver's license will not be allowed to operate a City vehicle or drive on City business. If driving is an essential job function, and the employee cannot be reasonably accommodated, the employee may be terminated from employment.

If an existing employee has a valid driver's license, but the employee's driving record falls at or below Probationary Status criteria (defined above), the employee shall immediately notify their supervisor and/or Human Resources. The employee will be placed on Probationary Status and will be subjected to the requirements of that status until the end of the probation. If during a subsequent periodic motor vehicle record check, the employee's record indicates further violations, the City Administrator will review the specific circumstances surrounding the individual and determine appropriate action.

Procedure for Job Applicants

The City of Gig Harbor will check the motor vehicle records of any job applicant when driving is an essential job function or the employee may need to drive a City vehicle in the course of conducting City business. The applicant's job offer may be contingent on eligibility under the City's minimum driving record requirements (see above). The motor vehicle record check will include a review of all states listed on the individual's employment application and resume.

If the applicant does not have a valid driver's license, the applicant may not be hired, subject to the individualized assessment described above. If an applicant has a driving

Motor Vehicle Record (MVR) Minimum Driving Requirements Policy

Page 3

record that falls at or below the criteria listed under the Unacceptable Status (defined above), the applicant may not be hired. If the applicant's driving record meets the Probationary Status criteria, he or she will be placed into that status upon hire.

Driver Training

Every driver shall complete and pass a Defensive Driving Course at least once every three years.

Supervisors are responsible for providing training on the safe and correct operation of unusual vehicles, such as 15-passenger vans, public works vehicles (other than pick-up trucks, cars); any vehicle towing a trailer, or other unique vehicles.

Drivers of emergency vehicles shall pass an Emergency Vehicle Operator Course (EVO) before operating emergency vehicles in the emergency mode (lights and siren or other warning devices activated).

Vehicle Operation

The driver is responsible to make sure that all passengers are seated and shall be secured with seat belts, at all times the vehicle is in motion. Headlights should be used at all times when the vehicle is in motion. City vehicles should not be used for personal business or to transport personal passengers. Police Department vehicles are subject to Police Department regulations with regard to this portion of the Policy.

Accident Procedures

In the event of an accident, the driver shall stop and investigate immediately. Check for injuries. Notify law enforcement of the collision with location, number, type, and extent of injuries, and any need for additional help. (Police Department staff should refer to Police Department policy.)

If possible, the driver should protect the incident scene with warning devices to prevent additional damages or injuries. Generally, do not move vehicles until the police have arrived. If the damage is minor and there are no injuries, then it may be prudent to move all vehicles to a safe location so that driver information can be exchanged. Do not discuss the accident with anyone other than your supervisor and law enforcement. Obtain names and addresses of witnesses. Photos should be taken if possible. Complete an on-the-scene accident report form and submit it to the City's Risk Manager and/or Human Resources.



Subject: Agreement between the City and the Gig Harbor Chamber of Commerce for Distribution of Lodging Tax Funds Renewal

Proposed Council Action: Approve and Authorize the Mayor to execute an Agreement Between the City and the Gig Harbor Chamber Of Commerce to Distribute Lodging Tax Funds For production of a promotional video.

Dept. Origin: Administration

Prepared by: Ron Williams

For Agenda of: June 13, 2016

Exhibits: Agreement

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 6-7-16

Ron W 6/7/16

PERCY 6/7/16

4/7

Expenditure
\$4,000

See Fiscal Consideration below

INFORMATION / BACKGROUND

The Gig Harbor Chamber of Commerce has partnered with several businesses and other agencies to produce a video to promote the City of Gig Harbor. This video is intended to work hand in hand with the city-produced "Tied the Water" video. It is intended to reach businesses and individuals who may be candidates to relocate to Gig Harbor. Representatives of the Chamber of Commerce made a presentation to the Lodging Tax Advisory Board and received approval to distribute \$4,000 of Lodging taxes to assist in producing this video. There will be several videos produced as part of this effort. The initial video has been released and shown to the council in a previous city council meeting. This agreement formalizes the distributing of those lodging tax funds towards this set of videos being produced.

FISCAL CONSIDERATION

The \$4,000 proposed to be allocated is within the Lodging Tax budgetary parameters for this year.

RECOMMENDATION / MOTION

Move to: Approve and authorize the Mayor to execute an Agreement between the City and the Gig Harbor Chamber of Commerce for distribution of Lodging Tax funds.

**AGREEMENT BETWEEN CITY OF GIG HARBOR
AND THE GIG HARBOR CHAMBER OF COMMERCE
FOR DISTRIBUTION OF
LODGING TAX FUNDS**

THIS AGREEMENT is made and entered into by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and THE GIG HARBOR CHAMBER OF COMMERCE, (hereinafter referred to as the "Recipient"), for the distribution of grant funds for the express purposes described in this Agreement.

WHEREAS, chapter 67.28 RCW authorizes the CITY to spend special excise tax funds ("lodging tax funds") for tourism marketing, marketing and operations of special events and festivals designed to attract tourists, and other tourism-related purposes; and

WHEREAS, the Recipient has requested funding assistance to perform certain services for public benefit consistent with the purposes authorized under chapter 67.28 RCW; and

WHEREAS, the City desires to provide lodging tax funds to Recipient for the public benefit to be received from such services as set forth in this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Term. This Agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2016 unless sooner terminated as provided herein. Sections 4, 5, 7 and 9 of this Agreement shall survive the termination of this Agreement.

Section 2. Scope of Services. The Recipient agrees to complete the services set forth on Exhibit A, attached hereto and incorporated herein by this reference, during the calendar year 2016 (the "Services").

Section 3. Funding. The City agrees to reimburse Recipient with lodging tax funds in the amount of Four Thousand Dollars (\$4,000) for performing the Services.

Section 4. Auditing of Records, Documents and Reports. The Recipient shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Recipient with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. The Recipient agrees to abide by all applicable federal and state statutes and regulations prohibiting

employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Recapture and Noncompliance. In the event the City determines that the Recipient has failed to expend the grant funds in accordance with state law and this Agreement, the Recipient shall return such funds upon request, and the City reserves the right to commence an action against the Recipient to recover said funds, in addition to all of the City's other available remedies at law.

Section 7. Legal Relations. Neither the Recipient, nor any employee, officer, official or volunteer of the Recipient shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the Recipient or the City by reason of entering into this Agreement except as expressly provided herein.

Section 8. Indemnification. The Recipient agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of services or expenditures of funds under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 9. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee stated below:

**GIG HARBOR CHAMBER OF
COMMERCE**
Warren Zimmerman
3125 Judson St,
Gig Harbor, Washington 98335
(253) 851-6865

CITY OF GIG HARBOR
Karen Scott
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 853-3554

Section 10. Severability. If any phrase, sentence or provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this Agreement.

Section 11. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this _____ day of June, 2016.

THE CITY OF GIG HARBOR

GIG HARBOR CHAMBER OF COMMERCE

By: _____
Mayor Jill Guernsey

By: _____
Its: _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Angela G. Summerfield

Exhibit A

SCOPE OF SERVICES

1. The Chamber will develop and implement the community profile master video in coordination with the City to increase awareness of the region and to increase tourism revenue. The Chamber will also produce subsequent videos targeting specific aspects of Gig Harbor.
2. The Chamber will encourage local businesses to house and share the videos as part of a targeted marketing program.
3. The Chamber will deliver the master video to the City on disk for use on website and social media.
4. The Chamber will provide credit to the City of Gig Harbor in marketing material for use of b roll footage used in master video.
5. The Chamber will analyze the results of distribution and success of the videos. The Chamber will provide the City will results by September 30, 2016, for presentation at the 3rd Quarter Lodging Tax Meeting.



Subject: Police Officers' Guild Contract

Proposed Council Action:

Approve the Police Officers' Guild Contract for the years 2016 – 2018 as shown in Exhibit A to this Council Bill.

Dept. Origin: Administration
Prepared by: Mary Ann McCool, HR Analyst *mam*
For Agenda of: June 13, 2016
Exhibits: Exhibit A – Police Officers' Guild Contract

Concurred by Mayor: *JG 6-7-16*
Approved by City Administrator: *PenW 6/7/16*
Approved as to form by City Atty: *by email 6/7/16*
Approved by Finance Director: *SA 6/7*
Approved by Department Head: *mam 6/7/16*

Initial & Date

Expenditure	Amount	Appropriation
Required Approx. \$212,000 over three (3) years	Budgeted Approx. \$212,000 over three (3) years	Required \$0

INFORMATION / BACKGROUND

The Police Officers' Guild contract expired on December 31, 2015. For a number of months, the City has been in negotiations with the Police Officers' Guild for a successor contract. As a result of the negotiations, the attached 2016-2018 agreement is before the City Council for consideration and approval.

Police Officers' Guild Contract Highlights of Changes/Updates:

Probationary Periods: Probationary periods for lateral entry employees who have completed an accredited Law Enforcement Academy (LEA) will be six months, and may be extended an additional 6 months by the City. Non-lateral entry employees will have a 12-month probationary period beginning on their hire date, which can be extended an additional 6 months.

Wage Rates: Wage rates will be increased as follows:

- Retroactive to 1/1/2016: Increase by 1.5%
- Effective 1/1/2017: Increase by 2%
- Effective 1/1/2018: Increase by 2%

Retroactive wages will only be paid to employees who are on the payroll at the time of payment.

Master Patrol Officer: The City and Police Guild agreed to a Master Patrol Officer (MPO) designation to replace the Officer in Charge (OIC) designation. The purpose is to encourage officers to stay engaged in the department, seek appropriate training, develop leadership and training skills; and continue to improve on duty-related skills. Effective the first pay period after ratification of the Police Guild Contract, Guild members designated as MPO's shall receive 5% premium pay added to their base wage. Eligibility criteria for MPO is set forth in Attachment C of the Police Guild Contract. The discontinuation of OIC pay, which is currently 5% of employee base pay, partially covers the cost impact of this new program.

Field Training Officer Pay: Increased from 3% to 5% to align with industry standards.

Premium Pay Cap: The maximum percentage a Police Guild employee may receive for college premium pay, detective incentive pay, and MPO pay is 13%.

Vacations: Probationary employees are not eligible to use accrued vacation for the first three (3) months of employment or at any time while they are attending the Basic Law Enforcement Academy.

Benefits: Medical benefits will remain the same for 2016 and 2017. In 2018, unless either party requests to reopen the contract to bargain a different health plan, the Police Guild will move from the Health First no deductible plan (which is terminating at the end of 2017) to the Health First 250 plan, which has a deductible.

Voluntary Employees' Beneficiary Association (VEBA): Guild members will make monthly contributions equal to a flat dollar amount (rather than a percentage) to said account in accordance with VEBA Plan rules to satisfy IRS requirements.

Layoff Recall Rights: Decreased from three (3) years to two (2) years.

Discipline. The City may remove vehicle privileges and reassign Guild members from specialty units as a disciplinary consequence. Employees with discipline at the level of a suspension or higher for non-vehicle offenses are ineligible for promotion for two years.

Contract Cleanup and Updating. Additional sections of the contract have been cleaned up to improve clarity and conform the contract to Department operations. For example, references to merit pay have been removed.

Contract Term. The effective date of the Police Officers' Guild Contract will be retroactive to January 1, 2016 through December 31, 2018.

FISCAL CONSIDERATION

The required expenditure figure set forth reflects the actual expenditure projection of the wage and benefits adjustments agreed to over all three (3) years of the contract spanning January 1, 2016 – December 31, 2018.

Agenda Bill
Police Officers' Guild Contracts for years 2016 – 2018
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BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve the Police Officers' Guild Contract for the years 2016 – 2018 as shown in Exhibit A to this Council Bill.

AGREEMENT
By and Between

City of Gig Harbor
and
Gig Harbor Police Officer's Guild
January 1, 2016 through December 31, 2018

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**AGREEMENT
By and Between**

**City of Gig Harbor
and
Gig Harbor Police Officer's Guild
January 1, 2016 through December 31, 2018**

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer," and the Gig Harbor Police Officer's Guild, hereinafter referred to as the "Guild." The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article I herein.

This agreement contains all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department in accordance with its responsibilities and the powers and authority, which the Employer possesses, are exclusively that of the Employer unless expressly limited by this Agreement.

ARTICLE 1 - RECOGNITION

The Employer recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the state of Washington, Public Employees Relations Commission in Case No. 06055-E-85-01085, issued January 6, 1986. This Agreement shall include those employees working full time as fully commissioned uniformed personnel for the Employer, but shall not include the Police Chief, Police Lieutenant, and Police Services Specialist.

ARTICLE 2 - MEMBERSHIP

2.1 All employees covered by this Agreement shall become members of the Guild within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later and shall remain members of the Guild in good standing as a condition of continued employment or, in lieu thereof, shall pay each month a fair share of the costs of collective bargaining to the extent allowed by law, PROVIDED, however, that an employee who objects to joining the Guild based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular Guild dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by employee and the Guild. For the purposes of this Section, membership in the Guild shall be deemed to have been maintained if the employee has not failed to tender their normal monthly dues and/or initiation fee, or in lieu thereof, the fair share costs of collective bargaining or an equivalent amount to a charitable organization.

2.2 The Employer agrees to deduct initiation fees and monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon

issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

2.3 The Employer shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, starting pay step, and classification of the new employee.

2.4 Probationary Periods. Probationary periods upon promotion shall be one year. Probationary periods for lateral employees who have completed an accredited state Law Enforcement Academy (LEA) shall be six months. Probationary periods for non-lateral employees upon initial hire shall be one year beginning on the hire date. A probationary period shall be extended for the number of workdays equal to the number of workdays an employee was absent for any reason in excess of 10 workdays during the probationary period. In addition, the probationary period and Field Training Officer (FTO) period for employees upon initial hire can be extended by the Employer for up to six (6) months. During an employee's initial probationary period he/she may be discharged by the employer at will and such discharge shall not be subject to the grievance procedure. During a promotional probationary period an employee may be reverted to his/her former classification and such reversion shall not be subject to the grievance procedure.

ARTICLE 3 - NONDISCRIMINATION

3.1 The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

3.2 No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Guild, or activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations.

ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.1 The current normal work week consists of four (4) consecutive ten (10) hour days with three (3) consecutive days off. The City retains the right to adjust this schedule during an emergency or when in its discretion another schedule or schedules are required to provide orderly and efficient service. Non-emergency changes in the schedule or the work week set forth in Paragraph 4.1.1 shall be preceded by a minimum of thirty (30) day written notice to the Guild. Upon the Guild's request, the City will bargain with respect to the impacts of a schedule change and any other matter for which bargaining is by law required. Schedule changes or special work schedules for individuals may be carried out upon the mutual agreement of the City and the Guild; PROVIDED, HOWEVER, that nothing herein shall be interpreted to prohibit the

employer from adjusting work schedules as required by law, including but not limited to meet the requirements of the WLAD, ADA and FMLA.

4.1.1 Hours of Work. Except for the provisions in this agreement to the contrary, the regular hours of each workday shall be consecutive. The Guild may agree to split shifts, thus dividing the shift into two (2) parts equal to the normal number of hours worked in a regular work day.

4.1.2 Work Period. The work period shall consist of a seven (7) consecutive day cycle and repeating each consecutive seven (7) day period. Except as provided by this agreement, any Guild member who works in excess of forty (40) hours within that designated work period shall be compensated at one and one-half (1 ½) times the regular rate of pay for those hours exceeding forty (40). The seven (7) day periods shall be defined as 0600 hours on Monday of each week to 0559 hours the following Monday. The FLSA work period is 28 days, however the FLSA work period does not limit overtime required by this contract.

4.1.3 Monthly Work Schedules. A tentative monthly work schedule shall be posted at least seven (7) calendar days in advance of the beginning of the work period. Any effected employee must be notified at least twenty-four (24) hours in advance as long as the assigned vehicle program is in operation, otherwise the employee shall be notified ten (10) days in advance of schedule changes made after the establishment of a schedule, except in the case of an emergency. An emergency shall be defined as "a spontaneous or unplanned occurrence that could present a significant public hazard requiring additional staffing." If an employee is directed by a supervisor to work any hours other than those posted and the directive is given less than twenty four (24) hours in advance, those hours worked shall be compensated at one and one half (1-1/2) times the employee's regular rate of pay. Examples of non-emergencies are scheduled occurrences such as training, court appearances and scheduled vacations.

4.1.4 Shift Trades. Subject to approval by the Lieutenant or Police Chief, employees may voluntarily trade shifts. The employer will not incur any overtime liability as a result of a shift trade. A Sergeant and an Officer/Detective are not authorized to trade shifts if it results in reduced supervisory hours. Shift trades will ordinarily not be approved if it results in an officer working a scheduled period of greater than 13 consecutive hours.

4.1.5 Day Off Trade. Subject to approval by the Lieutenant or Police Chief, employees may voluntarily trade days off. The employer will not incur any overtime liability as a result of such trades.

4.1.6 Callout. A non-Guild member shall not be used to supplant Guild scheduled work or departmental overtime opportunities, unless the work is first offered to at least two (2) Guild members.

4.2 Overtime. Overtime as used in this Agreement shall mean that time an employee works in excess of the Employee's regularly scheduled shift or forty (40) hours in a work period. Compensation for overtime shall be as provided in section 4.2.2. The use of vacation, holiday, sick leave and compensatory time shall, for the purposes of overtime calculation, constitute hours worked.

4.2.1 All overtime must be authorized in advance by the City Administrator, Chief of Police, or, as standard operating procedures dictate, except in cases of emergency.

4.2.2 Overtime shall be compensated at the rate of one and-one half (1-1/2) times the regular rate of pay. The Employer and the Guild agree that for the purpose of overtime compensation the regular rate of pay includes holiday, shift differential, college, detective incentive pay on-call pay, and any other amounts required by the Fair Labor Standards Act.

Call-outs, court appearances (relating to or arising out of the performance of police duties), and training meetings which are outside the employee's normal work day shall be compensated at one and-one half (1-1/2) times the employee's regular rate of pay and for a minimum of three (3) hours, unless a call-out, court appearance (relating to or arising out of the performance of police duties), or training meeting is within three (3) hours of the start of a Guild member's shift, in which case the member will be compensated only for those hours worked. Also, if a call-out, court appearance, or training meeting concludes within three (3) hours after the end of a Guild member's shift, then the member will be compensated only for those hours worked. If a court appearance outside of the normal work shift to which an employee has been subpoenaed for is cancelled by notice to the employee after 5:00 PM the day before the court appearance, the employee shall be compensated for three (3) hours at the overtime rate.

Except when an officer temporarily works overtime for the City as court security, employees may choose to accrue equal compensatory time in lieu of payment for authorized overtime work up to a maximum balance of eighty (80) hours. Employees with accumulated compensatory time may use such time off by submitting the request in writing to their supervisor. The employer will approve requests for compensatory time off provided that the employee gives seven (7) days' notice of their intent to use said time off, except that compensatory time off will not be granted on Maritime Gig Day, or if the request will cause additional costs to the city, i.e. 10 hours or more of overtime, and during exigent circumstances. Once approved, a compensatory time request may not be cancelled except in case of emergency.

