

# **Special Gig Harbor City Council Meeting**

**December 21, 2006  
6:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
December 21, 2006 - 6:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

*These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.*

1. Approval of the Minutes of City Council Meeting of December 11, 2006.
2. Correspondence: Report from PenMet Parks – Peninsula Recreation Program.
3. Adoption of 2007 Job Descriptions.
4. Conflict of Interest Letter.

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. City Administrator Contract.
2. Amendment to Temporary Employment Contract.

**ADJOURN:**

## **GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 11, 2006**

**PRESENT:** Councilmembers Ekberg, Young, Franich, Conan, Dick, Payne, Kadzik and Mayor Hunter.

**CALL TO ORDER:** 6:04 p.m.

**PLEDGE OF ALLEGIANCE:**

**EXECUTIVE SESSION:** For the purpose of discussing labor negotiations per RCW 42.30.140(4)(b).

**MOTION:** Move to adjourn to Executive Session at 6:04 p.m. for approximately one hour for the purpose of discussing labor negotiations per RCW 42.30.140(4)(b).

Young / Payne – unanimously approved.

**MOTION:** Move to return to regular session at 7:00 p.m.

Franich / Conan - unanimously approved.

### **CONSENT AGENDA:**

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of November 27, 2006.
2. Liquor License Renewals: Thai Hut; Cigar Land; Gig Harbor Chevron; Harbor Arco; Harbor Inn; Brix 25 Restaurant.
3. Resolution No. 695 – Declaration of Surplus Property.
4. Olympic Dr./56<sup>th</sup> St. Roadway Improvement Project – Agreement for Temporary Slope and Construction Easements.
5. Westside Park Master Plan – Consultant Services Contract.
6. Eddon Boat Remediation Clean-up Action Plan Contract Amendment.
7. Approval of Payment of Bills for December 11, 2006:  
Checks #52139 through #52288 in the amount of \$347,683.14.
8. Approval of Payroll for the Month of November:  
Checks #4489 through #4517 and direct deposits in the amount of \$268,847.93.

**MOTION:** Move to approve the Consent Agenda as presented.

Ekberg / Franich – unanimously approved.

### **OLD BUSINESS:**

1. Third Reading of Ordinance – 2007 Budget. David Rodenbach, Finance Director, presented the final ordinance explaining the amendments that had been made since the second reading. He responded to the question of the police vehicles. He said that he assumes they will purchase the vehicles outright, borrowing the funds from the State Treasurer's Local Purchasing Program.

**MOTION:** Move to adopt Ordinance No. 1061 adopting the 2007 Budget  
Payne / Conan –

Councilmember Dick made a motion to amend the budget.

**AMENDMENT:** Move to remove the staff adjustment for a Community Development Assistant from the budget.  
Dick / Ekberg –

Councilmember Dick voiced concern with the proposed position for a Community Development Assistant. He said that this proposal is a person in search of a job description, stressing that this is not the way we should be doing business. He explained that we should first determine the need and then utilize a competitive process because. The second concern is that the description of services is not prepared in the same manner as for other positions. This tailors a job description to the characteristics of an individual, which is not appropriate. He said that the motion has the position report lateral to the Community Development Director with a dotted line. He said that this connotes that this person is superior to the Planning Director. That is neither necessary nor appropriate. Councilmember Dick finalized that the language says the position expires at the conclusion of the Mayor's term of office, making this a politically tied position, which is inappropriate.

Councilmember Dick said that he likes the person and has worked well with her. Her skills are commendable in the areas in which she has experience. The issues are the structural problems that will unravel our competitive service. This is a job which needs to be part of the competitive service so that all the other folks who have worked for the city for several years and have aspired to grow in their capacity and skill would feel comfortable in applying. We have a very stable work environment that has allowed policy to be made and has divorced our workers from the concern of politics. He said that he feels that it is important to keep this environment and this is the reason behind his motion.

Councilmember Conan said that he didn't agree with the amendment, but he does agree that the organizational chart should be clarified that the position should be an assistant to the Community Development Director, and not superior to the people below. He said that in addition, he would be in favor of removing the tie to the Mayor's term of office. This is a position that is going to be needed indefinitely, and as soon as it isn't, it should be eliminated.

**RESTATED AMENDMENT:** Move to remove the staff adjustment for a Community Development Assistant from the budget.  
Dick / Ekberg – roll call vote as follows:

Ekberg – yes; Young – yes; Franich – no; Conan – no; Dick – yes; Payne – no; Kadzik – no.

The motion failed, four to three.

**MAIN MOTION:** Move to adopt Ordinance No. 1061 adopting the 2007 Budget Payne / Conan – five voted in favor. Councilmembers Young and Dick voted against adoption of the ordinance.

2. Second Reading of Ordinance – Increasing Water Rates. David Rodenbach, Finance Director, explained that this increase in water rates will become effective January 1<sup>st</sup> and recommended adoption.

**MOTION:** Move to adopt Ordinance No. 1062 increasing the water rates effective January 1, 2007.  
Franich / Conan - unanimously approved.

3. Second Reading of Ordinance – Increasing Sewer Rates. David Rodenbach, Finance Director, presented this ordinance to increase sewer rates that will also take effect January 1<sup>st</sup> if passed. He addressed Council's questions, explaining that it is currently projected that another rate increase will be needed next year. At this time, we are barely meeting the debt service on the bonds sold to build Pump Station No. 3. With future expansion to the system, other rates increases will be necessary.

Councilmember Payne commented that he has compared the city's rates and these are in line with others across the country. He said that he is very comfortable with these proposed rate increases.

**MOTION:** Move to adopt Ordinance No. 1063 increasing the sewer rates effective January 1, 2007.  
Conan / Franich - unanimously approved.

4. Second Reading of Ordinance – Increasing Storm Drainage Rates. David Rodenbach, Finance Director, explained that this will increase storm sewer rates effective January 1<sup>st</sup> in order to meet NPDES requirements. He recommended adoption.

**MOTION:** Move to adopt Ordinance No. 1064 increasing storm drainage rates effective January 1, 2007.  
Payne / Dick - unanimously approved.

