

Gig Harbor City Council Meeting

**April 12, 2010
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, April 12, 2010 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of March 22, 2010.
2. Receive and File: a) Operations Committee Minutes of Jan. 21, 2010; and b) Feb. 11, 2010.
3. Correspondence / Proclamations: a) Parks Appreciation Day; b) Volunteer Week.
4. Liquor License Action: a) Withdrawal – Paradise Theatre; b) New Application – Mizu Japanese Steakhouse; c) New Application – GPS Gig Harbor; d) Renewals: Walgreens; Anthony's At Gig Harbor; Kelly's Café and Espresso; Tanglewood Grill; and Bistro Satsuma.
5. Resolution No. 827 – Operations Surplus Property.
6. Public Portal and Management Dashboard of InterLocking Software –Palladin.
7. Water System Plan Amendments – Consultant Services Contract / Roth Hill Engineers.
8. Utility Easement – One Mallards Landing LLC.
9. Dedication of Right-of-Way – Burnham Partners LLC.
10. Resolution No. 828 – Information Technology Surplus Equipment.
11. Donkey Creek & Austin Estuary Restoration – Consultant Services Contract/Hood Canal Regional Salmon Enhancement Group.
12. Approval of Payment of Bills for April 12, 2010: Checks #63309 through #63441 in the amount of \$1,002,661.08.
13. Approval of Payroll for the month of March Checks #5662 through #5673 in the amount of \$325,619.21.

PRESENTATIONS:

1. Parks Appreciation Day Proclamation.
2. Volunteer Appreciation Week Proclamation.
3. MDA – Presentation of Appreciation Plaque. Susie West and Anna Burrows.

OLD BUSINESS:

1. Third Reading of Ordinance – Revising Grease Interceptors Ordinance 1107 to Reflect Uniform Plumbing Code Update.
2. Second Reading of Ordinance – Title 15 Update.

NEW BUSINESS:

1. Public Hearing and First Reading of Ordinance – Extending the Sewer Concurrency Reservation Alternative Process and Allocation of Limited Sewer Capacity Process.
2. First Reading of Ordinance – 2010 Stormwater Manual Revisions.

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Volunteer Appreciation Event – Mon. Apr 19th at 5:30 p.m.
2. Jerisich / Skansie Parks Workstudy Session 2 – Mon. Apr 19th at 6:30 p.m.

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.30.110(1)(i) and property acquisition per RCW 42.30.110(1)(c).

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – MARCH 22, 2010

PRESENT: Councilmembers Ekberg, Young, and Malich. Councilmember Payne acted as Mayor Pro Tem.

CALL TO ORDER: 5:32 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of March 8, 2010.
2. Receive and File: a) Minutes of Jerisich-Skansie Joint Worksession of March 1, 2010.
3. Correspondence / Proclamations: a) Boys & Girls Club Week; b) Census 2010 Support.
4. LL Action: a) Renewals: St. Anthony Hospital, GH Farmers Market Assoc., The Green Turtle, Kimball Espresso Gallery, Harbor Greens, and Maritime Inn; b) Special Occasion Liquor License – Kiwanis Club; c) Special Occasion Liquor License – Soroptomist Club.
5. Third Amendment to Hearing Examiner Contract.
6. Letter of Understanding – Employee Guild.
7. Summer Sounds Concerts Contracts.
8. Tacoma RC Visitors Bureau Agreement.
9. Eddon Boat Property – Long Term Monitoring Plan Implementation.
10. Approval of Payment of Bills for March 22, 2010: Checks #63193 through #63308 in the amount of \$543,768.38.

MOTION: Move to adopt the amended Consent Agenda as presented.
Conan / Ekberg – unanimously approved.

PRESENTATIONS:

1. Boys & Girls Club Week Proclamation. Mayor Pro Tem Payne asked Director Joanne Maxwell to come forward to accept the proclamation. Ms. Maxwell introduced staff member Kory Eggenberger who in turn introduced some of the students who participate in the Boys & Girls Club Program: Ryann Bell, Jackson Garner, Torin O'Toole, Travis Sluka, Amanda Dunn, Tommy Duinn, Jenna Jones, Morgan Murphy, and Eddie Mason. The students shared why they like the Boys & Girls Club and presented invitations to the Council and City Administrator to come and visit the facility.

2. Census 2010 Support Proclamation. Mayor Pro Tem Payne presented the proclamation to Susan Ross and Lila Gale from the U.S. Census Bureau. Ms. Ross thanked the city for supporting the 2010 Census effort and encouraged everyone to return their forms.

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

MOTION: Move to adjourn to Executive Session at 5:37 p.m. for the purpose of discussing potential litigation per RCW 42.30.110(1)(i) for approximately twenty minutes.
Conan / Malich – unanimously approved.

MOTION: Move to return to regular session at 5:55 p.m.
Malich / Conan – unanimously approved.

Councilmembers Franich, Conan and Kadzik joined the meeting at this time.

OLD BUSINESS:

1. Thurston Lane. City Attorney Angela Belbeck presented the background information on the status of Thurston Lane as a public road.

Scott Rogel – Marvick Properties, LLC, 510 Lakeside Ave So, Seattle. Mr. Rogel, owner of property adjacent to Adams Street, said they have been working for three years to obtain a permit which is being held up due to lack of access to the fire hydrant on Thurston Lane. He discussed Thurston being the access to one-way Adams Street and how the dynamics would change if Thurston were to become a private street. Mr. Rogel asked that Thurston Lane be maintained as a public street.

Kit Kuhn, A Jeweler Design for You - 3014 Harborview Drive and Donna Moen, Gallery Row – 3102 Harborview Drive. Mr. Kuhn and Ms. Moen spoke in favor of keeping Thurston Lane public, citing parking issues and access to dumpsters and recycling bins as things that would be affected and would severely impact businesses. They urged the city to keep Thurston Lane a public street.

David McGoldrick – 820 A Street, Tacoma. Mr. McGoldrick referenced a written brief that he submitted to Council and gave an overview of the main points. He stressed that if Thurston is closed and Harborview businesses cannot access the back of their property, the city will be involved in any action. He passed out a copy of “GoogleMaps” showing Thurston Lane.

David Yando – 4041 Ruston Way, Tacoma. Representing ETC Real Estate Investments, Mr. Yando spoke in opposition of the proposed Council action to affirm the status of Thurston Lane as a public street. He referenced the documents he submitted to the city during the past week and described their relevance. Mr. Yando said that the other property owners all have alternative access to their parking lots. He also said this

is the first time he has heard of implied dedication which the city attorney is relying upon. He said this doesn't apply to a property owner unless the intent is to let the public use the property; ETC Real Estate has not let the public use Thurston Lane. He stressed that the way this has been presented to Council is improper and any attempt to covert his client's property requires due process through Superior Court.

Nick Tarabochia – 8021 Shirley Avenue. Mr. Tarabochia passed around a map of Gig Harbor circa 1936 which shows Judson Street and Thurston Lane. He referenced comments about "public domain" saying that his parents and he used this road throughout the years. He asked Council to resolve this issue adding that in his mind this is, and always has been a public street and should remain so.

Mark Hoppen – 8133 Shirley Avenue. Mr. Hoppen explained the difference between adverse possession and prescription; prescription occurs if property is in possession of the city and has been used for a period of over ten years. He said that if the city gives Thurston Lane away, they are giving away public property. He continued to say that Thurston is a city street which was discussed when the property was sold. It was sold as is; it was up to the buyer to clarify the title. Mr. Hoppen said that the issue was recently discussed once again with Mr. Clark. He encouraged Council to not take any action that would interfere with pending applications.

Dave Willis, Harborview LLC – 3210 Harborview Drive. Mr. Willis voiced concern that the large parking lot behind their building is already "tapped out" with all the businesses in the Gilich Building and their own tenants. He stressed that they don't need any more pressure on parking downtown if access to Adams is cut off.

MOTION: Move to affirm the status of Thurston Lane as a public street.
Ekberg / Kadzik –

Councilmember Young said the he was on Council at the time of the sale and there was no doubt in his mind that Thurston Lane was a public road and had been for decades. He said contrary to what had been stated previously, adverse possession is very common particularly in areas that are unincorporated or remote. For this to occur the possession must be conspicuous for longer than ten years; and clearly these standards have been met before Thurston Lane became city property. He then explained that vacation of a road would be a Council action; it cannot be done merely by sale of property. He apologized if past staff had indicated anything different, adding that he was unaware that it was even an issue until recently.

RESTATED

MOTION: Move to affirm the status of Thurston Lane as a public street.
Ekberg / Kadzik – unanimously approved.

2. Second Reading of Ordinance – Revising Grease Interceptor Ordinance 1107 to Reflect Uniform Plumbing Code Update. Wastewater Treatment Plant Supervisor Darrel Winans presented the background information and amendments to the ordinance since the first reading.

Councilmembers and Staff further discussed the proposed ordinance. Because there were still several questions it was agreed that more information is required before a decision could be made. Councilmembers agreed to contact Mr. Winans with any questions and directed staff to bring this back as a third reading at the next meeting.

Steve Lynn, Water to Wine – 9014 Peacock Hill Avenue. Mr. Lynn voiced appreciation for the city's need to address the quality of the wastewater system but said the feasibility of the requirements and adaptive reuse of buildings must be considered. He used his current remodel project as an example of how health department regulations place him over the threshold of this ordinance. He stressed that the cutoff point makes a big difference.

NEW BUSINESS:

1. Public Hearing – 2010 Comprehensive Plan Amendment Docket. Senior Planner Jennifer Kester presented an overview of the proposed docket for the 2010 review cycle which consists of two city applications and one private application for the 96th Street Land Use Amendment. She described the criteria for Council to determine which applications should move forward to the Planning Commission for processing.

Mayor Pro Tem Payne opened the public hearing at 7:18 p.m.

Dick Dadisman – 4206 97th St. Ct. NW, Avalon Woods. Mr. Dadisman said he is representing several other residents of Avalon Woods who are present tonight, then passed out written comments. Mr. Dadisman spoke against COMP-10-0013: 96th Street LLC Land Use Map Amendment saying it is inconsistent with the city's Comprehensive Plan and strongly recommended that the proposal not be forwarded to the Planning Commission. He gave an overview of concerns and objections to the more intense use. He stressed that if this were to move forward it would affect their quality of life and property values.

Lee Sorenson – 4405 Towhee Dr. NW. Mr. Sorenson, who owns the Burnham Storage Facilities, voiced concern with COMP-01-0013 because opening up the easement road

could lead to security problems. He also mentioned stormwater issues if the property is developed.

Richard Warnick – 4106 Vernhardson Drive. Mr. Warnick said he lives on the other end of 96th and the Employment Center Designation proposed in COMP-10-0013 is scary. It's all residential and he said he isn't sure what would happen if the roadway is opened.

Bill Wells – 4009 100th St. Ct. Mr. Wells endorsed what had been said by Mr. Dadisman. He spoke with pride about the positive aspects of Avalon Woods and said he wouldn't be proud of a manufacturing district. He talked about his Air Force experience with a transportation unit saying putting something like this next to a residential area is unkind and unconscionable. He asked that COMP-10-0013 not be forwarded to the Planning Commission and the Mixed Use Designation that was in place when he bought the property remain.

Joseph Wilson, Peninsula Light Company – 13315 Goodnough Drive NW. Mr. Wilson spoke in support of staff's recommendation to remove Peninsula Light's two acre parcel from this proposed land use modification. He described the current use of the property for substations and voiced concern that modifying the land use designation would make it prohibitive for them to expand in order to serve future growth.

John Holmaas – 7602 Goodman Drive NW. Mr. Holmaas said he had the privilege of developing Avalon Woods and being a partner in the development of Gig Harbor Business Campus, so both are like his children. He said he has heard many of the same arguments when these properties were developed. He said he concurred with staff's recommendation to remove the Peninsula Light property. He stressed that if there are noise or light problems with the Northharbor Business Park there are standards for these and criteria that have to be met; the tenants can be asked to come into compliance. He said these concerns have been addressed earlier. Mr. Holmaas said it is not their intent to access the property for heavy use from the 20' access road; access will come through Northharbor Business Campus. He then explained that they designed a stormwater pond to handle the entire eight acre site. He finalized by saying they will continue to work with on any further development concerns.

Dale Odell – 4110 97th St. Ct. NW. Mr. Odell said that the noise from the gun club is only certain times of the day. He also said that Peninsula Light is happy with the current zoning. Mr. Odell commented that the only parcel East of Highway 16 zoned Employment is Northharbor Business Park; the rest of this area was designated Mixed Use adding that there must have been a reason. He said that the required transition zone of 50 feet isn't much. He commented that the smells, noise and light from the Northharbor Business Campus aren't too bad, but they are there all the time. He encourage Council to listen to the people of Avalon Woods, Peninsula Light, Burnham Mini-Storage, Dogwood Estates and past Council action, and leave this property Mixed Use.

There were no further public comments and the hearing closed at 7:53 p.m.

Councilmember Malich asked for clarification on what happens if an amendment isn't forwarded to the Planning Commission. Ms Kester said it dies, but they could apply later.

Councilmember Young explained that the Comprehensive Plan Amendment procedure is a year-long process with a number of public hearings; many of these concerns could be mitigated. He said he supports this moving forward for economic development reasons.

Councilmember Franich said Avalon Woods has had issues in the past and said that he isn't convinced that their issues can be mitigated.

Councilmember Ekberg echoed the comments that it was early in the process and he doesn't wish to exclude additional comments. He said he supports this moving through the public process hoping that additional input will shape something beneficial to the community.

Councilmember Kadzik agreed saying that the Planning Commission will look at any concerns in detail, which gives the residents of Avalon Woods the leverage to make positive changes.

Councilmember Malich said he doesn't support this moving forward. He said that the Mixed Use District designations should go back to RB-2. He said the ED zone isn't appropriate in a residential area.

Mayor Pro Tem Payne pointed out that the RB-2 zone allows unlimited building sizes.

Councilmember Conan encouraged continued community involvement saying that without input we could end up with something much worse. He said that if there are no good solutions, Council will not adopt the amendment.

Mayor Pro Tem Payne reminded the public that voting to include an amendment is not an endorsement of an amendment but just to move it forward if it meets the criteria.

MOTION: Move that Application COMP 10-003 be amended to remove the Peninsula Light property and road property and move that all of the 2010 Comprehensive Plan Amendment applications, as amended, be forwarded to the Planning commission for further processing.
Young / Conan – five voted in favor. Councilmembers Franich and Malich voted no.

Staff was asked to work with Peninsula Light for a more appropriate zoning designation for their parcel.

2. First Reading of Ordinance – Title 15 Update. Building / Fire Safety Manager Dick Bower presented the update to the Building Codes in conjunction with the state's adoption of similar amendments. He gave an overview of the changes and addressed questions. This will return at the next meeting for adoption.

3. First Reading of Ordinance – Street Latecomer's. Senior Engineer Emily Appleton presented the information for this ordinance that would establish an application process and identify criteria for approval of Latecomer Agreements for street improvements. Staff and City Attorney Angela Belbeck addressed questions and concerns.

Councilmember Franich commented that the city is not obligated to do this for the hospital; money was collected through SEPA to mitigate the cost of the improvements. He talked about fairness and said smaller developments will have to pay for the roundabout improvements because the hospital chose this site. He said there needs to be early input by anyone affected by a Latecomers Agreement.

Councilmember Young asked for clarification on whether a parcel with capacity would be excluded from a Latecomers Agreement. Ms. Belbeck explained why they would not.

City Administrator Rob Karlinsey explained that the city could use the SEPA process, but a Street Latecomer option is simpler and puts more of the burden upon the applicant. There was further discussion on which properties would be included in a Latecomers Agreement.

Councilmember Ekberg encouraged the other Councilmembers to discuss this with staff before the second reading. He said that through lengthy discussions in the Operations Committee he has come to view this ordinance as another tool. He reminded everyone that Council has the final approval authority.

John Chadwell, Olympic Property Group – 19245 10th Ave E, Poulsbo. Mr. Chadwell said that the questions that just came forward on this topic illustrate the challenges of this ordinance. He pointed out some of the main challenges: the amount of the fees; the capacity depends on when the study is done; the challenge of burden of proof; and whether trips should be guaranteed for those included.

Staff was directed to address the concern of guaranteed trips and bring the ordinance back for a second reading at the April 26th meeting.

STAFF REPORT:

1. Wastewater Capacity Update. Rob Karlinsey recommended that Council review the spreadsheet and call him with questions.

2. PROS Plan Approval Schedule. Mr. Karlinsey recommended the same approval schedule for the Jerisich/Skansie Parks Plan and Parks, Recreation and Open Space plan.

3. Pierce Transit Community Meeting. Rob Karlinsey announced this meeting to be held at the Civic Center on March 29th at 6:00 p.m. He urged city representation. Councilmember Young said he would try to come. Councilmember Conan said he would attend.

4. Harborview Drive Watermain Replacement Update. Mr. Karlinsey reported that the Public Works Crew did an outstanding job of installing the Harborview Drive Watermain which is in place and operational.

5. Masonry Award. Mr. Karlinsey reported that the city received an award from the Masonry Institute of Washington for the Costco Project. Planning Director Tom clarified that it was a Community Excellence Award for Costco, St. Anthony's Hospital, and other projects. Mr. Karlinsey said it is a credit to the city's design code.

PUBLIC COMMENT:

Shirley Hansen – 3725 60th Street Court NW. Ms. Hansen spoke on the Gateway article on panhandling. She said that panhandling has a negative connotation for our city and urged the City Council to get involved.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Kadzik reported that the Gig Harbor Historical Waterfront Association invited Senior Engineer Jeff Langhelm to come to their roundtable meeting and give an update on the Harborview Watermain.

Councilmember Malich questioned why there were no ADA door openers on the Council Chambers. Staff offered to get back to him with an answer.

Councilmember Young reported that the Lodging Tax Advisory Committee met with the Chamber of Commerce Executive Board regarding an interest in re-establishing its own Visitor's Center. He said a recommendation from the LTAC will be forthcoming. He then reported that the Pierce County Regional Council began the Population Allocation Update and he has been appointed to the sub-committee. In conjunction with Senior Planner Jennifer Kester's work on the Growth Management side they will get it pushed through. Another big undertaking is the County-wide Planning Policies which have to be adopted by 70% of the cities and 60% of the population. He then said they are also working with Puget Sound Regional Council on the Vision 2040 Planning implementation and transportation update. He said he will bring forward regular updates on all these items.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations & Public Projects Committee – Thur. Mar 25 at 3:00 p.m.
2. Planning / Building Committee – Mon. Apr 5 at 5:15 p.m.
3. Gig Harbor's Traffic Demand Model Presentation – Thurs. Apr 8 from 8:30 a.m. to noon.
4. Intergovernmental Affairs Committee – Mon. Apr 12 at 4:30 p.m.
5. Volunteer Appreciation Event – Mon. Apr 19th at 5:30 p.m.
6. Jerisich / Skansie Parks Workstudy Session II – Mon. Apr 19 at 6:30 p.m.

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.30.110(1)(i); and to discuss the acquisition of real estate per 42.30.110(1)(a).

MOTION: Move to adjourn to Executive Session at 8:53 p.m. for the purpose of discussing potential litigation per RCW 42.30.110(1)(i); and to discuss the acquisition of real estate per 42.30.110(1)(a) for approximately thirty-five minutes.

Conan / Kadzik – unanimously approved.

MOTION: Move to return to regular session at 9:20 p.m.

Kadzik / Conan – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:20 p.m.

Conan / Kadzik – unanimously approved.

CD recorder utilized: Tracks 1002 – 1046

Timothy Payne, Mayor Pro Tem

Molly Towslee, City Clerk



CITY OF GIG HARBOR OPERATIONS & PUBLIC PROJECTS COMMITTEE MEETING - MINUTES

DATE of MEETING: January 21, 2010
TIME: 3:04 pm
LOCATION: Public Works Conference Room
MEMBERS PRESENT: Councilmembers Franich and Malich
STAFF PRESENT: City Administrator Rob Karlinsey, City Engineer Steve Misiurak, Sr. Engineers Jeff Langhelm and Emily Appleton; and Asst. City Clerk Maureen Whitaker
OTHERS PRESENT: John Chadwell, OPG
EXCUSED: Councilmember Payne
SCRIBE: Maureen Whitaker

1. PIONEER PLANTER BOX.

DISCUSSION POINTS

Steve Misiurak opened the meeting. Three options identified from the November 2009 Operations Committee were discussed. The top choices from the November meetings were Options 1, 2, & 4a. These options were readdressed as well as a multiple of others. Mr. Misiurak suggested to temporarily close the crosswalk until a decision is made. Councilmember Franich stated that he did not want the crosswalk closed until there was public outreach first to get the downtown business owners' input.

RECOMMENDATION / ACTION / FOLLOW-UP

Rob Karlinsey suggested that a staff report regarding the temporary closure of the crosswalk be presented to City Council on January 25.

2. TRANSPORTATION IMPACT FEES.

DISCUSSION POINTS

Emily Appleton explained that one way we fund our transportation projects is through Transportation Impact Fees. Initially the city adopted impact fees in 1999, then modified the ordinance in 2004 and 2005 and lastly updated the fee schedule in 2007. GHMC 19.12.50 states that the impact fees will be updated annually. Ms. Appleton explained that there have been some changes since the last update in population targets, economic growth, number of trips, and new projects have been added to the city's Capital Facilities Program, while projects currently on the impact fee project list have been completed or revised. Ms. Appleton also reported that the city performed city-wide traffic counts last year at PM peak hour at 51 intersections and in the UGA also. She showed the breakdown of peak hour trip types. There was discussion if Harbor Hill should be used as part of the calculation for impact fees. Councilmember Franich was not in favor of including Harbor Hill in the calculation because he felt that particular road should be developer driven. Ms. Appleton said that this is City Council's decision to include Harbor Hill in the

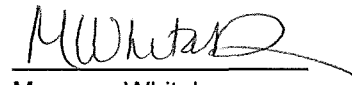
calculation or not. The current impact fees being charged at \$2,103. The new impact fee proposed is \$4,047.

RECOMMENDATION / ACTION / FOLLOW-UP

Further discussion regarding the inclusion of Harbor Hill Drive in the impact fee calculation is necessary prior to bringing this item to council.

Meeting adjourned at 4:40 p.m.

Respectfully submitted:



Maureen Whitaker



CITY OF GIG HARBOR
OPERATIONS & PUBLIC PROJECTS COMMITTEE
MEETING - MINUTES

DATE of MEETING: February 11, 2010
TIME: 3:06 pm
LOCATION: Public Works Conference Room
MEMBERS PRESENT: Councilmembers Franich, Malich and Committee Chair Payne
STAFF PRESENT: City Administrator Rob Karlinsey, City Engineer Steve Misiurak, Sr. Engineer Emily Appleton; WWTP Supervisor Darrell Winans, Engineering Technician Amy Londgren, and Asst. City Clerk Maureen Whitaker
OTHERS PRESENT: Tracy Patton, Cascade Avenue Resident
SCRIBE: Maureen Whitaker

1. BB16 LOCHNER REPORT AND POTENTIAL EFFECT ON INFRASTRUCTURE NEEDS.

DISCUSSION POINTS

Steve Misiurak discussed that the city has been working with WSDOT, the city's consultant H.W. Lochner to identify how long the interim improvements will last, what the long-term solution will be and when it should be constructed.

Sr. Engineer Emily Appleton explained that last year the traffic counts were revised in the city and Pierce County. These counts showed that growth volumes had decreased and were not as high as projected by previous reports. Based on discussions with WSDOT and the expected need to complete an Interchange Justification Report (IJR), part of Lochner's ongoing work was to update traffic projections in order to confirm the operational analysis and functionality of the BB16 interchange for the IJR. Lochner has produced a draft Executive Summary that explained the analysis that was done. That summary described that with an observable reduction in travel and growth, a new set of traffic forecasts were in order. Revised growth rates and new traffic counts were provided by the city and WSDOT, and the new traffic forecasts now show that with relatively minor operational modifications, the BB16 Interchange could continue to operate acceptably until 2035. Ms. Appleton further explained that while the economy has taken a dramatic step backward since 2008, it will begin to grow again and could create congestion and traffic concerns once again. Another test was conducted using the 2035 pre-recession trip generation growth rates with the 2015 revise travel demand model forecasts. The results of this test showed that substantial traffic increases could occur around the BB16 Interchange and it could begin to fail around 2028 to 2030 or much earlier depending on the timing of new developments in this area. WSDOT was very cooperative in working through the options and possibilities, and the conclusion was that a new interchange would not likely be necessary for the next 20 years, however WSDOT requested that the city consider other low cost improvements to mitigate possible variances in the projects that were made.

Traffic volumes were further discussed and the method they were taken. Ms. Appleton answered questions from Council and explained how the traffic model was calibrated.

The findings of the IJR Transportation Report, considered a 'modified IJR', will be available in approximately a month or so. Once this report is approved by WSDOT, a workshop will be scheduled with City Council. The good news is the city will not be required to do a full IJR.

Councilmember Franich was concerned and did not want to be shortsighted, as the SPUI will be needed in the long term. Councilmember Payne said that he would continue to move forward and strategize with our government constituents for funding opportunities.

RECOMMENDATION / ACTION / FOLLOW-UP

Part of the Executive Summary pointed out that for the Sehmel Drive/Burnham Drive intersection, a new right-turn lane should be added to the northbound Sehmel Drive approach from the existing driveway south of the intersection to Burnham Drive within the next five years.

2. CLARIFIER NO. 2 UPDATE.

DISCUSSION POINTS

Mr. Misiurak stated that this information was originally presented to the Operations Committee at the November 2009 meeting. Adding the fourth clarifier is part of the Phase 2 plant expansion and the largest component necessary to reach the 2.4 MGD plant capacity. He explained that clarifier 2 was removed from the bid documents due to budgetary constraints. City staff was meeting with the state auditor to determine if adding this additional clarifier could be added to the current plant expansion scope of work by change order. It is projected that if the current contractor did the work it would be a savings of \$300,000 versus having to bid out the project.

There was a lengthy discussion on the pros and cons of doing this work now. Mr. Misiurak suggested that Cosmopolitan's contract be amended to do the plans, specifications and estimate for this work. He added that Cosmopolitan's contract could be de-scoped if we are able to do a change order, to leave out the preparation of bid documents.

RECOMMENDATION / ACTION / FOLLOW-UP

Revisit at the next meeting.

3. LIFT STATION NO. 6.

DISCUSSION POINTS

Emily Appleton presented several different options regarding the replacement of Lift Station No. 6 (LS6). As noted in the Comprehensive Sewer Plan, the city needs to provide reliable emergency operations and replace pumps and controls when they are nearing the end of their useful life. Currently LS6 has a portable generator, the existing large caisson does not meet confined safety regulations and the pumps are obsolete. The neighbors in the immediate area have expressed concern over size, scale, noise, and odor of a new lift station. Darrell Winans provided pertinent background of proposed options as well as the status of the existing lift station and noted that this lift station requires the highest maintenance of all lift station. The rates that were just passed were based on an above ground facility.

Option 1 – do nothing.

Option 2 – above ground building adjacent to existing lift station.

Makes the most use of useable portions of the existing system, minimizes new piping and connections, adjacent area available for maintenance activity staging, ROW belongs to the city, "triangle portion of ROW needs resolution, neighborhood has concerns about appearance of building.

Option 2A – with building lowered +/- 4-ft. to 8-ft.

The lowered building helps minimize the above ground portion of building to keep views and reduce impact to the surrounding neighborhood. Could incorporate “green roof” and perhaps make a portion of the building blend into the existing grade. Requires additional excavation for lowered building and for providing a useable access to the controls.

Option 2B – Option 2 with underground building 12'x16' with underground control room sunk 5-ft.

Eliminates above ground portion of lift station and neighborhood concerns regarding building appearance. Need to add ventilation system in addition to odor control so the control room may need to be larger than above ground building. Geotechnical assistance may be required for design of underground building. May need to upgrade existing well.

Option 3 – above ground building located along private access road.

This option has significant geotechnical challenges. If challenges can be overcome, significant engineering and stabilization is required. Permitting may prohibit placement due to critical slopes and location of shoreline. Requires additional right-of-way and access easements. This option has been ruled out due to significant added costs and the uncertainty of obtaining permits.

Option 4 – above ground building located within Power Line Easement.

This option requires an agreement with Peninsula Light. The distance between the new controls and existing well are not desirable. The neighborhood would likely have aesthetic concerns. This option has been ruled out due to unknowns with Peninsula Light, distance and does not address neighborhood concerns.

Ms. Appleton further explained that there are remaining issues to resolve:

Triangle ownership, neighborhood concerns regarding above ground building, and potential for undergrounding some of the overhead lines. Ms. Tracy Patton, spoke and stated that she is a resident in this area and the owner of the triangle.

RECOMMENDATION / ACTION / FOLLOW-UP

Councilmember Payne requested a diagram of the properties and commented that an above ground building was not a favorable option. The Council Committee requested a cost estimate for the preferred options of 2A, 2B and 2 & 2A combination. Councilmember Payne suggested refining the options that we think would work and present it in a public meeting. This item will be brought back to discuss at the next Operations Committee meeting.

4. PARKING AND PEDESTRIAN TRAFFIC ON ROSEDALE AT CUSHMAN TRAIL.

DISCUSSION POINTS

Councilmember Payne expressed significant concern for the parking problem on Rosedale Street and noted that a higher priority for sidewalks should be considered in this area. City Administrator Karlinsey stated that he has already directed Marco Malich to install no parking signs with a map directing vehicles to park at the Grandview Trailhead. Councilmember Franich stated that there needs to be four pedestrian lights installed. Councilmember Malich suggested widening the parking around the farmhouse, however there are some mailboxes located in the shoulder, so people walking from the farmhouse are forced to walk out into the roadway to go around the mailboxes. It was noted that the sidewalk extension is listed on the 6-year TIP.

RECOMMENDATION / ACTION / FOLLOW-UP

The parking, lighting and pedestrian issues were discussed and prioritized as follows:

- 1) Lighting

2) Pedestrian access

3) Parking

5. CHANGING THE MEETING DAY FROM THURSDAYS.

DISCUSSION POINTS

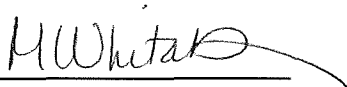
Councilmember Payne expressed interest in changing the meeting day to a Monday or Friday.

RECOMMENDATION / ACTION / FOLLOW-UP

The collective consensus was to leave it on Thursdays.

Meeting adjourned at 4:35 p.m.

Respectfully submitted:


Maureen Whitaker

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, parks, playgrounds, nature trails, open spaces, community and cultural centers, and historic sites make a community attractive and desirable places to live, work, play and visit to contribute to our ongoing economic vitality; and

WHEREAS, parks are a place where people can reflect, re-energize or socialize; a place where everyone is welcome; and a place that builds community; and

WHEREAS, parks, greenways and open spaces provide a welcome respite from our fast paced, high-tech lifestyles while protecting and preserving our natural environment; and

WHEREAS, numerous jurisdictions, cities and organizations have joined together to create an event that encourages citizens to celebrate the value and enhanced quality of life that parks bring to our communities; and

WHEREAS, many businesses, benefactors, organizations and donors have provided sponsorships and donations to support this event that will bring citizens together to support their local parks; and

WHEREAS, hundreds of people of all ages have pledged to volunteer their time to clean-up and beautify parks and open space throughout Gig Harbor and Pierce County on Saturday, April 24, 2010;

NOW, THEREFORE, I, Charles L. Hunter, Mayor of the City of Gig Harbor, hereby designate April 24, 2010, as

PARKS APPRECIATION DAY

and encourage all citizens to celebrate by participating in this event and visiting their local parks and other regional parks throughout Pierce County.

Chuck Hunter, Mayor

Date

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the City of Gig Harbor encourages volunteerism as part of a healthy community; and

WHEREAS, the City of Gig Harbor provides a volunteer information center to assist with volunteer matches; and

WHEREAS, volunteers are found in every aspect of the region helping build stronger schools, arts, environment, government, economy and much more; and

WHEREAS, Gig Harbor residents of all ages make time in their lives to volunteer for their favorite causes;

NOW, THEREFORE, I, Chuck Hunter, Mayor of the City of Gig Harbor, do hereby proclaim the week of April 19, 2010

Gig Harbor Volunteer Appreciation Week

in the City of Gig Harbor, and I urge all citizens to join me in this special observance.

Chuck Hunter, Mayor

Date



Washington State Liquor Control Board

March 25, 2010

THE PERFORMANCE CIRCLE
C/O VICKI RICHARDS
PO BOX 4
GIG HARBOR WA 98335-0004

RE: PARADISE THEATRE
9911 BURNHAM DR
GIG HARBOR WA 98332
License No. 406002- 1U
UBI# 601 278 148 001 0002

Type of Liquor Application: NEW APPLICATION

Privilege applied for: NON-PROFIT ARTS ORGANIZATION

Reason for Refund: WITHDRAWN

Fee submitted to Liquor Control Board.....\$	250.00
Fee Required for Liquor License.....\$	
Liquor License Application Processing Fee.....\$	
Amount of Refund Due.....\$	250.00

cc: File
City of Gig Harbor

NOTICE OF LIQUOR LICENSE APPLICATION



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 3/24/10

UBI: 602-959-966-001-0001

License: 406290 - 1U County: 27
Tradename: MIZU JAPANESE STEAKHOUSE
Loc Addr: 3116 JUDSON ST
GIG HARBOR WA 98335-1222
Mail Addr: 3006 39TH ST CT NW
GIG HARBOR WA 98335-8574
Phone No.: 253-359-4038 SUN JU

APPLICANTS:
JJ & JU CORPORATION
JU, SUN WOO
1957-08-18

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

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

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

DATE _____ SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE _____

SPIRITS, BEER, WINE Only

Notice to local authorities: The purpose of this attachment is to provide further information to you regarding the type of business being practiced at the proposed location. This is a pilot program still in the testing stage. If you have any questions or concerns, please contact Sharon A. Hendricks, Manager at (360) 664-1619 or e-mail sah@liq.wa.gov.

Liquor License No.: 406290-1U

Trade name: MIZU JAPANESE STEAKHOUSE

SPIRITS/BEER/WINE RESTAURANT QUESTIONS (do not ask for nightclubs):

- ✚ What is the primary focus of your business? **JAPANESE STEAK AND SEAFOOD**
- ✚ What will your business hours be? **11AM TO 10PM**
- ✚ During what times/days do you plan on offering full meal service? **ALL TIMES OPEN**
- ✚ If you are going to have any entertainment, describe what types of entertainment you are planning to provide? **NONE**
- ✚ On what days and times do you intend to provide this entertainment? **N/A**
- ✚ Will the entertainment be live or recorded? **N/A** Will it be amplified? **N/A**
- ✚ Will your business have a dance floor, stage or other type of entertainment area? **N/A**
- ✚ Will persons under 21 years of age be allowed in the restaurant portion-of your premises?
YES (*If minor restriction is requested inform the applicant that: "The minor restriction includes employees as well as customers."*)

(If Service Bar wants any added activities their fees will automatically be increased from \$1,000 to \$1,600.)

- ✚ Do you intend to restrict minors from any portion of your premises? **YES** If so, during what times and in what portions of the premises? **IN THE LOUNGE AT ALL TIMES**
- ✚ Will a cover charge or an admission fee be charged for entry into your business? **NO**



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

JAR

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 3/25/10

UBI: 602-689-174-001-0001

License: 406253 - 1U County: 27
Tradename: GPS GIG HARBOR
Loc Addr: 4793 POINT FOSDICK DR NW
GIG HARBOR WA 98335-2315
Mail Addr: 3590 SE BURLEY OLALLA RD
OLALLA WA 98359-9487
Phone No.: 253-722-8400 TERESE GARRETT-MILLER

APPLICANTS:
GPS GIG HARBOR, LLC
GARRETT, TERESE K 1957-03-02
MILLER, HOWARD B
(Spouse) 1954-02-07

Privileges Applied For:
BEER/WINE SPECIALTY SHOP

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

- 1. Do you approve of applicant? YES NO
2. Do you approve of location? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? YES NO
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 04/08/2010

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20100731

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. WALGREEN CO.	WALGREENS #12910 4840 BORGES BLVD NW GIG HARBOR WA 98332 6826	405890	GROCERY STORE - BEER/WINE
2. MAD ANTHONY'S INCORPORATED	ANTHONY'S AT GIG HARBOR 8827 N HARBORVIEW DR GIG HARBOR WA 98335 0000	351502	SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE
3. G.T. ENTERPRISES LLC	KELLY'S CAFE AND ESPRESSO 7806 PIONEER WAY GIG HARBOR WA 98335 1133	400599	BEER/WINE REST - BEER/WINE OFF PREMISES
4. HINDQUARTER II, INC.	TANGLEWOOD GRILL 3222 56TH ST GIG HARBOR WA 98335 1359	082991	SPIRITS/BR/WN REST LOUNGE -
5. JAPANESE CREATIVE CUISINE, INC	BISTRO SATSUMA 5315 PT FOSDICK NW GIG HARBOR WA 98335 1720	077012	BEER/WINE REST - BEER/WINE



Subject: Resolution – Surplus Equipment

Proposed Council Action:

Adopt Resolution No. 827 declaring the specified equipment surplus and eligible for sale.

Dept. Origin: Public Works-Operations

Prepared by: Marco Malich
Public Works Supervisor

For Agenda of: April 12, 2010

Exhibits: Resolution No. 827

Initial & Date

Concurred by Mayor:

Approved by City Administrator: PK 4/7/10

Approved as to form by City Atty: N/A

Approved by Finance Director: OP 4/7/10

Approved by Department Head: DW by JR

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

INFORMATION / BACKGROUND

Staff requests authorization to surplus the following equipment: One Mike Reily Centrifuge and one Stranco Polymer Prep. System.

This equipment is obsolete.

FISCAL CONSIDERATION

Proceeds from the auctioning of these items will go to the Wastewater Utility Fund.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt Resolution No. 827 declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. 827

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR SALE.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

WHEREAS, the City may declare such equipment surplus and eligible for sale;

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT		Quantity	SERIAL / ID NUMBER	MODEL INFO.
1.	Stranco Polymer Prep. System	1	7051900095	TXQZ-56/56C
2.	Mike Reily Centrifuge	1	95-PM38000-026	PM 38000

PASSED ON THIS 12th day of April, 2010.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 04/2/10
PASSED BY THE CITY COUNCIL: 04/12/10
RESOLUTION NO. 827

Subject: Paladin Interlocking Web Portal & Dashboard Interface

Proposed Council Action:

Approve two original engagement agreement(s) to receive Software for the Public Portal and Dashboard Management Interface, to include online permit payment processing.