If an employee exceeds the maximum numbers of compensatory time hours of eighty (80) then additional hours accrued shall be converted to cash.

4.3 For purposes of this Article, an employee will be deemed to have been "notified" of schedule changes or "offered" work if he/she has been called at the home or cellular phone number provided to the department. Speaking to the employee in person is not required, but a message must be left. An employee may leave up to two (2) home or cellular phone numbers where he/she can be reached. An employee who fails to respond to an offer of work within two (2) hours shall be deemed to have refused the work offer.

4.4 Employees called into work while on approved vacation or holiday off will be compensated at the appropriate overtime rate for hours worked and given credit for hours worked on their vacation/holiday time accounts.

ARTICLE 5 - WAGE RATES

5.1 Effective January 1, 2016, the wage rates in effect on December 31, 2015 shall be increased by 1.5%. Employees must be on the payroll at the time retroactive pay is paid to be

eligible to receive retroactive pay. Retroactive pay will be calculated using an individual employee's gross wages, less any medical opt-out payments, for the period in question.

5.2 Effective January 1, 2017, the wage rates in effect on December 31, 2016 shall be increased by 2%.

5.3 Effective January 1, 2018, the wage rates in effect on December 31, 2017 shall be increased by 2%.

5.4 Movement within each salary range shall be governed by the City's Performance Pay System and shall be as described in Attachment B to this contract.

5.5 Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

5.6 When an officer is appointed to the position of Acting Sergeant for a period of not less than five (5) calendar days, he/she shall be compensated at the rate of five percent (5%) above the current salary for that period of time.

5.7 Master Patrol Officer. Effective the first pay period after ratification of this Agreement, Guild Members who are Master Patrol Officers shall receive a premium equivalent to five (5%) percent of their base wage while a Master Patrol Officer. Eligibility for Master Patrol Officer is set forth in Attachment C to this contract.

5.8 Employees shall bid for shifts by seniority prior to the beginning of the calendar year. When an employee is assigned one of the shifts listed below, the employee is entitled to receive a shift differential for the entire ten (10) hour shift for the entire calendar year unless the employee voluntarily changes to a shift that does not pay shift differential pay. The shift differential shall equal five percent (5%) of the employee's base salary as defined on Attachment A to this agreement. The following shifts (shown by the start and end times in military time notation) are subject to the shift differential: 1400 to 2400; 1600 to 0200; 1800 to 0400; 2000 to 0600; and 2200 to 0800.) Nothing herein shall be interpreted to prohibit the establishment of additional shifts by the mutual agreement of the parties and any new shift whose hours fall within the period from 1400 to 0800. For an employee to receive a shift differential premium, seventy-five percent (75%) of the employee's scheduled shifts must be shifts that are entitled to shift differential. The hours of work schedule can be modified by mutual agreement of the Guild and the Police Chief.

5.9 The maximum percentage an employee may receive for college premium pay, detective incentive pay, and Master Patrol Officer pay is 13%.

ARTICLE 6 - VACATIONS

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

Earned working Months of Service	Hours per Month	Working Days Per Year Max.
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0-12	6.67	10
13-24	7.33	11
25-36	8.33	12.5

After each succeeding year of service, .67 additional hours of vacation hours per month (eight (8) additional hours per year) shall be accumulated up to a maximum of two hundred forty (240) hours per year. Upon termination or retirement the employee will receive accrued vacation in cash. Probationary employees are not eligible to use accrued vacation for the first three (3) months of employment or at any time while they are attending the Basic Law Enforcement Academy (BLEA.)

ARTICLE 7 - HOLIDAYS

An employee shall be compensated for the twelve (12) holidays recognized by the Employer and as provided in RCW 1.16.050 as set forth in subsections 7.1 and 7.2.

7.1 Each employee shall receive two (2) paid holidays commonly referred to as "floating holidays" (City personnel rules). These shall be mandatory time off and shall be paid at the regular rate of pay, at ten (10) hours per holiday or such other hours as reflect the employee's regularly scheduled shift. The scheduling of these shifts shall be by mutual agreement between the Employer and the Employee.

7.2 In lieu of the other ten (10) holidays, employees may choose to be paid an additional 8.33 hours pay per month based on the current full time base rate of pay for the position classification. Such pay shall be equivalent to one hundred (100) hours of pay on an annualized basis. In lieu of receipt of pay, employees can choose to have an equivalent number of hours placed in their sick leave, or vacation banks. An election to place leave in the vacation bank, or to alter an election, may be made twice a year, January 1st of July 1st, for the following six (6) month period.

ARTICLE 8- BENEFITS

8.1 The Employer shall pay one hundred percent (100%) of the monthly premium for the following benefit plans for the Guild employee and ninety-five percent (95%) of the monthly premium for all dependents. The Employer is authorized to deduct the five percent (5%) premium from the affected employee's paycheck.

1. Medical. 2016-2017– AWC Regence HealthFirst (no deductible) Medical Plan.
2018 – See section 8.5 below.
2. Dental. AWC Trust (Plan F - Washington Dental Service, with Ortho V orthodontia coverage).
3. Vision. AWC Trust (Western Vision Service Plan).
4. Employee Assistance. AWC Trust Program

5. Physicals and Immunizations. In 2016 and 2017, the City will contribute \$400 per year to the employee's VEBA account for the employee to use to obtain a physical and/or immunizations if the employee so chooses. The results of any physical exam will be confidential between employee and physician. Beginning in 2018, the \$400 per year will be contributed to the employee's 457(b) deferred compensation account instead of the employee's VEBA account.

An employee may elect to opt out of health insurance coverage for the employee, spouse, and/or dependent(s). This decision shall be made in conjunction with the annual enrollment period. If an employee opts out of coverage for a spouse and/or dependent(s), the City will deposit an amount equal to fifty percent (50%) of the monthly premium saved to the employee's VEBA account. If multiple health plans are offered, the savings will be based on the premium for the less costly plan. VEBA deposits will not exceed the Affordable Care Act excise tax threshold. An election to opt out shall be made annually. In the event that the terms of the health insurance policy limit the number or percentage of employees who may opt out, the employer shall accept elections to opt out on a first come/first served basis.

8.2 Education reimbursement. Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of one hundred sixty (\$160.00) dollars per credit hour for undergraduate courses and two hundred fifty (\$250.00) dollars per credit hour for graduate courses. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department at the discretion of the Chief.

8.3 Long Term Disability Insurance. For all LEOFF II Guild members, the amount of premium the City pays for each member for long term disability (LTD) insurance will be paid directly to the Standard Insurance through the Trustee Plan Services Corporation, through a post-tax payroll deduction. At any time should the premium the City pays for other employees into the City-sponsored LTD plan increase, the Guild members shall immediately receive the increased amount. If the Standard Plan becomes unavailable, then employees shall revert back to the City-sponsored LTD plan.

8.4 Voluntary Employees' Beneficiary Association (VEBA). The Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code, is available for each eligible employee of the Guild. Eligible employees shall make monthly contributions equal to a flat dollar amount to said account as voted upon on an annual basis by the Guild in accordance with plan rules, with written notice provided to the City at least 45 days prior to any change in the amount.

8.5 The parties agree that, upon written request delivered to the other party no later than June 1, 2017, either party may reopen Article 8.1 to bargain health plans for 2018. If neither party makes a timely request to reopen Article 8.1, or if bargaining does not conclude prior to the City's open enrollment period for 2018, the following health plans will be offered in 2018: (1) AWC Regence HealthFirst 250; (2) AWC Group Health \$20 Co-Pay Plan; and (3) AWC Group Health Access PPO Plan.

8.6 If a health plan offered by the City is going to be eliminated or will trigger the Affordable Care Act excise tax, the parties will meet and bargain new plans. If no agreement is reached in time to ensure employees' continuous insurance coverage, the City will move employees to the next available plan that does not trigger the excise tax pending the conclusion of negotiations.

ARTICLE 9 - SICK LEAVE

9.1 Full-time employees hired after October 1, 1977, shall accrue sick leave at the rate of eight (8) hours per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury or disability or as provided by state or federal law. Abuse of sick leave shall be grounds for suspension or dismissal.

9.2 A verifying statement from the employee's physician may be requested by the Employer, at its option, whenever an employee claims sick leave for three (3) days or longer. If absence extends beyond four (4) days, certification of such absence must be supported by a certificate from the employee's physician, if requested by the Chief of Police.

9.3 An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one (1) annual day off or one (1) day's pay for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility for the bonus day(s) within three weeks of the end of the period in which the six month period ends.

9.4 Upon separation of employment due to disability, or death, an employee, the employee's attorney in fact or personal representative may elect to receive 100% of accrued sick leave in cash or have the cash value of the leave deposited in the employee's 457 deferred compensation account. Upon separation due to a LEOFF retirement or layoff, and in addition to the payout provided by the City's Personnel Policies, the employee may elect to receive 100% of the first 240 hours of sick leave in cash or have the cash value of the leave deposited in the employee's 457 deferred compensation account and twenty-five percent (25%) of the remaining sick leave balance, if any in cash or in the employee's 457 deferred compensation account. No additional payout over that generally provided for City employees under the Personnel Policies shall be available to an employee who voluntarily resigns, is terminated for cause, or who resigns in lieu of termination. Deposits into the employee's 457 deferred compensation account are subject to IRS limits and any other applicable legal restrictions.

9.5 Effective on the date of execution of this Agreement, employees' sick leave banks shall be capped at one thousand (1,000) hours.

ARTICLE 10 - RETIREMENT AND DISABILITY PLAN

The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

An employee who applies for worker's compensation benefits may use accrued sick, vacation and/or compensatory time to maintain salary pending receipt of worker's compensation benefits. An employee who has utilized leave for this purpose shall pay over time loss compensation to

the City promptly upon receipt from L&I. To the extent that vacation, sick leave or compensatory time was utilized, the employee's leave banks shall be restored upon receipt of the payments.

ARTICLE 11 - COLLEGE PREMIUM PAY

An employee who holds a college degree from an accredited college or university shall receive a premium pay equal to two percent (2%) of his/her base salary for an associate degree, and three percent (3%) of his/her base salary for a bachelor degree.

ARTICLE 12 – STAND-BY PAY

If an employee is directed to "stand-by" for duty he shall receive fifty dollars (\$50.00) for the month in which the "stand-by" assignment was made. The compensation of fifty dollars (\$50.00) a month is a fixed rate regardless of the number of stand-by hours the employee is available to work within the month. An employee shall not be directed to work more than thirty (30) hours of standby duty within any month unless the Chief of Police declares it necessary for the public's safety. When an employee works in excess of thirty (30) hours stand-by duty within a month, he/she shall receive an additional fifty dollars (\$50.00) for that month. The method of scheduling personnel and the determination of period for stand-by assignments shall be directed by the Chief of Police. Stand-by is defined as the employee being available to respond to any call for City service during those hours and in such a manner as designated by the Police Chief.

ARTICLE 13 - FIELD TRAINING OFFICER AND DETECTIVE PAY

13.1 Field Training Officer. At any time an employee is assigned to the position of Field Training Officer and is actively serving in a training capacity, he/she shall be compensated at a rate of pay five percent (5%) above the current salary during that time period. A member will be determined to be actively serving in a training capacity only when he/she is actively training a non-solo qualified paid commissioned officer. Field Training Officers shall be paid for each hour or part of an hour in excess of 15 minutes in which the Guild member is actively serving in a training capacity.

13.2 Detective Incentive Pay. At any time an employee is assigned to the position of Detective and is actively serving in that capacity, he/she shall be compensated at a rate of five percent (5%) above the current salary range. The incentive pay shall be applicable only to a regular assignment of eight (8) or more hours and more than four (4) consecutive work days, and shall not be paid to an employee who is assigned to assist a Detective in connection with a light duty period. An employee receiving Detective incentive pay will not also receive shift differential pay at the same time.

ARTICLE 14 – SENIORITY

14.1 Definitions. Seniority shall be defined as the length of continuous service with the Employer including the employee's probationary period. Any bargaining unit employee promoted to a position outside of the bargaining unit shall not continue to accrue seniority for purposes of this Article. Approved leaves of absence will not interrupt continuous service for

purposes of seniority. Periods of layoff will not count toward the computation of continuous service.

14.2 Seniority List. The Employer shall establish and provide to the Guild a seniority list which shall be brought up to date on an annual basis. The order of seniority shall be based on date of promotion and the hire date (or rehire date of employment, if later.) For example, seniority between two Sergeants will be based on length of service in the Sergeant classification regardless of initial hire date. Seniority between two Officers will be based on initial hire date (or rehire date, if later). The Guild will have thirty (30) calendar days following receipt of the annual seniority list to protest the placement of any employee on the list. The term “rehire” for purposes of this Article means the rehire of an employee after separation from employment for any reason other than layoff or disability and the recall of any laid off or disabled employee at any time after the applicable period of recall set forth in Section 14.5 below.

14.3 Shift Bidding. Guild members shall bid for shifts by seniority on an annual basis. In the event of a shift opening due to hiring, termination, promotion, or discipline, or for any other reason, the opening will be filled by seniority based shift bidding on a case-by-case basis. Certain shifts may be designated as supervisory shifts to be filled by Sergeants only.

14.4 Layoffs. When the Employer decides to eliminate a job position or positions in a classification, the layoff of employees in the affected job position shall be determined strictly by the order of the seniority list by classification with the employee with the least seniority affected first. Employees who have previously held other classifications shall have the right to return to such classification if their seniority is greater than the other employees in such classification. Employees shall not accrue seniority while on layoff; seniority lists shall be adjusted accordingly.

14.5 Recall Rights. Laid off employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs. A laid-off employee who is not recalled within two (2) years shall lose recall rights.

14.6 Disability - Return and Accommodation. A disabled employee shall have the right to return to his or her prior position in accordance with the provisions of state or federal law.

14.6.1 In the event that a newly created or funded position becomes available and the position is sought by an individual on a layoff list and a disabled former employee, the individual with the most seniority shall be given preference in the hiring process.

14.6.2 In the event that a court of competent jurisdiction holds that seniority rights do not prevail over statutory disability rights, Paragraph 14.6.1 shall be void.

14.7 Loss of Seniority. An employee shall lose seniority and the right to return to work subject to the grievance procedure, for any of the following reasons:

14.7.1 Voluntary resignation;

14.7.2 Discharge for just cause;

14.7.3 Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless mutually extended by the Employer and the Employee;

14.7.4 Exceeding a leave of absence (unless excused in writing);

14.7.5 Giving a false reason for obtaining a leave of absence;

14.7.6 Accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Guild;

14.7.7 Exceeding laid off employee's recall rights.

14.8 Rehire. An individual who seeks to be rehired from a lay off or disability rehire list, shall meet all minimum qualifications for the position. An employee who has been terminated for three (3) or more months, shall successfully complete a background check, polygraph, psychological evaluation and any and all other processes and criteria applied to a new hire. "Successfully complete" means to meet those standards normally applied by the Chief of Police when exercising discretion to hire under the Civil Service rules of the City.

ARTICLE 15 - RIGHT OF ACCESS - GUILD REPRESENTATIVE

15.1 Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to the time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

15.2 The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch period and before and after shift). However, Guild representatives will be allowed to attend contract negotiations and other meetings between the Guild and the City (e.g., grievance hearings, labor/management meetings) during working hours subject to the emergent needs of the department.

15.3 The following guidelines for release time for guild activities will be the resource for the decision making by Gig Harbor Police Guild and departmental management when a guild official is participating in:

1. Joint Guild/management meetings during normal work hours;
2. Joint Guild/management meetings during non-work hours;
3. Grievance investigation or preparation activities;
4. Grievance meetings with management in one of the specified steps of the grievance procedure;
5. Guild meetings during work hours; or
6. Approved Guild sponsored training programs.

1. Participating in a joint Guild/management meeting during an employee's regular work shift.

Guild officers will be released from their regular work shift without loss of pay to attend joint Guild/management meetings. They will work within their departments prior to and following the meeting, allowing for normal travel time.

2. Participating in a joint Guild/management meeting during hours outside the employee's regular work shift.

When a joint meeting is scheduled during hours outside the regular hours of the work day of a participant for a Guild officer, the person shall either:

- a. receive the same amount of time to take off during that week, or
- b. have that workday adjusted to permit either a late arrival or early departure for the same amount of time.

The policy on change in work schedules will not apply in these cases.

3. Participating in disciplinary investigation or preparation activities.

If this release time is during the regular work shift of those involved, it will be with pay. If the time is during the hours outside the regular hours of the work day of a participant, the time is without pay.

4. Participating in grievance meetings with management in one of the specified steps of the grievance procedure.

Since grievance meetings are scheduled by management, the grievant and Guild official representing the grievant will be considered in pay status. If the meeting is during the hours outside the regular hours of the work day of either the grievant or the official, they will receive either an equivalent amount of paid time off to be taken that week or will have the starting or ending time for that workday adjusted an equivalent amount of time.

The policy on change in work schedules will not apply in these circumstances.

5. Participating in approved Guild-sponsored training programs.

If approved in advance by the administration, Guild officers will be allowed time away from work without loss of pay for up to 24 hours per Guild Officer to participate in Guild sponsored training programs that deal with enforcement of the contract (e.g. internal affairs, labor law etc.) If such programs occur during non-schedule work days of a participant, the time shall be without pay for that participant.

These guidelines are not intended to replace or supersede any provisions concerning the payment of overtime by state or federal laws. The above mentioned provisions will not cause additional costs to the City.

ARTICLE 16 - EMPLOYEE RIGHTS

16.1 Just Cause. Disciplinary action shall be imposed upon an employee only for just cause.

16.1.1 Disciplinary actions. Disciplinary action shall generally include only the following:

- i. Written Reprimand
- ii. Suspension
- iii. Demotion
- iv. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense. Discipline for vehicle-related offenses per Department policy may include temporary loss of vehicle privileges. Employees may be removed from a specialty unit assignment as a disciplinary consequence when just cause exists.

16.2 Guild and Employee Rights. The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand, and except for employees serving an initial probationary period, or any extension of an initial probationary period. Written reprimands may be grieved up to the City Administrator at Step Two. The suspect employee shall be entitled to Guild representation and/or legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee. All written reprimands will be removed from an employee's personnel file, upon request, two (2) years after the date of the reprimand if the employee has not been subject to any additional discipline within the two (2) years. Suspensions and demotions may be removed from an employee's personnel file, at the employee's request, six (6) years after the suspension or demotion was imposed if the employee has not been subject to any additional discipline within the six (6) years. Except for vehicle collisions, employees with a sustained internal investigation resulting in a suspension or above with the prior two (2) years are ineligible for promotion. Any files maintained by the City will be destroyed in accordance with the State guidelines. A summary of all sustained Internal Investigation files will be retained in accordance with the Washington State Archivists retention schedule.