**NEW BUSINESS:**

1. Public Hearing and First Reading of Ordinance – Rust Street Vacation. John Vodopich, Community Development Director, presented this request to vacate a portion of Rust Street abutting the southern property frontage of lots owned by Larry Beck. This right-of-way was automatically vacated by operation of law in 1896. The city has no interest in street, except for a 15-foot easement to maintain utilities. In order to clear the cloud on the title, Mr. Beck has requested that the city vacate the property.

Mayor Hunter opened the public hearing at 7:14 p.m. and asked if anyone in the audience wished to speak on this street vacation. No one came forward and the public hearing was closed.

Mr. Vodopich addressed Council's questions and announced that this will return for a second reading at the first meeting in January.

2. Proposed 2007 Rates for Attorney Services – Ogden Murphy Wallace. Mayor Hunter presented this proposed rate increase submitted by Scott Snyder, who represents the city in personnel issues and other special assignments.

Councilmember Young asked if we should compare rates for these services. Councilmember Ekberg responded that these rates are well within the range of comparables.

Councilmember Payne voiced concern with Associate's rate. Mr. Rodenbach responded that we have not been billed for an Associate in the past.

**MOTION:** Move to approve the proposed rates as presented.  
Payne / Ekberg - unanimously approved.

3. Hearing Examiner Services. Carol Morris, City Attorney, explained that the contract with the Hearing Examiner expired in September and that Council has two options. One option would be to ask the current Hearing Examiner, Mike Kenyon, to submit a new contract for consideration. The second option is for Council to direct staff to issue a Request for Proposals for the position. She explained that this would allow Council to determine about persons available to serve as the city's Hearing Examiner, and to determine a competitive hourly rate for these services.

**MOTION:** Move to direct staff to issue an RFP for Hearing Examiner Services.  
Payne / Kadzik - unanimously approved.

4. Assigned Counsel Agreement Amendment. David Rodenbach, Finance Director, presented this amendment to the contract for indigent defense services for the Gig Harbor Municipal Court through Pierce County's Department of Assigned Counsel. The amendment authorizes the continuation of these services through December, 2008 and is an increase of 4.5% over the prior contract.

**MOTION:** Move to authorize the Mayor to sign the amended Assigned Counsel Agreement.  
Conan / Payne – six voted in favor. Councilmember Dick abstained from voting.

5. Reciprocal Dense Vegetative Screening and Buffer Easement Agreement. Tom Dolan, Planning Director, presented this easement agreement that would allow two projects to comply with City Development Standards. He explained that a buffer of 40 feet would be provided between the two properties and that the easements would commence on the date of execution of the agreements.

Councilmember Payne asked for the reasoning behind the reduction of the buffer. Mr. Dolan said that it is his understanding that this was done because the provisions of the Design Review Ordinance do not specify where you measure from. Interpretation of the code led to the processing of the application with the reciprocal easement being considered by the Hearing Examiner at that time.

Councilmember Franich voiced concern that this would result in a reduction of buffers between parcels. Mr. Dolan clarified that the applicant for the 72<sup>nd</sup> Street Plat has agreed to increase the buffer so they will have the full 25 feet buffer.

Councilmember Kadzik said that this ambiguity in the code should be addressed so that staff and the Planning Commission will know Council's intent. He said that he would like Council to have a better handle on these interpretations. Councilmember Franich agreed with these concerns.

Councilmember Payne said that he recognizes that developers need to be able to recognize the rules. He said that he agreed with Councilmember Kadzik that Council needs to provide clear direction as to their intent, and where there is ambiguity, do the best to clarify it. He said that he would vote for the easement agreement, but he is frustrated with the ambiguity and the results.

**MOTION:** Move to approve the Dense Vegetative Screening and Buffer Easement Agreement as presented.  
Kadzik / Conan - unanimously approved.

Councilmember Kadzik asked that an agenda item come forward on how to address these concerns. He suggested a definition of buffer zones as one method and how to give direction to staff.

Councilmembers discussed the best way to approach this and staff was asked to come back at the next meeting with suggested solutions.

Steve Wagner. Mr. Wagner said that he was on the Planning Commission when this got approved. He said that he would be happy to work with staff to clarify the intent and on a solution.

6. Lobbying Services – SAL Governmental Affairs Consultant Services Contract. Mayor Hunter provided this contract for legislative lobbying services. This contract was discussed during the budget process and the amount approved in the 2007 Budget. He said that these services will assist in getting through the CERB Grant funding and other areas such as the hospital traffic issues. He asked Carol Morris to comment.

Ms. Morris clarified that she does not believe that Tim Schellberg is with SAL Governmental Affairs after the 15<sup>th</sup> of this month, but will be working with Gordon, Thomas.

Councilmember Young clarified that SAL is a corporation, and that Mr. Schellberg will be affiliated with Gordon Thomas, but not part of the firm itself. He compared it to a “net branch” in a mortgage company. Everything will be separate, but Mr. Schellberg will have an office at their location.

Ms. Morris said that the contract has both names. She said that she suggested to Mr. Schellberg that if this is a contract with Gordon Thomas, and because he is an attorney, the rules of ethics would require an attorney-client waiver because GTH is a firm that sues the city on a frequent basis. He was going to get a document, but then said that he didn’t think it was required. She said that she couldn’t monitor because these are things affected by the rules of ethics for attorneys. She thought Mr. Schellberg would be present to explain.

Councilmember Payne asked if there is an instrument or agreement that should be in place with SAL due to their affiliation with Gordon Thomas. Ms. Morris said that this is highly unusual. She explained that if an attorney is hired by the city and is affiliated with a firm that sues the city on a frequent basis, there would be a consent form that would disclose this information and to discuss how to maintain separate files and keep people working for the city out of the file. That is what she expected to accompany the contract.

Councilmember Young said that this would be a liability on Mr. Schellberg’s practice, and because will not be practicing law with GTH, doesn’t feel it is a conflict. Councilmember Young pointed out language in the contract refers to the Metropolitan Parks District.

