

**GIG HARBOR
CITY COUNCIL MEETING**



November 25, 1996

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



AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
November 25, 1996 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

PUBLIC HEARING:

1. Six-Year Transportation Plan.
2. Second Public Hearing for the Proposed 1997 Budget.

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS: None.

OLD BUSINESS:

1. Second Reading of Ordinance Increasing Civil Service Eligibility List to Five.

NEW BUSINESS:

1. Employee and Supervisor Guild Contracts.
2. Second Reading of Ordinance Adopting the 1997 Budget.
3. First Reading of Ordinance Amending Title 17 of the GHMC, Adult Businesses.
4. Resolution adopting Six-Year Transportation Plan.
5. First Reading of Ordinance - 1996 Budget Amendment.
6. Hearing Examiner Contract for 1997.
7. Legal Services Agreement for 1997.
8. Renewal of Copier Contract - Upstairs Machine.

MAYOR'S REPORT: None scheduled.

COUNCIL COMMENTS:

STAFF REPORTS:

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION: None scheduled.

ADJOURN:





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
DATE: NOVEMBER 21, 1996
SUBJECT: FINAL PUBLIC HEARING - 1997 BUDGET

BACKGROUND

The total proposed 1997 budget is \$17,056,325. This represents a 32 percent increase over the 1996 budget and incorporates a number of changes discussed at the budget workshops.

The largest fund increase, over \$2 million, is in the Property Acquisition Fund for the purchase of the Harbor Heights School property. This purchase will provide nearly 10 acres of park property, a future city hall site and a potential senior or civic center site.

The Streets Fund has the next largest increase, over \$1.5 million. We are carrying forward from the 1996 budget the Kimball Drive Park & Ride at \$1,160,000 and Rosedale reconstruction at \$790,000. The increase is attributable to design and construction of the East-West Road at \$1,600,000. We will be receiving \$2,634,000 from federal and state grants and county participation on the \$3,550,000 of projects.

Nearly half of the 1997 budget, or \$8,450,545, is allocated to capital expenditures, including the projects listed above, Jerisich Dock improvements and a variety of water and sewer projects.

Salaries and benefits account for 16.5% of the budget at \$2,809,374. The 12% increase is due to the addition of six and one-half positions during the year and to a 2.9% COLA increase. Four of these positions (three police officers and a code compliance officer for the planning dept.) will be added as needed after the Westside annexation is complete. Another police officer, a wastewater treatment plant operator and a half-time shop clerk/office assistant will be added as soon as possible in 1997.

Another \$2,165,200, or 12.7% of the budget is accounted for by transfers between funds. These are primarily to support capital projects and include transfers from the General Fund to the Streets, Property Acquisition, and Storm Sewer Funds; transfers from the General Government Capital Asset and General Government Capital Improvement Funds to Streets; and transfers from Water and Sewer Operating Funds to Water and Sewer Capital Construction Funds.

REGULAR GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 12, 1996

PRESENT: Councilmembers Ekberg, Owel, Picinich, Markovich and Mayor Wilbert.
Councilmember Platt was absent.

PUBLIC COMMENT / DISCUSSION: None.

PUBLIC HEARING:

Proposed 1997 Budget. Mayor Wilbert opened the public hearing and introduced Tom Enlow, Finance Director. Mr. Enlow gave a brief overview of the 1997 budget. He announced the two work sessions to be held on the proposed budget, November 18th and November 19th, and explained that there would probably be several changes made to the proposed budget after these meeting.

There were no comments by Council or the audience and the Mayor closed the public hearing on this agenda item at 7:09 p.m.

CALL TO ORDER: 7:09 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the October 28th meeting, as presented.
Ekberg/Owel - unanimously approved. Councilmember Markovich abstained.

CORRESPONDENCE / PROCLAMATIONS:

1. **Invitation - 2nd Annual P.C. Fire Chiefs & Commissioners Combined Dinner Meeting.**
Mayor Wilbert said this letter was just for information.
2. **Cultural Arts Commission.** Mayor Wilbert said this letter was also for information only.

OLD BUSINESS:

1. **Second Reading - 1997 Tax Levy Ordinance.** Tom Enlow introduced the second reading of this ordinance and recommended approval.

MOTION: Move to approve Ordinance 740 adopting the 1997 Tax Levy Ordinance.
Picinich/Ekberg - unanimously approved.

NEW BUSINESS:

Mayor Wilbert asked that item number four of the agenda, Risk Management Review, be delayed to the end of New Business so the Insurance Broker, Steve Feltus, could be at the meeting. It was agreed.

1. **Indigent Defense Service Contract - Pierce County.** Mark Hoppen, City Administrator, explained that this contract was identical to the 1995 agreement and added that he was meeting soon to work on the 1997 agreement.

MOTION: Move to approve the contract as presented with recommendations of Legal Counsel, if any.
Markovich/Picinich - unanimously approved.

2. Lease Proposal - Jean Louis Gazabat, Shorewood Realty. Mark Hoppen asked for Council's direction on whether or not to pursue leasing the lower floor of the Shorewood Realty building next to City Hall to provide room for the Planning Department. He explained that the 960 square feet had been offered at \$1,000 per month and would provide an efficient, functional solution to the crowded working conditions in the Planning / Public Works Department without extensive remodeling costs or a continued decrease in the level of service to the community. He answered questions about the building at the Wastewater Treatment Plant and the Bogue Building, neither of which would offer a suitable solution. Council offered the following motion.

MOTION: Move that we direct Mark Hoppen to bring back a one year lease with a one year option, for the lower floor of the Shorewood for Council consideration.
Picinich/Ekberg - unanimously approved.

3. Amendment to Department of Ecology Loan Agreement. Tom Enlow explained that the Department of Ecology was asking that the City begin repaying the State Revolving Fund loan for the Wastewater Treatment Plant expansion project. He added that the original agreement estimated the completion date for the project to be July 1, 1995, with loan payments beginning July 1, 1996. Because the project has yet to be completed, they agreed to amend the agreement to reflect a completion date of November 30, 1995, with loan payments to begin November 30, 1996 so payment could begin. He said that Legal Counsel had recommended an amendment that was much clearer, and asked that Council approve that amendment.

MOTION: Move to authorize the Mayor to sign the amendment recommended by Legal Counsel.
Markovich/Picinich - unanimously approved.

4. First Reading - Ordinance Adopting the 1997 Budget. Tom Enlow asked if Council had any questions on the information he had presented during the public hearing. There were no questions, and Tom announced that this ordinance would return for a second reading at the next council meeting.

5. Review of Financial Plan Revisions for Parks, Recreation and Open Space Plan. Wes Hill, Public Works Director, explained that one of the 1996 objectives is to complete a Parks, Recreation and Open Space Plan. He added that the Planning Commission, along with Tom Beckwith of Beckwith Consulting, drafted a plan to be reviewed by Council. He introduced Tom Beckwith who summarized the chapter on financing in the Parks, Recreation and Open Space Plan. He explained that there were four alternatives utilizing three sources, General



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SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN NARRATIVE 1997-2002

1) EAST-WEST ROAD: Swede Hill Interchange to Peacock Hill Avenue

This project is an integral component of the Gig Harbor North annexation, and is intended to relieve existing traffic congestion on City streets serving the area north and east of the City, and provide access for development in the annexation area. An interlocal funding agreement has been executed with Pierce County, with right-of-way to be furnished by the landowners along the project route contingent on successful completion of the annexation process, including the appeal period. The roadway will be designed for an ultimate five-lane section from the Swede Hill Interchange to east of the future North-South Road. Anticipated features include a landscaped median and planter strips, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter, and sidewalk on each side. Initial construction will provide a two-lane section with left turn pockets, paved shoulders, and open ditch on at least one side. Anticipated additive alternates will include curb, gutter and sidewalk on one side, and provisions for lighting depending on the estimated construction costs and the bidding climate. Construction will be contingent on successful completion of the annexation process.

2) ROSEDALE STREET: Harborview Drive to Shirley Avenue

Improvements on this federally funded project include pavement reconstruction; and widening to provide concrete curb and gutter on both sides, storm sewer improvements, asbestos-cement water main replacement, parking on one side of the street where feasible, a bicycle lane and sidewalk on at least one side of the street, and provisions for or landscaping and architectural street lights.

3) KIMBALL DRIVE PARK & RIDE EXPANSION & RELATED TRAFFIC IMPROVEMENTS:

This project will approximately double the capacity, restore deteriorated pavement, and construct a pedestrian-transit center, landscape buffer, lighting, storm sewer system, and related improvements for the existing Pierce Transit Park and Ride facility (located on the west side of the 6400 to 6600 blocks of Kimball Drive). The project also includes a new traffic signal at the Pioneer Way-Kimball Drive intersection, signal replacement at the Grandview Street-Pioneer Way intersection, signal improvements at the Stinson Avenue-Pioneer Way intersection, signal interconnect for signal coordination, priority signal for emergency and transit vehicles, channelization, asbestos-cement water main replacement, and pavement restoration. Federal Aid, Pierce Transit, Fire District 5, and private funds are involved in this project. The City of Gig Harbor will be the lead agency for design, and construction contract inspection and administration for this project.

4) BAYRIDGE AVENUE: Rosedale Street to Street End

This project will replace the existing failing pavement with a structural pavement section, including subdrainage system. The work will be performed in stages, primarily in conjunction with installation of a water main to provide for an eventual looped connection with the water main on Shirley Avenue and fire flow in this area, and an enclosed storm drainage system.

5) VERNHARDSEN STREET: Peacock Hill Avenue to City Limits

This project includes minor widening, pavement restoration and/or overlay, storm sewer, curb, gutter, and sidewalk(s). The project will be performed in one or more stages in conjunction with construction of water main improvements as shown in the Comprehensive Water Plan.

6) JUDSON STREET: Pioneer Way to Soundview Drive

This project provides for reconstruction and possible realignment of the existing street to provide an aesthetic and "pedestrian-friendly" linkage between Pioneer Way and Soundview Drive. The project contemplates minor widening to provide for left-turn pockets or on-street parallel parking where feasible; curbs, gutters, and sidewalk on both sides; storm drainage and water main improvements; landscaped planter strips; and architectural lighting.

7) KIMBALL DRIVE: Pioneer Way to Hunt Street

This project involves reconstruction of Kimball Drive either in conjunction with, or as a follow-up to, the Kimball Drive Park and Ride Expansion and Related Traffic Improvements Project. Improvements would include modifications to provide a primarily three-lane section with bicycle lanes along the entire segment, parallel on-street parking where feasible, storm drainage improvements, full curb, gutter and sidewalk improvements on both sides, landscaped median and parking strips, and architectural street lights. Project design and construction will be contingent on obtaining grant funding to match local agency, and private funding from current development projects fronting Kimball Drive.

8) ROSEDALE STREET (Phase 2): SR-16 to City Limits (54th Ave. NW.)

This project will consist of reconstruction, overlay, and minor widening to provide a nominal two to three-lane section with bicycle lanes, curbs, gutters, and sidewalks on both sides of the street, storm sewer improvements, landscaping, architectural lighting, and related improvements. Improvements will include channelization, and provisions for future signalization at the Skansie Avenue-Rosedale Street intersection.

9) ROSEDALE STREET (Phase 3): Shirley Avenue to SR-16

Work on this project will include reconstruction, overlay, and minor widening to provide a two-lane section with parallel on-street parking where feasible and desired; storm drainage, sanitary sewer, and water main improvements; concrete curb and gutter on both sides; a bicycle lane and sidewalk on one side of the street, and provisions for landscaping and architectural street lighting.

10) FRANKLIN AVENUE: Burnham Drive to Peacock Hill Avenue

The purpose of this project is to provide a pedestrian link with Burnham Drive, Peacock Hill Avenue and the Finholm-Fuller Street View Climb connection to North Harborview Drive. The street will be reconstructed to provide a full-paved width residential street section with storm drainage improvements, and curbs, gutters, sidewalks and landscaped planter strips on both sides of the street. The project will be performed in conjunction with replacement of the existing asbestos-cement water main, and will include traffic calming features appropriate to the residential setting.

