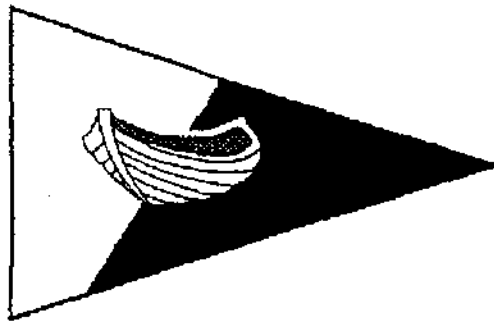


**GIG HARBOR  
CITY COUNCIL MEETING**



**FEBRUARY 27, 1995**

**7:00 P.M., CITY HALL COUNCIL CHAMBERS**



**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**February 27, 1995 - 7:00 p.m.**

**PUBLIC COMMENT/DISCUSSION:**

**CALL TO ORDER:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE:**

1. Letter Regarding Fire at Murphy's Landing.
2. AWC - Wellness Program.

**OLD BUSINESS:**

1. Second Reading - Ordinance for Annexation 91-07 Wollochet Interchange.
2. Design Guidelines Technical Committee Appointments.
3. Proclamation and Agreement Draft for a Sister City.

**NEW BUSINESS:**

1. North Harborview Drive Professional Services Contract.
2. Employee and Supervisory Guild Contracts - 1995.
3. De Novo Appeals Contract.
4. Utility Extension Capacity Agreement Request - Burnham Drive Commercial Park.
5. Approval of TAXTOOLS License Agreement.
6. Name for the East/West Road.

**MAYOR'S REPORT:**

Clean Marina + Clean Boating + Clean Water Partnership.

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

Ben Yazici - Public Works Department.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**APPROVAL OF BILLS:**

**EXECUTIVE SESSION:** To discuss litigation, property acquisition, and personnel matters.

**ADJOURN:**

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**PRE-COUNCIL MEETING WORKSESSION:**

6:30 p.m. - Design Guidelines Technical Committee Review to immediately precede the Council Meeting.



**REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 13, 1995**

**PRESENT:** Councilmembers Picinich, Ekberg, Markovich, Platt and Mayor Wilbert. Councilmember Stevens Taylor was absent.

**PUBLIC COMMENT / DISCUSSION:** None.

**SPECIAL PRESENTATION:**

1. Captain Adams Third Grade Class. Several third graders from Discovery Elementary addressed the Mayor and City Councilmembers about a project to adopt a Sister City. Jeremy Meneha, Elizabeth Smythe, Cathy Brauer, Heidi Alverson, and Barrett Schultz gave oral reports and asked Council for their consideration. Mayor Wilbert told the class that Council would make a decision within a week and she would let them know.
2. Puget Sound Regional Council - Update on Vision 2020. Mr. King Cushman, Transportation Planning Director, gave a video presentation on the latest updates on the Vision 2020 project.

**CALL TO ORDER:** 7:42 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move approval of the minutes of the January 23, 1995 meeting as presented.  
Picinich/Ekberg - unanimously approved.

**CORRESPONDENCE:**

Mayor Wilbert explained she had several pieces of correspondence, but rather than give a report, she would place them in the "To Read" basket for Councilmembers to review later. She did speak of a letter from Pierce County requesting a new name for the "East/West" road project as this name existed on another major road in Pierce County. Councilmembers suggested choosing a name from the historical list for them to consider at the next meeting.

1. Rainier Cable Commission. Mark Hoppen briefly presented this letter from Rainier Cable Commission encouraging participation in their program prompted by the recent sale of Viacom Cable.

**OLD BUSINESS:**

1. Street Lighting Services - Peninsula Light Company. Mark Hoppen gave additional information regarding the offer by Peninsula Light to purchase the city's street lights, and the increase in fees.

**MOTION:** Move we enter into a contract with Peninsula Light which allows the light company to buy all city owned street lights and provide the street lighting

service to the City at a monthly rate of \$6.80 per light.  
Markovich/Picinich - unanimously approved.

2. Second Reading - Ordinance Amendment to Building Code and Fee Schedule Resolution - Planning/Building. Ray Gilmore introduced the second reading of this ordinance and resolution to amend the fee schedule for the Planning/Building Department. He pointed out the change in language suggested by legal counsel.

**MOTION:** Move adoption of Ordinance No. 689 amending Section 15.06.035 of the Gig Harbor Municipal Code.  
Markovich/Platt - unanimously approved.

**MOTION:** Move adoption of Resolution No. 439 which establishes the Planning/Building fee schedule.  
Markovich/Platt - unanimously approved.

**NEW BUSINESS:**

1. Award of Contract for the North Harborview Drive / Harborview Drive Project. Ben Yazici presented the bid results from this project. He explained that the lowest three bids were very competitive even though the low bid was \$225,000 over the Engineer's Estimate and the budgeted amount for the project. He explained the options available, but recommended Council to award the Contract to the low bidder and to move the additional funds from capital reserve to the project fund. Councilmembers Markovich, Picinich, and Ekberg spoke in favor of moving the funds and proceeding with the project. Councilman Platt stated he opposed the award as it was 15% over the original budgeted amount at the onset of the project.

**MOTION:** Move we award the North Harborview Drive and Harborview Drive project contracts to Northwest Cascade Inc for \$1,454,365.26 and authorize the staff to make the necessary transfers of \$225,000 from the reserve accounts to pay for the difference of the budget figures and the award amount.  
Picinich/Ekberg - three voting in favor. Councilman Platt voting against.

2. Award Bid for Official Newspaper - Peninsula Gateway. Mark Hoppen explained that yearly we are required to call for bids to establish the city's official newspaper.

**MOTION:** Move to approve the Peninsula Gateway as the official newspaper for the City of Gig Harbor.  
Platt/Picinich - unanimously approved.

3. Request to Use City Park - Gig Harbor Little League. Mark Hoppen presented a request to continue using the City Park until the Gig Harbor Little League's facility on Burnham Drive is completed.

**MOTION:** Move we approve the continued use of the City Park ballfield on the same terms and conditions as previously approved.

Markovich/Platt - unanimously approved.

4. Renewal of Legal Services - Ogden, Murphy & Wallace. Mark Hoppen explained that this contract was identical to last year's, except for increases in hourly fees averaging approximately 3.0%.

**MOTION:** Move adoption of the legal services one-year contract for 1995.  
Platt/Markovich - unanimously approved.

5. Amendment to Interlocal Agreement with Peninsula School District. Mark Hoppen presented this revision to the Agreement to correct the milepost designations.

**MOTION:** Move approval of the revision to the First Amendment of the Interlocal Agreement with Peninsula School District as presented.  
Markovich/Platt - unanimously approved.

6. First Reading - Ordinance for Annexation 91-07 Wollochet Interchange. Ray Gilmore presented the first reading of this ordinance to bring this annexation to culmination. There were no comments from Council or the public. It will return at the next Council Meeting for a second reading.

7. Hearing Examiner Recommendation SDP 94-05 - Harborview Condo Marinas. *Mayor Wilbert recused herself from this item and Councilmember Platt acted as Mayor Pro Tem.*

Mayor Pro Tem Platt asked if any other Councilmembers wished to reveal any ex parte oral or written communications on this matter, or to disclose any potential appearance of fairness issues, or if any member of the audience had any appearance of fairness challenges to any of the Councilmembers or Mayor. There was no response to this query.

Steve Osguthorpe presented this application for a permit allowing expansion of three new slips. He gave a brief overview of the application and the Hearing Examiner's recommendations. Councilman Markovich voiced concerns regarding the Hearing Examiner's inattention to the non-conformance issues of the existing structure and recommended that this item be postponed until another public hearing could be scheduled to hear and consider all the concerns surrounding the application.

**MOTION:** Move we hold a public hearing on this matter on March 13th.  
Markovich/Ekberg - two voting in favor. Councilman Picinich voting against.

Bob Frisbie - 9720 Woodworth Avenue - Mr. Frisbie said that he didn't feel that the Hearing Examiner had read the Shoreline Management Plan. He said there are some philosophy, policy and interpretation questions that need to be resolved by the Council.

John Paglia. Mr. Paglia said Staff stated that the setbacks had been met, but he felt this was not correct.

*Mayor Wilbert returned to the Council Chambers at this time.*

8. Liquor License Transfer - Gabe's Restaurant. No action taken.
9. Liquor License Renewal - The Keeping Room. No action taken.

**MAYOR'S REPORT:** Emergency Preparedness.

Mayor Wilbert announced that the Staff had begun taking steps to prepare for an emergency, and that there is a reference library located in the conference room.

**COUNCIL COMMENTS:**

Councilman Platt said he thought the information received from Sally Walker, Pierce County Council, looked to him like an olive branch being extended to work together towards joint planning. Mark Hoppen explained that Ms. Walker was referring to a State Act that all jurisdictions within the County work together in relation as regional services such as health services. Although this sounds like the joint planning effort, it was not the same issue as was being pursued by the City with Pierce County at this time.

**STAFF REPORT:**

Gig Harbor Police Department. Chief Denny Richards gave an update report on the police activities to date. He stated that 1995 had started out busy and that they had had several unusual cases. He gave a brief report on the boat fire at Murphy's Landing this afternoon and how the patrol boat had assisted in saving two boats close to the burning vessel.

**ANNOUNCEMENT OF OTHER MEETINGS:** None.

**APPROVAL OF BILLS:**

**MOTION:** Move approval of warrants #13599 through #13702 in the amount of \$86,624.93.  
Platt/Markovich - unanimously approved.

**APPROVAL OF PAYROLL:**

**MOTION:** Move approval of warrants #10731 through #10848 in the amount of \$170,910.34.  
Platt/Markovich - unanimously approved.

**EXECUTIVE SESSION:**

**MOTION:** Move to go into Executive Session at 8:52 p.m. for the purpose of litigation, negotiation, and property acquisition for approximately 30 minutes.  
Picinich/Platt - unanimously approved.



**MOTION:** Move to return to regular session.  
Picinich/Markovich - unanimously approved

**MOTION:** Move to purchase the Light Company property and make sure that there is  
no contaminated soils.  
Ekberg/Picinich - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:20 p.m.  
Ekberg/Picinich - unanimously approved.

Cassette recorder utilized.  
Tape 377 Side B 192 - end.  
Tape 378 Side A 000 - end.  
Tape 378 Side B 000 - end.  
Tape 379 Side A 000 - 368.

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Mayor

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City Administrator



MURPHY'S LANDING MARINA  
3901 HARBORVIEW DRIVE  
GIG HARBOR, WA 98332

February 15, 1995

Gretchen Wilbert, Mayor  
City Of Gig Harbor  
P.O. Box 145  
Gig Harbor, WA 98335

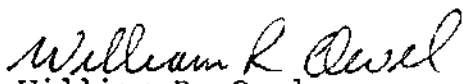
SUBJECT: Fire at Murphy's Landing Marina

Dear Mayor:

On February 13, we had all the makings for a very large and much more serious fire than what occurred. As you know, a 32 foot boat was completely destroyed. This boat was near the end of our "A" dock with boats on both sides of it and a total of some 15 other boats on the same dock. The boats on each side of the destroyed boat would have been more seriously damaged if it had not been for the rapid response of Chief Richards and Officer Busey. They were in the recently acquired Police Boat and were able to tow the two sailboats to safety that were alongside the boat where the fire started. Had the City of Gig Harbor not had the foresight to purchase the Police Boat and had Chief Richards and Officer Busey not been on the water, we would have had a lot bigger fire and a lot more property damage than what occurred.

I want to speak for the other owners at Murphy's Landing Marina and thank Chief Richards, Officer Busey and the City of Gig Harbor for their assistance and rapid response in our time of need. **THANK YOU!**

Sincerely,

  
William R. Owel  
President, Board of Directors  
Murphy's Landing Marina

cc: City Council  
Chief Richards





February 13, 1995

Ms. Molly Towslee  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Dear Molly:

On behalf of the AWC Employee Benefit Trust, I am pleased to present you with a check in the amount of \$780 for the City of Gig Harbor's participation in the Wellness Incentive Program.

The award amount is based on the number of active city employees receiving medical insurance through the Trust. Records from Northwest Administrators indicate that the City of Gig Harbor had 39 active Trust-insured employees in 1994. The payment of \$780 represents \$20 for each employee.

I am certain that the employees and the City will benefit from the variety of opportunities your program offers to support healthy lifestyle choices. I congratulate you for your efforts!

Please extend my congratulations to your employee committee.

Sincerely,

A handwritten signature in cursive script that reads "Julie McDowell". The signature is written in dark ink and includes a small flourish at the end.

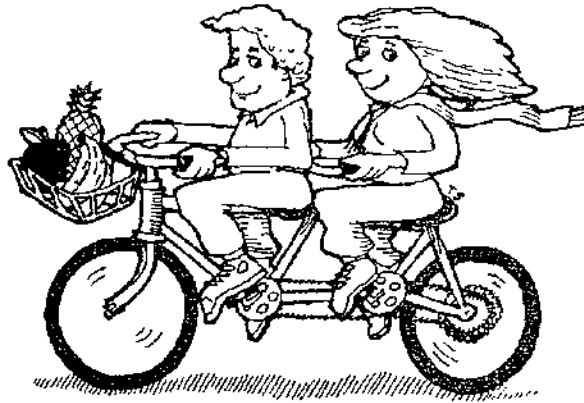
Julie McDowell  
Health Promotion Coordinator

/jm

Enclosure

cc: Mayor Gretchen Wilbert  
Mark Hoppen, City Administrator

# Wellness Award



**Certificate of Recognition**  
presented to

*Molly Towslee*

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for contributions to the health  
and fitness of employees in the

*City of Gig Harbor*

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*Judy Boerboon*

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AWC President

January 23, 1995

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Date



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** Ray Gilmore  
**DATE:** February 23, 1995  
**SUBJ.:** Second Reading - Ordinance Adopting Annexation 91-07

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### **INTRODUCTION/BACKGROUND**

The City Council adopted Resolution No. 389 (and reissued as No. 427), which is a notice of intent to annex the property associated with the Gig Harbor Interchange annexation (ANX 91-07). Pierce County Boundary Review Board approved the annexation petition and, as a requirement of law, the City must pass an ordinance adopting the annexation.

### **POLICY**

The Council's previous action on the resolution served as the intention to annex this area to the city of Gig Harbor. It is desirable to submit the ordinance to Pierce County prior to March 1 so that the city may receive its share of tax assessments for 1995.

### **RECOMMENDATION**

This is the second reading of the ordinance. Staff recommends adoption of the ordinance for the annexation of this area.

**CITY OF GIG HARBOR**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR  
ADOPTING THE ANNEXATION FOR THE AREA KNOWN AS THE GIG HARBOR  
INTERCHANGE ANNEXATION (ANX 91-07) AS SUBMITTED BY PETITIONERS  
JAMES TALLMAN, ET.AL.