Councilmember Kadzik asked Mr. Morris if she is asking for further clarification before the contract is approved. Ms. Morris responded that Mr. Schellberg is not representing the city as an attorney, but Council should consider the extent of the information that will be given to him and whether it will affect anything in regards to the suits with GTH. She said that the waiver could be given after the fact.

Councilmember Franich said that lobbying has led the government to bad decisions. He said that we are paying for these services for the CERB Grant, and this is the best use of lobbying money because the deliverables are clear. In general though, lobbying leads to one-upmanship. We pay \$2000 and the next city may pay \$3000, so will they get better service?

**MOTION:** Move to authorize the Mayor to sign the Consultant Services Contract as presented.  
Conan / Ekberg –

Councilmember Payne asked the City Attorney for information on the waiver. She explained that it is a Conflict Waiver.



**AMENDMENT:** Move to amend the motion to include “subject to a conflict waiver.”  
Payne / Franich –

Councilmember Young asked if the waiver is really necessary because we are already informed of the possible conflict. Ms. Morris responded that it is good to have in the files to understand what is being disclosed.

**RESTATED AMENDMENT:** Move to amend the motion to include “subject to a conflict waiver.”  
Payne / Franich – unanimously approved.

**MAIN MOTION:** Move to authorize the Mayor to sign the Consultant Services Contract with the requirement of a conflict waiver.  
Conan / Ekberg – six voted in favor. Councilmember Franich voted no.

7. On-call Plan Review - Professional Services Contract. Dick Bower, Building Official / Fire Marshal explained that in anticipation of a possible increase in permit applications that may create a backlog, staff developed a Request for Services for On-call Plan Review. He recommended authorizing the execution of a contract with the five consultants who responded to the advertisement.

Councilmember Dick asked if we didn’t have enough staff and how much is anticipated. Mr. Bower responded that it may just be a spike or it could be a growth trend. He said that at this point, existing staff should be able to handle most of the workload, and this is a contingency plan that he doesn’t expect to go over \$30,000 during the year.

Councilmember Kadzik commented that two of the reasons for this request are due to client specific items, and asked if we charge more for expedited review or for complexity. Mr. Bower responded that to date we do not offer an expedited plan review service, but this did come up during the Costco project. Staff was able to handle the review, so outsourcing wasn’t necessary. He then mentioned the concern with the complexity of the upcoming hospital project, but added that partnering with the Department of Health will allow staff to get it done. He said that if too many projects are in queue and we begin to get bogged down, that is when consultant review will take place. He explained that it would be difficult to justify an additional plan review fee for sending out the project on top of what we are already charging.

Councilmember Dick asked if there are funds budgeted to permit these contracts. Mr. Rodenbach responded that this would be part of the Community Development Professional Services fund. Mayor Hunter pointed out that the consultants work for a percentage of the permit fees collected.

Councilmember Franich described it as “excess to what has been budgeted for staff.” Mr. Bower said that this is to allow faster service by having applications reviewed by outside consultants to keep the process moving. The budget considers our existing staff and this is above and beyond. For every permit we charge a plan review fee of 65% of the permit fee and the consultants will get a portion of that.

Councilmember Franich asked for the formula used to determine the rate. Mr. Bower said that these consultants already do the work for numerous jurisdictions and we will negotiate a contract that is par with the others and bring it back for Council approval.

**MOTION:** Move to direct staff to negotiate contracts for On-Call Plan Review Services as specified for the aggregate amount of not to exceed thirty thousand dollars (\$30,000) for the year 2007.  
Dick / Kadzik – unanimously approved.

8. Comprehensive Plan Amendments SEIS Preparation – Consultant Services Contract. Steve Misiurak, City Engineer, presented this request for an amendment to the contract for work completed in preparation of the Environmental Impact Statement related to the hospital and the Comp Plan amendments recently adopted in 2006.

**MOTION:** Move to approval of the consultant service contract amendment with David Evans and Associates, Inc. in an amount not to exceed Twenty Three Thousand Seven Hundred Thirty Dollars and twenty-eight Cents (\$23,736.28).  
Kadzik / Payne – unanimously approved.

9. Product Demonstration Agreement -Neuros Company. Steven Misiurak presented this agreement in which the vendor would provide, at no cost to the city, a blower unit for the Wastewater Treatment Plant to demonstrate the equipment. He answered questions regarding the equipment, adding that this will assist in odor reduction.

Councilmember Franich left the council meeting at this time.

**MOTION:** Move to authorize execution of this agreement with Neuros as presented.  
Dick / Conan – unanimously approved.

10. Eddon Boat Park Dock and Marine Railways, Conceptual Design and Permitting Assistance – Consultant Services Contract. Steve Misiurak presented this contract to develop conceptual design plans depicting the new dock and marine railway as well as providing permitting assistance. He said that we are scheduled for a meeting with the Department of Ecology next Monday to go over sediment test results. He said that he hopes to come away with an agreement for the clean-up action plan. This would allow us to enter into the permitting process with the anticipation of clean-up by Fall 2007.

**MOTION:** Move to authorize the consultant services contract with Anchor Environmental, LLC for the amount not to exceed Forth-six Thousand Two Hundred Five Dollars (\$46,205.00).  
Payne / Kadzik – unanimously approved.

11. Agreement for Permit Fee Credit – Olympic Property Group – Harbor Hill Development. Steve Misiurak presented this permit fee credit agreement for the cost of city-requested improvements. The original plans did not provide for crosswalks at the Peacock Hill / Borgen Boulevard Roundabout, and this would allow credit for the cost of these improvements towards future permitting fees.

Councilmember Ekberg asked why we wouldn't issue a check for the amount. Mr. Misiurak responded that there was no formal contract for the work.

**MOTION:** Move to approve the agreement as presented.  
Conan / Payne – unanimously approved.

12. Asphalt Pathway – Contract Authorization. John Vodopich said that a Park Budget Objective was to pave the gravel pathway from the Civic Center to Grandview Forest Park and from the park to Grandview Street.

Councilmember Ekberg clarified that we have an ADA compliant pathway from Erickson to the Civic Center, and this would allow this to continue.