11) FULLER STREET: Franklin Avenue to Prentice Avenue (See Franklin Avenue)

12) HARBORVIEW DRIVE: Soundview Drive to Street End

This project will be performed in conjunction with the Harborview Drive Street End Park improvement project, and replacement of the existing asbestos-cement water main. The improvements will consist of minor widening on the north end for parking, storm sewer system, curbs and gutters on both sides, sidewalk on one side, and architectural lighting. A landscaped planter strip may be included depending on space availability.

13) PRENTICE STREET: Burnham Drive to Fennimore Street

Improvements contemplated for this project are primarily intended to provide pedestrian linkages for the Harbor Ridge Middle School, and include minor widening, storm sewer system, curbs, gutters, sidewalks, landscaping, and architectural lighting.

14) BURNHAM DRIVE: Franklin Avenue to Harborview Drive

This reconstruction project will improve the profile for sight distance and will include minor widening, storm sewer system, asbestos-cement water main replacement, curbs, gutters, sidewalks, landscaping and architectural lighting.

15) GRANDVIEW STREET: Stinson Avenue to Soundview Drive

This project will reconstruct the existing road and will include minor widening, curbs, gutters, sidewalk on at least one side, storm sewer improvements, asbestos-cement water main replacement, landscaping and architectural lighting.

16) EAST-WEST ROAD: Peacock Hill Avenue to Crescent Valley Road

This project will extend the East-West Road further east to provide better access to the Gig Harbor North area and reduce traffic volumes on City streets in the north and west harbor areas.

17) SR-16 CROSSING AT HUNT STREET: Hunt Street to Hunt Street

The purpose of this project will be to relieve congestion at the SR-16 crossings-interchanges at Olympic Drive and Pioneer Way-Wollochet Drive by providing an alternate vehicle-pedestrian link between the commercial-residential areas on the west and east sides of SR-16. The design will need

to consider existing street grades and building elevations, and the proposed Kimball Drive Connector.

18) KIMBALL DRIVE CONNECTOR: Hunt Street to Soundview Drive

This project will extend Kimball Drive south of Hunt Street to Soundview Drive to relieve existing and anticipated congestion on Soundview Drive, and at the SR-16 crossings at Olympic Drive and Pioneer Way-Wollochet Drive by providing route options.

19) DOWNTOWN PARKING LOT: Central Business District

This project will provide for additional off-street parking to augment existing public and private parking opportunities. Design will conform to the City's Design Guidelines. Design and construction contingent on City acquisition through donation of a suitable parcel or parcels.

20) FOSTER STREET: Stinson Avenue to Street End

This project will involve reconstruction to provide subdrainage and storm sewer improvements, a structural section, curbs and gutters on both sides, and a sidewalk on at least one side. The work will be performed in conjunction with replacement of the existing 10-inch asbestos-cement water main.

21) SELLERS STREET: Peacock Hill Avenue to North Harborview Drive

The purpose of this project will be to restore the deteriorated pavement surface with an asphalt concrete overlay and minor widening, provide traffic calming features if warranted, and install storm drainage improvements.

22) STREET LIGHTS: Minor and Collector Arterials

This project will install underground power and street lights in conformance with the City's Design Guidelines along minor and collector arterials to enhance vehicle and pedestrian safety, and neighborhood aesthetics.

23) REPAIR AND RESTORATION OF VARIOUS STREETS:

This project proposes to pave various roadway surfaces, and to improve storm drainage on various public streets throughout the City.

24) EMERGENCY

Agency City of Gig Harbor
County No. 27
City No. 0490
MPO Puget Sound Regional Council

Hearing Date November 21, 1996
Adoption Date _____
Resolution No. _____

FUNCTIONAL CLASS (1)	PROJECT NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVR. TYPE	RAW REQ. DATE
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL						
08	1	A) --, B) -- C) EAST-WEST (BORGEN ROAD) CONSTRUCTION D) East-West Road E) Swede Hill Interchange (SR-16) to Peacock Hill Ave. F) Design full 5-lane section, construct 2-/3-lane section, including curb, gutter, and sidewalk on one side, storm drainage, channelization, and provisions for installation of lighting & signalization.	01	F	1.27	CPS TGW	PE RW CONST TOTAL	01/97 01/97 06/97			120 (Pierce Co.) 880 1,000		72 528 600	192 1,408 1,600	192 1,408			350 3,000 3,350	EIS CE EA	
16	2	A) --, B) -- C) ROSEDALE STREET IMPROVEMENTS D) Rosedale Street (3330) E) Harborview Drive to Shirley Avenue F) Minor widening to provide two thru lanes, curbs & gutters, parallel parking where feasible on at least one side, storm sewer improvements, bicycle lane & sidewalk on one side, channelization, & provisions for landscaping, lighting, & future signalization at Stinson Avenue.	03, 05, 06	F	0.48	CP TGW	PE RW CONST TOTAL	01/97 06/97	STP(U) F	78 491 569		17 204 221	95 695 790	95 695				EIS CE EA	NO	
16	3	A) --, B) -- C) KIMBALL DRIVE PARK & RIDE EXPANSION & RELATED TRAFFIC IMPROVEMENTS D) Pioneer Way (3324) E) Grandview Street to Stinson Avenue F) Exp. ex. Pierce Transit pk. & ride fac., restore pwrinf., & install a transit dr., incl. landscp., lighting, rev'd pwr. poles, & storm drain. system. Constr. new traff. signal at Pioneer Way & upgrade signals at Stinson Ave. & Grandview St. intersections w/ Kimball Dr., incl. signal interconn. & priority op., channelization, & overlay.	12, 21	F	0.08	PTW	PE RW CONST TOTAL	02/97 08/97	F P	97 775 872	15 (Pierce Transit, F.D. #5, Dev.) 123	17 133 150	129 1,031 1,180	129 1,031				EIS CE EA	YES 12/96	
19	4	A) --, B) -- C) BAYRIDGE AVENUE IMPROVEMENTS D) Bayridge Avenue E) Rosedale Street to Street End F) Reconstruction to eliminate failed pavement sections, including subdrainage system, and storm sewer. Project will be performed in conjunction with water main construction.	07	F	0.28	W	PE RW CONST TOTAL	01/97 06/97					20 206 225	20 205 225	20 205				EIS CE EA	

Agency City of Gig Harbor
County No. 27
City No. 0490
MPO Puget Sound Regional Council

Hearing Date November 21, 1996
Adoption Date _____
Resolution No. _____

FUNCTIONAL CLASS (1)	PROJECT NUMBER	PROJECT COSTS IN THOUSANDS OF DOLLARS														EXPENDITURE SCHEDULE (at Local Agency)				FEDERALLY FUNDED PROJECTS ONLY	
		IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	FUND SOURCE INFORMATION					TOTAL	1st	2nd	3rd	4th thru 6th	ENVIR TYPE	RAW REQ. DATE		
								FEDERAL FUNDING		RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS								TOTAL	
								FEDERAL FUND CODE	FEDERAL COST BY PHASE												
00 / 16	5	A) --, B) -- C) VERNHARDSEN STREET IMPROVEMENTS D) Vernhardson Street / 95th Street E) Peacock Hill Avenue to City Limits F) Minor widening, pavement restoration and/or overlay, storm sewer, curbs, gutters, and sidewalk(s), bicycle lanes (east of N. Harborview Drive), and channelization. Project will be performed in conjunction with water main improvements.	05 07	P	0.34	W	PE	01/97					19	19		5	14		EIS		
						RAW													CE		
						CONST	05/98					212	212		54	158			EA		
						TOTAL						231	231								
00 (17)	5	A) --, B) -- C) JUDSON STREET IMPROVEMENTS D) Judson Street E) Pioneer Way to Soundview Drive F) Minor widening for left-turn pockets or on-street parallel parking where feasible, with curbs, gutters, and sidewalks on both sides, storm sewer improvements, landscaping, and lighting.	03 05	P	0.21	CPT	PE	09/97					17	17		17			EIS		
						RAW	01/97												CE		
						CONST	06/98					179	179			179			EA		
						TOTAL						196	196								
00 (16)	7	A) --, B) -- C) KIMBALL DRIVE IMPROVEMENTS D) Kimball Drive E) Pioneer Way to Hunt Street F) Reconstruction to provide a 2- / 3-lane section w/ bicycle lanes, curbs, gutters, sidewalks, and landscaped parking strip on both sides, on-street parallel parking and/or landscaped median where feasible, storm sewer improvements, and lighting.	03 05	P	0.41	PT	PE	07/97			42 (UATA, Dev.)		2	45	45				EIS		
						RAW													CE		
						CONST	06/98			381		19	400		400				EA		
						TOTAL				423		22	445								
16	3	A) --, B) -- C) ROSEDALE STREET IMPROVEMENTS (Phase 2) D) Rosedale Street E) State Route 16 to City Limits (54th Ave. NW) F) Minor widening to provide 2-thru lanes, channelization, left-turn pockets, bicycle lanes, curbs, gutters, and sidewalks on both sides, storm sewer improvements, provisions for landscaping & lighting, and provisions for a signal at the Skanska Avenue intersection. A water main extension will be performed in conjunction with this project.	03 05	P	0.53	CPT	PE	06/99						69			34	34	EIS		
						RAW													CE		
						CONST	06/00						503				0		EA		
						TOTAL							572								

CITY OF GIG HARBOR

Six Year Transportation Improvement Program
1997 to 2002

Agency City of Gig Harbor
County No. 27
City No. 0490
MPO Puget Sound Regional Council

Hearing Date November 21, 1996
Adoption Date _____
Resolution No. _____

FUNCTIONAL CLASS (#)	PRIORITY NUMBER	PROJECT IDENTIFICATION A. FEDERAL AID NO. B. BRIDGE NO. C. PROJECT TITLE D. STREET/COUNTY ROAD NAME OR NUMBER E. TERMINAL BEGINNING AND END F. DESCRIBE WORK TO BE DONE	IMPROVEMENT TYPE(S)	STATUS	TOTAL LENGTH	UTILITY CODE(S)	PROJECT PHASE	MONTH/YEAR PHASE STARTS	PROJECT COSTS IN THOUSANDS OF DOLLARS						EXPENDITURE SCHEDULE (Local Agency)				FEDERALLY FUNDED PROJECTS ONLY		
									FUND SOURCE INFORMATION						1st	2nd	3rd	4th thru 6th	ENVIR TYPE	RW REQ. DATE	
									FEDERAL FUND CODE	FEDERAL COST BY PHASE	RAP CAPP TIA UATA OTHER	STATE FUNDS	LOCAL FUNDS	TOTAL							
19	13	A) -, B) -- C) PRENTICE STREET IMPROVEMENTS D) Prentice Street E) Burnham Drive to Fenimore Street F) Minor widening, including curbs and gutters on both sides, sidewalk(s), storm sewer improvements, landscaped planter strip where feasible, and lighting.	03 05	P	0.30	CPT	PE	01/99					7	7				7		EIS	
							RW													CE	
							CONST	06/00					48	48				48		EA	
							TOTAL						55	55							
00 (17)	14	A) -, B) -- C) BURNHAM DRIVE IMPROVEMENTS D) Burnham Drive E) Franklin Avenue to Harborview Drive F) Reconstruction, including minor widening, curbs, gutters, sidewalks, storm sewer improvements, water main replacement, landscaped planter strips, and lighting. Project will be performed in conjunction with water main replacement.	03 05	P	0.28	CPT	PE	01/00						27				27		EIS	
							RW	06/01												CE	
							CONST							202				202		EA	
							TOTAL							229							
00 (17)	15	A) -, B) -- C) GRANDVIEW STREET IMPROVEMENTS D) Grandview Street E) Stinson Avenue to Soundview Drive F) Minor widening, including curbs, gutters, sidewalks, storm sewer improvements, water main replacement, landscaping, and lighting. Project will be performed in conjunction with water main replacement.	03 05	P	0.51	CPT	PE	01/99						50				50		EIS	
							RW													CE	
							CONST	06/00						367				367		EA	
							TOTAL							417							
00 (18)	16	A) -, B) -- C) EAST-WEST ROAD CONSTRUCTION (Phase 2) D) East-West Road E) Peacock Hill Avenue to Crescent Valley Road F) Purchase right-of-way and construct a 2-/3-lane road, including bicycle lanes, curbs, gutters, sidewalk(s), storm sewer, landscaping, and lighting.	03	P	0.57		PE	01/99						106				74	32	EIS	
							RW							124				124		CE	
							CONST	06/00						1,165				1,165		EA	
							TOTAL							1,448							

Funds, which include grant applications and matching shares, Impact Fees, and Bonds. He added that these could be mixed and matched to fulfill the financing needs. He answered Council's questions about procedures for collecting impact fees, SEPA mitigation and bonds.