WHEREAS, on July 31, 1991, a petition for annexation of approximately 150 acres was submitted for the property; and,

WHEREAS, the petition which has been certified by the City Administrator as legally sufficient containing the signatures of not less than 60% of the owners of assessed evaluation and the legal description of the subject property are attached to this resolution as exhibit "A" and made a part hereto; and,

WHEREAS, such annexation proposal is within the Urban Growth Area as established by Pierce County in the Pierce County Comprehensive Plan; and,

WHEREAS, on the 23rd of October, 1991, the City Council met with the initiating party during regular session of the Council; and,

WHEREAS, at that time the Council set forth the requirements placed on the petitioner wishing to annex as follows:

1. Assumption by the property owners their portion of the City of Gig Harbor's indebtedness;
2. The area shall be zoned as per Exhibit "B" of Council Resolution #398.

WHEREAS, on May 18, 1992 a determination of non-significance was issued for the proposal, based upon a review of the environmental documents submitted by the petitioner, in accordance with the City of Gig Harbor Environmental Policy Ordinance, Title 18 of the Gig Harbor Municipal Code; and,

WHEREAS, at a public hearing of November 9th, 1992, the City Council considered the recommendation of the City Planning Commission on preannexation zoning for the area; and,

WHEREAS, following the public hearing on November 9, the City Council remanded the preannexation zoning to the Planning Commission for the development of a contract zoning agreement which would consider the following:

1. That they specifically address screening and buffers, not only between the properties, but also to properties across the street towards the waterfall business and any future development there.



2. That they specifically address development and ownership of the wetlands as it relates to wetlands directly and to how wetlands might be developed into a park.
3. Place emphasis on one and two, then establish uses for the parcels in the annexation.

WHEREAS, the Planning Commission, at open public meetings held on December 15, 1992; February 2, February 16, February 23, and March 2, 1993, recommended approval of the petition subject to certain conditions, including the execution and recording of an agreement with the City pertaining to the preannexation zoning of the property; imposing certain use and development restrictions in order to ameliorate the adverse impact of unrestricted use and development of property in the RB-2 zone; and

WHEREAS, the City Council, at a public hearing on November 8 and December 13, 1993, considered the concomitant agreement as recommended by the Planning Commission and, in consideration of testimony offered at the public hearings, does hereby declare its intent to authorize and approve said annexation, and to accept same as a part of the City of Gig Harbor; and,

WHEREAS, the City Council finds that the portion of the property to be annexed within the interchange area north of Wollochet Drive contains site characteristics and natural environmental constraints that make it unique and worthy of special land use considerations as reflected in the performance standards in the preannexation zoning concomitant agreement; and

WHEREAS, the City Council shall comply with the procedural requirements of RCW 35A.14 to the conclusion of this annexation.

**NOW, THEREFORE, the City Council of the City of Gig Harbor ORDAINS as follows:**

Section 1. The real property described in this ordinance as "Exhibit A" is hereby annexed into the City of Gig Harbor and is accorded a zoning designation as established in the concomitant agreement per Council Resolution # 398 and #427 and which area is also within a height overlay district, as per Section 17.62 of the Zoning Code.

Section 2. This ordinance shall be in full force and take effect five (5) days after publication, according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council on this \_\_\_\_\_ day of February, 1995.

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Gretchen A. Wilbert, Mayor

ATTEST:

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Mark E. Hoppen  
City Clerk/Treasurer

Filed with the City Clerk: February 9, 1995  
Passed by the City Council:  
Date Published:  
Effective Date:

**SUMMARY OF ORDINANCE # \_\_\_\_\_**  
**GIG HARBOR INTERCHANGE ANNEXATION**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR  
ADOPTING THE ANNEXATION FOR THE AREA KNOWN AS THE GIG HARBOR  
INTERCHANGE ANNEXATION (ANX 91-07) AS SUBMITTED BY PETITIONERS  
JAMES TALLMAN, ET.AL.

Section 1. Legal description of the real property described in this ordinance as "Exhibit A" is hereby annexed into the City of Gig Harbor and is accorded a zoning designation as established in the concomitant agreement per Council Resolution # 398 and #427 and which area is also within a height overlay district, as per Section 17.62 of the Zoning Code. The annexation area is summarily described as being bounded on the west by 46th Street NW, extending from the intersection of Wollochet Drive NW and 46th Street NW, north to 72nd Street NW, then easterly approximately 1300 feet, thence northerly to the west right-of-way of SR-16, thence northerly along the right-of-way approximately 1300 feet, thence easterly approximately 1300 feet, thence south approximately 600 feet, thence westerly to the east right-of-way of SR-16, thence southerly following the right-of-way to Grandview Street street end, thence easterly to the east right-of-way line of the Tacoma City Light transmission line, thence southerly along the transmission line right-of-way approximately 3500 feet, thence westerly to Wollochet Drive NW, following Wollochet Drive NW to Hunt Street NW and ending at 46th Street NW, the point of beginning.

Section 2. Establishing an effective date of five (5) days after publication of a summary of this ordinance, according to law.

Submitted by:

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Mark E. Hoppen  
City Clerk/Treasurer

**EXHIBIT "A"**

**LEGAL DESCRIPTION FOR GIG HARBOR INTERCHANGE ANNEXATION  
ANX 91-07**

PORTIONS OF SECTIONS 7 AND 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.,  
PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HUNT STREET NORTHWEST, BEING A LINE PARALLEL WITH AND DISTANT 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID SECTION 18, WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT-OF-WAY LINE; THENCE NORTHERLY ALONG SAID PROLONGATION AND SAID WESTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF 72ND STREET NORTHWEST, BEING A LINE PARALLEL WITH AND DISTANT 30 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 7; THENCE EASTERLY ALONG SAID LAST MENTIONED PROLONGATION AND SAID NORTHERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE WESTERLY LINE OF LOT 7 OF THE PLAT OF GIG HARBOR ABANDONED MILITARY RESERVE IN SAID SECTION 7; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 7 TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 16; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO A LINE 660 FEET SOUTH OF THE NORTHERLY LINE OF SAID SECTION 7; THENCE EASTERLY PARALLEL WITH, AND 660 FEET SOUTH OF, THE NORTH LINE OF SECTION 7, ALONG SAID LINE TO THE EASTERLY LINE OF LOT 2 OF AFORESAID PLAT OF GIG HARBOR ABANDONED MILITARY RESERVE, IN SAID SECTION 7; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOTS 2 AND 3 AND/OR ITS WESTERLY PROLONGATION OF SAID PLAT IN SAID SECTION 7 TO THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID STATE ROUTE 16; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE TO SAID NORTHERLY RIGHT-OF-WAY LINE OF 72ND STREET NORTHWEST; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE EASTERLY LINE OF THE TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY, AS DESCRIBED IN QUIT CLAIM DEED TO CITY OF TACOMA, RECORDED AS AUDITOR'S FILE NO. 8205070163 AND AS SHOWN HATCHED ON EXHIBIT "A" ATTACHED THERETO, BEING SHEETS 7 AND 9 OF 52 SHEETS OF THAT CERTAIN MAP OF DEFINITE LOCATION ENTITLED SR 16, NARROWS BRIDGE TO OLYMPIC DRIVE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF STINSON AVENUE; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE NORTHWESTERLY CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED UNDER AUDITOR'S FILE NO. 2883468; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIONEER WAY; THENCE SOUTHEASTERLY IN A DIRECT LINE TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PIONEER WAY AT THE MOST

NORTHWESTERLY CORNER OF LOT 1 OF GIG HARBOR SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NO. 8402100196; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PIONEER WAY AS SHOWN ON SAID PLAT TO SAID EASTERLY LINE OF THE TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY AS SHOWN ON SHEET 9 OF SAID EXHIBIT "A"; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF KIMBALL DRIVE NORTHWEST, BEING A LINE PARALLEL AND/OR CONCENTRIC WITH AND DISTANT 30 FEET WESTERLY, MEASURED AT RIGHT ANGLES OR RADially, FROM THE FR-3 CENTERLINE AS SHOWN ON SAID SHEET 9 OF EXHIBIT "A"; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHERLY LINE OF LOT 10 OF AFORESAID PLAT OF GIG HARBOR MILITARY RESERVE, IN SAID SECTION 8; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOTS 10 AND 9 OF SAID PLAT IN SAID SECTION 8 TO THE NORTHWEST CORNER OF SAID LOT 9 BEING ALSO THE NORTHEAST CORNER OF LOT 16 OF SAID PLAT IN SAID SECTION 7; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 16 TO THE NORTHWEST CORNER THEREOF, BEING ALSO THE NORTHEAST CORNER OF LOT 4 OF SUNNYBRAE, RECORDED IN VOLUME 37 OF PLATS, AT PAGE 50, RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOTS 4 THROUGH 1, *INCLUSIVE* OF SAID SUNNYBRAE TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOLLOCHET DRIVE NORTHWEST AS SHOWN ON SAID LAST MENTIONED PLAT; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND ITS SOUTHWESTERLY PROLONGATION TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF HUNT STREET NORTHWEST IN THE NE QUARTER OF SECTION 18; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. THE FOREGOING DESCRIBED ANNEXATION PARCEL BEING CONTIGUOUS ON ITS NORTH AND EAST SIDES WITH THE EXISTING CITY LIMITS OF GIG HARBOR.

TOGETHER WITH THE TACOMA LAKE CUSHMAN POWER LINE RIGHT-OF-WAY IN THE SOUTH HALF OF THE NORTH EAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 E.WM; AND TOGETHER WITH THE RIGHT OF WAY FOR GRANDVIEW AND STINSON AVENUE NW BORDERING THE GIG HARBOR ANNEXATION, ORDINANCE #47, IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 E.WM.; EXCEPT THOSE PORTIONS PREVIOUSLY ANNEXED INTO THE CITY OF GIG HARBOR PER ORDINANCES #57 (4-28-60), #206 (9-9-74), #296 (9-25-78), #438(11-28-83), AND # 621 (2-10-91).

After recording with the Pierce County Auditor, return to:

*Administrative Assistant*

City of Gig Harbor

*3105 Judson St.*

Gig Harbor, Washington 98335

Exhibit "B"

**CONCOMITANT ZONING AGREEMENT  
FOR TALLMAN ANNEXATION (ANX 91-07)**

THIS AGREEMENT, executed this date in favor of the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and by the undersigned owners of the within-described property (herein called "Owners"):

W I T N E S S E T H:

WHEREAS, the Owners are persons owning a fee simple and/or having a substantial beneficial interest in the real property comprised of one hundred twenty (120) acres and legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property" hereinafter); and

WHEREAS, a petition (No. 91-07) has been filed to annex the property, and requesting pre-annexation zoning, pursuant to chapter 35A.14 RCW; and

WHEREAS, the City Council conducted a public hearing on November 9, 1992 on the petition to annex and preannexation zoning, and directed the City Planning Commission to develop and recommend a preannexation zoning agreement; and

WHEREAS, the Planning Commission, at open public meetings held on December 15, 1992; February 2, February 16, February 23, and March 2, 1993, recommended approval of the petition subject to certain conditions, including the execution and recording of an agreement

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with the City pertaining to the preannexation zoning of the property; imposing certain use and development restrictions in order to ameliorate the adverse impact of unrestricted use and development of property in the RB-2 zone;

NOW, THEREFORE, the Owners hereby covenant, bargain and agree on behalf of themselves, their heirs, successors and assigns as follows:

Section 1. Conditions. If the Property is rezoned to RB-2 zone, development of the Property shall be accomplished in accordance with the following conditions and restrictions:

- A. Plans and Surveys. The Owners agree to submit a site plan to the City for approval prior to the clearing of any lot, tract or parcel on the Property. In addition, a tree survey for required buffers on the property shall also be submitted to the City in order to document the nature and composition of the existing vegetation on the Property.
- B. Buffers. The Owners agree to provide the following buffers on the Property, and to depict such buffers in the site plan submitted for the City's approval:
  1. A forty (40) foot dense vegetative screen buffer is required on all boundaries with single family uses.
  2. Along SR-16, a buffer shall be placed twenty-five feet (25') wide. Existing vegetation shall be retained as much as possible.
  3. No mechanical or electrical equipment shall be visible from any public right of way or adjacent residence. Dumpsters shall be screened from view.
- C. Land Use Restrictions North of Wollochet Drive. In addition to any other

applicable requirements of the Gig Harbor Municipal Code, the following land use restrictions shall apply to the area of the Property north of Wollochet Drive.

1. **Zoning Designation.** RB-2.
2. **Permitted Uses.** All uses otherwise permitted in a RB-2 zone shall be allowed, with the exception of multi-family dwellings.
3. **Conditional Uses.** All other conditional uses that may be applied for in a RB-2 zone may be permitted if the applicable criteria are met, with the exception of mini-warehousing. In addition, food stores and delicatessens may also be conditionally allowed, provided that:
  - (a) they are situated on the street level of nursing home(s), retirement center(s) or office building(s);
  - (b) they do not exceed a total of eight hundred (800) square feet in area;
  - (c) they do not contain any outside sales, storage or drive-in service;
  - (e) their hours of operation are limited to sixteen (16) hours per day.
4. **Signage.** Signage shall not be oriented toward the freeway; however signage may be oriented toward Wollochet Drive N.W., 46th Street N.W., Hunt Street, 72nd Street NW and any private roadway within this district.
5. **Design.** Minimum roof pitch shall be 4/12.



6. **Impervious Coverage.** Maximum impervious coverage shall be sixty percent (60%) per site, which shall include buffers, but exclude wetlands.
7. **Outdoor Lighting.** Outdoor lighting shall be provided on the property only in accordance with GHMC Section 17.28.090(D).

D. Land Use Restrictions South of Wollochet Drive. In addition to any other applicable regulations of the Gig Harbor Municipal Code, the following land use restrictions shall apply to the Property south of Wollochet Drive.

1. **Zoning Designation.** RB-2.
2. **Permitted Uses.** All uses otherwise permitted in a RB-2 zone shall be permitted on the Property, with the exception of multi-family dwellings. In addition, nurseries and landscaping services shall be permitted outright on the Property.
3. **Conditional Uses.** All other conditional uses that may be applied for in a RB-2 zone may be permitted if the applicable criteria are met. In addition, the following uses may also be conditionally allowed:
  - a) Wholesale and Retail Sales where the business is conducted entirely within an enclosed structure;
  - b) Restaurants with associated lounges;
  - c) Gasoline Service Stations;
  - d) Food Stores and delicatessens, provided that:
    - (1) they are situated on the street level of nursing home(s), retirement center(s) or office building(s);

- (2) they do not exceed a total of eight hundred (800) square feet;
  - (3) they do not contain outside sales, storage or drive-in service;
  - (4) their hours of operation are limited to sixteen hours per day.
4. **Signage.** Signage shall be oriented so that it does not directly face SR-16, however, signage may be directly oriented toward Wollochet Drive N.W. or 38th Street N.W. and any private roadway within this district.
  5. **Design.** Minimum roof pitch for all non-residential uses shall be 4/12. No mechanical or electrical equipment shall be visible from any public right of way or adjacent residence. Dumpsters shall be screened from view.
  6. **Impervious Coverage.** Maximum impervious coverage is sixty percent (60%) per site, including buffers but excluding wetlands.
  7. **Outdoor Lighting.** Outdoor lighting shall be provided on the Property only in accordance with GHMC Section 17.28.090(D).