**MOTION:** Move to authorize the award and execution of the contract to Maplewood Construction Inc., in the amount not to exceed Three Thousand Eight Hundred Fifty-one Dollars and Seventy-five Cents (\$3,851.75) plus sales tax.  
Dick / Ekberg – unanimously approved.

13. Olympic Dr./56<sup>th</sup> St. Roadway Improvement Project – Transportation Improvement Plan \$3.2M Grant Award Fuel Tax Distribution Agreement. Steve Misiurak presented this grant agreement with the TIB to receive 3.2 Million for this project.

Councilmember Kadzik commended staff for obtaining this grant. Other Councilmembers joined in agreement.

**MOTION:** Move to authorize the Mayor to sign the Fuel Tax Distribution Agreement and Project Funding Status form as presented.  
Dick / Conan – unanimously approved.

14. Skansie Avenue Near Neel Court Re-striping Turn Pocket Project – Contract Authorization. Steve Misiurak presented this agreement for re-striping the turn pocket to address a safety concern.

**MOTION:** Move to authorize the contract for the re-striping of the turn pocket on Skansie near Neel Court to Road Runner Striping Inc. for the amount of One Thousand Five Hundred Dollars and No Cents (\$1,500.00) including tax.  
Kadzik / Conan – unanimously approved.

**STAFF REPORT:**

1. Mike Davis, Chief of Police – November Stats. Chief Davis offered to answer questions.

**PUBLIC COMMENT:** None.

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

Mayor Hunter introduced Rob Karlinsey, who he said would hopefully be the new City Administrator.

Mr. Karlinsey explained that he lives in the city and was an applicant for the City Administrator position. He said that he was selected and is currently working on the details of his contract. Mr. Karlinsey said that he is happy and honored to be selected to be selected, and promised to Council and the great citizens that he will do his best to find out what the hopes and dreams are for the city and to do everything within his power to carry that out. He said that he has lots of ideas and questions, and is excited to start in mid-January.

Councilmember Payne welcomed Mr. Karlinsey.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Gig Harbor North Task Force Meeting for Dec. 13<sup>th</sup> at 9:00 a.m. in Comm. Rms A&B.

Councilmember Kadzik requested that a date be set for the yearly Council Retreat as soon as possible to allow him to schedule for the meeting.

**EXECUTIVE SESSION:** For the purpose of discussing pending litigation per RCW 42.30.110(1)(i).

**MOTION:** Move to adjourn to Executive Session at 8:15 p.m. for the purpose of discussing pending litigation for approximately 30 minutes.  
Payne / Kadzik – unanimously approved.

**MOTION:** Move to return to regular session at 8:42 p.m.  
Payne / Kadzik – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:43 p.m.  
Payne / Conan – unanimously approved.

CD recorder utilized:  
Disk # 1 Tracks 1 – 44

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Charles L. Hunter, Mayor

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Molly M. Towslee, City Clerk



*"Today We Touch Tomorrow"*

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## PENMET PARKS MEMO

**To:** City of Gig Harbor  
**From:** Eric Guenther, PenMet Parks Staff  
**Date:** December 11, 2006  
**Subject:** **Peninsula Recreation Program**

### Background

From 2003 until the Fall of 2005, Pierce County Parks, in a partnership with the City of Gig Harbor and the Peninsula School District (PSD) operated a Joint Recreation Program on the Peninsulas.

In the summer of 2005, Pierce County (PC) announced that they were discontinuing funding and staffing for the program, and PSD announced the termination of their contribution of office space, computer resources, and support.

In January, 2006, the program was revived through a partnership among the City of Gig Harbor (GH), PenMet Parks, Peninsula Athletic Association (PAA), and Tacoma Community College (TCC).

### Update

The Peninsula Recreation Program produces quarterly editions of the Peninsula Recreation Guide in tandem with the TCC-Gig Harbor Class Schedule. The Guide is mailed to every household on the Gig Harbor and Key Peninsulas (30,000 households) and includes:

- Map of Gig Harbor Peninsula Parks and Recreation Sites
- Schedule of Gig Harbor Area Events
- Directory of Gig Harbor Area Recreation Providers
- Local Recreation Classes, Clinics, and Programs
- TCC Trips and Travel Information
- TCC-GH Class Schedule

The Peninsula Recreation Program's primary goals are two-fold:

- Provide information on existing recreational opportunities
- Provide or facilitate recreation programming that is missing in the community

The Recreation Providers Directory and the PenMetParks.org website provides contact information for a wide variety of recreational activities. Many local recreation providers offer classes and programs which are advertised through the Guide's Peninsula Recreation Directory including:

- Art
- Dance
- Exercise
- Golf
- Baseball
- Tennis
- Kayaking
- Music
- Senior Activities
- and more

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PenMet Parks Board of Commissioners

Mark Mauren  
President

Joel Wingard  
Commissioner

Scott Junge  
Clerk of the Board

William Sehmel  
Commissioner

Curtis Hancock  
Commissioner

TCC's Trips and Travel program was modified by request to include a Gig Harbor pickup site for certain trips, with up to a dozen local residents taking advantage of this convenience each trip. The other trips which leave from TCC Tacoma are also getting good Gig Harbor attendance.

The Peninsula Athletic Association provides youth and adult athletic leagues, camps and clinics; and also arranges the recreation programming that is directed at filling the gaps in the overall community recreation offerings such as:

- Art Classes (10 per class)
- Father/Daughter and Mother/Son Balls (220 per ball)
- Martial Arts (9 per class)
- Dance Camp (50-60 per camp)
- Athletic Camps (30-120 per camp)
- and more

Community youth athletics participation includes:

- Soccer (2500 annually)
- Baseball (2100 annually)
- Basketball (1200 annually)
- Football (400 annually)
- Plus volleyball, wrestling, kayaking, and more.

Key Peninsula Metro Parks also contributes to the Peninsula Recreation Guide with programs and advertising revenue.

The Peninsula School District continues many programs including:

- Swimming
- Summer Sports Camps
- Summer Tennis
- YMCA Before/After School
- YMCA Holiday and Summer Programs

Through the PenMet Parks website or the contact information in the Recreation Guide, citizens can offer feedback and submit requests or inquiries for specific recreational opportunities. Citizens call or e-mail daily and are then directed to local recreation providers, or, where no program exists and sufficient interest is expressed, a program can be developed.