16.3 Notice and Opportunity to Respond. Prior to a pre-disciplinary meeting involving a potential suspension without pay, demotion or discharge, the Chief of Police or designee shall provide the employee and the Guild with the following:

- a. An opportunity to view and/or copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;

- c. What disciplinary action is being considered.

16.4 Employee's Response. The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) verbally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the Employer in Section 16.3 above and to do so prior to the Pre-Disciplinary meeting, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or designee.

16.5 Pre-Disciplinary Meeting. If discipline involving a loss of pay is anticipated, an opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

16.6 Employer's Decision. Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

16.7 Investigative Interviews/Internal Affairs Investigations. The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a suspension without pay, demotion or discharge for that employee, shall be conducted under the following conditions and procedures:

a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.

b. The requirements of Section 16.7.a of this Section 16.7 shall not apply if the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law.

c. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

- d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.
- e. The City may schedule the interview outside of the employee's regular working hours; however, in that event the appropriate overtime rate of payment shall be made to the employee. An employee on administrative leave with pay may be questioned between 8:00 AM and 5:00 PM, Monday through Friday, at the regular rate of pay.
- f. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.
- g. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.
- h. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.
- i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.
- j. All internal affairs interviews shall be recorded, and the Guild may record the interview. A copy of the transcribed interview and/or copy of the recording shall be made available to the Guild and employee.
- k. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.
- l. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.
- m. Internal affairs investigations that could potentially lead to a significant property loss such as demotion, termination, or multi-day suspension shall ordinarily be conducted by an outside police agency or neutral investigative agency. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

16.8 When the City receives a request for public records under the Public Records Act, Chapter 42.56 RCW that relates to a Guild member or members, the City will provide timely notice of the request to each affected member and to the first available Guild member if the affected member or a Guild representative is not available. "Timely notice" shall mean personal notification (telephone call, voicemail, or electronic mail) to the member within 48 hours of the date of the request or five days prior to the scheduled date of release, whichever occurs first. A

copy of the City's response to the requester shall be provided to the member and the Guild Representative.

16.9 Accident Review Board. Accidents involving damage to City vehicles may be (a) acted upon by the Chief of Police if further investigation is unnecessary or (b) reviewed by the Accident Review Board. Review by the Accident Review Board shall be conducted as set forth in the Gig Harbor Police Department Manual. Investigations of other policy violations will be conducted as an internal affairs (IA) investigation.

ARTICLE 17 – MANAGEMENT RIGHTS

17.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authorities which the Employer possesses, except as specifically limited by this Agreement or by State law.

17.2 The Employer has the authority to adopt rules for the operation of the Department and conduct of its Employees provided the adoption of any rule complies with Washington State law regarding changes in working conditions and other mandatory subjects of bargaining.

17.3 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.

17.4 Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended all such duties shall be performed by the Employee.

17.5 The Employer reserves the right to discipline, demote, or discharge for just cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer.

17.6 The Employer shall have the right to assign work and to determine the duties of Employees; to schedule hours of work; to determine the number of personnel to be assigned at any time and to direct and perform all other functions not limited by this Agreement.

ARTICLE 18 - NO STRIKES

18.1 It is recognized that the Employer is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Guild. Neither the Guild nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever for any cause whatsoever. In the event of any strike, walkout, slowdown, or work stoppage or a threat thereof, the Guild and its officers will do everything within their power to end or avert the same.

18.2 Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing or other concerted interference, or who refuses to perform service duly assigned to him, shall be subject to immediate dismissal.

ARTICLE 19 - GRIEVANCE PROCEDURES

19.1 Grievance Defined. A grievance is defined as an alleged violation of express terms and conditions of this Agreement. Only one appeal and/or grievance may be maintained with respect to any individual disciplinary action. Written reprimands, and grievances involving performance evaluations, shall only be processed through step 2 of the grievance procedure.

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

19.2 Step One - Police Chief. The grievance in the first instance will be presented to the Police Chief, in writing, within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. The Police Chief shall respond to the grievance in writing within ten (10) working days of receipt of the grievance. Every effort shall be made to settle the grievance at this Step One.

19.3 Step Two – City Administrator. If the grievance is not resolved at Step One, then the grievance may be presented to the City Administrator or his/her designee within ten (10) working days of receipt of the Chief's response. The grievance shall be presented to the City Administrator or his/her designee in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator or his/her designee shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator or his/her designee shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

19.4 Step Three - Arbitration. A grievance may be submitted within twenty (20) working days following the decision rendered in Step Two to arbitration for resolution. Should the parties be unable to agree upon an Arbitrator they shall request a list of names of eleven (11) Arbitrators with offices in Oregon or Washington from the Public Employment Relations Commission. The parties shall alternatively strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by coin toss. The decision of the Arbitrator shall be final and binding on both parties. The authority of the Arbitrator is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to, take away from, alter, change or modify the terms of the Agreement.

Each party shall bear the cost of its own representation, legal fees and presentation of their case. The Arbitrator's fee and costs shall be paid by the losing party as determined by the Arbitrator.

ARTICLE 20 - PERSONNEL POLICIES

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. The parties agree to abide by collective bargaining laws with respect to policies, rules and regulations affecting or impacting mandatory subjects of bargaining. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

ARTICLE 21 – UNIFORMS AND EQUIPMENT

At the time of employment, the following uniform and equipment items shall be provided by the City. The City may withhold issuance of some of the equipment items while a member is assigned to the BLEA Academy. In such case, the remainder of the required equipment will be issued upon successful completion of the BLEA Academy. After initial issue of clothing /equipment, officers shall have available an annual \$600 a year clothing allowance upon being removed from initial probationary status commencing at the beginning of the following calendar year. Uniform items or equipment which require replacement through the normal course of business will be replaced by the City, subject to availability of budgeted funds. Officers newly assigned to a specialty unit will initially be provided the appropriate uniform and equipment items for performance of duties within that unit. Additional specialty unit replacement uniform items will be charged against the annual clothing allowance.

A. Uniform

1. Class A long sleeved uniform shirt
2. Class A trousers
3. Two (2) Class B uniform shirts (long and/or short-sleeved)
4. Two (2) Class B uniform pants
5. One (1) tie and one (1) tie bar
6. Two (2) patrol jumpsuits (one winter/one summer)*
7. One (1) duty ball cap and one (1) watch cap
8. One (1) pair shoes or boots
9. One (1) all-season jacket
10. Two (2) badges (uniform and flat) and required name tag(s)
11. Required BLEA Academy clothing and equipment (Academy attendees only)

* Ordered after successful completion of FTO Phase 1

B. Equipment

1. One (1) duty gun belt
2. One (1) uniform pants belt
3. One (1) department-approved holster
4. One (1) department-authorized duty weapon with three (3) magazines.
5. One (1) double handgun magazine holder
6. One (1) patrol rifle and three (3) magazines
7. One (1) Taser and belt holster

8. One (1) double handcuff case
9. Two (2) sets of handcuffs and one (1) large handcuff key
10. One (1) key holder (if desired)
11. One (1) expandable baton and belt holder
12. One (1) ASR canister and belt holder
13. One (1) rechargeable flashlight and one (1) traffic wand
14. One (1) belt flashlight holder
15. One (1) portable radio with charger and belt holder with optional ear piece
16. One (1) bullet-resistant vest
17. Four (4) belt keepers
18. One (1) glove holder

The uniform shall meet the approval of the Police Chief and all purchases shall be through the department's established procedures. The employee agrees to maintain and keep all uniform and equipment items in good and clean condition, repair all parts of the uniform, and will have his or her complete uniform available for inspection on due notice.

The employer shall be responsible for laundering uniforms. Frequency of laundering uniforms shall be established by employer management policy. Uniform clothing damaged as a result of unforeseen circumstances in the line of duty shall be repaired or replaced by the employer. Equipment issued under this Article which is damaged through the gross negligence of the employee shall be replaced at the employee's cost.

The employer shall reimburse officers assigned as full time detective up to a maximum of \$600 per year for special job-related clothing purchases, provided such purchases must have approval by the Police Chief or Lieutenant prior to purchase.

ARTICLE 22 - TRAINING

The City agrees to provide training to employees through the Washington State Criminal Justice Training Commission, their Satellite Training Programs, and other sources such as, but not limited to, the Pierce County Sheriff's Department, Tacoma Police Department and the Washington State Patrol Training Divisions. The City, in its sole discretion agrees to provide funding for such training as it determines is reasonable to increase the employee's knowledge, skills and abilities to perform the job. For such training, the City agrees to pay all fees and tuition, lodging and meals (if applicable) incurred by attending such training.

The Chief of Police or his/her designee within the Police Department shall approve or deny all training requests.

Employees who request voluntary training may be asked to adjust their work schedule to minimize payment of overtime. If an officer attends voluntary approved training on a regularly scheduled day off, and can take another day off within the same pay period, the time shall be considered an equal trade and no overtime or compensatory time shall result. If the day off cannot be taken within the same pay period, the training day shall be compensated at overtime rates (pay or compensatory time). The scheduling of the day off is subject to mutual agreement between the City and the officer with the object being to schedule the day off so no additional overtime expenditure is incurred.

The Department may alter an employee's regular days off schedule (but no more than twice per employee in a calendar year) to accommodate mandatory training without paying overtime, provided that the employee is given ten days' notice of the alteration.

ARTICLE 23 - LIGHT DUTY

An injured employee will be provided a light-duty assignment when released to perform light duty by the employee's health care provider and when there are light duty assignments available in the Police Department, as reasonably determined by the Chief of Police. An on-the-job injury takes precedence for a light duty assignment over an off-duty injury.

ARTICLE 24 - OFF DUTY WORK

Requests by outside business or public entities desiring to employ police officers for special duty work by police officers, utilizing City equipment including cars, shall be administered through an off-duty work program. All off-duty work performed by employees under the off-duty work program shall be entirely voluntary. The Guild will maintain a roster of officers who wish to perform such off-duty work. The Guild, in consultation with the City, shall establish the rate of pay charged to the off-duty employer, including a fee for administrative expenses. Administrative expenses shall include any tax and payroll costs which are incurred as a result of the off-duty work, including but not limited to, assessments for the employer's portion of the LEOFF benefits and L & I payments. The administrative fee will not include any charge for the City's handling costs. Officers shall be paid only after receipt of funds from off-duty employers. Any officer participating in the off-duty program shall observe all normal departmental standards of conduct during such details and be subject to disciplinary action if he/she fails to do so. The Chief shall have the right to deny any off-duty work or proposed employer when such assignment could reasonably impair the image of the department, create an apparent conflict of interest, or negatively impact public confidence in the department. No officer who is on sick leave, disability leave or administrative leave shall be eligible for off-duty work assignments. Officers assigned to a specialty unit (e.g. MSU, Bicycle Unit) shall not sign up for an off-duty assignment that coincides with a vacant specialty unit shift. The specialty unit schedule shall be finalized no less than 15 days prior to the subsequent calendar month; the off-duty schedule shall be finalized after the specialty unit schedule has been posted.

The parties shall work in good faith to establish a rate of pay which is competitive within the geographic area and which does not exclude officers from off-duty work opportunities. Off-duty employers shall execute a contract for services in a form approved by the City. The parties acknowledge that the contract may be executed after work has begun so long as the Chief has approved the assignment.

This provision has been entered into in light of the representation by the Guild that the pay for off-duty assignments may be included in the officer's LEOFF Plan II basic salary for the purpose of calculating retirement benefits. In the event that the Washington State Department of Retirement Systems, an administrative tribunal, or a court of competent jurisdiction shall hold that such off-duty work is not includable in the definition of basic pay under the LEOFF retirement system, the Guild shall indemnify and hold harmless the City of Gig Harbor, its officers, agents and employees for any and all costs, claim, damage or liability of any kind or

nature, including, but not limited to legal and accounting costs, interest and the other costs associated with the application of such ruling or its application to Guild retirees or officers and the correction of retirement accounts or service credit, provided, however, that nothing herein shall require the Guild to indemnify the City from (1) the actual statutory employer's contribution as imposed by Chapter 41.26 RCW or (2) the costs associated with the correction of the retirement account or service credit of a supervisor who is not a Guild member.

ARTICLE 25 - SUBSTANCE ABUSE FREE WORK PLACE

25.1 Statement of Principle. The City of Gig Harbor and the Gig Harbor Police Guild, in keeping with the provisions of the Drug-Free Workplace Act of 1988, are committed to providing and maintaining a substance abuse-free working environment for the safety, physical and mental health of all employees and the public whom we serve.

25.2 Any unlawful manufacture, distribution, dispensation, possession, use or working under the influence of an illegal drug or controlled substance in or on any City facility, vehicle or while on City business is strictly prohibited. Consumption of alcohol is prohibited for employees while on duty (including any breaks, lunches, etc.) or while in a designated "on-call" status or two (2) hours following an accident or incident (unless a breath alcohol test has already been performed). In addition, a violation of law by an officer relating to illegal drugs, controlled substances or alcohol may result in appropriate discipline.

25.3 The City has established a drug awareness program which includes, but is not limited to, the following confidential employee services:

- a. Drug counseling and rehabilitation available through the City's medical insurance plans.
- b. Employee Assistance Program (EAP) that may assist in counseling employees with substance/alcohol abuse problems.

25.4 Any employee found to be in violation of the City's Substance Abuse Free Workplace Policy or law may be subject to a requirement to participate satisfactorily in an abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health, or appropriate agency approved by the City, and/or discipline up to and including termination.

25.5 Covered Classifications. All classifications within the Guild's bargaining unit are covered by this Article.

25.6 Drug or Alcohol Tests Required

25.6A Reasonable Suspicion. To be conducted when a supervisor becomes aware of specific indicators characteristic of prohibited drug (including alcohol) use or possession which may include:

- i. Direct observation of drug use or possession

- ii. Direct observation of the physical symptoms of being under the influence of a drug, such as motor functions or speech, abnormal conduct or erratic behavior which may or may not be preceded by:
 - a. An on-the-job accident resulting in an injury to the employee or others requiring medical attention beyond first aid and/or results in significant property damage to City or others' property.
 - b. An on-the-job unsafe practice that endangers the employee or others or risks significant property damage to the City or others' property.
 - c. An arrest for a drug-related offense.
 - d. Information that is provided by reliable and credible sources and has been independently corroborated.
 - e. Evidence that the employee tampered with a previous drug test.
 - f. The opinion of a medical/substance abuse/chemical dependency professional employed at the worksite that an employee is using an illegal controlled substance.

25.7 The supervisor will request another supervisor's (management and/or HR) opinion (both supervisors must agree) prior to requesting an employee to take a reasonable suspicion drug/alcohol test. At this time, the employee shall be informed of the right to Guild representation. This will not be construed as an opportunity for an employee to delay testing. Employees may not operate City motor vehicles or equipment after being notified that a reasonable suspicion test is warranted. Additionally, employees believed to be under the influence or impaired for any reason shall be transported to the testing site. Following the testing, the employee will be transported home via a local cab company, at the City's expense, or provided the opportunity to contact a non-duty-employee or non-employee for a ride. The employee will be informed that the law enforcement authorities shall be notified of his/her vehicle license number if the employee insists on driving. In no case will a supervisor or other on-duty employee transport the employee.

25.8 Testing shall take place as soon as practicable. An employee subject to such testing is expected to remain readily available to undergo the tests. However, this should not be construed to require the delay of necessary medical attention for injuries or to prohibit an employee from leaving the scene of an accident or incident if necessary to obtain assistance to respond to the accident or incident or to obtain emergency medical care. In all circumstances the employee will be transported to the testing site. An employee waiting to be tested will remain in paid status from the time of the accident/incident until testing is completed.

25.9 Employees who test negative will be transported back to the duty station and remain on paid status for the completion of the shift or if normal work hours are exceeded, until leaving the normal place of work. Employees whose tests are not immediately available will be transported from the test site to their residence via a local cab company at the City's expense. Employees,

who leave the scene of an accident or incident inappropriately, will be considered to have refused to test and will be subject to discipline up to and including termination.

25.10 Refusal to Test. Refusing or failing to submit an adequate specimen for drug or alcohol testing or specimen tampering during specimen collection constitutes insubordination and will be treated as if the employee has tested positive. The employee will be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP) and will be subject to discipline up to and including termination. Refusal to test includes:

- a. Refusal to take a drug or alcohol test;
- b. Tampering with or attempting to adulterate the specimen or collection procedure;
- c. Not reporting to the collection site in the time allotted;
- d. Leaving the scene of an accident or incident without a valid reason before testing;
or
- e. Providing false or inaccurate information.

25.11 Drug/Alcohol Testing Processes. Drug and alcohol testing shall be conducted in strict accordance with federal regulations to ensure accuracy, reliability, and confidentiality. Testing records and results will be released only to those authorized by the federal drug and alcohol testing rules to receive such information. The City will make every appropriate effort to protect the employee's privacy and dignity during the sample collection, testing and notification process.

25.12 Drug Testing. Specimen collection for drug testing will conform to the standards of 49CFR part 40 to maintain documented chain of custody and assure sample reliability. Drug test collections will be conducted at a qualified medical facility. The specific procedure used for testing is as follows:

- a. The collection site personnel will obtain the appropriate urine custody and control forms and inspect the collection room.
- b. The donor will be asked to present picture identification to the collection site person.
- c. The donor will check belongings and remove unnecessary outer garments.
- d. Donor will wash hands, take the collection cup and enter the privacy enclosure to collect at least forty-five (45) milliliters of specimen unobserved.
- e. The collector records the temperature of the specimen.
- f. The collector will split the specimen into two bottles.
- g. The collector will label and seal both bottles in front of the donor.
- h. The custody and control form will be completed, transferring custody from the donor through the collector to the laboratory courier.

- i. The split specimen will be placed in secure storage until shipped for analysis.

25.13 The integrity of the testing process is ensured through a variety of methods. The collection site is secured when not in use, access to the site is restricted during specimen collection, water sources are controlled to discourage specimen adulteration, trained site collection personnel carefully follow prescribed procedures, specimens are labeled and sealed in front of the donor, custody and control forms are used, specimens are left in locked storage, and the laboratories used for analysis must meet strict standards to be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA).

25.14 The initial drug screen shall use the Immunoassay (EMIT) process and the confirmatory test will be by gas chromatography/mass spectrometry. The drug testing results will be reviewed and positive tests interpreted by the MRO. The following tests and positive test levels shall be used:

	Initial	Confirmation
Marijuana and metabolites	50 ng/ml	15 ng/ml
Cocaine and metabolites	300 ng/ml	150 ng/ml
Amphetamines and metabolites	1000 ng/ml	500 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml

25.15 Alcohol Testing. The alcohol test will be performed using an Evidential Breath Testing (EBT) device that is approved by the National Highway Traffic Safety Administration (NHTSA) and administered by a trained Breath Alcohol Technician (BAT). The alcohol testing process will consist of the following steps:

- a. Upon arrival, the employee will be shown to the testing site. The site will afford the employee privacy during the process.
- b. The employee will provide picture identification to the BAT for inspection.
- c. The BAT will explain the test process and will, with the employee, complete the Alcohol Testing Form.
- c. The BAT will open a sealed disposable mouthpiece in view of the employee and attach it to the EBT device for a screening test.
- e. The employee will blow forcefully into the mouthpiece and be shown the result.
- f. Before the confirmatory test is conducted, the BAT shall conduct an airblank test which must read 0.00 to proceed.
- g. The result of the confirmatory test is considered to be the final result.