Dept. Origin: Information Technology

Prepared by: Kay Johnson

For Agenda of:

Exhibits: April 12th, 2010
Initial & Date

Concurred by Mayor:

Approved by City Administrator: RSK

Approved as to form by City Atty: per email

Approved by Finance Director: CDH 3/22/10

Approved by Department Head: WA 322.10

Expenditure	Amount	Appropriation
Required \$10,576	Budgeted \$5,300	Required see fiscal consideration below

INFORMATION / BACKGROUND

Currently, the city holds an interlocal Government service subscription agreement with MyBuildingPermit.com, a Bellevue based eCityGov alliance/agency. Initially this agreement allowed the city to obtain online payment permitting services and hosting of public status updates for review. Previously this was the most cost-effective solution available. Since the original agreement of May 29, 2007, Paladin has developed a much more robust, and enhanced cost effective solution for the city. Enhancements are for public/council access to permit status' in addition to providing online payment solutions with our current bank gateway for online financial transactions and payments using credit cards. The Dashboard application provides in depth reporting and analysis superseding anything the city currently has available.

FISCAL CONSIDERATION

The annual maintenance fee for MyBuildingPermit.com alliance comes up for renewal payment in May - in the amount of \$5,300. This presents the city with a unique opportunity to transfer services, and the use of this money, to purchase and utilize a better system for the public, council, staff and management. This is in conjunction with using LESA (Law Enforcement Support Agency's) hardware server, firewall to host and maintain the application for public access for the city. The additional out of pocket expense of \$5,276 is for the first year only. After the first year, support costs will be virtually the same with an enhanced system for the public and council and internal reporting for management staff. Sufficient funds are available in the Community Development Budget to cover this one-time expense.

BOARD OR COMMITTEE RECOMMENDATION

The Financial Board met March 22nd 2010 to review costs/agreements and recommended the council to move forward with the Paladin Web portal and Dashboard agreements.

RECOMMENDATION / MOTION

Move to: Approve Engagement agreements (2 originals) to acquire the public portal and dashboard management interface.



Sales Quote

Cover Page

Paladin Data Systems Corporation
19362 Powder Hill Place NE
Poulsbo, WA 98370-8720
Tel: 360-779-2400 1-800-532-8448

Date: 14-DEC-2009
Quotation: 4346

To: Gig Harbor, City of
3510 Grandview Street
Gig Harbor, WA 98335

Telephone : 253-853-7623
Fax : 253-851-5483

Contact: Kay Johnson

Estimated By : Genevieve Olivarez-C
Required date : 12/23/2009

Purpose of this sales order / quote:

The purpose of this sales quote and agreement is for the City of Gig Harbor's purchase and payment plan of the Public Portal and Management Dashboard of InterLocking Software™ Suite of Local Government Solutions as outlined in Exhibit A.

The City currently has a perpetual contract for 30 user licenses and 6 inspection assistant licenses for InterLocking Software.

Quantity	Unit of Issue	Description	Cost	Extended Price
1	1	InterLocking Software Public Portal and Management Dashboard- Retail price - \$12,700 Discount for Gig Harbor-60% - \$7,700 Discounted Price - \$5,000	\$5,000.00	\$5,000.00
1	1	Annual Product Support and Maintenance - 25% of the Retail Price	\$3,176.00	\$3,176.00

Terms
The attached agreement contains the terms and conditions.
See Exhibit A for details of pricing and payment.

Subtotal:	\$8,176.00
Shipping cost:	\$0.00
Tax Rate: 0.00%	\$0.00
Total estimated cost:	\$8,176.00

**PALADIN DATA SYSTEMS CORPORATION
ENGAGEMENT AGREEMENT**

THIS AGREEMENT ("AGREEMENT") is between PALADIN DATA SYSTEMS CORPORATION ("PALADIN"), a Washington corporation, 19362 Powder Hill Place NE, Poulsbo, WA 98370, and City of Gig Harbor ("CUSTOMER"), a Washington incorporated City, 3510 Grandview Street, Gig Harbor, WA 98335. The effective date ("EFFECTIVE DATE") will be the date of the last signer of this AGREEMENT.

IN CONSIDERATION of the mutual covenants, and conditions set forth below, the receipt and adequacy of which are hereby acknowledged, the parties to this AGREEMENT hereby agree as follows:

1.0 DEFINITIONS.

1.1 "Derivative Work" means a work, including software in human readable form, which is based upon one or more pre-existing copyrightable works such as a revision, modification, translation, abridgment, compilation, condensation or expansion or any other form in which such pre-existing work may be recast, transformed, or adapted, and which, if prepared without the consent of the author of the pre-existing work, would be a copyright infringement.

1.2 "Documentation" means the user guides and manuals for installation and use of the Software, regardless of the media or format of such materials.

1.3 "Error" means a reproducible defect in the Software or Documentation when operated on a Supported Environment which causes the Software not to operate substantially in accordance with the Documentation.

1.4 "Fees" means, as appropriate, the license fees ("License Fees") or support fees ("Support Fees") payable by CUSTOMER to PALADIN pursuant to Article 7.0.

1.5 "Go Live" means the date when the CUSTOMER begins to use PALADIN's InterLocking Software Permitting System to support business operations. It is a day appointed by the implementation manager and agreed to by CUSTOMER's project manager. In preparation for this cutover, the system has been configured, data has been migrated from the legacy system, and staff has been trained.

1.6 "Hardware" means the specific equipment, if any, described in Exhibit A.

1.7 "Software" means the specific version of the software program described in Exhibit A, including any Updates to that version.

1.8 "Specifications" means PALADIN's published functional and operational specifications for the Software.

1.9 "Support" means PALADIN's ongoing support as described at www.PaladinData.com/solutions/local-government-solutions/support-services, and Updated from time to time, for the Licensed Software described in Exhibit A, including any Updates thereto.

1.10 "Supported Environment" means the specific configuration of Hardware and releases of the operating Software and platforms described in Exhibit A.

1.11 "Update" means a subsequent release of the Software issued by PALADIN from time to time to deal with any Errors or to enhance the functionality of the Software as part of any Support purchased by CUSTOMER during the term of this AGREEMENT. PALADIN may release bug fix patches as required to repair known defects between regular releases.

1.12 Trademarks. InterLocking Software is a trademark of Paladin Data Systems Corporation, covering Paladin's suite of government software products.

2.0 SOFTWARE & HARDWARE SUPPLIED.

2.1 This AGREEMENT covers the Software described in Exhibit A. All Software licensed by PALADIN to CUSTOMER is covered by the Software License agreement in Exhibit B. Other software, such as those supplied by Microsoft for the Operating System, are covered by their own specific Software License or End-User Agreements, which are not attached to this AGREEMENT.

2.2 Incidental Hardware. Solely for the convenience of CUSTOMER, CUSTOMER may order and PALADIN may resell hereunder certain third party-supplied computers, servers or other similar Hardware to operate the Software within the Supported Environment (collectively, "Third Party Hardware"). Any such Hardware, if supplied, is listed on Exhibit A to this AGREEMENT. PALADIN hereby assigns and passes through to CUSTOMER "AS-IS" any warranties or service agreements on any Third Party Hardware from the original equipment manufacturers ("OEMs"), and PALADIN makes no independent representations or warranties with respect to any such Third Party Hardware. CUSTOMER acknowledges that CUSTOMER shall look solely and exclusively to the respective OEMs with respect to any issues or problems regarding any such Third Party Hardware.

2.3 Virus Protection. PALADIN's software facilitates the transfer and storage of data and files and does not claim to, nor does it perform any virus detection and/or virus elimination function. It is the responsibility of the CUSTOMER to install and maintain virus protection software on related servers and client workstations.

3.0 TECHNICAL SUPPORT.

3.1 Support Availability. Technical Support for PALADIN's InterLocking Software products is optionally available to customers. Information on the inclusion of Support is included in Exhibit A to this AGREEMENT. Exhibit C provides specific information on how PALADIN provides technical Support.

4.0 TERM AND TERMINATION.

4.1 Term. This AGREEMENT shall continue indefinitely unless terminated in accordance with this Article 4.0

4.2 Termination for Convenience. CUSTOMER may terminate this AGREEMENT at any time upon thirty (30) days written notice to PALADIN, provided such termination for convenience shall not entitle CUSTOMER to any refund of any License Fees or Support Fees paid prior to such termination.

4.3 Termination for Material Breach. Either party may terminate this AGREEMENT upon ten (10) days written notice to the other party if the other party is in material breach of this AGREEMENT and fails to cure such breach within thirty (30) days written notice thereof.

4.4 Insolvency or Bankruptcy. If CUSTOMER becomes insolvent or enters into any voluntary or involuntary bankruptcy preceding that is not dismissed within sixty (60) days of filing, PALADIN may treat such situation as a material breach hereunder. If PALADIN becomes insolvent or enters into any voluntary or involuntary bankruptcy proceeding that is not dismissed within sixty (60) days of filing, CUSTOMER may treat such situation as a material breach hereunder. At CUSTOMER's option and upon payment of royalty payments if any, as specified in Exhibit A, to PALADIN, this AGREEMENT and its licenses of intellectual property to CUSTOMER are intended to and shall remain in full force and effect under Section 365(n) of the U.S. Bankruptcy Code

4.5 Cumulative Remedies. Termination of this AGREEMENT or any license hereunder shall not limit either party's right to pursue other remedies available to it, including, without limitation, injunctive relief.

4.6 Survival. Upon any termination of this AGREEMENT, CUSTOMER shall promptly cease using, and shall return or destroy, all copies of the applicable Software and Documentation. The parties' rights

and obligations under Articles 4.0 through 10.12, Article B.3 through B.3.j, including, without limitation, CUSTOMER's duty to pay any outstanding Fees or expenses, shall survive any such termination.

5.0 WARRANTIES, INDEMNITIES AND REMEDIES.

5.1 Limited Software Warranty. For a period of ninety (90) days from the EFFECTIVE DATE ("Warranty Period"), PALADIN represents and warrants to CUSTOMER that the Software will function in all material respects in accordance with the Specifications. PALADIN DOES NOT WARRANT THAT THE SOFTWARE WILL BE ERROR-FREE OR WILL PERFORM WITHOUT INTERRUPTION, THE SOFTWARE WILL NECESSARILY MEET CUSTOMER'S REQUIREMENTS; OR ANY ERROR CAN OR WILL BE CORRECTED. CUSTOMER shall give PALADIN prompt written notice of any claim under the foregoing warranty; and in such event, PALADIN's sole obligation shall be to use its reasonable commercial efforts to modify or repair the Software to conform to the Specifications. The foregoing warranty shall not apply to the extent that any alleged defect derives from (a) a combination of the Software with any program, equipment or device not supplied by PALADIN or not described in the Specifications; (b) any modification or customization of the Software by or on behalf of CUSTOMER which is not performed by PALADIN; or (c) CUSTOMER's failure to use the most current version of the Software provided to CUSTOMER.

5.2 Limited Warranties. PALADIN represents and warrants to CUSTOMER that:

- (a) PALADIN has not intentionally included or embedded any disabling code or devices within the Software;
- (b) PALADIN has the full power and authority to grant the licenses for the Software and Documentation under this AGREEMENT to CUSTOMER without the consent of any other person; and
- (c) Neither the license to, nor use by the CUSTOMER of the Software and Documentation (including the copying thereof) will constitute an infringement of a third party's U.S. copyright, trademark, trade secret or, to the best of PALADIN's knowledge as of the EFFECTIVE DATE, a third party's U.S. Patent.

5.3 Disclaimer of Other Warranties. PALADIN GIVES AND MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN SECTIONS 5.1 and 5.2. WITHOUT LIMITING THE FOREGOING, NO IMPLIED WARRANTY OF MERCHANTABILITY, NO IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, AND NO IMPLIED WARRANTY ARISING FROM USAGE OR TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE IS GIVEN OR MADE BY PALADIN OR SHALL ARISE BY OR IN CONNECTION WITH THIS AGREEMENT.

5.4 PALADIN Indemnity to CUSTOMER. PALADIN shall defend and indemnify CUSTOMER and its officers, directors, employees and agents from and against liability, costs, damages and fees, including reasonable attorneys' fees and legal costs incurred by CUSTOMER resulting from or arising out of the infringement or violation by the Software on a third party's valid U.S. patent, copyright, trademark or trade secret (collectively, "IP Legal Claim"). Notwithstanding the foregoing, PALADIN shall have no liability to CUSTOMER for any IP Legal Claim based on:

- (a) solely on CUSTOMER's operation of an application developed using the Software and not upon the Software itself;
- (b) CUSTOMER's combination of the Software with other products not furnished by PALADIN when such IP Legal Claim is based upon such combination;
- (c) CUSTOMER's continued use of a superseded version of the Software when a non-infringing current version is available from PALADIN; or

(d) CUSTOMER's use of an altered version of the Software not supplied by PALADIN when such IP Legal claim is based upon such alteration.

5.5 CUSTOMER Indemnity to PALADIN. CUSTOMER shall defend and indemnify PALADIN and its officers, directors, employees and agents from and against liability, costs, damages and fees, including reasonable attorneys' fees and legal costs incurred by PALADIN resulting from or arising out of the use of the Software with any data not owned by CUSTOMER ("Third Party Data"), any failure of CUSTOMER to secure the proper third party consents to use, compile or publish such Third Party Data, and all acts or omissions relating thereto (collectively, "Third Party Data Legal Claim").

5.6 Mechanics of Indemnity. A party seeking indemnity for an IP Legal Claim or a Third Party Data Claim ("Indemnified Party") gives the other party ("Indemnifying Party") prompt written notice of any such Legal Claim and gives the Indemnifying Party full authority, information and assistance and sole control over the defense and settlement of such claim. In response to any such IP Legal Claim, PALADIN, in its sole discretion and at its sole expense, may procure from such third party the right to allow CUSTOMER to continue to use the Software; modify or replace the Software or infringing portions thereof to become non-infringing; or, if neither option is commercially reasonable under the circumstances, PALADIN may terminate this AGREEMENT and refund the applicable Fees to CUSTOMER. In response to any such Third Party Data Claim, CUSTOMER, in its sole discretion and at its sole expense, may procure from such third party the right for CUSTOMER to continue to use, compile or publish such data; modify its use, compilation or publication thereof to satisfy such third party; or, if neither option is commercially reasonable under the circumstances, may terminate this AGREEMENT without refund of the applicable Fees to CUSTOMER. An Indemnified Party may engage counsel of its own choosing and at its sole expense. An Indemnified Party shall not settle any Legal Claim without Indemnifying Party's written consent, which consent will not be unreasonably withheld.

6.0 LIMITATIONS OF LIABILITY.

6.1 Liability Cap. TO THE EXTENT PERMITTED BY LAW, PARTIES' AGGREGATE CUMULATIVE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER ARISING FROM CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE TOTAL AMOUNT OF LICENSE, SUPPORT OR OTHER SERVICE FEES OR EXPENSES PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE INCIDENT GIVING RISE TO SUCH LIABILITY.

6.2 Consequential Damages Exclusion. IN ANY CASE, NEITHER CUSTOMER NOR PALADIN OR ITS SUPPLIERS SHALL NOT BE LIABLE IN ANY AMOUNT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR RELATED TO THIS AGREEMENT.

7.0 PAYMENTS.

7.1 Fees and Expenses. CUSTOMER shall pay all Fees or expenses according to the payment terms set forth in Exhibit A. CUSTOMER will pay all such invoices within 30 days of submittal, unless CUSTOMER gives notice that the invoice is in dispute. In the event of such a dispute, CUSTOMER will pay the amount not in dispute and may withhold payment without interest on all disputed amounts until such dispute(s) are resolved by the parties. In addition, on any sums not paid when due, CUSTOMER shall pay interest at the lower of the maximum legal rate of interest or one percent (1%) per month, which interest will be immediately due and payable. Without limiting the foregoing, as an additional remedy for non-payment when due, PALADIN may suspend its Support of the Software until all amounts in arrears (including applicable interest) have been paid in full.

7.2 Payments. CUSTOMER shall make all payments of Fees or expense in United States Dollars and directed to:

Attention: Accounts Receivable
Paladin Data Systems Corporation
19362 Powder Hill Place NE

Poulsbo, WA 98370
Electronic Remittance should be made to:
Bank of America
Account # 485007023715
Account Name: Paladin Data Systems Corporation
ACH Routing Number # 323070380
Bank Address: 1000 6th Street, Bremerton, WA 98337

A contract or invoice reference number must accompany all payments.

7.3 Taxes. The Fees listed in Exhibit A do not include any sales tax, use tax, excise, tax import or export tax, value added tax, nor any other tax applicable to the Software and are not based on Paladin Data Systems Corporation's net income (collectively, "Taxes"). CUSTOMER shall be solely responsible for payment of any Taxes that is owed by CUSTOMER, and shall not offset, deduct or withhold any sum for such Taxes from its payments of the Fees or expenses hereunder.

8.0 OWNERSHIP AND CONFIDENTIALITY.

8.1 Ownership of PALADIN Materials. CUSTOMER acknowledges that PALADIN or its suppliers shall own all right, title and interest in and to any patent, copyright, trademark, trade secret or other intellectual property right in the Software, Documentation or other materials provided by PALADIN under this AGREEMENT, which shall be treated as the confidential information of PALADIN. CUSTOMER shall not remove or alter any copyright, trademark or other proprietary notice thereon, whether in printed or electronic form. Nothing in this AGREEMENT shall be construed to create a "work for hire," and neither the Software nor the Documentation shall be considered a "work for hire."

8.2 Ownership of CUSTOMER or Third Party Data. PALADIN acknowledges that CUSTOMER or its suppliers shall own all right, title and interest in and to any intellectual property right in the data used, compiled or published with the Software, which shall be treated as the confidential information of CUSTOMER except to the extent such data may be placed in the public domain by CUSTOMER. PALADIN shall not remove or alter any proprietary notice thereon, whether in printed or electronic form.

8.3 Non-Disclosure. Each party shall keep confidential and take any other reasonable steps to protect the intellectual property rights in the other party's confidential information ("Confidential Information") and shall not use or disclose the same except as permitted by this AGREEMENT.

8.4 Injunctive Relief. Each party acknowledges that any material breach of this Article 8.0 or the licenses set forth in Exhibit B will cause irreparable harm to the other party, and that, accordingly, in addition to any other remedies at law or in equity for any breach or threatened breach, an aggrieved party may seek injunctive and equitable relief, including, but not limited to, the right to specific performance, without the necessity of posting a bond.

9.0 DISPUTE RESOLUTION.

9.1 Dispute Resolution. Except as provided in Section 9.2 below, PALADIN and CUSTOMER shall each use its best efforts to resolve any dispute between them promptly and amicably and without resort to any legal process if feasible within thirty (30) days of receipt of a written notice by one party to the other party of the existence of such dispute. The foregoing requirement in this Section 9.1 shall be without prejudice to either party's rights, if applicable, to terminate this AGREEMENT under Section 4.3 above.

9.2 Litigation Rights Reserved. If any dispute arises with regard to the unauthorized use or infringement of Confidential Information by a party, the other party may seek any available remedy at law or in equity from a court of competent jurisdiction.

9.3 Procedure for Arbitration. Except as provided in Section 9.2 above, any dispute, claim or controversy arising out of or in connection with this AGREEMENT which has not been settled through

negotiation within a period of thirty (30) days after the date on which either party shall first have notified the other party in writing of the existence of a dispute shall be settled by final and binding arbitration under the then applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Any such arbitration shall be conducted by a single neutral arbitrator appointed by mutual agreement of the parties or, failing such agreement within fifteen (15) days of a demand for arbitration, in accordance with said Rules. Such arbitrator shall be an experienced business attorney or independent certified public account with background in commercial software products. Any such arbitration shall be conducted in Seattle, Washington, U.S.A. An arbitral award may be enforced in any court of competent jurisdiction. Notwithstanding any contrary provision in the AAA Rules, the following additional procedures and rules shall apply to any such arbitration:

- (a) Each party shall have the right to request from the arbitrator, and the arbitrator shall order upon good cause shown, reasonable and limited pre-hearing discovery, including (i) exchange of witness lists, (ii) depositions under oath of named witnesses at a mutually convenient location, (iii) written interrogatories and (iv) document requests;
- (b) Upon conclusion of the pre-hearing discovery, the arbitrators shall promptly hold a hearing upon the evidence to be adduced by the parties and shall promptly render a written opinion and award;
- (c) The arbitrators may not award or assess punitive damages against either party or any other damages limited or excluded by Article 6.0; and
- (d) Each party shall bear its own costs and expenses of the arbitration and one-half (1/2) of the fees and costs of the arbitrator, subject to the power of the arbitrator, in their sole discretion, to award all such reasonable costs, expenses and fees to the prevailing party.

10.0 MISCELLANEOUS.

10.1 Entire AGREEMENT. This AGREEMENT, its exhibits supersede, and their terms shall govern over, all prior proposals, agreements or other communications between the parties, oral or written, regarding the subject matter of this AGREEMENT. If there is any conflict between the terms of this AGREEMENT and any exhibit hereto, the terms of this AGREEMENT shall control. This AGREEMENT, its appendices, and its exhibits shall not be modified except by a subsequently dated written amendment signed by the parties, and any conflicting terms on a CUSTOMER purchase order or other similar document purporting to supplement the provisions hereof shall be void.

10.2 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strike, shortage, riot, insurrection, fire, flood, storm, explosion, acts of God, war, governmental action, labor condition, earthquake, material shortage or any other cause which is beyond the reasonable control of such party. The affected party shall give prompt written notice to the other party of any such event.

10.3 Assignment. Neither this AGREEMENT nor any rights or obligations of either party hereunder may be assigned, in whole or in part, without the prior written approval of the other party, which approval shall not be unreasonably withheld, provided, however, either party's rights and obligations, in whole or in part, under this AGREEMENT may be assigned by such party as part of any merger or acquisition of such party with another entity that has agreed in writing to be bound by the terms and conditions of this AGREEMENT.

10.4 Waiver. The failure of either party to require performance by the other party of any provision hereof shall not affect the right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

10.5 Severability. In the event that any provision of this AGREEMENT shall be unenforceable or invalid under any applicable law or court decision, such unenforceability or invalidity shall not render this

AGREEMENT unenforceable or invalid as a whole and, in such event, any such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or intended provision within the limits of applicable law or applicable court decisions.

10.6 Law, Jurisdiction and Venue. This AGREEMENT, and all matters arising out of or relating to this AGREEMENT, shall be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Subject to Article 9.0, any action at law, suit in equity or other judicial proceeding arising under or out of this AGREEMENT may be instituted and maintained only in a court of competent jurisdiction located in Kitsap County, Washington. Company hereby waives all defenses of lack of personal jurisdiction and forum non conveniens.

10.7 No Agency. Nothing contained herein shall be construed as creating any agency, partnership or other form of joint enterprise between the parties.

10.8 Headings. The section headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

10.9 Export Restrictions. The Software is subject to the U.S. Export Administration Regulations ("EAR"). CUSTOMER shall not knowingly export or re-export, or knowingly permit the re-export of, the Software or any technical data relating to the Software, directly or indirectly, to any other country or any other user except as permitted by the EAR.

10.10 Record Retention. The costs, records and accounts pertaining to reimbursable expenses payable to PALADIN by CUSTOMER under this Agreement are to be kept available for inspection by representatives of the CUSTOMER for a period of three (3) years after final payment. Copies shall be made available reasonably promptly upon request.


10.11 No Employment Relationship Created. No agent, employee or representative of PALADIN shall be deemed to be an agent, employee or representative of the CUSTOMER for any purpose. PALADIN shall be solely responsible for all acts of its agents, employees, representatives and subcontractors during the performance of this Agreement.

10.12 Standard of care. PALADIN represents that PALADIN has the necessary knowledge, skill and experience to perform services required by this Agreement. PALADIN and any persons employed by PALADIN shall use their best efforts to perform the work in a professional manner consistent with sound practices, in accordance with the usual and customary professional care required for services of the type described in this Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their authorized representatives.


PALADIN DATA SYSTEMS CORPORATION

CITY OF GIG HARBOR ("CUSTOMER")



Signature

Signature



Print Name

Print Name



Print Title

Print Title



Date

Date

EXHIBIT A - Pricing for the City of Gig Harbor Public Portal

PRICE AND PAYMENT

SOFTWARE

InterLocking Software Public Portal and Management Dashboard –

Retail Price.....\$12,700.00
Discount for Gig Harbor - 60%..... (\$7,700.00)

Purchase Price\$5,000.00

- Unlimited Users
- Public Portal and Management Dashboard
- Online Payment
- Online Document Submittal
- Permit Status Tracking
- Permit Records
- Inspection Requests
- Permit Application Submittal
- Internal Web-based reporting.

Not included:

- Hardware
- IIS Server
- Virus Software

Public Portal must run on IIS Server

Annual Product Support and Maintenance - 25% of the Retail Price \$3,176.00

Gig harbor will be entitled to all of Paladin's annual portal enhancements and new releases as long as fees for annual product support and maintenance are kept current.

Annual Product Support and Maintenance due at the Public Portal Go-Live. After year 1, the then current Support Fees for the Public Portal will be prorated to fall in line with Gig Harbor's support for InterLocking Software licenses purchased on the contract effective July 10, 2006.

Conditions:

- It is the responsibility of Gig Harbor or Gig Harbor's hosting service to provide a dedicated IIS Server for hosting InterLocking Software's Public Portal, which is accessible to the public.
- It is the responsibility of Gig Harbor or Gig Harbor's hosting service to provide virus protection on the IIS Server.
- Gig Harbor will open two dedicated ports from the InterLocking App Server to the hosted and secure IIS Server for enabling inspection requests and document submittal.

City of Gig Harbor
Schedule of Payments

Public Portal and Mgmt Dashboard	\$5,000.00	
Total Invoice #1 Due Upon Contract Signing		\$5,000.00
Annual Product Support and Maintenance	\$3,176.00	
Total Invoice #2 Due at Go-Live Date		\$3,176.00
Total Overall		\$8,176.00
*Applicable Sales Tax Not Included in the Above Amounts		

Exhibit B – PALADIN’s InterLocking Software Products Software License

B.1 Rights Granted. Subject to the terms and conditions of this AGREEMENT and in consideration of the payment of the Fees under Article 7, PALADIN hereby grants to CUSTOMER for the CUSTOMER’s internal business use only a perpetual, personal, non-exclusive, non-transferable and non-assignable (except as provided under Section 12.3) license to use the Software (in object code form only) and the Documentation on the Supported Environment, and to use the source code of the Software for reference purposes only. CUSTOMER may make one copy of the Software and Documentation electronic media for back-up purposes. CUSTOMER may make as many printed reproductions of manuals supplied on the electronic media as are required for the CUSTOMER’s normal operations. Except as so expressly licensed, no other rights are granted to CUSTOMER and none shall be implied.

B.2 Limitations. Except as reasonably necessary for CUSTOMER’s own internal use, CUSTOMER shall not;

- (a) Cause or permit the copying or reproduction of the Software or Documentation;
- (b) Disclose the Software or Documentation to or permit any use thereof by any third party;
- (c) Disassemble, decompile, compile, or reverse engineer the Software or modify or create any Derivative Works;
- (d) Sublicense, lease, distribute or enter into any time share or service bureau arrangement with respect to the Software;
- (e) Transfer title or ownership of the Software license to any third party; or
- (f) Export the Software outside the United States without PALADIN’s prior written consent.

B.3 Source & Object License. As part of the Software distribution, the CUSTOMER will be provided the source (human readable), and object (machine executable) code for every release received under this license as governed by Appendix C – Technical Support. The Source and Object Code is provided in an unencrypted format on the electronic media shipped for each release.

B.3.a Source Code Non-Disclosure. The source code contains PALADIN proprietary information consisting of, but not limited to, processes, methods and underlying structures. This information is provided to CUSTOMER subject to the following non-disclosure terms. Source code is provided to CUSTOMER to facilitate their understanding of the Software systems in order that they may write their own integrated extensions to the software using the provided interfaces. A license is granted to use internally, modify and create Derivative Works of the Source Code versions of the PALADIN’s InterLocking Software Technology for the sole purpose of creating user extensions for CUSTOMER’s own use. CUSTOMER is expressly prohibited from reproducing, distributing, licensing or sublicensing the Source Code version of PALADIN’s InterLocking Software Products, including any Derivative Works containing PALADIN’s InterLocking Software Products Source Code to any third party.

B.3.b Object Code Non-Disclosure. The object code contains PALADIN proprietary information consisting of, but not limited to, any machine instructions – both in English and machine interpretable, processes, methods and underlying structures. This information is provided to CUSTOMER subject to the following non-disclosure terms. Object code is provided to execute on computer hardware. A license is granted to use internally the Object Code versions of the PALADIN’s InterLocking Software Technology for the sole purpose of CUSTOMER’s own use. CUSTOMER is expressly prohibited from reproducing, distributing, licensing or sublicensing the Object Code version of PALADIN’s InterLocking Software Products, including any Derivative Works containing PALADIN’s InterLocking Software Products Object Code to any third party.

You may not copy, reverse engineer, decompile, reverse compile, translate, adapt, or disassemble the Object Code, or any part thereof.

B.3.c Prohibited Uses. You may not use the PALADIN's InterLocking Software Products, or any part thereof, in the operation of a service bureau, or for the benefit of any other person or entity. You may not cause, assist or permit any third party to do any of the foregoing.

B.3.d Confidential Information. All information (including, but not limited to; machine instructions – both in English and machine interpretable, processes, methods and underlying structures, business plans, data, business records, license agreements, strategic information, instruction techniques, strategies or procedures, formulas, trade secrets or the like) ("Confidential Information") disclosed by PALADIN to the CUSTOMER shall be considered highly confidential and valuable proprietary information not previously released or available to the public and such information is recognized and acknowledged by both Parties to possess competitive value.

B.3.e Use of Confidential Information. CUSTOMER agrees that Confidential Information will be used solely by it to support day to day operations to accomplish those functions that the Software is designed to support.

B.3.f Non-disclosure Covenants. CUSTOMER agrees that it will not, without the prior written consent of PALADIN, disclose any Confidential Information to anyone, except its employees who need to know it for the purpose of supporting the business needs of CUSTOMER, and they will keep permanently confidential all Confidential Information. Employees of the CUSTOMER will be required to agree to be bound by this AGREEMENT to the same extent as if they were parties thereto prior to the disclosure to them of any Confidential Information. In any event, CUSTOMER will be responsible for any breach of this AGREEMENT by its employees.

B.3.g Reasonable Safeguards. CUSTOMER warrants to PALADIN it will use reasonable safeguards against the unauthorized disclosure of Confidential Information, and agrees it shall protect the Confidential Information of PALADIN in the same manner that it protects its own confidential proprietary information. If this Software agreement is terminated for any reason CUSTOMER agrees to immediately return to PALADIN all copies of Confidential Information in its possession, or to send a certified letter documenting the destruction of all Confidential Information in its possession.

B.3.h Exclusion. This AGREEMENT shall be inoperative as to such portions of the Confidential Information which;

- (i) are generally available to the public through no fault or action by the CUSTOMER, its agents or representatives,
- (ii) are available to the CUSTOMER on a confidential basis from a source other than PALADIN which is not prohibited from disclosing such Confidential Information to CUSTOMER by a contractual, legal or fiduciary obligation to PALADIN or
- (iii) has been disclosed pursuant to a requirement of a court order, subpoena, governmental agency or law, provided that CUSTOMER has provided PALADIN with prior notice of such requirement and has cooperated with any attempt by PALADIN to prevent such disclosure.

B.3.i Remedies. In the event of a breach or threatened breach by CUSTOMER, or its employees, of the provisions of Sections B.3.a, B.3.b, B.3.c, B.3.d, B.3.e, B.3.f, B.3.g, or B.3.h, PALADIN shall be entitled to an injunction restraining CUSTOMER, or its employees, from such breach. Nothing herein contained shall be construed as prohibiting PALADIN from pursuing any injunction or any other remedies available for such breach, or threatened breach, or any other breach of this AGREEMENT. PALADIN shall also have the right to recover from CUSTOMER all reasonable costs and attorneys' fees incurred by it in seeking any such remedies. No breach by a Party of any other agreement between the Parties shall be a defense to any breach by the other Party to this AGREEMENT.

B.3.j Common Law, Torts and Trade Secrets. The Parties agree that nothing in this AGREEMENT shall be construed to limit or negate the common law of torts or trade secrets where it provides a Party with broader protection than that provided herein.

Exhibit C – TECHNICAL SUPPORT

C.1 General. Except during the Warranty Period in Section 5.1 hereof, PALADIN provides the Software to CUSTOMER "AS IS" and without Support. At its option, CUSTOMER may purchase Support as described in Exhibit A on an annual basis upon payment of the then-current Support Fees. If Support has been terminated or interrupted, PALADIN may, at its option, reinstate such Support to CUSTOMER only if PALADIN then offers such Support for the Software and CUSTOMER pays a fee equal to the Support Fees that would have been payable for the period during which Support was terminated or interrupted.

C.2 Access to Personnel and Equipment. If CUSTOMER has purchased Support for the Software, CUSTOMER shall provide PALADIN with reasonable access to CUSTOMER's personnel and VPN access to CUSTOMER's equipment for the purpose of providing remote software support from PALADIN facilities. PALADIN shall only access and use the Supported Environment for purposes of Support.

C.3 Incidental Expenses. For any on-site services requested by CUSTOMER in relation to any Support provided under this AGREEMENT, CUSTOMER shall reimburse PALADIN for its actual and reasonable travel, lodging and out-of-pocket expenses thereby incurred.

C.4 Training, Data Conversion and Database Administration Services. At its option, CUSTOMER may also purchase training, data conversion or database administration services from PALADIN. All such separate services shall be billed to CUSTOMER on a time-and-materials basis at PALADIN's then-current rates unless the parties expressly agree otherwise in writing.

C.5 Third Party Hardware. CUSTOMER shall work directly with any relevant OEMs regarding any technical Support questions or issues regarding Third Party Hardware. PALADIN shall not provide any Support for Third Party Hardware, including that provided by PALADIN for CUSTOMER's convenience as listed on Exhibit A.

C.6 Support Hours and phone numbers. Hours of availability and the methods to be used to contact Support are published publicly, and are subject to change in order to best Support our customer base. They are available on the web at www.PaladinData.com/solutions/local-government-solutions/support-services.

Subject: Paladin Interlocking Web Portal & Dashboard Interface

Dept. Origin: Information Technology

Proposed Council Action:

Prepared by: Kay Johnson

Approve two original engagement agreement(s) to receive Software for the Public Portal and Dashboard Management Interface, to include online permit payment processing.

**For Agenda of:
Exhibits:**

Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: _____
Approved as to form by City Atty: _____
Approved by Finance Director: _____
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required \$10,576	Budgeted \$5,300	Required see fiscal consideration below

INFORMATION / BACKGROUND

Currently, the city holds an interlocal Government service subscription agreement with MyBuildingPermit.com, a Bellevue based eCityGov alliance/agency. Initially this agreement allowed the city to obtain online payment permitting services and hosting of public status updates for review. Previously this was the most cost-effective solution available. Since the original agreement of May 29, 2007, Paladin has developed a much more robust, and enhanced cost effective solution for the city. Enhancements are for public/council access to permit status' in addition to providing online payment solutions with our current bank gateway for online financial transactions and payments using credit cards. The Dashboard application provides in depth reporting and analysis superseding anything the city currently has available.

FISCAL CONSIDERATION

The annual maintenance fee for MyBuildingPermit.com alliance comes up for renewal payment in May - in the amount of \$5,300. This presents the city with a unique opportunity to transfer services, and the use of this money, to purchase and utilize a better system for the public, council, staff and management. This is in conjunction with using LESA (Law Enforcement Support Agency's) hardware server, firewall to host and maintain the application for public access for the city. The additional out of pocket expense of \$5,276 is for the first year only. After the first year, support costs will be virtually the same with an enhanced system for the public and council and internal reporting for management staff. Sufficient funds are available in the Community Development Budget to cover this one-time expense.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve Engagement agreements (2 originals) to acquire the public portal and dashboard management interface.



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

Subject: Water System Plan Amendments - Consultant Services Contract with Roth Hill Engineers
Proposed Council Action: Authorize the Mayor to execute a Consultant Services Contract with Roth Hill Engineers for an amount not to exceed \$14,500.

Dept. Origin: Public Works
Prepared by: Jeff Langhelm *AD*
For Agenda of: April 12, 2010
Exhibits: Consultant Services Contract, Scope of Service, and Hourly Rate Schedules

Initial & Date

Concurred by Mayor:
Approved by City Administrator: *RJKaly 4/6/10*
Approved as to form by City Atty: *APPROVED VIA EMAIL*
Approved by Finance Director: *SDP 4/6/10*
Approved by Department Head: *AD 4/6/2010*

Expenditure Required	\$14,500	Amount Budgeted	\$14,500	Appropriation Required	\$0
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INFORMATION/BACKGROUND

With the passage of Gig Harbor Ordinance 1181 and acceptance of the draft 2008 Water System Plan, the City of Gig Harbor accepts Water System Plan amendments with the review of Public Works Department and City Council approval. Any proposed amendments, however, must be accompanied by payment from the applicant to the City for reimbursement of costs incurred by the City from consultant and legal expenses related to the proposed amendment.

At this time the City has been requested to review three amendments to the City's Water System Plan. The City has received, or will soon receive, subsequent payments from applicants for processing the proposed amendments. The attached contract and scope of service outlines the work necessary for the consultant, Roth Hill, to review the proposed amendments.

Upon approval of the proposed contract with Roth Hill, the City will begin the processing of the completed applications for Water System Plan amendments.

FISCAL CONSIDERATION

The City has not allocated specific expenses from the 2010 Water Capital Fund for the work described in this contract because these expenses are reimbursed by the applicants. Therefore the applicants, and not the City, will be funding the work associated with this consultant services contract.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute a Consultant Services Contract with Roth Hill Engineers for an amount not to exceed \$14,500.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ROTH HILL, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Roth Hill, LLC, a limited liability corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in water system analysis in relation to development and service area expansion as an amendment to the City's Water System Plan, and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment**.

A. The City shall pay the Consultant an amount based on time and materials, not to exceed fourteen thousand five hundred dollars (\$14,500) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the

hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 18 herein.

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

3. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2010; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

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

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverages shall be on a claims made basis.

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

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

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

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

9. **Exchange of Information.** The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

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

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

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

13. **Work Performed at the Consultant's Risk.** The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

15. Resolution of Disputes and Governing Law.

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

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

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

CONSULTANT:
Roth Hill, LLC
ATTN:
Erik Brodahl, P.E.
11130 NE 33rd Place, Ste 200
Bellevue, WA 98004

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

17. Subcontracting or Assignment. The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2010.

CONSULTANT

CITY OF GIG HARBOR

By: Gregory G. Hill, P.E.
Its: Director of Engineering

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A-1

SCOPE OF SERVICES

CITY OF GIG HARBOR

Service Area Revision for Rush Company Development

PROJECT NO. 0017.00004.001

ROTH HILL, LLC

April 2010

PROJECT DESCRIPTION & SCOPE OF SERVICES

The City may provide service to the Rush Company's commercial development near the intersection of Wagner Way and Wollochet Drive, on Parcel No. 0221078007. The proposed development will include a hotel, one or two restaurants, and up to 100 ERUs of water from the City. The parcel is currently vacant and is located in the Stroh's Water Service area.