E. Development of Wetlands on the Property.

1. **Wetland buffers.** The wetlands identified on the site as a Class III (Pierce County) wetlands shall be subject to a minimum fifty (50) foot buffer along the perimeters of the wetland, as designated in the Wetland Mitigation Plan approved by Pierce County. Wollochet Creek, which is

a Type 3 water course as identified under the Department of Natural Resources Stream Typing Maps, shall be subject to a minimum buffer of thirty-five feet as measured from ordinary high water, per the City of Gig Harbor Wetland Management Ordinance. The wetland and its associated buffer shall be identified and established as a conservation easement as a covenant running with the Property.

2. **Wetland Use.** The use of the wetlands and wetland buffers shall be limited to the following:
  - (a) Wells and necessary appurtenances as per Section 18.08.120 of the GHMC.
  - (b) *Impervious trails and associated viewing platforms as per Section 18.08.120 of the GHMC.* The development of a impervious trail along the perimeter of the wetland and within the buffer shall be developed as each adjoining parcel is developed.
  - (b) The placement of underground utilities, other utilities and access roads as per Section 18.08.120 of the GHMC.
3. **Parking areas.** A parking area sufficient to accommodate a minimum of eight (8) vehicles shall be developed in proximity to the wetlands. The parking area shall be clearly identified as "Public Parking, Trail Access."
4. **Plans.** The plan titled Park Development Plan from Pac Tech Engineering and drawn to the scale of 1" = 50' and sealed on October

14, 1993, shall be recorded with this Agreement in the records of the Pierce County Auditor as a covenant running with the Property. A copy of the documents and proof of recording shall be submitted to the City prior to the submission of any application for development permits in the affected area of the Property.

5. **Park Dedication.** The development of the park facilities shall be done in a phased manner by the respective property owner as each property is developed. Upon completion of the park, the facility will be dedicated to the city. It is acknowledged that the property, or portions of the property in the annexation area will be sold, and that the terms and conditions of this Agreement shall be binding upon the successive owners of the property. The owner of any portion of property designated in this Agreement as the future City park shall, at the same time as he or she develops the property, construct and install the necessary park facilities described herein. However, even if such property is not developed, each owner must construct and install the park facilities on that portion of the park located on his or her property so that completion and dedication of the park to the City occurs not later than Dec. 13, 2003. *20.1*
- The City shall have the right to require dedication of the unimproved park property at any time prior to Dec. 13, 2003, and to thereafter install the necessary facilities for completion. *20.1*

- F. **Transportation.** Prior to adoption of the annexation by the City of Gig Harbor,

the petitioners shall prepare a traffic impact study to assess transportation impacts on Wollochet Drive from Hunt Street to the interchange, the interchange area, Hunt Street, 46th Street NW and 72nd Street NW. The traffic study shall be based upon the land use as approved by the City Council per this resolution and as adopted by Pierce County. The traffic study shall be presented to the city for consideration and approval prior to adoption, by ordinance, of the annexation.

Section 2. Binding Effect of Agreement. This Agreement shall be recorded in the records of the Pierce County Auditor, and the covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owners, their heirs, successors and assigns, and shall apply to the Owners of after-acquired title to the Property.

Section 3. Owners' Payment of Costs and Fees. The Owners shall pay all costs of preparation and recording of this Agreement, together with all reasonable costs incurred by the City, including the City's Attorneys' fees.

Section 4. Amendment. This Agreement may be amended or modified by agreement between the Owners and the City; Provided, that such amended agreement shall be approved by the legislative authority of the City by ordinance.

Section 5. Police Power. Nothing in this Agreement shall prevent the City Council from making such further amendment to its Comprehensive Plan, Zoning Ordinances or any other City code or ordinance as the City deems necessary in the public interest. Nothing in this Agreement is intended to authorize any use or dimension not otherwise permitted in the RB-2 zone, except as permitted by this agreement.

Section 6. Benefit of Covenant. This Agreement is made for the benefit of the City, and the City may institute and prosecute any proceeding at law or in equity to enforce this Agreement. If the City prevails in such proceeding, it shall be entitled to recover all costs and fees, including reasonable attorneys' fees.

Section 7. Payment of Costs and Recording Fees. The Owners agree to pay all costs of recording this Agreement and its Exhibits, together with all reasonable costs incurred by the City in the preparation of this Agreement, including the City Attorneys' fees.

Section 8. Severability. It is further expressly agreed that in the event any covenant or condition or restriction hereinabove contained or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction hereinabove contained; PROVIDED, however, that in the event that any section, paragraph, sentence, term or clause of this Agreement is found to conflict with applicable law, the City shall have the right to unilaterally modify this Agreement in order to ensure accomplishment of its purposes.

EXECUTED this 17th day of June, 1994.

OWNERS:

TALMO CORPORATION

By

James O. Tallman  
Its pres.

PO Box 492

(address)

Ogish Harbor, WA. 98325

JAMES AND DIANE TALLMAN

James O. Tallman  
Diane M. Tallman  
13021 Pt. Richmond Dr. NW  
(address)  
Big Harbor, WA 98332

Francis G. Jones

Francis G. Jones  
Laurel Jones

P O Box 549  
Wauna WA 98395

PAUL GARRISON

Paul Garrison  
Betty Garrison  
P O Box 527  
(address)  
Big Harbor WA 98335

Rodney H. Pardey

Rodney H. Pardey

2300 Zafra Ct  
Las Vegas Nv 89102

Cathy Ford

VAGN OLSEN

Vagn Olsen  
Shirley Olsen  
3110 White Cloud Ave  
(address)  
NW. Big Harbor WA 98335



CATHY FORD  
Notary Public - Nevada  
Clark County  
My appt. exp. Feb. 1, 1998

6/13/94

Louise Olsen

6309 51st Ave NW  
Big Harbor WA 98335

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Francis G. Jones and Ann Ellen Jones is the person who appeared before me and said persons acknowledged that they signed this instrument, on oath stated that he/she <sup>they were</sup> was authorized to execute the instrument and acknowledged it as their \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: June 15, 1994

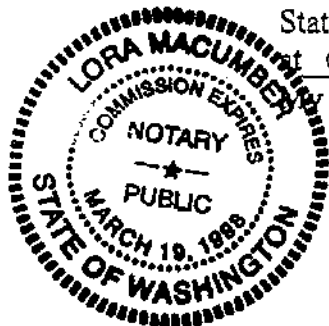
Martha Jacobson  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at Gig Harbor  
My appointment expires 9-16-97

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that JAMES O. TALIMAN is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the PRESIDENT of TALMO, INC. to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: JUNE 17, 1994

Lora Macumber  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at GIG HARBOR  
My appointment expires 3/19/98

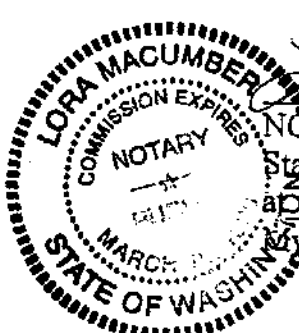




STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that James O. Tallman and Dian M. Tallman are ~~ix~~ the persons who appeared before me and said person acknowledged that they signed this instrument, on oath stated that <sup>they were</sup> ~~he~~ was authorized to execute the instrument and acknowledged it as their XX ~~to be~~ free and voluntary act of such part for the uses and purposes mentioned in the instrument.

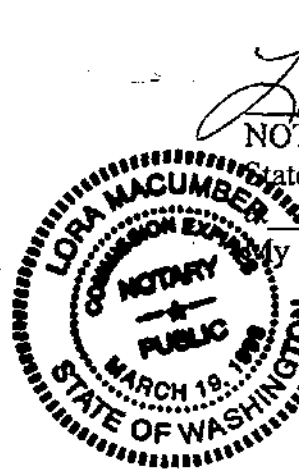
Dated: June 17, 1994

 Lora Macumber  
 NOTARY PUBLIC in and for the  
 State of Washington, residing  
Gig Harbor  
 My appointment expires 3/19/98

STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Paul Garrison and Betty Garrison are ~~ix~~ the persons who appeared before me and said person acknowledged that they signed this instrument, on oath stated that <sup>they were</sup> ~~he~~ was authorized to execute the instrument and acknowledged it as their XX ~~to be~~ free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: June 17, 1994

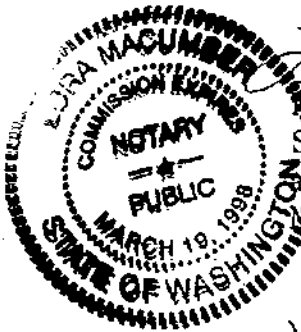
 Lora Macumber  
 NOTARY PUBLIC in and for the  
 State of Washington, residing  
Gig Harbor  
 My appointment expires 3/19/98

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

Vagn Olsen and

I certify that I know or have satisfactory evidence that Shirley A. Olsen are ~~xx~~ the persons who appeared before me and said person acknowledged that ~~they~~ signed this instrument, on oath stated that ~~he/she~~ <sup>they were</sup> ~~was~~ authorized to execute the instrument and acknowledged it as their ~~XX~~ ~~to be~~ free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: June 14, 1994



Lora Macumber

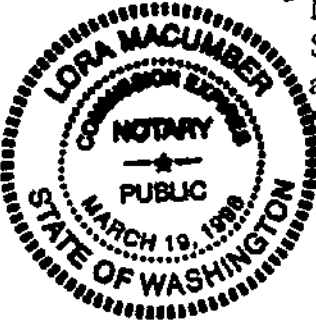
NOTARY PUBLIC in and for the State of Washington, residing at Gig Harbor My appointment expires 3/19/98

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

Wayne Olsen and

I certify that I know or have satisfactory evidence that Louise Olsen are ~~xx~~ the persons who appeared before me and said person acknowledged that ~~they~~ signed this instrument, on oath stated that ~~he/she~~ <sup>they were</sup> ~~was~~ authorized to execute the instrument and acknowledged it as their ~~XX~~ ~~to be~~ free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: June 13, 1994



Lora Macumber

NOTARY PUBLIC in and for the State of Washington, residing at Gig Harbor My appointment expires 3/19/98



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: COUNCILMEMBERS**  
**FROM: MAYOR GRETCHEN WILBERT**  
**SUBJECT: SISTER CITY PROCLAMATION & AGREEMENT**  
**DATE: FEBRUARY 23, 1995**

#### **INTRODUCTION**

The third grade class members of Discovery Elementary School are enthusiastically requesting the City of Gig Harbor to join with them in a quest for two Sister Cities. Their research has been extensive and their interest so high that they found it difficult to make a choice. Thus, we are presented with a request for a two Sister Cities.

The Discovery Parents Organization is providing a loan to the class to pay the \$130 required to join in a sister city project. The students will have fund raisers to repay the loan.

My question to them will be "What do you suppose will happen when you all leave the third grade?"

Patricia Hale, the State Representative of the Sister City Organization will be available for questions.

#### **RECOMMENDATION**

Request Council to authorize me to enable the Discovery Elementary Students to establish two Sister Cities; one in Chile, the other in Russia.



\_\_\_\_\_, 1995

DRAFT

The Honorable  
Mayor of the City of Ancud  
Isle de Chiloe  
Chile, South America

Dear Mayor \_\_\_\_\_ :

It is with a great deal of pleasure that I write to invite the City of Ancud to enter into an affiliation with the City of Gig Harbor. This letter is written after several meetings with a group of third graders, who discussed such an affiliation and came to the City Council to present their information and ask for approval to extend an invitation to your city. The City Council granted their approval at a recent Council meeting. Enclosed you will find a copy of the Proclamation to be considered by your appropriate authority.

As we envision such an affiliation, we see a growing awareness and appreciation of each other's culture and people. Perhaps it will begin in a small way but surely our relationship will grow so that in the future there will be the possibility of having an exhibit in our school, and eventually even festivals in each other's honor with the purpose of cementing our relationships between our communities.

The affiliation would not be an official one between our two governments, but rather one between the citizens of our respective cities on a "person-to-person" basis. To this end we are naming a group of students and adults to enlist voluntary support and suggestions. Teacher Nick Adams will preside as our Chairman in the initial stage of forming the Sister City Citizen Volunteers. The students in his third grade class at Discovery Elementary School would hope to hear from students in Chile who would enter into a penpal program to exchange letters. These programs I have mentioned are only suggestions to point the way the affiliation may develop. The City of Gig Harbor would welcome similar suggestions from your city.

We sincerely hope your city will consider seriously such an affiliation and we eagerly await your decision.

Sincerely,

Gretchen A. Wilbert  
Mayor, City of Gig Harbor

cc: Nick Adams Third Grade Class  
Discovery Elementary School  
4905 Rosedale Street  
Gig Harbor, Washington 98332 U.S.A

Nick A. Jurlin  
8020 Sehmel Drive NW  
Gig Harbor, WA 98332 U.S.A.

**PROCLAMATION AND  
SISTER CITY AGREEMENT  
between the City of  
GIG HARBOR, WASHINGTON, U.S.A.  
and the City of  
ANCUD, CHILE, S.A.  
on the Isle de Chiloe**

**WHEREAS**, the City of Gig Harbor and the City of Ancud enjoy the same heritage of fishing the salt waters of the oceans; and

**WHEREAS**, it is to the mutual benefit and advantage for the cities of Gig Harbor, Washington, and Ancud, Chile, and the citizens therefore, to enter into an agreement by which the cultural and educational interchange between cities and economic cooperation may be cultivated; and

**WHEREAS**, the President of the United States has requested the participation of cities in the furthering of international relation by aiding in the development of mutual understanding between citizens of free countries and citizens of the United States; and

**WHEREAS**, this Sister City invitation is extended in the hopes of establishing a penpal relationship with students in Ancud; and

**WHEREAS**, the City of Gig Harbor and the City of Ancud agree upon the development of mutual cultural, educational and economic exchange, the undersigned representatives of the citizens of these communities agree to promote the furthering of these exchanges.

**NOW, THEREFORE**, be it proclaimed that the City of Gig Harbor and the City of Ancud join in the Sister City project with the third grade class of Discovery Elementary School in furthering the objectives stated herein.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

by:

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor of the City of Gig Harbor

\_\_\_\_\_  
, Mayor of the City of Ancud



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS** *BYI*  
**SUBJECT: NORTH HARBORVIEW DRIVE AND HARBORVIEW DRIVE**  
**CONSTRUCTION ENGINEERING SUPPORT SERVICES CONTRACT**  
**DATE: FEBRUARY 22, 1995**

### **INTRODUCTION**

Attached is the professional services contract for the construction engineering support services for the North Harborview Drive and Harborview Drive projects. Inca Engineers Inc. has completed the design of these projects and we are now proposing the same company to provide the support services. I am recommending your approval of this professional services contract for the amount of \$34,939.45.

### **BACKGROUND/ISSUES**

Washington State Department of Transportation, who monitors the federal grant expenditures, does not authorize the federal funding expenditures on the construction engineering phase of the project before the design is completed. We have now completed the design and in order to proceed with the construction phase of the project, we need additional support services that we presently cannot accomplish with our own staff.

We will be performing numerous tasks with our own staff during the construction process. Some of these responsibilities will be daily construction inspections, daily construction management activities, coordination with the State Department of Transportation and the Transportation Improvement Board, coordination with affected property owners and utility companies, tracking quantities of over 100 bid items and progress payments to the contractor. In addition, the staff will be responsible for the completion of all necessary paperwork for the Certified Agency requirements, as we are such an agency and required to manage federally funded projects.