25.16 The integrity of the alcohol testing process is ensured through the external calibration checks required on the EBT device, the security of the testing site and EBT device, and the strict testing procedures required to produce a valid test.

25.17 Positive Test Results.

a. An employee who tested positive for alcohol or fails to pass a drug test will be removed from the performance of his/her job, placed on administrative leave and required to be evaluated by a substance abuse professional. An employee may substitute any available vacation, floating holiday or comp time for the non-pay status.

b. An employee who tests positive for illegal drugs or controlled substances will be removed from the performance of his/her job, placed on administrative leave and required to be evaluated by a Substance Abuse Professional (SAP) or Chemical Dependency Professional (CDP).

c. An employee who tests positive for drugs shall have the right to challenge the accuracy of the test results. The employee may request that the original sample be analyzed again. Such request must be made within 72 hours of when the City made the employee aware of the original test results.

25.18 Pay Status.

a. If an employee is removed from his/her job prior to or during an investigation, they shall be on administrative leave pending outcome of the investigation and/or disciplinary action. Employees shall be advised of their right to Guild representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action.

b. Employees who have satisfied any disciplinary action and who are in a recognized treatment program for a drug or alcohol problem may use available sick leave, floating holiday, accrued vacation or comp time for counseling and treatment.

25.19 Employee Rights and Responsibilities.

a. The City will keep confidential all testing results.

b. If at any point the results of the testing procedures specified in the Drug & Alcohol Testing Processes section of this is negative, all further testing shall be discontinued. The employee will be provided a copy of the results, and all other copies of the results (including the original) will be maintained by the Human Resources Department.

c. An employee, who voluntarily seeks assistance concerning a drug or alcohol problem, prior to reasonable suspicion, shall not be disciplined by the employer and will be immediately referred to the City's EAP. Employees may use available sick leave, floating holiday, accrued vacation or comp time for counseling and treatment. An employee may also be required to undergo a "fit for duty" test prior to return to work.

d. An employee not designated "on-call" and requested to report to work shall inform their supervisor of any inability to work due to the consumption of alcohol or drugs which may impair the employee's ability to safely perform his/her job. Under this Section, an employee will not be subject to discipline for advising the employee's supervisor of his/her inability to work.

e. All employees who must use a prescription drug that causes or results in adverse side effects (e.g., drowsiness or impaired reflexes or reaction time) shall inform their supervisor that they are taking such medication according to the advice of a physician. Such employees are responsible for informing their supervisor of the possible effects of the drug and their performance and expected duration of its use. If the prescription drug use could cause productivity or safety problems, a supervisor may grant the employee sick leave or temporarily assign the employee different duties, if available.

f. Employees are required, in compliance with this Substance Abuse Free Workplace Policy, to notify the City of any criminal statute conviction for a substance abuse or alcohol-related violation occurring in the workplace no later than five (5) working days after such conviction.

25.20 All Guild and non-represented police officers will receive a copy of this Section, informational materials about the effects of controlled substances/alcohol in the workplace and rehabilitation services available.

25.21 Record Retention. The drug and alcohol records will be maintained by the Human Resource Analyst in a secure location with controlled access, in accordance with HIPAA guidelines. The following records shall be maintained for at least five (5) years:

- a. Records of verified positive alcohol test results.
- b. Records of verified positive drug test results.
- c. Documentation of refusal to take a required alcohol/drug tests.
- d. Drug and Alcohol related evaluations and referrals.

The City may provide copies of these records to other employers when former City employees have applied for employment with those employers and have written and signed a release form authorizing the City to release such information.

25.22 Laws & Regulations. Should the federal or state government requirements change, the parties agree to negotiate the impact of the change on mandatory subjects of bargaining.

ARTICLE 26 - SAVING CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of adequate replacement. If such

negotiations shall not result in mutually satisfactory agreement, the parties agree to be bound by the position of a tribunal of competent jurisdiction, or a tribunal agreed to by the parties.

ARTICLE 27 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement.

Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 28 - TERM OF AGREEMENT

This Agreement is effective January 1, 2016, and shall continue in full force and effect to and including December 31, 2018.

Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this _____ of _____ 2016.

CITY OF GIG HARBOR

**GIG HARBOR POLICE OFFICER'S
GUILD**

By: _____
Jill Guernsey, Mayor

By: _____
Darius Aldridge, President

By: _____
Ronald L. Williams, City Administrator

ATTEST:

Molly Towslee, City Clerk

ATTACHMENT "A"

2016 POLICE PERSONNEL SALARY RANGES – 1.5% increase

	Monthly Minimum	Monthly Maximum
Police Sergeant	\$7289	\$8341
Police Officer	\$5305	\$6632

2017 POLICE PERSONNEL SALARY RANGES – 2% increase

	Monthly Minimum	Monthly Maximum
Police Sergeant	\$7435	\$8508
Police Officer	\$5411	\$6765

2018 POLICE PERSONNEL SALARY RANGES – 2% increase

	Monthly Minimum	Monthly Maximum
Police Sergeant	\$7584	\$8678
Police Officer	\$5519	\$6900

ATTACHMENT "B"

PERSONNEL SALARIES

PERFORMANCE PAY

Each year on their anniversary date, employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8%. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increases shall be approved by the City Administrator.

ATTACHMENT "C"

MASTER PATROL OFFICER

The purpose of the Master Patrol Officer (MPO) designation is to encourage officers to stay engaged in the department, seek appropriate training, develop leadership and training skills, and continue to improve on duty-related skills. The MPO shall not have any supervisory authority, but he/she will be expected to assume a lead role in a critical incident until additional supervision arrives on scene. In the absence of a supervisor, an MPO would also be expected to notify the chain of command when a critical incident occurs (per policy).

Qualifications:

1. Minimum of ten years of experience as a commissioned officer in any law enforcement agency.
2. Must be a regular status (non-probationary) employee in the rank of officer or sergeant.
3. Must be or have been a member of at least two department specialty units, such as:
 - a. Marine Services
 - b. Bicycle
 - c. Motorcycle Officer
 - d. Detective
 - e. Explorer Advisor (not Assistant Advisor)
 - f. School Resource Officer
 - g. SWAT
 - h. MCRT
 - i. K-9
 - j. Public Information Officer
 - k. Metro Honor Guard
 - l. Metro Dive Team
4. Must be Field Training Officer/Police Training Officer qualified.
5. Must be a state or department-recognized instructor OR Advanced Accident Investigator in at least two distinct areas **Chief of Police will determine department-recognized (e.g., RADAR, LIDAR, BAC, First Aid, etc.)* Instructor training shall not be unreasonably denied.
6. Must not have any discipline above a Written Reprimand in the preceding two (2) years. Once obtained, the MPO designation can be revoked as part of formal discipline. The

Officer/Sergeant must wait one (1) year from the date of revocation to reapply for the MPO designation.

7. Must be FEMA ICS 100, 200, and 700 certified.
8. Must complete an MPO Written Exercise.
 - a. Exercise will be five questions created by a Command Staff member surrounding areas designed to demonstrate basic job knowledge, decision-making abilities, leadership skills, and knowledge and application of department policy.
 - b. Written exercise will require essay response (1 – 3 paragraphs) to each question.
 - c. Exercise can be completed by MPO candidate at own pace and is “open book.” The exercise will be completed solely by MPO candidate with no outside help.
 - d. Command Officer will review responses with MPO candidate and may require reasonable follow-up.
9. Must act as the primary Gig Harbor Police Department representative at a minimum of one community presentation.
10. Must obtain firearms 90% score on handguns and pass on rifles yearly at any department-scheduled range day throughout the year. Officer/Sergeant can make up to two attempts within 90 days of preceding range day at mutually agreeable time to requalify if under 90%.
11. Must pass the Physical Agility Test (PAT) yearly at 2015 lateral standards (Run 300 meters within 71 seconds, 21 push-ups with four inch block in one attempt, 30 sit-ups within 60 seconds) with 90 days from PAT to redo if fail. PAT will be offered and scheduled at a mutually agreeable time during the first two weeks of April and the first two weeks of September on duty and will be administered by the Chief of Police (or designee) and either Human Resources Analyst/Manager OR a member of the Gig Harbor Civil Service Commission.
12. Must have attended at least one Leadership class.



Business of the City Council
City of Gig Harbor, WA

Subject: Proposed Country Squire Condos Annexation (PL-ANX-16-0001)

Proposed Council Action:
Consider the Notice of Intent to Commence Annexation Proceedings

Dept. Origin: Planning Department

Prepared by: Lindsey Sehmel Senior Planner *LNS*

For Agenda of: June 13, 2016

Exhibits:

- A. Annexation Application;
- B. Email dated May 9, 2016 from Myla Dalton.

Initial & Date

Concurred by Mayor:

Approved by City Administrator: *POW 6/8/16*

Approved as to form by City Atty: *Via email 6/7/16*

Approved by Finance Director:

Approved by Department Head: *JF 6/6/16*

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

INFORMATION / BACKGROUND

The City has received a Notice of Intention to Commence Annexation Proceedings for the Country Squire Condos located at 6201; 6203; 6205; and 6207 Soundview Drive. The proposed annexation consists of approximately .66 acres of residential uses within the City's Urban Growth Area (UGA).

By law, the City Council is required to meet with the proponents. Notice of the public meeting was posted on the City website and in dedicated posting locations. This request will be distributed to the Pierce County Fire District #5 and the Gig Harbor City Administrator, Chief of Police, Director of Operations, City Engineer, Wastewater Supervisor, City Engineering Technician, and the City's directors of Fire and Safety Services, and Finance for a thorough review if Council chooses to move forward with the annexation processing.

At the June 13, 2016 meeting, the Council is to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposing of this area for annexation;
2. Whether the City Council will require the simultaneous adoption of a proposed zoning code; and

3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed; and,
4. Whether the City Council will require additional annexation conditions.

If authorized by the City Council, the process can move forward with the circulation of a formal petition which will indicate the boundaries and conditions required for annexation. Before filing with the City, the petition must be signed by property owners of at least sixty percent (60%) of the assessed value of the proposed area in order to be certified by Pierce County and then scheduled for a public hearing in front of the City Council. After a public hearing, followed by the appeal period through the BRB, the City Council can adopt an ordinance to enact this annexation.

STAFF ANALYSIS

The Boundary Review Board is guided by RCW 36.93.180 in reviewing proposed annexations and is directed towards State objectives. These objectives, listed below, are also worthy of consideration by the Council in determining the appropriateness of this annexation.

Objectives of boundary review board. (RCW 36.93.180)

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;
- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;
- (3) Creation and preservation of logical service areas;
- (4) Prevention of abnormally irregular boundaries;
- (5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;
- (6) Dissolution of inactive special purpose districts;
- (7) Adjustment of impractical boundaries;
- (8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and
- (9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to:

Recommendation/Motion: Move to accept the Notice of Intention to Commence Annexation received from Country Squire Condos as proposed. Simultaneous adoption of pre-annexation zoning designation of Single Family Residential (R-1) and assumption of City indebtedness by the area to be annexed shall be required upon final annexation.

Alternative: Move to deny the Notice of Intention to Commence Annexation received from the Homeowners Association of Country Squire Condos.

EXHIBITS

- A. Notice of Intent to Commence Annexation
- B. Email dated May 9, 2016 from Myla Dalton to Lindsey Sehmel.

**CITY OF GIG HARBOR
GENERAL APPLICATION**

CITY USE ONLY 2016

CITY OF GIG HARBOR

<input type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Alternative Landscape Plan
<input type="checkbox"/> Major Site Plan Review	<input type="checkbox"/> Binding Site Plan
<input type="checkbox"/> Variance	<input type="checkbox"/> Land Clearing
<input type="checkbox"/> Rezone	<input type="checkbox"/> Planned Unit Development
<input type="checkbox"/> Performance Based Height Exception	<input checked="" type="checkbox"/> Annexation

Case Number: PL-ANX-16-0001
 Date Received: 5/9/2016
 By: CNS
 Receipt: _____ By: _____

Name of project/proposal: COUNTRY SQUIRE CONDOS Annexation

Applicant:
Myla Dalton
 (Name)
6201 Soundview Dr. 360-440-3415
 Street Address Phone
Gig Harbor WA 98335
 City & State Zip

Property Location:
 Address: 6201, 6203, 6205, 6207 Soundview Dr.
 Section: _____ Township: _____ Range: _____
 Assessor's Tax Parcel Number: Ref# 758000793

Owner:
- same above -
 (Name)
 Street Address Phone
 City & State Zip

Full Legal Description (attach separate sheet if too long)
See attached documents

I(We):
 (Name)
 Signature Date
Myla Dalton 5-8-2016
 Signature Date

Utilities:

- Water Supply (Name of Utility if applicable)
 - a. Existing: _____
 - b. Proposed: _____
- Sewage Disposal: (Name of Utility if applicable)
 - a. Existing: _____
 - b. Proposed: _____
- ACCESS: (name of road or street from which access is or will be gained.)

Property Information:

Existing Zoning Designation: _____ Wetlands on site? _____ Slopes exceeding 15% _____
 Existing land use: Describe (or illustrate separately) existing land use, including location of all existing structures and setbacks (in feet) from property lines. _____

Fee Deposits:

"I acknowledge that I have applied for a permit which requires a deposit for future services to be rendered, as required by section F of the City's adopted Fee Schedule. I understand that, as the applicant, I (we) shall bear all of the costs of these services and will be billed the actual costs in excess of the deposit. If the actual costs are below the deposit, I will be refunded the difference." _____ (Initials)

Consolidated Permit Processing:

"As the applicant, I (we) elect to have all planning permits submitted concurrently and associated with our project processed collectively under the highest numbered permit procedure per GHMC 19.01.002(B)" _____ (Initials)

MAY 09 2016

NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS

CITY OF GIG HARBOR

The Honorable Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA, 98335

Dear Mayor and City Council:

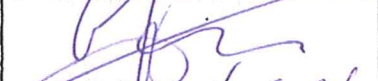
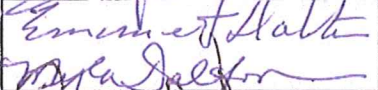


The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
	LEYLA COBAN	6203 SOUNDVIEW DR. GIG HARBOR, WA 98335 Parcel # 9004640020	3/14/16
	Emmet E. & Myla C. Dalton	6201 Soundview Drive Gig Harbor, WA 98335 # 9004640010	5/1/16
	Andrea Venc PAVEL VENC	6205 SOUNDVIEW DR. GIG HARBOR, WA 98335 # 9004640030	5/8/16
	Pavel Venc President, Country Square Condominium Association	Reference # 75800793 (6201, 6203, 6205, 6207 Soundview Dr, Gig Harbor WA 98335)	5/8/16

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>Katharine L. Easton</i> TTEE	KATHARINE L. EASTON TTEE	6207 SOUNDVIEW DR G9 HARBOR, WA 98335 9004640040	3-22-2016

COUNTRY SQUIRE CONDOMINIUMS

A PORTION OF THE NW 1/4 OF THE NE 1/4, SECTION 17, TOWNSHIP 21 N, RANGE 2 E, W.M.
PIERCE COUNTY, WASHINGTON



RECEIVED BY

MAY 09 2016

DECLARATION

THE UNDERSIGNED DECLARANT, AS OWNER OF THE REAL PROPERTY DESCRIBED HEREIN, DECLARES THIS SURVEY MAP AND PLANS AND DEDICATES THE SAME FOR A CONDOMINIUM SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT, RCW 64.34 ET. SEQ., AND NOT FOR ANY PUBLIC PURPOSE. DECLARANT CERTIFIES THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF ALL BUILDINGS CONTAINING OR COMPRISING ANY UNITS HEREBY CREATED ARE SUBSTANTIALLY COMPLETED.

THIS SURVEY MAP AND PLANS AND ANY PORTION THEREOF ARE RESTRICTED BY LAW AND BY THE DECLARATION FOR COUNTRY SQUIRE CONDOMINIUMS, RECORDED UNDER PIERCE COUNTY RECORDING NO. 200402190532

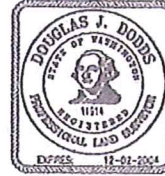
DECLARANTS:

WILLIAM AND BETTY HANSON TWO, LLC o
Washington limited liability company

By: Michael W. Hanson, Jr.
Michael W. Hanson, Managing Member

LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MAP AND THE PLANS FOR COUNTRY SQUIRE CONDOMINIUMS ARE BASED UPON AN ACTUAL SURVEY OF THE PROPERTY DESCRIBED HEREIN; THAT THE BEARINGS AND DISTANCES ARE CORRECTLY SHOWN; THAT ALL INFORMATION REQUIRED BY RCW 64.34.232 IS SUPPLIED HEREIN; AND, THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.



Douglas J. Doods
DOUGLAS J. DOODS LS #11114

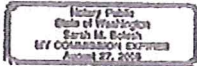
ACKNOWLEDGMENTS

STATE OF WASHINGTON }
COUNTY OF PIERCE } SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DO HEREBY CERTIFY THAT ON THIS 27 DAY OF JANUARY, 2004, PERSONALLY APPEARED MICHAEL W. HANSON, TO ME KNOWN TO BE THE MANAGING MEMBER OF WILLIAM AND BETTY HANSON TWO, A WASHINGTON LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THE WITHIN AND FOREGOING DECLARATION TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID LIMITED LIABILITY COMPANY FOR THE USES AND PURPOSES THEREIN CONTAINED, AND DATH STATES THAT HE IS AUTHORIZED TO EXECUTE SAID INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

Sarah M. Bolesh
NOTARY PUBLIC FOR THE STATE OF WASHINGTON



SARAH M. BOLESH
PRINTED NAME
RESIDING AT Tacoma, WA

MY COMMISSION EXPIRES 8/27/2005

LAND SURVEYOR'S VERIFICATION

STATE OF WASHINGTON }
COUNTY OF PIERCE } SS

DOUGLAS J. DOODS BEING FIRST ON OATH DULY SWORN STATES THAT HE IS THE REGISTERED PROFESSIONAL LAND SURVEYOR SIGNING THE ABOVE CERTIFICATE AND THAT HE HAS EXAMINED THESE PLANS AND SURVEY MAP AND BELIEVES THE CERTIFICATE TO BE A TRUE STATEMENT.

Douglas J. Doods
DOUGLAS J. DOODS LS #11114

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 27 DAY OF JANUARY, 2004



Sarah M. Bolesh
NOTARY PUBLIC FOR THE STATE OF WASHINGTON
SARAH M. BOLESH
PRINTED NAME

RESIDING AT Tacoma, WA

MY COMMISSION EXPIRES 8/27/2005

AUDITOR'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF MICHAEL W. HANSON
THIS 19 DAY OF February, 2004, AT 57 MINUTES PAST 2 O'CLOCK, P.M.
AND RECORDED IN VOLUME _____ OF CONDOMINIUMS, PAGES _____ TO _____
RECORDS OF PIERCE COUNTY, WASHINGTON.