Roth Hill will perform the following tasks associated with the addition of this proposed development to the water service area, hydraulic modeling analysis, and subsequent revisions to the Comprehensive Plan:

- Update storage analysis with new development, identify any significant impacts to supply and storage. The 6-year and 20-year storage analysis scenarios will be updated.
- Perform an analysis of the proposed addition to the system evaluating the fire flow and the system pressure per DOH regulations and guidelines based on recommended water system policies and criteria from Chapter 2. The analysis will include the projected 6-year, and 20-year scenarios, including a pressure analysis for peak-hour demands and a fire-flow analysis during maximum day demand conditions. Required fire flow rates for this development are assumed to be provided by the City.
- Update chapter text within Comprehensive Plan to reflect proposed development and its projected impacts to the system storage, system capacity, fire flows, and capital projects. Describe how service will be provided within the capacity of the City's existing water rights.
- Update Comprehensive Plan figures to reflect proposed development. An amended service area map will be provided in accordance with DOH requirements.
- Provide additional project management associated with Amendment 2, including updating the project plan, schedule and budget, project coordination, managing Roth Hill's staff and tasks, general project administration services, and one meeting with the City to discuss the results of the analysis.

ASSUMPTIONS

- Other necessary updates to the Comprehensive Plan Text will be provided separately from this scope by Thomas Mortimer. These updates include discussion and explanation of the expanded service area, assumption of new areas by the City,

ROTH HILL

contractual relationships, consistency of expanding the service area with adjacent Comprehensive Plans, and consistency with water system policies.

- Available fire flow to the development will be computed as the system currently exists, and with the addition of the most recently proposed capital improvement projects. As needed, basic additional system improvements will be modeled to attempt to provide the requested fire flow amounts; however, extensive modeling analysis, if required, is beyond this scope of services, and is not included herein.

PROJECTED PROJECT COSTS:

Projected Project Costs					
City of Gig Harbor					
Service Area Revision for Rush Company Development					
Task	Description	Total Labor		Reimb.	Total
		Planned Hours	Planned Bill	Planned Reimb.	Cost
A.	Storage Analysis for Development	6	\$715	\$60	\$775
B.	Hydraulic Modeling Analysis	12	\$1,430	\$120	\$1,550
C.	Update Chapter Text	8	\$962	\$60	\$1,022
D.	Update Comprehensive Plan Figures	8	\$771	\$80	\$851
E.	Project Management	12	\$1,564	\$137	\$1,702
Projected Total					\$5,900

END OF EXHIBIT A-1

EXHIBIT A-2

SCOPE OF SERVICES

CITY OF GIG HARBOR

Fire Flow Suppression for Stroh's Feed Store

PROJECT NO. 0017.00004.003

ROTH HILL, LLC

April 2010

PROJECT DESCRIPTION & SCOPE OF SERVICES

The City may provide fire suppression service only to the Stroh's Feed Store development (parcel numbers 0221172120 and 0221172028). The proposed development would receive domestic water supply from the existing connection to the Stroh's Water System. Due to the limited fire suppression capabilities of the Stroh's Water System, a connection to the City's more robust system would be provided for fire suppression purposes only.

Roth Hill will perform the following tasks associated with this proposed fire suppression service and subsequent revisions to the Comprehensive Plan:

- Perform a fire flow analysis of the proposed development evaluating system pressures and velocities per DOH regulations and guidelines based on recommended water system policies and criteria from Chapter 2. The fire flow analysis will include the projected 20-year scenario during maximum day demand conditions. Required fire flow rates for this development are assumed to be provided by the City.
- Update chapter text within Comprehensive Plan to reflect proposed development and its projected impacts to the distribution system and proposed capital improvement projects during fire flow conditions at the feed store. Describe how fire flow service will be provided within the capacity of the City's existing water rights.
- Update Comprehensive Plan figures to reflect proposed development. An amended service area map will be provided in accordance with DOH requirements.
- Provide additional project management associated with Amendment 3, including updating the project plan, schedule and budget, project coordination, managing Roth Hill's staff and tasks, general project administration services, and one meeting with the City to discuss the results of the analysis.

ASSUMPTIONS

- Other necessary updates to the Comprehensive Plan Text will be provided separately from this scope by Thomas Mortimer. These updates include discussion and explanation of the expanded service area, assumption of new areas by the City, contractual relationships, consistency of expanding the service area with adjacent Comprehensive Plans, and consistency with water system policies.
- Available fire flow to the development will be computed as the system currently exists, and with the addition of the most recently proposed capital improvement projects. As needed, basic additional system improvements will be modeled to attempt to provide the requested fire flow amounts; however, extensive modeling analysis, if required, is beyond this scope of services, and is not included herein.

PROJECTED PROJECT COSTS:

Projected Project Costs					
City of Gig Harbor					
Fire Flow Suppression for Stroh's Feed Store					
Task	Description	Total Labor		Reimb.	Total
		Planned Hours	Planned Bill	Planned Reimb.	Cost
A.	Hydraulic Modeling Analysis	6	\$715	\$60	\$775
B.	Update Chapter Text	5	\$590	\$40	\$630
C.	Update Comprehensive Plan Figures	5	\$467	\$50	\$517
D.	Project Management	5	\$673	\$105	\$778
Projected Total					\$2,700

END OF EXHIBIT A-2

EXHIBIT A-3

SCOPE OF SERVICES

CITY OF GIG HARBOR

Intertie with Rainier View Water System for Safeway Redevelopment

PROJECT NO. 0017.00004.002

ROTH HILL, LLC

April 2010

PROJECT DESCRIPTION & SCOPE OF SERVICES

The City may provide service via an intertie between the City's water system and the Rainier View Water System (also known as Olympic Water System) for the purposes of wheeling water to the proposed Safeway redevelopment at the SE corner of the intersection of Pt. Fosdick Drive and Olympic Drive. The proposed redevelopment will approximately double the existing square footage of commercial/retail area. The parcel is currently served by the Rainier View Water System, but connection to the City's more robust system would provide additional availability for service and fire flow suppression. The redevelopment may require up to an additional 100 ERUs of water that would be provided by the City.

Roth Hill will perform the following tasks associated with the addition of this proposed development to the water service area, hydraulic modeling analysis, and subsequent revisions to the Comprehensive Plan:

- Update storage analysis with Safeway redevelopment, identify any significant impacts to supply and storage. The 6-year and 20-year storage analysis scenarios will be updated.
- Perform an analysis of the proposed addition to the system evaluating the fire flow and the system pressure per DOH regulations and guidelines based on recommended water system policies and criteria from Chapter 2. The analysis will include the projected 6-year, and 20-year scenarios, including a pressure analysis for peak-hour demands and a fire-flow analysis during maximum day demand conditions. Required fire flow rates for this redevelopment are assumed to be provided by the City.
- Update chapter text within Comprehensive Plan to reflect proposed redevelopment and its projected impacts to the system storage, system capacity, fire flows, and capital projects. Describe how service will be provided within the capacity of the City's existing water rights.
- Update Comprehensive Plan figures to reflect proposed development. An amended service area map will be provided in accordance with DOH requirements.
- Provide additional project management, including updating the project plan, schedule and budget, project coordination, managing Roth Hill's staff and tasks, general project administration services, and one meeting with the City to discuss the results of the analysis.

ASSUMPTIONS

- Other necessary updates to the Comprehensive Plan Text will be provided separately from this scope by Thomas Mortimer. These updates include discussion and explanation of the expanded service area, assumption of new areas by the City, contractual relationships, consistency of expanding the service area with adjacent Comprehensive Plans, and consistency with water system policies.
- Available fire flow to the development will be computed as the system currently exists, and with the addition of the most recently proposed capital improvement projects. As needed, basic additional system improvements will be modeled to attempt to provide the requested fire flow amounts; however, extensive modeling analysis, if required, is beyond this scope of services, and is not included herein.

PROJECTED PROJECT COSTS:

Projected Project Costs					
City of Gig Harbor					
Intertie with Rainier View Water System for Safeway Redevelopment					
Task	Description	Total Labor		Reimb.	Total
		Planned Hours	Planned Bill	Planned Reimb.	Cost
A.	Storage Analysis for Development	6	\$715	\$60	\$775
B.	Hydraulic Modeling Analysis	12	\$1,430	\$120	\$1,550
C.	Update Chapter Text	8	\$962	\$60	\$1,022
D.	Update Comprehensive Plan Figures	8	\$771	\$80	\$851
E.	Project Management	12	\$1,564	\$137	\$1,702
Projected Total					\$5,900

END OF EXHIBIT A-3



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

Subject:
Utility Easement agreement between
Grantor – One Mallards Landing LLC
Grantee – City of Gig Harbor

Proposed Council Action:
Approve the Utility Easement agreement as
presented.

Dept. Origin: Public Works

Prepared by: Willy Hendrickson *WJH*
Engineering Technician

For Agenda of: April 12, 2009

Exhibits: Utility Easement agreement
Vicinity Map

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: *POK* _____

Approved as to form by City Atty: via email _____

Approved by Finance Director: N/A _____

Approved by Department Head: *San 4/12/09* _____

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

As a condition of the construction of Gig Harbor Senior Estates owned by One Mallards Landing LLC (Grantor), the Grantor is granting the City of Gig Harbor access to the property of parcel no. 4002980080 located at 6913 to 7083 Wagner Way be utilized for access to City owned water meters and water meter setters for the purpose of repairing, maintaining and reading these meters.

FISCAL CONSIDERATION

None with this action

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Approve the Utility Easement agreement as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Utility Easement

Grantor(s) (Last name first, then first name and initials)

One Mallards Landing LLC, a Washington Limited Liability Company

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Lot 8, Gig Harbor Senior Estates Binding Site Plan, Records of Pierce County, Washington
Portion of the NE quarter of the SE quarter of Section 7, Township 21 N., Range 2 E., W.M.

Assessor's Property Tax Parcel or Account Number : 4002980080

Reference Number(s) of Documents assigned or released: _____

UTILITY EASEMENT

THIS UTILITY EASEMENT, is made this 5 day of April, 2010, by and between One Mallards Landing LLC, a Washington Limited Liability Company ("Grantors"), and the CITY OF GIG HARBOR, a Washington municipal corporation ("Grantee").

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as 6913 to 7083 Wagner Way, Gig Harbor, Washington, 98332, Tax Parcel No. 4002980080 (the "Property"); and

WHEREAS, Grantor owns and maintains the domestic and fire flow water mains and all other appurtenances located on the property, included but not limited to fire hydrants and double detector check vaults: and

WHEREAS, Grantee owns the water meters and meter setters located on the Grantor's property; and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement to be utilized for utility purposes, more specifically for water meters and meter setters;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

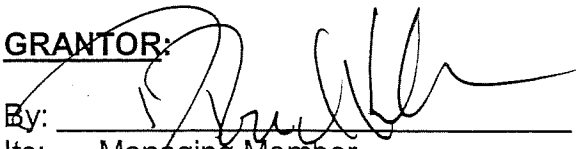
GRANTOR HEREBY GRANTS AND CONVEYS to the City, a perpetual, nonexclusive easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove utilities including water meters and meter setters, under, over, on, through and across that portion of the Property as described in **Exhibit A** attached hereto and incorporated herein (the "Easement"), together with the right of ingress and egress upon the Easement area and Grantors' Property adjacent to the Easement area, limited to that which is necessary to construct, install, improve, repair and maintain said water meters and meter setters. The location of the Easement is shown on the Easement Location Map attached hereto as **Exhibit B** and incorporated herein.

Grantee shall exercise its rights under this Easement so as to minimize and avoid if reasonably possible, interference with Grantor's use of Grantor's Property. Grantee shall, at all times, conduct its activities on Grantor's Property so as to not interfere with, obstruct and endanger Grantor's operations or facilities. Grantee agrees to restore Grantor's Property in at least as good as condition as it currently exists, and Grantee shall remove all debris and restore the surface of the Grantor's Property as nearly as possible, to the condition in which it was at the commencement of such work.

{ASB725633.DOC;1/00008.900000/}

This Easement shall be recorded in the records of the Pierce County Auditor Grantor and shall constitute a covenant running with the land for the benefit of the City, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be executed this 5 day of April, 20 10.

GRANTOR: 
By: _____
Its: Managing Member
Print Name: Kelly, Reed D.

ACCEPTED:

CITY OF GIG HARBOR

By: _____
Its: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)



I certify that I know or have satisfactory evidence that Kelly, Reed D. is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Managing Member of One Mallards Landing LLC, a Washington Limited Liability Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 5, 2010

Anna G. Hagen

Printed: Anna G Hagen
Notary Public in and for Washington,
Residing at Lakewood
My appointment expires: 9-1-2013

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that CHARLES L. HUNTER is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of THE CITY OF GIG HARBOR, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

Printed: _____
Notary Public in and for Washington,
Residing at _____
My appointment expires: _____

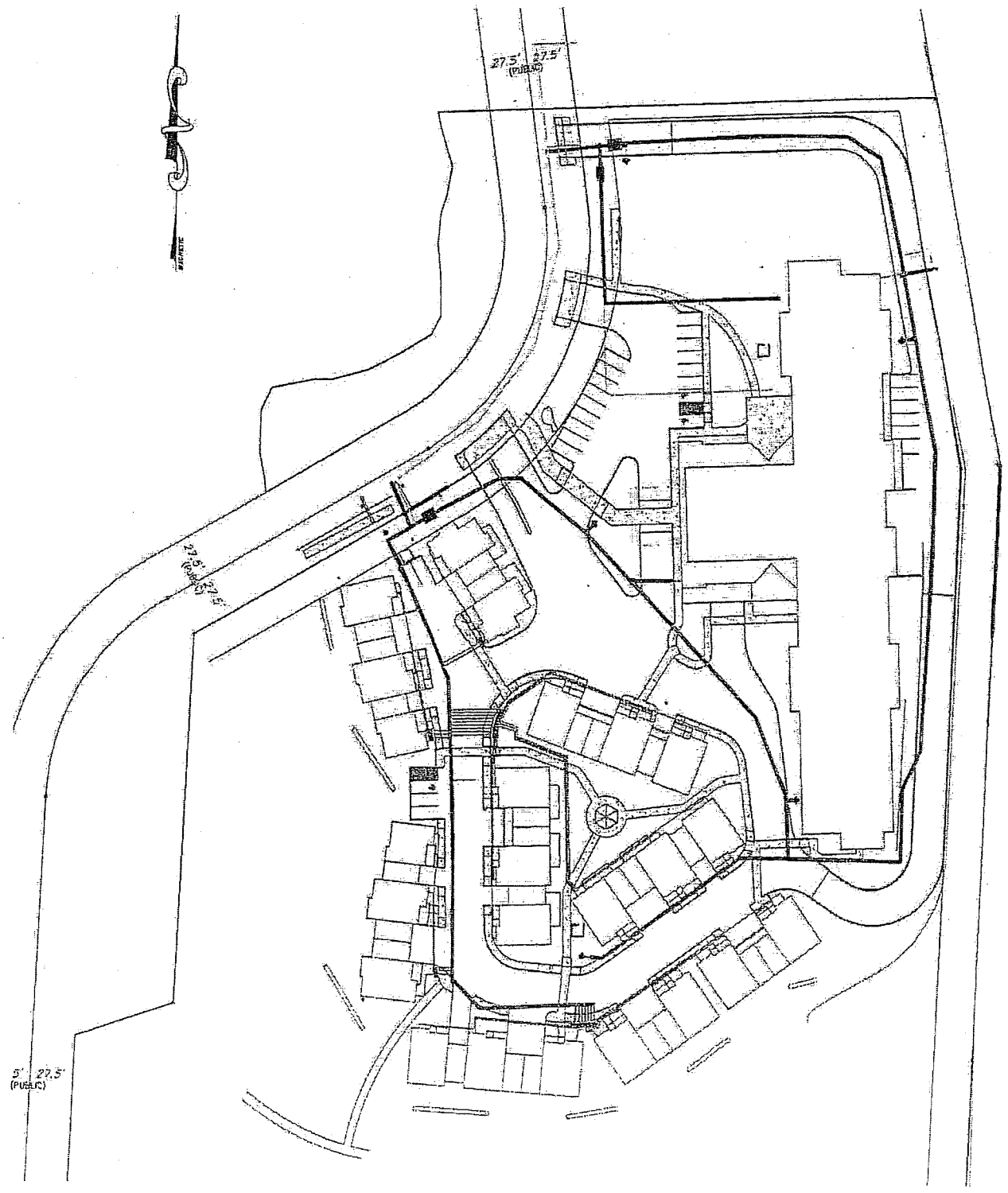
EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

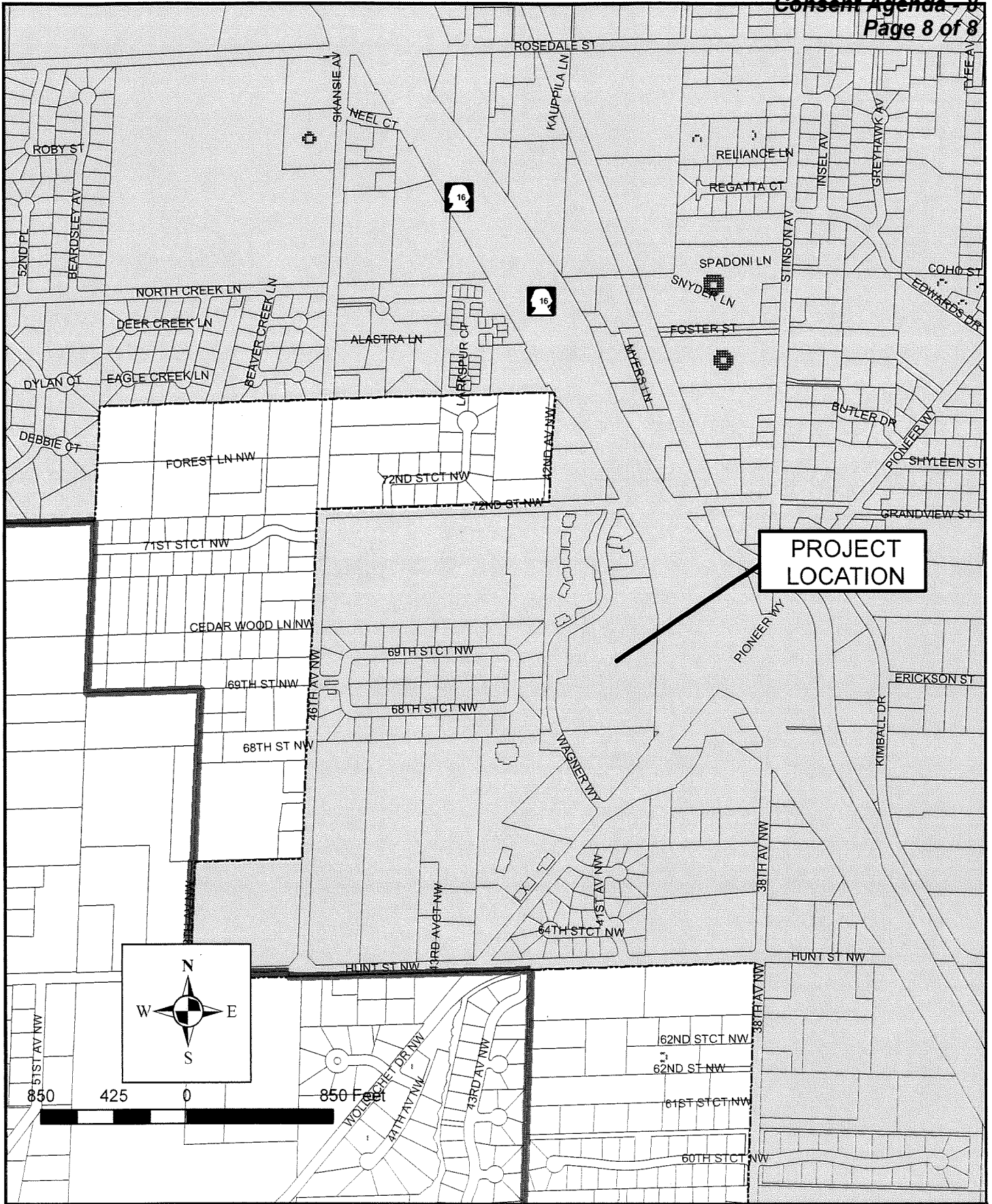
Lot 8 of Binding Site Plan recorded February 13, 2009 under Recording No. 200902135007, records of the Pierce County Auditor.

Situate in Pierce County, Washington.

EXHIBIT B
MAP OF UTILITY EASEMENT



{ASB725633.DOC;1/00008.900000/}



GIG HARBOR SENIOR ESTATES
VICINITY MAP

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Dedication of Right-of-Way

Grantor(s) (Last name first, then first name and initials)

Burnham Partners LLC, a Washington Limited Liability Company

Grantee(s) (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

Lot 2 of Short Plat 2005-09-21-5003

Assessor's Property Tax Parcel or Account Number: 01-22-25-8008

Reference Number(s) of Documents assigned or released: _____

**DEDICATION OF
RIGHT-OF-WAY**

THIS DEDICATION OF RIGHT-OF-WAY, executed this date by Burnham Partners LLC, a Washington Limited Liability Company, whose mailing address is 11515 Burnham Drive NW, Suite B Gig Harbor, WA 98332-8543, as the "Grantor" herein:

WITNESSETH:

WHEREAS, Grantor owns a fee simple interest in the following real property, commonly known as Lot 2 of Short Plat 2005-09-21-5003, Gig Harbor, Washington, 98332 and legally described in **Exhibit A** attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor desires to grant to the City of Gig Harbor (the "City") an easement consisting of 1,973.92 square feet to be utilized for right-of-way and utility purposes;

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged,

GRANTOR HEREBY GRANTS AND CONVEYS to the City, a perpetual, nonexclusive right-of-way easement, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, improve, replace and remove right-of-way and right-of-way related improvements and utilities under, over, in, along, across and upon that portion of the Property described in **Exhibit B** attached hereto and incorporated herein (the "Right-of-Way Easement"). The location of the Right-of-Way Easement is shown on the Right-of-Way Easement Location Map attached hereto as **Exhibit C** and incorporated herein.

[Remainder of page intentionally left blank.]

**EXHIBIT A
PROPERTY LEGAL DESCRIPTION**

Lot 2 of Short Plat 2005-09-21-5003 in Section 25, Township 22 North, Range 1 East, Willamette Meridian in Pierce County, Washington described as follows:

Commencing at the southwest corner of the southeast quarter of said Section 25; then along the south line of the southeast quarter of said Section 25 south $87^{\circ}30'14''$ east 1316.25 feet; then north $15^{\circ}32'32''$ west 1229.19 feet to the east line of lot 1 of said short plat; then along said east line south $2^{\circ}51'43''$ east 95.00 feet to the north line of lot 2 of said short plat; then along said north line south $68^{\circ}04'05''$ west 114.68 feet to the west line of said lot 2 and the point of beginning;

Then along said west line south $19^{\circ}08'09''$ east 219.95 feet to the beginning of a curve, concave westerly the radius point of which bears south $70^{\circ}51'51''$ west 5510.80 feet; then southerly along said curve, through a central angle of $1^{\circ}49'24''$ 176.80 feet; then north $18^{\circ}16'48''$ east 121.85 feet; then north $15^{\circ}32'32''$ west 200.00 feet; then north $02^{\circ}51'43''$ west 110.00 feet; then north $68^{\circ}13'55''$ east 114.68 feet to the point of beginning.

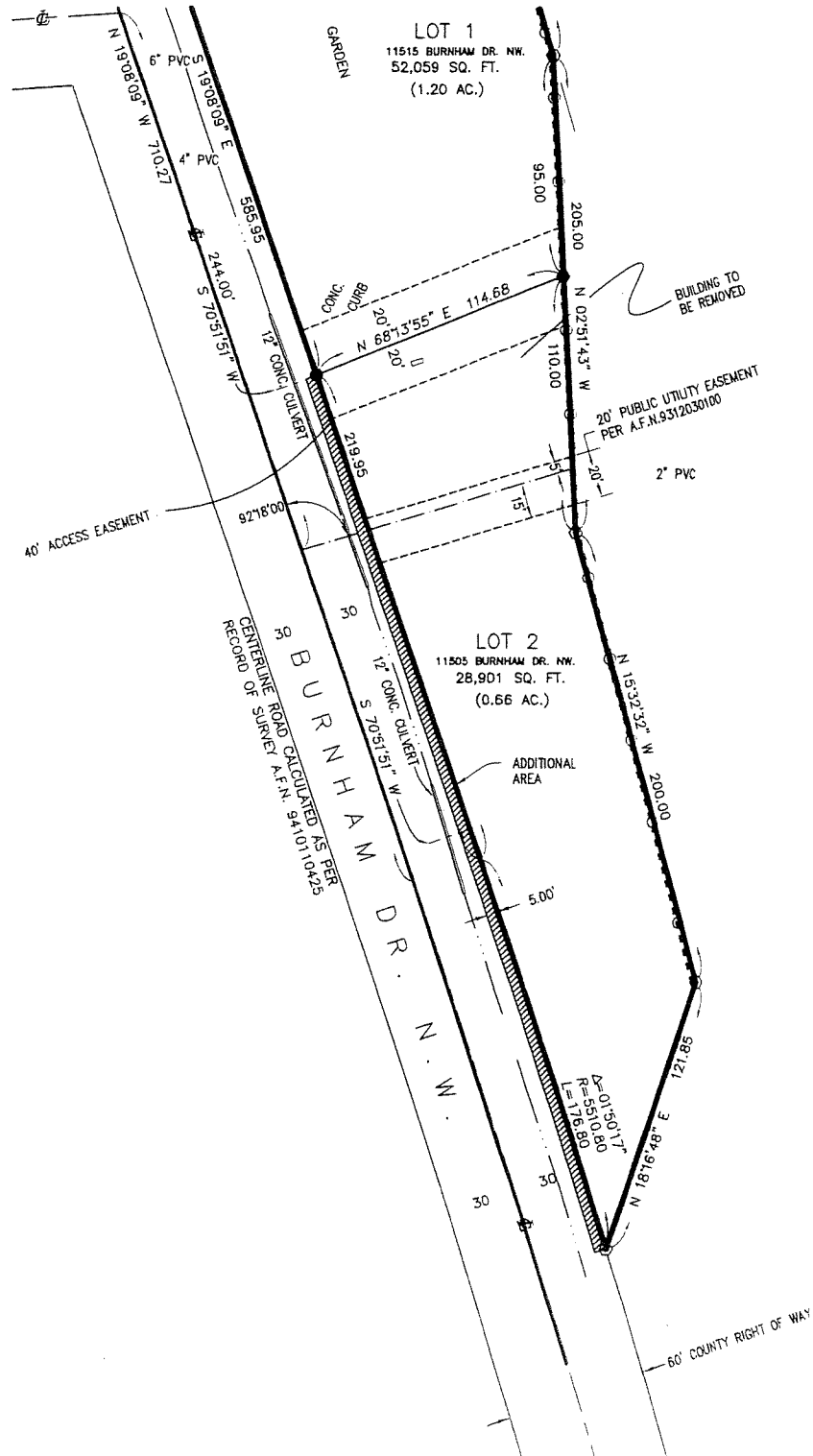
EXHIBIT B
RIGHT-OF-WAY EASEMENT LEGAL DESCRIPTION

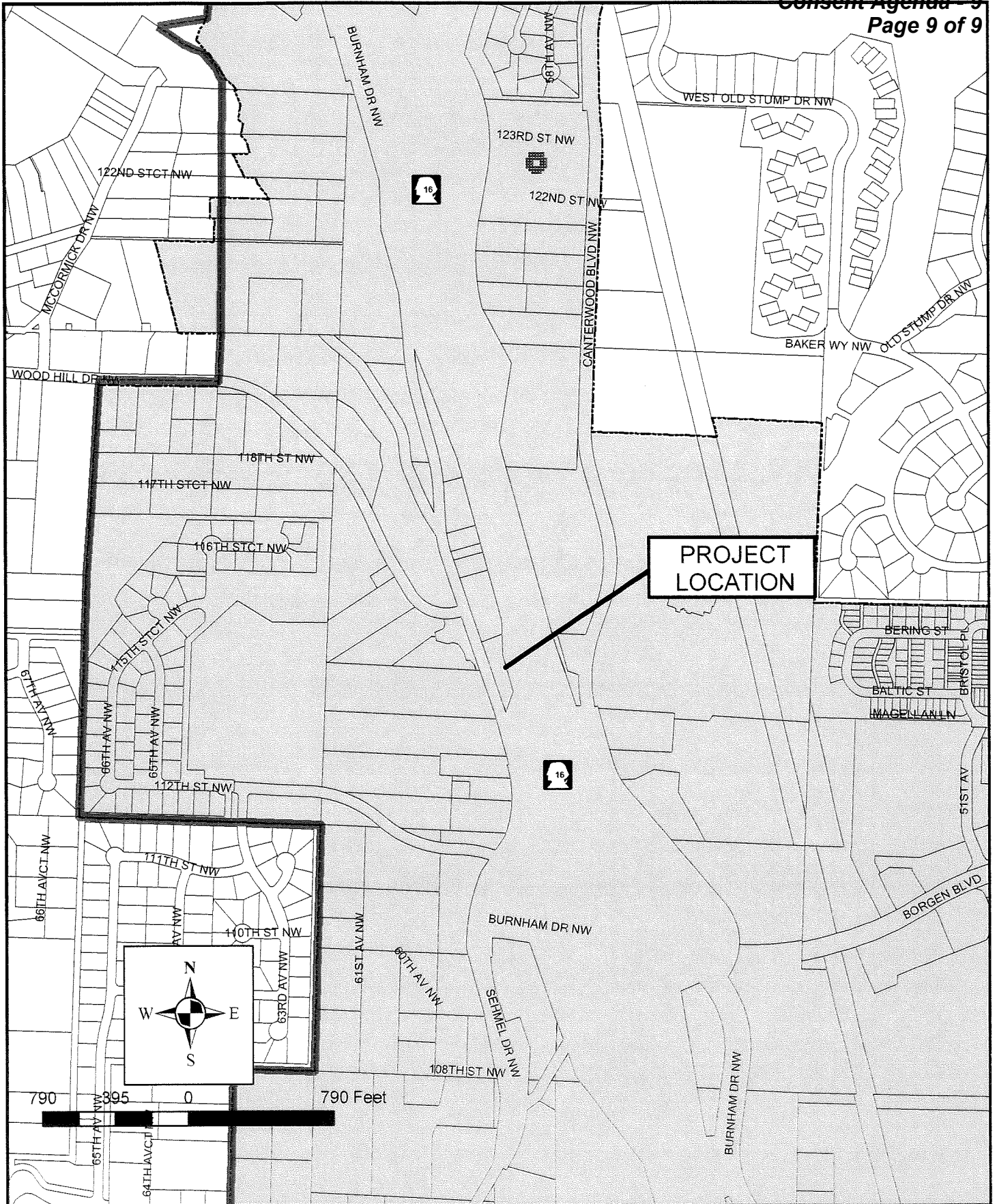
THAT PORTION BURNHAM DRIVE NW IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.,M. IN PIERCE COUNTY, WASHINGTON, LOT 2 OF SHORT PLAT AUDITORS FILE NUMBER 200509215003 RECORDS PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25 SOUTH 87°30'14" EAST 1316.25 FEET; THENCE NORTH 15°32'32" WEST 1229.19 FEET TO THE EAST LINE OF LOT 1 OF AFORESAID SHORT PLAT; THENCE ALONG SAID EAST LINE SOUTH 2°51'43" EAST 95.00 FEET TO THE NORTH LINE OF LOT 2 OF AFORESAID SHORT PLAT; THENCE ALONG SAID NORTH LINE SOUTH 68°04'05" WEST 114.70 FEET TO THE WEST LINE OF SAID LOT 2 AND THE POINT OF BEGINNING; THENCE ALONG SAID WEST LINE SOUTH 19°08'09" EAST 219.62 FEET; TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY THE RADIUS POINT OF WHICH BEARS SOUTH 70°51'51" WEST 5510.80 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°49'24" 175.37 FEET; THENCE LEAVING SAID WEST LINE SOUTH 72°41'15" WEST 5.00 FEET; TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY THE RADIUS POINT OF WHICH BEARS SOUTH 72°41'15" WEST 5505.80 FEET; THENCE NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1°49'24" 175.21 FEET; THENCE NORTH 19°08'09" WEST 219.37 FEET; THENCE NORTH 68°04'05" EAST 5.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 1973.92 SQ FT

EXHIBIT C RIGHT-OF-WAY EASEMENT LOCATION MAP





MORRIS COMMERCIAL BUILDING
VICINITY MAP



Subject: Resolution – Surplus Equipment

Dept. Origin: Finance

Proposed Council Action:

Prepared by: Heidi Othman

Adopt the attached resolution surplusizing this city-owned equipment.

For Agenda of: April 12, 2010
Exhibits:

Initial & Date

Concurred by Mayor: _____

Approved by City Administrator: _____

Approved as to form by City Atty: _____

Approved by Finance Director: *OP 4/7/10*

Approved by Department Head: _____

OP 4/7/10
[Signature]

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

INFORMATION / BACKGROUND

The city has a surplus of antiquated equipment which needs to be properly disposed. This surplus occurred due to the replacement of outdated equipment.

FISCAL CONSIDERATION

The surplus equipment will be distributed to a recycling center or charitable organization otherwise obsolete equipment requires a cost for disposal. Hard drives are wiped clear.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt the attached resolution surplusizing this city-owned equipment.

RESOLUTION NO. 828

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR SALE.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

EQUIPMENT	Quantity	SERIAL / ASSET NUMBER	MODEL INFO.
Computer Towers	9	S#9JGR521 Asset#00936 S#HQL2711 Asset#00944 S#5YVP431 Asset01082 S#JRSM541 Asset#01194 S#DWW2L61 Asset#? S#HF1V641 Asset01129 S#HQT0511 Asset#00872 S#6TZQD41 Asset#01127 S#B5TKK21 Asset#	Dell Precision 340 Dell Precision 340 Dell Optiplex GX260 Dell Optiplex GX270 Dell Optiplex GX280 Dell Optiplex GX270 Dell Precision 340 Dell Optiplex GX270 Dell Precision 650
Computer Laptops	5	Asset#00774 S#0013142692 aS#0017179314 Asset# ? S#0022160222 Asset#00893 S#0020268854 Asset#00802 S#7P0V611 Asset#00980	Gateway Solo 2150 Gateway Solo 5300 Gateway Solo 5300 Gateway Solo 5300 Dell Latitude c600

PASSED ON THIS 12th day of April 2010.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 04/07/10
PASSED BY THE CITY COUNCIL: 04/12/10
RESOLUTION NO. 828

Subject: Donkey Creek and Austin Estuary Restoration Project Phase 1 – Consultant Services Contract / Hood Canal Salmon Enhancement Group

Proposed Council Action: Approve and authorize the Mayor to execute the consultant services contract with Hood Canal Salmon Enhancement Group Consultants for Phase I of the Donkey Creek and Austin Estuary Restoration Project not to exceed \$219,687.00.

Dept. Origin: Administration
Prepared by: Lita Dawn Stanton
Special Projects

For Agenda of: April 12, 2010

Exhibits: Consultant Services Contract and Exhibits

Concurred by Mayor:

Approved by City Administrator: RLK 4/7/10

Approved as to form by City Atty: VIA EMAIL

Approved by Finance Director: [Signature] 4/2/10

Approved by Department Head: _____

Initial & Date

Expenditure Required	Amount Budgeted	** see fiscal consideration below	Appropriation Required	***
\$219,687.00				

INFORMATION / BACKGROUND

In November of 2006, an agreement between the City and the Gig Harbor Peninsula Historical Society (GHPHS) resulted in the purchase of the triangle portion of the Museum’s parcel at Donkey Creek (in 2008) and a Conservation Easement over Harbor Museum property (in 2009). The objective is to daylight Donkey Creek and restore Austin Estuary. This includes a trail from Austin Estuary Park through the Museum site to Donkey Creek Park at North Harborview Drive. Phase I of this work requires feasibility analysis to determine the preferred alternative for the crossing of the creek at North Harborview Drive (pedestrian bridge, vehicular bridge or enlarge culvert). Phase I includes permitting, engineering, geotechnical work, and construction plans for the initial restoration work at Austin Estuary. Additional phases will be required to complete the daylighting project and will be presented as amendments to this contract. This work is funded through state and federal grants. The attached contract includes the scope and fees for Phase I of the project.

FISCAL CONSIDERATION

** Funding for this work will come from and be reimbursed through the Washington State Recreation and Conservation Office (RCO) grant fund and a US Fish and Wildlife appropriation. Now that the flow of grant funding is secured, the City will follow-up with a budget amendment to appropriate the grant revenue and corresponding expenditures.

BOARD OR COMMITTEE RECOMMENDATION

n/a

RECOMMENDATION / MOTION

Move to: Authorize the Mayor on behalf of Council to approve the consultant services contract with Hood Canal Salmon Enhancement Group Consultants for Phase I of the Donkey Creek and Austin Estuary Restoration Project not to exceed \$219,687.00.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
HOOD CANAL SALMON ENHANCEMENT GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and the Hood Canal Salmon Enhancement Group, a non-profit corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Restoration of Austin Estuary and Daylighting of Donkey Creek and desires that the Consultant perform services necessary to provide the following consultation services; and

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

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

TERMS

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

2. **Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed two hundred nineteen thousand six hundred eighty-seven dollars and no cents (\$219,687.00) for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates with estimated hours shown on Exhibit C**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**, unless the parties agree to a modification of this Contract, pursuant to Section 18 herein.

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

3. **Relationship of Parties.** The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

4. **Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2010; provided however, that additional time shall be granted by the City for excusable days or extra work.

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

6. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,

because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. Indemnification.

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. It is further specifically and expressly understood that the indemnification provided herein constitutes the consultant's waiver of immunity under industrial insurance, title 51 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The consultant's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the consultant's employees directly against the consultant.

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

8. Insurance.

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverages shall be on a claims made basis.

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

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies upon request.