The Peninsula Recreation Program and the Peninsula Recreation Guide provide programming and support for a wide variety of recreational opportunities in the community. The support for this program provided by the City of Gig Harbor is a valuable and vital component of this on-going recreational service.

Should you have any questions or comments please feel free to contact me at 858.3410 or via e-mail at [EGuenther@PenMetParks.org](mailto:EGuenther@PenMetParks.org).



## **ADMINISTRATION**

**TO: CITY COUNCILMEMBERS**  
**FROM: CHUCK HUNTER, MAYOR**  
**SUBJECT: AMENDMENT TO JOB DESCRIPTIONS**  
**DATE: DECEMBER 21, 2006**

### **INFORMATION/BACKGROUND**

Due to staff adjustments in the adopted 2007 Annual Budget, a job description for Senior Engineer was developed and will replace the Project Engineer position that currently exists. This job description has been attached for your review.

One other housekeeping amendment has been made to reflect a more logical arrangement of the manual. The Custodian job description was moved from Administration to Operations.

### **RECOMMENDATION**

A motion to adopt the *2007 City of Gig Harbor Job Descriptions* as amended.



## **SENIOR ENGINEER**

### **Nature of Work**

This position is responsible for performing responsible professional level engineering and administrative work in connection with a wide variety of private development and City capital projects; directs professional and paraprofessional engineering personnel engaged in the planning, design, and construction phases of engineering projects; performs utility and agency coordination; design and preparation of plans, specifications and estimates; contract administration, and construction inspection), development review, traffic engineering, storm water engineering, supervision, and other functions as assigned.

### **Controls Over the Work**

Under the direct supervisory control of the City Engineer and general supervision of the Director of the Community Development Department, work is performed with very limited supervision, and the employee has relative independence and latitude for exercising independent judgment and initiative within the scope of oral and written instructions and established policies, guidelines, and procedures consistent with professional engineering practice. Work involves performance of complex tasks to provide engineering support for Public Works projects and programs and for development review to ensure technical congruence and compliance with current codes and criteria.

### **Essential Duties and Responsibilities**

Performs regular contact with professional engineering consultants, citizens, government agencies, involves communities and contractors in connection with complex and difficult engineering matters.

Performs overall supervision and review of detailed and complex engineering calculations, plans, specifications, cost and quantity estimates, bid documents, and addenda for public works projects, such as street, sewerage system, water system, storm drainage system, and park improvements, and performs related duties as required.

Performs or supervises construction support services including on-site inspection, project coordination, preparation and/or negotiation of change orders, material source review, review and preparation of progress estimates, contract records preparation and management, and contract correspondence.

Prepares and/or assists in the development of consultant and/or vendor services contracts, and advertisements for services; participates in the consultant selection process; directs and/or supervises the work of consultants, and ensures

conformance with contracted scopes of service and reviews invoices for accuracy.

Reviews and/or assists in review of development proposals, engineering reports, and construction plans submitted for City review.

Assists in the development and implementation of Department policies and procedures.

Compiles information for reference such as rules and regulations applicable to Department functional areas, traffic, grants, costs, and other pertinent information.

Performs other duties as directed.

### Knowledge, Abilities and Skills

Knowledge and experience in the development, design, construction contract administration and inspection, and maintenance of street, traffic engineering and control, water system, sewerage system, storm drainage system, and park facilities.

Knowledge of federal, state and local rules and regulations pertaining to City facilities, development, environmental review, construction, and public agencies.

Knowledge, skills, and ability to prepare and review designs, details, estimates, plans and specifications for development and agency projects.

Ability to establish and maintain effective working relationships with other departments, governmental agencies, utilities, consultants, contractors, developers, other staff, and citizens.

Skill in the use of various word processing, spread sheet, project scheduling software, and design software.

Ability to express ideas clearly and concisely, orally and in writing to groups and to individuals.

### Physical Demands

Work is performed both in the office and in the field, including project inspection and review involving driving to the site(s). Work involves moderate risk conditions, such as high level of noise, dust, grease or mud, moving vehicles or machines, cold and/or wet weather. Work requires some physical exertion, such as long periods of standing, walking over rough, uneven surfaces, and recurring bending, crouching, reaching and occasional lifting of moderately heavy items.

### Qualifications Required

Minimum: Graduation from a four-year college or university with major course work in civil engineering or comparable field; Washington State registered professional civil engineer; three years experience in an engineering capacity with a city, county, or regional office or firm which does considerable work for local governmental agencies.

A valid Washington State driver's license and a history of safe driving is required.



## **ADMINISTRATION**

**TO: CITY COUNCILMEMBERS**  
**FROM: MAYOR CHUCK HUNTER**  
**SUBJECT: CONFLICT OF INTEREST LETTER**  
**DATE: DECEMBER 21, 2006**

### **INFORMATION/BACKGROUND**

City Councilmembers considered the Consultant Services Contract for lobbying services at the last meeting. At the recommendation of the City Attorney, Carol Morris, a motion was made to authorize the contract with the submittal of a Conflict of Interest Letter by Tim Schellberg.

Attached is the letter submitted by Mr. Schellberg for your review.

### **RECOMMENDATION**

To authorize the Mayor to sign the Conflict of Interest Letter.

GORDON, THOMAS HONEYWELL  
GOVERNMENTAL AFFAIRS



December 12, 2006

Hon. Chuck Hunter  
Mayor of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Conflict of Interest Letter

Dear Mayor Hunter:

Gordon Thomas Honeywell Governmental Affairs (GTH-GA) has been retained to provide the City of Gig Harbor with Governmental Affairs services. GTH-GA is independently owned and operated from the Gordon Thomas Honeywell Law Firm and GTH-GA will not be providing any legal services. However, because GTH-GA is affiliated with the Gordon Thomas Honeywell law firm, and the law firm is currently with litigation with the City of Gig Harbor, it is appropriate to pursue a conflict of interest letter between GTH-GA and the City of Gig Harbor.