\$ 85.00

Pat McCarthy by Janell...
DEPUTY PIERCE COUNTY AUDITOR



ASSESSOR/TREASURER

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED AGAINST THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN FULLY PAID AND DISCHARGED.

Tran Madison
ASSESSOR/TREASURER
PIERCE COUNTY, WASHINGTON
DATE 1-29-04

INDEX OF SHEETS

- SHEET 1 - THIS SHEET
- SHEET 2 - BOUNDARY CONTROL SCHEME, LEGAL DESCRIPTION, EASEMENTS
- SHEET 3 - FIRST FLOOR & SECOND FLOOR UNIT DIMENSIONS & AREAS

PIERCE COUNTY RECORDING NO. 200402195004

BASELINE ENGINEERING, INC.

1910-6th Avenue West • Tacoma, WA 98485
(253)568-4491 • Seattle (206)324-1205 FAX (253)568-0553
JOB NO. 02124

200402195004

ORIGINAL

COUNTRY SQUIRE CONDOMINIUMS

A PORTION OF THE NW 1/4 OF THE NE 1/4, SECTION 17, TOWNSHIP 21 N, RANGE 2 E, W.M.
PIERCE COUNTY, WASHINGTON

64TH ST. N.W.

FOUND SURFACE MONUMENT
1-1/2" BRASS DISK WITH "X" IN
CONC. VISITED 10-25-02

LEGAL DESCRIPTION

(FROM COMMONWEALTH TITLE COMPANY SUBDIVISION GUARANTEE NO. 3029332)

THE WEST 205 FEET OF THE SOUTH 150 FEET OF TRACT 23, SHORE ACRES, PIERCE COUNTY,
WASHINGTON, ACCORDING TO THE PLAT RECORDED IN BOOK 10 OF PLATS AT PAGE 82, IN PIERCE
COUNTY, WASHINGTON

EXCEPT THE SOUTH 10 FEET THEREOF

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS OVER AND ACROSS THE NORTH 30 FEET OF THE
SOUTH 150 FEET OF THE WEST 205 FEET OF SAID TRACT 23,

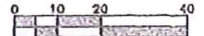
TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

BASIS OF BEARINGS

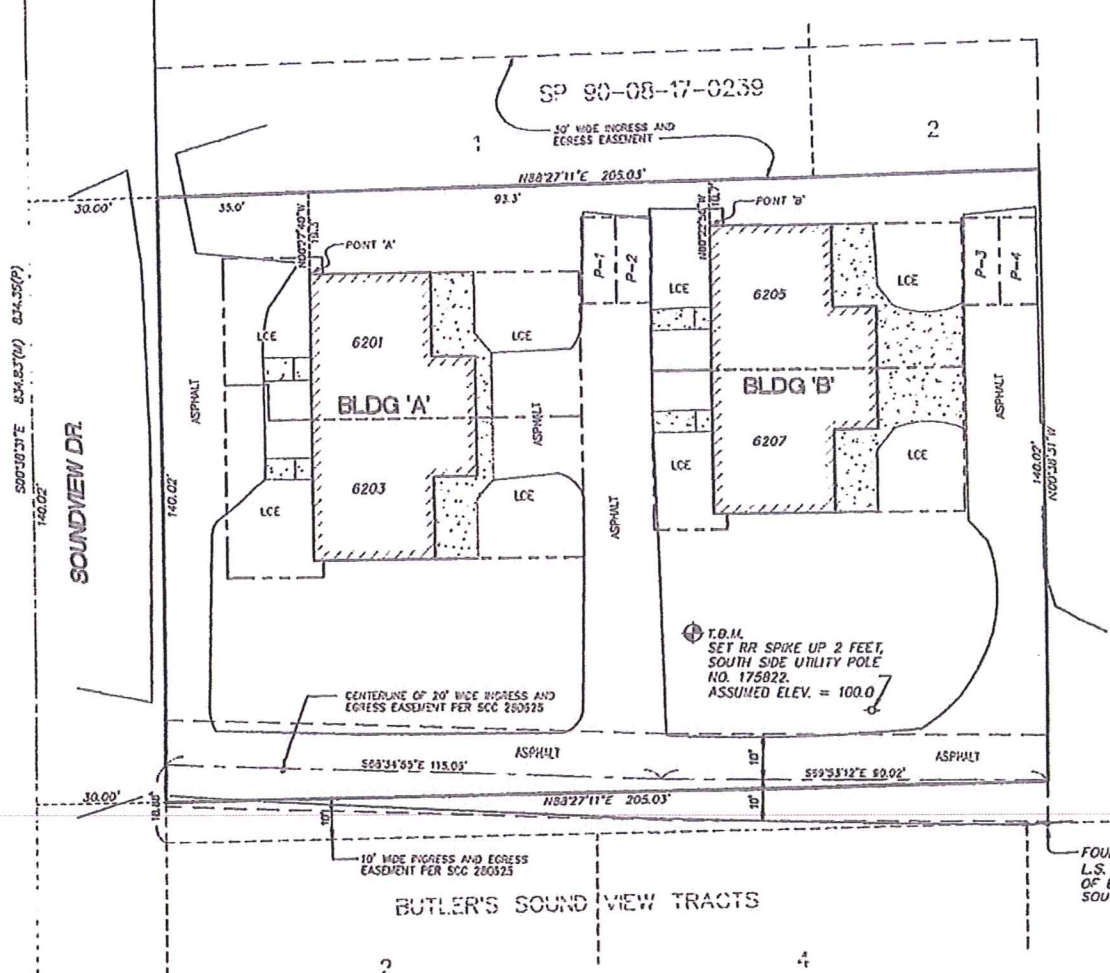
THE PLAT OF BUTLER'S SOUND VIEW
TRACTS BETWEEN THE MONUMENTS IN
SOUNDVIEW DRIVE AT 61ST ST. CT.
N.W. AND 64TH ST. N.W. AS SHOWN
BEARING = N00°35'31"W

VERTICAL DATUM

ASSUMED



SCALE 1"=20'



LEGEND

- P-1 PARKING STALL DESIGNATION (LCE)
- LCE LIMITED COMMON ELEMENT
- 6203 UNIT DESIGNATION
- [Stippled Area] CONCRETE

SURVEYOR'S NOTES

1. BUILDING TIES ARE ALONG EXTENSIONS OF THE BUILDING WALLS INDICATED TO INTERSECT THE NORTH DEED LINE AT THE DISTANCES SHOWN.
2. 110 DEED CORNERS WERE SET IN CONNECTION WITH PREPARING THIS CONDOMINIUM MAP.

61ST ST. CT. N.W.
N89°27'11"E(P)
660.93(F) 660.50(P)

FOUND SURFACE MONUMENT
1-1/2" BRASS DISK WITH "X" IN CONC.
VISITED 10-25-02

FOUND STONE MONUMENT WITH
CHIPPED HOLE 1.3" DOWN @
INTERSECTION WITH 20TH AVE.
N.W. VISITED 10-25-02



BASELINE ENGINEERING, INC.

1910-84th Avenue West • Tacoma, WA 98468
(253)565-4491 • Baseline (206)324-1255 FAX (253)565-6563
JOB NO. 02121

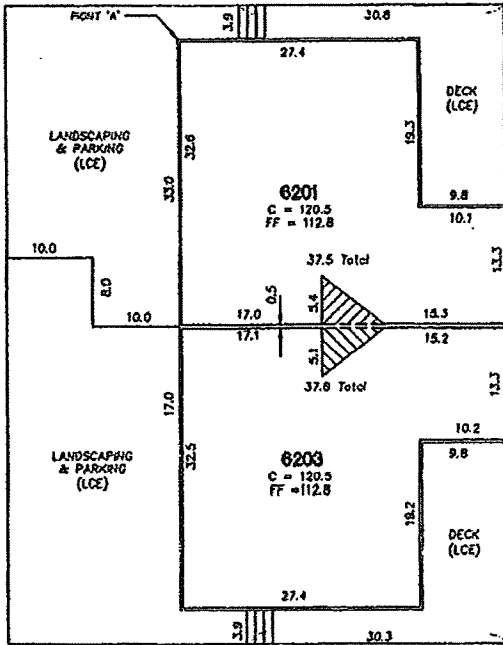
2040219504

2040219504

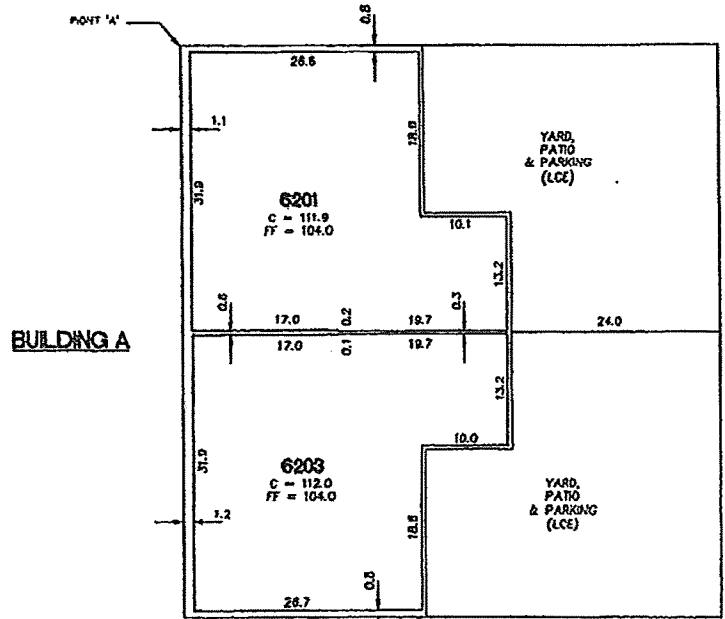
PL: 12121-COMD05-102.dwg Plotted by: dmp on January 20, 2004 at 10:00 a.m. Printer: 1-20 Attached Zells

COUNTRY SQUIRE CONDOMINIUMS

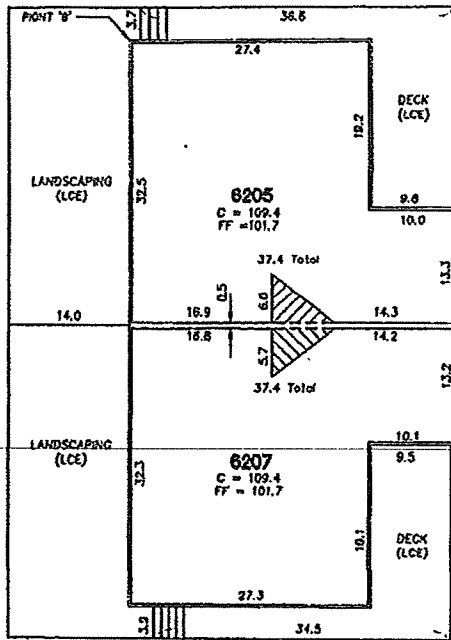
A PORTION OF THE NW 1/4 OF THE NE 1/4, SECTION 17, TOWNSHIP 21 N, RANGE 2 E, W.M.
 PIERCE COUNTY, WASHINGTON



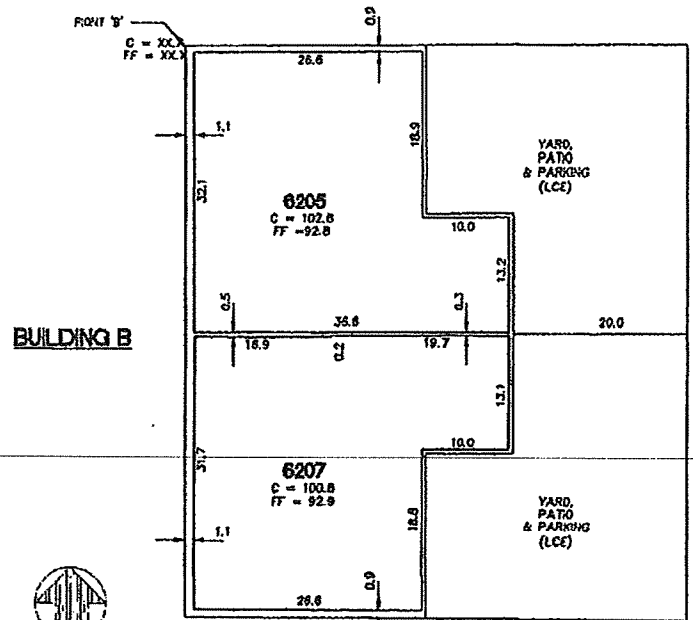
UPPER LEVEL



LOWER LEVEL



UPPER LEVEL



LOWER LEVEL

SCALE: 1"=10'

GENERAL NOTES

- UNIT DIMENSIONS ARE TO THE INTERIOR SURFACE OF THE FRAMING WALL (EXCLUSIVE OF SHEET ROCK, ETC.) AND ARE SHOWN WITHIN ± 0.1 FEET.
- CEILING ELEVATIONS ARE TO THE LOWER SURFACE OF THE CEILING SHEET ROCK OR OTHER FINISHED SURFACE AND ARE SHOWN WITHIN ± 0.1 FEET.
- FLOOR ELEVATIONS ARE TO THE UPPER SURFACE OF THE FLOOR (EXCLUSIVE OF CARPETING) AND ARE SHOWN WITHIN ± 0.1 FEET.
- PERIMETER WALLS ON THE UPPER LEVEL ARE 3-1/2" THICK AND ON THE LOWER LEVEL, 5-1/2" THICK UNLESS OTHERWISE SHOWN.

UNIT AREAS

UNIT AREAS IN SQUARE FEET BASED ON "AS-BUILT" UNIT DIMENSIONS AS MEASURED TO THE INTERIOR SURFACE OF THE PERIMETER FRAMING WALLS AND ARE NOT NECESSARILY THE SAME AS WHAT WOULD NORMALLY BE REFERRED TO AS "FLOOR AREA" ON ARCHITECTURAL PLANS.

UNIT	LOWER LEVEL	UPPER LEVEL	TOTAL
6201	± 1028 S.F.	± 984 S.F.	± 2012 S.F.
6203	± 1026 S.F.	± 983 S.F.	± 2011 S.F.
6205	± 1021 S.F.	± 988 S.F.	± 2010 S.F.
6207	± 1015 S.F.	± 978 S.F.	± 1991 S.F.

LEGEND

- LCE LIMITED COMMON ELEMENT
- C CEILING ELEVATION
- FF FLOOR ELEVATION
- PREPLACE

Plot: 071218D05.dwg Plotted by: shg on January 20, 2004 at 10:10 am Scale: 1"=10' Attached Plots:



20402195004
BASELINE ENGINEERING, INC.
 1910-848th Avenue West • Tacoma, WA 98465
 (360)565-4481 • Seattle (206)321-1205 FAX (253)565-8583
 JOB NO. 02121

20402195004

RECEIVED BY

MAY 09 2016

CITY OF GIG HARBOR

Group Account 73402

Parcels in Group

Parcel	Address
7580000793	REFERENCE
9004640010	6201 SOUNDVIEW DR
9004640020	6203 SOUNDVIEW DR NW
9004640030	6205 SOUNDVIEW DR NW
9004640040	6207 SOUNDVIEW DR

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. ***All critical information should be independently verified.***

Pierce County Assessor-Treasurer
Mike Lonergan
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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MAY 09 2016

CITY OF GIG HARBOR

Assessor-Treasurer electronic Property Information Profile

Parcel Map for 7580000793

03/09/2016 02:59 PM



Property Details		Taxpayer Details	
Parcel Number:	7580000793	Taxpayer Name:	REFERENCE
Site Address:	REFERENCE	Mailing Address:	REFERENCE TACOMA WA
Account Type:	Real Property		
Category:	Land and Improvements		
Use Code:	0000-UNKNOWN		

For additional mapping options, visit [Public GIS](#)

RTSQ Maps: [Normal \(200 Scale\)](#) | [Detailed \(100 Scale\)](#)

I acknowledge and agree to the prohibitions listed in RCW 42.56.070(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system does so at their own risk. All critical information should be independently verified.

Pierce County Assessor-Treasurer
Mike Lonergan
2401 South 35th St Room 142
Tacoma, Washington 98409
(253)798-6111 or Fax (253)798-3142
www.piercecountywa.org/atr

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WEBSITE INFORMATION

[Privacy Policy](#)
[Copyright Notices](#)

Sehmel, Lindsey

From: Myla Dalton <myladalton@gmail.com>
Sent: Monday, May 09, 2016 12:37 PM
To: Sehmel, Lindsey
Cc: Pavel Venc; Andrea Venc; Kitty Easton; LEYLA COBAN
Subject: Country Squire Condominiums Annexation PL-ANX-16-0001

Lindsey Sehmel,

Thank you for helping us with the annexation process. Country Squire Condominiums is a group of four units, each with a separate owner, on a .69 acre parcel located at 6201, 6203, 6205, 6207 Soundview Drive. We currently border the City of Gig Harbor on 2 1/2 sides, and we have an urgent need to become annexed to the City.

Each unit has its own septic system originally installed in the late 1960's. Unfortunately, 6207's septic system has failed and cannot be repaired. The owner cannot live in or sell the unit until it is connected to sewer. Septic experts say it is only a matter of time before the other three aging septic systems fail also. We wish to be annexed to the City of Gig Harbor to help alleviate the extra cost for sewer connection and service fees for the owner in urgent need, as well as the other owners in the future.

Thank you for your consideration. We look forward to becoming part of the City of Gig Harbor.

--

Myla Dalton
VP - Country Squire HOA
[360-440-3415](tel:360-440-3415)



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

Subject: Street Tree Design Standards – Professional Services Contract

Proposed Council Action: Approve and authorize the Mayor to execute a Professional Services Contract with Bradley Design Group, Inc., in an amount not-to-exceed \$14,830.00 and authorize the Public Works Director to approve additional expenditures up to \$500 to cover any reimbursable expenses.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm, PE
Public Works Director *ADL*

For Agenda of: June 13, 2016

Exhibits: Professional Services Contract and related exhibit

Initial &
Date

Concurred by Mayor: *JG 6-8-16*
Approved by City Administrator: *POW 6/8/16*
Approved as to form by City Atty: *VIA EMAIL 6/7/16*
Approved by Finance Director: *OP 6/8/16*
Approved by Department Head: *ADL 6/2/16*

Expenditure Required	\$ 14,830.00	Amount Budgeted	\$ 0	Appropriation Required	\$ 0
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INFORMATION/BACKGROUND

City Staff is in the process of updating the City's current Public Works Standards to coincide with the pending update to the City's stormwater manual. Based on incidents where existing street trees located within roadside planter strips have conflicted with existing infrastructure, Staff is also proposing a comprehensive update to the street tree standards located within the current Public Works Standards.