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

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

9. Exchange of Information. The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

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

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

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

13. Work Performed at the Consultant's Risk. The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and subconsultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

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

15. Resolution of Disputes and Governing Law.

A. Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations shall also decide all

questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

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

CONSULTANT:
Hood Canal Salmon Enhancement Group
ATTN:
Neil W. Werner
PO Box 2169
Belfair, WA 98528
(360) 275-3575

City of Gig Harbor
ATTN: Lita Dawn Stanton
3510 Grandview Street
Gig Harbor, WA 98335
(253) 853-7609

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

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

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

CONSULTANT

CITY OF GIG HARBOR

By: _____
Its: _____

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CONTRACT CHANGE ORDER (CCO) NO. 001

Project Name: Wastewater Treatment Plant (WWTP) Phase 1 Improvement

Date: _____

Contractor: Prospect Construction Inc.

Project No.: CSSP-0702

DESCRIPTION OF WORK

You are hereby requested to comply with the following changes from the contract Plans and specifications:

Such work will be compensated by: check one or more of the following as applicable [X] Increase or [X] Decrease in bid items; [] Force Account; [X] Negotiated Price: The described work affects the existing contract items and/or adds and/or deletes bid items as follows:

Item No.	Description	WCD #	Qty.	Unit	\$ Cost Per Unit	\$ Cost	Net \$ Cost	Adj. Days
1			Orig.	1	LS	\$0.00	\$0.00	
			Rev.	0	LS	\$0.00	\$0.00	\$0.00
2			Orig.	0	LS	\$0.00	\$0.00	
			Rev.	1	LS	\$0.00	\$0.00	\$0.00
3			Orig.	1	LS	\$0.00	\$0.00	
			Rev.	0	LS	\$0.00	\$0.00	\$0.00
4			Orig.	0	LS	\$0.00	\$0.00	
			Rev.	1	LS	\$0.00	\$0.00	\$0.00
5			Orig.	0	LS	\$0.00	\$0.00	
			Rev.	1	LS	\$0.00	\$0.00	\$0.00
Total							\$0.00	0

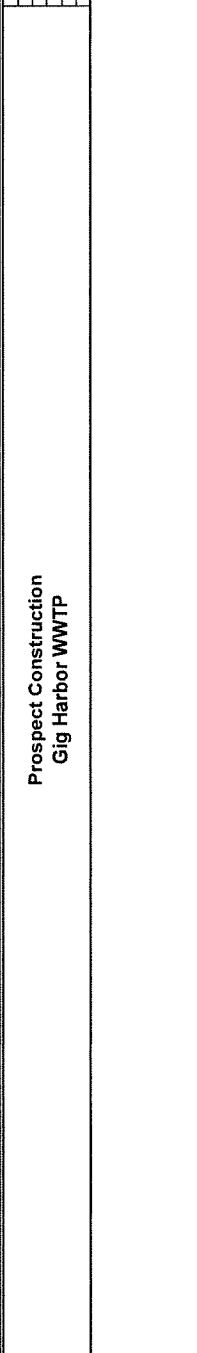
ORIGINAL CONTRACT		CURRENT CONTRACT		Est. Net Change		Total Change Orders,		Est. contract After This	
				This Change Order		Including This One		Change Order	
				\$0.00		\$0.00		\$0.00	
Sales tax	\$0.00	\$	-	\$0.00	\$0.00	\$	-		
DAYS:	510	DAYS:	510	DAYS:	0	DAYS:	0	DAYS:	510

All work, materials and measurements to be in accordance with the provisions of the original contract and/or the standard specifications and special provisions for the type of construction involved. The payments and/or additional time specified and agreed to in this order include every claim by the Contractor for any extra payment or extension of time with respect to the work described herein, including delays to the overall project.

APPROVED BY:	SIGNATURE:	DATE:
PROJECT ENGINEER		
OWNERS REPRESENTATIVE		
CONTRACTOR		
PUBLIC WORKS & UTILITIES DIRECTOR		
CITY MANAGER		
CITY COUNCIL APPROVAL DATE:		

Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete	2009	2010
Contract								
0000	Contract	433	0	01/26/09 A	10/05/10	73		
0005	Award Contract	0	0	01/26/09 A	01/26/09 A	100		
0010	Accept Contract	0	0	01/26/09 A	02/09/09 A	100		
0015	Limited Notice to Proceed	0	0	02/27/09 A	04/19/09 A	100		
0020	Pre-Engineering Period	40	0	03/02/09 A	04/19/09 A	100		
0030	Project Physical Start #1 - Post LNTF	0	0	03/16/09 A	03/30/10 *	100		
0035	NOTICE TO PROCEED	0	0	04/13/09 A	09/07/10 *	0		
0040	Clarifier #4 in Operation	0	0	03/31/10 *	10/05/10	0		
0050	Substantial Completion	0	0	09/07/10 *	10/05/10	0		
0055	Punchlist	20	1d	09/08/10 *	10/05/10 *	0		
0060	Final Completion	0	0	0	10/05/10 *	0		
*Submittals							218	118d
*Project Engineering							170	180d
Blower Building Modifications								
3000	Blower Building Modifications	155	173d	06/24/09 A	02/05/10	95		
3015	Remove Existing Equipment/Demo Existing	30	0	09/08/09 A	12/04/09 A	100		
3020	Layout, Form & Pour New Equipment Pads	5	0	09/22/09 A	11/16/09 A	100		
3025	Install New Blowers	2	0	09/29/09 A	11/12/09 A	100		
3045	Temporary Power from Existing to Blowers	5	0	10/20/09 A	10/28/09 A	100		
3030	Install New Blower Piping (Interior)	15	0	11/12/09 A	11/19/09 A	100		
3040	Electrical Rough-in, Pull & Terminate	15	0	11/12/09 A	12/04/09 A	100		
3050	Abandon Existing Power/Terminate New Power	2	176d	01/26/10	01/27/10	0		
3060	Area Substantially Complete	0	160d	0	01/26/10	0		
3035	Remove & Relocate Sludge Pump to New RAS	3	173d	02/02/10	02/05/10	0		
Site Excavation & Backfill								
4000	Site Excavation & Backfill	275	102d	03/16/09 A	04/15/10	64		
4002	Temporary Erosion Control Measures	5	0	03/16/09 A	03/27/09 A	100		
4003	Construct Sediment Traps	10	0	03/22/09 A	03/31/09 A	100		
4005	Site Clear, Grubb & Strip (Haul Off)	7	0	03/31/09 A	04/06/09 A	100		
4010	Excavate Clarifier #4 to Subgrade	3	0	04/13/09 A	04/16/09 A	100		
4008	Excavate Headworks Lower Slab	5	0	04/20/09 A	04/23/09 A	100		
4015	Exc. AEB to Subgrade	10	0	05/11/09 A	05/15/09 A	100		
4025	Excavate Dewatering Bldg to Subgrade	5	0	07/15/09 A	07/21/09 A	100		
4035	Backfill Clarifier #4	10	158d	10/12/09 A	01/27/10	85		
4050	Backfill AEB #4 (-EL. 43.0')	10	128d	10/12/09 A	01/27/10	85		
4060	Backfill Headworks to -EL. 55.0'	2	0	11/11/09 A	11/12/09 A	100		
4070	Excavate Distribution Box 'B' (SG EL. -36.0')	10	87d	12/07/09 A	01/27/10	85		
4065	Backfill Basins Final (-EL. 46.5')	10	58d	02/02/10	02/16/10	0		
4040	Build Ponds	10	57d	02/16/10	03/02/10	0		
4045	Final Site Grading	10	57d	03/02/10	03/16/10	0		
4999	Area Substantially Complete	0	124d	03/16/10	03/16/10	0		
4075	Backfill Distribution Box 'B' to -EL. 43.0'	2	86d	03/22/10	03/23/10	0		
4080	Backfill Distribution Box 'B' Final (-EL. 46.5')	2	86d	04/14/10	04/15/10	0		
Clarifier #4 Construction								
5000	Clarifier #4 Construction	197	0	04/13/09 A	01/26/10	100		
5005	Excavate Under-slab Piping	1	0	04/13/09 A	04/14/09 A	100		
5015	Under-slab Piping & Backfill	2	0	04/15/09 A	04/16/09 A	100		
5020	Center Pier Slab	5	0	04/20/09 A	04/21/09 A	100		

Date	Revision	Checked	Approved
05/26/09	May Update 1		
11/17/09	Nov. Update 1		
01/26/10	Jan. 2010 Update		

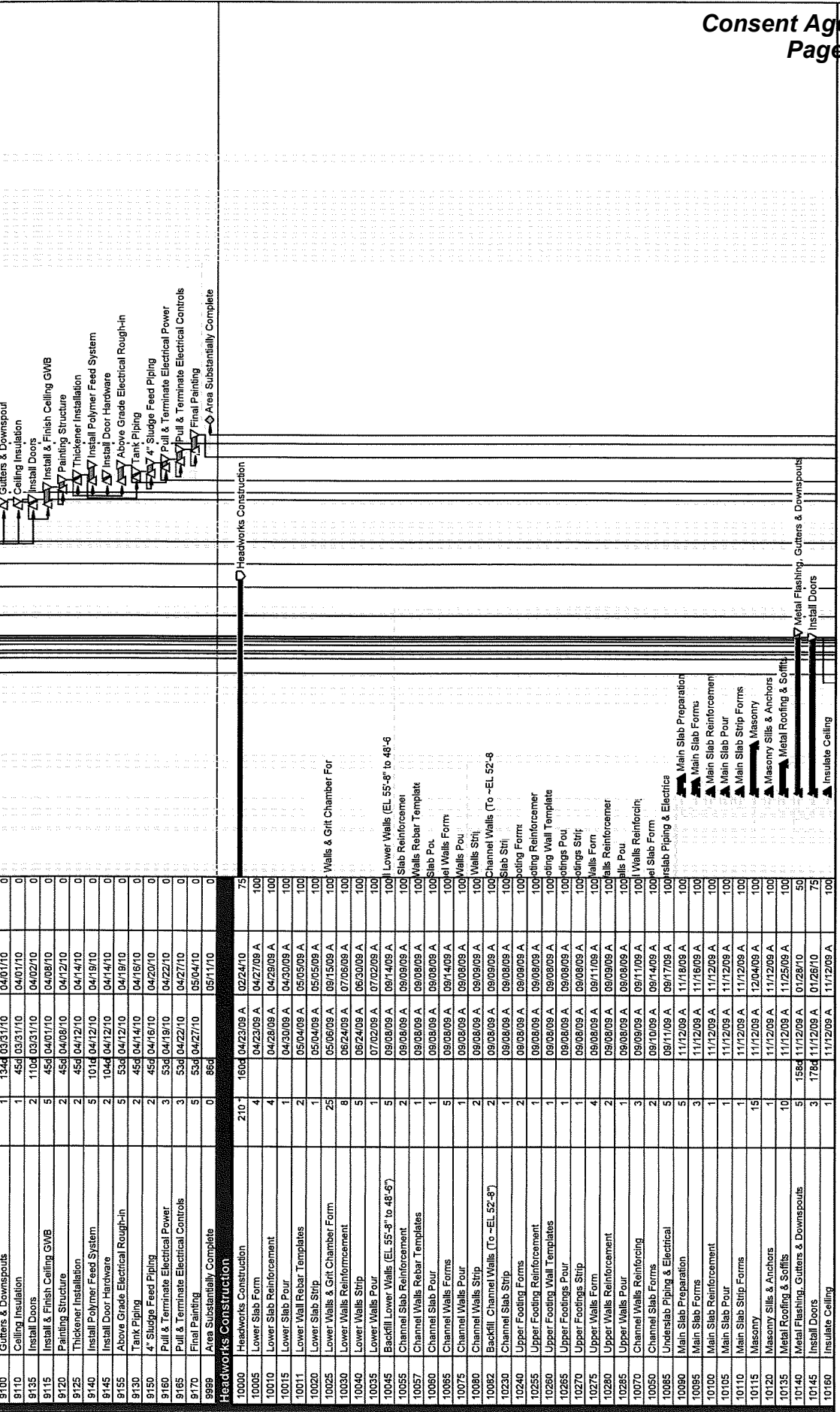


Print date	03/27/10
Run date	01/26/10
Page number	1A
Page count	13A
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Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete	2003	2010
7150	AOB Wall Pour #8 Forms	5	0	11/12/09 A	11/16/09 A	100		
7155	AOB Wall Pour #8	1	0	11/12/09 A	11/12/09 A	100		
7160	AOB Wall Pour #8 Strip Forms	2	0	11/12/09 A	11/13/09 A	100		
7165	Grind & Sack AOB Walls	45	87d	11/12/09 A	02/25/10	50		
7170	Grind & Sack AEB #4 Walls	20	0	11/12/09 A	12/09/09 A	100		
7175	Install Gates	10	150d	11/12/09 A	02/01/10	50		
7180	Install Drain Valves	1	0	11/19/09 A	11/19/09 A	100		
7185	Pipe Fourbacks	15	0	12/01/09 A	12/21/09 A	100		
7185	Install AEB #4 Outlet Weir	1	159d	01/26/10	01/26/10	0		
7285	Install MLR Pump (P344) AEB #4	1	106d	01/26/10	01/26/10	0		
7310	Install Aeration System	10	98d	01/26/10	02/09/10	0		
7305	Interior MLR Piping P344 to Ext.	3	106d	01/27/10	01/28/10	0		
7185	Install Telescoping Valves	2	172d	02/03/10	02/05/10	0		
7500	Install Floating Mixers	5	87d	02/11/10	02/18/10	0		
7800	Electrical & Controls Complete	5	87d	02/16/10	02/25/10	0		
7899	Area Substantially Complete	0	138d		02/25/10	0		
Distribution Box 'B'								
8000	Distribution Box 'B'	71	108d	01/28/10	05/07/10	0		
8005	Slab Forms	5	87d	01/28/10	02/03/10	0		
8010	Slab Reinforcement	2	87d	02/04/10	02/09/10	0		
8012	Wall Templates	3	87d	02/08/10	02/10/10	0		
8015	Slab Pour	1	87d	02/11/10	02/11/10	0		
8020	Strip Slab Forms	2	87d	02/12/10	02/15/10	0		
8025	Wall Forms	20	87d	02/16/10	03/15/10	0		
8030	Wall Reinforcement	8	99d	02/16/10	02/25/10	0		
8035	Wall Pour	1	87d	03/16/10	03/16/10	0		
8037	Walls Strip	3	87d	03/17/10	03/19/10	0		
8050	Install Gates	5	111d	03/22/10	03/26/10	0		
8055	Install Grating	5	111d	03/29/10	04/02/10	0		
8060	Grind & Sack Walls	10	113d	04/16/10	04/29/10	0		
8060	Form, Pour & Strip Stair Landing	5	87d	04/16/10	04/22/10	0		
8065	Install Stairs	5	87d	04/23/10	04/29/10	0		
8070	Install Handrail	5	87d	04/30/10	05/07/10	0		
8999	Area Substantially Complete	0	87d		05/07/10	0		
Thickening Building Construction								
9000	Thickening Building Construction	74	107d	01/26/10	05/11/10	0		
9005	Excavate Foundation	1	45d	01/26/10	01/27/10	0		
9017	AA Pipe Encasement Prep	2	46d	01/26/10	01/28/10	0		
9010	Form Footings	1	45d	01/27/10	01/28/10	0		
9015	Footling Reinforcement	1	45d	01/28/10	01/29/10	0		
9020	Pour Footings and Pipe Encasement	1	45d	01/29/10	02/01/10	0		
9025	Strip Footling Forms	1	45d	02/01/10	02/02/10	0		
9030	Form Foundation Walls	3	45d	02/02/10	02/05/10	0		
9035	Foundation Wall Reinforcement	1	47d	02/02/10	02/03/10	0		
9040	Pour Foundation Walls	1	45d	02/05/10	02/08/10	0		
9045	Strip Foundation Walls	2	45d	02/08/10	02/10/10	0		
9046	Foundation Insulation	1	45d	02/10/10	02/11/10	0		
9050	Backfill Foundation Walls	1	45d	02/11/10	02/12/10	0		
9055	Underslab Drain Piping	5	45d	02/12/10	02/19/10	0		
9057	Slab Forms	1	48d	02/12/10	02/15/10	0		
9065	Underslab Electrical Rough-in	5	45d	02/19/10	02/22/10	0		
9060	Slab Reinforcement	1	45d	02/19/10	02/19/10	0		
9065	Pour Slab	1	45d	02/23/10	02/23/10	0		
9070	Masonry	10	45d	03/02/10	03/16/10	0		
9075	Masonry Sills	1	45d	03/16/10	03/17/10	0		
9085	Trusses & Roof Sheathing	5	45d	03/17/10	03/24/10	0		
9090	Metal Roofing & Soffits	5	45d	03/24/10	03/31/10	0		

Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
9100	Gutters & Downspouts	1	1342	03/31/10	04/01/10	0
9110	Ceiling Insulation	1	45d	03/31/10	04/01/10	0
9135	Install Doors	2	110d	03/31/10	04/02/10	0
9115	Install & Finish Ceiling GWB	5	45d	04/01/10	04/08/10	0
9120	Painting Structure	2	45d	04/08/10	04/12/10	0
9125	Thickener Installation	2	45d	04/12/10	04/14/10	0
9140	Install Polymer Feed System	5	101d	04/12/10	04/19/10	0
9145	Install Door Hardware	2	104d	04/12/10	04/14/10	0
9155	Above Grade Electrical Rough-in	5	53d	04/12/10	04/19/10	0
9130	Tank Piping	2	45d	04/14/10	04/18/10	0
9150	4" Sludge Feed Piping	2	45d	04/16/10	04/20/10	0
9160	Pull & Terminate Electrical Power	3	53d	04/19/10	04/22/10	0
9165	Pull & Terminate Electrical Controls	3	53d	04/22/10	04/27/10	0
9170	Final Painting	5	53d	04/27/10	05/04/10	0
9999	Area Substantially Complete	0	86d		05/11/10	0
Headworks Construction						
10000	Headworks Construction	210	160d	04/23/09 A	02/24/10	75
10005	Lower Slab Form	4	04/23/09 A	04/27/09 A	100	
10010	Lower Slab Reinforcement	4	04/28/09 A	04/29/09 A	100	
10015	Lower Slab Pour	1	04/30/09 A	04/30/09 A	100	
10011	Lower Wall Rebar Templates	2	05/04/09 A	05/05/09 A	100	
10020	Lower Slab Strip	1	05/04/09 A	05/05/09 A	100	
10025	Lower Walls & Grit Chamber Form	25	05/06/09 A	09/15/09 A	100	
10030	Lower Walls Reinforcement	8	06/24/09 A	07/06/09 A	100	
10040	Lower Walls Strip	5	06/24/09 A	06/30/09 A	100	
10035	Lower Walls Pour	1	07/02/09 A	07/02/09 A	100	
10045	Backfill Lower Walls (EL 55'-3" to 48'-6")	5	09/08/09 A	09/14/09 A	100	
10055	Channel Slab Reinforcement	2	09/08/09 A	09/09/09 A	100	
10057	Channel Walls Rebar Templates	1	09/08/09 A	09/08/09 A	100	
10060	Channel Slab Pour	1	09/08/09 A	09/08/09 A	100	
10065	Channel Walls Forms	5	09/08/09 A	09/14/09 A	100	
10075	Channel Walls Pour	1	09/08/09 A	09/08/09 A	100	
10080	Channel Walls Strip	2	09/08/09 A	09/09/09 A	100	
10082	Backfill Channel Walls (To -EL 52'-8")	2	09/08/09 A	09/09/09 A	100	
10230	Channel Slab Strip	1	09/08/09 A	09/08/09 A	100	
10240	Upper Footing Forms	2	09/08/09 A	09/09/09 A	100	
10255	Upper Footing Reinforcement	1	09/08/09 A	09/09/09 A	100	
10260	Upper Footing Wall Templates	1	09/08/09 A	09/08/09 A	100	
10265	Upper Footings Pour	1	09/08/09 A	09/08/09 A	100	
10270	Upper Footings Strip	1	09/08/09 A	09/08/09 A	100	
10275	Upper Walls Form	4	09/08/09 A	09/17/09 A	100	
10280	Upper Walls Reinforcement	2	09/08/09 A	09/09/09 A	100	
10285	Upper Walls Pour	1	09/08/09 A	09/08/09 A	100	
10070	Channel Walls Reinforcing	3	09/08/09 A	09/11/09 A	100	
10050	Channel Slab Forms	2	09/10/09 A	09/14/09 A	100	
10085	Underslab Piping & Electrical	5	09/11/09 A	09/17/09 A	100	
10090	Main Slab Preparation	3	11/12/09 A	11/18/09 A	100	
10095	Main Slab Forms	3	11/12/09 A	11/18/09 A	100	
10100	Main Slab Reinforcement	1	11/22/09 A	11/22/09 A	100	
10105	Main Slab Pour	1	11/22/09 A	11/22/09 A	100	
10110	Main Slab Strip Forms	1	11/22/09 A	11/22/09 A	100	
10115	Masonry	15	11/22/09 A	12/04/09 A	100	
10120	Masonry Sills & Anchors	1	11/22/09 A	11/22/09 A	100	
10135	Metal Roofing & Soffits	10	11/22/09 A	11/25/09 A	100	
10140	Metal Flashing, Gutters & Downspouts	5	158d	11/22/09 A	01/28/10	50
10145	Install Doors	3	178d	11/22/09 A	01/28/10	75
10160	Insulate Ceiling	1	11/22/09 A	11/22/09 A	100	

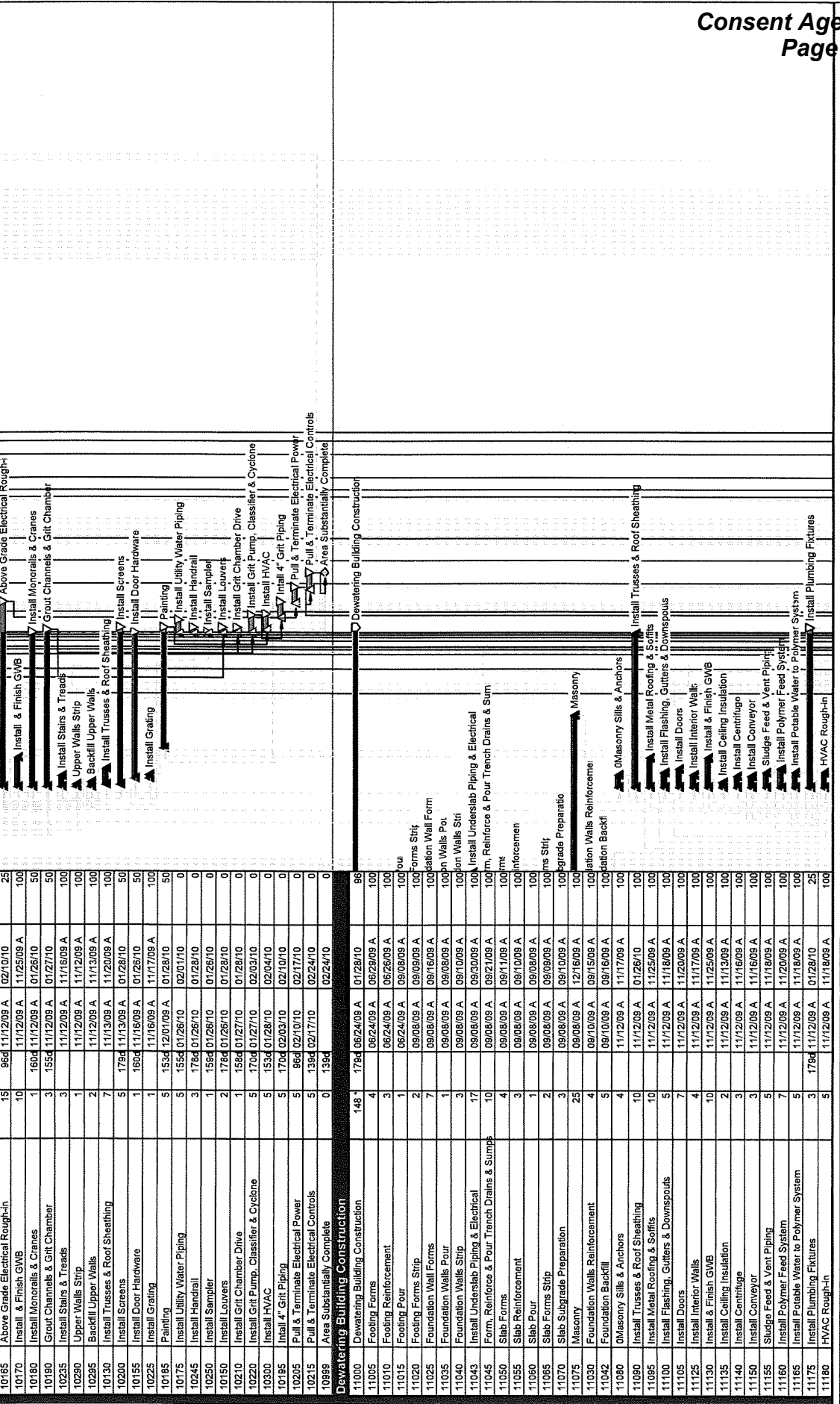
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01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31



Activity Legend:
 ✓ Gutters & Downspouts
 ✓ Ceiling Insulation
 ✓ Install Doors
 ✓ Install & Finish Ceiling GWB
 ✓ Painting Structure
 ✓ Thickener Installation
 ✓ Install Polymer Feed System
 ✓ Install Door Hardware
 ✓ Above Grade Electrical Rough-in
 ✓ Tank Piping
 ✓ 4" Sludge Feed Piping
 ✓ Pull & Terminate Electrical Power
 ✓ Pull & Terminate Electrical Controls
 ✓ Final Painting
 ✓ Area Substantially Complete
 ✓ Headworks Construction
 ✓ Lower Slab Form
 ✓ Lower Slab Reinforcement
 ✓ Lower Slab Pour
 ✓ Lower Wall Rebar Templates
 ✓ Lower Slab Strip
 ✓ Lower Walls & Grit Chamber Form
 ✓ Lower Walls Reinforcement
 ✓ Lower Walls Strip
 ✓ Lower Walls Pour
 ✓ Backfill Lower Walls (EL 55'-3" to 48'-6")
 ✓ Channel Slab Reinforcement
 ✓ Channel Walls Rebar Templates
 ✓ Channel Slab Pour
 ✓ Channel Walls Forms
 ✓ Channel Walls Pour
 ✓ Channel Walls Strip
 ✓ Backfill Channel Walls (To -EL 52'-8")
 ✓ Channel Slab Strip
 ✓ Upper Footing Forms
 ✓ Upper Footing Reinforcement
 ✓ Upper Footing Wall Templates
 ✓ Upper Footings Pour
 ✓ Upper Footings Strip
 ✓ Upper Walls Form
 ✓ Upper Walls Reinforcement
 ✓ Upper Walls Pour
 ✓ Channel Walls Reinforcing
 ✓ Channel Slab Forms
 ✓ Underslab Piping & Electrical
 ✓ Main Slab Preparation
 ✓ Main Slab Forms
 ✓ Main Slab Reinforcement
 ✓ Main Slab Pour
 ✓ Main Slab Strip Forms
 ✓ Masonry
 ✓ Masonry Sills & Anchors
 ✓ Metal Roofing & Soffits
 ✓ Metal Flashing, Gutters & Downspouts
 ✓ Install Doors
 ✓ Insulate Ceiling

Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
10165	Above Grade Electrical Rough-in	15	96d	11/12/09 A	02/10/10	25
10170	Install & Finish GWB	10	11/12/09 A	11/25/09 A	100	
10180	Install Monorails & Cranes	1	160d	11/12/09 A	01/26/10	50
10190	Grout Channels & Grit Chamber	3	155d	11/12/09 A	01/22/10	50
10235	Install Stairs & Treads	3	11/12/09 A	11/19/09 A	100	
10290	Upper Walls Strip	1	11/12/09 A	11/12/09 A	100	
10295	Backfill Upper Walls	2	11/12/09 A	11/13/09 A	100	
10130	Install Trusses & Roof Sheathing	7	11/13/09 A	11/20/09 A	100	
10200	Install Screens	5	178d	11/13/09 A	01/28/10	50
10155	Install Door Hardware	1	160d	11/16/09 A	01/28/10	50
10225	Install Grating	1	11/16/09 A	11/17/09 A	100	
10185	Painting	5	153d	12/01/09 A	01/28/10	0
10175	Install Utility Water Piping	5	155d	01/26/10	02/01/10	0
10245	Install Handrail	3	178d	01/26/10	01/29/10	0
10250	Install Sampler	1	156d	01/26/10	01/29/10	0
10150	Install Louvers	2	176d	01/26/10	01/29/10	0
10210	Install Grit Chamber Drive	1	156d	01/27/10	01/29/10	0
10220	Install Grit Pump, Classifier & Cyclone	5	170d	01/27/10	02/03/10	0
10300	Install HVAC	5	153d	01/28/10	02/04/10	0
10195	Install 4" Grit Piping	5	170d	02/03/10	02/10/10	0
10205	Pull & Terminate Electrical Power	5	96d	02/10/10	02/17/10	0
10215	Pull & Terminate Electrical Controls	5	139d	02/17/10	02/24/10	0
10699	Area Substantially Complete	0	139d	02/24/10	02/24/10	0
Dewatering Building Construction						
11000	Dewatering Building Construction	148	178d	06/24/09 A	01/29/10	96
11005	Footing Forms	4	06/24/09 A	06/29/09 A	100	
11010	Footing Reinforcement	3	06/24/09 A	06/29/09 A	100	
11015	Footing Pour	1	06/24/09 A	06/29/09 A	100	
11020	Footing Forms Strip	2	09/08/09 A	09/09/09 A	100	
11025	Foundation Wall Forms	7	09/08/09 A	09/16/09 A	100	
11035	Foundation Walls Pour	1	09/08/09 A	09/09/09 A	100	
11040	Foundation Walls Strip	3	09/08/09 A	09/10/09 A	100	
11043	Install Underslab Piping & Electrical	17	09/08/09 A	09/30/09 A	100	
11045	Form, Reinforce & Pour Trench Drains & Sumps	10	09/08/09 A	09/21/09 A	100	
11050	Slab Forms	4	09/08/09 A	09/11/09 A	100	
11055	Slab Reinforcement	3	09/08/09 A	09/10/09 A	100	
11060	Slab Pour	1	09/08/09 A	09/09/09 A	100	
11065	Slab Forms Strip	2	09/08/09 A	09/09/09 A	100	
11070	Slab Subgrade Preparation	3	09/08/09 A	09/10/09 A	100	
11075	Masonry	25	09/08/09 A	12/16/09 A	100	
11030	Foundation Walls Reinforcement	4	09/10/09 A	09/15/09 A	100	
11042	Foundation Backfill	5	09/10/09 A	09/16/09 A	100	
11060	Masonry Sills & Anchors	4	11/12/09 A	11/17/09 A	100	
11090	Install Trusses & Roof Sheathing	10	11/12/09 A	01/29/10	100	
11095	Install Metal Roofing & Soffits	10	11/12/09 A	11/25/09 A	100	
11100	Install Flashing, Gutters & Downspouts	5	11/12/09 A	11/18/09 A	100	
11105	Install Doors	7	11/12/09 A	11/20/09 A	100	
11125	Install Interior Walls	4	11/12/09 A	11/17/09 A	100	
11130	Install & Finish GWB	10	11/12/09 A	11/25/09 A	100	
11135	Install Ceiling Insulation	2	11/12/09 A	11/13/09 A	100	
11140	Install Centrifuge	3	11/12/09 A	11/16/09 A	100	
11150	Install Conveyor	3	11/12/09 A	11/16/09 A	100	
11155	Sludge Feed & Vent Piping	5	11/12/09 A	11/18/09 A	100	
11160	Install Polymer Feed System	7	11/12/09 A	11/20/09 A	100	
11165	Install Potable Water to Polymer System	5	11/12/09 A	11/18/09 A	100	
11175	Install Plumbing Fixtures	3	178d	11/12/09 A	01/28/10	25
11180	HVAC Rough-in	5	11/12/09 A	11/18/09 A	100	

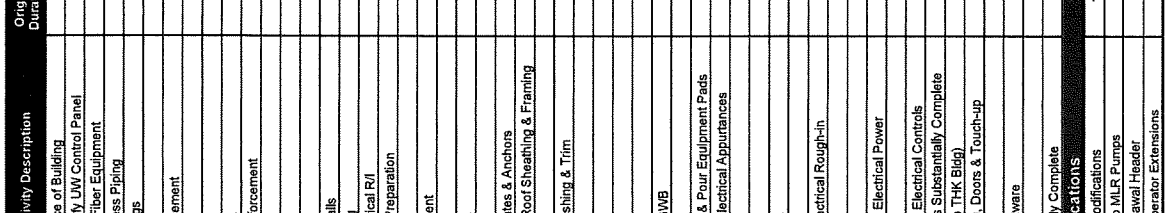
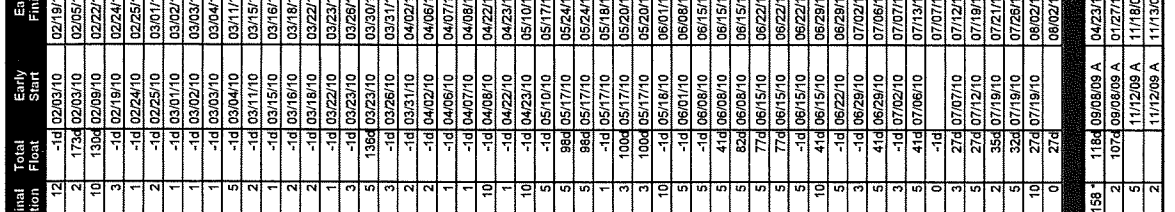
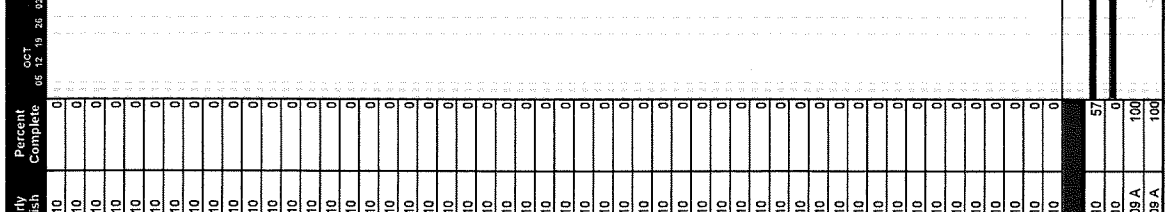
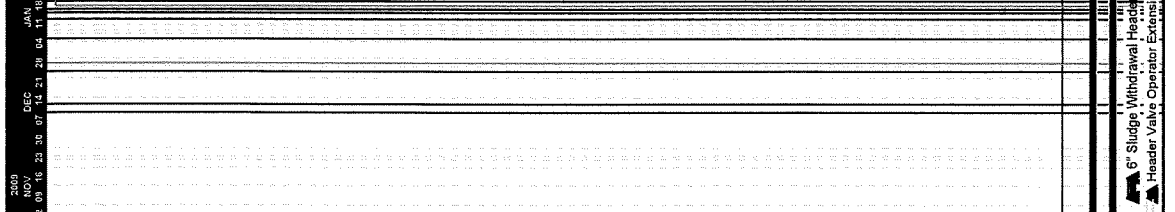
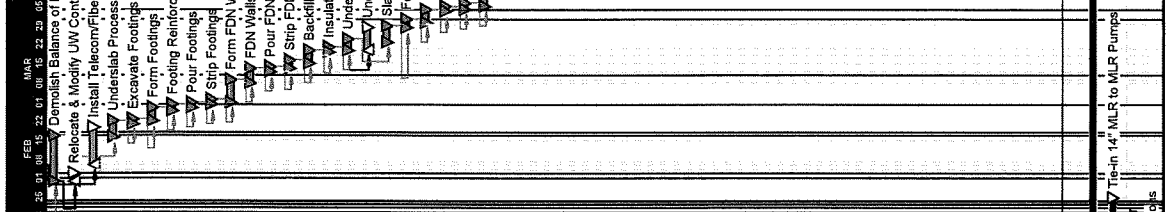
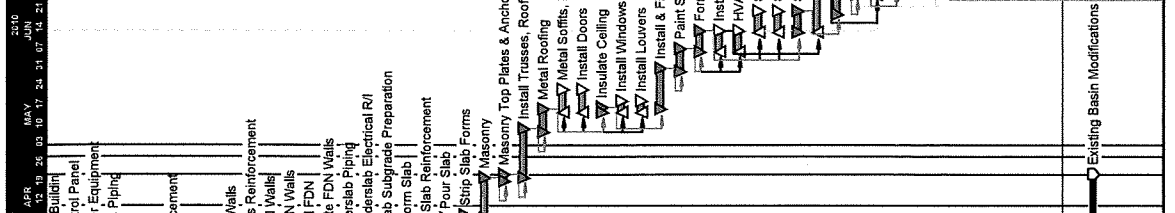
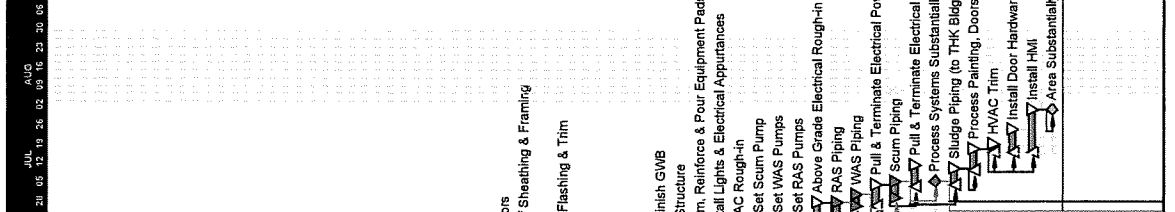
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JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC
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Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
11185	Paint Piping & Misc.	3	3d	11/12/09 A	01/26/10	90
11190	Above Grade Electrical Rough-in	10		11/12/09 A	11/25/09 A	100
11195	Pull & Terminate Electrical Power	7	2d	11/12/09 A	01/26/10	90
11205	CMU Interior Paint	7		11/20/09 A	11/20/09 A	100
11200	Pull & Terminate Electrical Controls	5	-1d	11/12/09 A	01/26/10	90
11170	Install Louvers	3	180d	11/16/09 A	01/27/10	50
11170	Install Peabole Water	7	1d	11/16/09 A	01/27/10	75
11145	Paint Structure	5	182d	12/16/09 A	01/26/10	90
11120	Install Support Beams	2	12/28/09 A	12/29/09 A	01/26/10	100
11115	Install Windows	2	179d	01/26/10	01/27/10	0
11989	Area Substantially Complete	0	1d		01/27/10	0
Odor Control						
12000	Odor Control	74	155d	11/12/09 A	03/03/10	8
12005	Odor Control Slab Subgrade Preparation	1	141d	11/12/09 A	01/26/10	50
12012	Underslab Electrical Rough-in & Drains	2	11/12/09 A	11/13/09 A	01/26/10	100
12007	Odor Control Slab Forms	1	141d	01/26/10	01/27/10	0
12015	Odor Control Slab Reinforcement	1	141d	01/27/10	01/28/10	0
12015	Odor Control Slab Pour	1	141d	01/28/10	01/29/10	0
12020	Odor Control Slab Strip	1	141d	02/01/10	02/01/10	0
12030	Install Odor Control Equipment	5	141d	02/01/10	02/08/10	0
12017	Above Grade Electrical Rough-in	5	163d	02/08/10	02/15/10	0
12022	Pull & Terminate Electrical Power	2	163d	02/15/10	02/17/10	0
12027	Pull & Terminate Electrical Controls	2	163d	02/17/10	02/19/10	0
12040	Install FRP Ductwork	10	134d	02/17/10	03/03/10	0
12999	Area Substantially Complete	0	134d		03/03/10	0
RASWAS Building Modifications						
13000	RASWAS Building Modifications	302	46d	05/22/09 A	09/02/10	53
13010	Temp. Support Ex. Electrical Services	5	05/22/09 A	05/22/09 A	05/22/09 A	100
13005	Demo Existing Control Bldg from Elect. Rm East	20	07/09/09 A	07/31/09 A	07/31/09 A	100
13012	New Electrical Room Underslab Rough-in	20	09/01/09 A	11/25/09 A	11/25/09 A	100
13020	Form New Elect. Rm Footings	1	09/08/09 A	09/08/09 A	09/08/09 A	100
13025	Elect. Rm. Footings Reinforcement	1	09/08/09 A	09/08/09 A	09/08/09 A	100
13030	Pour Elect. Room Footings	1	09/08/09 A	09/08/09 A	09/08/09 A	100
13035	Strip Elect. Rm. Footings	1	11/12/09 A	11/12/09 A	11/12/09 A	100
13040	Pour Elect. Rm. FDN Walls	5	11/12/09 A	11/18/09 A	11/18/09 A	100
13045	Elect. Rm FDN Wall Reinforcement	2	11/12/09 A	11/13/09 A	11/13/09 A	100
13050	Pour Elect. Rm. FDN Walls	1	11/12/09 A	11/12/09 A	11/12/09 A	100
13055	Elect Rm. Masonry Walls	5	11/12/09 A	11/18/09 A	11/18/09 A	100
13060	Elect Rm. Wall Top Plates	1	11/12/09 A	11/12/09 A	11/12/09 A	100
13065	Install Elect. Rm. Trusses & Sheathing	3	11/12/09 A	11/12/09 A	11/12/09 A	100
13070	Elect. Rm. Roofing OR Temp. Roofing	2	11/12/09 A	11/13/09 A	11/13/09 A	100
13080	Underslab SL Piping (to DEW Bldg from Dig)	5	11/12/09 A	11/18/09 A	11/18/09 A	100
13085	Form & Pour SL Pump Pads	10	11/12/09 A	11/25/09 A	11/25/09 A	100
13240	Set Sludge Pumps	5	11/12/09 A	11/18/09 A	11/25/09 A	100
13325	Tie-in SL from Digesters to SL Pumps	1	11/12/09 A	11/12/09 A	11/12/09 A	100
13500	Electrical Gear Installation	67	130d	11/12/09 A	02/22/10	76
13510	Install Service Gear	10	11/12/09 A	11/25/09 A	11/25/09 A	100
13515	Install ATS	10	11/12/09 A	11/25/09 A	11/25/09 A	100
13520	Install Main Power Distribution Equipment	10	11/12/09 A	11/25/09 A	11/25/09 A	100
13525	Install Primary Distribution Panels	10	11/12/09 A	11/25/09 A	11/25/09 A	100
13530	Install Transformers	10	11/12/09 A	11/25/09 A	11/25/09 A	100
13535	Install MCC's/VFD's	12	11/12/09 A	12/01/09 A	12/01/09 A	100
13560	CMU Electrical Room Interior Paint	3	11/13/09 A	11/20/09 A	11/20/09 A	100
13075	Form & Pour Electrical Equipment Pads	5	11/13/09 A	11/20/09 A	11/20/09 A	100
13320	Power (temp) to SL Pumps	1	11/23/09 A	11/23/09 A	11/23/09 A	100
13015	Excavate New Elect. Rm Footings	1	11/23/09 A	11/23/09 A	11/23/09 A	100
13540	Install PCP-100	10	130d	01/26/10	02/08/10	0