There are a few tasks that we are not qualified to perform, which are construction surveying, laboratory testing services, and structural engineering reviews. Inca Engineers Inc. will provide the construction surveying and structural engineering support services.

The testing laboratory services is not being identified in terms of who will be providing this type of service. We are looking into the possibility of hiring a testing laboratory firm to do the testing or signing an agreement with Washington State Department of Transportation to do this work for us. The Department of Transportation is going to be working in Gig Harbor on the Olympic Interchange project construction. The Olympic Interchange project and our North Harborview Drive project will be overlapping most of the time. Due to these circumstances, it may make sense to hire them to do the testing laboratory services for the North Harborview Drive project, while they are performing similar services for the Olympic Interchange project. Nonetheless, I will be coming to the City Council at the next meeting for a recommendation for the testing laboratory services.

**Page 2**

**NORTH HARBORVIEW DRIVE AND HARBORVIEW DRIVE  
CONSTRUCTION ENGINEERING SUPPORT SERVICES CONTRACT**

**FISCAL IMPACT**

The enclosed contract amount with Inca Engineers Inc. is \$34,939.45. When I requested the City Council for authorization to provide an additional \$225,000 for the North Harborview Drive and Harborview Drive projects, we had included \$45,000 in the \$225,000 amount for the construction and testing laboratory services. Therefore, there are already enough funds to cover the cost of this contract.

**RECOMMENDATION**

I recommend a Council motion to authorize the Mayor to sign a professional services contract with Inca Engineers Inc. to do the construction surveying and construction support engineering services for \$34,939.45.





February 23, 1995

City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

**Attention: Ben Yazici, P.E.**

**Subject: North Harborview Drive  
Construction Support Services**

Dear Ben:

Attached for your review and approval is the detailed project manhour estimate for the construction support services. The following is a summary of the work that INCA will provide

#### **Construction Support Services**

INCA will provide construction support to assist the City in administering the contract with the Contractor. This work will include:

- Attending the preconstruction conference.
- Reviewing shop drawings for structural walls and sidewalk.
- Making intermittent site visits to review and interpret site conditions during construction.
- Providing support in reviewing and evaluating change orders.
- Assist the City in providing information requested by the Contractor.
- Assist the City in quantity calculations.
- Assist the City in providing necessary documentation and records as required by WSDOT and Federal funding procedures.

All work in this phase will be performed on an as needed basis as requested by the City. INCA will complete up to 80 hours of engineering support services.

Ben Yazici, P.E.  
City of Gig Harbor  
February 23, 1995  
Page 2



### **Construction Surveying**

INCA will provide the Construction Staking as detailed in Section 1-05.19(2) of the contract documents. The City Inspector will coordinate and schedule the survey crew. INCA will provide a total of 27 field days of work to be distributed between Phase 1 and Phase 2, as requested by the Contractor and Inspector. The following items of work will be provided:

1. Control Points - Verify, densify, and reference horizontal and vertical control for construction. Set new control points outside construction limits.
2. Storm Sewers - One set of line and grade stakes will be furnished for storm sewers at the first 25- and 50-foot stations and at 100-foot stations thereafter. Two reference stakes for each inlet or manhole location will be set concurrently with said line and grade stakes.
3. Water Lines - One set of offsets to valves, tees, and hydrants will be furnished for water lines. One set of grade stakes for the top flange for each hydrant will be set.
4. Slope Stakes - One set of slope stakes will be furnished, conspicuously marked with an appropriate color of flagging, at a minimum of 50-foot stations on an offset of five (5) feet to the toe of fill or top of cut in all areas wherein the cut or fill for the profile grade exceeds three (3) feet. In all other areas, stakes shall be set at an appropriate offset to the street centerline to allow for the preservation of said offsets through the rough grading phase. In both cases the stakes shall be clearly marked with the appropriate information necessary to complete the rough grading phase. Establish clearing limits and right of way limits
5. Curb and Gutters - One set of curb and gutter stakes shall be set on 50-foot intervals. The stakes shall be set at mutually recognized offsets.
6. Base and Top Course - One set of final grade hubs will be set for each course at 50-foot stations.
7. Rock and Concrete Crib Walls - One set of offsets to toe of wall at 25-foot intervals and the beginning and end of walls.

Ben Yazici, P.E.  
City of Gig Harbor  
February 23, 1995  
Page 3



8. Utility Trench - One set of line stakes at 50-foot stations, crossings, one set of offsets and grade stakes to four corners of vaults, one set of offsets to handholes
9. Monuments - Set monument straddlers, and set monuments after Contractor has removed asphalt.
10. Earthwork - Provide additional field cross-sections as required to complete as-built template and calculate subgrade excavation volume.

Sincerely,

**INCA Engineers, Inc.**

A handwritten signature in black ink, appearing to read 'Michael Clark', written in a cursive style.

Michael Clark, P.E.  
Project Manager

MDC:csz

Enclosures

**PROJECT MANHOOR REQUIREMENT ESTIMATE**

**INCA Engineers, Inc.**

**City of Gig Harbor  
Harborview Drive, North Harborview Drive  
Construction Support Services**

MAJOR TASK DESCRIPTION	Project Principal	Project Manager	Project Engineer	Design Engineer	Tech Support	Clerical	TOTAL
1. Administration	0	12	0	0	0	0	12
2. Pre-Construction Conference	0	5	5	0	0	0	10
3. Shop Drawing review	0	4	16	0	0	0	20
4. Site Visits/Construction Assistance	0	6	32	0	0	0	38
SURVEY			(SEE ATTACHED)				
<b>TOTAL ALL TASKS</b>	<b>0</b>	<b>27</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>80</b>

## PROJECT MANHOOR REQUIREMENT ESTIMATE

INCA Engineers, Inc.

City of Gig Harbor  
 Harborview Drive, North Harborview Drive  
 Construction Support Services

MAJOR TASK DESCRIPTION	Survey Principal	Project Manager	Computer Tech.	AutoCad Tech.	Field Tech. I	Field Tech. II	Field Tech. III	TOTAL HOURS
1. Horizontal and Vertical Control	2	8	2	0	8	8	0	28
2. Clearing Limits/ Right of Way	2	4	6	0	24	24	0	60
3. Storm Drainage	3	8	10	0	48	48	0	117
4. Waterline Fire Hydrants	1	4	3	0	16	16	0	40
5. Curb And Gutter	2	6	6	0	32	32	0	78
6. Utility Vaults and Hand Holes	1	2	3	0	16	16	0	38
7. Rockeries and Crib Walls	2	6	8	0	32	32	0	80
8. Monuments	1	4	6	0	24	24	0	59
9. Subgrade and Base Course	2	6	4	0	12	12	0	36
10. Earthwork Volume	1	2	4	0	8	8	0	23
<b>TOTAL SURVEY TASKS</b>	<b>17</b>	<b>50</b>	<b>52</b>	<b>0</b>	<b>220</b>	<b>220</b>	<b>0</b>	<b>559</b>

## CONSULTANT FEE DETERMINATION -- DIRECT SALARY COST

**Project:** City of Gig Harbor  
Harborview Drive, North Harborview Drive  
Construction Support Services

**Task:** Construction Support Engineering

DIRECT SALARY COST (DSC):					
Classification	Hours	X	Rate	=	Cost
1. Project Principal	0		42.50		\$0.00
2. Project Manager/Sr. Supervising Engineer	27		32.50		\$877.50
3. Project Engineer/Senior Engineer	53		27.50		\$1,457.50
4. Engineer/Designer	0		21.50		\$0.00
5. Technical Support	0		18.50		\$0.00
6. Clerical	0		14.75		\$0.00
<b>TOTAL - DSC</b>	<b>80</b>				<b>\$2,335.00</b>

**Task:** Survey Tasks

DIRECT SALARY COST (DSC):					
Classification	Hours	X	Rate	=	Cost
1. Survey Principal	17		29.20		\$496.40
2. Project Manager	50		23.40		\$1,170.00
3. Computer Technician	52		16.60		\$863.20
4. AutoCad Technician	0		15.15		\$0.00
5. Field Technician I	220		17.25		\$3,795.00
6. Field Technician II	220		12.68		\$2,789.60
7. Field Technician III	0		11.05		\$0.00
<b>TOTAL - DSC</b>	<b>559</b>				<b>\$9,114.20</b>



## CONSULTANT FEE SUMMARY

City of Gig Harbor  
Harborview Drive, North Harborview Drive  
Construction Support Services

ITEM	DSC	Overhead (DSC X 155.95%)	Fixed Fee 35% X DSC	TOTAL
Construction Support Engineering	\$2,335.00	\$3,641.43	\$817.25	\$6,793.68
Survey	\$9,114.20	\$14,213.59	\$3,189.97	\$26,517.76
<b>TOTAL</b>	<b>\$11,449.20</b>	<b>\$17,855.03</b>	<b>\$4,007.22</b>	<b>\$33,311.45</b>
<b>REIMBURSABLES</b>				
Mileage (3600 miles x 0.28/mile)		\$1,008.00		
Reprographics		\$0.00		
Report Publication		\$0.00		
FAX/Messenger		\$0.00		
Survey Expenses		\$620.00		
Computer Time		\$0.00		
Subtotal Reimbursables				\$1,628.00
<b>INCA TOTAL</b>				<b>\$34,939.45</b>
<b>SUBCONSULTANTS</b>				
None		\$0.00		
Subconsultant Total				\$0.00
<b>GRAND TOTAL</b>				<b>\$34,939.45</b>

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

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

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

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









*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT, CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: EMPLOYEE AND SUPERVISORY GUILD CONTRACTS**  
**DATE: FEBRUARY 21, 1995**

**INFORMATION/BACKGROUND**

The Employees' Guild and Supervisory Bargaining Unit Guild contracts follow this memo for your approval. Both contracts are identical except for Attachment 'A' Salary Ranges, for clothing allocations, and for differences in identification of the two guilds.

**RECOMMENDATION**

Staff recommends approval of these contracts as presented.



# AGREEMENT

By and Between

CITY OF GIG HARBOR

and

GIG HARBOR EMPLOYEES' GUILD

1995

## PREAMBLE

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

## ARTICLE I - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the State of Washington, Department of Labor and Industries in Case No. 09524-E-91-01579, issued July 20, 1992. The bargaining unit covered by this Agreement shall include those regular employees working full time as non-uniformed personnel for the Employer, but shall not include those employees within the Police Officer's Guild or supervisory or confidential employees, including the Chief of Police, Police Lieutenant, Police Sergeant, City Administrator, Administrative Assistant, Public Works Director, Public Works Supervisor, Sewage Treatment Chief Operator, Planning Director, and Finance Officer. The position of Police Services Specialist, through inclusion in this contract, waives the right to also participate in Civil Service.

## ARTICLE II - MEMBERSHIP

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

Section 2. The Employer agrees to deduct monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

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

### ARTICLE III - NONDISCRIMINATION

Section 1. The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

Section 2. No employee covered by this Agreement shall be discriminated against because of his/her membership or nonmembership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

### ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 1. The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

Section 2. Overtime as used in this Agreement shall mean that time an employee works in excess of the normal forty (40) hour workweek. Compensation for overtime shall be as set forth in subsections b, c, d, or e of this article.

- a. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- b. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked on Monday through Saturday inclusive (or the employee's regular work week and the following day). Overtime shall be compensated at the rate of two times the regular straight time for holidays and for hours worked on the last day off before a regular work week (Sunday for employees working a normal Monday through Friday work week).
- c. Employees will receive a minimum of 2 hours pay (straight time or overtime as determined according to Section 2b above) for work requiring a return to work from home during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above.

- d. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.
- e. The Employer shall have the discretion to grant compensatory time off in lieu of paid overtime. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Accrued compensatory time off shall be used at a time mutually agreeable to Employer and the Employee. Employees may accrue a maximum of 60 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Section 2b above.

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

#### ARTICLE V - WAGE RATES

Section 1. Effective January 1, 1995, members of the Guild shall receive a cost-of-living increase in their salaries of three and one-half percent (3.5%) as per the CPIW. Effective January 1, 1996, members of the Guild shall receive a cost-of-living increase in their salaries per the July '95 SEATAC CPIW. The salary schedule (see Attachment "A"), reflects adjustments required due to the salary range adjustment and to the cost of living increase for 1995. This salary schedule will be effective from the date of contract implementation through December 31, 1995. A new salary schedule that will reflect the cost of living increase for 1996 will be effective January 1, 1996 through December 31, 1996.

Section 2. Movement within each salary range shall be governed by the City's Personnel Regulations as shown within Attachment "B".

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

Section 4. 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. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled in a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in

such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

### ARTICLE VI - VACATIONS

Vacations with pay shall be granted annually to all full-time employees who were employed prior to February 1, 1993 based upon the following schedule:

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

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

Employees who began employment on February 1, 1993 or thereafter shall earn vacation according to the following schedule:

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

During months 13 - 120 (2nd through 10th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 160 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

### ARTICLE VII - HOLIDAYS

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

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25
* Floating Holiday	(taken at employee's discretion)

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

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

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

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

#### ARTICLE VIII - MEDICAL BENEFITS

The Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee and eligible dependents:

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

#### ARTICLE IX - LEAVES

Section 1. Full-time employees shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

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

Section 3. An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). Upon retirement or voluntary termination twenty-five percent (25%)

of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%) of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

Section 4. Sick leave may be used for the following:

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

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

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

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

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

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

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

## ARTICLE X - BENEFIT PLAN

Section 1. The Employer shall participate in the state-wide system for pension, relief, disability and



retirement for qualified employees as provided in RCW 41.44.050.

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

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

Section 3. Workmen's Compensation. The city shall insure city employees with the State Workmen's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the workmen's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall endorse such payments to the city.

#### ARTICLE XI - STAND-BY PAY

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

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

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

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

Section 1. Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to time and

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

Section 2. The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch periods, and before and after regular working hours). Except Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

### ARTICLE XIII - EMPLOYEE RIGHTS

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

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

Section 2. City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department.

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

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

## ARTICLE XIV - GRIEVANCE PROCEDURES

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

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

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

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

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

If the respective department head does not adjust the grievance to the Complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

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

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

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

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

## ARTICLE XV - PERSONNEL POLICIES

Section 1. All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

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

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

## ARTICLE XVI - PERSONNEL RECORDS

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

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

## ARTICLE XVII - UNIFORMS AND EQUIPMENT

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

1. 1 skirt, or 1 jumper, or 1 skirt

2. 2 blouses
3. 1 vest
4. 1 pair of slacks

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

A. Uniform:

1. 5 trousers
2. 7 short sleeve shirts
3. 3 long sleeve shirts
4. 1 pair safety shoes or boots
5. 3 jackets
6. 3 coveralls

B. Rain Gear:

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

C. Safety Equipment:

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

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

A. Uniform:

1. 5 trousers
2. 5 short sleeve shirts
3. 3 long sleeve shirts
4. 1 pair safety shoes or boots
5. 3 jackets
6. 5 coveralls

B. Rain Gear:

1. 1 waterproof coat
2. 1 waterproof trousers

3. 1 pair waterproof shoes or boots

C. Safety Equipment:

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

At the time of employment, and as needed thereafter, to be determined by the department head, full time employees who make periodic inspections including the Engineering Technician, Planning Associate and the Building Official/Fire Marshal will be assigned the following uniform items:

A. Uniform:

1. 1 summer jacket
2. 1 pair safety shoes or boots
3. 1 winter jacket
4. 2 coveralls

B. Rain Gear:

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

C. Safety Equipment:

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

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

The employer shall be responsible for laundering uniforms. Frequency of laundering uniforms shall be established by employer management policy.