MOTION: Move to approve the six-year Capital Improvement Program (1997-2002) as shown for incorporation in the Final Parks, Recreation and Open Space Plan. Picinich/Ekberg - unanimously approved.

6. First Reading - Ordinance Adopting Parks, Recreation and Open Space Plan. Wes Hill explained that Tom Beckwith had presented most of the information on this during the previous agenda item and offered to answer any questions. He added that the ordinance would return for a second reading at the next council meeting.
7. Resolution adopting the Six-Year Transportation Improvement Program. Wes Hill explained that a public hearing would be held at the next council meeting before the resolution could be adopted.
8. Ordinance - Increasing Civil Service Eligibility List to Five. Molly Towslee, Administrative Assistant, introduced the first reading of this ordinance to amend the municipal code to be in compliance with the Civil Service Rules and Regulations that had recently been revised. She added this would return at the next council meeting for a second reading.
9. Liquor License Request - Gig Harbor Texaco. Mayor Wilbert asked Council for a recommendation on this request for beer and wine to be sold at the Texaco Station on Pioneer which was located within 500 feet of the Henderson Bay Alternative High School. Councilmember Markovich said that if it is illegal to sell alcohol within 500 feet of a school, then it should be left up to the state to make that determination, or if the state was looking for approval or disapproval, then it should be left to the school district to make that recommendation. Mayor Wilbert introduced Charlie Stone.

Charlie Stone - 1324 22nd St. NW. Mr. Stone explained that he has been a co-owner of the Gig Harbor Texaco for over 20 years and added that he had been before the Council several times over these years attempting to obtain a liquor license. He explained they had had a good working relationship with the liquor board for over 20 years and prior to owning several convenience stores, they owned a small family tavern in Tacoma, which between the two businesses, has given them a good deal of experience with problems that can accompany liquor sales. He explained that obtaining the sales permit would allow them to compete equally with other convenience stores in the area. He said that he understood the 500 foot rule to be if there were *objections* to the establishment selling liquor, not that it was an automatic disqualifier to be within the 500 foot proximity of a school.

MOTION: Move that we make no recommendation on this application, but that we

notify the liquor board that the location is within 500 feet of the Henderson Bay Alternative High School.

Picinich/Markovich - unanimously approved.

10. Risk Management Review. Mark Hoppen presented proposals from Association of Washington Cities Insurance Pool and Reliance Insurance for coverage for the City of Gig Harbor in 1997. He introduced Steve Feltus, the city's insurance broker from Bratrud Middleton, who gave a lengthy comparison of coverages and answered questions.

MOTION: Move we remain with the current insurance coverage for 1997.
Ekberg/Owel - unanimously approved.

MAYOR'S REPORT:

Updates. Mayor Wilbert gave updated information on the following topics:

Finholm Viewclimb Project The fundraising efforts for the Finholm Viewclimb Project continue. She encouraged Councilmembers to purchase a personalized brick paver.

Watercolor by Mary Smith A suggestion was made that Council could set aside funds in the 1997 budget to purchase the watercolor by Mary Smith currently hanging in the stairwell at City Hall.

The Old Library Building It is of no great architectural value, and parts of the building could be salvaged and a memorial plaque could be placed on-site.

KGHP Support Letter A request by Hugh McMillan for support letters to assist in soliciting contributions from the community for funding the radio station.

MOTION: Move we include the Councilmember's names added to the letter of support with corrections as discussed.
Picinich/Owel - unanimously approved.

COUNCIL COMMENTS: None.

STAFF REPORT:

Chief Mitch Barker - GHPD. Chief Barker said that October had been a busy and interesting month. He added that the decision to move Officer Kevin Entze from a D.A.R.E. officer to a Detective's position has already proven productive. Chief Barker gave a brief overview of the success recent Detective activities.

ANNOUNCEMENT OF OTHER MEETINGS:

1. First Budget Work Session - November 18th, 6:30, City Hall.
2. Second Budget Work Session - November 19th, 6:30, City Hall.

APPROVAL OF BILLS:

MOTION: Move approval of checks #16810 through #16880 in the amount of \$65,117.07
Owel/Ekberg - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: Move approval of payroll checks #13276 through #13400 in the amount of \$195,749.50.
Owel/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:48 p.m. for the purpose of discussing property acquisition, for approximately five minutes.
Markovich/Picinich - unanimously approved.

MOTION: Move to return to regular session at 9:01 p.m.
Markovich/Ekberg - unanimously approved.

MOTION: Move we authorize Mark Hoppen to obtain a Phase I Environmental Assessment for the Harbor Heights/Henderson Bay High School in furtherance of potential purchase.
Markovich/Ekberg - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:02 p.m.
Markovich/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 445 Side A 000 - end.
Tape 445 Side B 000 - end.
Tape 446 Side A 000 - end.
Tape 446 Side B 000 - 260.

Mayor

City Administrator



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: CITY COUNCILMEMBERS
FROM: MOLLY TOWSLEE, ADMINISTRATIVE ASSISTANT
SUBJECT: AMENDMENT TO CIVIL SERVICE RULES
DATE: NOVEMBER 18, 1996

INTRODUCTION

This ordinance to amend the Gig Harbor Municipal Code to increase the Civil Service eligibility list from three to five was introduced at the last council meeting for a first reading.

HISTORY

The current Civil Service Rules and Regulations were adopted in 1987 and have had few modifications since that time. To prepare for the potential hiring of additional officers, two new Civil Service Board members were appointed and several hours have been spent revising the existing regulations to more closely reflect the governing RCWs. These new rules have been reviewed by James Haney of Ogden Murphy & Wallace, and one area of conflict with the existing Gig Harbor Municipal Code was found.

The Municipal Code, Sections 2.22.040 and 2.22.150 refers to a list of three names on an eligible list to be chosen from. Chief Barker has requested that this be increased to a list of five to allow the flexibility to interview a broader spectrum of candidates. The attached ordinance will amend the GHMC to reflect this change from a eligible list of three to five persons.

RECOMMENDATION

We recommend that Council approve this ordinance.

**CITY OF GIG HARBOR
ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, AMENDING SECTION
2.22.040 and 2.22.150 OF THE GIG HARBOR MUNICIPAL CODE
REGULATING THE CIVIL SERVICE SYSTEM TO INCREASE THE
ELIGIBILITY LIST FROM THREE PERSONS TO FIVE.**

WHEREAS, Section 2.22.040, and Section 2.22.150 of the Gig Harbor Municipal Code state that an eligibility list of three persons shall be established; and

WHEREAS, it has been determined that a list of five persons would be more efficient and desirable; and

WHEREAS, the Civil Service Rules have been modified to reflect this change;

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

Section 1. Section 2.22..040, paragraph 10. of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.22.040 Organization of commission - Powers and duties - Secretary.

* * *

10. When a vacant position is to be filled, to certify to the appointing authority, on written request, the names of the ~~three~~ five persons highest on the eligible list, as provided in GHMC 2.22.150. Where more than one vacant position is to be filled, the commission shall certify from those highest on the eligible list, ~~three~~ five times the number of persons necessary to fill the vacant position;

Section 2. Section 2.22.150, paragraphs B., C. and D. of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.22.150 Vacancies - Probation.

B. If an eligible list exists for the class of such position which contains the names of at least ~~three~~ five eligibles who are willing to accept employment, the commission shall forthwith certify the names of the top ~~three~~ five persons eligible for appointment to the appointing

authority, and the appointing authority shall appoint one person so certified to the position; provided, that they are in fact found to be qualified for the position by the appointing authority.

C. If there is no eligible list for the class, the commission shall either establish such a list as provided in this chapter or otherwise determine what list shall be deemed appropriate for such class. The commission shall then certify the names of the ~~three~~ five persons standing highest on the list and the appointing authority shall appoint one person so certified to the position, providing that they are found in fact to be qualified for the position by the appointing authority.

D. If there is an eligible list for the class which contains the names of less than ~~three~~ five eligibles, the appointing authority may, upon being notified of such fact, elect to fill the vacancy by temporary appointment until the eligible list contains the names of at least ~~three~~ five eligibles, or may, in the alternative, request that the commission certify the names of those remaining on the list for appointment.

Section 3. Effective Date. This ordinance shall take effect and be in full force five days after publication .

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this _____ day of _____, 1996.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with city clerk: 11/4/96

Passed by city council:

Date published:

Date effective:

**SUMMARY OF ORDINANCE NO. _____
of the City of Gig Harbor, Washington**

AN ORDINANCE OF THE CITY OF GIG HARBOR, AMENDING SECTION 2.22.040 and 2.22. 150 OF THE GIG HARBOR MUNICIPAL CODE REGULATING THE CIVIL SERVICE SYSTEM TO INCREASE THE ELIGIBILITY LIST FROM THREE PERSONS TO FIVE.

On _____, 1996, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

The full text of this ordinance will be mailed upon request.

APPROVED by the City Council at their regular meeting of ____, 1996.

BY: _____
Mark E. Hoppen
City Administrator/Clerk



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: MARK HOPPEN, CITY ADMINISTRATOR *MHO*
SUBJECT: EMPLOYEE AND SUPERVISORY GUILD CONTRACTS
DATE: NOVEMBER 21, 1996

INFORMATION/BACKGROUND

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

The Supervisor's Guild has no allowance for clothing.

The Supervisor's Guild negotiated for 6 months severance notice. The Employees' Guild negotiated for 3 months notice and \$1500 direct payment for training expenses.

RECOMMENDATION

Staff recommends approval of these contracts as presented.

AGREEMENT

By and Between

CITY OF GIG HARBOR

and

GIG HARBOR EMPLOYEES' GUILD

1997

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 Director. 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 pay 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 Wages and Salary Survey.

A. Wages. Effective January 1, 1997, members of the Guild shall receive a cost-of-living increase in their salaries of two and nine-tenths percent (2.9%). The salary schedule (see Attachment "A"), reflects adjustments required due to the salary range adjustment and to the cost of living increase for 1997. The salary schedule will be adjusted for the July Seattle-Tacoma CPI-W effective January 1, 1998, and January 1, 1999.

B. Salary Survey. The City shall initiate a salary survey of employee wage rates prior to January 1, 1999, which shall analyze the appropriate wages for employee positions relative to a selected group of cities determined by the City (which was utilized for the City's 1996 Salary Survey). The results of this survey shall be compared with the 1998 salary ranges of City employees at that time, and if the survey results disclose that the 1998 salary range midpoint for any Guild position is two and one-half percent (2.5%) or more below the survey range mid-point for that position, then the City will:

1. adjust the 1998 salary range midpoint for an identified position to conform to the salary survey midpoint.

2. construct a salary range for this identified position around the adjusted salary midpoint, consistent with the City's past practice.

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.

Section 5. Meal Pay. If an employee is required to work two hours beyond the normal work day, then he/she shall receive a paid meal for not to exceed ten dollars (\$10.00). The employer shall provide the meal or reimbursement.

Section 6. Dues and Special License Fees. The employer shall pay all employee's organization membership dues, certifications and licenses required by the employer. Such licenses, certifications and dues shall include but are not limited to all building, plumbing, mechanical, fire, water, sanitary sewer and electrical organizations and agencies. This section shall be left in the contract until the personnel policies are revised per Section 6 and approved by the City Council.