RASWAS Building Modifications

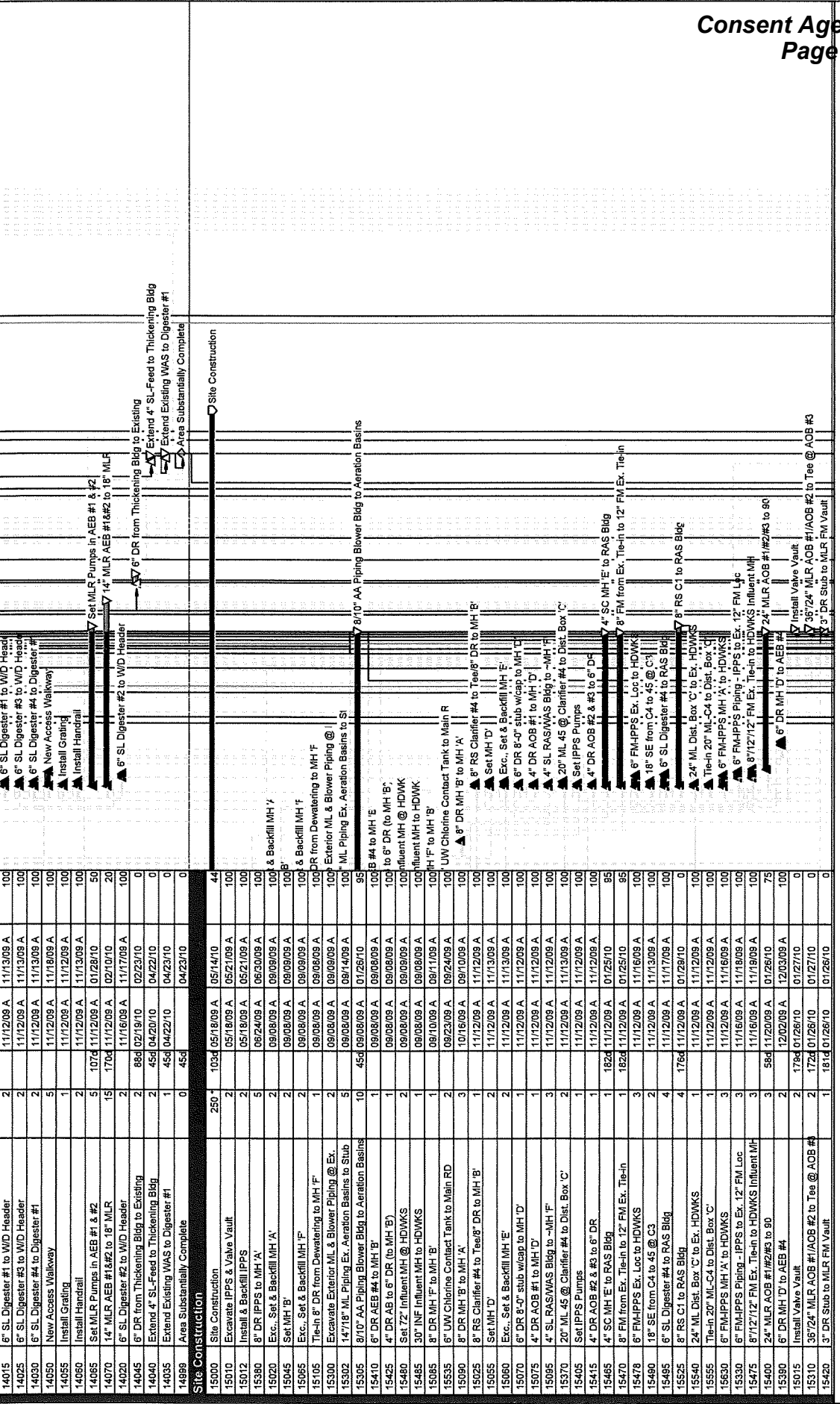
Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
13100	Demolish Balance of Building	12	-1d	02/03/10	02/19/10	0
13101	Relocate & Modify UW Control Panel	2	173d	02/03/10	02/05/10	0
13105	Install Telecom/Fiber Equipment	10	130d	02/09/10	02/22/10	0
13107	Under Slab Process Piping	3	-1d	02/19/10	02/24/10	0
13110	Excavate Footings	1	-1d	02/24/10	02/25/10	0
13115	Form Footings	2	-1d	02/25/10	03/01/10	0
13120	Pour Footings	1	-1d	03/01/10	03/02/10	0
13125	Strip Footings	1	-1d	03/02/10	03/03/10	0
13130	Form FDN Walls	5	-1d	03/04/10	03/11/10	0
13135	FDN Walls Reinforcement	2	-1d	03/11/10	03/15/10	0
13140	Pour FDN Walls	1	-1d	03/15/10	03/16/10	0
13145	Strip FDN Walls	2	-1d	03/16/10	03/18/10	0
13150	Backfill FDN	2	-1d	03/18/10	03/22/10	0
13152	Insulate FDN Walls	3	-1d	03/22/10	03/23/10	0
13155	Under Slab Piping	5	-1d	03/23/10	03/28/10	0
13157	Under Slab Electrical RI	5	136d	03/23/10	03/30/10	0
13160	Slab Subgrade Preparation	3	-1d	03/28/10	03/31/10	0
13165	Form Slab	2	-1d	03/31/10	04/02/10	0
13170	Slab Reinforcement	2	-1d	04/02/10	04/06/10	0
13175	Pour Slab	1	-1d	04/06/10	04/07/10	0
13180	Strip Slab Forms	1	-1d	04/07/10	04/08/10	0
13185	Masonry	10	-1d	04/08/10	04/22/10	0
13190	Masonry Top Plates & Anchors	1	-1d	04/22/10	04/23/10	0
13195	Install Trusses, Roof Sheathing & Framing	10	-1d	04/23/10	05/10/10	0
13200	Metal Roofing	5	-1d	05/10/10	05/17/10	0
13205	Metal Soffits, Flashing & Trim	5	96d	05/17/10	05/24/10	0
13210	Install Doors	5	96d	05/17/10	05/24/10	0
13215	Insulate Ceiling	1	-1d	05/17/10	05/18/10	0
13225	Install Windows	3	100d	05/17/10	05/20/10	0
13280	Install Louvers	3	100d	05/17/10	05/20/10	0
13220	Install & Finish GWB	10	-1d	05/18/10	05/01/10	0
13225	Paint Structure	5	-1d	06/01/10	06/08/10	0
13265	Form, Reinforce & Pour Equipment Pads	5	-1d	06/08/10	06/15/10	0
13285	HVAC Rough-in	5	82d	06/08/10	06/15/10	0
13290	Set Scum Pump	5	77d	06/15/10	06/22/10	0
13295	Set WAS Pumps	5	77d	06/15/10	06/22/10	0
13255	Set RAS Pumps	5	-1d	06/15/10	06/22/10	0
13270	Above Grade Electrical Rough-in	10	41d	06/15/10	06/29/10	0
13260	RAS Piping	5	-1d	06/22/10	06/29/10	0
13295	WAS Piping	3	-1d	06/29/10	07/02/10	0
13600	Pull & Terminate Electrical Power	5	41d	06/29/10	07/06/10	0
13300	Scum Piping	3	-1d	07/02/10	07/03/10	0
13650	Pull & Terminate Electrical Controls	5	41d	07/06/10	07/13/10	0
13988	Process Systems Substantially Complete	0	-1d	07/07/10	07/07/10	0
13305	Sludge Piping (to THK Bldg)	3	27d	07/12/10	07/12/10	0
13315	Process Painting, Doors & Touch-up	5	27d	07/12/10	07/19/10	0
13280	HVAC Trim	2	35d	07/19/10	07/21/10	0
13310	Install Door Hardware	5	32d	07/19/10	07/26/10	0
13550	Install HMI	10	27d	07/19/10	08/02/10	0
13999	Area Substantially Complete	0	27d	08/02/10	08/02/10	0
Existing Basin Modifications						
14000	Existing Basin Modifications	155	118d	09/05/08 A	04/23/10	57
14075	Tie-in 14" MLR to MLR Pumps	2	107d	09/08/08 A	01/27/10	0
14095	6" Sludge Withdrawal Header	5	11/12/08 A	11/12/08 A	11/12/08 A	100
14010	Header Valve Operator Extensions	2	11/12/08 A	11/13/08 A	11/13/08 A	100



Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
13100	Demolish Balance of Building	12	-1d	02/03/10	02/19/10	0
13101	Relocate & Modify UW Control Panel	2	173d	02/03/10	02/05/10	0
13105	Install Telecom/Fiber Equipment	10	130d	02/09/10	02/22/10	0
13107	Under Slab Process Piping	3	-1d	02/19/10	02/24/10	0
13110	Excavate Footings	1	-1d	02/24/10	02/25/10	0
13115	Form Footings	2	-1d	02/25/10	03/01/10	0
13120	Pour Footings	1	-1d	03/01/10	03/02/10	0
13125	Strip Footings	1	-1d	03/02/10	03/03/10	0
13130	Form FDN Walls	5	-1d	03/04/10	03/11/10	0
13135	FDN Walls Reinforcement	2	-1d	03/11/10	03/15/10	0
13140	Pour FDN Walls	1	-1d	03/15/10	03/16/10	0
13145	Strip FDN Walls	2	-1d	03/16/10	03/18/10	0
13150	Backfill FDN	2	-1d	03/18/10	03/22/10	0
13152	Insulate FDN Walls	3	-1d	03/22/10	03/23/10	0
13155	Under Slab Piping	5	-1d	03/23/10	03/28/10	0
13157	Under Slab Electrical RI	5	136d	03/23/10	03/30/10	0
13160	Slab Subgrade Preparation	3	-1d	03/28/10	03/31/10	0
13165	Form Slab	2	-1d	03/31/10	04/02/10	0
13170	Slab Reinforcement	2	-1d	04/02/10	04/06/10	0
13175	Pour Slab	1	-1d	04/06/10	04/07/10	0
13180	Strip Slab Forms	1	-1d	04/07/10	04/08/10	0
13185	Masonry	10	-1d	04/08/10	04/22/10	0
13190	Masonry Top Plates & Anchors	1	-1d	04/22/10	04/23/10	0
13195	Install Trusses, Roof Sheathing & Framing	10	-1d	04/23/10	05/10/10	0
13200	Metal Roofing	5	-1d	05/10/10	05/17/10	0
13205	Metal Soffits, Flashing & Trim	5	96d	05/17/10	05/24/10	0
13210	Install Doors	5	96d	05/17/10	05/24/10	0
13215	Insulate Ceiling	1	-1d	05/17/10	05/18/10	0
13225	Install Windows	3	100d	05/17/10	05/20/10	0
13280	Install Louvers	3	100d	05/17/10	05/20/10	0
13220	Install & Finish GWB	10	-1d	05/18/10	05/01/10	0
13225	Paint Structure	5	-1d	06/01/10	06/08/10	0
13265	Form, Reinforce & Pour Equipment Pads	5	-1d	06/08/10	06/15/10	0
13285	HVAC Rough-in	5	82d	06/08/10	06/15/10	0
13290	Set Scum Pump	5	77d	06/15/10	06/22/10	0
13295	Set WAS Pumps	5	77d	06/15/10	06/22/10	0
13255	Set RAS Pumps	5	-1d	06/15/10	06/22/10	0
13270	Above Grade Electrical Rough-in	10	41d	06/15/10	06/29/10	0
13260	RAS Piping	5	-1d	06/22/10	06/29/10	0
13295	WAS Piping	3	-1d	06/29/10	07/02/10	0
13600	Pull & Terminate Electrical Power	5	41d	06/29/10	07/06/10	0
13300	Scum Piping	3	-1d	07/02/10	07/03/10	0
13650	Pull & Terminate Electrical Controls	5	41d	07/06/10	07/13/10	0
13988	Process Systems Substantially Complete	0	-1d	07/07/10	07/07/10	0
13305	Sludge Piping (to THK Bldg)	3	27d	07/12/10	07/12/10	0
13315	Process Painting, Doors & Touch-up	5	27d	07/12/10	07/19/10	0
13280	HVAC Trim	2	35d	07/19/10	07/21/10	0
13310	Install Door Hardware	5	32d	07/19/10	07/26/10	0
13550	Install HMI	10	27d	07/19/10	08/02/10	0
13999	Area Substantially Complete	0	27d	08/02/10	08/02/10	0
Existing Basin Modifications						
14000	Existing Basin Modifications	155	118d	09/05/08 A	04/23/10	57
14075	Tie-in 14" MLR to MLR Pumps	2	107d	09/08/08 A	01/27/10	0
14095	6" Sludge Withdrawal Header	5	11/12/08 A	11/12/08 A	11/12/08 A	100
14010	Header Valve Operator Extensions	2	11/12/08 A	11/13/08 A	11/13/08 A	100

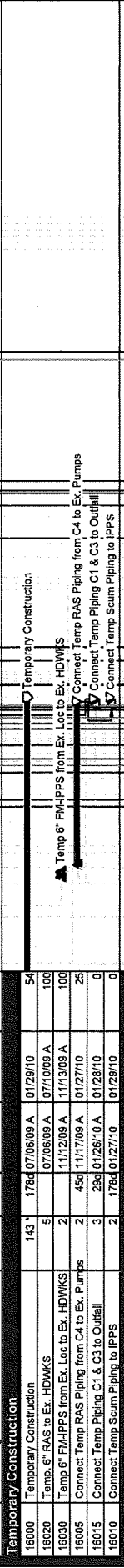
Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
14015	6" SL Digester #1 to W/D Header	2	0	11/12/09 A	11/13/09 A	100
14025	6" SL Digester #3 to W/D Header	2	0	11/12/09 A	11/13/09 A	100
14030	6" SL Digester #4 to Digester #1	2	0	11/12/09 A	11/13/09 A	100
14050	New Access Walkway	5	0	11/12/09 A	11/18/09 A	100
14055	Install Grating	1	0	11/12/09 A	11/12/09 A	100
14060	Install Handrail	1	0	11/12/09 A	11/12/09 A	100
14065	Set MLR Pumps in AEB #1 & #2	5	107d	11/12/09 A	01/28/10	50
14070	14" MLR AEB #1 to 18" MLR	15	176d	11/12/09 A	02/10/10	20
14020	6" SL Digester #2 to W/D Header	2	0	11/16/09 A	11/17/09 A	100
14045	6" DR from Thickening Bldg to Existing	2	88d	02/19/10	02/23/10	0
14040	Extend 4" SL-Feed to Thickening Bldg	2	45d	04/20/10	04/22/10	0
14035	Extend Existing WAS to Digester #1	1	45d	04/22/10	04/23/10	0
14899	Area Substantially Complete	0	45d		04/23/10	0
Site Construction						
15000	Site Construction	250*	103d	05/18/09 A	05/14/10	44
15010	Excavate IPPS & Valve Vault	2	0	05/18/09 A	05/21/09 A	100
15012	Install & Backfill IPPS	2	0	05/18/09 A	05/21/09 A	100
15380	8" DR IPPS to MH 'A'	5	0	06/24/09 A	06/30/09 A	100
15020	Exc. Set & Backfill MH 'A'	2	0	09/09/09 A	09/09/09 A	100
15045	Set MH 'B'	2	0	09/09/09 A	09/09/09 A	100
15065	Exc. Set & Backfill MH 'F'	2	0	09/09/09 A	09/09/09 A	100
15105	Tie-in 8" DR from Dewatering to MH 'F'	1	0	09/09/09 A	09/09/09 A	100
15300	Excavate Exterior ML & Blower Piping @ Ex.	2	0	09/09/09 A	09/09/09 A	100
15302	14"18" ML Piping Ex. Aeration Basins to Sub	5	0	09/09/09 A	08/14/09 A	100
15305	8"10" AA Piping Blower Bldg to Aeration Basins	10	45d	09/09/09 A	01/28/10	95
15410	8" DR AEB #4 to MH 'B'	1	0	09/09/09 A	09/09/09 A	100
15425	4" DR AB to 6" DR (to MH 'B')	1	0	09/09/09 A	09/09/09 A	100
15480	Set 72" Influent MH @ HDWKS	2	0	09/09/09 A	09/09/09 A	100
15485	30" INF Influent MH to HDWKS	1	0	09/09/09 A	09/09/09 A	100
15085	8" DR MH 'F' to MH 'B'	1	0	09/10/09 A	09/10/09 A	100
15535	6" UW Chlorine Contact Tank to Main RD	2	0	09/23/09 A	09/24/09 A	100
15090	8" DR MH 'B' to MH 'A'	3	0	10/16/09 A	09/10/09 A	100
15025	8" RS Clarifier #4 to Tee@ DR to MH 'B'	1	0	11/12/09 A	11/12/09 A	100
15055	Set MH 'D'	2	0	11/12/09 A	11/13/09 A	100
15060	Exc. Set & Backfill MH 'E'	2	0	11/12/09 A	11/13/09 A	100
15070	6" DR 8-0" stub w/cap to MH 'D'	1	0	11/12/09 A	11/12/09 A	100
15075	4" DR AOB #1 to MH 'D'	1	0	11/12/09 A	11/12/09 A	100
15095	4" SL RAS/WAS Bldg to -MH 'F'	3	0	11/12/09 A	11/12/09 A	100
15370	20" ML 45 @ Clarifier #4 to Dist. Box 'C'	2	0	11/12/09 A	11/13/09 A	100
15405	Set IPPS Pumps	1	0	11/12/09 A	11/12/09 A	100
15415	4" DR AOB #2 & #3 to 6" DR	1	0	11/12/09 A	11/12/09 A	100
15465	4" SC MH 'E' to RAS Bldg	1	182d	11/12/09 A	01/25/10	85
15470	8" FM from Ex. Tie-in to 12" FM Ex. Tie-in	1	182d	11/12/09 A	01/25/10	85
15478	6" FM-PPS Ex. Loc to HDWKS	3	0	11/12/09 A	11/16/09 A	100
15480	18" SE from C4 to 45 @ C3	1	0	11/12/09 A	11/13/09 A	100
15485	6" SL Digester #4 to RAS Bldg	4	0	11/12/09 A	11/17/09 A	100
15525	8" RS C1 to RAS Bldg	4	176d	11/12/09 A	01/28/10	0
15540	24" ML Dist. Box 'C' to Ex. HDWKS	1	0	11/12/09 A	11/12/09 A	100
15555	Tie-in 20" ML-C4 to Dist. Box 'C'	1	0	11/12/09 A	11/12/09 A	100
15630	6" FM-PPS MH 'A' to HDWKS	3	0	11/12/09 A	11/16/09 A	100
15330	6" FM-PPS Piping - IPPS to Ex. 12" FM Loc	3	0	11/12/09 A	11/16/09 A	100
15475	8"12"12" FM Ex. Tie-in to HDWKS Influent MH	3	0	11/16/09 A	11/16/09 A	100
15400	24" MLR AOB #1/2/3 to 90	3	58d	11/20/09 A	01/28/10	75
15380	6" DR MH 'D' to AEB #4	2	0	12/02/09 A	12/03/09 A	100
15015	Install Valve Vault	2	179d	01/26/10	01/27/10	0
15310	36"72" MLR AOB #1/2 to Tee @ AOB #3	2	172d	01/26/10	01/27/10	0
15420	3" DR Stub to MLR FM Vault	1	181d	01/26/10	01/26/10	0

2010
JAN
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Site Construction

Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
15605	6" DR Digester #4 to IPPS	1	181d	01/28/10	01/28/10	0
15430	16" RAS AOB #1/#2/#3 to 24" MLR @ AEB #4	3	58d	01/28/10	01/29/10	0
15500	Exc. Set & Backfill MH 'C'	2	172d	01/28/10	01/29/10	0
15545	24" ML Tie-in across Ex. HDWKS	1	85d	01/28/10	01/29/10	0
15580	Remove Existing 18" SE	1	29d	01/29/10	01/29/10	0
15550	12" MLR AEB #3 to tee	1	85d	01/29/10	02/01/10	0
15100	16" RAS - 24" MLR to Tie-in @ Ex. HDWKS	2	58d	01/29/10	02/02/10	0
15080	6" Scum AOB's to MH 'C'	2	173d	02/01/10	02/02/10	0
15530	8" RS C2 to RAS Bldg	1	178d	02/01/10	02/01/10	0
15590	12" Upsize to 18" Chlorine Tank Molds	5	28d	02/01/10	02/05/10	0
15610	4" SC C1 to RAS Bldg	1	176d	02/02/10	02/02/10	0
15595	24" SE w/Outfall Mod. & Tie-in 18" SE from C4	5	28d	02/08/10	02/12/10	0
15625	4" SL RAS Bldg to Dewatering Bldg	3	02/10/10 A	02/10/10 A	02/12/10 A	100
15595	16" Upsize to 24" OF Molds	2	28d	02/15/10	02/16/10	0
15360	24" GCE - HDWKS to AOB #3/#2/#1	4	84d	02/16/10	02/22/10	0
15600	24" OF Tie-in	1	29d	02/17/10	02/17/10	0
15615	Install Site Storm System	5	63d	03/02/10	03/09/10	0
15500	SITE SURFACES	37	57d	03/16/10	05/07/10	0
15505	Gravel & Paved Surface Subgrade Preparation	5	57d	03/16/10	03/23/10	0
15510	Sidewalks	30	57d	03/23/10	05/04/10	0
15435	36" MLR Tee @ AOB #3 to Dist. Box 'B'	1	86d	03/24/10	03/24/10	0
15395	18" ML AEB#4 to Distribution Box 'B'	2	87d	03/25/10	03/26/10	0
15440	Set MLR FM MH & Valve Vault	2	86d	03/29/10	03/30/10	0
15445	Tie-in 3" DR @ MLR FM MH	1	88d	03/29/10	03/29/10	0
15455	24" MLR 90 to Ex. HDWKS	2	88d	03/30/10	03/31/10	0
15460	12" MLR Piping 24" MLR to AEB #4	1	88d	04/01/10	04/01/10	0
15385	24" ML-AEB #4 to Ex. HDWKS	1	87d	04/02/10	04/02/10	0
15385	4" Scum MH 'C' to Main Road	2	87d	04/05/10	04/06/10	0
15460	4" Utility Water Thickener Bldg to Main Road	2	88d	04/05/10	04/06/10	0
15303	14" 7/8" ML Piping Stub AEB #1-3 to DBB	3	87d	04/07/10	04/08/10	0
15308	6" 7/8" AA AEB #4 to Stub	2	88d	04/12/10	04/13/10	0
15620	4" Scum RAS Bldg to MH 'C'	3	121d	04/16/10	04/20/10	0
15515	Paved Surfaces	2	57d	05/04/10	05/07/10	0
15520	Site Fencing & Gate	5	82d	05/07/10	05/14/10	0

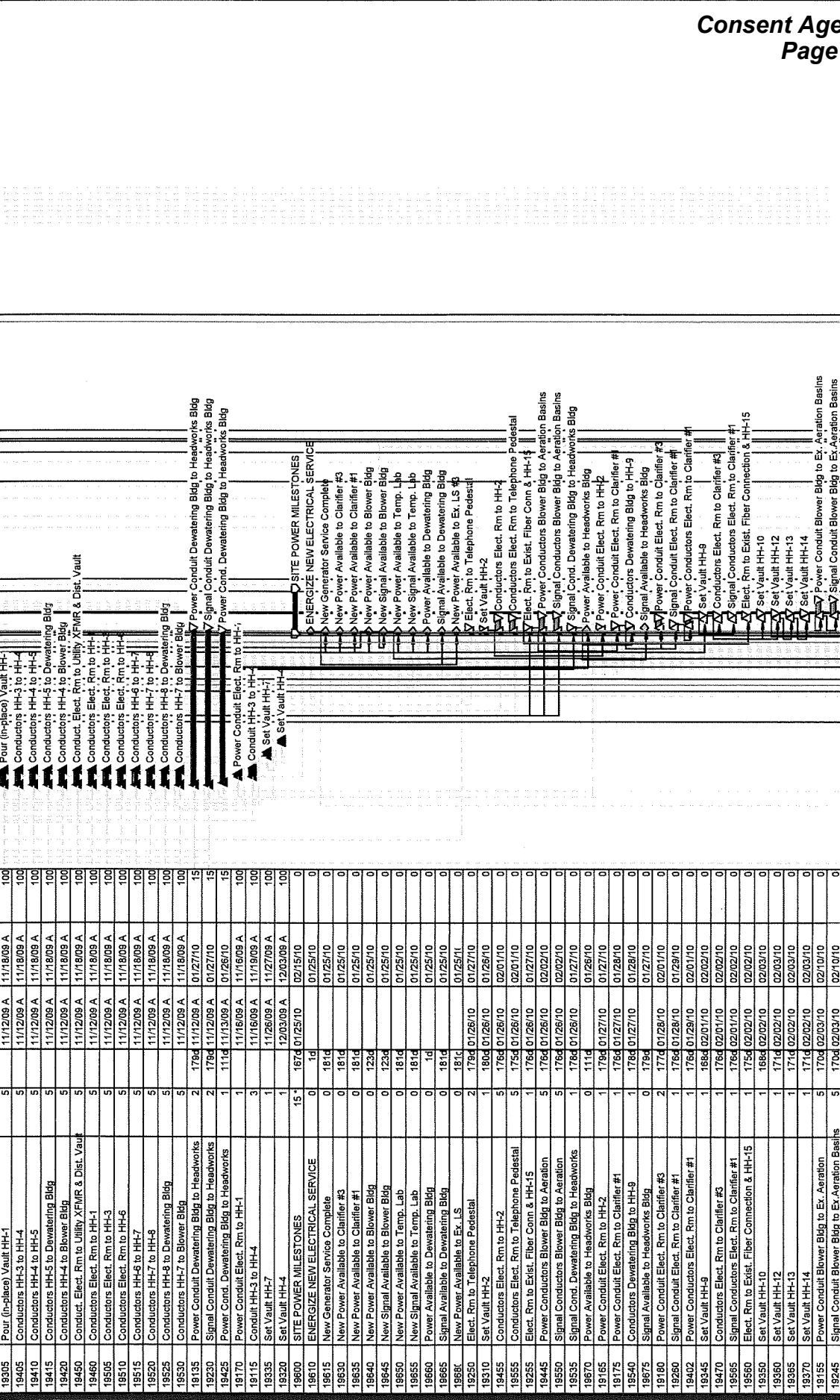


Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
16000	Temporary Construction	143	178d	07/06/09 A	01/29/10	54
16020	Temp. 6" RAS to Ex. HDWKS	5	07/06/09 A	07/10/09 A	100	
16030	Temp. 6" FM-IPPS from Ex. Loc to Ex. HDWKS	2	11/12/09 A	11/13/09 A	100	
16005	Connect Temp RAS Piping from C4 to Ex. Pumps	2	45d	11/17/09 A	01/27/10	25
16015	Connect Temp Piping C1 & C3 to Outfall	3	29d	01/28/10 A	01/28/10	0
16010	Connect Temp Scum Piping to IPPS	2	178d	01/27/10	01/29/10	0

Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
19000	Site Electrical Construction	115	157d	09/11/09 A	02/26/10	59
19125	Power Conduit HH-5 to Dewatering Bldg	2	09/11/09 A	09/14/09 A	100	
19220	Signal Conduit HH-8 to Dewatering Bldg	1	09/11/09 A	09/14/09 A	100	
19325	Set Vault HH-5	1	10/15/09 A	10/16/09 A	100	
19330	Set Vault HH-6	1	10/15/09 A	10/16/09 A	100	
19340	Set Vault HH-8	1	10/16/09 A	10/16/09 A	100	
19315	Set Vault HH-3	1	10/23/09 A	10/26/09 A	100	
19110	Power Conduit Elect. Rm to HH-3	3	10/26/09 A	11/12/09 A	100	
19225	Signal Conduit Elect. Rm to HH-6	3	10/26/09 A	11/12/09 A	100	
19120	Conduit HH-4 to HH-5	3	11/12/09 A	11/19/09 A	100	
19130	HH-4 to Blower Bldg	3	11/12/09 A	11/16/09 A	100	
19160	Elect. Rm to Utility XFMR & Dist. Vault	2	11/12/09 A	11/13/09 A	100	
19210	Conduit HH-6 to HH-7	3	11/12/09 A	11/16/09 A	100	
19215	Conduit HH-7 to HH-8	3	11/12/09 A	11/16/09 A	100	
19225	HH-7 to Blower Bldg	3	11/12/09 A	11/16/09 A	100	

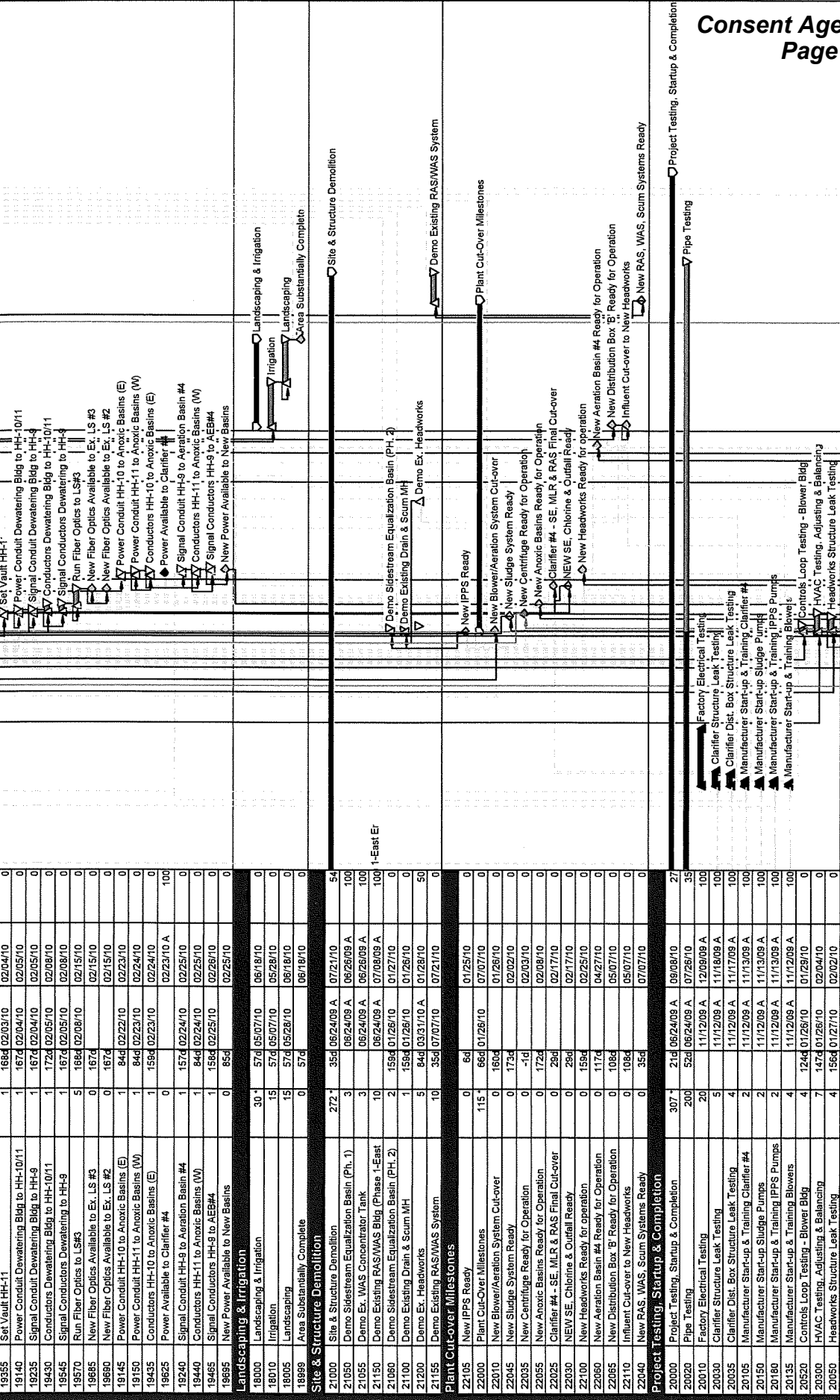
Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
19305	Pour (in-place) Vault HH-1	5	11/12/09 A	11/18/09 A	100	
19405	Conductors HH-3 to HH-4	5	11/12/09 A	11/18/09 A	100	
19410	Conductors HH-4 to HH-5	5	11/12/09 A	11/18/09 A	100	
19415	Conductors HH-5 to Dewatering Bldg	5	11/12/09 A	11/18/09 A	100	
19420	Conductors HH-4 to Blower Bldg	5	11/12/09 A	11/18/09 A	100	
19430	Conduct. Elect. Rm to Utility XFMR & Dist. Vault	5	11/12/09 A	11/18/09 A	100	
19450	Conductors Elect. Rm to HH-1	5	11/12/09 A	11/18/09 A	100	
19505	Conductors Elect. Rm to HH-3	5	11/12/09 A	11/18/09 A	100	
19510	Conductors Elect. Rm to HH-6	5	11/12/09 A	11/18/09 A	100	
19515	Conductors HH-8 to HH-7	5	11/12/09 A	11/18/09 A	100	
19520	Conductors HH-7 to HH-8	5	11/12/09 A	11/18/09 A	100	
19525	Conductors HH-8 to Dewatering Bldg	5	11/12/09 A	11/18/09 A	100	
19530	Conductors HH-7 to Blower Bldg	5	11/12/09 A	11/18/09 A	100	
19135	Power Conduit Dewatering Bldg to Headworks	2	178d 11/12/09 A	01/27/10	15	
19230	Signal Conduit Dewatering Bldg to Headworks	2	178d 11/12/09 A	01/27/10	15	
19425	Power Cond. Dewatering Bldg to Headworks	1	111d 11/13/09 A	01/26/10	15	
19170	Power Conduit Elect. Rm to HH-1	1	11/16/09 A	11/16/09 A	100	
19115	Conduit HH-3 to HH-4	3	11/16/09 A	11/16/09 A	100	
19335	Set Vault HH-7	1	11/26/09 A	11/27/09 A	100	
19320	Set Vault HH-4	1	12/03/09 A	12/03/09 A	100	
19600	SITE POWER MILESTONES	15*	167d 01/25/10	02/15/10	0	
19610	ENERGIZE NEW ELECTRICAL SERVICE	0	1d	01/25/10	0	
19515	New Generator Service Complete	0	181d	01/25/10	0	
19630	New Power Available to Clarifier #3	0	181d	01/25/10	0	
19635	New Power Available to Clarifier #1	0	181d	01/25/10	0	
19640	New Power Available to Blower Bldg	0	123d	01/25/10	0	
19645	New Signal Available to Blower Bldg	0	123d	01/25/10	0	
19650	New Power Available to Temp. Lab	0	181d	01/25/10	0	
19655	New Signal Available to Temp. Lab	0	181d	01/25/10	0	
19660	Power Available to Dewatering Bldg	0	1d	01/25/10	0	
19665	Signal Available to Dewatering Bldg	0	181d	01/25/10	0	
19668	New Power Available to Ex. LS	0	181c	01/25/10	0	
19250	Elect. Rm to Telephone Pedestal	2	178d 01/26/10	01/27/10	0	
19310	Set Vault HH-2	1	180d 01/26/10	02/01/10	0	
19455	Conductors Elect. Rm to HH-2	5	176d 01/26/10	02/01/10	0	
19555	Conductors Elect. Rm to Telephone Pedestal	5	175d 01/26/10	02/01/10	0	
19255	Elect. Rm to Exist. Fiber Conn. & HH-15	1	178d 01/26/10	01/27/10	0	
19445	Power Conductors Blower Bldg to Aeration	5	176d 01/26/10	02/02/10	0	
19550	Signal Conductors Blower Bldg to Aeration	5	176d 01/26/10	02/02/10	0	
19535	Signal Cond. Dewatering Bldg to Headworks	1	176d 01/26/10	01/27/10	0	
19670	Power Available to Headworks Bldg	0	111d	01/26/10	0	
19165	Power Conduit Elect. Rm to HH-2	1	178d 01/27/10	01/27/10	0	
19175	Power Conduit Elect. Rm to Clarifier #1	1	178d 01/27/10	01/28/10	0	
19540	Conductors Dewatering Bldg to HH-9	1	178d 01/27/10	01/28/10	0	
19675	Signal Available to Headworks Bldg	0	178d	01/27/10	0	
19180	Power Conduit Elect. Rm to Clarifier #3	2	177d 01/28/10	02/01/10	0	
19260	Signal Conduit Elect. Rm to Clarifier #1	1	176d 01/28/10	01/29/10	0	
19402	Power Conductors Elect. Rm to Clarifier #1	1	176d 01/28/10	02/01/10	0	
19345	Set Vault HH-9	1	168d 02/01/10	02/02/10	0	
19470	Conductors Elect. Rm to Clarifier #3	1	176d 02/01/10	02/02/10	0	
19585	Signal Conductors Elect. Rm to Clarifier #1	1	176d 02/01/10	02/02/10	0	
19560	Elect. Rm to Exist. Fiber Connection & HH-15	1	175d 02/02/10	02/02/10	0	
19350	Set Vault HH-10	1	168d 02/02/10	02/03/10	0	
19360	Set Vault HH-12	1	171d 02/02/10	02/03/10	0	
19385	Set Vault HH-13	1	171d 02/02/10	02/03/10	0	
19370	Set Vault HH-14	1	171d 02/02/10	02/03/10	0	
19155	Power Conduit Blower Bldg to Ex. Aeration	5	170d 02/03/10	02/10/10	0	
19245	Signal Conduit Blower Bldg to Ex. Aeration Basins	5	170d 02/03/10	02/10/10	0	