## ARTICLE XVIII - VACCINATIONS

The Employer shall provide those Employees who are subject to working in or around the Gig Harbor Sewer Treatment Plant or any areas subject to exposure to waste water with the proper and required vaccinations for Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

## ARTICLE IXX - LEAVE SHARING

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

## ARTICLE XX - SAVING CLAUSE

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

## ARTICLE XXI - 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 XXI - TERM OF AGREEMENT

This Agreement is effective January 1, 1995, and shall continue in full force and effect to and including December 31, 1996.

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 22nd day of February, 1995.

CITY OF GIG HARBOR

GIG HARBOR EMPLOYEES' GUILD

\_\_\_\_\_  
Gretchen Wilbert, Mayor

\_\_\_\_\_  
Willy Hendrickson, Co-President

\_\_\_\_\_  
Mark Hoppen, City Administrator

\_\_\_\_\_  
Steven Bowman, Co-President

ATTEST:

\_\_\_\_\_  
Linda Gratzner, Secretary



ATTACHMENT "A"

1995 GIG HARBOR EMPLOYEE'S SALARY RANGES

	Monthly Minimum	Monthly Maximum
Fire Marshal/Building Official	3,155	3,945
Construction Inspector	2,655	3,318
Sewer Plant Operator	2,614	3,269
Equipment Operator	2,588	3,234
Maintenance Worker	2,422	3,027
Engineering Tech	2,361	2,951
Planning Associate	2,700	3,375
Public Works Assistant	2,287	2,859
Laborer	2,051	2,564
Court Administrator	2,207	2,758
Court Clerk	2,001	2,501
Police Services Specialist	1,919	2,399
Accounting Clerk	2,089	2,611
Utility Clerk	2,089	2,611
Office Clerk	1,778	2,222
Administrative Receptionist	1,696	2,121
Police Assistant Clerk	NA	NA
Court Assistant Clerk	1,811	2,264

\*Cost-of-Living calculated at 3.5%

## ATTACHMENT "B"

### PERSONNEL SALARIES

#### SALARY RANGES ADJUSTED ANNUALLY

1. The City Administrator shall brief the Mayor and City Council regarding timing and considerations for adjusting employee's compensation.
2. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
3. The City Administrator shall conduct annually a compensation survey (salary survey) in accordance with labor market and benchmark classifications.
4. The City Council shall give the Mayor and City Administrator policy guidance regarding adjustments to the employee compensation program, based on the following criteria:
  - a. Ability of city to pay;
  - b. Compensation survey information;
  - c. Changes in cost-of-living;
  - d. Desires of the employees;
  - e. Compensation adjustments for other employees.
5. The City Administrator shall make recommendations to the Mayor and City Council regarding salary range and fringe benefit modifications. Salary range adjustments shall be based on the compensation survey and the internal salary relationships.
6. Employees who have satisfactorily completed a six month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.
7. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) the employee shall be eligible for merit/bonus compensation up to 5% of the employees annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

## MERIT/BONUS PAY

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

1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each department's budget.
2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
3. Merit/bonus pay salary increase shall be recommended by the respective department head, subject to approval by the City Administrator and confirmation by the Mayor.

# AGREEMENT

By and Between

CITY OF GIG HARBOR

and

GIG HARBOR EMPLOYEES' GUILD  
SUPERVISORY BARGAINING UNIT

~~1995~~

## PREAMBLE

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

## ARTICLE I - RECOGNITION

The Employer hereby recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as notified by letter to the Public Employment Relations Commission on December 1, 1992. The bargaining unit covered by this Agreement shall include only the Public Works Supervisor and the Wastewater Treatment Plant Supervisor.

## ARTICLE II - MEMBERSHIP

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

Section 2. The Employer agrees to deduct monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or

other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

### ARTICLE III - NONDISCRIMINATION

Section 1. No employee covered by this Agreement shall be discriminated against because of his/her membership or nonmembership in the Guild, or lawful activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations except as defined herein.

### ARTICLE IV - HOURS OF WORK AND OVERTIME

Section 1. The normal workweek, with a period beginning on Monday and ending on Sunday, shall consist of forty (40) hours. The normal workday shall consist of eight (8) hours per day in each of five (5) consecutive days or four (4) consecutive, ten (10) hour days. The normal workweek and workday are goals. The normal workweek and workday schedules shall be defined by the Mayor or the Mayor's designee. The work year shall consist of two thousand and eighty (2,080) hours.

Section 2. Overtime as used in this Agreement shall mean that time an employee works in excess of the normal forty (40) hour workweek. Compensation for overtime shall be as set forth in subsections b, c, d, or e of this article.

- A. All overtime must be authorized in advance by the City Administrator or the respective department head, except in cases of emergency.
- B. Overtime shall be compensated at the rate of one-and-one half (1-1/2) times the regular straight-time pay (monthly salary x 12 /2080) for overtime worked on Monday through Saturday inclusive (or the employee's regular work week and the following day). Overtime shall be compensated at the rate of 2 times the regular straight time for holidays and for hours worked on the last day off before a regular work week (Sunday for employees working a normal Monday through Friday work week).
- C. Employees will receive a minimum of 2 hours pay (straight time or overtime as determined according to Section 2b above) for work requiring a return to work from home during the employees regularly scheduled time off or while on call, such as for emergencies or meetings called by the employer. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above.
- D. Mandatory training on a regularly scheduled day off required by State, City or Departmental regulations as determined by the respective department head shall be compensated at one-and-one-half (1-1/2) times the employee's straight-time base hourly rate of pay with a minimum of two hours overtime compensation.

E. The Employer shall have the discretion to grant compensatory time off in lieu of paid overtime. The pay rate for overtime worked under this paragraph will be determined according to Section 2b above. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Employees may accrue a maximum of 60 compensatory time-off hours. If the employee works over time hours and has reached his/her maximum compensatory time hours, he/she shall be paid his/her regular pay according to Section 2b above.

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

## ARTICLE V - WAGE RATES

Section 1. Effective January 1, 1995, members of the Guild shall receive a cost-of-living increase in their salaries of three and one-half percent (3.5%) as per the CPIW. Effective January 1, 1996, members of the Supervisory Guild shall receive a cost-of-living increase in their salaries per the July '95 SEATAC CPIW. The salary schedule (see Attachment "A"), reflects adjustments required due to a salary schedule adjustment (Bill Irey 3.0%) and the cost of living increase (3.5%). The salary schedule (see Attachment "A"), reflects adjustments required due to the salary range adjustment and to the cost of living increase for 1995. This salary schedule will be effective from the date of contract implementation through December 31, 1995. A new salary schedule that will reflect the cost of living increase for 1996 will be effective January 1, 1996 through December 31, 1996.

Section 2. Movement within each salary range shall be governed by the City's Personnel Regulations as shown within Attachment "B".

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

Section 4. 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 the maximum rate of one hundred sixty (\$160.00) dollars per credit hour. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the respective Department Head. No employee shall receive a total credit reimbursement of over \$1,600 in a given budget year. All reimbursements shall be taken from specifically budgeted line items. Based on the standards of the institution, a passing grade must be obtained in a given course in order for that course to be reimbursed. Upon the request of the City Administrator, an employee who is enrolled a program leading to a two or four year degree shall submit evidence that the employee's accumulative GPA in the academic program is equivalent to 3.0 (on a 4.0 scale). An employee in such a program must maintain a 3.0 accumulative GPA or greater in order to qualify for tuition reimbursement. Any course that does not qualify for reimbursement at the end of the evaluation period for that course shall be ineligible for retroactive reimbursement.

## ARTICLE VI - VACATIONS

Vacations with pay shall be granted annually to all full-time employees who were employed prior to February 1, 1993 based upon the following schedule:

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

During months 13 - 192 (2nd through 16th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 208 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

Employees who began employment on February 1, 1993 or thereafter shall earn vacation according to the following schedule:

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

During months 13 - 120 (2nd through 10th year), an additional .67 vacation hours per month (8 additional hours per year) shall be earned. The annual earned vacation rate shall not exceed 160 hours per year. Accumulated vacation balance shall not exceed 336 hours at any one time. Accumulated vacation balance shall not exceed 240 hours at year-end (December 31); any accumulated vacation hours in excess of 240 hours at year-end will be lost without compensation.

## ARTICLE VII - HOLIDAYS

The following holidays established by the Legislature as state holidays shall be recognized by the city as city holidays:

New Year's Day	January 1
Martin Luther King Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November

Day after Thanksgiving  
Christmas Day  
\*1 Floating Holiday

Forth Friday in November  
December 25  
(taken at employee's discretion)

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

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

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

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

#### ARTICLE VIII - MEDICAL BENEFITS

The Employer shall pay 100% of the monthly premium for the following benefit plans for the Guild employee and eligible dependents:

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

#### ARTICLE IX - LEAVES

Section 1. Full-time employees shall accrue sick leave at the rate of one day per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury, disability or for care of dependents as required by state law. Abuse of sick leave shall be grounds for suspension or dismissal.

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

Section 3. An employee who has taken no sick leave during any six (6) month period shall receive,



as a bonus, one annual day off or one day's pay (eight hours) for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility of the bonus day(s). No sick leave shall be allowed for the first day of absence when the employee has taken sick leave (other than for reasons listed in Sections 4 and 5 of this article.) on three (3) separate occasions within the preceding six (6) month period. Upon retirement, or voluntary termination, or involuntary termination where the Mayor alone grants this benefit at the Mayor's sole discretion, twenty-five percent (25%), of unused sick leave shall be paid to an employee with five years or more of continuous city employment. Upon death, one hundred (100%) percent of sick leave will be paid.

Section 4. Sick leave may be used for the following:

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

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

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

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

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

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

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

## ARTICLE X - BENEFIT PLAN

Section 1. The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

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

- A. Long-term disability
- B. Life insurance and
- C. A deferred compensation plan for retirement income.

Section 3. Workmen's Compensation. The city shall insure city employees with the State Workmen's compensation plan. An employee receiving pay for sick leave who is eligible for time-loss payments under the workmen's compensation law, shall for the duration of such payments, receive only that portion of his regular salary which, together with said payments, will equal his/her regular salary. To avoid hardship on the employee caused by a time lag in time-loss payments he/she shall endorse such payments to the city.

## ARTICLE XI - STAND-BY PAY

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

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

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

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

Section 1. Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

Section 2. The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during non-working hours (e.g., coffee breaks, lunch periods, and before and after regular working hours). Except Public Works Department employees shall be allowed one-half (1/2) hour each quarter for their use to attend Guild meetings during the half hour of 7:30 a.m. to 8:00 a.m.

## ARTICLE XIII - EMPLOYEE RIGHTS

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

- A. Receive the specific nature of the charge or allegation against him/her in writing.
- B. Have his/her choice of the Guild Representative (who must be reasonably available) present at his/her expense. The employer shall allow a reasonable length of time for the representative to arrive at the place of meeting.
- C. The questioning by the Employer shall be during normal Employer business hours unless agreed to be held at other times by the Employee.
- D. The employee may receive reasonable intermissions or breaks if the questioning exceeds approximately one hour.

Section 2. - City's Rules and Regulations. It is mutually agreed that the Employer has full responsibility and authority to adopt rules and regulations for the operation of the city's departments and conduct of its employees. The Guild agrees that its members shall comply in full with such rules and regulations. Nothing in this Section shall be interpreted to restrict the respective department head and/or the City Administrator the right to make decisions or to establish procedures consistent with the "emergency" nature of operating each department.

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

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

#### ARTICLE XIV - GRIEVANCE PROCEDURES

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

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

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

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

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

If the respective department head does not adjust the grievance to the Complainant's satisfaction within ten (10) working days from the time the grievance was submitted in Step One, then the grievance may be presented to the City Administrator within five (5) working days (15 days after submittal of the grievance to the department head). The grievance shall be presented to the City Administrator in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the City Administrator shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the City Administrator shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

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

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

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

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

therefrom. Each party shall be responsible for their own costs and the fees and costs of the arbitrator appointed by them. The fees and costs of the third neutral arbitrator shall be borne equally between the Guild and the Employer.

#### ARTICLE XV - PERSONNEL POLICIES

Section 1. All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer having general applicability to all employees of the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement. Any changes made in the personnel policies, rules and regulations shall be approved by the Employer with Guild input.

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

Section 3. - An employee who is promoted (not transferred) to a new position shall receive an increase in salary of not less than 3%.

#### ARTICLE XVI - PERSONNEL RECORDS

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

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

## ARTICLE XVII - VACCINATIONS

The Employer shall provide those Employees who are subject to working in or around the Gig Harbor Sewer Treatment Plant or any areas subject to exposure to waste water with the proper and required vaccinations for Hepatitis B and Tetanus along with any other vaccinations as required or recommended by the Tacoma/Pierce County Health Department.

## ARTICLE XVIII - SAVING CLAUSE

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

## ARTICLE XIX - 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 XX - TERM OF AGREEMENT

This Agreement is effective January 1, 1993, and shall continue in full force and effect to and including December 31, 1996.

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 20<sup>th</sup> day of Feb, 1995.

CITY OF GIG HARBOR

\_\_\_\_\_  
Gretchen Wilbert, Mayor

Mark E. Hoppen  
Mark E. Hoppen, City Administrator/Clerk

GIG HARBOR EMPLOYEES' GUILD

Dave Brereton  
Dave Brereton, Co-President

William C. Irey  
Bill Irey, Co-President

ATTACHMENT "A"

1994 GIG HARBOR SUPERVISOR'S SALARY RANGES

	Monthly Minimum	Monthly Maximum
Public Works Supervisor	3,196	3,995
WWTP Supervisor	3,059	3,823

\*Cost of Living calculated at 3.5%



## ATTACHMENT "B"

### PERSONNEL SALARIES

#### SALARY RANGE ADJUSTED ANNUALLY

1. The City Administrator shall brief the Mayor and City Council regarding timing and considerations for adjusting employee's compensation.
2. City employees shall have the opportunity to suggest modifications in salaries and other wage supplements to the City Administrator.
3. The City Administrator shall conduct annually a compensation survey (salary survey) in accordance with labor market and benchmark classifications.
4. The City Council shall give the Mayor and City Administrator policy guidance regarding adjustments to the employee compensation program, based on the following criteria:
  - a. Ability of city to pay;
  - b. Compensation survey information;
  - c. Changes in cost-of-living;
  - d. Desires of the employees;
  - e. Compensation adjustments for other employees.
5. The City Administrator shall make recommendations to the Mayor and City Council regarding salary range and fringe benefit modifications. Salary range adjustments shall be based on the compensation survey and the internal salary relationships.
6. Employees who have satisfactorily completed a six month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.
7. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increase shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range (control point) the employee shall be eligible for merit/bonus compensation up to 5% of the employees annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

## MERIT/BONUS PAY

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

1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each department's budget.
2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.
3. Merit/bonus pay salary increase shall be recommended by the respective department head, subject to approval by the City Administrator and confirmation by the Mayor.