GTH-GA reasonably believes our representation of the City of Gig Harbor will not create a conflict of interest. Nevertheless, the rules of professional conduct No. 1.7 for attorneys practicing in Washington State require that we contain your consent in writing of any potential conflict of interest. We are therefore requesting that you review this letter and sign and return the copy enclosed in the envelope provided.

Should you have any questions for further concerns regarding any of the matters described in this letter, please feel free to contact me.

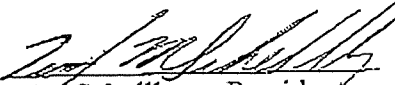
Sincerely,

Tim Schellberg

Consented to:

Consented to:

\_\_\_\_\_  
Chuck Hunter, Mayor  
Date

  
Tim Schellberg, President  
Date 12/12/06

Cc: Carol Morris  
Derek Young  
Molly Towslee



## **ADMINISTRATION**

**TO: CITY COUNCILMEMBERS**  
**FROM: MAYOR HUNTER**  
**SUBJECT: CITY ADMINISTRATOR CONTRACT**  
**DATE: DECEMBER 21, 2006**

### **INFORMATION/BACKGROUND**

As you are aware the position of the City Administrator for the City of Gig Harbor has been vacant since August 31, 2006. After a regional personnel search by Linda Thomas, 35 potential candidates submitted resumes, 15 of these were interviewed by Ms. Thomas, and the final four were interviewed by a committee made up of two members of the administrative staff, two council members, two city managers from other cities, and two citizens of Gig Harbor. Mr. Robert Karlinsey was the unanimous choice and as Mayor I concur that Mr. Karlinsey is the best candidate for the job.

The attached Employment Agreement has been drafted by the city's personnel attorney, and is attached for your review.

### **FISCAL CONSIDERATION**

The salary range and benefits have been approved in the 2007 Annual Budget.

### **RECOMMENDATION**

I recommend that City Councilmembers authorize the Mayor to sign this employment contract with Robert G. Karlinsey, City Administrator.

**EMPLOYMENT AGREEMENT  
CITY ADMINISTRATOR - CITY OF GIG HARBOR**

WHEREAS, the Mayor has been authorized by Chapter 2.10 of the Gig Harbor Municipal Code to appoint a qualified person of the office of the City Administrator;

WHEREAS, the provisions of the post of City Administrator are set forth in the attached Exhibit A;

WHEREAS, such code provisions require that the Administrator be employed by a written contract stating all terms of employment, compensation and detailing the methods of termination by other parties; NOW, THEREFORE

This agreement has been entered into this \_\_\_\_\_ day of December, 2006, with an agreed starting date of January 15, 2007, by and between the City of Gig Harbor, State of Washington, a municipal corporation (hereinafter "the City") and Robert G. Karlinsey, (hereinafter "Mr. Karlinsey").

In consideration of the mutual benefits to be derived:

1. Duties. The City hereby employs Mr. Karlinsey as City Administrator of the City of Gig Harbor to perform the functions and duties as set forth in the attached job description, incorporated by this reference as fully as if herein set forth, and to perform such other legally permissible and property duties and functions as the Mayor of the City shall delegate.

2. Termination.

2.1 The employment of the City Administrator is at will. The City Administrator may be terminated by the Mayor at any time for the convenience of the City. After six (6) months of employment, if Mr. Karlinsey is terminated by the City and Mr. Karlinsey is willing and able to perform the duties of City Administrator, or if the City otherwise breeches the provisions of this Agreement, the City agrees to pay Mr. Karlinsey severance pay equal to three (3) months current salary, to provide three months written notice of termination of employment, or to provide any combination thereof, at the City's discretion, not to exceed three months' total compensation.

Severance pay, written notice of termination, or a combination thereof, shall increase by one (1) month for every additional year of Mr. Karlinsey's employment after the first 18 months of employment as City Administrator, up to a maximum of six (6) months.

2.2 Nothing herein shall prevent, limit or otherwise interfere with the right of Mr. Karlinsey to resign at any time from employment with the City.

2.3 During the course of this Agreement, Mr. Karlinsey agrees that he shall not perform services for any other entity of any kind or nature whatsoever. This Agreement is intended to be an exclusive employment arrangement. This exclusivity is based upon the need to maintain public confidence and avoid the appearance of any impropriety. Provided, however, that nothing herein shall be construed to prohibit Mr. Karlinsey from teaching at an accredited school, college or university with the express written consent of the Mayor, or volunteering his or her services in any capacity.

### 3. Salary and Benefits.

3.1 Salary. The City agrees to pay Mr. Karlinsey for his services a monthly salary of Nine Thousand Eight Hundred Fifteen Dollars (\$9,815.00). Pay periods shall be the same as other non-represented City employees. Subject to the limits of the approved salary range, the monthly salary shall be adjusted on the anniversary date of this Agreement by the same annual cost of living adjustments as provided to other non-represented City employees in the annual salary ordinance.

3.2 Merit Pay. In addition, at the Mayor's sole discretion, merit pay may be awarded in accordance with the merit pay program established by personnel manual and approved by the City Council. The amount of such bonus shall be computed on the annual salary established in accordance with this Agreement and the City's annual salary ordinance. A review shall be conducted before October 31<sup>st</sup>, and prior to adoption of the annual operating budget, and any merit increase shall be effective on the anniversary date of the Agreement.

3.3 Benefits. The City agrees to provide Mr. Karlinsey all current and future benefits provided to other non-represented City employees as approved and provided in City policy and budget documents. Examples of such benefits include, but are not limited to: Health insurance, retirement, City-paid holidays, and sick leave. The City recognizes eleven (11) years of service credit for the purpose of calculating Mr. Karlinsey's vacation accrual rate. Therefore, Mr. Karlinsey's vacation accrual rate will start at 13.33 hours per month and will be adjusted thereafter on his anniversary date in accordance with the City's personnel policies. Mr. Karlinsey's vacation usage, accrual limits, and cash outs shall comply with the City's personnel policies.

3.4 Membership Dues. The City recognizes the value of Mr. Karlinsey's membership and participation in certain professional organizations. The City shall pay Mr. Karlinsey's annual dues as a member of the Washington City/County Management Association and the International City/County Management Association.