The proposed professional services contract will provide new street tree standards that will include listings of appropriate trees based on surroundings, planting specifications, and design details. The street tree standards will be reviewed by Staff and presented to the City Council for consideration as part of the 2016 Public Works Standards update.

FISCAL CONSIDERATION

There currently is no budgeted funding for the proposed contract. However, the existing streets operating fund has sufficient funds available to support this contract. Due to the need and the timing for the proposed update to the Public Works Standards Staff recommends using the existing available funds to pay for this contract.

BOARD OR COMMITTEE RECOMMENDATION

City Staff recently presented street tree issues to the Public Works Committee at their December 2014 and October 2015 meeting. The Committee requested an update to the City's current street tree standards to better identify appropriate street trees for the conditions that existing in our right of way. Subsequently, the proposed professional services contract was discussed at the May 2016

Public Works Committee meeting as part of the proposed update to the Public Works Standards. The Committee supported an update street tree standards as part of the 2016 update to the City's Public Works Standards.

RECOMMENDATION/MOTION

Approve and authorize the Mayor to execute a Professional Services Contract with Bradley Design Group, Inc., in an amount not-to-exceed \$14,830.00 and authorize the Public Works Director to approve additional expenditures up to \$500 to cover any reimbursable expenses.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
BRADLEY DESIGN GROUP, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in the developing street tree standards and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment**.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fourteen Thousand Eight Hundred Thirty Dollars and Zero Cents (\$14,830.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

3. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2016; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

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

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

7. **Indemnification.**

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
Bradley Design Group, Inc.
ATTN: Kathleen Bradley Reader
4330 N. Lexington Street
Tacoma, WA 98407
(253) 272-4848

City of Gig Harbor
ATTN: Jeff Langhelm
Public Works Director
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
BRADLEY DESIGN GROUP, Inc.
Landscape Architecture
Site Planning



Jeff Langhelm, Public Works Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

6 June 2016

Dear Jeff,

Based on the scope provided by your department and our professional expertise, I have determined Bradley Design Group (BDG) and Sound Urban Forestry's (SUF) scope of services to be as follows:

Project Description:

Development of Street Tree Standards for the City of Gig Harbor

Estimated Scope of Services as Defined in the RFQ:

1. Listing of appropriate trees based on planter strip width as identified in the City's current Public Works Standards.
2. Details of soil amendments based on item 1 above.
3. Tree planting specifications.
4. Other design support necessary for placement of appropriate street trees and planter strip vegetation.
5. Develop new tree standard details using the City's title block to be included in the Public Works Standards Update.

Meetings with department staff for work sessions and review of deliverables will also be included in this scope of work and fee schedule.

Estimated Project Schedule

Phase 1 – Preliminary Draft Standards (June 14 to July 6, 2016)

Week of June 14-17th

Initial kick-off meeting and work session with City Staff – Estm. 2-3hrs

June 20-24th

BDG/SUF Research and information gathering – on going correspondence with City Staff as needed

June 27th

Review meeting and work session with City Staff – Estm. 2-3hrs

June 27-July 5

BDG/SUF finalize draft documents

BRADLEY DESIGN GROUP, Inc.
Landscape Architecture
Site Planning



July 6, 2016

Draft documents provided to the City in a PDF format to include:

- Preliminary street tree list per planter strip width
- Preliminary soil amendment spec
- Preliminary tree planting spec
- Preliminary recommendations for aesthetic aspects to street tree plantings and other associated plantings – (i.e. what does the City want that ROW experience to be for the resident or City guest?)
- Preliminary CAD drawings or sketches of tree planting details (deciduous, evergreen, w/watering bags or watering tubes or drip/spray irrigation).

Week of July 6-15

City to review draft documents and prepare comments for BDG/SUF

Phase 2 – Final Standard Preparation and Approval (July 15 – Aug 26, 2016)

July 18, 2016

City comments due to BDG/SUF

Week of July 18-22, 2016

Meeting scheduled that week for comment review and work session. Estm. 2-3 hrs.

July 25 – Aug. 12

BDG/SUF finalize documents internally and coordinate with City staff as needed.

Aug. 12

Final draft of documents sent to City for last review and comment.

Aug. 19

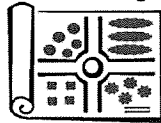
Final comments back from City for incorporation into documents.

Week of Aug 22-26

Final documents provided to City of Gig Harbor no later than **August 26, 2016** in a PDF format to include:

- approved street tree list per planter strip width
- soil amendment spec/notes
- tree planting spec/notes
- final recommendations for aesthetic aspects to street tree plantings and other associated plantings
- AutoCAD 15 drawing files of tree planting details provided via email or thumb drive as preferred by City

BRADLEY DESIGN GROUP, Inc.
Landscape Architecture
Site Planning



Fees:

- | | |
|----------------------------------------------------------------------|-------------|
| ▪ Phase 1 – Draft Standards Meetings & Document Preparation | \$ 9,820.00 |
| ▪ Phase 2 – Document Revisions, Meetings & Final Standards Submittal | \$ 5,010.00 |

Total Fees **\$ 14,830.00**

Fee Schedule:

Hourly Rates

Principal (BDG/SUF)	\$165.00 / hour
Associate/Project Manager	\$100.00 / hour
Administrative Assistant	\$75.00 / hour

Reimbursable Expenses

Bond Plotting 24x36	\$7.00 / sheet
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** Reimbursable expenses will be billed as actuals per the rates as listed in the above fee schedule.*

This letter serves as the Agreement to Proceed based upon the Scope of Services as outlined above and in the attached fee proposal. If you have any questions regarding this proposal or feel there are revisions needed, please do not hesitate to call.

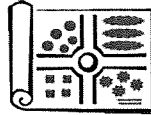
We look forward to working with you and the City of Gig Harbor on this project.

Kind regards,

Kathleen Bradley Reader RLA, ASLA
Principal

EXHIBIT A

Bradley Design Group, Inc.



**Landscape Architecture
Site Planning**

**Date
6/6/2016**

Fee Proposal

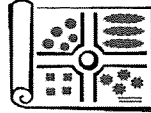
Name / Address

Jeff Langhelm, PE
Public Works Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Description	Project	
	Gig Harbor Tree Stds 2016	
	Qty.	Total
Landscape Architecture & Urban Forestry services for preparation of Standardized Street Tree Standards and associated documents for the City of Gig Harbor		
PHASE 1 - PRELIMINARY DRAFT STANDARDS		
June 14 Kick-off Meeting		
Principal Meeting Attendance BDG	3	495.00
Principal Meeting Attendance SUF	3	495.00
Associate Meeting Attendance	3	300.00
June 20-24 Research-Document Prep		
Principal Design Fee BDG	4	660.00
Principal Design Fee SUF	4	660.00
Associate Design Fee	24	2,400.00
June 27 Meeting		
Principal Design Fee BDG	3	495.00
Principal Design Fee SUF	3	495.00
Associate Design Fee	3	300.00
June 27-July 5 Finalize Draft Docs for City Submittal July 6, 2016		
Principal Design Fee BDG	4	660.00
Principal Design Fee SUF	4	660.00
Associate Design Fee	22	2,200.00
10 of 11	Total	

EXHIBIT A

Bradley Design Group, Inc.



Landscape Architecture
Site Planning

Date
6/6/2016

Fee Proposal

Name / Address

Jeff Langhelm, PE
Public Works Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Description	Project	
	Gig Harbor Tree Stds 2016	
	Qty.	Total
PHASE 2 - FINALIZE STANDARDS		
Meeting to Review City Comments/Mark-ups		
Principal Meeting Attendance BDG	3	495.00
Principal Meeting Attendance SUF	3	495.00
Associate Design Fee	3	300.00
Final Document Preparation and QC Review		
Principal Design Fee BDG	4	660.00
Principal Design Fee SUF	4	660.00
Associate Design Fee	24	2,400.00
11 of 11	Total	\$14,830.00



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

Subject: Harborview Drive Sidewalk Improvements – Construction Contract Award

Proposed Council Action:

1. Approve and Authorize the Mayor to execute a Public Works Contract with Sound Excavation, Inc. in an amount not exceed \$594,315.00; and
2. Approve and Authorize the City Engineer to approve additional expenditures up to \$25,000 to cover any Public Works Contract change orders; and
3. Approve and Authorize the Mayor to execute a First Amendment to Professional Services Contract with SCJ Alliance, in an amount not to exceed \$9,288.00 for Construction Engineering Services; and
4. Approve and Authorize the Mayor to execute a Professional Services Contract with Krazan and Associates, in an amount not to exceed \$4,175.00 for Construction Testing Services.

Dept. Origin: Public Works

Prepared by: Trent Ward, PE TW
Senior Engineer

For Agenda of: June 13, 2016

Exhibits: Public Works Contract and Professional Services Contracts

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Public Works Dir:

Approved by City Engineer:

Initial &
Date

Jo 6/8/16
RAW 6/8/16
Per email dated 6/7/16
DK 6/8/16
JK 6/8/16
6/8/16

Expenditure Required	\$285,229.70	Amount Budgeted	\$ 383,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

This proposed Public Works contract consists of constructing sidewalk along the easterly side of Harborview Drive between North Harborview Drive and Burnham Drive in order to in-fill gaps in existing sidewalks and improve pedestrian connectivity along this roadway corridor, including construction of underground conduit and j-boxes for future pedestrian illumination improvements. The project is identified in the City's 2015-16 Biennial Budget within the Street Capital Fund.

The Professional Services contract with SCJ Alliance is for Construction Engineering Services and the Professional Services contract with Krazan and Associates is for Construction testing respective to the sidewalk construction work.

BID RESULTS

The Harborview Drive Sidewalk Improvements Project was bid using the City's Public Works bidding process. The Engineer's Opinion of Probable Cost was \$502,000. A total of nine (9) responsive bid proposals were received by the City of Gig Harbor on June 2, 2016. Bid results from each bidder are summarized below showing a total bid amount for all Bid Schedules.

BIDDER	TOTAL BID AMOUNT
1. Sound Excavation, Inc.	\$ 594,315.00
2. Active Construction, Inc.	\$ 594,594.00
3. Miles Resources	\$ 618,584.00

4. Pivetta Brothers	\$ 619,175.00
5. WHH Nisqually	\$ 619,706.00
6. Stan Palmer	\$ 623,885.00
7. Ceccanti	\$ 671,000.00
8. Massana	\$ 685,960.00
9. Rognlins	\$ 773,676.00

FISCAL CONSIDERATION

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

2015-16 Budget for Street Division – Capital, Objective 4	\$ 96,000
TIB Urban Sidewalk Program Grant	\$ 337,173
Hospital Benefit Zone	\$285,229.70
Anticipated 2015-16 Expenses:	
Professional Services Design Contract and Amendment #1– SCJ Alliance	(\$ 90,318.00)
Professional Services Design Contract – Parametrix	(\$ 4,594.70)
Professional Services Construction Testing - Krazan	(\$4,175.00)
Construction Bid – Sound Excavation, Inc.	(\$ 594,315.00)
Change Order Authority for Public Works Contract	(\$ 25,000.00)
Remaining 2015-16 Budget =	\$ 0

- Due to the cost increase in the received bids, TIB has administratively increased its grant share an additional \$50,000, for a total contribution of \$337,173.10.
- Also, to fund the additional overall project increased costs, use of Hospital Benefit Zone monies will be utilized.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

1. Approve and Authorize the Mayor to execute a Public Works Contract with Sound Excavation, Inc. in an amount not exceed \$594,315.00; and
2. Approve and Authorize the City Engineer to approve additional expenditures up to \$25,000 to cover any Public Works Contract change orders; and
3. Approve and Authorize the Mayor to execute a First Amendment to Professional Services Contract with SCJ Alliance, in an amount not to exceed \$ 9,288.00 for Construction Engineering Services.
4. Approve and Authorize the Mayor to execute a Professional Services Contract with Krazan and Associates, in an amount not to exceed \$ 4,175.00 for Construction Testing Services.

PUBLIC WORKS CONTRACT**HARBORVIEW DRIVE SIDEWALK IMPROVEMENTS
CSP – 1514**

THIS AGREEMENT, made and entered into, this ____ day of _____, 201_, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Sound Excavation, Inc., organized under the laws of the State of Washington, located and doing business at, 5902 West Sherman Heights Road, Bremerton, WA 98312 hereinafter called the "Contractor."

WITNESSETH:

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

The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the work under this contract generally consisting of constructing a sidewalk on the east side of Harborview Drive between N Harborview Drive and Burnham Drive. Work includes clearing and grubbing, removal of miscellaneous traffic items, roadway excavation including haul, borrow import and embankment, grading, stormwater conveyance, concrete sidewalks, curb and gutter, hot mix asphalt paving, temporary erosion control, permanent signing, channelization, traffic control, and other work, all in accordance with the **attached** Contract Plans, Special Provisions, and the Standard Specifications, including the schedule of prices in the "Proposal," the sum of Five Hundred Ninety-Four Thousand Three Hundred Fifteen Dollars and Zero Cents (\$594,315.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

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

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

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

CITY of GIG HARBOR:

CONTRACTOR:

 Jill Guernsey, Mayor
 City of Gig Harbor

Date: _____

(Signature of Official)

(Print Name)

(Title)

Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SCJ ALLIANCE CONSULTING SERVICES**

THIS FIRST AMENDMENT is made to that certain Professional Services Contract dated May 26, 2015 (the "Agreement"), by and between the City of Gig Harbor, a Washington municipal corporation (hereafter the "City"), and Shea Carr & Jewel, doing business as SCJ Alliance Consulting Services, a _____ corporation organized under the laws of the State of Washington (hereafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in completing the Design for the Harborview Drive Sidewalk Improvement Project and desires to extend consultation services in connection with the project; and

WHEREAS, section 17 of the Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant and to amend the amount of compensation paid by the City;

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

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

2. Payment. Section 2(A) of the Agreement is amended to increase compensation to the Consultant for the work to be performed as described in **Exhibit A** in an amount not to exceed Nine Thousand Two Hundred Eighty-Eight Dollars and Zero Cents (\$ 9,288.00), as shown in **Exhibit B**, attached to this Amendment and incorporated herein.

3. Duration of Work. Section 3 of the Agreement is amended to extend the duration of this Agreement to March 31, 2017.

[Remainder of page intentionally left blank.]

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

IN WITNESS WHEREOF, the parties have executed this Amendment on this _____ day of _____, 20__.

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its Principal

By: _____
Mayor Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
SCOPE OF WORK
AMENDMENT 2
HARBORVIEW DRIVE SIDEWALK IMPROVEMENT
GIG HARBOR, WASHINGTON

Prepared for: Trent Ward, PE, Senior Engineer
City of Gig Harbor

Prepared by: Josh Brannin, PE, Project Engineer
Scott Sawyer, PE, Principal

Date prepared: June 6, 2016

Overview

In May 2015, SCJ Alliance (SCJ) contracted with the City of Gig Harbor (City) to prepare PS&E documents for the Harborview Drive Sidewalk Improvement Project. This amendment is to assist the City with construction administration services during the construction phase of the project. The construction services will be led by the City with SCJ providing support as described in this scope of work.

The following scope of work is an amendment to the original PS&E and previous amendments for construction services:

Phase 10 Construction Administration

This phase includes tasks to administer the construction phase in coordination with the City.

Task 1 Construction Administration

- 1) **Administration:** Provide up to two (2) monthly billing statements to the City including overall budget and schedule confirmation and review for each progress billing period.
- 2) **Material Submittals:** SCJ will provide up to eight (8) hours of support to the City for material submittal review.
- 3) **RFI/RFC:** SCJ will provide up to eight (8) hours for reviewing and responding to Requests for Information (RFI) submitted by the Contractor and developing Requests for Change

(RFC) exhibits. All responses will be submitted through the City for final approval. The City will provide responses to the Contractor.

- 4) **Change Order:** SCJ will provide up to eight (8) hours for Change Order (CO) documentation. SCJ will provide an independent CO estimate when directed by the City. All documentation will be submitted through the City for final approval. The City will provide the Contractor with the CO documentation.
- 5) **Field Changes:** SCJ will provide up to eight (8) hours of support to the City for field changes.

Task 1 Assumptions: Site visits will not be required for items listed under Task 1.

Task 2 Meetings

- 1) **Construction Meetings:** SCJ will attend up to four (4) construction meetings/site visits at the project site or City Hall.

Task 2 Assumptions: The City will coordinate all meeting times, locations and invitations to the necessary participants.

END OF SCOPE OF WORK

N:\Projects\0753 City of Gig Harbor\0753.01 Harborview Drive Sidewalk Improvement\Contract\Amendments\Cm\2016-0606_scope_harborview sidewalks_CM.doc

Exhibit B

Consultant Labor Hour Estimate



SCJ Alliance

Client: City of Gig Harbor

Project: Harborview Drive Sidewalk Improvement

Job #: 753.01

File #: 2016-0606_fee_harborview sidewalk_CM.xlsm

Task No	Task Description	Principal Engineer	Principal	Project Engineer II	Senior Designer	Environmental Planner	Planner	Project Coordinator I	Project Accountant	EMP Cat 9	EMP Cat 10	Total
Phase 10 - Construction Administration												
Task 1	Construction Administration											
1	Administration							2.0	2.0			4.0
2	Materials Submittals			8.0								8.0
3	RFI/RFC			8.0								8.0
4	Change Orders			8.0								8.0
5	Field Changes			8.0								8.0
Subtotal Hours:				32.0				2.0	2.0			36.0
Task 2	Construction Meetings											
1	Construction Meetings		12.0	12.0								24.0
Subtotal Hours:			12.0	12.0								24.0
Total Hours All Tasks:			12.0	44.0				2.0	2.0			60.0
Total Direct Labor Estimate			\$2,760.00	\$5,720.00				\$170.00	\$290.00			\$8,940.00
Total Hours All Phases			12.0	44.0				2.0	2.0			60.0
Total Direct Labor Estimate All Phases			\$2,760.00	\$5,720.00				\$170.00	\$290.00			\$8,940.00

EXHIBIT B

Consultant Fee Determination



SCJ Alliance

Client: City of Gig Harbor
 Project: Harborview Drive Sidewalk Improvement
 Job #: 753.01
 File #: 2016-0606_fee_harborview sidewalk_CM.xlsm

Consultant Fee Determination

SALARY COST

Discipline	Hours	Rate	Amount
Principal Engineer	0.0	\$245.00	\$0
Principal	12.0	\$230.00	\$2,760
Project Engineer II	44.0	\$130.00	\$5,720
Senior Designer	0.0	\$115.00	\$0
Environmental Planner	0.0	\$115.00	\$0
Planner	0.0	\$110.00	\$0
Project Coordinator I	2.0	\$85.00	\$170
Project Accountant	2.0	\$145.00	\$290
EMP Cat 9	0.0	\$0.00	\$0
EMP Cat 10	0.0	\$0.00	\$0

Subtotal: 60.0 Total Salary Cost \$8,940

SUBCONSULTANTS

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Subconsultant Fee		\$0
Subconsultant Markup:		\$0
Total Subconsultants		\$0

REIMBURSABLES

Copies, Reproductions, etc	2.0%	of Total Salary Cost	\$179
Mileage:	260	miles at \$0.650	\$169

Total Expenses: \$348

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) \$9,288

MANAGEMENT RESERVE FUND (MRF)

Management Reserve of Subtotal \$0

Total Estimated Budget:	\$9,288
--------------------------------	----------------

**PROFESSIONAL SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KRAZAN AND ASSOCIATES, INC.**

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

RECITALS

WHEREAS, the City is presently engaged in Harborview Sidewalk Improvements Project and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four Thousand One Hundred Seventy-Five Dollars and Zero Cents (\$4,175.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 17 herein.