Section 7. Severance Notice and Support. The employer shall provide three months notice for employees whose positions will be eliminated due to lack of work, budgetary restraints, or other organizational changes and shall provide up to \$1500 in direct payment for career counseling or re-training with the funds approved and designated by the employer within the three month period prior to termination for each employee who has received notice of termination. Approved and designated funds shall be available and may be expended solely within twelve (12) months of the notice of termination.

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

Section 1. 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.

Section 10. Emergency call-outs before and after normal working hours. Employees shall be

given the discretion to take up to six hours for rest after being called out for emergency work. Any normal work hours missed during this rest period shall be considered as sick leave time. The rest period time shall be deducted from the employee's accumulated sick leave. Any time taken in addition to the six hour rest period shall be considered vacation time and shall be deducted from the employee's accumulated vacation time. Time taken for a rest period shall not be counted against the employee's time earned towards a bonus day off as described in Section 3 of this Article.

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). 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 skort
2. 2 blouses and/or shirts
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 (Not to exceed \$150 per year)
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 (Not to exceed \$150 per year)
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 (Not to exceed \$150 per year)
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 XIX - 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, 1997, and shall continue in full force and effect to and including December 31, 1999.


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 _____ day of _____, 1996.

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 Gratzer, Secretary

ATTACHMENT "A"

1997 GIG HARBOR EMPLOYEE'S SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>	
	<u>Minimum</u>	<u>Maximum</u>
Fire Marshal/Building Official	3,350	4,188
Planning Associate	2,867	3,584
Construction Inspector	2,819	3,524
Sewer Plant Operator	2,776	3,471
Foreman	2,978	3,723
Maintenance Worker	2,698	3,372
Engineering Technician	2,508	3,134
Public Works Assistant	2,428	3,036
Court Administrator	2,344	2,931
Finance Technician	2,219	2,773
Planning-Building Assistant	2,219	2,773
Laborer	2,178	2,723
Court Clerk	2,125	2,656
Police Services Specialist	2,086	2,609
Administrative Receptionist	1,802	2,251

Includes cost-of-living adjustment calculated at 2.9% (Seattle-Tacoma CPI-W for year ended 7/31/96).

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 granted by the City Administrator and confirmed by the Mayor.

AGREEMENT

By and Between

CITY OF GIG HARBOR

and

GIG HARBOR EMPLOYEES' GUILD
SUPERVISORY BARGAINING UNIT

1997

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. 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 2 times the regular straight time pay 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. Wages and Salary Survey.

A. Wages. Effective January 1, 1997, members of the Guild shall receive a cost-of-living increase in their salaries of two and nine-tenths percent (2.9%). The salary schedule (see Attachment "A"), reflects adjustments required due to the salary range adjustment and to the cost of living increase for 1997. The salary schedule will be adjusted for the July Seattle-Tacoma CPI-W effective January 1, 1998, and January 1, 1999.

B. Salary Survey. The City shall initiate a salary survey of employee wage rates prior to January 1, 1999, which shall analyze the appropriate wages for employee positions relative to a selected group of cities determined by the City (which was utilized for the City's 1996 Salary Survey). The results of this survey shall be compared with the 1998 salary ranges of City employees at that time, and if the survey results disclose that the 1998 salary range midpoint for any Guild position is two and one-half percent (2.5%) or more below the survey range mid-point for that position, then the City will:

1. adjust the 1998 salary range midpoint for an identified position to conform to the salary survey midpoint.
2. construct a salary range for this identified position around the adjusted salary midpoint, consistent with the City's past practice.

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.

Section 5. Meal Pay. If a supervisor is required to work two hours beyond the normal work day, then he/she shall receive a paid meal for not to exceed ten dollars (\$10.00). The employer shall provide the meal or reimbursement.

Section 6. Dues and Special License Fees. The employer shall pay all employee's organization membership dues, certifications and licenses required by the employer. Such licenses, certifications and dues shall include but are not limited to all building, plumbing, mechanical, fire, water, sanitary sewer and electrical organizations and agencies. This section shall be left in the contract until the personnel policies are revised per Section 6 and approved by the City Council.

Section 7. Severence Notice and Support. The employer shall provide six months notice for supervisors whose positions will be eliminated due to lack of work, budgetary restraints, or other organizational changes.

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	Forth Friday in November
Christmas Day	December 25
*1 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). 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). 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 (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, 1997, and shall continue in full force and effect to and including December 31, 1999.

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 _____ day of _____, 1996.

CITY OF GIG HARBOR

Gretchen Wilbert, Mayor

Mark E. Hoppen, City Administrator/Clerk

GIG HARBOR EMPLOYEES' GUILD



Dave Brereton, Co-President



Bill Irey, Co-President

ATTACHMENT "A"

1997 GIG HARBOR EMPLOYEE'S SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>	
	<u>Minimum</u>	<u>Maximum</u>
Public Works Supervisor	3,493	4,366
Sewer Plant Supervisor	3,343	4,179

Includes cost-of-living adjustment calculated at 2.9% (Seattle-Tacoma CPI-W for year ended 7/31/96).

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 AND CITY COUNCIL
FROM: TOM ENLOW
DATE: NOVEMBER 21, 1996
SUBJECT: SECOND READING - 1997 BUDGET ORDINANCE

BACKGROUND

The total proposed 1997 budget is \$17,056,325. This represents a 32 percent increase over the 1996 budget and incorporates a number of changes discussed at the budget workshops.

The largest fund increase, over \$2 million, is in the Property Acquisition Fund for the purchase of the Harbor Heights School property. This purchase will provide nearly 10 acres of park property, a future city hall site and a potential senior or civic center site.

The Streets Fund has the next largest increase, over \$1.5 million. We are carrying forward from the 1996 budget the Kimball Drive Park & Ride at \$1,160,000 and Rosedale reconstruction at \$790,000. The increase is attributable to design and construction of the East-West Road at \$1,600,000. We will be receiving \$2,634,000 from federal and state grants and county participation on the \$3,550,000 of projects.

Nearly half of the 1997 budget, or \$8,450,545, is allocated to capital expenditures, including the projects listed above, Jerisich Dock improvements and a variety of water and sewer projects.

Salaries and benefits account for 16.5% of the budget at \$2,809,374. The 12% increase is due to the addition of six and one-half positions during the year and to a 2.9% COLA increase. Four of these positions (three police officers and a code compliance officer for the planning dept.) will be added as needed after the Westside annexation is complete. Another police officer, a wastewater treatment plant operator and a half-time shop clerk/office assistant will be added as soon as possible in 1997.

Another \$2,165,200, or 12.7% of the budget is accounted for by transfers between funds. These are primarily to support capital projects and include transfers from the General Fund to the Streets, Property Acquisition, and Storm Sewer Funds; transfers from the General Government Capital Asset and General Government Capital Improvement Funds to Streets; and transfers from Water and Sewer Operating Funds to Water and Sewer Capital Construction Funds.

RECOMMENDATION

Staff recommends adoption of the ordinance.

**CITY OF GIG HARBOR
ORDINANCE NO. ____**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR,
WASHINGTON, FOR THE 1997 FISCAL YEAR.**

WHEREAS, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city administrator/clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 1997 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 12 and November 25, 1995 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 1997 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the said city council did meet at the established time and place and did consider the matter of the 1997 proposed budget; and

WHEREAS, the 1997 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 1997 and being sufficient to meet the various needs of Gig Harbor during 1996.

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

Section 1. The budget for the City of Gig Harbor, Washington, for the year 1997 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning cash balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 1997 are set forth in summary form below, and are hereby appropriated for expenditure during the year 1997 as set forth below:

1997 BUDGET APPROPRIATIONS

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$951,464
02 LEGISLATIVE	19,000
03 MUNICIPAL COURT	248,395
04 ADMINISTRATIVE/FINANCIAL	405,450
06 POLICE	1,120,647
14 COMMUNITY DEVELOPMENT	354,622
15 PARKS AND RECREATION	560,550
16 BUILDING	117,000
19 ENDING FUND BALANCE	<u>119,693</u>
001 TOTAL GENERAL FUND	3,896,821
101 STREET FUND	4,212,574
105 DRUG INVESTIGATION FUND	8,200
107 HOTEL-MOTEL FUND	3,500
109 PROPERTY ACQUISITION FUND	2,700,000
200 '78 GO BONDS - FIRE	8,250
201 '75 GO BONDS - SEWER	6,000
203 '87 GO BONDS - SEWER CONSTRUCTION	143,200
208 '91 GO BONDS - SOUNDVIEW DRIVE	105,000
301 GENERAL GOVT. CAPITAL ASSETS	520,000
305 GENERAL GOVT. CAPITAL IMPROVEMENT	310,000
401 WATER OPERATING	838,100
402 SEWER OPERATING	1,065,744
407 UTILITY RESERVE	500,000
408 UTILITY BOND REDEMPTION FUND	896,786
410 SEWER CAPITAL CONSTRUCTION	860,000
411 STORM SEWER OPERATING	307,000
420 WATER CAPITAL ASSETS	671,000
605 LIGHTHOUSE MAINTENANCE TRUST	<u>4,150</u>
TOTAL ALL FUNDS	<u>\$17,056,325</u>

Section 4. Attachment "A" is adopted as the 1997 personnel salary schedule.

Section 5. The city administrator/clerk is directed to transmit a certified copy of the 1997 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall be in force and take effect five(5) days after its 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 held on this 25th day of November, 1996.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen
City Administrator/Clerk

Filed with city clerk: 11/5/96
Passed by the city council:
Date published:
Date effective:

ATTACHMENT "A"

1997 SALARY SCHEDULE

<u>POSITION</u>	<u>RANGE</u>	
	<u>Minimum</u>	<u>Maximum</u>
City Administrator	\$4,847	\$6,059
Public Works Director	4,340	5,426
Chief of Police	4,107	5,134
Finance Director	3,910	4,888
Planning Director	3,826	4,783
Police Lieutenant	3,595	4,494
Public Works Supervisor	3,493	4,366
Police Sergeant	3,425	4,281
Fire Marshal/Building Official	3,350	4,188
Sewer Plant Supervisor	3,343	4,179
Foreman	2,978	3,723
Police Officer	2,872	3,590
Planning Associate	2,867	3,584
Construction Inspector	2,819	3,524
Sewer Plant Operator	2,776	3,471
Maintenance Worker	2,698	3,372
Planning / Building Inspector	2,610	3,262
Engineering Technician	2,508	3,134
Administrative Assistant	2,428	3,036
Public Works Assistant	2,428	3,036
Court Administrator	2,344	2,931
Finance Technician	2,219	2,773
Planning-Building Assistant	2,219	2,773
Laborer	2,178	2,723
Court Clerk	2,125	2,656
Police Services Specialist	2,086	2,609
Administrative Receptionist	1,802	2,251



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning Staff
DATE: November 20, 1996
SUBJ.: Planning Commission Recommendation - Amendments to Title 17 GHMC,
Adult Business Siting Standards

Background/Summary

The Planning Commission submits for your consideration an ordinance amending Title 17 of the GHMC regulating the siting and location of adult businesses within the city limits.

Policy Issues

On February 12, 1996, the City Council adopted Ordinance 714, which established a one year moratorium on the acceptance of applications, use permits and licenses for adult businesses. The moratorium was in response to neighboring jurisdictions experiences and recent legislation efforts in regulating adult businesses and the concern that current city regulation do not adequately address the siting and operation of adult businesses.

The City Council directed the Planning Commission to develop a work plan to study this issue, conduct the necessary public hearings and recommend proposed changes to the City Zoning Code regulating adult businesses. The moratorium was authorized pursuant to RCW 36.70A.390.

The ordinance attached is the result of the Planning Commission's public meetings conducted during the summer and fall of this year. The ordinance proposes several changes to Title 17 of the GHMC (Zoning Code) which addresses siting standards for adult businesses within the city limits.