4. Performance Evaluation. The Mayor shall review and evaluate the performance of Mr. Karlinsey at least once annually in advance of the adoption of the annual operating budget. Such review and evaluation shall be in accordance with the standard procedures employed by the City and based upon the job description. The job description which is attached Exhibit A may be amended at any time. The Mayor shall



determine the duties of the position which shall be affirmed by the City Council in the annual budget ordinance. The Mayor shall include any changes to the job description in his report to the City Council when requesting adjustments to the annual salary ordinance as a part of the budget process. Nothing herein shall be interpreted to provide for-cause termination rights to the employee, and the evaluation procedure is for the sole purpose of assuring that the Mayor's expectations and the performance of the City Administrator are discussed on a regular basis, at least annually.

5. Insurance and Indemnification.

5.1 The City shall bear the full cost of any fidelity or other bonds required of Mr. Karlinsey under law or the ordinances of the City. The City shall provide professional liability insurance as necessary to cover actions taken by Mr. Karlinsey during the course and scope of his employment. In addition, the City promises to indemnify and hold harmless Mr. Karlinsey arising from or out of any conduct, act or omission of Mr. Karlinsey performed or omitted on behalf of the City in his/her capacity as City Administrator. The promise to hold harmless and indemnify shall apply only to the reasonable costs of defense at a rate approved by the prior of the City, provided, however, that the City's contribution shall not exceed the hourly rate paid to its City Attorney. In no event shall protection be offered under this section by the City with regard to:

5.1.2 Any dishonest, fraudulent, criminal, willful, intentional or malicious act or course of conduct by Mr. Karlinsey;

5.1.3 Any act or course of conduct of Mr. Karlinsey which is not performed on behalf of the City;

5.1.4 Any act or course of conduct which is outside the scope of Mr. Karlinsey's service or employment with the City; and/or

5.1.5 Any lawsuit brought against Mr. Karlinsey by or on behalf of the City. Nothing herein shall be construed to waive or impair the right of the City Council to initiate suit or counterclaim against Mr. Karlinsey, nor to limit its ability to discipline or terminate Mr. Karlinsey.

5.2 Provisions of this indemnity shall have no force or effect with respect to any accident, occurrence or circumstance for which the City or Mr. Karlinsey is insured against loss or damages under the terms of any valid insurance policy or pooling arrangement; provided, however, that this provision shall provide protection, subject to its terms and limitations, above any loss limit of such policy. The provisions of this indemnity provision are intended to be secondary to any contract or policy of insurance owned or applicable to Mr. Karlinsey. The City shall have the right to require Mr. Karlinsey to utilize any such policy protection prior to requesting the protections afforded by this chapter.

5.3 The determination of whether Mr. Karlinsey shall be afforded a defense by the City under the terms of this provision shall be finally determined by the City Council on the recommendation of the Mayor. The decision of the City Council shall be final as a legislative determination of the Council. Nothing herein shall preclude the City from undertaking Mr. Karlinsey's defense under a reservation of rights.

5.4 If legal representation of Mr. Karlinsey is undertaken by the City Attorney, all the conditions of representation are met, and a judgment is entered against the official or employee, or a settlement made, the City shall pay such judgment or settlement; provided, that the City may, in its discretion appeal as necessary, such judgment.

6. Notices given pursuant to this Agreement shall be in writing and deposited in the custody of the United States Postal Service, postage prepaid, addressed as follows:

6.1 To the City:  
Charles Hunter, Mayor  
City of Gig Harbor  
3510 Grandview  
Gig Harbor, WA 98335

6.2 To the City Administrator:  
Mr. Robert G. Karlinsey  
7969 Beardsley Ave. NW  
Gig Harbor, WA 98335

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable in a civil judicial proceeding. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the custody of the United States Postal Service.

## 7. General Provisions.

7.1 This Agreement shall constitute the entire written agreement between the parties. The terms of such regulations are generally applicable to the employees of the City under the personnel regulations approved by the City Council, or the ordinances of the City shall apply unless in conflict with the terms of this Agreement. In the event of conflict, the terms of this Agreement shall prevail.

7.2 This Agreement shall not be amended except in writing with the express written consent of the parties hereto.

7.3 If any provision, or portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or any

portion thereof, shall be deemed severable and shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed this \_\_\_\_\_ day of December, 2006.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
W. Scott Snyder, Special Counsel

ROBERT G. KARLINSEY,  
CITY ADMINISTRATOR

\_\_\_\_\_  
Robert G. Karlinsey

## **CITY ADMINISTRATOR**

### **Nature of Work**

This is a highly responsible administrative and management position. The employee occupying this position has the overall responsibility of managing the city. Work involves supervising all phases of the Clerk and Treasurer's Departments, ensuring conformance to city ordinances and state laws pertaining to the establishment and maintenance of city records and accounting of municipal funds. Managing the activities of all city departments and offices and rendering direct assistance to the Mayor and Council in the planning, organization, and administration of all municipal government functions. The incumbent will develop effective working relationships with elected administrative and program officials to ensure cooperation and efficient operation of city government.

### **Controls Over the Work**

Under supervisory control of the mayor and within the framework of governing state and local laws and general policy established by the City Council, duties are performed with a wide latitude for independent judgment and action. Work requires the exercise of mature judgment and the application of management techniques and practices in a wide variety of administrative, fiscal and related areas. Work is subject to review for results obtained and conformance with governing laws and established policies, through discussion and analysis of recommendations, actions, and reports.

### **Essential Duties and Responsibilities**

Reports directly to the Mayor.

Assists the Mayor in advising and furnishing leadership to civic organizations dealing with specific items affecting the city's welfare.

Oversees, coordinates, and manages the activities of all city departments and offices in carrying out the requirements of ordinances, laws, rules and regulations, and the policies of the City Council.

Reports regularly to the Mayor concerning the status of projects and functions of the various city departments and offices.

Advises and assists the Mayor and City Council in the formulation and establishment of administrative policies for operation of city government departments and offices, as well as developing policy related to the general future direction of city government.