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT, CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR *h***  
**SUBJECT: PROSECUTOR EMPLOYMENT AGREEMENT/DE NOVO APPEALS**  
**DATE: FEBRUARY 23, 1995**

#### **INFORMATION/BACKGROUND**

On some rare occasions, appeals are made to the judgements of our municipal court. These appeals, called de novo appeals, are heard in Superior Court in Tacoma. Our prosecutor works in Port Orchard. To avoid travel expense on the part of City Prosecutor Andy Becker (and additional costs over his retainer), the city has maintained a supplemental prosecutor agreement with Garold E. Johnson of the firm Mann and Johnson to represent the city on de novo appeals. By all reports this agreement has worked well, especially considering the \$45 per hour fees that were charged under the old contract, recently expired. Now, Garold Johnson is proposing to be paid at a rate of \$85 per hour. This rate is close to the "Associate" rate (not the higher "Partner" rate) which the city pays for the services of Ogden Murphy Wallace.

As an alternative, the provision of similar services has been proposed by Ogden Murphy Wallace. In terms of quality of service, Carol Morris is currently paid as an associate.

#### **FISCAL CONSIDERATIONS**

Mann and Johnson	Partners \$85 per hour	OMW Partners \$100 per hour
	Associates \$50 per hour	Associates \$90.50 per hour

Mann and Johnson is likely to utilize partners for service. Ogden Murphy Wallace is likely to use associates. The total cost attributable to these cases was less than \$1800 in the last budgetary year.

Reimbursement for phone charges is a primary cost difference. Garold Johnson is a local call away. Ogden Murphy Wallace is a Seattle call.

#### **RECOMMENDATION**

Both alternatives appear reasonable choices. The court is comfortable with the services of Garold Johnson. Staff recommends the renewal of a contract with Garold Johnson for the three year period.

GAROLD E. JOHNSON\*  
EARL D. MANN  
ROBERT J. McLAUGHLIN\*  
RICHARD H. WOOSTER

\* ALSO ADMITTED IN ALASKA

LAW OFFICES OF  
**MANN & JOHNSON, P.S.**

550 SEAFIRST PLAZA  
820 A STREET  
TACOMA, WASHINGTON 98402  
(206) 572-4161  
(206) 838-1154 SEATTLE

TELEPHONE  
AREA CODE 206  
TACOMA 572-4161  
SEATTLE 838-1154  
FAX 572-4167

December 19, 1994

RECEIVED  
DEC 21 1994

Cathy Washington  
CITY OF GIG HARBOR  
3105 Judson Street  
Gig Harbor, Washington 98335

*Re: Gig Harbor/Prosecutor Employment Agreement*

Dear Cathy:

Enclosed please find a copy of my amended City Prosecutor Employment Agreement for 1995 for your review and consideration.

If the agreement is acceptable as drafted, please sign the enclosed and return a copy to my office. If you wish to discuss this matter further or you require additional information with regard to my experience and/or the firm, please do not hesitate to contact me at your earliest convenience.

I look forward to hearing from you.

Sincerely,

  
Garold E. Johnson  
MANN & JOHNSON, P.S.

Enclosure

CITY PROSECUTOR  
EMPLOYMENT AGREEMENT

THE PARTIES

The parties to this agreement are as follows: GAROLD E. JOHNSON, hereinafter referred to as ATTORNEY; and THE CITY OF GIG HARBOR, WASHINGTON, hereinafter referred to as the CITY.

PURPOSE

The purpose of this agreement is to set forth the terms of the agreement between the parties whereby the CITY agrees to hire ATTORNEY for the City of Gig Harbor and ATTORNEY agrees to provide legal services for the CITY relative to prosecution of cases and other related matters.

CONSIDERATION

The consideration for this agreement consists of the mutual covenants and conditions contained herein and the mutual legal benefits and detriments arising from this agreement.

THE AGREEMENT

The parties hereto agree as follows:

1. ATTORNEY shall at all times faithfully, industriously, and to the best of his ability and experience, perform all of the duties that may be required of him pursuant to the express and implicit terms of this agreement and pursuant to the rules of professional ethics.
2. The CITY shall pay ATTORNEY Eighty-five and no/100 Dollars (\$85.00) per hour for the following additional work:
  - a. Preparation and appearances for cases assigned to ATTORNEY by the CITY in any court including without limitation the Gig Harbor Municipal Court, Pierce County Superior Court, and the Appellate Courts of the State of Washington.

- b. ATTORNEY shall be entitled to claim a minimum of one (1) hour for any Court proceeding at which he is present.
  - c. The CITY shall pay or reimburse ATTORNEY for all Court costs, long distance telephone charges, and postage. ATTORNEY shall not be paid for travel time or clerical time involved in the performance of his duties.
  - d. Partners shall be reimbursed at the rate of \$85.00 per hour. Associates shall be reimbursed at the rate of \$50.00 per hour. Law Clerks and Paralegals shall be reimbursed at the rate of \$45.00.
3. It is agreed and understood that it is the responsibility of the ATTORNEY to be present at all court hearings for which he has contracted to render services on behalf of the CITY. It is understood that the ATTORNEY has other employment, and that he is not precluded from other employment so long as there is no interference with the performance of his duties as set forth herein. Should he be unable to perform his duties by reason of illness, vacation, or other circumstances, he shall be responsible to obtain the services of a licensed attorney in the State of Washington, to represent the CITY in the ATTORNEY's absence. Such counsel obtained to protect the ATTORNEY in such instances shall be compensated by the ATTORNEY.
  4. The CITY shall be responsible for the provision to defendants of all required notices to assure their appearance in Court.
  5. ATTORNEY shall be a named insured on the CITY's policy of errors and omissions insurance, for liability for his acts and omissions when acting within the scope of his duties as City Prosecutor for the CITY.
  6. This agreement may be terminated by CITY without cause and without notice. After the expiration of six (6) months, ATTORNEY may, for any reason, terminate this agreement by ninety (90) days written notice to the CITY.
  7. This contract contains the complete agreement

City Prosecutor Agreement  
(CtyPros.Agr)

concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

8. No waiver or modification of this agreement shall be valid unless in writing and duly executed by the party to be charged therewith.

No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly executed by the parties. The parties further agree that the provisions of this section may not be waived except as herein set forth.

9. The term of this agreement shall be for three (3) years, commencing on the 1st day of January, 1995, and terminating on the 1st day of January, 1998, subject, however, to prior termination as provided above.

DATED this \_\_\_\_\_ day of January, 1995.

CITY OF GIG HARBOR

\_\_\_\_\_  
Gretchen Wilbert, Mayor

\_\_\_\_\_  
Garold E. Johnson, Attorney

ATTEST:

\_\_\_\_\_  
Mark E. Hoppen  
City Administrator/Clerk

City Prosecutor Agreement  
(CtyPros.Agr)



ATTORNEYS AT LAW

RECEIVED

JAN 13 1995

CITY OF GIG HARBOR

2100 Westlake Center Tower • 1601 Fifth Avenue • Seattle, WA 98101-1686 • (206) 447-7000 • Fax (206) 447-0215

*Kent C. Meyer*

January 12, 1995

The Honorable Gretchen Wilbert  
Mayor  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

Re: RALJ Legal Services - Period of January 1, 1995 - December 31, 1995

Dear Mayor Wilbert:

By means of this letter of agreement, Ogden Murphy Wallace will agree to provide RALJ legal services to the City of Gig Harbor for the period of January 1, 1995 through December 31, 1995 on the following basis:

- 1) We will provide representation in the RALJ cases not covered in the general legal services for the City Attorney, described in the letter to you dated January 6, 1995. The RALJ work would be performed and charged at the following rates:
  - a) Partners \$100.00 per hour
  - b) Associates \$ 90.50 per hour
- 2) In addition, the City would reimburse us for long distance phone charges, copying charges, extraordinary postage charges, messenger charges and other costs or fees advanced by the firm on behalf of the City.

It is further agreed that either party may terminate this agreement upon a giving of 30 days prior notice to the other party.

We will provide itemized monthly billings which set forth the date, amount of time worked, a brief description of the nature of the work, identification of the attorney performing the work and an itemization of costs associated with the work.

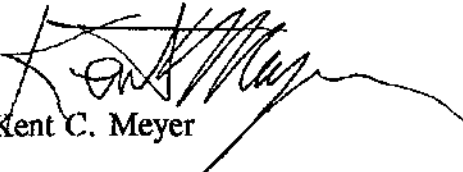


The Honorable Gretchen Wilbert  
January 12, 1995  
Page 2

If the foregoing correctly sets forth the agreements and understandings, please sign the extra copy of this letter that is enclosed and return the signed copy to my office. An original should also be signed by you and retained in the City's files.

Very truly yours,

OGDEN MURPHY WALLACE



Kent C. Meyer

KCM/lfs  
Enclosure

Agreed to and accepted by the City Council this \_\_\_\_\_ day of \_\_\_\_\_,  
199\_\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
MAYOR GRETCHEN WILBERT

ATTEST

\_\_\_\_\_  
CITY CLERK, MARK HOPPEN



ATTORNEYS AT LAW

2100 Westlake Center Tower • 1601 Fifth Avenue • Seattle, WA 98101-1686 • (206) 447-7000 • Fax (206) 447-0215

*Kent C. Meyer*

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The Honorable Gretchen Wilbert  
January 12, 1995  
Page 2

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OGDEN MURPHY WALLACE



Kent C. Meyer

KCM/lfs  
Enclosure

Agreed to and accepted by the City Council this \_\_\_\_\_ day of \_\_\_\_\_,  
199\_\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
MAYOR GRETCHEN WILBERT

ATTEST

\_\_\_\_\_  
CITY CLERK, MARK HOPPEN





City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT, CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MHS*  
**SUBJECT: BURNHAM DRIVE COMMERCIAL PARK - WATER EXTENSION**  
**DATE: FEBRUARY 23, 1995**

#### **INFORMATION/BACKGROUND**

The Burnham Drive Commercial Park, owned by Wade and Beth Perrow, outside the city limits on Burnham Drive, is requesting water service for the site which is already serviced by city water (an island system).

The applicants are proposing to extend the water system from the city line being built to the Purdy Corrections Center, underneath Highway 16, down 96th Street (extends Vernhardson), and up Burnham Drive to the local connection at the Burnham Drive Commercial Park.

#### **POLICY CONSIDERATIONS**

The proposed connection alters the Comprehensive Water Plan, and the applicant is willing to pay any costs for plan modification. The Comprehensive Water Plan proposed to follow Bujacich Road around the Department of Corrections Purdy Treatment Center and cross SR-16 at the Swede Hill Interchange area. This route was to provide water service to the School District and Fire District #5 along Bujacich Road. Now, neither entity wants to get water from the City. Instead, these entities want to receive water from Harbor Water Company. Given this, the most effective option for the city system is to cross SR-16 at 96th Street N.W. In order to accomplish the construction of this crossing, we first have to amend the Comprehensive Water Plan to show this new route as our water line extension to the Urban Planning area north of the city.

The attached contract form is the standard city form for water. Sections relating to connection fees have been deleted except for new connections, as the Burnham Drive Commercial Park is already served by city water. The form is signed to indicate owner commitment. The contract has been reviewed and approved by the city's legal counsel.

#### **FISCAL CONSIDERATIONS**

The costs of this extension, as well as the cost of Water Comprehensive Plan modification, will be paid by the applicant. A latecomer provision is included in the extension contract to provide for the development of a latecomer's agreement in the event subsequent development proposes to attach to the line on Burnham Drive.

#### **RECOMMENDATION**

Staff recommends approval of the water system extension to the Northharbor Business Campus as proposed.

**WADE PERROW  
P.O. BOX 1728  
GIG HARBOR, WA 98335**

---

City of Gig Harbor  
P. O. Box  
Gig Harbor, WA 98335

February 13, 1995

ATT: Mark Hoppen, City Administrator  
RE: Water Line Extension Request

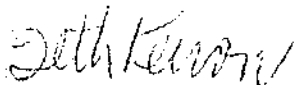
Dear Mark:

Wade and Beth Perrow request a water extension upgrade to serve their property at 10421 Burnham Drive NW, which presently is served by City Water. At the present time the water source as well as the water availability is insufficient to provide necessary services at Burnham Drive Commercial Park. This request is based on extension of the water line from the vicinity of the Women's Correction Center, down to Burnham Drive and then up.

Wade and Beth Perrow are prepared to pay any costs that the city incurs in modifying the comprehensive water plan. We also will pay any design costs associated with this extension agreement. Along with this extension agreement, we request connection at the Northharbor Business Campus, of which we are also owners. It is my personal belief that this water line extension should be sized appropriately for future growth. We would appreciate your input on this thought as well as potential funding if the upsize is requested.

Please review this matter and let us know what steps we need to take to secure adequate water service to our Burnham Drive Commercial Park.

Sincerely,



Beth Perrow  
for Wade and Beth Perrow

cc: Ben Yacizi

WHEN RECORDED RETURN TO:  
City of Gig Harbor  
Administrative Assistant  
3105 Judson Street  
Gig Harbor, WA 98335

UTILITY EXTENSION, CAPACITY AGREEMENT  
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this \_\_\_ day of \_\_\_\_\_, 1995, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Wade and Beth Perrow, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility" and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

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

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit "A" and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the utility line under construction at 96th Street and 54th Ave. along 96th Street at Burnham Drive to the following location:

Burnham Drive Commercial Park

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Boundary Review Board. In the event the Pierce County Boundary Review Board should not approve extension of the City's water system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

5. Extension of Commitment Period. In the event the Owner chooses to permanently reserve water capacity by paying the entire connection fee before the expiration date set forth above, the Owner shall be responsible for paying the city's monthly water base charge.

6. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

7. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

8. Connection Charges. No additional connection charges will be imposed by the City on the Owner's five existing buildings at the Burnham Drive Commercial Park. However, the Owner agrees to pay any other connection charges imposed by the City, including, but not limited to those needed for any future buildings or projects at the Burnham Drive Commercial Park. These charges shall be paid by the Owner in addition to any costs of construction, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests the actual connection to the system. Any commitment payment that has not been forfeited shall be applied to the City's Connection charges.

9. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

10. Annexation. Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:



- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

11. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City Comprehensive Plan designation at the time of development or redevelopment:

Mixed Use.

- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code and Building Regulations for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of

the property to the City of Gig Harbor shall result in a development which does conform to City standards.

12. **Comprehensive Water Plan.** The Owner will pay any and all costs pertaining to the city's modification of the Comprehensive Water Plan, City Staff time, and any construction costs associated with this water extension.

13. **Liens.** The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. **Termination for Non-Compliance.** In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

15. **Waiver of Right to Protest LID.** Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements to the utility (specify):

None.

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. **Latecomers Agreement.** If requested by the developer, the City agrees to enter into a latecomers agreement with the developer at such time as the developer constructs the water facilities identified in this agreement. The latecomers agreement shall contain provisions for reimbursement of the City's expenses in administration and contain an indemnification for City liability. The developer shall have the option to request the latecomers agreement.