Fiscal Impact

There is no direct fiscal impact to the city.

Recommendation

As an amendment to the zoning code is a Type 5 action pursuant to the City's Administrative Procedures, a public hearing by the Council on the ordinance is not required, but remains an option for the council. If the Council wishes to conduct its own public hearing, it may do so for the second reading of the ordinance in December. If council opts not to have its own public hearing, it may adopt the ordinance at the second reading on December 9.



City of Gig Harbor. The "Maritime City."

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

November 12, 1996

Mayor Wilbert and the Gig Harbor City Council
Gig Harbor City Hall
Gig Harbor, WA

Dear Mayor Wilbert and City Council:

The Planning Commission submits for your consideration a draft ordinance amending Title 17 of the Gig Harbor Municipal Code regulating adult entertainment businesses within the city of Gig Harbor. The proposed amendments to the zoning code consist of:

1. Adding new definitions for adult entertainment facilities to chapter 17.04;
2. Amending sections 17.36.020 and 17.40.020 to permit adult entertainment facilities to locate in the B-2 and C-1 zoning districts; and,
3. Adding a new chapter 17.58 establishing conditions under which adult entertainment facilities will be permitted, in and limited to the B-2 and C-1 zoning districts.

Two public hearings and three public worksessions have been conducted on the draft ordinance. The draft ordinance reflects the Planning Commission's independent review of case studies from other jurisdictions on the secondary effects of adult entertainment businesses, staff's analysis on land available for adult businesses and legal counsel's efforts in developing the appropriate ordinance for the Planning Commission's review.

The Planning Commission's recommended findings of fact and conclusions are as stated in the draft ordinance. The Planning Commission recommends the Council's favorable consideration of this ordinance.

Sincerely,

Carl Halsan
Chairman,
City Planning Commission

**CITY OF GIG HARBOR
GIG HARBOR, WASHINGTON**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, PIERCE COUNTY, WASHINGTON, AMENDING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE BY ADDING NEW DEFINITIONS FOR ADULT ENTERTAINMENT FACILITIES TO CHAPTER 17.04; AMENDING SECTIONS 17.36.020 AND 17.40.020 TO PERMIT ADULT ENTERTAINMENT FACILITIES TO LOCATE IN B-2 AND C-1 ZONING DISTRICTS; AND ADDING A NEW CHAPTER 17.58 ESTABLISHING CONDITIONS UNDER WHICH ADULT ENTERTAINMENT FACILITIES WILL BE PERMITTED IN AND LIMITED TO THE B-2 AND C-1 ZONING DISTRICTS.

WHEREAS, on February 7, 1996, the City Council held a public hearing, adopted findings, and approved Ordinance 614, establishing a one year moratorium on adult entertainment facilities, with the intent to review, and possibly revise, existing regulations, specifically based on the secondary effects of such businesses; and

WHEREAS, the City of Gig Harbor ("City") does not have any current zoning regulations governing the siting of adult entertainment facilities, and the City Council has directed the City Administrative Staff to prepare recommendations concerning new regulations for submittal to the Planning Commission and City Council during the course of the moratorium; and

ZONING

1 **WHEREAS**, the City is adopting certain licensing and operational regulations
2 governing adult entertainment facilities in order to mitigate and reduce unacceptable adverse
3 secondary effects associated with and caused by activities occurring within adult entertainment
4 facilities; and

5
6 **WHEREAS**, the City is a family-oriented residential community and employment
7 center with attendant community standards; and

8
9 **WHEREAS**, the City is a non-charter code city under the Constitution and statutes of
10 the State of Washington, its population as of April 1, 1996 is approximately 4110¹ and more
11 than 20% of its population is under the age of 18 years²; and

12
13 **WHEREAS**, the City occupies an area of approximately 2.1 square miles and within its
14 boundaries has approximately 1860 dwelling units; and

15
16 **WHEREAS**, approximately 16% of the land area within the City is publicly held open
17 space, community facilities, and public right-of-way, and the remaining 1131 acres is land
18 potentially available for private development; of that private land, approximately 66% is zoned
19 for residential use, approximately 3% is zoned for Downtown Business, approximately 8.5% is

¹ Office of Financial Management, State of Washington

² 1990 Census

ZONING

1 zoned for retail and cultural and business uses, approximately 3% is zoned for office use, and
2 approximately 0.4% is zoned intensive commercial/light industrial; and

3
4 **WHEREAS**, no adult entertainment facilities have attempted to locate within the City
5 and to date there are no adult entertainment facilities located within the City; and

6
7 **WHEREAS**, cities have the right and duty to enact laws for the protection of public
8 health, safety, general welfare, and morals; and

9
10 **WHEREAS**, various Washington State municipalities have found it necessary for
11 public health, safety, and welfare reasons to restrict the location of adult entertainment
12 facilities; and

13
14 **WHEREAS**, the City Council is committed to protecting the general welfare of the
15 City through the enforcement of laws prohibiting obscenity, indecency, and sexual offenses;
16 and

17
18 **WHEREAS**, the City Council seeks to reduce and mitigate the deleterious effects of
19 adult entertainment facilities while preserving constitutionally protected forms of expression;
20 and

21

ZONING

1 **WHEREAS**, the City Council takes notice of and relies upon experiences of and
2 studies conducted by other cities and counties in attempting to combat the specific adverse
3 impacts of adult entertainment facilities; and
4

5 **WHEREAS**, the City Council finds that the location of adult entertainment facilities
6 can contribute to neighborhood deterioration and blight through an increase in crime and
7 diminution in property values, among other adverse consequences, and finds that such effects
8 are contrary to the general welfare of the City; and
9

10 **WHEREAS**, the City Council finds that adult entertainment facilities have historically
11 led to an increase in prostitution, sexually transmitted diseases, drug and alcohol offenses,
12 general criminal activity, and a decrease in property values; and
13

14 **WHEREAS**, based upon experiences of other jurisdictions, adult entertainment
15 facilities are often used as fronts for or are operated by persons associated with organized
16 criminal activities; and
17

18 **WHEREAS**, the law enforcement resources available for responding to problems or
19 secondary impacts associated with or created by adult entertainment facilities are limited and
20 are best conserved by regulating and licensing adult entertainment facilities, and attempting to
21 prevent those activities associated with them; and

ZONING



1 **WHEREAS**, the City Council finds a compelling need to protect all citizens, but
2 especially minors from criminal and unlawful activities associated with adult entertainment
3 facilities; and
4

5 **WHEREAS**, the City Council recognizes that important and substantial government
6 interests provide a constitutional basis for reasonable regulation of the time, place, and manner
7 under which adult entertainment facilities operate, and that, therefore, the City Council has
8 determined that persons seeking to operate adult entertainment facilities shall be required to
9 observe specific locational requirements, as provided for in this ordinance, before they
10 commence business; and
11

12 **WHEREAS**, based on public testimony and other information presented on this subject
13 to the Planning Commission and the City Council, the City Council concurs with the Planning
14 Commission and has determined that there are deleterious secondary effects associated with
15 adult entertainment facilities that can be minimized through the adoption of specific zoning
16 requirements that are specifically and narrowly tailored to alleviate these harmful effects; and
17

18 **WHEREAS**, based upon the studies, public testimony, and information presented to
19 the City Council, and the information reviewed by the Planning Commission, and the
20 recommendations of the Planning Commission, the City Council finds the adoption of zoning
21 regulations for adult entertainment facilities to be necessary to protect the health, safety, and

ZONING

1 welfare of its citizens, and to preserve and protect the quality of its neighborhoods, and to
2 preserve and protect residential land use values; the City Council therefore finds that it is
3 necessary to minimize and alleviate the harmful effects of adult entertainment facilities by
4 separating adult entertainment facilities from incompatible zones and uses; and
5

6 **WHEREAS**, the City Administrative Staff has drafted a zoning ordinance which
7 recognizes the constitutional right of all legitimate businesses to function while reasonably
8 restricting the location of adult entertainment facilities within the City in order to reduce the
9 unacceptable adverse secondary impacts associated with adult entertainment facilities; and
10

11 **WHEREAS**, based upon the evidence and studies considered by both the Planning
12 Commission and the City Council, as well as the public comments and testimony presented to
13 the Planning Commission in the public hearings on September 5 and November 7, 1996, the
14 Planning Commission recommends the zoning regulations recommended by the Administrative
15 Staff; and
16

17 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR,**
18 **WASHINGTON, DO ORDAIN AS FOLLOWS:**
19

20 **Section 1. Purpose.** It is the purpose of this ordinance to regulate adult entertainment
21 facilities and related activities to promote the health, safety, morals, and general welfare of the

ZONING

1 citizens of the City of Gig Harbor, and to establish reasonable and uniform regulations to
2 prevent the deleterious location of adult entertainment facilities within the City. In enacting
3 this ordinance, it is not the intent of the City Council to limit or restrict the content of any
4 communicative materials, including sexually oriented materials. Similarly, it is not the intent
5 of the City Council that it should be the effect of this ordinance to restrict or deny access by
6 adults to sexually oriented materials protected by the State or Federal Constitutions, or to deny
7 access by the distributors and exhibitors of sexually oriented materials to their intended
8 market. Finally, it is not the intent of the City Council to condone or legitimize the
9 distribution of obscene materials.

10
11 **Section 2. Findings.** Based upon a wide range of evidence presented to the Gig Harbor
12 City Council and to other jurisdictions, including but not limited to the testimony of law
13 enforcement officers and members of the public, and on other evidence, information,
14 publications, articles, studies, documents, case law and materials submitted to and reviewed
15 and considered by the City Council, Planning Commission, and Administrative Staff, the
16 councils of other cities within the region and in other jurisdictions, non-profit organizations
17 and other legislative bodies, the City Council makes the following findings:

- 18
19 A. The City Council may rely on the experiences and studies of other cities and
20 organizations in assessing the need for establishing zoning regulations applicable
21 to adult entertainment facilities.

ZONING

- 1 B. Regulation of adult entertainment facilities should be developed to prevent
2 deterioration and degradation of the vitality of the community before the
3 problem exists, rather than in response to an existing problem.
4
- 5 C. Certain conduct occurring at and surrounding adult entertainment facilities
6 creates secondary impacts that are detrimental to the public health, safety, and
7 general welfare of the citizens of Gig Harbor, and therefore the negative effects
8 of such conduct must be minimized as provided herein.
9
- 10 D. Regulation of adult entertainment facilities is necessary because in the absence
11 of regulation significant criminal activity has historically and regularly occurred.
12
- 13 E. Businesses providing adult entertainment or sexually oriented materials are
14 increasingly associated with ongoing prostitution, illegal drug activity,
15 disruptive conduct and other criminal activity, and such businesses are currently
16 not subject to effective regulation and constitute an immediate threat to the
17 public peace, health and safety.
18
- 19 F. Due to the information presented regarding the connection of prostitution with
20 adult entertainment facilities, there is concern over sexually transmitted diseases
21 which is a legitimate health concern of the City and thus requires regulation of

ZONING

1 adult entertainment facilities in order to protect the health, safety and well-being
2 of the public.

3
4 G. No evidence has been presented to show that the location of adult entertainment
5 facilities within the City will improve the commercial viability of the
6 community, or will otherwise have a beneficial effect, versus a detrimental
7 effect.

8
9 H. The City of Gig Harbor Comprehensive Plan strongly advocates compatibility of
10 adjacent land uses.

11
12 I. Adult entertainment facilities are incompatible with certain land uses such as
13 residences, religious facilities, public parks, commercial family day care
14 facilities, public and private nursery schools and preschools, and public and
15 private primary and secondary schools.

16
17 J. Adjacency of residential uses to adult entertainment facilities reduces the value
18 of residential property.

19
20 K. Adult entertainment facilities are perceived to negatively impact the character of
21 established neighborhoods.

ZONING

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L. Currently there are no adult entertainment facilities in Gig Harbor, and the City has not received any formal inquiries regarding the potential siting of an adult entertainment facility within the City.