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 JAN 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
 FEB 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28
 MAR 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
 APR 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
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 JUN 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
 JUL 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
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 NOV 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30
 DEC 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

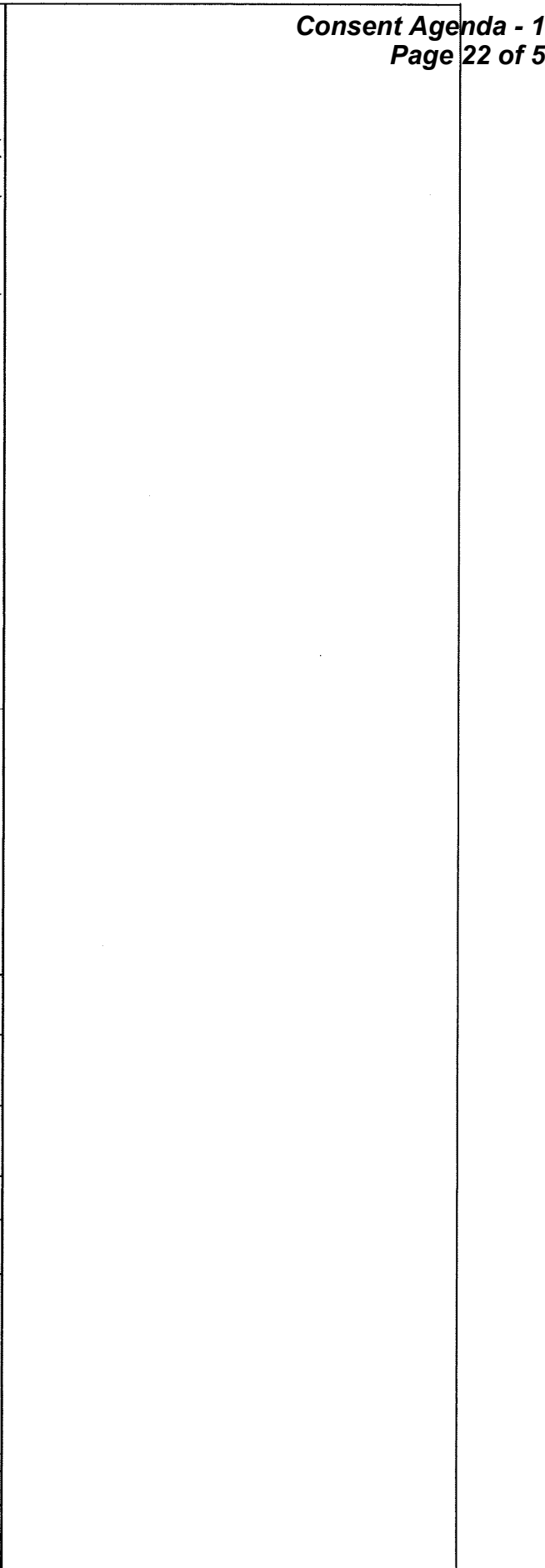


Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
19355	Set Vault HH-11	1	168d	02/04/10	02/04/10	0
19140	Power Conduit Dewatering Bldg to HH-10/11	1	167d	02/04/10	02/05/10	0
19235	Signal Conduit Dewatering Bldg to HH-9	1	167d	02/04/10	02/05/10	0
19430	Conductors Dewatering Bldg to HH-10/11	1	172d	02/05/10	02/08/10	0
19545	Signal Conductors Dewatering to HH-4	1	167d	02/05/10	02/08/10	0
19570	Run Fiber Optics to LS#3	5	168d	02/05/10	02/15/10	0
19685	New Fiber Optics Available to Ex. LS #3	0	167d	02/05/10	02/15/10	0
19690	New Fiber Optics Available to Ex. LS #2	0	167d	02/05/10	02/15/10	0
19145	Power Conduit HH-10 to Anoxic Basins (E)	1	84d	02/23/10	02/23/10	0
19150	Power Conduit HH-11 to Anoxic Basins (W)	1	84d	02/23/10	02/23/10	0
19435	Conductors HH-10 to Anoxic Basins (E)	1	158d	02/23/10	02/24/10	0
19625	Power Available to Clarifier #4	0	85d	02/23/10 A	02/23/10 A	100
19240	Signal Conduit HH-9 to Aeration Basin #4	1	157d	02/24/10	02/25/10	0
19440	Conductors HH-11 to Anoxic Basins (W)	1	84d	02/24/10	02/25/10	0
19465	Signal Conductors HH-9 to AEG#4	1	158d	02/25/10	02/26/10	0
19695	New Power Available to New Basins	0	85d	02/25/10	02/25/10	0
Landscaping & Irrigation						
18000	Landscaping & Irrigation	30	57d	05/07/10	06/18/10	0
18010	Irrigation	15	57d	05/07/10	05/28/10	0
18005	Landscaping	15	57d	05/28/10	06/18/10	0
18999	Area Substantially Complete	0	57d	06/18/10	06/18/10	0
Site & Structure Demolition						
21000	Site & Structure Demolition	272	35d	06/24/09 A	07/21/10	54
21050	Demo Sidestream Equalization Basin (Ph. 1)	3	06/24/09 A	06/26/09 A	06/26/09 A	100
21085	Demo Ex. WAS Concentrator Tank	3	06/24/09 A	06/26/09 A	06/26/09 A	100
21150	Demo Existing RAS/WAS Bldg (Phase 1-East)	10	06/24/09 A	07/09/09 A	07/09/09 A	100
21080	Demo Sidestream Equalization Basin (Ph. 2)	2	459d	01/26/10	01/27/10	0
21100	Demo Existing Drain & Scum MH	1	159d	01/26/10	01/26/10	0
21200	Demo Ex. Headworks	5	84d	03/31/0 A	01/28/10	50
21185	Demo Existing RAS/WAS System	10	35d	07/07/10	07/21/10	0
Plant Cut-over Milestones						
22105	New IPPS Ready	0	6d	01/25/10	01/25/10	0
22000	Plant Cut-over Milestones	115	66d	01/29/10	07/07/10	0
22010	New Blower/Aeration System Cut-over	0	160d	01/26/10	01/26/10	0
22045	New Sludge System Ready	0	173d	02/02/10	02/02/10	0
22035	New Centrifuge Ready for Operation	0	-1d	02/03/10	02/03/10	0
22055	New Anoxic Basins Ready for Operation	0	172d	02/08/10	02/08/10	0
22025	Clarifier #4 - SE, MLR & RAS Final Cut-over	0	28d	02/17/10	02/17/10	0
22030	NEW SE, Chlorine & Outfall Ready	0	28d	02/17/10	02/17/10	0
22100	New Headworks Ready for operation	0	159d	02/25/10	02/25/10	0
22060	New Aeration Basin #4 Ready for Operation	0	117d	04/27/10	04/27/10	0
22085	New Distribution Box 'B' Ready for Operation	0	108d	05/07/10	05/07/10	0
22110	Influent Cut-over to New Headworks	0	108d	05/07/10	05/07/10	0
22040	New RAS, WAS, Scum Systems Ready	0	35d	07/07/10	07/07/10	0
Project Testing, Startup & Completion						
20000	Project Testing, Startup & Completion	307	21d	06/24/09 A	09/08/10	27
20020	Pipe Testing	200	52d	06/24/09 A	07/26/10	35
20010	Factory Electrical Testing	20	12/09/09 A	12/09/09 A	12/09/09 A	100
20030	Clarifier Structure Leak Testing	5	11/12/09 A	11/18/09 A	11/18/09 A	100
20035	Clarifier-Dist. Box Structure Leak Testing	4	11/12/09 A	11/17/09 A	11/17/09 A	100
20105	Manufacturer Start-up & Training Clarifier #4	2	11/12/09 A	11/13/09 A	11/13/09 A	100
20150	Manufacturer Start-up Sludge Pumps	2	11/12/09 A	11/13/09 A	11/13/09 A	100
20180	Manufacturer Start-up & Training IPPS Pumps	2	11/12/09 A	11/13/09 A	11/13/09 A	100
20135	Manufacturer Start-up & Training Blowers	4	11/12/09 A	11/12/09 A	11/12/09 A	100
20520	Controls Loop Testing - Blower Bldg	4	124d	01/29/10	01/29/10	0
20300	HVAC Testing, Adjusting & Balancing	7	147d	01/26/10	02/04/10	0
20050	Headworks Structure Leak Testing	4	156d	01/27/10	02/02/10	0

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Activity ID	Activity Description	Original Duration	Total Float	Early Start	Early Finish	Percent Complete
20155	Manufacturer Start-up & Training Screw	2	-1d	01/27/10	01/29/10	0
20170	Manufacturer Start-up & Training Centrifuge	2	-1d	01/29/10	02/02/10	0
20590	Program Testing - Blower Bldg	3	124d	02/01/10	02/03/10	0
20040	Anoxic Basin Structure Leak Testing	5	151d	02/02/10	02/08/10	0
20175	Manufact Start-up Polymer Feed System (DEW Bldg)	1	-1d	02/02/10	02/02/10	0
20510	Controls Loop Testing - Dewatering Bldg	4	119d	02/03/10	02/09/10	0
20305	HVAC System Commissioning	6	147d	02/04/10	02/12/10	0
20045	Aeration Basin #4 Structure Leak Testing	4	98d	02/09/10	02/12/10	0
20580	Program Testing - Dewatering Bldg	3	118d	02/09/10	02/12/10	0
20120	Manufacturer Start-up & Training Fine Screens	3	96d	02/17/10	02/22/10	0
20125	Manufact Start-up & Training Grit Chamber Drive	1	96d	02/22/10	02/23/10	0
20130	Man. Start-up Grit Pump, Classifier & Cyclone	2	96d	02/23/10	02/25/10	0
20505	Controls Loop Testing - Headworks	6	97d	02/25/10	03/05/10	0
20140	Manufacturer Start-up & Training Aeration	3	84d	02/25/10	03/02/10	0
20145	Manufacturer Start-up & Training Floating Mixers	1	86d	02/25/10	02/28/10	0
20195	Manufact Start-up & Training Odor Control System	4	152d	03/03/10	03/09/10	0
20575	Program Testing - Headworks	6	97d	03/05/10	03/15/10	0
20185	Manufacturer Start-up & Training MLR Pumps	2	46d	04/23/10	04/27/10	0
20500	Controls Loop Testing - Site	10	46d	04/27/10	05/11/10	0
20185	Manufacturer Start-up & Training Thickener	2	53d	05/04/10	05/07/10	0
20160	Manufact Start-up Polymer Feed System (THK)	2	86d	05/07/10	05/11/10	0
20515	Controls Loop Testing - Thickener Bldg	2	53d	05/07/10	05/11/10	0
20570	Program Testing - Site	10	46d	05/11/10	05/25/10	0
20585	Program Testing - Thickener Bldg	3	53d	05/11/10	05/14/10	0
20110	Manufacturer Start-up & Training RAS Pumps	2	-1d	07/07/10	07/09/10	0
20115	Manufacturer Start-up Rotary Lobe Pumps (WAS)	2	-1d	07/07/10	07/09/10	0
20525	Controls Loop Testing - RAS/Elect. Bldg	5	-1d	07/09/10	07/16/10	0
20595	Program Testing - RAS/Elect. Bldg	3	-1d	07/16/10	07/21/10	0
20600	Program Testing - Overall	5	-1d	07/21/10	07/28/10	0
20900	30-Day Operational Test	30	-1d	07/28/10	08/08/10	0



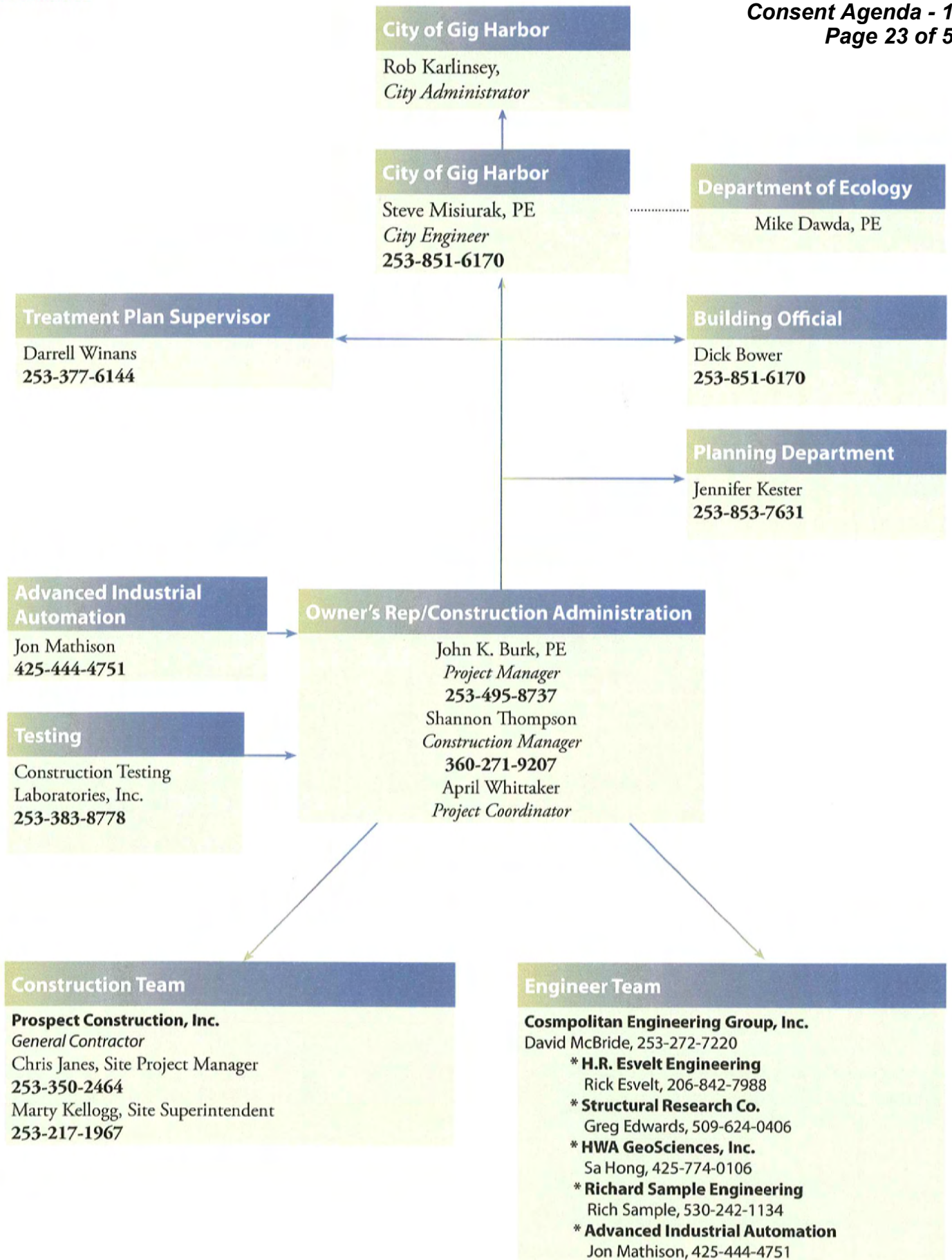


EXHIBIT A SCOPE OF SERVICES – PHASE I

Donkey Creek and Austin Estuary Restoration project

April 5, 2010

Project Understanding

This Scope of Work describes phase 1 consultant services to daylight Donkey Creek and restore the intertidal shoreline of Austin Estuary, in such a way as to meet the City's strategic, natural, historic and scenic goals as described in the adopted City of Gig Harbor 2008 *Comprehensive Plan*. Project elements include the creation of a naturalistic gravel-bedded stream with spawning beds, an intertidal estuary with beach that is attractive to wading birds, public ADA-compliant walking trail, kayak launch, and roadway improvements. Native vegetation will be planted throughout the project area. The project shall connect the beach and creek, Maritime Museum, Donkey Creek Park and vicinity sidewalks, improving overall ambiance and scenic beauty, and attracting people, salmon and wildlife. The existing 300-foot long 30-inch diameter creek culvert will be removed, storm drains will be adjusted, and the N Harborview Drive crossing completed as part of these improvements.

All City utilities and other utilities must remain in operation during the construction project.

The Hood Canal Salmon Enhancement Group (HCSEG) will lead a multi-disciplinary team to provide grant writing, prepare applications and submittals for required state, federal and local permits, alternative analysis, and final design services. The team includes:

- **Hood Canal Salmon Enhancement Group (HCSEG)**; Neil Werner, project manager. To provide project management, and permitting and grant writing assistance.
- **Smayda Environmental Associates Inc. (SEA)**; Tom Smayda PE and Kathy Smayda. To provide civil design of creek and estuary, and planting plan.
- **BHC Consultants, LLC (BHC)**; Civil Engineering, Structural Engineering, Permitting Assistance, Drafting
- **Miller Consulting (MC)**; Landscape Architecture
- **HWA Geosciences (HWA)**; Geotechnical Engineering
- **Katherine Casseday**; Traffic Analysis
- **Gary Wessen**; Archeology
- **PriZm Surveying**; Surveying

Team Structure and Lines of Communication

HCSEG is the prime consultant and is responsible for all aspects of the work. All other entities listed above will be subconsultants to HCSEG. Day to day lines of communication and technical coordination among the design team members and between the City and the design team will be through Bard Horton of BHC who will keep Neil Werner of HCSEG informed. Any issues that may require a change in scope of work, budget, or schedule will be addressed between the City and Neil Werner.

Project Design Criteria and Basis of Work

The project will be designed using American Association of State and Highway Transportation Officials (AASHTO), the Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor Public Works Standards as guidelines for the development of the project.

Measurements:	English Units
Drafting Standard:	APWA
Horizontal Control:	Washington State Plane Coordinate System – South Zone (NAD83/91)
Vertical Datum:	Mean Lower Low Water

WSDOT publications:

1. Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), 2010 (English) edition (including the Division 1 APWA Supplement), as amended
2. WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, [English] (M21-01)

U.S. Department of Transportation publications:

1. Manual on Uniform Traffic Control Devices for Streets and Highways

Other:

1. Washington State Regulations, Accessibility Design for All (ADA)
2. AASHTO Geometric Design for Highways and Streets, 2004
3. City’s critical area ordinance, Chapter 18 GHMC.
4. Adopted City of Gig Harbor 2008 *Comprehensive Plan*
5. Washington Department of Fish and Wildlife design guidelines

General Assumptions:

This scope of services and associated budget are based on the following assumptions. If these assumptions are not correct an adjustment in scope and/or budget may be required.

- All work covered by this scope of services will be completed during 2010.

- Because the consultant has no control over grant and permitting agencies, the scope of services for task 2 – grant writing and task 3 – permitting is limited to the hours and budget included in exhibit C.
- All required traffic data and forecasts will be provided to the consultant by the City.

Scope of Services

This phase 1 scope of services is intended to provide a scope of work for the multidisciplinary team through alternative concept development, evaluation and selection of a preferred alternative, grant writing and initiation of the NEPA permitting process.

Services to be provided are described by task below.

Task 1 – Develop Conceptual Design Options and Identify the Preferred Alternative for the combination Culvert Removal and Austin Estuary Improvement

Task 1.1 Obtain and review existing information

The purpose of this task is to obtain and review copies and electronic files of any existing information the City has collected related to this project. The following information is requested:

- Grant applications (hard copies and electronic files)
- Conceptual park plans and documents
- Record drawings of the Onshore Outfall & Forcemain Replacement Project (both hard copy and AutoCAD files)
- Design reports or memoranda describing design criteria for the Onshore Outfall & Forcemain Replacement Project
- Record drawings of the Museum site improvements (both hard copy and Autocadd files)
- Stormwater design report for the Museum site improvements
- Geotechnical engineering reports for Museum site improvements and Onshore Outfall & Forcemain Replacement Project
- Phase 1 and Phase 2 environmental assessment reports
- Information pertaining to the historic location of the shoreline, creek, and historic uses of the site
- Archeological information and reports

Task 1.2 Field Survey Work, Data Collection, and Base Mapping

Services under this task are to be provided primarily by Prizm Surveying, Inc. Involvement by BHC, SEA, and MC is limited to review of the draft basemap compared to observed conditions in the field and providing redline comments to Prizm.

The purpose of this task is to field survey existing conditions, and compile the information into an AutoCAD basemap of existing conditions that will be used for the design. The field survey is to cover the following areas:

1. Donkey Creek west of North Harborview Drive – Surface topography, surface features, trees over 6-inch breast height diameter, shrub masses, existing piping and hatchery, stream

- survey, culverts under North Harborview Drive and Harborview drive (invert elevations, size, materials) stream bed elevation up to 150 feet west of Harborview Drive, easements, property lines, ROW lines.
2. Museum Property and hillside east of North Harborview Drive – Surface topography, surface features, trees, easements, property lines, ROW lines, record survey of existing site utilities.
 3. Intertidal Zone & Path/Picnic Area – Surface topography, surface features, trees, Donkey Creek outlet (invert elevation, size, material) easements, property lines, ROW lines.
 4. North Harborview Drive – Surface topography, surface features, Utility record drawings.

Basemap information shall be consistent with the following general mapping standards.

General Mapping Standards

1. File format should be AutoCAD 2007.
2. Included ctb (pen) file with all drawings.
3. Provide contour data in the form of continuous polylines with the correct z elevation assigned to the contour line. Contours are required at 1-foot interval with 5-foot index. Provide water surface elevations of all ponds and lakes with a continuous polyline and correct z elevation to the nearest tenth of a foot. Include breaklines on a frozen layer.
4. Spot elevations in areas where contours do not provide adequate information. Spot elevations shall be in the form of AutoCAD points with elevations.
5. Stream surveys include the streambed elevation, edge of water, and water surface elevation shall be surveyed at 50 foot stations up to 150 feet upstream and 150 feet downstream of stream restoration limits as needed to verify profile and cross-section data in the fish passage assessment.
6. Base map symbols and text should be set up for 20 scale drawings, unless otherwise noted.
7. Font style should be romans, .08 in height (20 scale x .08 = 1.60).
8. All entities, including blocks, shall be color and **linetype bylayer**.
9. Provide all survey points (with descriptors) and DTM files.
10. No text masking.
11. Use linetypes with text for existing utilities.
12. Features shall be clearly and properly labeled with requested information.

13. Align callouts with roadway whenever possible.

A draft base map will be provided for review by the design team. The draft will be taken to the field for review by the design team. If discrepancies are noted, additional field survey work will be performed and incorporated into the basemap.

Deliverables:

- Draft base map for review by design team
- Final base map (one sealed hard copy on mylar and AutoCAD file)

Task 1.3 Geotechnical field reconnaissance and design assistance

Services under this task are to be provided primarily by HWA Geosciences. Involvement by other team members is limited to review and providing comments on the draft technical memorandum and draft geotechnical engineering report.

Phase 1 geotechnical services will consist of a review of existing information about the project site as well as data concerning soil and ground water conditions in the project area. This would include information developed by recent geotechnical work at the nearby wastewater treatment plant as well as other available data. A reconnaissance of the creek corridor will be performed to map existing soil exposures, ground water seeps, springs and indications of slope instability. The geotechnical engineer will attend up to two meetings (budgeted for up to 4 hours each including travel and preparation) with the design team to discuss site conditions, options and alternatives for project design, and expected unit prices for shoring, dewatering and foundation materials. A draft technical memorandum will be prepared to summarize the results of phase 1 geotechnical services. The draft memorandum will be reviewed by the design team. Comments and corrections from the design team will be addressed and a final technical memorandum will be prepared.

Deliverables:

- Draft phase 1 Geotechnical reconnaissance technical memorandum (6 copies, electronic file)
- Final phase 1 Geotechnical reconnaissance technical memorandum (6 bound copies, one unbound original, electronic file)

Task 1.4 Existing Stream and Estuary Characterization

Services under this task are to be provided primarily by SEA. Involvement by other team members is limited to review and providing comment on the draft stream and estuary characterization data sheets.

SEA will measure channel and shoreline characteristics, evaluate upstream and downstream conditions, and photograph the site. The creek will be measured to quantify creek characteristics in general accord with Rosgen's morphology protocol. Measurements will include Ordinary High Water and bankfull widths, pebble counts to determine grain size, and other features. Additional portions of the stream channel and shorelines may be inspected for "reference reaches" to serve as prototypes for the restoration design.

Peak stream flow rates (OHW and 2, 10, 50 and 100 year peak flows) will be calculated based on USGS topographic maps using standard regression equations. Peak and extreme tide elevations will be determined using NOAA tide data. Intertidal areas will be inspected to characterize sediment and vegetation characteristics.

Deliverables:

- Draft stream and estuary characterization data sheets
- Final stream and estuary characterization data sheets

Task 1.5 Traffic Impact Evaluation

Services under this task are to be provided primarily by Katherine Casseday. Involvement by other team members is limited to review and providing comment on the draft memorandum.

Provide traffic engineering analysis and assistance related to traffic impacts of the proposed construction of the Donkey Creek and Austin Estuary Restoration project. The work will include evaluation of permanent closure of North Harborview Drive at Donkey Creek with rerouted traffic via Austin Street plus assessment of temporary construction traffic detours and mitigation.

Task 1.5.1 – Support Services

Provide traffic engineering support services during the development of NEPA and permitting support documents.

- Prepare for and attend one project kickoff meeting to discuss project scope, preliminary design concepts and schedule.
- Prepare for and attend one meeting with the City for the evaluation of permanent closure of North Harborview Drive at Donkey Creek with rerouted traffic to Austin Street. Prepare a summary of traffic information to convey road closure scenarios and to facilitate selection of a preferred closure scenario. Include description of the possible scenarios, conceptual layout of traffic detours, anticipated traffic impacts and diverted traffic with advantages and disadvantages for traffic operations and access.

Task 1.5.2 – Traffic Investigation and Analysis

Prepare a draft project traffic report that evaluates traffic safety, current and future traffic volumes, operation and travel patterns near the Donkey Creek and Austin Estuary Restoration project and describes anticipated traffic issues with temporary and permanent closure of North Harborview Drive with traffic reroute via Austin Street. Traffic analysis of this sub-area will help evaluate the option to permanently close North Harborview Drive, using safety, traffic operations, intersection layout, traffic circulation and access as criteria for evaluation.

Obtain and review relevant available plans and information about the stream restoration project, construction sequence and anticipated stages. Research available traffic volume counts, accident history and other traffic related information from the City. Conduct a

visual field review of the project area and relevant street network available for planned revisions to circulation and potential detours.

Evaluate current traffic operation for both AM and PM peak hour conditions at five intersections in the vicinity of the project, as noted below. The City will provide AM and PM peak hour turning movement traffic volume counts at the five intersections in the vicinity of the planned construction:

- North Harborview Drive at Harborview Drive
- North Harborview Drive at Austin Street
- Burnham Road NW at North Harborview Drive
- Harborview Drive at Austin Street
- Harborview Drive at Burnham Drive NW

City to provide two seven-day machine-recorded traffic volume counts: on Austin Street between Harborview Drive and North Harborview Drive and on Burnham Drive NW north of North Harborview Drive.

City to provide daily and peak hour traffic volumes for year 2030 (20 year horizon) from VISUM Model. City to provide traffic reassignments from VISUM Model. Evaluate current and future intersection traffic operation both with current street network and with North Harborview Drive closed at Donkey Creek, and all traffic rerouted to Austin Street. A second alternative configuration for evaluation is with a portion of the traffic rerouted via Burnham Drive. (This scope includes evaluation of two alternatives for traffic reroute.) Traffic analysis is for PM peak hour operation at five intersections noted above for 2010 conditions, 2030 conditions with current network, 2030 conditions with North Harborview Drive closed and two traffic assignment scenarios. Identify traffic mitigation needed for two closure scenarios. Identify streets, intersections and business/residential access likely to be affected by street closure. Mitigation may include change in traffic control at intersection, addition or change in lane configuration at intersection, with consideration for pedestrian, bicycle, transit and truck traffic plus property access needs.

Construction Traffic Analysis: Identify temporary traffic control and detour concepts for the preferred construction scenario, for both a full closure condition and for a partial closure (one-way operation) condition. Evaluate the identified construction closure configurations (up to three configurations) to assess expected traffic operations with the detour and construction closures. This will entail re-assignment of traffic to the detour route(s) and analysis of expected operation for AM and PM peak hour conditions at up to five intersections.

Identify streets, intersections and business/residential access likely to be affected by the permanent traffic rerouting and construction closures, along with potential mitigation for traffic and access impacts.

Prepare a temporary traffic control and detour concept plan map for the preferred construction closure/detour scenario for the stream restoration project.

Draft Traffic Report: Prepare a draft traffic report summarizing the current and forecasted traffic conditions for the street network in the vicinity of the Donkey Creek Stream Restoration project with an evaluation of temporary and permanent closure of North Harborview Drive at Donkey Creek. The report will include evaluation of two closure scenarios (with varying traffic assignment to Austin Street) and traffic impacts and anticipated mitigation with the permanent and construction closures and detours for the stream restoration alternatives. Submit draft traffic report to Consultant and the City for review. A final traffic report is intended to be prepared in a subsequent phase.

Deliverables:

- Temporary traffic control and detour concept plan map
- Draft traffic report

Task 1.6 Develop Project Design Criteria

BHC will have lead responsibility for preparing this list, but will rely on input from SEA and MC as appropriate.

The purpose of this task is to establish basic design criteria for design and evaluation of the various design options. The criteria will include engineering, habitat restoration, public access and outdoor education objectives for the project. The criteria allow for directed conversations about the options that will result in a well-defined design. An initial list of criteria to be included is presented below:

- Minimum trail elevation relative to tidal and design storm water levels
- Minimum and maximum trail width
- Minimum and maximum trail slope
- Design Trail Users (ie. pedestrians only, bicycles, etc)
- Connectivity to community pedestrian and trail system
- Structural design criteria
- Minimum culvert/Streambed width
- Minimum culvert height
- Kayak launch access and parking requirements
- Aquatic habitat restoration requirements
- Terrestrial habitat restoration requirements
- Interpretive signage opportunities
- ADA compliant features
- Compliance with natural, historic, and scenic goals as described in the current comprehensive plan

The design team will prepare a draft list of design criteria for review by the City. Comments from the City will be incorporated in a revised list of criteria for presentation to the City and identified stakeholders.

Deliverables:

- Draft design criteria list
- Revised design criteria list

Task 1.7 Identify Alternatives for Evaluation

BHC will have lead responsibility for developing exhibits for the workshop, but will rely on input from SEA and MC as appropriate.

A Design Workshop will be conducted to discuss ideas, options, and opportunities. This Workshop #1 will include design team members and client representatives. We will meet to discuss alternatives and to review existing drawings and exhibits. The result will be the development of possible design alternatives. Three main culvert/bridge alternatives to consider are:

- A fish passage culvert designed to meet WDFW criteria but without trail connection
- A larger culvert that has an ADA walking trail inside to connect the museum to the park and surrounding sidewalks, and
- A pedestrian bridge on North Harborview Drive and roadway improvements required to permanently redirect traffic onto Austin Street.

Detailed sketches of the alternatives and design elements will be developed. The sketches will be presented to the City and identified stakeholders in Design Workshop #2. During the workshop, comments will be solicited regarding each concept presented and any other concepts or suggestions of the stakeholders will be considered. During the workshop the concepts and alternatives will be blended, refined, and narrowed to no more than three for detailed evaluation.

Task 1.8 Alternatives Evaluation

BHC will have lead responsibility for preparing project descriptions, drawings and cost estimates with input from other design team members as appropriate.

The three alternatives identified in task 1.7 above will be developed to approximately a 5 to 10 percent design level so that construction cost estimates can be developed for each one. A brief description of the features of each alternative will be prepared.

The following conceptual design drawings will be prepared.

1. Existing conditions site plan
2. Final conditions site grading plan
3. Bridge/culvert foundation plan
4. Bridge/culvert cross-section
5. Bridge/culvert longitudinal section
6. Utility relocation Plan and Profile
7. Stream plan and profile,
8. typical stream cross-sections

9. Trail Plan and Profile
10. Trail typical cross-sections and details
11. Public access points such as the kayak launch
12. Generalized landscape restoration plan

The needed cross-sectional area of the replacement creek will be calculated as a function of the amount of logs and other habitat elements (Manning's n) that could be introduced in order to determine the amount of excavation and associated cost per running foot of new stream. Flow calculations will be performed to verify that the proposed spans are adequate using Haestad Methods FlowMaster.

The length of creek enhancement will be proposed based on topography and the maximization of fishery resource value. Relative construction and materials cost estimates will be provided. The use of spawning gravel, woody material, bed control structures and other features will be identified along with the potential upstream and downstream extent of the project.

The needed height, width and length of the replacement culverts/bridges will be identified. Bridge footing, abutments, wing walls, piles, decking, curb and rail options will be identified. Specific products and manufacturers will be assumed for each crossing.

Materials, sizes, widths and construction methods will be identified for trail and public access areas and relative costs to construct will be estimated.

Construction quantities and cost estimates utilizing standard WSDOT bid items will be prepared for each alternative. A construction contractor will be asked to review project concepts and site conditions. The contractor will be asked to suggest design improvements that can reduce construction costs and improve the project. This is similar to a "value engineering" process.

Each alternative will be evaluated and ranked according to the design criteria developed in task 1.6.

Deliverables:

- Brief description of each alternative
- Conceptual design drawings for each alternative
- Conceptual construction cost estimate for each alternative
- Comparison to evaluation criteria for each alternative

Task 1.9 Select Preferred Alternative

BHC will have lead responsibility for preparing project descriptions, drawings and cost estimates with input from other design team members and the City as appropriate.

Following the City's review of the Alternatives Evaluation documentation, conduct Workshop #3 with the City and identified stakeholders to select a preferred alternative. Make a brief presentation of features of each alternative, estimated construction costs, and comparison to evaluation criteria of each alternative. Identify the preferred alternative by all stakeholders. Determine what features of that alternative should be modified in further design development.

Deliverables:

- Identification of the preferred alternative
- List of suggested modifications and design features to incorporate

Task 1.10 – Project Management and Coordination

This task provides for coordination, maintaining communication among team members, budget and schedule tracking, and invoicing.

Task 2 – Grant Writing

HCSEG will be responsible for work under this task.

Identify, analyze and apply for appropriate Restoration Grants on behalf of the City when tasked by the City Project Manager. In response to appropriate tasking a Performance Statement of Work including time and material estimates will be provided in accordance with the then in force Consultant Services Contract.

Deliverables:

- Federal EPA Grant due January 26, 2010 at 4:00 PM
- Directed Restoration Grants

Task 3 – Permitting

SEA will be responsible for preparation of the JARPA and coordination with WDFW. BHC will be responsible for preparation of the environmental document and SEPA checklist and to act as the City's agent in working with permitting agencies to facilitate the permitting process.

Prepare JARPA and Streamlined Permit applications for submittal to Washington Department of Fish and Wildlife (WDFW). Provide liaison with WDFW Area Habitat Biologists that will administer the permit.

Establish permitting strategy for the procurement of required Federal, State, and Local environmental permits associated with this project, including but not limited to negotiations with the permitting agencies on behalf of the City. Prepare permit applications and submittals as determined to be required. Identify NEPA permitting process and timing required to obtain necessary approval.

Prepare an environmental document to describe the alternatives evaluation process and selection of a preferred alternative as well as describing archeological, geotechnical, and habitat conditions and potential impacts or benefits of the preferred alternative.

Prepare SEPA checklist to support determination by NEPA official.

Deliverables:

- JARPA application

- Environmental document
- Completed SEPA checklist

Task 4 – Prepare Final Plans, Specifications, and Engineer’s Cost Estimate

Task 4.1 Rip Rap Removal, Fence Relocation and Excavation on Museum property

BHC have lead responsibility for preparation of plans, specifications, and cost estimates, with input from SEA and CM as appropriate.

Assumptions:

- Design drawings will be prepared using AutoCAD 2007
- Specifications will be modified WSDOT standard specifications
- Trail, public access, and associated planting will not be part of this task but will be addressed in a subsequent phase.