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

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

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

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

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

7. **Indemnification.**

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

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

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

8. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
Krazan and Associates, Inc.
ATTN: James Marshall
922 Valley Ave NW, Suite 101
Puyallup, WA 98371
(253)939-2500 FAX (253)939-2556

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

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Jill Guernsey

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



Krazan & ASSOCIATES, INC.

GEOTECHNICAL ENGINEERING • ENVIRONMENTAL ENGINEERING
CONSTRUCTION TESTING AND INSPECTIONS

June 7, 2016

KA Proposal No. T16174WAK
Page 1 of 1

Trent Ward
CITY OF GIG HARBOR
3510 Grandview Street,
Gig Harbor, WA 98335

Tel: (253) 853-7637
Email: wardt@cityofgigharbor.com

**RE: CONSTRUCTION TESTING AND INSPECTION SERVICES FOR:
Harborview Drive Sidewalk Improvements**
Harborview Drive
Gig Harbor Washington

Dear Mr. Ward,

We greatly appreciate and thank you for the opportunity to submit this Proposal and Agreement for Testing and Inspection services for the above referenced project, which is based off of our review of the plans prepared by SCJ Alliance dated 5-11-16. Should you have any questions, please feel free to contact our office. We look forward to working with you.

The fee charges for projects under this Agreement are:

Scope: Testing and Inspection Services	Unit(s)	Rate	Estimated Total
Materials Testing Technician	40	\$55.00 hr.	\$2,200.00
Select Borrow MDR – Grain size Analysis w/ Proctor	1	\$300.00 ea.	\$300.00
CSBC MDR – Grain Size Analysis w/ Proctor	1	\$300.00 ea.	\$300.00
HMA – Asphalt Content/Gradation/Max Theoretical Unit WT	1	\$335.00 ea.	\$335.00
Concrete Compression Samples	20	\$20.00 ea.	\$400.00
Sample Pickup	7	\$50.00 ea.	\$350.00
Project Administration/Report Processing	2	\$50.00 hr.	\$100.00
Project Management	2	\$95.00 hr.	\$190.00
Estimated Cost for Testing and Inspection Services			\$4,175.00

- Prices are subject to change if this Agreement is not executed within thirty (30) calendar days.
- Services will be performed on a “time and materials cost not to exceed” basis. Any total estimates provided are merely estimates and are not a guaranteed maximum price. If more or less hours are requested the price and quantities will need to be adjusted accordingly. A two (2) hour minimum charge applies to all inspection services and all inspections performed will be billed one way as requested by City of Gig Harbor. Twelve (12) hours’ notice of cancellation required on all jobs.

Additional services requested in addition to the above will be *billed at our current rates*. It is our understanding that the City of Gig Harbor will provide a Professional Services Agreement for execution for the scope of work outlined in this proposal. All work is subject to credit approval and a retainer may be required prior to commencement of our services.

The following items are included as an Attachment:

Attachment A – No Attachment - City of Gig Harbor will provide a Professional Services Agreement

Respectfully submitted,

KRAZAN & ASSOCIATES, INC.

Wes Mahan

Wes A. Mahan
Operation Manager
Peninsula Division



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

Subject: Salary Commission Report and Recommendation

Proposed Council Action:

No action required.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk *M. Towslee*

For Agenda of: June 13, 2016

Exhibits: Salary Commission Minutes; Report and Recommendations

Initial & Date

Concurred by Mayor: *5/11/16*
Approved by City Administrator: *Ron W 6/7/16*
Approved as to form by City Atty: *by email 6-6*
Approved by Finance Director: *JP 6-6*
Approved by Department Head: _____

Expenditure	Amount to be	Appropriation
Required: see fiscal consideration	Budgeted	Required \$0

INFORMATION / BACKGROUND

An independent salary commission was established in 2008 to review and establish the salaries of the Mayor and the Councilmembers in accordance with state law. Because of the economic downturn, the commission was put on hold. In 2012 they made a recommendation to increase salaries in 2013. They met in 2014 but no recommendations were made to amend the Mayor or Council salaries. As prescribed by Code, the committee met on April 28, 2016 and May 18, 2016 to discuss salaries.

BOARD OR COMMITTEE RECOMMENDATION

The consensus of the Commission was to acknowledge the dedication and hard work of the Mayor and City Councilmembers. An increase in the workload, the complexity of issues, and the time commitment required to serve were all noted. The Salary Commission determined that it would be appropriate to increase in the current compensation which has been frozen since 2013.

The recommendation that came from this discussion was to increase the Council's compensation from \$600 per month to \$650 per month, and to increase the Mayor's compensation from \$1500 per month to \$1600 per month. These increases were recommended to begin with the calendar year 2017.

A summary of the recommendations will be published two times in the legal newspaper as required by law.

FISCAL CONSIDERATION

The total compensation as outlined in the recommendation results in an additional \$2,400 a year for the Mayor and \$4,200 a year for seven Councilmembers.

MINUTES
City of Gig Harbor Salary Commission
April 28, 2016 – 8:00 a.m.
Executive Conference Room

Call to Order: Chair Tony Michaelson called the meeting to order at 8:04 a.m.
Present: Tony Michaelson, Rosalie Williamson, Ron Lyse, Harris Atkins, and Molly Towslee.

New Business:

1. Introductions.

2. Appointment of Chair and Vice Chair.

MOTION: Move to nominate Tony Michaelson to Chair.
Atkins /

AMENDMENT: Move to nominate Tony Michaelson to Chair and Harris Atkins
to Vice Chair.
Williamson / Atkins – unanimously approved.

3. Approval of Minutes April, 22, 2014.

MOTION: Move to approve the minutes as presented.
Atkins / Williamson – unanimously approved.

4. Review of current salaries and past adjustments.

Clerk Molly Towslee gave a brief description of the Council Committees and other special committees that our Elected Officials attend in addition to the Council Meetings; the comparable cities used for salary comparisons; a brief comparison of the differences in a Strong Mayor form of government, and the financial health of the city. She also presented a history of the actions taken by the Salary Commission in the past. She explained that the Salary Commission has the option to make a recommendation to increase or decrease the Mayor and Council salaries, or to leave them as they are.

The Commissioners asked questions, and debated on what they would like to do. Mr. Atkins said that adequate compensation is a measure of respect for the job the elected officials perform. He explained that three things must be considered:

- a) If the job has changed;
- b) Whether the value of compensation decreased over the years; and
- c) Are we paying enough to attract qualified candidates?

5. Recommendations for future action. Clerk Towslee was asked to provide the State Cost of Living Increases over the past few years. When they receive that information, a meeting can be called to discuss this further.

Adjourn: The meeting adjourned at 8:45 a.m.

MINUTES
City of Gig Harbor Salary Commission
May 18, 2016 – 8:00 a.m.
Executive Conference Room

Call to Order: Chair Tony Michaelson called the meeting to order at 8:04 a.m.
Present: Tony Michaelson, Rosalie Williamson, Ron Lyse, Harris Atkins, and Molly Towslee.

New Business:

1. Approval of Minutes for April 28, 2016.

MOTION: Move to adopt the minutes of April 28th as written.
Atkins / Williamson – unanimously approved.

2. Review of current salaries and Cost Of Living Adjustment (COLA).

Mr. Atkins asked if we could have a figure that represents the percentage change to the salaries if COLAs had been included. Molly retrieved a calculator and performed the increase to salaries for both Mayor and City Council beginning in 2012. The results:

<u>Council:</u>	2012 Baseline Salary	=	\$600.00
	2013 COLA @ 2.7%	=	\$616.20
	2014 COLA @ 1.2%	=	\$623.59
	2015 COLA @ 2.2%	=	\$637.31
	2016 COLA @ 1.1%	=	\$644.32

It was noted that other jurisdictions round off the numbers. The Commissioners discussed a recommendation for \$650.00. They all agreed and said there was sufficient rationale to make that recommendation as these are the same COLAs used for city employee salary increases.

<u>Mayor:</u>	2012 Baseline Salary	=	\$1500.00
	2013 COLA @ 2.7%	=	\$1540.50
	2014 COLA @ 1.2%	=	\$1558.99
	2015 COLA @ 2.2%	=	\$1593.29
	2016 COLA @ 1.1%	=	\$1610.82

They agreed to round out this number to a recommendation for \$1600.00 a month.

There was discussion on what happens from here. Molly clarified that this would go before Council and would be published in the Gateway.

MOTION: Move we increase the City Council salary to \$650.00 a month and to increase the Mayor's salary to \$1600.00 a month, based on the Cost of Living data, and to become effective January 1, 2017.
Atkins / Williamson – unanimously approved.

3. Recommendation for future action.

City Clerk to move forward with the recommendation.

Adjourn: The meeting adjourned at 8:18 a.m.

REPORT AND RECOMMENDATIONS 2016 CITY OF GIG HARBOR SALARY COMMISSION

Summary of Recommendations

An increase from \$600 to \$650 per month for Council Members and an increase from \$1500 to \$1600 per month for the position of Mayor beginning Jan. 1, 2017 were approved by a 4-0 vote at the May 18, 2016 meeting.

Composition of the Salary Commission

The Salary Commission was established by Ordinance No. 1136 in 2008 as an independent decision-making body charged with setting salaries for City of Gig Harbor elected officials in accordance with state law. The Commission is made up of five members, but one position remains vacant. Commission members serve a four-year term.

The 2016 Salary Commission is composed of the following members:

	<u>Appointed</u>	<u>End of Term</u>
Harris Atkins	03/14	03/31/18
Tony Michaelson	03/16	03/31/20
Rosalie Williamson	03/14	03/31/18
Ronald Lyse	03/16	03/31/20
Vacant Position		03/31/20

The Salary Commission must meet at least once every two years during even years, and may meet any number of times necessary to establish salaries for the Mayor and Council.

Any new salary schedule must be filed with the City Clerk no later than June 30th. Once a schedule has been filed, the Commission will not meet until the following year.

Information Considered by the Commission

To arrive at a decision, the Salary Commission received the following information:

- 2015 Salary Data from comparable and surrounding cities, including population.
- COLA Data 2010 – 2016.
- Estimated number of hours spent (on a monthly basis) by Council Members conducting Council business

Proceedings and Discussions

- Salary Commission members Atkins, Williamson, Lyse, and Michaelson met on April 28, 2016 and again on May 18, 2016 to discuss the Mayor and City Councilmembers' compensation. The Commission spent time reviewing the data provided by staff, which included 2015 Salary Data from comparable and surrounding cities, including population, COLA Data 2010 – 2016, and the estimated number of hours spent (on a monthly basis) by the Mayor and Council Members conducting Council business.

Members acknowledged that the Mayor's and Council's compensation was within the ranges of comparable cities. Although their workload had increased since last review, there had been no adjustment to their salaries.

The consensus of the Commission was to acknowledge the dedication and hard work of the Mayor and City Councilmembers. An increase in the workload, the complexity of issues, and the time commitment required to serve were all noted. The Salary Commission determined that it would be appropriate to increase in the current compensation; frozen since 2012.

The Commission decided to use the Cost of Living Adjustment numbers used by the city:


- 2013 COLA = 2.7%
- 2014 COLA = 1.2%
- 2015 COLA = 2.2%
- 2016 COLA = 1.1%

The recommendation that came from this discussion were made in the form of a motion:

MOTION: Move we increase the City Council salary to \$650.00 a month and to increase the Mayor's salary to \$1600.00 a month, based on the Cost of Living data, and to become effective January 1, 2017.
Atkins / Williamson – unanimously approved.

Notice of this action will be printed in the Peninsula Gateway Legal Section two times as prescribed by ordinance.

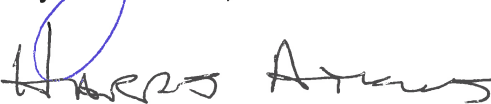
Respectfully Submitted:



Tony Michaelson, Chair

6-3-16


Date



Harris Atkins

6/2/2016

Date



Rosalie Williamson

June 1, 2016

Date



Ron Lyse

6/1/16

Date



Business of the City Council City of Gig Harbor, WA

Subject: Public Hearing and First Reading of Ordinance - Update of GHMC Title 15 Buildings and Construction

Dept. Origin: Building/Fire Safety

Proposed Council Action:

Prepared by: Paul Rice *PR*

Hold public hearing regarding updates to GHMC Title 15 (Buildings and Construction)

For Agenda of: June 13, 2016

Option 1)

Exhibits: Title 15 updates
Substitute Senate Bill 6284
WA Fire Fatality Report
Brief - Myth vs Fact

Approve the adoption of the updated GHMC Title 15 as presented. (Majority +1 required)

Option 2)

Consider approval of the ordinance at second reading.

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial &
Date

PR 6-9-16
PR 6-9-16
PR 6-7-16
PR 6/9/16
PR 6/8/16

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

On July 1, 2016 the triennial update to the State Building Code (SBC) will go into effect. In accordance with state law, all local jurisdictions with responsibility for enforcing the SBC must, at a minimum, adopt the updated SBC.

In this update, the State is adopting the 2015 editions of the *International Building, Residential, Fire, Mechanical, Fuel Gas, Existing Building and Energy Conservation Codes* promulgated by the International Code Council and the *Uniform Plumbing Code* promulgated by the International Assn. of Plumbing and Mechanical Officials, with particular state amendments.

At the local level the adoption of IRC Appendix Chapter V (WAC51-51-60107) is proposed. Appendix V requires that "an approved automatic sprinkler system shall be installed in all new one-family and two-family dwellings and townhouses..." Recently the State Legislature passed SSB 6284. This Bill was sponsored by the Senate Committee on Government Operations & Security and prevents water-sewer districts from prohibiting the use of multipurpose fire sprinkler systems for single family homes or townhouses or requiring a separate water meter or backflow preventer for multipurpose fire sprinkler systems.

In years past one of the arguments made by opponents of residential sprinkler systems was based on the costs associated with the prohibition of economical multipurpose fire sprinkler systems by some water-sewer districts. This obstacle is no longer an issue with the provisions of SSB 6284 going into effect on June 28, 2016 just three days prior to the SBC adoption.

Many additional barriers have been addressed such as the lack of education and preferred design by providing comprehensive reports, prescriptive paths and referenced standards. For example the Washington State Fire Marshal's Annual Fire Fatality Report, NFPA 13D and IRC Code Section P2904. Locally, the City provides over the counter expedited plan review and same day inspections of residential sprinkler systems. Permit costs are set, predictable, fees not based on valuation. Due to a robust infrastructure the use of standard domestic water meters is the norm. Shut-off complications and backflow concerns are not issues with multipurpose systems.

Residential fire sprinklers provide critical fire suppression and occupant protection, reducing the risk of dying in a fire by 80%.

FISCAL CONSIDERATION

There is no additional fiscal impact to the City in the adoption of this ordinance. Effects on the cost of construction related to local amendments have been estimated at less than 1 percent of overall construction costs.

BOARD OR COMMITTEE RECOMMENDATION

The Council's Planning & Building Committee has recommended approval of this update of Title 15.

The City's Building Code Advisory Board has recommended approval of this update of Title 15.

RECOMMENDATION/MOTION

Conduct public hearing and Approve the adoption of the updated GHMC Title 15 as presented.

ORDINANCE NO. 1338

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDINGS AND CONSTRUCTION; ADOPTING THE 2015 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FUEL GAS CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE AND THE UNIFORM PLUMBING CODE BY REFERENCE; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 15.06.020 AND 15.10.040; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Washington State Legislature adopted the state building code, to be effective in all counties and cities in Washington (RCW 19.27.031); and

WHEREAS, the state building code is comprised of a number of published codes, which are adopted by reference in the 2015 editions; and

WHEREAS, the City needs to adopt the 2015 editions locally, for enforcement purposes; and

WHEREAS, the City of Gig Harbor may adopt local amendments to the building code, consistent with chapter 19.27 RCW; and

WHEREAS, the City finds that the local amendments contained herein are desirable to protect the public; Now, therefore:

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

Section 1. Section 15.06.020 of the Gig Harbor Municipal Code is amended as follows:

15.06.020 State building code adoption.

The following codes, together with the specifically identified appendices and the amendments in the Washington Administrative Code (WAC), First Edition (dated November 13, 2015) and as further amended in this title, are hereby adopted by reference:

A. The International Building Code, 2015 Edition, as published by the International Code Council, Inc., including Appendix J, and as amended pursuant to Chapter 51-50 WAC;

B. The International Residential Code, 2015 Edition, as published by the International Code Council, Inc., including Appendix Chapter G and V as amended pursuant to Chapter 51-51 WAC;

C. The International Mechanical Code, 2015 Edition, as published by the International Code Council, Inc., including Appendix A, as amended pursuant to Chapter 51-52 WAC;

D. The International Fuel Gas Code, 2015 Edition, as published by the International Code Council, Inc., as amended pursuant to Chapter 51-52 WAC;

E. The International Fire Code, 2015 Edition, as published by the International Code Council, Inc., including Appendix Chapters B, C, F, I and J, as amended pursuant to Chapter 51-54A WAC;

F. The Uniform Plumbing Code, 2015 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended pursuant to Chapter 51-56 WAC, including Appendix Chapters A, B, and I;

G. The International Existing Building Code, 2015 Edition, as published by the International Code Council, Inc., including Appendix Chapter A;

H. The Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, published by the International Conference of Building Officials;

I. The International Energy Conservation Code, Commercial, 2015 Edition, as published by the International Code Council, and as amended pursuant to Chapter 51-11C WAC;

J. The International Energy Conservation Code, Residential, 2015 Edition, as published by the International Code Council, and as amended pursuant to Chapter 51-11R WAC. (Ord. 1263 § 1, 2013; Ord. 1186 § 2, 2010; Ord. 1128 § 1, 2008; Ord. 1039 § 1, 2006; Ord. 983 § 2, 2005).

Section 2. Subsection R109.1.6, Energy efficiency inspection, of Section 15.10.040 of the Gig Harbor Municipal Code is amended as follows:

15.10.040 Amendment to IRC Section R109.1.

Section R109.1 of the IRC is amended as follows:

R109.1.6 Energy efficiency inspection. Inspections shall be made to determine compliance with the International Energy Conservation Code, Residential, 2015 Edition (Chapter 51-11R WAC); and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

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. Copies of Codes Filed with City Clerk. Pursuant to RCW 35A.12.140, copies of all of the codes adopted by reference in this Ordinance have been filed with the City Clerk for use and examination by the public prior to adoption.