M. Restricting the location of adult entertainment facilities to commercial districts and general business districts, and utilizing 500 feet as the requisite spacing between an adult entertainment facility and any residential zone, religious facility, public park, commercial family day care facility, public or private nursery school or preschool, and public or private primary or secondary school, will provide minimal separation and buffering necessary to protect public health, safety, and welfare, while setting aside a reasonable number of location sites within the City for adult entertainment facilities.

N. Restricting the location of adult entertainment facilities as provided in this ordinance will leave 25 acres of the City, or 3% of the City's total commercial land available to adult entertainment facilities. At the time this ordinance was adopted, approximately 17 commercial sites were potentially available for the siting of adult entertainment facilities.

1 O. Regulation of adult entertainment facilities is necessary to prevent public
2 nuisances including moral nuisances.

3
4 P. The City conducted an environmental review of the adult entertainment facility
5 zoning regulations and issued a determination of nonsignificance.

6
7 Q. The City submitted a copy of the proposed adult entertainment facility zoning
8 regulations to the state for the required 60 day review under RCW 36.70A.106.

9
10 **Section 3. Definitions.** A new section 17.04.021 is hereby added to Chapter 17.04 of the
11 Gig Harbor Municipal Code:

12
13 **17.04.021 Adult arcade.**

14 "Adult arcade" means a commercial establishment containing individual viewing
15 areas or booths, where, for any form of consideration, including a membership fee, one
16 or more still or motion picture projectors, slide projectors, or other similar image
17 producing machines are used to show films, motion pictures, video cassettes, slides, or
18 other visual representations that are distinguished or characterized by a predominant
19 emphasis on matters depicting, describing, or simulating any specified sexual activities
20 or any specified anatomical areas.

1 **Section 4. Definitions.** A new section 17.04.022 is hereby added to Chapter 17.04 of the
2 Gig Harbor Municipal Code:

3
4 **17.04.022 Adult cabaret.**

5 "Adult cabaret" means a nightclub, bar, restaurant, tavern, or other similar
6 commercial establishment, whether or not alcoholic beverages are served, that regularly
7 features adult entertainment.
8

9 **Section 5. Definitions.** A new section 17.04.023 is hereby added to Chapter 17.04 of the
10 Gig Harbor Municipal Code:

11
12 **17.04.023 Adult entertainment.**

13 "Adult entertainment" means:

14 A. Any exhibition, performance or dance conducted in an adult
15 entertainment facility where such exhibition, performance or dance is distinguished or
16 characterized by a predominant emphasis on matters depicting, describing, or
17 simulating any specified sexual activities or any specified anatomical areas; or

18 B. Any exhibition, performance or dance intended to sexually stimulate any
19 patron and conducted in an adult entertainment facility where such exhibition,
20 performance or dance is performed for, arranged with, or engaged in with fewer than
21 all patrons in the adult entertainment facility at that time, with separate consideration

1 paid, either directly or indirectly, for such performance, exhibition or dance. For
2 purposes of example and not limitation, such exhibitions, performances or dances are
3 commonly referred to as table dancing, couch dancing, taxi dancing, lap dancing,
4 private dancing or straddle dancing.

5
6 **Section 6. Definitions.** A new section 17.04.024 is hereby added to Chapter 17.04 of the
7 Gig Harbor Municipal Code:

8
9 **17.04.024 Adult entertainment facility.**

10 "Adult entertainment facility" means a commercial establishment defined as an
11 adult arcade, adult cabaret, adult motel, adult motion picture theater, adult retail store,
12 or other adult entertainment facility.

13
14 **Section 7. Definitions.** A new section 17.04.026 is hereby added to Chapter 17.04 of the
15 Gig Harbor Municipal Code:

16
17 **17.04.026 Adult motel.**

18 "Adult motel" means a hotel, motel, or similar commercial establishment which:

19 A. Offers sleeping accommodations to the public for any form of
20 consideration and provides patrons with closed-circuit television transmissions, films,
21 motion pictures, video cassettes, slides, or other visual representations that are

1 distinguished or characterized by a predominant emphasis on matters depicting,
2 describing, or simulating any specified sexual activities or any specified anatomical
3 areas, and that has a sign visible from the public right-of-way that advertises the
4 availability of this type of sexually oriented materials; or

5 B. Offers a sleeping room for rent for a rental fee period of time that is less
6 than ten (10) hours; or

7 C. Allows a tenant or occupant of a sleeping room to sub-rent the room for
8 a period of time that is less than ten (10) hours.

9
10 **Section 8. Definitions.** A new section 17.04.027 is hereby added to Chapter 17.04 of the
11 Gig Harbor Municipal Code:

12
13 **17.04.027 Adult motion picture theater.**

14 "Adult motion picture theater" means a commercial establishment where, for
15 any form of consideration, motion pictures, films, video cassettes, slides, or other
16 similar visual representations are regularly shown that are distinguished or
17 characterized by a predominant emphasis on matters depicting, describing, or
18 simulating any specified sexual activities or any specified anatomical areas.

19
20 **Section 9. Definitions.** A new section 17.04.028 is hereby added to Chapter 17.04 of the
21 Gig Harbor Municipal Code:

ZONING

1 **17.04.028 Adult retail store.**

2 "Adult retail store" means a commercial establishment such as a bookstore,
3 video store, or novelty shop which as one of its principal business purposes offers for
4 sale or rent, for any form of consideration, any one or more of the following:

5 A. Books, magazines, periodicals or other printed materials, or
6 photographs, films, motion pictures, video cassettes, slides, or other visual
7 representations that are distinguished or characterized by a predominant emphasis on
8 matters depicting, describing, or simulating any specified sexual activities or any
9 specified anatomical areas; or

10 B. Instruments, devices, or paraphernalia designed for use in connection
11 with any specified sexual activities.

12
13 **Section 10. Definitions.** A new section 17.04.329 is hereby added to Chapter 17.04 of the
14 Gig Harbor Municipal Code:

15
16 **17.04.329 Expressive dance.**

17 "Expressive dance" means any dance which, when considered in the context of
18 the entire performance, constitutes an expression of art, theme, story or ideas, but
19 excluding any dance such as, but not limited to, common barroom type topless dancing
20 which, when considered in the context of the entire performance, is presented primarily
21 as a means of displaying nudity as a sales device or for other commercial exploitation

1 without substantial expression of theme, story or ideas, and the conduct appeals to the
2 prurient interest, depicts sexual conduct in a patently offensive way and lacks serious
3 literary, artistic, political or scientific value.

4
5 **Section 11. Definitions.** A new section 17.04.633 is hereby added to Chapter 17.04 of the
6 Gig Harbor Municipal Code:

7
8 **17.04.633 Other adult entertainment facility.**

9 "Other adult entertainment facility" means any commercial establishment not
10 defined herein where adult entertainment or sexually oriented materials is regularly
11 conducted, displayed, or available in any form, for any type of consideration. Provided
12 however, that a public library, and a school, university, or similar educational or
13 scientific facility shall not be considered an adult entertainment facility. In addition, a
14 commercial establishment that offers access to telecommunications networks as a
15 principal business purpose shall not be considered an adult entertainment facility unless
16 the access it provided for the primary purpose of displaying or presenting visual images
17 that are distinguished or characterized by a predominant emphasis on matters depicting,
18 describing, or simulating any specified sexual activities or any specified anatomical
19 areas.

1 **Section 12. Definitions.** A new section 17.04.725 is hereby added to Chapter 17.04 of the
2 Gig Harbor Municipal Code:

3
4 **17.04.725 Sexually oriented materials.**

5 "Sexually oriented materials" means any books, magazines, periodicals or other
6 printed materials, or any photographs, films, motion pictures, video cassettes, slides, or
7 other visual representations that are distinguished or characterized by a predominant
8 emphasis on matters depicting, describing, or simulating any specified sexual activities
9 or any specified anatomical areas.

10
11 **Section 13. Definitions.** A new section 17.04.745 is hereby added to Chapter 17.04 of the
12 Gig Harbor Municipal Code:

13
14 **17.04.745 Specified anatomical areas.**

15 "Specified anatomical areas" means and includes any of the following:

- 16 A. The human male genitals in a discernibly turgid state, even if completely
17 and opaquely covered; or
18 B. Less than completely and opaquely covered human genitals, pubic
19 region, anus, buttocks, or female breast below the top of the areola.

1 **Section 14. Definitions.** A new section 17.04.746 is hereby added to Chapter 17.04 of the
2 Gig Harbor Municipal Code:

3
4 **17.04.746 Specified sexual activities.**

5 "Specified sexual activities" means and includes any of the following:

- 6 A. The caressing, fondling or other erotic touching of human genitals, pubic
7 region, buttocks, anus, or female breasts; or
- 8 B. Sex acts, normal or perverted, actual or simulated, including intercourse,
9 oral copulation, or sodomy; or
- 10 C. Masturbation, actual or simulated; or
- 11 D. Excretory functions as part of, or in connection with, any of the sexual
12 activities specified in this definition.

13
14 **Section 15. Location of Adult Entertainment Facilities.** Section 17.36.020 of the Gig
15 Harbor Municipal Code is hereby amended to permit the location of adult entertainment
16 facilities subject to the provisions of Chapter 17.58 of the Gig Harbor Municipal Code.

17
18 **17.36.020 Permitted uses.**

19 The following uses and structures are permitted in a B-2 district:

- 20 A. Retail and wholesale sales, excluding motorized vehicles, trailers and
21 boats;

1 * * * *

2 I. Family day care; and

3 J. Hotels and motels-; and

4 K. Adult entertainment facilities subject to the provisions of Chapter 17.58
5 of the Gig Harbor Municipal Code.

6
7 **Section 16. Location of Adult Entertainment Facilities.** Section 17.40.020 of the Gig
8 Harbor Municipal Code is hereby amended to permit the location of adult entertainment
9 facilities subject to the provisions of Chapter 17.58 of the Gig Harbor Municipal Code.

10
11 **17.40.020 Permitted principal uses and structures.**

12 The following principal uses and structures are permitted in a C-1 district:

13 A. All uses permitted in a B-2 district;

14 * * * *

15 T. Family day care; and

16 U. Adult family homes-; and

17 V. Adult entertainment facilities subject to the provisions of Chapter 17.58
18 of the Gig Harbor Municipal Code.

19 **Section 17. Adult Entertainment Standards.** A new chapter 17.58 is hereby added to Title
20 17 of the Gig Harbor Municipal Code:

1 **CHAPTER 17.58**

2 **ADULT ENTERTAINMENT FACILITIES**

3 Sections:

4 17.58.010 Purpose and intent.

5 17.58.020 Applicability.

6 17.58.030 Limitations.

7 17.58.040 Separation requirements.

8 17.58.050 Variation from separation requirements.

9 17.58.060 Nonconforming adult entertainment facility.

10
11 **17.58.010 Purpose and intent.**

12 The purpose and intent of requiring standards for adult entertainment facilities is
13 to mitigate the adverse secondary effects caused by such facilities and to maintain
14 compatibility with other land uses and services permitted within the City.

15
16 **17.58.020 Applicability.**

17 The standards established in this chapter apply to all adult entertainment
18 facilities and include, but are not limited to, the following: adult arcades, adult
19 cabarets, adult motels, adult motion picture theaters, and adult retail stores.

20
21 **17.58.030 Limitations.**

1 The standards established in this chapter shall not be construed to restrict or
2 prohibit the following activities or products: (a) expressive dance; (b) plays, operas,
3 musicals, or other dramatic works; (c) classes, seminars, or lectures conducted for a
4 scientific or educational purpose; (d) printed materials or visual representations
5 intended for educational or scientific purposes; (e) nudity within a locker room or other
6 similar facility used for changing clothing in connection with athletic or exercise
7 activities; (f) nudity within a hospital, clinic, or other similar medical facility for
8 health-related purposes; and (g) all movies and videos that are rated G, PG, PG-13, R
9 and NC-17 by the Motion Picture Association of America.