Final plans, specifications, and estimates of construction cost will be prepared for rip rap removal, fence relocation and excavation on the Museum property. The documents will be developed in the following sequence: 90 percent submittal consisting of drawings, bid schedule, specifications, updated cost estimate; final submittal consisting of drawings, bid schedule, specifications, engineers construction cost estimate. The budget for this task is based on the following preliminary drawing list.

Preliminary Drawing List

1. Cover, Sheet Index, Vicinity Map, Location Map, General Notes
2. Symbols and Abbreviations
3. Existing conditions and demolition plan
4. Temporary erosion and sediment control plan
5. Final conditions site grading plan
6. Final conditions landscaping and surfacing plan
7. Planting Details

Task 4.1.1 Prepare Design Drawings

Task 4.1.2 Prepare Specifications

Task 4.1.3 Construction Cost Estimates

Task 4.1.4 Project Coordination and Management

Deliverables:

- 90 percent submittal drawings, specifications, construction cost estimate
- Final drawings, specifications, engineer’s construction cost estimate

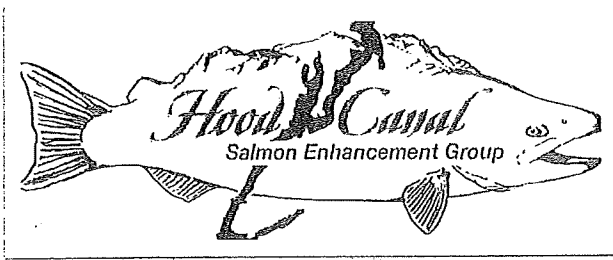
BUDGET

The estimated budget for this scope of work will be in accordance with the attached Exhibit C. Travel time and mileage to and from the Pierce County line are excluded.

SCHEDULE

The work is to be accomplished in accordance with the following schedule.

- Conduct Workshop 1 within 2 weeks of Notice To Proceed (NTP)
- Conduct Workshop 2 within 4 weeks of NTP
- Conduct Workshop 3 within 8 weeks of NTP
- Prepare JARPA within 3 weeks of NTP
- Prepare environmental document within 10 weeks of NTP
- Prepare SEPA checklist within 11 weeks of NTP
- Prepare 90 percent plans, specifications, and cost estimates within 10 weeks of NTP
- Prepare final plans, specifications and cost estimate within 14 weeks of NTP



**Schedule of
Labor Charges
2010**

Billing Title	Hourly Billing Rates
Executive Director/Lead Project Manager	\$125
Project Manager	\$110
Project Technical Advisor	\$110
Research & Science Director	\$110
Grant Manager	\$ 95
Senior Staff Biologist	\$ 85
Science & Water Quality Manager	\$ 90
Field Biologist	\$ 75
Education & Outreach Manager	\$ 85
Senior Field Technician	\$ 70
Field Technician	\$ 60
Client Relations & Administration Manager	\$ 80
Clerical	\$ 50

Professional Reimbursement

The hourly billing rates include the cost of salaries of the HCSEG employees, plus sick leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

Communication Fee:

Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access and hardware.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent for items such as:

- a. Out sourced maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, archeology, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.
- g. Mileage charges for vehicles used in connection with the work will be at the current IRS standard mileage rate.
- h. Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

EXHIBIT B

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2010 through December 31, 2010, and will be adjusted thereafter.



**Schedule of
Non Labor Charges
2010**

Media	Size	Fee
B&W Print	8.5" x 11"	\$0.15/Copy
B&W Print	11" x 17"	\$0.30/Copy
B&W Plot (Line Drawings)	up to 6 sq ft.	\$2.00/Copy
B&W Plot (Line Drawings)	Large Format Plot (> 6 sq. ft.)	\$0.33/Sq. Ft.
Color Plot (Color Graphics)	up to 6 sq ft.	\$12.00/Copy
Color Plot (Color Graphics)	Large Format Plot (> 6 sq. ft.)	\$2.00/Sq. Ft.
Color Print	8.5" x 11"	\$1.00/Copy
Color Print	11" x 17"	\$2.00/Copy
Mileage		IRS Rate
Parking Validation		Actual Cost
Lab Fees		Actual Cost
Environmental Field Gear		\$10-\$60 a Day
Postage & Courier, Fax	No Charge if 3% Comm. Chg. Included	Actual Cost

Direct Expenses

Reimbursement for outsourced expenses incurred in connection with the work will be at cost plus ten (10) percent for items.

This schedule of Non Labor charges is incorporated into the agreement for the services provided, effective January 1, 2010 through December 31, 2010, and will be adjusted thereafter.



Schedule of Labor Charges

January 1, 2010

Billing Title	Hourly Billing Rates
Principal Engineer	\$250
Principal Structural Engineer	\$200
Senior Engineer	\$185
Project Engineer	\$155
Staff Engineer	\$120
Planning Director	\$175
Planning Manager	\$135
Senior Planner	\$95
Planner	\$80
GIS Specialist	\$85
Sr. Field Inspector	\$120
Field Inspector	\$95
CAD Manager	\$130
Draftsperson	\$95
Client Relations	\$165
Project Administrator	\$120
Clerical/Word Processor/Project Coordinator	\$75
Building Code Compliance Review	\$180

Professional Reimbursement

The hourly billing rates include the cost of salaries of the BHC employees, plus sick leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

Communication Fee:

Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access and hardware.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.
- g. Mileage charges for vehicles used in connection with the work will be at the current IRS standard mileage rate.
- h. Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

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Schedule of Non Labor Charges

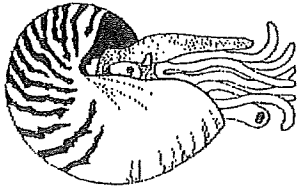
January 1, 2010

Direct Expenses

Reimbursement for direct expenses incurred in connection with the work, will be at cost plus ten (10) percent for items such as:

Media	Size	Fee
B&W Print	8.5" x 11"	\$0.15/Copy
B&W Print	11" x 17"	\$0.30/Copy
B&W Plot (Line Drawings)	up to 6 sq ft.	\$2.00/Copy
B&W Plot (Line Drawings)	Large Format Plot (> 6 sq. ft.)	\$0.33/Sq. Ft.
Color Plot (Color Graphics)	up to 6 sq ft.	\$12.00/Copy
Color Plot (Color Graphics)	Large Format Plot (> 6 sq. ft.)	\$2.00/Sq. Ft.
Color Print	8.5" x 11"	\$1.00/Copy
Color Print	11" x 17"	\$2.00/Copy
Mileage		IRS Rate
Parking Validation		Actual Cost
Postage & Courier, Fax	No Charge is 3% Comm. Chg. Included	Actual Cost

This Schedule of Non Labor Charges is incorporated into the agreement for the services provided, effective January 1, 2010 through December 31, 2010, and will be adjusted thereafter.



Smayda
Environmental
Associates, Inc.

**Schedule of
Labor Charges
2010**

Billing Title	Hourly Billing Rates
Principal Engineer	\$145
Principal Scientist	\$125
AutoCADD Drafter	\$ 85
Technician	\$ 65
Word Processor	\$ 50
Clerical	\$ 50

Professional Reimbursement

The hourly billing rates include the cost of salaries of the HCSEG employees, plus sick leave, vacation, holiday, other fringe benefits, indirect overhead and fee. All employees classified as "non-exempt" by the U.S. Department of Labor will be compensated at 1-1/2 times salary, as per State and Federal wage and hour laws. Billing rates will be calculated accordingly for these overtime hours.

Communication Fee:

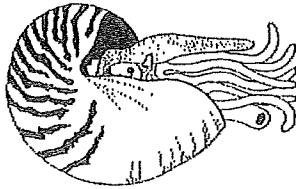
Project Labor times 3.0% which includes telecommunications, faxes, standard U.S. Mail, mobile phones, and internet access and hardware.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent for items such as:

- a. Out sourced maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, archeology, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.
- g. Mileage charges for vehicles used in connection with the work will be at the current IRS standard mileage rate.
- h. Other in-house charges for prints, reproductions and equipment use, etc. will be at standard company rates.

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**Smayda
Environmental
Associates, Inc.**

**Schedule of
Non Labor Charges
2010**

Media	Size	Fee
B&W Print	8.5" x 11"	\$0.15/Copy
B&W Print	11" x 17"	\$0.30/Copy
B&W Plot (Line Drawings)	up to 6 sq ft.	\$2.00/Copy
B&W Plot (Line Drawings)	Large Format Plot (> 6 sq. ft.)	\$0.33/Sq. Ft.
Color Plot (Color Graphics)	up to 6 sq ft.	\$12.00/Copy
Color Plot (Color Graphics)	Large Format Plot (> 6 sq. ft.)	\$2.00/Sq. Ft.
Color Print	8.5" x 11"	\$1.00/Copy
Color Print	11" x 17"	\$2.00/Copy
Mileage		IRS Rate
Parking Validation		Actual Cost
Lab Fees		Actual Cost
Environmental Field Gear		\$10-\$60 a Day
Postage & Courier, Fax	No Charge is 3% Comm. Chg. Included	Actual Cost

Direct Expenses
 Reimbursement for outsourced expenses incurred in connection with the work will be at cost plus ten (10) percent for items.
 This schedule of Non Labor charges is incorporated into the agreement for the services provided, effective January 1, 2010 through December 31, 2010, and will be adjusted thereafter.

Exhibit C
 Summary by Firm
Donkey Creek and Austing Estuary Restoration Project
 3/31/2010

BREAKDOWN NO. 1 COST PHASE I

	HCSEG	BHC	Smayda	Miller	HWA	Casseday	Prizm	TOTAL
PHASE 1	36987	101590	38199	13965	6236	10915	11795	219687
TOTAL	36987	101590	38199	13965	6236	10915	11795	219687

CI

Exhibit C
Cost Estimate for HCSEG
Donkey Creek and Austing Estuary Restoration Project
2/16/2010

BREAKDOWN NO. 1 COST PHASE I

	Conceptual Design	Grant Writing	Permitting Assistance	Plans and Specifications	TOTAL
PHASE 1	15420	6420	8555	6592	36987

BREAKDOWN NO. 2 COST PER TASK

LABOR	hourly rate	Task 1		Task 2		Task 3		Task 4	
		hours	cost	hours	cost	hours	cost	hours	cost
Exec Dir/Lead Proj Mgr	\$125	40	5000	20	2500	16	2000	16	2000
Project Mgr	\$110	16	1760	4	440	12	1320	12	1320
Project Tech Advisor	\$110	8	880	16	1760	24	2640	8	880
Research & Science Dir	\$110	8	880	4	440	4	440	4	440
Grant Mgr	\$95	14	1330	8	760	8	760	8	760
Client Relations & Admin Mgr	\$80	8	640	4	320	4	320	4	320
Clerical	\$50	8	400	4	200	12	600	8	400
Subcontractor Markup			3820						472
<i>Labor Subtotal</i>			14710		6420		8080		6592

EXPENSES

These are estimates for the travel involved and the printing costs as well as lab fees and environmental field gear.

	unit rate	units	cost	units	cost	units	cost	units	cost	Total
Non Labor Expenses			710				475			36987
<i>Expenses Subtotal</i>			15420	0	6420	0	8555	0	6592	36987
TASK TOTALS			15420	0	6420	0	8555	0	6592	36987

Exhibit C		BHC budget estimate											Total		
Estimated Engineering Costs		Horton	Schuyler	Werner	Lutz	Waddell	Harper	Dixon	Simon	Caldwell	Pierson	BHC Task Labor Hours	BHC Task Labor Cost	BHC Expenses	Sub-Task Cost
		Pric Eng	Senior Eng	Proj Eng	Struct Engr	Struct Planner	QA/QC	Clerical	ADD. Manag	Transp	Subject Account	Hours	Cost		Cost
		\$187.11	\$150.73	\$107.10	\$200.00	\$132.30	\$200.00	\$70.88	\$127.58	\$89.78	\$80.33				

Task 1 – Develop Conceptual Design Options and Identify the Preferred Alternative

1.1	Obtain and review existing information	8	4	8	2				12			22	\$3,356.60		\$3,357
1.2	Field survey existing features and develop basemap	4	16	2	2							32	\$3,993.00		\$3,993
1.3	Geotechnical field reconnaissance and design assistance	4	2									8	\$1,362.64		\$1,363
1.4	Existing Stream and Estuary Characterization	4										4	\$748.44		\$748
1.5	Traffic Impact Evaluation	4										4	\$748.44		\$748
1.6	Develop Design Criteria	2	2	4	2			4	4	4		10	\$1,504.08		\$1,504
1.7	Identify Alternatives for Evaluation	12	4	4	2			4	44	60		30	\$4,546.08		\$4,546
1.8	Alternatives Evaluation	16	24	60	40			4	4	8		248	\$32,321.12		\$32,321
1.9	Select Preferred Alternative	8		8				2				30	\$3,724.00		\$3,724
1.10	Project Coordination and Management	24									12	36	\$5,454.60		\$5,455
	BHC Reimb. exp. (Mileage 205 miles @ \$0.55 /mi = \$112.75)													\$113	\$113
	BHC COMMUNICATIONS FEE (3% of labor cost)													\$1,733	\$1,733
														\$0	\$0
Task Total Hours		86	34	102	48	0	0	6	64	72	12	424	\$57,759	\$1,846	\$59,605
Task Total Cost		\$16,091	\$5,125	\$10,924	\$9,600	\$0	\$0	\$425	\$8,165	\$6,464	\$964				

TASK 3 - Permitting

	JARPA and WDFW coordination	4				40		4				0	\$0.00		\$0
	NEPA process and submittal	2				20		2				48	\$6,323.96		\$6,324
	SEPA checklist											24	\$3,161.98		\$3,162
												0	\$0.00		\$0
	BHC REIMBURSABLE EXPENSES													\$0	\$0
	BHC COMMUNICATIONS FEE (3% of labor cost)													\$285	\$285
														\$0	\$0
Task Total Hours		6	0	0	0	60	0	6	0	0	0	72	\$9,486	\$285	\$9,771
Task Total Cost		\$1,123	\$0	\$0	\$0	\$7,938	\$0	\$425	\$0	\$0	\$0				

Task 4 – Prepare Final Plans, Specifications, and Engineer's Cost Estimate

Task 4.1 Rip Rap Removal, Fence Relocation, and Excavation on Museum Property															
4.1.1	Prepare Design Drawings	8	2	20			6	8	40	108		168	\$16,941.44		\$16,941
4.1.2	Prepare Specifications	4	4	40								62	\$7,547.92		\$7,548
4.1.3	Construction Cost Estimates	16		16							12	22	\$2,763.50		\$2,764
4.1.4	Project Coordination and Management											28	\$3,957.72		\$3,958
												0	\$0.00		\$0
												0	\$0.00		\$0
												0	\$0.00		\$0
												0	\$0.00		\$0
												0	\$0.00		\$0
												0	\$0.00		\$0
	BHC Reimb. exp. (Mileage 123 miles @ \$0.55 /mi = \$67.65)													\$68	\$68
	BHC COMMUNICATIONS FEE (3% of labor cost)													\$936	\$936
Task Total Hours		28	2	76	0	0	6	8	40	108	12	280	\$31,211	\$1,004	\$32,215
Task Total Cost		\$5,239	\$301	\$6,140	\$0	\$0	\$1,200	\$567	\$5,103	\$9,686	\$964				
TOTAL PROJECT HOURS		120	36	178	48	60	6	20	104	180	24	776	\$98,456	\$3,134	\$101,590
TOTAL PROJECT COSTS		\$22,453	\$5,426	\$19,064	\$9,600	\$7,938	\$1,200	\$1,418	\$13,268	\$16,160	\$1,928				

Exhibit C		Miller	MC	MC	MC	Total
Miller Consulting (MC)		Land Arch	Task Labor	Task Labor	Expenses	Sub-Task
PHASE 1		Hours	Cost	Cost		Cost
Landscape Design & Public Access Costs		\$95.00				
Task 1 – Develop Conceptual Design Options and Identify the Preferred Alternative						
1.1	Obtain and review existing information	8	\$760.00			\$760
1.2	Field survey existing features and develop basemap	1	\$95.00			\$95
1.3	Geotechnical field reconnaissance and design assistance	0	\$0.00			\$0
1.4	Existing Stream and Estuary Characterization	2	\$190.00			\$190
1.5	Traffic Impact Evaluation	0	\$0.00			\$0
1.6	Develop Design Criteria	4	\$380.00			\$380
1.7	Identify Alternatives for Evaluation	40	\$3,800.00			\$3,800
1.8	Alternatives Evaluation	24	\$2,280.00			\$2,280
1.9	Select Preferred Alternative	22	\$2,090.00			\$2,090
1.11	Project Coordination and Management	0	\$0.00			\$0
	MC REIMBURSABLE EXPENSES				\$300	\$300
	Mileage @ \$0.50/mile				\$105	\$105
	copies/printing					
	Task Total Hours	101				
	Task Total Cost	\$9,595	\$9,595	\$405		\$10,000

Exhibit C		Miller	MC	MC	MC	Total
Miller Consulting (MC)		Land Arch	Task Labor Hours	Task Labor Cost	MC Expenses	Sub-Task Cost
PHASE 1		\$95.00				
Landscape Design & Public Access Costs						
Task 4.1 - Prepare Final Plans, Specifications, and Engineer's Cost Estimate						
Task 4.1 Rip Rap Removal, Fence Relocation and Excavation on Museum Property						
4.1.1	Prepare Design Drawings	20	20	\$1,900.00		\$1,900
4.1.2	Prepare Specifications	16	16	\$1,520.00		\$1,520
4.1.3	Construction Cost Estimates	4	4	\$380.00		\$380
4.1.4	Project Coordination and Management	0	0	\$0.00		\$0
		0	0	\$0.00		\$0
		0	0	\$0.00		\$0
		0	0	\$0.00		\$0
		0	0	\$0.00		\$0
	MC REIMBURSABLE EXPENSES				\$60	\$60
	Mileage @ \$.50/ mile				\$105	\$105
	copies/prints					\$0
Task Total Hours		40	40			
Task Total Cost		\$3,800		\$3,800	\$165	\$3,965

Exhibit C		Miller	MC	MC	MC	Total
Miller Consulting (MC)		Land Arch	Task Labor	Task Labor	Task Labor	Sub-Task
PHASE 1		Cost	Hours	Cost	Cost	Cost
Landscape Design & Public Access Costs						
		\$95.00				
		141	141	\$13,395	\$570	\$13,965
		\$13,395				
TOTAL PROJECT HOURS						
TOTAL PROJECT COSTS						

JOB COST ESTIMATE

Date: 7-Jan-10
Revised: 15-Jan-10
Prepared By: RNB/JLG

Geotechnical Services
Donkey Creek Rehabilitation
Gig Harbor, Washington

Proposed Scope of Services:
Phase 1: Includes performing a geologic reconnaissance and review of existing information, as well as preparing a tech memo summarizing the results of Phase 1 activities and presenting our recommendations, as appropriate.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2010 HOURLY RATES						Total Hours	Direct Labor Total
	Principal	Engineer	Geologist	CAD	Admin.			
Phase 1	58.56	33.00	28.75	20.75	20.20			
Data Review	2	6				8	\$315	
Site Reconnaissance		8	4			12	\$379	
Meetings & Consultation	8	8				16	\$732	
Technical Memorandum	4	4		2	2	12	\$448	
Totals	14	26	4	2	2	48	\$1,875	\$1,875
DIRECT LABOR:	\$820	\$858	\$115	\$42	\$40			

Phase 1 Direct Expenses	\$100
Misc. Expenses	\$100
Total Phase 1 Expenses	\$200

PROJECT COSTS

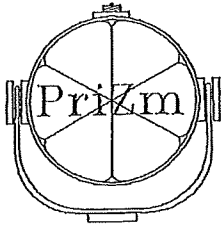
Phase 1	
Direct Labor Cost (DSC)	\$1,875
Overhead (OH) @ 184.59% DSC	\$3,461
Fixed Fee (15%)	\$800
Total Labor Costs:	\$6,136
Direct Expenses	\$100
Phase 1 Total:	\$6,236

1. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager. The HWA project manager may also transfer funds allocated for direct costs to professional/technical hours or vice versa, to satisfy project requirements.

City of Gig Harbor
Donkey Creek Stream Restoration Project

Work Hour Estimate
Casseday Consulting
Traffic Engineering Support

	Principal Traffic Engineer \$150		
Task 5.1 - Traffic Support Services		26	
Project kickoff meeting	2		
Traffic support for evaluation of permanent and construction detour and closure scenario	12		
Project management, invoicing and documentation	8		
Meeting with City	4		
Task 5.2 - Traffic Investigation, Analysis & Report		46	
Field review	6		
Data collection and analysis, current plus future and two network scenarios	20		
Draft traffic report - current plus future analysis, two scenarios and proposed mitigation	16		
Temporary traffic control and detour concept plan for traffic report	4		
Total Estimated Effort (hours)		72	\$10,800
Direct Expenses			\$ 115
Mileage @ \$0.50 per mile	\$ 115		
Total Estimated Budget, Traffic			\$ 10,915



**PRIZM
SURVEYING INC.**

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Tacoma, WA 98411
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Fax: 253-404-0984
ablalsdell@prizmsurveying.com
gletzring@prizmsurveying.com
www.prizmsurveying.com

Mr. Neil W. Werner
Executive Director
Hood Canal Salmon Enhancement Group
P.O. Box 2169
Belfair, WA 98528

January 27, 2010

Re: Gig Harbor Donkey Creek Park, Boundaries and Topographic Survey, located in Gig Harbor, Washington.

Dear Neil,

Prizm Surveying is pleased to provide you with this proposal for Surveying Services. This survey proposal was prepared at the request of BHC Consultants and will meet their requirements contained in the provided BHC Consultants "General Mapping Standards" and as defined in a provided exhibit, dated 1/6/10. The following is our proposed scope of work.

Task 1 - Boundary and Topographic Survey:

A current title report & supporting documents is required to define the parcel boundaries and to identify encumbrances (both benefiting and burdening) affecting the subject parcels. If no existing title reports exist, Task 3 below can be added to the scope to accomplish this. If desired, the record boundaries of the properties included herein can be generated from public information, we call this a "Paper Boundary" but is not deemed reliable, and the final boundaries will be noted as "approximate location, for orientation only".

1. Perform research, as necessary, with the City of Gig Harbor, Pierce County, and the Department of Natural Resources for horizontal and vertical control within the vicinity of the project.
2. Perform a random field traverse or GPS survey, locating relevant survey monumentation and vertical control as recoverable through a diligent search. Horizontal datum will be Washington State Plane, South Zone and Vertical datum will be Mean Lower Low Water and reference the conversion to NGVD 29 datum.
3. Perform a Topographic survey of the subject areas (See included exhibit for the specific locations highlighted in yellow). We will be locating all relevant surface features deemed necessary for the future design of the site. This will include existing buildings, columns, eaves, pavement edges, driveways, parking areas, walks, curbing, visible utility utilities and structures (including catch basins, culverts, sewer manholes, water valves, fire hydrants, etc.), fences, walls, signs, ground shots every 50 feet, tops and toe of slopes, define areas of landscaping,

Donkey Creek
1/27/2010

trees 6" and above. Accessible utility structures will be measured for depth, pipe sizes, type and direction, etc. Where access is allowed the survey area will extend 25 feet beyond the limits of the site.

The project is defined by specific areas, and within each area we will also be performing the following:

- (1) The *Tidelands* (APN 022106-4-043) will include a hydrographic survey of the tidal area of the parcel. This will extend to Mean Lower Low Water and likely beyond.
 - (2) The *Upland picnic area* (APN 022106-4-039) will be from the northerly edge of Harborview Drive on the south, extending 50 foot east and west of the parcel boundary, along the west line, we will be locating buildings and improvements within 25 feet of the boundary, at the southeast, the topographic limits will extend to the adjoiners bulkhead and locate the culvert that flows under the roadway.
 - (3) the northern portion of the *Gig Harbor Museum* properties (APN 022106-4-118, 022106-4-001 & 410200-001-2) will be from the northerly face of most buildings and extend northerly onto the adjoining parcel, locating the toe and to define the slope (note: significant trees on the adjoining parcel within 25 feet of the site boundary have been added to this revised proposal), the building on the westerly portion will be located, finish floor elevation defined and a storm catch basin within will be located and dipped. We will also make a request of the owner for any as-builts that may have been performed on the site.
 - (4) The northern portion of *Donkey Creek Park* (APN 410200-001-1 & 022106-1-105) will extend from the southerly edge of paving on Austin Street to 75 feet southerly of the centerline of Donkey Creek. The creek will be defined by cross section on 50 foot intervals and include the water surface edge, toes within and any deeper channel thread. The hatchery and associated piping will also be located.
 - (5) the southerly 150 feet of Donkey Creek within property owned by the *M Lyons Family LP* (APN 022106-1-108) within this portion only the creek will be cross sectioned as per item 4, but with a ground shot 10+/- foot out for good surface creation. And
 - (6) the *Road* right of way sections of North Harborview Drive and Harborview Drive that lie in between the topographic limits.
4. Temporary benchmarks and control points will be set at convenient locations for your future reference.
 5. Perform mathematical computations, analyze and resolve the property boundary, road right-of-ways and easements affecting the site. A copy of the subject parcel's title report and supporting documents are required to perform this item. At a minimum, a copy of the parcels legal description is required to begin the survey. Easements cannot be shown without their proper documentation.
 6. Reduce field notes, plot data obtained from the fieldwork, and prepare an AutoCAD drawing, using BHC linetypes and drawn at 20 scale showing the data collected along with 1 foot interval contours and spot elevations necessary for the future design of the site. The final drawing will be reviewed and certified by a Professional Land Surveyor, and provided in electronic format and paper copies if desired.

The cost for Task 1 services is \$11,795.00 and will be completed within 21 working days (note, a draft survey can be delivered within 12 working days) from written authorization.

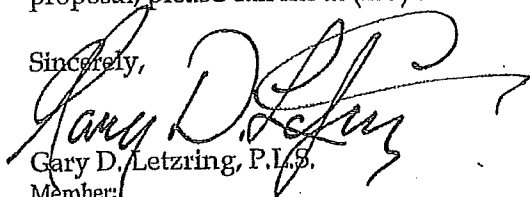
Donkey Creek
1/27/2010

The costs outlined in this proposal are a fixed fee, based on the circumstances presented by you and perceived by Prizm Surveying at the time of this proposal preparation. Any part of this proposal is negotiable pending your particular survey requirements. Should you desire additional services beyond the scope above our regular hourly rates are as follows:

- 2-man survey crew \$115 an hour
- GPS survey crew \$135 an hour
- Licensed Land Surveyor \$92.50 an hour
- Survey Technician \$82.50 an hour
- Administration \$55.00 an hour

We look forward to working with you, and if you have any questions or comments regarding this proposal, please call me at (253) 404-0983.

Sincerely,



Gary D. Letzring, P.L.S.
Member:

Land Surveyor's Association of Washington,
National Society of Professional Land Surveyors,
American Congress on Surveying and Mapping



Subject: Third Reading of Ordinance
Revising Grease Interceptor Ordinance
No. 1107 to Reflect Uniform Plumbing Code
Update

Proposed Council Action: Recommend
approval of the ordinance as presented
at this third reading

Dept. Origin: Public Works
Prepared by: Darrell Winans
Supervisor, WWTP
For Agenda of: April 12, 2010
Exhibits: Ordinance

Initial & Date

Concurred by Mayor:
Approved by City Administrator: POK 4/7
Approved as to form by City Atty: via email
Approved by Finance Director: 4/7/10
Approved by Department Head: DW

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

Attached for your consideration is a third reading of an ordinance updating the City's Grease Interceptor Ordinance No. 1107 rules, regulations and Uniform Plumbing Code changes by amending Gig Harbor Municipal Code Sections 13.28.020, 13.28.170, and 13.28.270, and amending Chapter 13.30 of the Gig Harbor Municipal Code. The objective was to work with the City Building Officials to merge plumbing code and interceptor installation, operations and maintenance standards to be consistent with City of Gig Harbor Municipal Code, and to assist the public in streamlining the grease interceptor permitting process.

The purpose of this ordinance is for the regulation of the installation, maintenance, generation and disposal of grease interceptor waste for the protection of the Public Owned Treatment Works (POTW) and to reduce the operational and maintenance costs of the POTW by preventing the accumulation of grease within the collection system and additional treatment at the POTW. This ordinance shall apply to all users of the POTW in the City of Gig Harbor and to users outside the City by contract or agreement with the City.

Revised from the second reading was:

Section 13.30.070 A.1.b: To satisfy the DFU limits for requiring GGI or HGI and being fair to small generators, this section shall state: "Five through nine DFU's must provide adequately-sized and approved HGI based on a 3 compartment sink with less than 2" trap or trap arm."

Section 13.30.070 A.1.c: Same section to read "Ten or more ...".

Section 13.30.070, Table 10-3: Change 9 to 10 DFU's.

FISCAL CONSIDERATION

Grease Interceptor plan review fees will be collected at time of submittals and any fines for non-compliance shall be collected per Chapter 12.17 GHMC.

BOARD OR COMMITTEE RECOMMENDATION

Presented to Operations and Public Projects Committee on November 24, 2009.

RECOMMENDATION / MOTION

Move to: Recommend the City Council approve the ordinance as presented at this third reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON; RELATING TO DISCHARGES INTO THE CITY'S SEWER SYSTEM PUBLIC OWNED TREATMENT WORKS, UPDATING THE GIG HARBOR MUNICIPAL CODE TO REFLECT CHANGES TO THE UNIFORM PLUMBING CODE; AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 13.28.020, 13.28.170, AND 13.28.270, AND AMENDING CHAPTER 13.30 OF THE GIG HARBOR MUNICIPAL CODE; PROVIDING FOR SEVERABILITY.

WHEREAS, the increased demand on the City's Public Owned Treatment Works (POTW) necessitated implementing more stringent rules and regulations on waste dischargers; and

WHEREAS, under Ordinance No.1107 the City established requirements for retrofitting of treatment devices in existing development and installation in new development in order to significantly reduce the amount of fats, oils and grease entering the POTW to protect public health, safety and the environment; and

WHEREAS, the City desires to update the requirements established in Ordinance No. 1107 to be consistent with the currently adopted Uniform Plumbing Code, _____ version; and

WHEREAS, for the consistency with current management responsibilities at the City, the City desires to designate the WWTP Supervisor as the official with authority to administer, implement and enforce the provisions of Chapter 13.28 and 13.30 of the Gig Harbor Municipal Code; and

WHEREAS, the City's SEPA Responsible Official issued a decision exempting this Ordinance from SEPA review under WAC 197-11-800(19) on May 1, 2007; and

WHEREAS, the City Council had a first reading of this ordinance on March 8, 2010; and

WHEREAS, the City Council had a second reading of this ordinance on March 22, 2010 and a third reading on April 12, 2010; Now, Therefore,

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

Section 1. Section 13.28.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.020 Definitions. Unless the content specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

* * *

~~M. "Sewage" means a combination of water-carried wastes from residences, business buildings, institutions and industrial establishments, together with such ground, surface and storm waters as may be present.~~

* * *

Section 2. Section 13.28.170 of the Gig Harbor Municipal Code is hereby amended to read as follows:

13.28.170 Prohibited Discharges.

Except as hereinafter provided, no person shall discharge or cause to be discharged any of the following described ~~waters~~ substances to any public sewer:

~~A. Any liquid or vapor having a temperature higher than 150 degrees Fahrenheit;~~

~~B. Any water or waste which may contain more than 100 parts per million, by weight or fat, oil or grease;~~

~~A. C. Any gasoline, benzene naphtha, fuel oil, or other flammable or explosive liquid, solid or gas;~~

~~B. D. Any garbage that has not been properly shredded;~~

~~C. E. Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction to the flow in sewers, lift stations or other interference with the proper operation of the sewage works Wastewater Treatment Plant;~~

~~D. F. Any waters or wastes having a pH lower than 5.5 6.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works Wastewater Treatment Plant;~~

E. G. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard in the receiving waters of the sewage Wastewater Treatment Plant;

F. H. Any waters or wastes containing suspended solids of such character and quantity that unusual attention or expense is required to handle such materials at the sewage Wastewater Treatment Plant;

G. I. Any noxious or malodorous gas or substance capable of creating a public nuisance.

H. Any discharge that is inconsistent with GHMC Section 13.30.060.

Section 3. Section 13.28.270 is hereby amended to read as follows:

13.28.270 Violation – Penalty. ~~Any person, firm, or corporation which violates the provisions of this chapter shall incur a cumulative civil penalty in the amount of \$50.00 per day from the date set for correction thereof, pursuant to Chapter 15.18 GHMC, until the violation is corrected. This chapter 13.28 shall be enforced according to the procedures set forth in chapter 12.17 GHMC. The person authorized to enforce this chapter pursuant to chapter 12.17 GHMC is the WWTP Supervisor or his/her designee.~~

Section 4. Chapter 13.30 is hereby amended to read as follows:

**CHAPTER 13.30 GRAVITY GREASE INTERCEPTOR (GGI)/TRAP
HYDROMECHANICAL GREASE INTERCEPTOR (HGI) RULES AND REGULATIONS**

Section 13.30.010: Purpose, Policy and Administration

Section 13.30.020: Definitions

Section 13.30.030: Specialized Definitions

Section 13.30.040: Applicability

Section 13.30.050: ~~Date Required~~ Requirements for Compliance

Section 13.30.060: Discharge Criteria

Section 13.30.070: Requirements for ~~Grease Trap/Interceptors~~ Gravity Grease Interceptors (GGIs)/Hydromechanical Grease Interceptors (HGIs)

Section 13.30.080: Gravity Grease Interceptor (GGI) Construction

Section 13.30.090: Service/Inspection Ports and Inspection Ports

Section 13.30.110: ~~Grease Traps~~ Hydromechanical Grease Interceptors (HGIs)

Section 13.30.111: Interceptor Pumping and Cleaning (GGI/HGI)

Section 13.30.112: Operational Permit Requirements

Section 13.30.113: Required Reporting

Section 13.30.114: Gravity Grease Interceptors (GGIs)/Hydromechanical Grease Interceptors (HGIs)Treatment Products

Section 13.30.115: Mobile Treatment Processes

- Section 13.30.116: Facility Closure
- Section 13.30.117: Monitoring, Inspection and Entry
- Section 13.30.118: Confidentiality and Proprietary Information
- Section 13.30.119: Suspension of Service
- Section 13.30.120: Fees
- Section 13.30.200: Violations and Penalties
- Section 13.30.210: Remedies Not Exclusive

Section 13.30.010. Purpose, Policy and Administration.

A. Purpose. The purpose of this Chapter is the regulation of the installation, maintenance, generation and disposal of ~~grease-interceptor/trap~~ GGI/HGI waste for the protection of the Public Owned Treatment Works (POTW) and the environment.

B. Policy. The objective of this Chapter is to reduce the operational and maintenance costs of the POTW by preventing the accumulation of grease within the collection system and additional treatment at the POTW Wastewater Treatment Plant. This ordinance shall apply to all users of the POTW in the City of Gig Harbor and to users outside the City who, by contract or agreement with the City, are users of the City's POTW.

C. Administration. Except as otherwise provided herein, the ~~Public Works Operations Director~~ WWTP Supervisor ("Operations Director" Supervisor") or his/her designee shall administer, implement, and enforce the provisions of the Chapter.

Section 13.30.020. Definitions. Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

A. "Adequately-sized GGI" shall mean an interceptor that ~~does not allow a discharge of Oil and Grease in excess at no time allows discharge of fats, oils and grease (FOG) in excess of 100 milligrams per liter (mg/l) concentrations, solids or otherwise has not been found by the Operations Director Supervisor to be contributing grease in quantities sufficient to cause POTW line stoppages or necessitate increased maintenance on the POTW.~~

B. "Adequately-sized grease-trap HGI" shall mean an interceptor that at no time trap that does not allows a discharge of fats, oil and grease (FOG) in excess of 100 milligrams per liter (mg/l) concentrations, solids or otherwise has not been found by the Director Supervisor to be contributing grease in quantities sufficient to cause POTW line stoppages or necessitate increased maintenance on the POTW.

C. "Administrative Authority" shall be the City Director of Operations WWTP Supervisor.

D. "Approved" shall mean accepted as satisfactory under the terms of this chapter and given formal and official sanction by the Administrative Authority.

E. ~~E.~~ "Beverage/Coffee Stand" means a facility that serves primarily coffee, tea, juices and other nonalcoholic beverages.

F. ~~E.~~ "Biological pretreatment service" shall mean the application of any additive or enzyme or the use of any other biological means to digest waste in an interceptor that discharges into a public sewer system within the city.

G. ~~F.~~ "Lawful Discharge" shall mean the introduction of waste into a POTW.

H. ~~G.~~ "Disposal" shall mean the discharge, deposit, injection, dumping, spilling, leaking or placing of any solid or semi-solid ~~grease interceptor/trap~~ GGI/HGI waste, ~~grit interceptor waste~~, and/or sewage into or on any land or water so that such waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

I. ~~H.~~ "Disposal facility" shall mean a facility at which liquid waste, including but not limited to, ~~grease interceptor/trap~~ GGI/HGI waste, ~~grit interceptor waste~~, and sewage is received, processed, or treated in a manner compliant with all applicable Federal, State, and local regulations.

J. ~~I.~~ "Disposal facility operator" shall mean an individual who is authorized to accept or reject liquid waste at a disposal facility, and who is authorized to sign a trip ticket, regardless of actual title.

K. ~~J.~~ "Disposal site" shall mean a permitted site or part of a site at which ~~grease interceptor/trap~~ GGI/HGI waste, ~~grit interceptor waste~~, or seepage is processed, treated and/or intentionally placed into or on any land in a manner compliant with all applicable Federal, State, and local regulations, and at which site said waste will remain after closure.

L. "Drainage Fixture Units (DFUs)/Fixture Units" shall mean a quantity in terms of which the load-producing effects on the plumbing system of different kinds of plumbing fixtures are expressed as referenced in UPC per Table 7-3 of this chapter.

M. ~~K.~~ "Emulsifiers" and/or "De-emulsifiers" shall mean any substance or substances which, when added or placed into a ~~grease trap~~ GGI or ~~grease interceptor~~ HGI system, will form an oily substance to a milky fluid in which the fat globules are in a very finely divided state and are held in suspension, ~~giving it the semblance of a solution; as the homogenization of milk emulsifies the fat with the whey forming a smooth milk product~~ allowing it to be released into the POTW.

N. ~~L.~~ "Existing facility" shall mean any building, structure, facility, or installation from which there is or may be a discharge of ~~pollutants~~ waste, the construction of which started before the adoption of this Chapter.

O. ~~M.~~ "Fats" shall mean substances that are primarily fatty acid esters of the alcohol glycerol, also called acylglycerols, neutral fats, natural fats, or glycerides. They are the major components of deposit, or storage, of fats in plant and animal cells,

especially in the adipose (or fat) cells of vertebrates. This term may include any synthesized substance of a like nature.