Section 5. Effective Date. This Ordinance shall take effect and be in full force July 1, 2016., more than five days after 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 13th day of June, 2016.

CITY OF GIG HARBOR

JILL GUERNSEY, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA SUMMERFIELD

FILED WITH THE CITY CLERK: 06/07/16
PASSED BY THE CITY COUNCIL: 06/13/16
PUBLISHED: 06/16/16
EFFECTIVE DATE: 07/01/16
ORDINANCE NO: 1338

CERTIFICATION OF ENROLLMENT

SUBSTITUTE SENATE BILL 6284

Chapter 14, Laws of 2016

64th Legislature
Veto Override 2016 1st Special Session

MULTIPURPOSE FIRE SPRINKLER SYSTEMS--WATER-SEWER DISTRICT
PROHIBITIONS

EFFECTIVE DATE: 6/28/2016

Passed by the Senate February 9, 2016
Yeas 48 Nays 0

BRAD OWEN

President of the Senate

Passed by the House March 1, 2016
Yeas 97 Nays 0

FRANK CHOPP

Speaker of the House of Representatives

CERTIFICATE

I, Hunter G. Goodman, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **SUBSTITUTE SENATE BILL 6284** as passed by Senate and the House of Representatives on the dates hereon set forth.

HUNTER G. GOODMAN

Secretary

FILED

March 30, 2016

Vetoed March 10, 2016 10:17 PM

JAY INSLEE

Governor of the State of Washington

Secretary of State
State of Washington

SUBSTITUTE SENATE BILL 6284

Passed Legislature - Veto Override 2016 1st Special Session

State of Washington 64th Legislature 2016 Regular Session

**By Senate Government Operations & Security (originally sponsored by
Senators Takko and Roach)**

READ FIRST TIME 01/29/16.

1 AN ACT Relating to preventing water-sewer districts from
2 prohibiting multipurpose fire sprinkler systems; and adding a new
3 section to chapter 57.02 RCW.

4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

5 NEW SECTION. **Sec. 1.** A new section is added to chapter 57.02
6 RCW to read as follows:

7 (1) A water-sewer district may not prohibit the use of
8 multipurpose fire sprinkler systems that are part of a structure's
9 plumbing system for single-family homes and townhouses as defined by
10 the state residential building code or require a separate water meter
11 or backflow preventer for the multipurpose fire sprinkler system.

12 (2) For the purposes of this section, "multipurpose fire
13 sprinkler system" means a fire sprinkler system that:

14 (a) Is supplied only by the purveyor's water;

15 (b) Does not have a fire department pumper connection;

16 (c) Is constructed of approved potable water piping and materials
17 to which sprinkler heads are attached; and

18 (d) Terminates at a connection to a toilet or other plumbing
19 fixture to prevent stagnant water.

Passed by the Senate February 9, 2016.

Passed by the House March 1, 2016.

Vetoed by the Governor March 10, 2016.
Filed in Office of Secretary of State March 30, 2016.

--- END ---

FIRE FATALITY REPORT

2015



WASHINGTON
STATE FIRE MARSHAL'S OFFICE

JAY INSLEE



JOHN R. BATISTE

STATE OF WASHINGTON

WASHINGTON STATE PATROL

General Administration Building • PO Box 42642 • Olympia, WA 98504-2642 • (360) 596-3900 • www.wsp.wa.gov

April 1, 2016

TO: Partners in Fire Safety
FROM: State Fire Marshal Charles Duffy
SUBJECT: 2015 Fire Fatality Report

This is the 2015 Fire Fatality Report, a useful summary of the fire fatality incidents reported to the State Fire Marshal's Office by fire and law enforcement agencies in our state.

The information contained in this annual report details the following:

- There were 52 fire related fatalities reported in 2015.
- The number of fire related fatalities increased slightly; up 13% from 2014.
- Seventy-five percent of all fire related fatalities occurred in residential occupancies.
- When smoke alarms were present, they were operational only 39% of the time.
- Overall, adults age 40 or older face the greatest relative risk of dying in a fire.
- Children under the age of 10 accounted for 13.5% of all fire related fatalities.

I would like to extend special thanks to the many agencies in our state, who work extremely hard to manage, track, and report these incidents to our office in a timely manner.

The information outlined in this report provides awareness on the life-saving value and need for working fire protection devices.

Sincerely,

A handwritten signature in blue ink that reads "C.M. Duffy".

State Fire Marshal Charles M. Duffy
Fire Protection Bureau

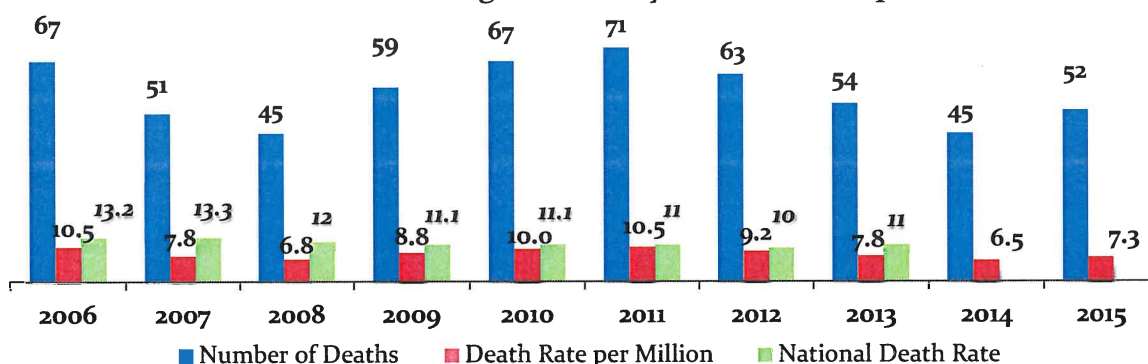
DATA SOURCES

The fire fatality data used for this report was received from fire and law enforcement agencies throughout Washington State and collected into a centralized database for analysis and report development in accordance with Revised Code of Washington 43.44.060. The primary purpose of this annual report is to help raise awareness about the danger and frequency of fire fatalities that occur in Washington State.

NUMBER OF FIRE FATALITIES

In 2015, there were 52 fire fatalities reported to the Office of the State Fire Marshal by fire agencies across the state of Washington. This represents a 13% increase compared to the previous year, placing Washington's fire fatality rate at 7.3 per million people¹. According to the latest available statistics from the United States Fire Administration (2013 figures), the national fire death rate was 11.0 per million people – Washington ranked 11th lowest in the nation.

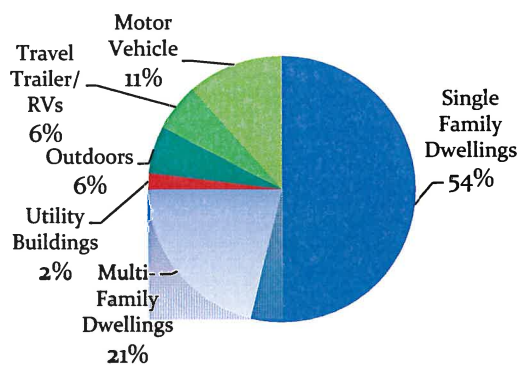
Fire Fatalities in Washington State by Year and Rate per Million



2015 AREA OF ORIGIN

Washington State statistics indicate that nearly all structure fire deaths occur in places where people live or sleep. In 2015, 75% of the fire fatalities occurred in residential occupancies. Single-family dwellings alone accounted for 54% of reported fire fatalities, including 9 deaths in mobile homes. Multi-family dwellings accounted for nearly 21% of all fire deaths.

Occupancy Categories	Total	% of Total
Single Family Dwellings	28	54%
Multi-Family Dwellings	11	21%
Utility Buildings	1	2%
Outdoor	3	6%
Travel Trailer/Recreational Vehicle	3	6%
Motor Vehicle	6	11%
Total	52	100%



¹ Annual population figures are determined by the Washington State Office of Financial Management for all cities and towns in the state on April 1 of each year.

CAUSE OF FIRE IGNITION

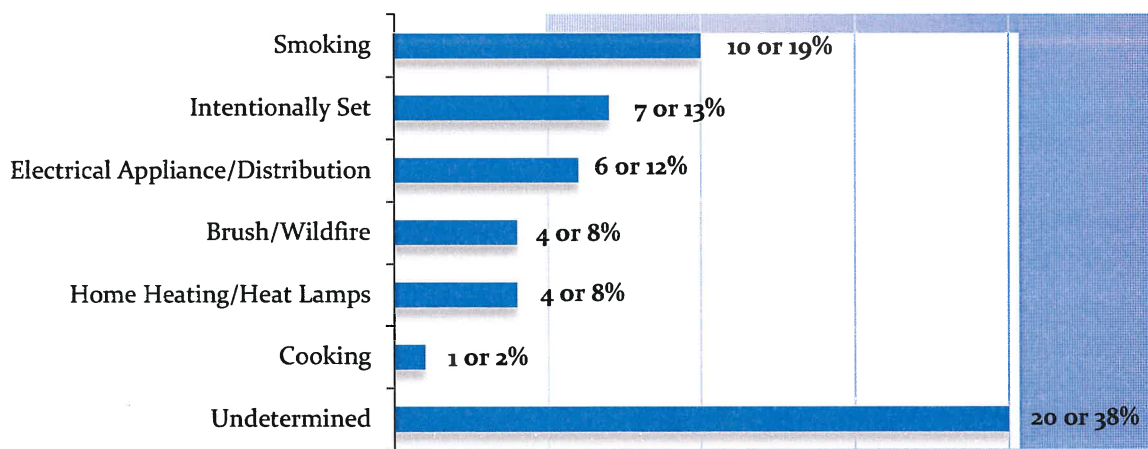
The leading cause of fire ignition resulting in fatality is attributed to smoking-related fires, resulting in approximately 19% of the total fire fatalities in 2015. High risk behaviors, such as smoking in sleeping or lounging areas; smoking while using medical oxygen; and smoking while under the influence of mind altering drugs or alcohol should be avoided.

Intentionally set fires were the secondary leading cause of fire fatalities. These fires were either caused by persons committing suicide (5) or intentional act by another person (1). In some cases, psychological disturbances and impairments from drugs and/or alcohol were contributing risk factors.

The third leading cause of fire fatalities in 2015 resulted from electrical-related fires. Electrical-related fires are caused by misuse or poor maintenance of electrical equipment, improperly installed wiring, overloaded circuits, or the use of extension cords in place of permanent wiring.

In the cases of undetermined fires, the exact fire causes could not be clearly identified by the fire investigator.

2015 Fire Fatalities by Category



RISK BY AGE AND GENDER

Age and gender are factors that impact an individual's ability to escape a fire. As people age, they may become unable to react quickly in emergency situations, they may take medications that slow their ability to make rapid decisions, they may not be able to hear smoke alarms sounding, or they may be home alone at the time a fire starts.

In 2015, thirteen percent of fire fatality victims were children ages 10 and under; the majority of these fires were related to unsafe home heating behaviors during the colder winter months. Children are at significant risk in fire situations as well. Young children may not be capable of escaping or knowing the dangers of fire exposure. Their ability to escape may be dependent upon other occupants.

Overall, approximately 60% of people that died in 2015 were age 40 or older; this category facing the greatest relative risk of dying in a fire. Like age, gender also plays a role in the risk of death. Over the past 10 years, state fire fatality figures indicate that more men die in fires than women. Fire fatality reports in 2015 indicated that approximately 52% of fire victims were male.

Age Group	Female		Male		Grand Total	% of Total
	Total	% of Total	Total	% of Total		
10 & Under	5	9.6%	2	3.8%	7	13.5%
11 - 19	0	0.0%	0	0.0%	0	0.0%
20 - 29	2	3.8%	4	7.7%	6	11.5%
30 - 39	3	5.8%	5	9.6%	8	15.4%
40 - 49	0	0.0%	2	3.8%	2	3.8%
50 - 59	5	9.6%	3	5.8%	8	15.4%
60 - 69	2	3.8%	6	11.5%	8	15.4%
70 - 79	3	5.8%	3	5.8%	6	11.5%
80 & Older	5	9.6%	2	3.8%	7	13.5%
Total	25	48.1%	27	51.9%	52	100.0%

MULTIPLE DEATH INCIDENTS

January – Two Arlington men died from injuries they sustained when their mobile home caught fire. The source of ignition remains undetermined. It is unknown if there were smoke alarms present in the home.

February

- 1.) A morning house fire killed a Spokane man and woman. The occupants were known to smoke cigarettes in bed. Investigators say the fire originated in a bedroom between a mattress and a wall. The home did not have working smoke alarms.
- 2.) A mother and her two daughters were killed when a fire broke out on the back porch of their Winlock home. Investigators determined that heat lamps were located too close to combustibles for the family’s chickens. Smoke alarms did alert occupants, however, age and sleeping were contributing factors.

July – Improper disposal of cigarettes is believed to have started an apartment fire that left two Colville boys dead. The apartment was equipped with smoke alarms, however, it is unknown if they were operational.

August

- 1.) A motorhome fire in Elk left two residents dead. The source of ignition remains undetermined. Smoke alarms were not present.
- 2) Three U.S. Forest Service firefighters died when their crew vehicle became entrapped by increased wildfire activity on the Twisp River Fire.

December – A family of three were killed near Wapato when their mobile home caught fire. The fire was likely due to electrical issues inside the home. Smoke alarms were not present.

FIRE FATALITIES & FIRE PROTECTION DEVICES

Properly installed and maintained fire protection devices such as smoke alarms and fire sprinklers play a key role in reducing the loss of life in fires. According to the United States Fire Administration, three out of five home fire deaths results from fires in properties without working smoke alarms.

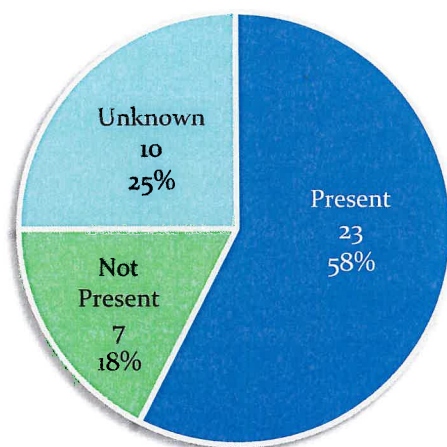
Smoke alarms are designed to detect smoke and provide early notification to building occupants. Fire sprinklers provide critical fire suppression and occupant protection, reducing the risk of dying in a home fire by 80%².

The charts and information listed below illustrate the features of fire protection reported for the 40 structure fire fatalities that occurred during 2015.

Findings for smoke alarms or detectors:

- 9 fire fatalities occurred in areas where smoke alarms or detectors were present and operational. Human factors – such as the person’s age, being asleep, under the influence of drugs or alcohol, or having physical or mental impairment – may have contributed to the individual not escaping the fire.
- 5 fire fatalities occurred where the smoke alarms or detectors were reported to be inoperable.

Presence of Detector/Alarm



Operation of Detector/Alarm



Findings for fire sprinklers:

- One fire fatality occurred in a room equipped with a fire sprinkler suppression system. The room’s sprinkler head was activated, containing fire damage to the room of origin. The 28 year old male was impaired by drug use.

² Source: National Fire Protection Association figures.

ACKNOWLEDGEMENTS

This annual report was produced through the energies and talents of the Fire Protection Bureau staff. To these individuals we offer our sincerest thanks for their assistance with the production and accuracy of this report. We would also like to offer a special thanks to the fire and law enforcement agencies for submitting their incident reports in a timely and professional manner. To submit questions or comments regarding this report, please email the following: fireworks@wsp.wa.gov

PREVENT FIRES
IT'S YOUR JOB!

The truth about home fire sprinklers

Fires in the home pose one of the biggest threats to the people of your community. In 2013, U.S. fire departments responded to an estimated 1,240,000 fires. These fires caused 3,240 civilian deaths. Of those deaths, 83% occurred in the home, the very place people feel most safe.

All national model safety codes include fire sprinklers as a minimum safety requirement for new home construction. Homes built without sprinklers lack a crucial element of fire protection.

Because sprinklers have been around for so long, the evidence is clear that they are a proven way to protect lives and property against fires at home – responding quickly and effectively to the presence of a nearby fire, and requiring minimal maintenance by homeowners.

Fast Facts

- In 2013, there was a civilian fire death every 2 hours and 42 minutes in the United States.
- The risk of dying in a home fire decreases by about 80% if sprinklers are present.
- Home fire sprinklers reduce direct property damage by about 70%.
- The cost of installation averages \$1.35 per sprinklered square foot for new construction.

MYTH: “A smoke alarm provides enough protection.”

FACT: Smoke alarms alert occupants to the presence of danger, but do nothing to extinguish the fire. In a fire, sprinklers can control and may even extinguish a fire in less time than it would take the fire department to arrive.

MYTH: “Newer homes are safer homes.”

FACT: In a fire, lightweight construction materials, used in many modern homes, burn quicker and fail faster. New homes often contain modern furnishings made of synthetic materials which, in a fire, can create a highly toxic environment, greater fuel load, and faster fire propagation.

MYTH: “Home fire sprinklers often leak or activate accidentally.”

FACT: Leaks are very rare, and are no more likely than leaks from a home’s plumbing system. A sprinkler is calibrated to activate when it senses a significant heat change. They don’t operate in response to smoke, cooking vapors, steam, or the sound of a smoke alarm.

MYTH: “When a fire occurs, every sprinkler will activate and everything in the house will be ruined.”

FACT: In the event of a fire, typically only the sprinkler closest to the fire will activate, spraying water directly on the fire, leaving the rest of the house dry and secure. Roughly 85% of the time, just one sprinkler operates.

MYTH: “Sprinklers are unattractive and will ruin the aesthetics of the home.”

FACT: New home fire sprinkler models are very unobtrusive, can be mounted flush with walls or ceilings, and can be concealed behind decorative covers.

MYTH: “Sprinklers are not practical in colder climates, as the pipes will freeze and cause water damage.”

FACT: With proper installation, sprinklers will not freeze. NFPA 13D, *Standard for the Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes*, includes guidelines on proper insulation to prevent pipes from freezing.

MYTH: “The water damage caused by sprinklers will be more extensive than fire damage.”

FACT: In a fire, sprinklers quickly control heat and smoke. Any water damage from the sprinkler will be much less severe than the damage caused by water from firefighting hose lines. Fire departments use up to 10 times as much water to extinguish a home fire as fire sprinklers would use to extinguish the same fire.

Free information about home fire sprinklers



The Fire Sprinkler Initiative (FSI), a project of the National Fire Protection Association, aims to increase the number of new, one- and two-family homes protected by sprinklers. The FSI website offers free research and resources to help advocates promote the fact that sprinklers are necessary in new construction.
www.firesprinklerinitiative.org



The Home Fire Sprinkler Coalition (HFSC) is a leading resource for accurate, noncommercial information and materials about home fire sprinklers for consumers, the fire service, builders, and other professionals. HFSC offers free educational materials about sprinklers and how they provide affordable protection to your community.
www.homefiresprinkler.org