10
11 **17.58.040 Separation requirements.**

12 A. An adult entertainment facility shall not be permitted to locate in any
13 zoning district other than the General Business District (B-2) and Commercial District
14 (C-1). Within the B-2 or C-1 district, an adult entertainment facility shall not be
15 permitted to locate within five hundred (500) feet of any of the following zones or uses
16 whether such zones or uses are located within or outside of the City limits:

- 17 1. A single-family residential zone (R-1);
- 18 2. A medium-density residential zone (R-2);
- 19 3. A multiple-family residential zone (R-3);
- 20 4. A residential and business district zone (RB-1, RB-2);
- 21 5. A commercial family day care facility;

- 1 1. A single-family residential zone (R-1);
- 2 2. A medium-density residential zone (R-2);
- 3 3. A multiple-family residential zone (R-3);
- 4 4. A residential and business district zone (RB-1, RB-2);
- 5 5. A commercial family day care facility;
- 6 6. A public or private preschool or nursery school;
- 7 7. A public or private primary or secondary school;
- 8 8. A public park;
- 9 9. A church, temple, mosque, synagogue, chapel or other similar
- 10 religious facility; and,
- 11 10. Other adult entertainment establishments

12 B. In calculating the measurement of the five hundred (500) foot buffer
13 between an adult entertainment facility and a sensitive zone or use specified in GHMC
14 17.58.040(A), such distance shall be measured by extending a straight line between the
15 nearest boundary line of a sensitive zone or nearest physical point of the structure
16 housing a sensitive use, to the nearest physical point of the structure housing an adult
17 entertainment facility, whichever is the greater distance.

18
19 **17.58.050 Variation from separation requirements.**

20 Variances shall be granted from the separation requirements in GHMC
21 17.58.040 if the applicant demonstrates that all of the following criteria are met:

1 A. The physical features of the land would result in an effective separation
2 between the proposed adult entertainment facility and any sensitive zones or uses in
3 terms of visibility and access;

4 B. The proposed adult entertainment facility complies with the goals and
5 policies of the City's Comprehensive Plan;

6 C. The proposed adult entertainment facility is otherwise compatible with
7 adjacent and surrounding land uses;

8 D. The applicant has proposed conditions which would minimize the
9 adverse secondary effects of the proposed adult entertainment facility.

10
11 **17.58.060 Nonconforming adult entertainment facility.**

12 An adult entertainment facility shall be deemed a nonconforming use and shall
13 be subject to the requirements of Chapter 17.68 GHMC (Nonconformities) if a
14 sensitive zone or use identified in GHMC 17.58.040(A) locates within five hundred
15 (500) feet of that adult entertainment facility after the date that adult entertainment
16 facility has located within the City in accordance with the requirements of this chapter.

17
18 **Section 18. Limitations of Liability.** None of the provisions of this ordinance are intended
19 to create a cause of action or provide the basis for a claim against the City, its officials or
20 employees through the performance or the failure to perform a duty or obligation running to a

1 specific individual or specific individuals. Any duty or obligation created herein is intended to
2 be a general duty or obligation running in favor of the general public.

3
4 **Section 19. Public Nuisance/Injunctions.** Any adult entertainment facility in violation of
5 this ordinance shall be deemed a public nuisance, which, in addition to all other remedies, may
6 be abated by injunctive relief.

7
8 **Section 20. Severability.** If any section, sentence, clause or phrase of this ordinance should
9 be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or
10 unconstitutionality shall not affect the validity or constitutionality of any other section,
11 sentence, clause or phrase of this ordinance.

12
13 **Section 21. Effective Date.** This ordinance or a summary thereof consisting of the title shall
14 be published in the official newspaper of the City, and shall take effect and be in full force five
15 (5) days after publication.

16
17 PASSED by the City Council and APPROVED by the Mayor this ___ day of _____ 1996.

18
19
20 APPROVED:
21
22
23
24 _____
MAYOR, GRETCHEN WILBERT

25
26 ATTEST/AUTHENTICATED:

ZONING

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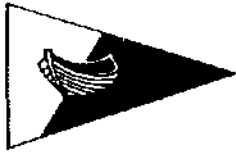
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

ZONING



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: Wes Hill, P.E., Public Works Director *Wes Hill*
SUBJECT: Six Year Transportation Improvement Program, 1997-2002
DATE: November 21, 1996

INTRODUCTION/BACKGROUND

Local agencies are required to prepare six-year transportation improvement programs under State RCW 35.77.010, and to receive Federal transportation funding under the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA), 23 USC. The proposed plan reflects the City of Gig Harbor Transportation Plan (December 1994), and has been updated in response to existing or anticipated pavement and/or traffic conditions, and more current cost information.

This year's program includes all of the projects on last year's plan. North Harborview Drive and Harborview Drive were closed out earlier in the year.

Design of the East-West Road is anticipated to commence after the start of the year pending selection of a consultant and completion of scope and fee negotiations.

The design for Rosedale Street is also anticipated to commence after the start of the year pending completion of scope and fee negotiations with the selected consultant. The project's limits have been reduced to accommodate additional costs for reconstruction of the pavement section and related improvements, and conformance with the design guidelines (provisions for or landscaping and street lights).

The third project will be the Kimball Drive Park and Ride Expansion and Related Improvements project. Pierce Transit continues to negotiate with Tacoma Public Utilities for an acceptable lease term and rate. Discussions have been ongoing to complete the interlocal agreement. Pierce Transit and WSDOT have concurred in the City's assumption of lead agency status based on its Certification Acceptance (CA) status. Presently, the focus will be on completing the Park and Ride lot improvements, and the signalization and pavement improvements on Pioneer Way between Grandview Street and Stinson Avenue. If additional funding becomes available, the section of Kimball Drive from Pioneer Way to Hunt Street will also be improved under this project. Another element contingent on funding, will be inclusion of a signal and/or access ramp modifications at the Wollochet Drive-SR 16 access ramp intersection.

Improvements to Bayridge Avenue will be incorporated into the Rosedale Street project in conjunction with storm sewer and water main construction. This project is considered an alternate and will be subject to available funds pending more complete design evaluation, and the status of the Kimball Drive Park and Ride project.

Judson Street improvements have been delayed pending development of an improvement plan acceptable to the businesses along the proposed route and discussions with the affected utilities

MAYOR WILBERT AND GIG HARBOR CITY COUNCIL

November 21, 1996

Page 2

for undergrounding of aerial facilities. This is also an alternate project depending on funding and the status of other projects.

Vernhardsen Street improvements will await return of favorable construction weather, and will be limited to the section from Peacock Hill Avenue to North Harborview Drive.

Off-street parking improvements are proposed within the central business district area contingent on donation of a suitable parcel or parcels.

Miscellaneous projects on the 1997 program will respond to pavement, sidewalk, and storm drainage needs on a prioritized basis depending on location, severity, traffic volumes, safety, and funding.

FISCAL CONSIDERATIONS

Adoption of the Six Year Transportation Improvement Program does not directly affect the City's finances. The fiscal impacts will be reviewed during the annual budgeting process. Depending upon the availability of funds and other considerations, the Council may elect to fund more or fewer projects, and/or change project priorities.

RECOMMENDATION

Staff recommends that the Council move and approve the attached Six-Year Transportation Improvement Program (1997-2002) and the adopting resolution.

**CITY OF GIG HARBOR
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Transportation Plan and Transportation Improvement Program, including an arterial street construction program, and thereafter periodically modified said comprehensive transportation program by resolution, and

WHEREAS, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

WHEREAS, a public hearing was held on the said Six-Year Transportation Improvement Program on November 25, 1996, and

WHEREAS, the City Council finds that there will be no significant adverse environmental impacts as a result of adoption or implementation of the Six-Year Transportation Improvement Program,

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

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (1997-2002, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit A attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this ____ day of _____, 1996.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MARK HOPPEN

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



City of Gig Harbor. The "Maritime City."

3101 B. DODD STREET
GIG HARBOR, WASHINGTON 98113
206-851-1100

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: TOM ENLOW
DATE: NOVEMBER 19, 1996
SUBJECT: FIRST READING - 1996 BUDGET AMENDMENT ORDINANCE

BACKGROUND

Two general fund departments require adjustments to their 1996 appropriations.

The Administration / Finance Department needs a \$40,000 budget increase due to legal fees higher than expected. Legal fees have totaled \$81,606 or 116% of budget through the September billing and may reach \$110,000, or \$40,000 over budget by the year-end billing.

Hearing Examiner and other professional services fees in the Planning / Building Department are also above expectations and may reach \$5000 over budget by year end.

Rather than increase the overall general fund and total budget, the estimated ending cash balance for the general fund is decreased from \$50,227 to \$5,227. (The actual ending cash balance will be approximately \$700,000. The difference is due to other departments' expenditures below budget and resources above budget.)

RECOMMENDATION

Staff recommends approval of the ordinance at it's second reading.

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE 1996 BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, adjustments to the 1996 annual appropriations are necessary to conduct city business,

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

Section 1.

The annual appropriations in the departments and funds listed below shall be increased to the amounts shown:

<u>Fund/Dept.</u>	<u>Original Appropriations</u>	<u>Amendment</u>	<u>Amended Appropriations</u>
001-General Government			
04-Admin/Finance	331,150	40,000	351,150
14-Planning / Building	269,510	5,000	274,510
19-Ending Fund Balance	50,227	(45,000)	5,227
001-Total General Gov't.	3,509,111	-0-	3,509,111

Section 2. This ordinance shall be in force and take effect five(5) days after its publication of a summary 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 held on this ____ day of _____, 1996.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen
City Administrator/Clerk

Filed with city clerk: 11/19/96
Passed by the city council:
Date published:
Date effective:



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: HEARING EXAMINER CONTRACT
DATE: NOVEMBER, 19, 1996

INFORMATION/BACKGROUND

Attached is the proposed Hearing Examiner contract for 1997. Ron McConnell, our current Hearing Examiner, has requested a \$2.80 per hour rate increase in his standard fee, from \$93.50 to \$96.30 per hour. Additionally, an increase in the secretarial services rate is requested from \$37.50 to \$38.60. In both cases the increase is 3%.

CONTRACTURAL ISSUES

This contract defines the Hearing Examiner duties as those duties which are defined by city code and State statute. The agreement clarifies the employment relationship of the Hearing Examiner to the city. The agreement was approved as to form by the legal counsel previously.

RECOMMENDATION

Staff recommends approval of this contract as presented.

McConnell/Burke, Incorporated

NOV 6 1996

10604 N.E. 38th Place Suite 227 Kirkland, Washington 98033 (206) 827-6550 CITY FAX: 8890796 PERSON

November 5, 1996

Mark Hoppen
City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Mark:

The 1996 hourly rate McConnell/Burke, Inc. is paid for Hearing Examiner services is \$93.50 per hour for Hearing Examiner and \$37.50 per hour for secretarial services. We propose to raise those fees to \$96.30 per hour for the Hearing Examiner and \$38.60 per hour for secretarial services beginning January 1, 1997. This reflects a 3% cost of living adjustment.

Based on the workload of the first 9 months of 1996, this would translate into an increase of \$415 for Hearing Examiner fees and \$72 in secretarial fees for 1996.

I would like an opportunity to discuss this proposal with you at your convenience. I will call you in a few days to schedule an appointment.