Reports to and advises the Mayor and City Council as appropriate, on immediate as well as emerging municipal problems.

Attends various civic and business meetings on behalf of the city.

Directs the preparation of the Council agenda furnishing pertinent documents, reports and briefings as needed.

Seeks out funding sources and prepares and processes grant applications in the furtherance of municipal planning goals.

Directs the annual budget preparation and submittal to the City Council and monitors budget compliance on a monthly basis.

Directs the establishment and maintenance of city records.

Directs all aspects of Clerk and Treasurer functions.

Responsible for city's selection, evaluation, training, and termination of management and administrative staff; supervises personnel records and payroll; administers employee benefits; and supervises time and attendance record keeping.

#### Knowledge, Abilities, and Skills

Thorough knowledge of the theory, principles and practices of public administration.

Thorough knowledge of municipal organization and functions and related federal, state and local laws, rules, regulations and special programs.

Thorough knowledge of accepted professional management practices.

Good knowledge of personnel and civil service regulations, policies and procedures.

Good knowledge of office methods and practices.

Ability to sustain operations and perspective of the governmental mission.

Ability to formulate and implement sound clerical and fiscal policy and procedures and prepare and monitor a balanced budget.

Ability to learn the inter-workings and inter-relationships of city government operations and functions and the relationships with other levels and forms of government.

Ability to plan, direct, and coordinate the work of subordinates.

Ability to gain and retain effective working relationships with city employees, the Council, the Mayor, other public officials and the community at large.

Ability to plan and prepare grants and monitor resultant programs and/or activity.

Ability to express ideas effectively, orally and in writing.

### Physical Demands and Work Environment

Work is performed primarily in an office or conference room setting. However, some local traveling is involved in public relations activities, attending meetings and visiting city departments and facilities. Therefore, some walking, standing and bending is required. Exposure to adverse weather conditions is minimal.

### Qualifications Required

Minimum: Graduation from a four-year college or university with major course work in business, public administration, or related field, supplemented by course work in financial planning and four years experience in duties related to the position.



## **ADMINISTRATION**

**TO: CITY COUNCILMEMBERS**  
**FROM: MAYOR HUNTER**  
**SUBJECT: ADMINISTRATIVE AND SPECIAL PROJECTS – TEMPORARY EMPLOYMENT CONTRACT**  
**DATE: DECEMBER 21, 2006**

### **INFORMATION/BACKGROUND**

Lita Dawn Stanton is nearing the end of her Temporary Employment Contract. The job she performed consisted of projects that the full-time staff did not have the time to undertake. These projects include helping facilitating the review of the Community Development Department and the electronic permitting system, and acting as the CLG officer and writing three grants, two of which were successful. These projects have been successful but need monitoring to facilitate design and construction that meets the intent of the grants.

We are at a critical stage in the Interlocking software/electronic permitting. Dawn has been responsible for liaison between the interlocking and staff, facilitating the scheduling of training and data entry testing. She is developing a user manual tailored to our specific use.

I would like to extend her employment agreement another 90 days to allow for the continuation of the duties that she is currently performing.

### **FISCAL CONSIDERATION**

The contract amount not to exceed \$15,000 with an hourly rate of \$22.20. Funds are available in the 2007 Budget for this contract.

### **RECOMMENDATION**

That City Council authorizes the Mayor to sign this amended Temporary Employment Contract with Lita Dawn Stanton.

## AMENDMENT TO TEMPORARY EMPLOYMENT CONTRACT

WHEREAS, the undersigned contract employee, Lita Dawn Stanton (hereinafter Ms. Stanton”), has particular expertise in project management and historical preservation through establishment of Gig Harbor as a Certified Local Government;

WHEREAS, the City is currently without the services which it requires to: provide Project Management and coordination for staff training and implementation of the Interlocking Software for the electronic permitting system;

WHEREAS, the City wishes to contract with Ms. Stanton to serve as a contract employee, to provide specified management services subject to the contract limitations set forth herein;

NOW, THEREFORE, Lita Dawn Stanton and the City of Gig Harbor, Washington, a municipal corporation (hereinafter “City“), have entered into this agreement under the terms and conditions set forth herein:

1. Contract Employee Relationship. Ms. Stanton shall be paid an hourly rate of \$22.20 per hour consistent with the 2006 Salary Range for Community Development Assistant of \$3168 - \$3960 per month, as listed on the City’s annual salary ordinance. Ms. Stanton shall receive only the benefits specifically set forth in this agreement. By way of illustration, Ms. Stanton’s compensation package shall not include sick leave, vacation or any other benefit not required by state or federal law or the provisions of the City’s health insurance policies. This employment relationship is at will and may be terminated at any time, with or without cause.

2. Hours of Work. The Mayor shall establish a work schedule under which Ms. Stanton shall perform services as Project Manager and CLG Officer. The normal work schedule for this position shall not exceed the (40) hours per week during standard working hours.

3. Term. As a temporary employee, this Agreement shall expire on ~~December 31, 2006~~, March 30, 2007 when the duties and tasks described in Section 2 have been completed or when terminated by the Mayor in his sole discretion, whichever shall first occur.

4. Guild Concurrence. By its signature below, the Gig Harbor Employee’s Guild President agrees that nothing herein shall be interpreted to or consider as an authorization to remove bargaining unit work. Rather this contract is recognized as an exercise of management right to provide management services to the City on a limited basis as a temporary employee pending completion of the management tasks or ~~December 31, 2006~~, March 30, 2007, whichever shall first occur.



5. Termination. In addition to the automatic termination provided for in Paragraph 3, this agreement is terminable at will by either party, with or without cause.

6. Entire Agreement: Amendment. This is the entire agreement between the parties. Any prior understandings, written or oral, shall be deemed merged with its provisions. This agreement shall not be amended except in writing with the express written consent of the parties hereto.

DONE this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

EMPLOYEE

CITY OF GIG HARBOR

\_\_\_\_\_  
Print Name: Lita Dawn Stanton

\_\_\_\_\_  
Chuck Hunter, Mayor

GUILD

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
By: William Hendrickson  
Title: Guild President

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

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