17. **Specific Enforcement.** In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

18. **Covenant.** This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the

Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

19. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Gretchen Wilbert

OWNER

\_\_\_\_\_  
Name(s):

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, Mark Hoppen

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:  
  
\_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF PIERCE            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1995, before me personally appeared \_\_\_\_\_, to me known to be the individual described in and who executed the foregoing and acknowledged that \_\_\_\_\_ signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

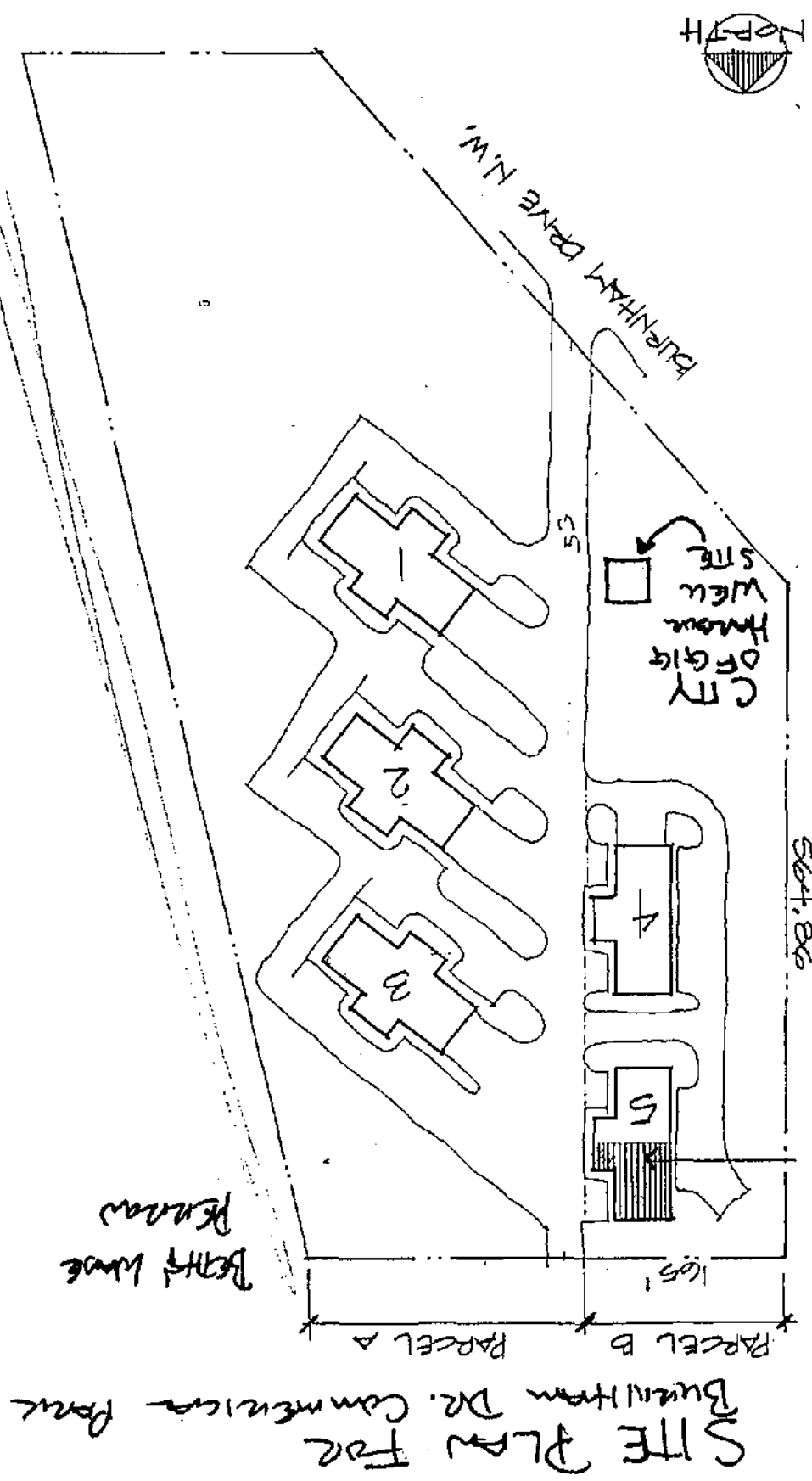
\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.

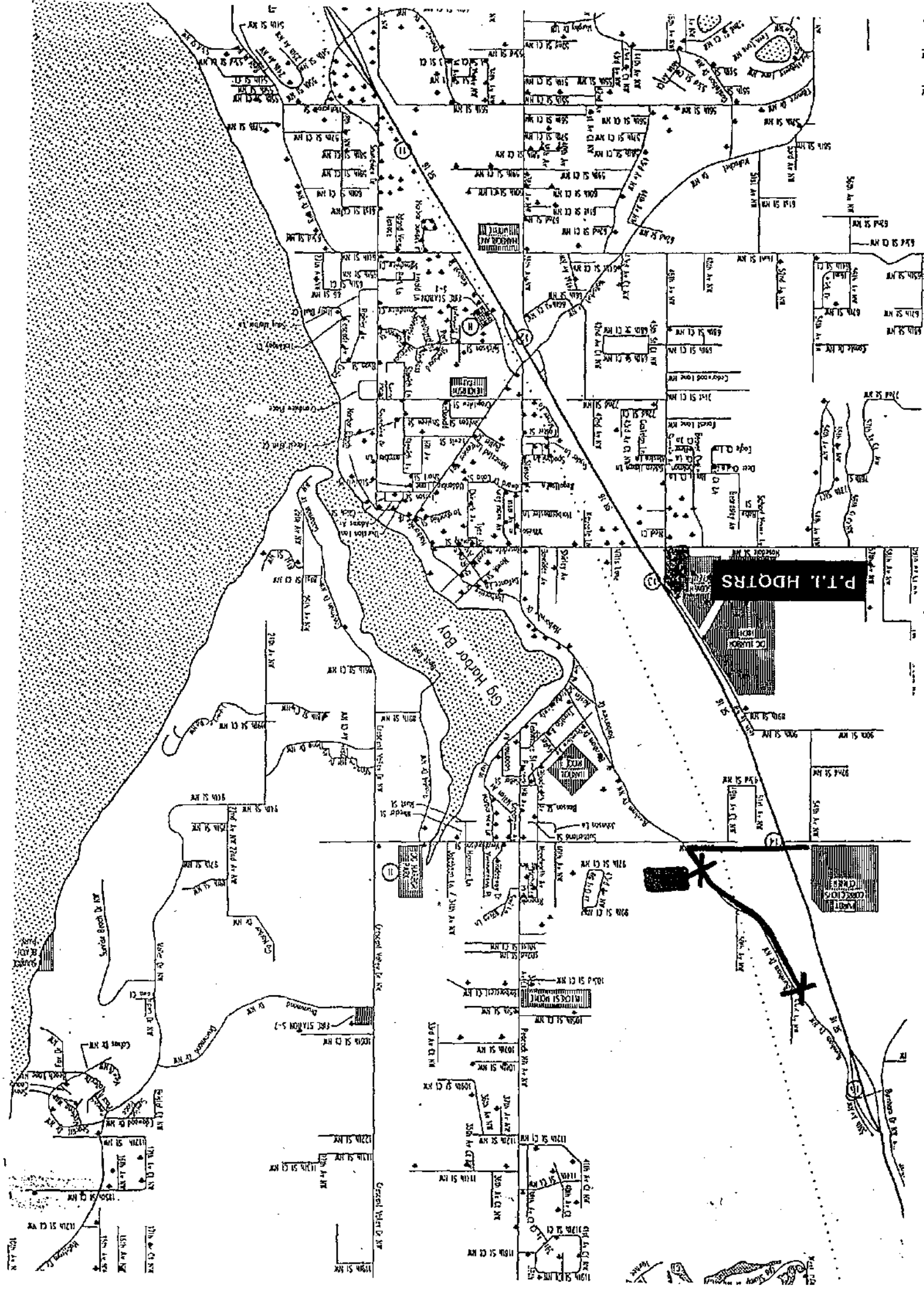
STATE OF WASHINGTON            )  
  )ss:  
COUNTY OF PIERCE            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1995, before me personally appeared Mayor and City Clerk of the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

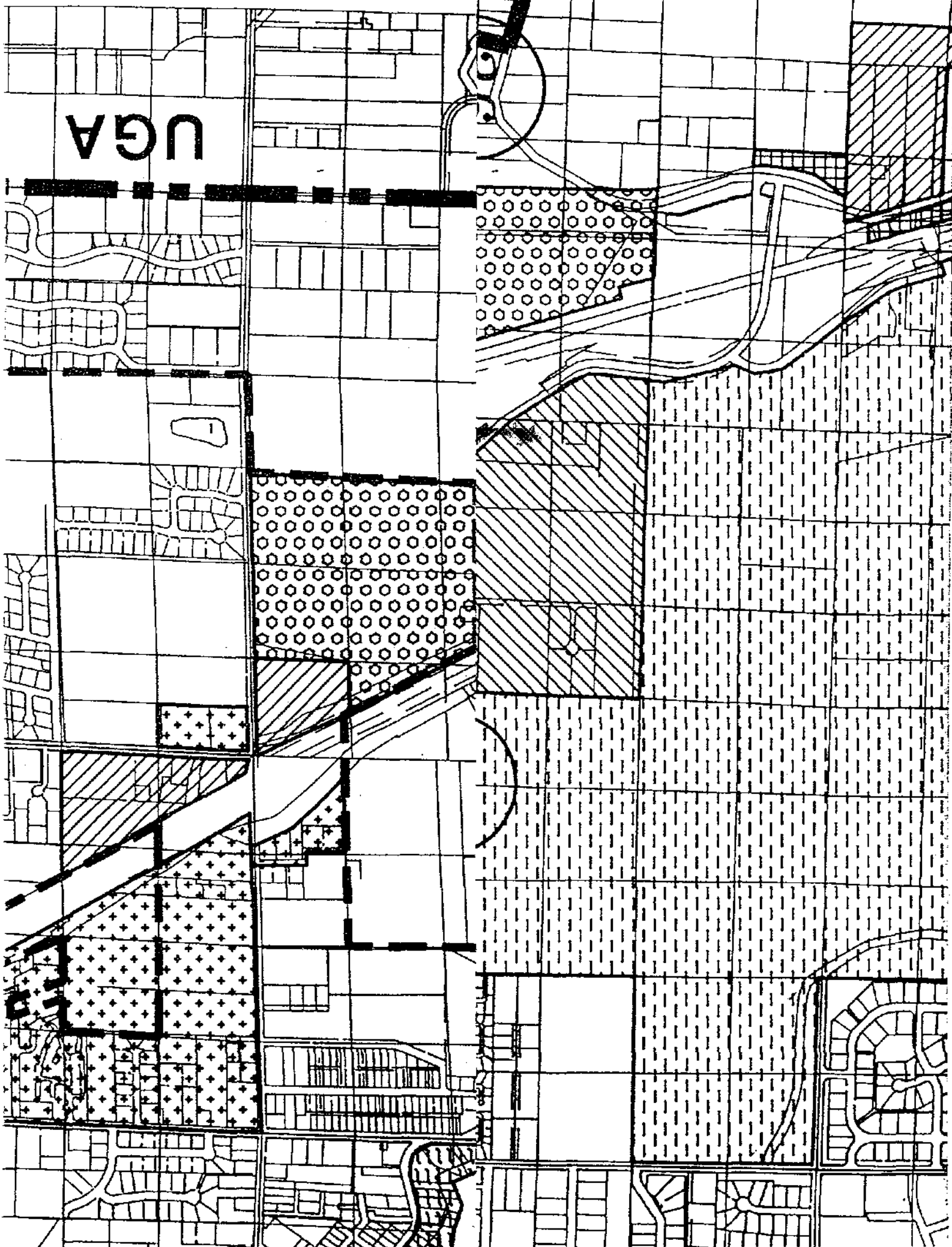
IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.





UGA









*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: TOM ENLOW**  
**SUBJECT: APPROVAL OF TAXTOOLS LICENSE AGREEMENT**  
**DATE: February 22, 1995**

### **INTRODUCTION**

One of the Finance objectives in the 1995 budget was the purchase of Taxtools to assist in the monitoring of sales tax receipts. The attached agreement will allow us to accomplish that objective.

### **BACKGROUND**

Sales tax is the single largest source of revenue for the city. The only tool we currently have to monitor and forecast sales tax is a two inch thick monthly report of sales tax transmittals. The magnitude and organization of the report make any sort of meaningful research virtually impossible.

Microflex, Inc. developed Taxtools, a sales tax analysis, auditing and reporting system, to assist cities in managing sales tax information. Microflex converts sales tax data from the state's 9-track tape format into a format used by its database system. With the database system, we can then analyze the data from a variety of perspectives. We can review the payment history of the largest payers to help us budget future receipts. We can lookup individual businesses to make sure that they are reporting to the proper location. We can match business licenses to sales tax reports to ensure that licensed businesses are paying taxes and tax payers are licensed. By projecting taxes from existing businesses to proposed commercial developments, we can estimate the financial impact of the development. Any of these tasks would take hours using the paper reports or seconds with the software.

### **FINANCIAL IMPACT**

The software license calls for a one-time \$2000 fee and a 15% annual fee for support (after the first year). Additionally, acquisition, conversion and loading of 25 months of history will be \$875 (\$35 per month) and \$25 per month for acquisition and conversion of each subsequent month. The total cost for 1995 is \$3408.30, including sales tax. Subsequent years will be approximately \$600 for the annual fee and data conversion.

### **RECOMMENDATION**

Staff recommends that the Council direct the Mayor to sign the Taxtools Purchase Agreement.

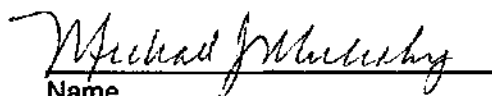
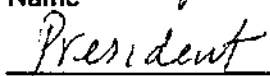
## TAXTOOLS PURCHASE AGREEMENT

Microflex, Inc., a Washington corporation ("Microflex") and City of Gig Harbor, (the "User") agree as follows:

1. **SOFTWARE DESCRIPTION.** Microflex has developed and is the owner of a tax analysis, auditing and reporting system (TAXTOOLS) hereinafter referred to as the Software. The Software processes local government tax distribution information and produces management reports, graphs and data audits.
2. **LICENSE.** This perpetual, non-exclusive license agreement (the "License") authorizes the User to use the Software on one or more computers to process the User's tax data. The User is specifically prohibited from processing tax data for other jurisdictions.
3. **COPYRIGHT.** The Software is owned by Microflex and is protected by United States Copyright laws. The User is expressly prohibited from making copies of the Software, except as necessary for backup purposes, and must not provide the Software to others in any form.
4. **PARADOX RUNTIME.** The User acknowledges and further agrees that:
  - a. The Software contains a copy of PARADOX RUNTIME which is owned by Borland International. PARADOX RUNTIME can only be used to execute the TAXTOOLS system and for no other purpose.
  - b. Microflex and not Borland International is responsible for all questions or problems the User may have regarding the Software or PARADOX RUNTIME.
5. **PURCHASE PRICE.** The purchase price of the Software License is \$2,000.00 plus tax.
6. **SUPPORT SERVICES.** The initial purchase of the Software includes support services for a period of one year from the date of purchase. Support Services include software maintenance releases, telephone assistance, problem resolution and other actions which may be necessary to insure proper operation of the Software on the User's premises. After one year, Support Services will be provided for an annual fee of 15% of the then current purchase price of the Software. New versions of the Software are not included in Support Services and will be available at a price to be established at the time of release of the new version.
7. **WARRANTY.** Microflex warrants the physical disks and documentation to be free of defects for the life of the License agreement. Microflex will replace defective disks or documentation at the request of the User. Microflex disclaims all other warranties of merchant ability or fitness of the Software for any particular purpose.
8. **CONFIDENTIALITY OF TAX DATA.** Microflex recognizes the confidentiality of tax data and agrees not to disclose any tax data which Microflex may have access to in the course of fulfilling its obligations to the User under this agreement.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

Microflex Inc.