Sincerely,



Ron McConnell, AICP
Vice President

RM/jmd

cc: Ray Gilmore

**CONTRACT FOR PROFESSIONAL SERVICES
CITY OF GIG HARBOR
HEARING EXAMINER**

WHEREAS, the City of Gig Harbor has created the position of Land Use Hearing Examiner under Gig Harbor Municipal Code (GHMC);

WHEREAS, the City wishes to contract with a person meeting the requirements set forth in GHMC for the position of Hearing Examiner, under the terms and conditions set forth in that chapter; and

WHEREAS, said individual will be responsible for the duties of Hearing Examiner described in GHMC; NOW, THEREFORE,

In consideration of the mutual benefits to be derived by the parties herein, the parties agree as follows:

1. Duties. The Hearing Examiner shall be responsible for carrying out all of the duties set forth in GHMC, and all other actions reasonable necessary to fulfill the obligations of the position, as established by state statute or City ordinance. The provisions of RCW 35A.63.170 are incorporated by this reference as if fully set forth herein. In addition, the Hearing Examiner shall prepare monthly reports on or before the 15th day of each month for the preceding month which shall document his hours of service and his travel, photocopying, mailing, and telephone expenses incurred in the performance of duties under this Agreement.
2. Compensation.
 - A. The Hearing Examiner shall provide services to the City at an hourly rate of **NINETY SIX DOLLARS AND THIRTY CENTS (\$96.30)** for performance of the duties described herein. The City agrees to compensate the Examiner at the above rate based on a minimum of **TWO AND HALF (2.5)** hours for each public hearing, meeting, and/or site visit conducted in Gig Harbor.
 - B. The City shall reimburse the Examiner for his travel to and from Gig Harbor and the Examiner's regular place of employment at **TWENTY-EIGHT CENTS (\$.28)** per mile. In addition, the City shall reimburse the Examiner for secretarial services a rate of **THIRTY EIGHT DOLLARS AND SIXTY CENTS (\$38.60)** dollars per hour. the city shall also reimburse the examiner for his costs involved in photocopying, mailing, and telephone expenses incurred in the performance of his duties as Examiner.
 - C. The Examiner shall receive annual performance evaluations from the City Administrator and/or Planning Director annually.

3. Term. This Agreement shall be effective upon execution, and shall run through DECEMBER 31, 1997.

4. Examiners Pro Tem. In the event of a conflict or disqualification or when in the discretion of the Hearing Examiner or regular Examiner Pro Tem, the use of an Examiner Pro Tem is required, the Mayor shall appoint a temporary Examiner Pro Tem to hear cases.

5. Billing and Payment. The City shall make (monthly) payments to the Examiner, within 45 days of receipt of his report described in Section 1 herein.

6. Employee Status. The employment relations of the Examiner shall be governed by this Agreement. The Examiner is an independent contractor providing professional services to the City pursuant to this Agreement. The Examiner maintains other professional offices, and provides professional services to clients other than the City of Gig Harbor. As such, the Examiner is not an employee of the City, and shall be responsible for the payment of federal income tax and other taxes, fees or charges from the compensation paid to the Examiner by the City. The Examiner shall not be entitled to any benefits provided to City employees and specifically shall not be entitled to sick leave, vacation, overtime, compensatory time or any other benefit not specifically addressed and provided for by this Agreement. The Examiner shall be subject to the rules of conduct of the relevant personnel policies of the City of Gig Harbor, RCW 35A.42.020 and RCW 35A.42.050, as the same now exists or may hereafter be amended.

7. Conflict of Interest. It is acknowledged that the Examiner will provide work and services for other clients in the course of their business. The Examiner agrees not to perform such services for other clients where a conflict of interest or other violation may exist.

8. Rules of Procedure. The Examiner shall be responsible for recommending rules of proceedings before the City Hearing Examiner, which rules shall be adopted by Council resolution. In addition, the Examiner shall be responsible for recommending necessary changes to those ruled

9. Indemnification. The Examiner agrees to indemnify, defend and hold the City harmless for any and all claims or liabilities of any nature which arise from any action of the Examiner that is outside the scope of his official duties, as described in this Agreement, GHMC, RCW 35A.42.020 and RCW 35A.42.050.

10. Nonexclusive contract. This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners and to contract for additional services in the future. Nothing herein shall be interpreted to prohibit such future appointments nor to guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Examiner in future years. The City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

11. **Integration.** The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties, and such statements or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way.

12. **Renewal.** This Agreement shall be renewable by the City by giving THIRTY (30) days written notice prior to the conclusion of the contract term. Failure to do so will terminate the Agreement. Renewal shall be effective upon written acknowledgment and renewal by the Examiner.

13. **Termination.** This Agreement may be terminated by the City for the Examiner's misconduct, failure to complete the duties described under this Agreement and in GHMC, or within the time frames specified therein, or for his failure to complete such work in a manner satisfactory to the City. In the event of termination, the City shall pay for all services satisfactorily performed by the Examiner to the effective date of termination, as described in his final report submitted to the City. Upon termination, the City may take possession of all records and documents in the Examiner's possession pertaining to this Agreement.

14. **Resolution of Disputes.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Examiner which cannot be resolved by the City's determination in a reasonable period of time, or if the Examiner does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be within the Pierce County Superior Court in Pierce County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorney fees incurred in any litigation arising out of the enforcement of this Agreement.

15. **Waiver.** The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said Agreement provision, and the same shall remain in full force and effect.

16. **Severability.** In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

17. Notice. Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

CITY: City Administrator
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

EXAMINER: Ron McConnell
EXAMINER PRO TEM: Robert Burke
10604 N.E. 38th Place, Suite 227
Kirkland, WA 98033

DATED this _____ day of _____, 1996.

CITY OF GIG HARBOR


HEARING EXAMINER

BY: _____

Its _____

APPROVED FOR FORM:

City Attorney



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
SUBJECT: LEGAL SERVICES AGREEMENT FOR 1997
DATE: November 19, 1996

INFORMATION/BACKGROUND

Staff is submitting the proposal for legal services with Ogden, Murphy and Wallace for Council approval. This agreement is identical with the city's previous agreement with the law firm, except that the rates for Partners are proposed at a \$3.50 per hour increase, Associates are proposed at a \$3.50 per hour increase, Law Clerks are proposed at a \$2.00 per hour increase, and Paralegal at a \$2.00 per hour increase. The increases are identical to last year with the exception of a greater increase in the Associate rate, an additional \$1.50 than recommended for 1996. The percentage increase in the respective rates are Partners 3.04%, Associates 3.74%, Law Clerks 2.82%, and Paralegal 3.57%. The monthly retainer is submitted for an increase of \$50 (as compared to \$48 last year) for 4.05% increase.

Carol Morris proposes the possibility of recovering review costs from applicants. Staff believes these recovery costs are legitimate, as such costs are not currently recouped through our fee structure.

RECOMMENDATION

Staff recommends that Council approve the proposed rate adjustments for legal services for 1996. Further, staff suggests that Council request the City Attorney to draft a resolution for the recoupment of legal services rendered in review of various projects.



P.L.L.C. ATTORNEYS AT LAW

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

RECEIVED
OCT 31 1996
CITY OF GIG HARBOR

Carol A. Morris

October 30, 1996

Mayor Gretchen Wilbert and
Mr. Mark Hoppen
City Administrator
CITY OF GIG HARBOR
3105 Judson Street
Gig Harbor, WA 98335

Re: Proposed Rates for 1997

Dear Mayor Wilbert and Mark:

We would propose the following cost of living increases to the hourly rates and retainer to be effective January 1, 1997:

	<u>Current Rate</u>	<u>Proposed Rate</u>	<u>Percent of Increase</u>
Partners	\$115.00/hr	\$118.50/hr	3.04%
Associates	\$ 93.50/hr	\$ 97.00/hr	3.74%
Law Clerks	\$ 71.00/hr	\$ 73.00/hr	2.82%
Paralegals	\$ 56.00/hr	\$ 58.00/hr	3.57%
Retainer (13 hours)	\$1,235/mo	\$1,285.00/mo	4.05%

A number of jurisdictions are moving towards recapturing attorneys' fees as a part of the recoverable costs in a permitting review process. This would of course require an amendment to the fee resolution for the City. It is my recommendation that the review time that we incur reviewing plats, PUDs, site specific rezones, etc., should and can properly be recovered from the applicant. However, it is felt that such applicants should not necessarily be entitled to the same reduced rate the City receives, in essence, in the nature of a quantity discount. Rates that

I have seen for other cities when the attorneys' fees are to be reimbursed and the rates that I would propose if the City adopts such an approach would be as follows:

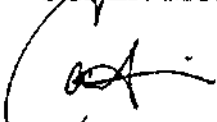
Proposed Reimbursable Fee Rate

Sr. Partners	\$175.00/hr
Partners	\$150.00/hr
Sr. Associates	\$130.00/hr
Associates	\$110.00/hr

I would appreciate your confirming the approval of these increases by providing your signature on both copies this letter, keeping one for your files and returning the other for our files.

Very truly yours,

OGDEN MURPHY WALLACE



Carol A. Morris

CAM:clr
encl.

APPROVED BY THE CITY COUNCIL AND ACCEPTED BY THE MAYOR this
_____ day of _____, 199__.

CITY OF GIG HARBOR

Gretchen Wilbert, Mayor

ATTEST:

Mark Hoppen, City Administrator



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: COPIER MAINTENANCE AGREEMENT RENEWAL
DATE: NOVEMBER 18, 1996

INFORMATION/BACKGROUND

Attached is a renewal to the maintenance agreement for the Minolta copier for the upstairs area. The estimated 120,000 copies per year almost made it to December, but the machine has recently exceeded that amount.

FISCAL IMPACTS

The attached contract is for 120,000 copies, which will be valid 11/96 through 11/97, and the same volume as the last maintenance contract.

RECOMMENDATION

Move to authorize the Mayor to sign the attached copier maintenance agreement in the amount of \$1,484.00.

FAX# 851-8503

MINOLTA BUSINESS SYSTEMS • A SUBSIDIARY OF MINOLTA CORPORATION

655660

MINOLTA BUSINESS SYSTEMS
6300 SOUTHCENTER BLVD.
TUKWILA, WA 98188



S/O #

Customer P.O. #

TERM #

MAINTENANCE AGREEMENT

ACCOUNT # 7201421

Service Location: MBS-SEATTLE

BILL TO:
GIG HARBOR CITY OF
3105 JUDSON ST
GIG HARBOR WA 98335

SERVICED AT:
GIG HARBOR CITY OF
3105 JUDSON ST.
GIG HARBOR WA 98335

COMMENCEMENT METER: 120,020

M/A METER EXPIRATION: 240,020

MODEL: 1075B100 EP6000

SERIAL NUMBER: 3112948

TERMS AND CONDITIONS

THE SUPPLY/SERVICE FEE OF \$1,484.00 PLUS APPLICABLE TAXES, SHIPPING AND HANDLING IS FOR THE BASE PERIOD OF 11/08/96 TO 11/07/97 FOR 120,000 COPIES.

NOTE: ONE COPY IS COUNTED FOR EACH 8.5x11 INCH IMAGE.

UNDER THE ITEMS OF THIS PROGRAM, CUSTOMERS PURCHASING THIS AGREEMENT WILL BE ENTITLED TO LABOR, TRANSPORTATION, ALL REPLACEMENT PARTS, BLACK STARTER, IMAGING UNITS AS REQUIRED, AND BLACK TONER BASED ON 6% TONER USAGE RATIO AND NUMBER OF COPIES PURCHASED, EXCLUDING PAPER AND STAPLES. CUSTOMER MAY RENEW AGREEMENT WHEN THE COPIES PURCHASED ARE USED WITHIN THE AGREEMENT PERIOD. CUSTOMER ALSO MAY NEED TO PURCHASE ADDITIONAL TONER BASED ON APPLICATION.

When this Agreement is signed by the Customer and the Branch Service Manager, it shall constitute a Binding Agreement.

PLEASE READ REVERSE SIDE OF AGREEMENT FOR ADDITIONAL TERMS AND CONDITIONS.

Minolta Business Systems, Inc.

by _____
CUSTOMER SIGNATURE DATE

by _____
MBS SERVICE REP DATE

This _____

by _____
MBS SERVICE MANAGER DATE

This AGREEMENT MUST BE RETURNED ALONG WITH PAYMENT to the Minolta Service Location listed above. Please be sure to enter the COMMENCEMENT METER READING and add STATE and LOCAL TAXES to payment. AUTHORIZED SIGNATURE is required to process this Agreement.

WHITE: CUSTOMER • YELLOW: MBS BRANCH • PINK: MBS HEADQUARTERS

MNAG 0608