  
Name  
  
Title

\_\_\_\_\_  
User

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title



*City of Gig Harbor. The "Maritime City."*

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: COUNCILMEMBERS**  
**FROM: MAYOR GRETCHEN WILBERT** *GW*  
**SUBJECT: ESTABLISHING AN OFFICIAL NAME FOR THE EAST/WEST ROAD**  
**DATE: FEBRUARY 23, 1995**

### **INTRODUCTION**

Pierce County has requested we suggest a name for the East/West Road. What should we call that road that runs between Swede Hill and Peacock Hill Avenue within the 112th Street corridor? East/West already exists on another road in Pierce County.

Historically, within the city we look for an historical name of a person or family who has contributed toward the betterment of the community.

Steve Bowman guides the street name process for the city. I have attached the information in his file for your review. Other names suggested are as follows:

North Harbor Blvd.	Harbor North Blvd.
Gig Harbor North Blvd.	Northharbor Blvd.

These could cause some confusion in light of reviewing existing developments in the areas:

Gig Harbor North Business Park - Walt Smith  
Northharbor Business Campus - Perrow

Others mentioned were:

Swede Hill Blvd.	Tucci/Pope Blvd.
Friendship Blvd.	

As I review the history of the Peninsula there was, and still is, a strong Scandinavian heritage within the community. (Alvestad, Carlson, Ogden, Pearson, Olson, Johnson, Finholm, Ericksen, etc.)

There is one name that keeps popping up. The fellow is "really old" but he is still serving his community as chairman of the Peninsula Light Company Board of Directors. George Borgen has contributed to this community ever since purchasing the Austin Erickson Lumber Company. He served on the Gig Harbor Planning Commission beginning in January of 1973 and on the City Council from May to November 1969. I can think of no better way to unite the Swedes and Norwegians than to recommend we submit the name of George Borgen Boulevard to the County.

If you prefer to study the issue I'd suggest you move to have a work session. I do believe we need to respond to the county as soon as possible. Your consideration of the options is appreciated.



# The Peninsula Historical Society

P.O. Box 744, Gig Harbor, Washington 98335

9/11/91

Steve Bowman  
Gig Harbor City Hall  
3105 Judson St.  
Gig Harbor, WA 98335

Dear Steve Bowman:

In response to your most recent request for historic names to suggest for North Creek estates, I submit the following:

Simpson (very early family, son Art still living in family home on Hunt and 38th)

Watson (early family, children grew up here)

Domingo (oldest son of very early Yugoslav Skarponi family; became well-known and well-respected ferry skipper, notably of the Defiance and the Skansonia)

Rehn (Owner of the Chevrolet dealership and garage on Harborview and Pioneer)

INVEST ~~Baby~~ (Long-time family, many branches; also a car dealer)

Monzingo (one of G.H. early doctors; built own hospital on Soundview; many current retirees born there)

Carlson (son Morris a longtime ferryboat hand; family home a farm near the region of the development)

Sandin Erick Sandin homesteaded ca. 1880, contemporary of the Hunt family. Son George and brother Art worked on local steamboats.

~~Beardsley~~ (One of the original Artondale farmers, at head of Wollochet Bay)

We are glad to be of help to the city in this way. If you need more thorough research for decision-making, please tell us.

Sincerely,

*Gladys C. Para*  
Gladys C. Para  
for

The Peninsula Historical Society



City of Gig Harbor. The "Maritime City."

P.O. Box 145 • Gig Harbor, Washington 98335 • (206) 851-8136 • FAX (206) 851-8563

Steve Bowman - Bldg + Roads

FROM

The Office of the Mayor

CC: Kristin + Pu Historical Soc

Date 3/4/93

MESSAGE

On 3/4/93 I returned a call from Kristin (Peterson) Matthias, the granddaughter of long time resident and teacher Helen Rehn. She would like to have the Rehn name added to our list of historic names. Kristin will be putting together a family history summary. I will send you copies when it is received. In the meantime, please place the name of Rehn on the list of names to be considered for street names within the City + Urban Growth Area. Kristin's information will indicate appropriate areas to which the name would play an historical significance.

Kristin's address: 3617 Olson Dr. 98335 - 858-2334

PENINSULA HISTORICAL SOCIETY

Box 744, Gig Harbor, WA 98335

858-6722

IN USE

Suggested Street Names, North Gig Harbor

1. Schoolhouse                      To commemorate the first building planned and built for a school in the community. Originally located on site of second residence on west side of the foot of Peacock Hill.
  
2. McKee                              for J.C. MCKEE, owner of meat market and commercial businesses located on site of present parking lot across from the Shoreline and dock.
  
3. Shaw                                for CLARENCE E. SHAW, resident in north end since 1918, reknowned in Gig Harbor and Pierce County as a local community booster.
  
4. Vinkenes                          for HANS VINKENES, Norway immigrant arriving in 1915, owner of first Methodist parsonage 1925-73, career custodian for Union High School/Goodman Middle School.
  
- ~~5. Artena                              for the ARTENA LAND AND IMPROVEMENT COMPANY, 1890-1916, platters of the north end 36 acres that included Burnham and early Jerisich property.~~

Additional Names for Street Name Useage

Boats

In honor of the Skansie brothers Peter, Andrew, Mitchell and Joseph. Aside from being among the earliest of settlers from the Yugoslavian region in Europe, they started the Skansie Shipyard where many boats for many different types of uses were built including the following ferries: "City of Steilacoom," the "Skansonia," and the "Defiance."

GILICH

(IN USE)

In honor of Andrew Gilich, an early pioneer fisherman and co-owner-builder of the Gilich Hotel now housing a restaurant, antique and stationary shops.

YOUNG

In 1887 the first church services were held in the cabin of the steamer, "Isabel", which was anchored in the middle of the Harbor. Those attending the "church" came and went in their rowboats. They had to climb into the steamer on a rope ladder. Fenimore Young was the first minister.

Peyran

P.H. Peyran started Hollycroft Gardens in 1914. It took him 15 years to perfect an English variety of holly and at its' peak, Hollycroft Gardens was 20 acres.

MILBVILLE

(IN USE)

Platted in 1877 by John Novak and Samuel Jerisich and Joseph Dorotich as a sawmill town. In 1887 became the site of the Gig Harbor Mill Company.

SEINE

"A large fishing net with floats along the top edge and weight along the bottom." A name commemorating the early way of life for Gig Harbor fishermen.

6. Wroten for the ALEX WROTEN family, arrived at turn of century, residents for three generations on north end of east side of Harbor. The road originally named for and by them has since been renamed.

7. Magoon for Mrs. ERNEST MAGOON, resident at the head of the bay; she was a charter member of the Fortnightly Club in 1907.

8. ~~Jacobsen~~ (IN USE) for ELISE JACOBSEN, who donated the land at the head of the bay that became the Gig Harbor City Park.

9. ~~McDaniel~~ for JESS MCDANIEL, arriving circa 1915, a shingleweaver for the Austin mill.

10. Proctor for FRED L. PROCTOR, a farmer who arrived from the Dakotas before 1900. He and wife Minnie purchased 2 lots from Methodist church and located on them. Daughter Myrtie attended first Gig Harbor school, married Ernest Peacock.

11. Scott for FRANK SCOTT, original owner of present blue house on Y intersection of Harborview and Peacock, drove a taxi in Gig Harbor during early days of autos.

12. Cundiff for H. CUNDIFF; information still to come.



SUGGESTED NAMES FROM GIG HARBOR HISTORICAL SOCIETY

- Jerisich For Samuel Jerisich, who with his 2 fishing partners, were the first white men to settle in Gig Harbor. West side name.
- Farago One of Jerisich's fishing partners. West side
- Goldsmith Another of Jerisich's fishing partners. He was a part-owner in the shingle mill built at the head of the bay in the 1890s. North side name
- Hall IN USE  
Frank Hall, from Albert Lea, Minn. became president of the newly built Gig Harbor Mill Co., 1886, located where Marina West and Pleasurecraft Marina are now. According to one source he also began a grocery business close by. There was also a shipyard at the mill co. and a shingle mill. West side  
Also was instrumental in having the two military reservations opened for settlement.
- Young Young's Landing was where the launching ramp on the east side of the harbor is now. The first post office for the area surrounding Gig Harbor Bay was in the Young home, which was also a hotel and boarding house. North side
- Scott First livery stable in G. H.
- Rooster For C. E. Shaw's famous racing roosters. North side
- Hopkins Early Gig Harbor postmaster. Lived on Stinson Hill. Built home now occupied by Steve Ekberg. West side
- Lamphere IN USE  
built house on Stinson where Ryan Homes are building now. Home burned several years ago.
- Moline or Moleen Lived in Lamphere house for a long time, selling in 1935 to the Edwards family. Known as old Mrs. M. and daughter. Stinson Hill
- Shaddock Also mentioned for Stinson Hill, but no information.
- Simerson For Mrs. who lives on Kimball drive. Known as the flower lady  
Phlug or Flug In Lamphere house for a very short time .

May 28, 1993

Gig Harbor City Council

Twice the Town of Gig Harbor has chosen not to name a street after C.E. Shaw, when presented by the Peninsula Historical Society, preferring the names of people who came to Gig Harbor much later than Shaw and of less repute.

Shaw came to Gig Harbor with his wife and three children in 1919. Some of those years his job took him away from home but his wife, Vie, lived here and participated in community life. She was a charter member of the Eastern Star and the Amateur Garden Club. At one time she was president of the PTA. All of the children graduated from the local high school. For many years Mrs. Shaw was the local correspondent for the Tacoma News Tribune. She and C.E. were married 51 years.

The depression forced C.E. off the road and he opened a small sign and printing shop on Harbor View Drive. His talents for painting and cartooning appeared on signs in the Peninsula many years after his death in 1964. Shaw entered wholeheartedly in the life of the community. He trained and raced roosters, sponsored by Gig Harbor merchants. He was chosen to go to Madison Square Garden to put them on the then popular Lew Lehr portion of the radio show Hobby Lobby. He held round rock contests for many years, also sponsored by local merchants. He raised money for a grandstand at the head of the bay and was instrumental in starting the first Gig Harbor parades. He formed an archery club, some of the younger members who are still Gig Harbor residents. Shaw wrote letters and used his printing press to fight for, or against, causes he felt were or were not for the good of the community.

He was also responsible for the preservation of Burnham artifacts. After the Burnham brothers, Nisk and Biz died, their family home was being ransacked and furniture and things of value were being stolen. He went in to the home and sifted through the rubble to find things he thought should be saved. With permission from the surviving Burnham heir, he displayed these objects in his shop until his death when they were donated to the Peninsula Historical Society.

Shaw had only one son, Frank, who never married, so the name Shaw only lingered in memories. However Frank, himself, was worthy of having a street named after him. He was an amateur photographer. His slides are seen in shows given by the Historical Society and prints of his photographs of Gig Harbor are available for sale by them. Frank also worked for the Peninsula Gateway, before and after serving in the U.S. Army and for many years was responsible for getting the paper out on time. He died in 1987. C.E. also had two daughters, both still living, whose only claim to fame was to produce six children, all of whom attended Gig Harbor schools. Many of Shaw's great grandchildren also attended local schools. Two of Shaw's grandchildren live in Gig Harbor. One is employed at the Puget Sound Navy Yard and one is a well known Real Estate Agent.

There is much more that could be said about Shaw but for anyone interested, the Peninsula Historical Society has a file box of considerable size on his life in Gig Harbor.

The Shaw home was located off Peacock Hill on Benson Street. It would be nice if a street in that area could be named after him.

*Jane C. Karlson*  
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Gig Harbor, Wa. 98335  
Tel: 858-7197

MAYOR'S REPORT  
February 27, 1995

**CLEAN MARINA + CLEAN BOATING + CLEAN WATER PARTNERSHIP**

Late last summer you may recall the City and the Gig Harbor Marina Owners entered into a working relationship with the Puget Soundkeeper Alliance who had received a grant from the Puget Sound Water Quality Authority to create a manual for marina owners to be used throughout the Puget Sound area. Gig Harbor was chosen for the project and the seventeen marina owners in Gig Harbor were all invited by the project manager, Pat Bullar, to participate. As it turned out, about six or seven did all the work as is usually the case.

I'm pleased to say the project is nearing completion and the manuals are here for your review. Posters and small handout brochures for boaters will soon be available.

Again, Gig Harbor has taken the lead in providing a service to assist in educating us all in ways to protect the quality of Puget Sound waters and specifically the Gig Harbor Basin.

I will be sending a letter of appreciation to the marina owners for their valuable assistance.

## ENVIRONMENT

# Grant will help monitor bay pollution

### Gig Harbor, state, businesses team up to clean water

by Nicole Simpson  
Gateway staff

A decree is given: Gig Harbor inhabitants are to be recognized throughout the Puget Sound as model citizens.

The Gig Harbor shoreline community was chosen as this year's location for the Marina Technical Assistance Project.

Designed to establish pollution clean-up practices, the results of the local research will be published in a manual to be distributed to all Puget Sound area marinas.

The project will be funded by a \$20,000 Public Involvement and Education grant from the Puget Sound Water Quality Authority, and is the first to effectively address marina pollution problems, according to Pat Buller.

Buller is the business assistance program manager for Puget Soundkeeper Alliance, a non-profit group which aims to keep Puget Sound waters clean.

Local marina operators will be identifying, developing and putting into action specific pollution prevention practices, Buller said.

Developed to protect the quality

of the water, these "Best Management Practices" will provide information on water quality regulations, compliance practices and alternative marina products and services, Buller indicated.

After contacting Gig Harbor Mayor Gretchen Wilbert, PSWQA officials determined the city would be the prime location for this project.

"Gig Harbor is uniquely suited to benefit from this project," Buller said. "It is a small harbor where residents and business owners are immediately aware of any pollution of the bay."

Together, Wilbert and Buller have spoken to many of the 16 local marina owners, and have received a good deal of positive feedback.

"It's a beautiful harbor, and we need to keep it that way," said Walt Williamson, owner of the Gig Harbor Marina.

"We all want a clean Sound, it's just a question of how we're going to do it," he said.

Suggestions for clean-up methods include oil-collection facilities and marine pump-out stations, Wilbert said.

"I'm happy that marina owners are willing to participate in this pilot program," she added.

The target date for the manual's completion is December, according to Buller.



From left, Mayor Gretchen Wilbert, Pat Buller and marina owners' representative Bill Clark have joined forces to measure pollution and protect Gig Harbor's bay.