P. N "Food courts" shall mean areas predominantly found in shopping centers or amusement parks and festivals where several food preparation service establishments having different owners may be sharing seating space and/or plumbing facilities.

Q. O "Food service establishment" shall mean any facility that cuts, cooks, bakes, prepares or serves food, ~~er~~ which disposes of food-related wastes and/or which has a local, State, and/or Federal food service permit.

R. P "Garbage grinder" shall mean any device, which shreds or grinds up solid or semisolid food waste materials into smaller portions for discharge into the POTW.

S. Q. "Generator" shall mean a facility business/owner that causes, creates, generates, stores, or otherwise produces waste from on-site process operations, whether domestically or commercially generated, or as a byproduct of some domestic or non-domestic activity. The generator is responsible for assuring that the produced waste is disposed of in accordance with all Federal, State and local disposal regulations.

T. R. "Grease" shall mean fats, waxes, free fatty acids, calcium and magnesium soaps, mineral oils and certain other non-fatty material from animal or vegetable sources, or from hydrocarbons of petroleum origins, commonly found in wastewater from food preparation and food service. Grease may originate from, but not be limited to, discharges from scullery sinks, pot and pan sinks, dishwashing machines, soup kettles and floor drains located in areas where grease-containing materials may exist.

U. S. "Grease Interceptor" or "Interceptor" "Gravity Grease Interceptor (GGI)" shall mean a water-tight receptacle utilized by commercial or industrial generators of liquid waste to intercept, collect, and restrict, the passage of grease and food particles into the POTW to which the receptacle is directly or indirectly connected, and to separate and retain grease and food particles from the wastewater discharged by a facility. *See also*, definition of "Adequately-sized Gravity Grease Interceptor."

V. "Gravity Grease Interceptor (GGI)" Shall mean a water tight receptacle receiving and retaining waste containing fats, oils and grease from food service establishments. In all cases shall be located outside place of business or any structure. Minimum size shall be 750 gallons. Additional sizing criteria set forth in this chapter and the current adopted plumbing code.

~~V. T. "Grease Trap" or "Trap" "Hydromechanical Grease Interceptor "HGI" shall mean a water tight or mechanical receptacle utilized by commercial generators of liquid waste to intercept, collect, and restrict, the passage of grease and food particles into the POTW to which the receptacle is directly or indirectly connected, and to separate and~~

~~retain grease and food particles from the wastewater discharged by a facility. See also, definition of "Adequately sized Grease Trap Hydromechanical Grease Interceptor."~~

W. "Hydromechanical Grease Interceptor (HGI)" Shall mean a water tight receptacle receiving and retaining waste containing fats, oils and grease from food service establishments. The HGI is generally located inside a business or structure. Sizing criteria is set forth in this chapter and the current adopted plumbing code.

~~W. U. Grease Interceptor/trap waste "Gravity Grease Interceptor (GGI)/Hydromechanical Grease Interceptor (HGI) waste" shall mean any grease, food particles, or organic or inorganic solid or semisolid waste collected and intercepted by a grease interceptor (GGI/HGI), usually in layers of floatable, suspended, and settleable substances, which are ultimately removed from a grease interceptor (GGI/HGI) for proper disposal. All layers must be removed for disposal.~~

~~V. "Grit Interceptor" shall mean a channel or tank that has capacity to allow liquid to slow down and let grit settle out and remain until removed by mechanical means.~~

X. W. "Incompatible wastes" shall mean wastes that have different processing, storage or disposal requirements, or whose mixture would inhibit the proper disposal or treatment of each type of waste, or wastes that if mixed may cause a dangerous chemical or physical reaction, including, but not limited to, grease-interceptor GGI waste and grit interceptor HGI waste, ~~grease-interceptor waste~~ and septic tank waste, seepage and hazardous waste, or any combination or combinations thereof.

Y. X. "Inspection port" shall mean openings, with easily opened covers designed to allow inspectors quick access to each compartment of the grease interceptor, and the effluent from the grease interceptor. A monitoring port is an inspection port large enough to allow temporary installation of monitoring devices such as samplers, strip recorders, flow meters, or other such measuring and/or monitoring devices.

Z. Y. "Inspector" shall mean the Supervisor of the POTW and person or persons designated and under the instruction and supervision of the Supervisor ~~and/or Director of Operations~~ who is ~~are~~ assigned to investigate compliance and detect violations of this chapter.

AA. "Interceptor" may mean GGI or HGI depending on its use.

BB. Z. "Living quarters" shall mean a facility, or an area of a facility, where a person or family has a distinct living area, which includes individual kitchen and bath facilities, utilized solely by that single person or family.

CC. AA. "Manager" shall mean the person, regardless of actual title, immediately on-site at a location conducting, supervising, managing, or representing the activities of a generator, a transporter or a disposer.

DD. ~~CC.~~ "New facility" shall mean:

1. Any building, structure, facility, or installation from which there is (or may be) a discharge of ~~pollutants~~ waste, the construction of which commenced after the adoption of this ordinance, provided that:

a. The building, structure, facility, or installation as constructed, remodeled or modified is located on a site at which no other source is located; or

b. The building, structure, facility, or installation as constructed, remodeled or modified totally replaces the process or production equipment that causes the discharge of ~~pollutants~~ waste at an existing course; or

c. The production processes or wastewater generating processes of the building, structure, facility or installation as constructed, remodeled or modified are substantially independent of an existing source at the same site. In determining whether these are substantially independent factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.

d. Refer to Section 13.30.040(C) for exemptions.

EE. ~~DD.~~ "NPDES" shall mean National Pollutant Discharge Elimination System as administered by the Washington State Department of Ecology.

FF. ~~EE.~~ "Oil and grease" shall mean any material, but particularly biological lipids and mineral hydrocarbons, recovered as a substance soluble in an organic extracting solvent using an appropriate analytical method approved under 40 CFR 136. It also includes other material extracted by the solvent from an acidified sample and not volatilized during the extraction procedure.

GG. ~~FF.~~ "Permittee" shall mean a person issued a permit under this article, including any agent, servant, or employee of the permittee.

HH. ~~GG.~~ "POTW" shall mean Public Owned Treatment Works, which shall include all collection, transmission and treatment facilities.

II. ~~HH.~~ "Reasonable hours" shall mean any time during which a facility is open for business to the public. It shall also include those times when a facility is closed to the public when a manager, employees, and/or contractors are present at the facility and involved in cleanup or food preparation, or any other business activity.

JJ. ~~II.~~ "Seepage" defined as liquid that is allowed to ingress or egress from a tank or piping under existing natural pressures through cracks or imperfections.

KK. ~~JJ.~~ "Sewage" shall mean the liquid and water-carried domestic or industrial wastes from dwellings, commercial establishments, industrial facilities and institutions, whether treated or untreated. The terms "waste" and "wastewater" shall be deemed as sewage by definition.

LL. ~~KK.~~ "Shall not" shall prohibit.

MM. ~~LL.~~ "Spill" shall mean the unpermitted, incidental or intentional loss or unauthorized discharge of grease interceptor (GGI/HGI) waste, ~~grit interceptor waste~~, seepage, any other liquid waste, a chemical (hazardous or non-hazardous), or any other material that has the potential to contaminate any surface or ground water or in any other manner such that the waste is not legally disposed.

NN. ~~MM.~~ "Shopping center" shall mean a group of architecturally unified commercial establishments built on a site that is planned, developed, owned, and managed as an operation unit for sale or lease, with on-site parking in definite relationship to the types and sizes of stores at the site.

OO. ~~NN.~~ "Strip Mall" shall mean a line of stores fronted by uniform parking spaces or a small common parking lot. For the purposes of this Chapter, Strip Malls and Shopping Centers are considered to be the same.

PP. ~~OO.~~ "Transporter" shall mean a hauler who transfers waste from the site of a generator to an approved site for disposal or treatment. The transporter is responsible for assuring that all Federal, State and local regulations are followed regarding waste transport.

QQ. ~~PP.~~ "Trip ticket" shall mean the written, multi-part form used as documentation and required to be in the possession of the generator, transporter, and disposer to document the generation, receipt, transportation, and disposal of ~~grit interceptor waste~~, grease interceptor (GGI/HGI) waste, seepage, and other liquid wastes enabling legal and proper disposal of hauled ~~grit interceptor waste~~, grease ~~interceptor/trap~~ GGI/HGI waste, and seepage at a permitted or registered disposal site, and specifying the identity of the generator, transporter, and disposal facility operator of liquid wastes and the volume of ~~grit interceptor waste~~, grease interceptor (GGI/HGI) waste, seepage, and other liquid wastes disposed.

RR. ~~QQ.~~ "Waste" shall mean the liquid and water-carried domestic or industrial wastes from dwellings, commercial establishments, industrial facilities and institutions, whether treated or untreated. The terms "sewage" and "wastewater" shall be deemed as waste by definition.

SS. "WWTP" shall mean the Wastewater Treatment Plant

TT. "WWTP Supervisor" shall mean the Supervisor of the POTW which includes, but is not limited to, the Wastewater Treatment Plant and collection system.

Section 13.30.040. Applicability.

A. Discharge of waste. Waste, which contains fats, oil and grease, shall be discharged into the POTW system only as set forth in this Chapter. The following facilities shall discharge all waste from sinks, dishwashers, drains, and any other fixtures through which grease may be discharged, into an adequately-sized, properly maintained and functioning grease interceptor/trap Gravity Grease Interceptor (GGI)/Hydromechanical Grease Interceptor (HGI) before the discharge enters the POTW, as well as grease interceptor (GGI/HGI) effluent inspection port. (Note: dishwasher not allowed on HGI.)

1. Every commercial food preparation and food service facility, including but not limited to bakeries, boardinghouses, butcher shops, cafes, clubhouses, beverage/coffee shops stands with four or more fixtures, commercial kitchens, correction facilities (prisons), delicatessens, fat rendering plants, ice cream parlors, hospitals, churches, caterers, meat packing plants, restaurants, schools, slaughter houses, soap factories, and similar facilities, especially where meat, poultry, seafood (excludes fresh fish), dairy products or fried foods are prepared or served.

2. All shopping centers that have food processing facilities.

3. All food courts.

4. All other facilities discharging grease in amounts that, according to this Chapter, will, alone or in concert with other substances from the discharges of other facilities in the opinion of the City, have a reasonable chance to impede or stop the flow in the POTW or require additional treatment.

B. Grease Interceptors (GGIs/HGIs) Required. ~~All new areas of intensified dwelling businesses~~, including, but not limited to; assisted living facilities, convalescent homes, day nursing and childcare facilities, sanitariums, hotels, maternity homes, motels in which there is a commercial food preparation service, nursing homes, retirement homes, in which food preparation occurs as defined in Section 13.30.040 (A) above.

C. Exemptions.

1. Modifications to existing facilities that do not add new buildings or new grease generating activities are exempt from this requirement.

2. Adult family homes and family day care facilities ~~are exempt~~.

3. Facilities with 4 or less drainage fixture units (DFU's).

D. Grease Interceptors (GGIs/HGIs) Not Required. Interceptors (GGIs/HGIs) shall not be required for single-family residences, duplexes, triplexes, quadplexes, or apartment complexes, unless the City first determines there are discharges from the

property that will create problems in the POTW. The determination shall be made based upon an investigation of the property, and a comparison of the content and amount of discharge from the property with the discharges of other properties similar in size and use. Upon a determination that the discharges will create problems in the POTW, the Supervisor of the POTW may require the installation of an adequately sized grease interceptor (GGI/HGI) to treat the discharges.

E. Review to Determine Applicability. All Building and Plumbing applications shall be reviewed with the submission of the City's "Grease Trap/Interceptor Installation Guidelines" applicant's plumbing plan to determine the need for an interceptor (GGI/HGI) or trap.

Section 13.30.050. Date Required for Compliance

A. ~~Within 18 months~~ After the effective date of the ordinance adopting this Chapter 13.30 GHMC, an existing facility (excepting those existing facilities described in section 13.30.040 above as not requiring a grease interceptor (GGI/HGI)) shall be required to install an approved, adequately-sized, and properly operated and maintained grease interceptor (GGI/HGI) when any of the following conditions exist:

1. The existing facility is found by the Supervisor of the POTW to be discharging grease in quantities in excess of 100mg/L fats, oils and grease.
2. The existing facility is remodeling the food preparation or kitchen waste plumbing facilities in such a manner to be subject to a building/plumbing permit issued by the Building and Fire Safety ~~Division~~ Department.
3. The existing facility has an interceptor/trap (GGI/HGI) which allows a discharge of fats, oil or grease in excess of 100 mg/l.

B. The owner of existing facilities equipped with an undersized grease interceptor (GGI/HGI) as verified from data collected by the POTW Supervisor verifying interceptor (GGI/HGI) inability to treat discharge flows shall, ~~within 48~~ 12 months after the effective date of the ordinance adopting this Chapter, install an adequately-sized grease interceptor (GGI/HGI) in accordance with the requirements of this Chapter.

C. Existing facilities that have no or inadequate means of grease treatment shall be required by this Chapter to install an adequately sized grease interceptor within ~~48~~ 12 months of the effective date of the ordinance adopting this Chapter identification of such facility by the Supervisor.

D. New facilities required by this Chapter to maintain a grease interceptor (GGI/HGI) shall install such a unit prior to commencement of discharge to the POTW.

E. Any requests for extensions to installation dates must be made in writing to the ~~Director of Operations~~ Supervisor, at least ~~thirty (30)~~ one hundred and eighty (180) days in advance of the compliance date. The written request shall include the reasons for the grease generator's failure or inability to comply with the compliance date set

forth, the additional time needed to complete the remaining work, and the steps to be taken to avoid future delays. The ~~Director of Operations~~ Supervisor shall determine the date for compliance.

Section 13.30.060. Discharge Criteria.

In addition to the prohibitions outlined in Chapter 13.28.170 of the Gig Harbor Municipal Code, the following prohibitions shall apply.

A. Where oil and grease are a byproduct of food preparation and/or cleanup, reasonable efforts shall be made to separate waste oil and grease into a separate container for proper disposal. Except as contained in byproducts of food preparation and/or clean up, waste oil and grease shall not be discharged to any drains or grease interceptors (GGIs/HGIs). Such waste shall be placed in a container designed to hold such waste and either utilized by industry or disposed of at suitable locations.

B. None of the following agents shall be placed directly into an ~~grease interceptor/trap~~ interceptor, or into any drain that leads to the interceptor:

1. Emulsifiers, de-emulsifiers, surface active agents, enzymes, degreasers, or any type of product that will liquefy grease interceptor wastes,
2. Any substance that may cause excessive foaming in the POTW or;
3. Any substance capable of passing the solid or semi-solid contents of the ~~grease interceptor/trap~~ to the POTW.

C. The influent to interceptors (GGIs/HGIs) shall not exceed 140 degrees Fahrenheit (140 F). The temperature at the influent inspection port shall be considered equivalent to the temperature of the influent.

D. Toilets, urinals, and other similar fixtures shall not discharge through a grease interceptor.

E. All waste shall only enter the grease interceptor/~~trap~~ through the inlet pipe.

F. Where food-waste grinders are installed, the waste from those units shall discharge directly into the building drainage system without passing through a grease interceptor. ~~Living quarters, as defined in this chapter, are exempted from this requirement.~~

G. Discharge of Oil and Grease in excess of 100 milligrams per liter (mg/l) concentrations are not allowed downstream of GGI/HGI.

H. The Uniform Plumbing Code Section ~~4015-0~~ 1014.1.3 additionally prohibits the discharge from "dishwashers" into any ~~grease trap~~ HGI are prohibited unless specifically required or permitted by the Authority Having Jurisdiction.

I. Cleaning of any equipment used in a Food Service Establishment shall be performed using Best Management Practices (BMP's). At no time shall waste from any equipment maintenance be allowed to enter into the storm drain system. If equipment is cleaned utilizing Food Establishment drains, flow must not exceed rated design flow of the interceptor. No chemical shall be allowed that will emulsify or alter the grease to allow it to pass through the interceptor. If hot water is used it shall not exceed 140 degrees at the inlet of the interceptor.

Section 13.30.070. Requirements for Gravity Grease Interceptors (GGIs)/Traps Hydromechanical Grease Interceptors (HGIs)

A. All commercial and industrial facilities dealing with fats, oils and grease (FOG) shall, at the permittees' expense and as required by the Director of Operations Supervisor.

1. Provide an adequately-sized grease interceptor/trap (GGI/HGI). Requirements for grease interceptor/trap (GGI/HGI) sizing and the design criteria are set forth in this section.
 - a. Zero to four DFUs are exempt.
 - b. Five through nine DFUs must provide adequately-sized and approved HGI based on a 3 compartment sink with less than 2" trap or trap arm.
 - c. Ten or more DFUs must install adequately-sized and approved GGI.
2. Locate the interceptor/trap (GGI/HGI) in a manner that provides ready and easy accessibility for cleaning and inspection.
3. Unless otherwise specified by the Director of Operations, service the interceptor every 120 days, traps Supervisor, service will be performed on an individual basis as specified in each individual operational permit. Hydromechanical Grease Interceptors (HGIs) require weekly maintenance or at a frequency as determined by the Director of Operations Supervisor. Maintain backup copies of trip tickets and a service log, on the premises of the facility, for at least three (3) years.
4. Reports must be available to the Director of Operations Supervisor, as defined in Section 13.30.113 GHMC.
5. Allow inspection of the facility and of records by inspectors during reasonable hours.
6. ~~C.~~ If the Director of Operations Supervisor determines that there is a need for installation or upgrading of sample ports or grease interceptors

(GGIs/HGIs) on an existing facility, he/she shall direct the generator to install necessary improvements to bring existing facility into compliance.

B. Requirements for Grease Interceptor/Trap Gravity Grease Interceptor/Hydronechanical Grease Interceptor Sizing and Design Criteria

1. Size, type, and location of ~~grease interceptor/traps~~ GGIs/HGIs shall be in accordance with the manufacturers' instructions, the requirements of City of Gig Harbor Municipal Code and/or Public Works Standards, and Uniform Plumbing Code.

a. ~~d.~~ All grease bearing waste streams ~~should~~ shall be routed through an ~~appropriate~~ approved grease interceptor, including: three-compartment sinks, pot/pan sinks, soup kettles, hand-washing sinks, dishwashers, mop sinks and floor drains.

2. Applicability: These requirements are applicable to all commercial food service establishments, including those that are undergoing the following:

- a. New construction
- b. Interior remodeling to accommodate expansion or operational modifications
- c. Changes of ownership/occupancy or use.
- d. Facilities which may be experiencing difficulty in achieving compliance with maintenance and/or wastewater discharge limitations.

3. Sizing Requirements:

a. Sizing methods described herein are intended as guidance in determining ~~grease interceptor/trap~~ GGI/HGI sizes that ~~will~~ may afford the POTW a minimum degree of protection against grease and other obstructing materials. Sizing determinations are based on operational data provided by business owners or their contractors. In approving a generators plumbing or ~~grease interceptor/trap~~ GGI/HGI design, the City does not accept liability for the failure of a system to adequately treat wastewater to achieve effluent quality requirements specified under this Chapter. It is the responsibility of the generator and/or contractors to insure the appropriate level of treatment necessary for compliance with environmental and wastewater regulations.

~~Note: The following sizing criteria for grease traps are to be used only in the case of an existing establishment with no physical capability of installing a grease interceptor. All new facilities will be required to install a~~

~~grease interceptor according to the sizing criteria in the interceptor sizing guidelines within section 13.30.070 B. 5.~~

b. Tables in formulas found in Section 3. d. and 4. below shall be used to determine adequate grease trap Gravity Grease Interceptor/Hydrmechanical Grease Interceptor (GGI/HGI) sizing.

~~c. In the circumstance of "single service kitchens" with no food preparation (heat/serve only), and which use only paper service items, a minimum 50 gallon per minute (gpm) flow rated, or 100 pound grease retention, mechanical grease trap may be used. The trap must be readily accessible for cleaning and maintenance.~~

~~d. Recommended Ratings for commercial Grease Traps~~

Type of fixture	Rate of flow in gpm	Grease retention capacity rating, in pounds	Recommended maximum capacity of fixture connected to trap, in gallons
Restaurant kitchen sink	15	30	37.5
Single compartment scullery sink	20	40	50.0
Double compartment scullery sink	25	50	62.52
Single compartment sinks	25	50	62.52
Double compartment sinks	35	70	87.5
Dishwasher for restaurants: *Dishwashers shall not be connected to Grease Trap			

4. Grease Trap Gravity Grease Interceptor (GGI)/Hydrmechanical Grease Interceptor (HGI) Sizing Tables in Formulas:

It is the responsibility of the generator/owner and his/her contractors to ensure that the wastewater discharged from their facility is in compliance with the City's discharge limitations. For the purpose of plans review, a general assessment of grease trap GGI/ HGI design and size will be performed using the following tables in formulas. (These formulas have been demonstrated as

industry standards capable of achieving the City's discharge criteria when systems are maintained in proper conditions.)

~~Method 1: Uniform Plumbing Code~~

~~TABLE 10-2
Grease Traps~~

Total Number of Fixtures Connected	Required Rate of Flow per Minute, Gallons	Grease Retention Capacity, Pounds
1	20	40
2	25	50
3	35	70
4	50	100

~~TABLE 10-2
Grease Traps (Metric)~~

Total Number of Fixtures Connected	Required Rate of Flow per Minute, Liters	Grease Retention Capacity, kg
1	76	18
2	95	22
3	132	31
4	189	45

TABLE 7-3
Drainage Fixture Unit Values (DFU)

Inch	mm
1-1/4	32
1-1/2	40
2	50
2-1/2	65
3	80

Plumbing Appliance, Appurtenance, or Fixture	Min. Size Trap & Trap Arm ⁷	Private	Public	Assembly ⁸
Bathtub or Combination Bath/Shower	1-1/2"	2.0	2.0	
Bidet.....	1-1/4"	1.0		
Bidet	1-1/2"	2.0		
Clothes Washer, domestic, standpipe ⁵	2"	3.0	3.0	3.0
Dental Unit, cuspidor.....	1-1/4"		1.0	1.0
Dishwasher, domestic, with independent drain ²	1-1/2"	2.0	2.0	2.0
Drinking Fountain or Water Cooler	1-1/4"	0.5	0.5	1.0
Food-Waste-Grinder, commercial	2"		3.0	3.0
Floor Drain, emergency	2"		0.0	0.0
Floor Drain (for additional sizes see Section 702)	2"	2.0	2.0	2.0
Shower, single-head trap	2"	2.0	2.0	2.0
Multi-head, each additional	2"	1.0	1.0	1.0
Lavatory, single	1-1/4"	1.0	1.0	1.0
Lavatory, in sets of two or three	1-1/2"	2.0	2.0	2.0
Washfountain	1-1/2"		2.0	2.0
Washfountain	2"		3.0	3.0
Mobile Home, trap	3"	12.0		
Receptor, indirect waste ^{1,3}	1-1/2"			See footnote ^{1,3}
Receptor, indirect waste ^{1,4}	2"			See footnote ^{1,4}
Receptor, indirect waste ¹	3"			See footnote ¹
Sinks				
Bar	1-1/2"	1.0		
Bar ²	1-1/2"		2.0	2.0
Clinical	3"		6.0	6.0
Commercial with food waste ²	1-1/2"		3.0	3.0
Special Purpose ²	1-1/2"	2.0	3.0	3.0
Special Purpose	2"	3.0	4.0	4.0
Special Purpose	3"		6.0	6.0
Kitchen, domestic ² (with or without food-waste grinder and/or dishwasher)	1-1/2"	2.0	2.0	
Laundry ² (with or without discharge from a clothes washer)	1-1/2"	2.0	2.0	2.0
Service or Mop Basin	2"		3.0	3.0
Service or Mop Basin	3"		3.0	3.0
Service, flushing rim	3"		6.0	6.0
Wash, each set of faucets			2.0	2.0
Urinal, integral trap 1.0 GPF ²	2"	2.0	2.0	2.0
Urinal, integral trap greater than 1.0 GPF	2"	2.0	2.0	2.0
Urinal, exposed trap ²	1-1/2"	2.0	2.0	2.0
Water Closet, 1.6 GPF Gravity Tank ⁶	3"	3.0	4.0	6.0
Water Closet, 1.6 GPF Flushometer Tank ⁶	3"	3.0	4.0	6.0
Water Closet, 1.6 GPF Flushometer Valve ⁶	3"	3.0	4.0	6.0
Water Closet, greater than 1.6 GPF Gravity Tank ⁶	3"	4.0	6.0	8.0
Water Closet, greater than 1.6 GPF Flushometer Valve ⁶	3"	4.0	6.0	8.0

¹ Indirect waste receptors shall be sized based on the total drainage capacity of the fixtures that drain therein to, in accordance with Table 7-4.

² Provide a two (2) inch (51 mm) minimum drain.

³ For refrigerators, coffee urns, water stations, and similar low demands.

⁴ For commercial sinks, dishwashers, and similar moderate or heavy demands.

⁵ Buildings having a clothes-washing area with clothes washers in a battery of three (3) or more clothes washers shall be rated at six (6) fixture units each for purposes of sizing common horizontal and vertical drainage piping.

⁶ Water closets shall be computed as six (6) fixture units when determining septic tank sizes based on Appendix K of this code.

⁷ Trap sizes shall not be increased to the point where the fixture discharge may be inadequate to maintain their self-scouring properties.

⁸ Assembly [Public Use (See Table 4-1)].

Table 10-2

Hydromechanical Grease Interceptor (HGI)
Sizing Chart*

DFU	HGI Flow (gpm)
8	20
10	25
13-8** (Maximum Units Allowed to HGI)	35
20	50
35	75
172	100
216	150
342	200
428	250
576	350
720	500

~~*Based on intermittent potentially full flow in drainage lines.~~

~~**Gravity Grease Interceptor must be installed if number of DFU's exceeds 8.~~

TABLE 10-2

Hydromechanical Interceptor Sizing Using Gravity Flow Rates¹

<u>Diameter of Grease Waste Pipe</u>	<u>Maximum Full Pipe Flow (gpm)²</u>	<u>Size of Grease Interceptor</u>	
		<u>One-Minute Drainage Period (gpm)</u>	<u>Two-Minute Drainage Period (gpm)</u>
2"	20	20	10
3"	60	75	35
4"	125	150	75
5"	230	250	125
6"	375	500	250

¹ For interceptor sizing by fixture capacity see the example below.

² 1/4" (.240) slope per foot based on Manning's formula with friction factor N = .012

EXAMPLE FOR SIZING HYDROMECHANICAL INTERCEPTOR(S) USING FIXTURE CAPACITY

Step 1: Determine the flow rate from each fixture.

$$[\text{Length}] \times [\text{Width}] \times [\text{Depth}] / [231] = \text{Gallons} \times [.75 \text{ fill factor}] / [\text{Drain Period (1 min or 2 min)}]$$

Step 2: Calculate the total load from all fixtures that discharge into the interceptor.

<u>Fixtures</u>	<u>Compartments</u>	<u>Load (gallons)</u>	<u>Size of Grease Interceptor</u>	
			<u>One-Minute Drainage Period (gpm)</u>	<u>Two-Minute Drainage Period (gpm)</u>
<u>Compartment size</u> 24" x 24" x 12"	2	44.9		
<u>Hydrant</u>		3		
<u>Rated Appliance</u>		2		
		49.9	50	25

5. Gravity Grease Interceptor: Where sizing formulas result in determination of an exterior grease interceptor (GGI) less than 750 gallons in capacity, minimum size shall be 750 gallons.

The size of a grease interceptor shall be determined by the following formula:

$$\text{Number of meals} \times \text{waste flow} \times \text{retention} \times \text{storage} = \text{Size Requirement}$$

Per Peak hour (1) — rate (2) — time (3) — factor (4) — (liquid capacity)

~~(1) Meals served at the Peak Hour:~~

~~The number of meals served at the peak hour is obtained by multiplying the number of seats by 60, and dividing by the estimated time it takes for a patron to eat. For new restaurants, it may be estimated to be equal to the~~

seating capacity. For restaurants with drive-through service, the estimated drive-through service rate at peak hour should be included. In rest homes, camp kitchens and other similar kitchens, the peak meals would be equal to the occupant load.

(2) Waste Flow Rate:

- a. With dishwashing machine _____ 6 gallon flow
- b. Without dishwashing machine _____ 5 gallon flow
- c. Single service kitchen _____ 2 gallon flow
- d. Food waste disposer _____ 1 gallon flow

(3) Retention Times:

- a. Commercial kitchen waste/dishwasher _____ 2.5 hours
- b. Single service kitchen single serving _____ 1.5 hours

(4) Storage Factors:

- a. Fully equipped commercial kitchen _____ 8 hour operation =1
- b. _____ 16 hour operation=2
- c. _____ 24 hour operation=3
- d. Single service Kitchen _____ =1.5

Table 10-3
Gravity Grease Interceptor Sizing

<u>DFUs (1, 3)</u>	<u>Interceptor Volume (2)</u>
8	750 gallons
10	750 gallons
21	750 gallons
35	1,000 gallons
90	1,250 gallons
172	1,500 gallons
216	2,000 gallons
307	2,500 gallons
342	3,000 gallons
428	4,000 gallons
576	5,000 gallons
720	7,500 gallons
2112	10,000 gallons
2640	15,000 gallons

** DFUs are calculated using Uniform Plumbing Code Table 7-3

Notes:

- (1) The maximum allowable DFUs plumbed to the kitchen drain lines that will be connected to the grease interceptor.
- (2) This size is based on: DFUs, the pipe size from this code; Table 7-5; Useful Tables for flow in half-full pipes (ref: Mohinder Nayyar Piping Handbook, 3rd Edition 1992). Based on 30-minute retention time (ref.: George Tchobanoglous and Metcalf & Eddy. Wastewater Engineering Treatment, Disposal and Reuse, 3rd Ed. 1991 & Ronald Crites and George Tchobanoglous. Small and Decentralized Wastewater Management Systems, 1998). Rounded up to nominal interceptor volume.
- (3) When the flow rate of directly connected fixture(s) or appliances(s) have no assigned DFU values, the additional grease interceptor volume shall be based on the known flow rate (gpm) multiplied by 30 minutes.

Additional information and assistance about sizing and installation can be obtained through the ~~Division of Fire and Building~~ Building and Fire Safety Department and/or the Public Works Operations/Engineering Divisions of the City of Gig Harbor.

6. Alternate Sizing Formulas/Proposals.

Facilities that propose the use of alternate sizing techniques and/or procedures that result in specifications that differ from calculated requirements (or are less than the MINIMUM 750 gallon requirement), must submit formulas and other bases to the ~~Director of Operations~~ Supervisor to support proposed grease interceptor (GGI/HGI) size/installation. Submission should also provide documentation of the generator's ability to meet effluent quality requirements. The generator's proposal must be signed by an engineer licensed in the state of Washington. The ~~Director of Operations~~ Supervisor shall make the final decision on any installation.

Notable Exceptions: Drains that receive "clear waste" only, such as from ice machines, condensate from coils and drink stations, may be plumbed to the sanitary system without passing through the grease interceptor with the condition that the receiving drain is a "hub" type that is a minimum of two inches above the finished floor.

~~7. Construction/Installation.~~

~~All permitting, construction, and inspection activities must be completed in accordance with the Gig Harbor Municipal Code and Public Works Standards. Additionally, the following specifications must be incorporated into grease interceptor design.~~

~~a. The grease interceptor shall be constructed with a minimum of two chambers or shall have a minimum of two tanks in series. b. There must be inlet and outlet tees made of 6" schedule 40 PVC installed. The inlet T should extend down approximately one third the depth of the interceptor from the top and the outlet tee should be located twelve inches off of the bottom of the interceptor.~~

~~c. Grease interceptors are to be installed at a minimum distance of 10 ft. from sinks and dishwashers to allow for adequate cooling of wastewater. Water temperatures must be less than 140 degrees F. prior to entering grease interceptor.~~

~~d. All grease bearing waste streams should be routed through an appropriate grease interceptor, including: three compartment sinks, pot/pan sinks, soup kettles, hand washing sinks, dishwashers, mop sinks and floor drains.~~

~~e. All exterior or recessed Grease Interceptors are to be installed with an Effluent Sampling Well, equivalent to: a. Parks Equipment Services Sample Well SWB-9; b. American Industrial Pre-Cast Products Test well; or c. Uopnor Sample well. Sample wells will have a 15" diameter access Cover and a minimum 4" drop from inlet to outlet piping through the sampling well. Mechanical Grease Traps and Interceptors that are installed above ground must be equipped with an influent flow regulator and an effluent valve assembly that allows for sample collection.~~

7. & Generator/owner Responsibilities: It is the responsibility of the generator to insure compliance with the City of Gig Harbor's discharge limitations.

Hazardous wastes, such as acids, bases, grease emulsifying agents strong cleaners, pesticides, herbicides, heavy metals, paint, solvents, gasoline or other hydrocarbons, shall not be disposed of where they would go through GGIs/HGIs or grit traps. If commercial dishwashers are discharged through a grease interceptor GGI, care must be taken in system design. Dishwashers use detergents and elevated water temperatures that will melt grease. If the interceptor GGI is either too small or too close to the commercial dishwasher, grease may pass through the interceptor GGI/HGI and into the collection system. Relocation and upsizing may be required to comply with City discharge requirements. (Dishwashers may not discharge through a Hydromechanical Grease Interceptor (HGI) without the Supervisor's approval as per UPC Code 1014.1.3).

Generators/owners are responsible for maintaining grease interceptors GGI/HGIs in continuous proper working condition. Further, generators are responsible for inspecting, repairing, replacing, or installing apparatus and equipment as necessary to ensure proper operation and function of grease interceptors GGI/HGIs and compliance with discharge limitations at all times.

Interceptors GGI/HGIs shall be maintained with a minimum frequency of every 120 days as specified in individual Operational Permit to ensure proper function. (Maintenance frequency assumes proper sizing and installation consistent with this requirement.) The interceptor GGI/HGI shall be maintained more frequently if needed to meet the city's discharge criteria. If, in cooperation with the Supervisor of the POTW, frequency of cleaning can be extended, without degradation of interceptor GGI/HGI effluent, an alternative schedule can be approved. Records of maintenance are required to be maintained on site for three (3) years. (120-day maintenance frequency assumes proper sizing and installation consistent with this requirement.)

Enzymes, solvents, and emulsifiers are not permitted, as they will only change the form of grease, allowing it to be carried out of the interceptor GGI/HGI with the wastewater and deposited in the collection system (POTW).

Biological treatment systems must be pre-approved by the Director of Operations Supervisor. These systems will not alleviate the necessity for inspection and proper maintenance

Section 13.30.080. Gravity Grease Interceptor (GGI) Construction.

A. Any generator responsible for discharges requiring a grease-interceptor GGI shall, at his/her expense and as required by the City, provide plans and specifications for equipment and facilities of a design type and design capacity approved by the Public Works Operations/Engineering Division of the City of Gig Harbor. The grease interceptor GGI must be in compliance with the Gig Harbor Municipal Code and Public Works Standards, and Uniform Plumbing Code. The generator shall locate the interceptor in a manner that provides easy accessibility for cleaning, maintenance and inspection and maintain the interceptor in effective operating condition. Representatives of the Public Works Operations/Engineering Division shall inspect and approve the interceptor during construction and upon completion before any service connections are made.

B. a. The GGI shall be constructed with a minimum of two chambers or shall have a minimum of two tanks in series. All tanks shall be coated with an approved material to maintain structural integrity externally for inflow prevention and internally to protect degradation of structure from hydrogen sulfide and/or compounds that may damage integrity (see Public Works Standards for approved coatings).

C. b. There must be inlet and outlet tees made of minimum 6" schedule 40 PVC installed. The inlet T should extend down approximately one-third the depth of the interceptor (GGI) from the top and the outlet tee should be located twelve inches off of the bottom of the interceptor.

D. B. Construction of items listed herein in accordance herewith or in accordance to the City's specifications shall not constitute a defense to unlawful discharge and shall not limit the generator's liability for any surcharge stated in this Chapter.

~~E. e.~~ ~~All exterior or recessed Gravity Grease Interceptors (GGIs) are to be installed with an Effluent Sampling Well, per City Public Works Standards.~~

~~C.~~ ~~If the Director of Operations determines that there is a need for installation or upgrading of sample ports or grease interceptors on an existing facility, he/she shall direct the generator to install necessary improvements to bring existing facility into compliance.~~

~~C. D.~~ ~~Where process wastewaters are generated in only part of the facility, the process wastewaters may, at the option of the Director of Operations, discharge into a grease interceptor servicing only those areas, as long as the interceptor is of adequate capacity and is not connected to any restroom facility.~~

~~D. E. The Director of Operations may waive the requirement for a grease interceptor, provided the grease generator can verify that only domestic sewage is being discharged, with no floor drains or process water. The Director of Operations may require testing by the generator in connection with this request, with all costs for this testing being at the generator's expense.~~

Section 13.30.090. Service, Inspection and Monitoring Ports.

A. Except for grease traps HGIs, each interceptor (GGI) shall be located outside of a building or structure in an area accessible for service, and so installed and connected that it shall be at all times easily accessible for inspection, and for cleaning and removal of the intercepted waste. Inlet inspection ports, interceptor inspection ports, and effluent monitoring ports shall be in areas where vehicles may not temporarily block access to inspection. The use of ladders or the removal of bulky equipment or stored materials in order to inspect inlet flow, inspect or service interceptors, or sample interceptor effluent shall be unacceptable. Inspection ports and monitoring ports shall be located so as to allow inspectors quick and easy access to the inlet flow, each compartment of the interceptor, and the effluent from the interceptor. ~~An interceptor shall not be installed in any part of a building where food is handled.~~ The location of all interceptors, inspection ports, and monitoring ports shall meet the approval of the ~~Director of Operations~~ Supervisor and shall be shown on the approved building plans.

B. ~~A one-piece removable metal plate covering the entire interceptor shall be preferred as an interceptor inspection port, though at the discretion of the Director of Operations,~~ Standard manhole ports with risers may shall be installed over each divider inlet, outlet and crossover connections of in the interceptor (GGI), but in either case all parts of the interceptor (GGI) shall be easily accessible for cleaning and visual inspection. A monitoring port shall be provided for ease in sampling the treated effluent from the interceptor (GGI) ~~and shall be as close as possible to the connection with the city sewer within the bounds of the facility property.~~ The port shall be installed according to the specifications of Public Works Standards, the Director of Operations or as approved by the Supervisor. The port shall be installed and maintained at the generators expense. A generator shall properly place, monitor, and maintain the monitoring port so that wastewater samples taken from the monitoring port are representative of wastewater leaving the interceptor. It shall be unlawful for a grease generator to divert sewage around a monitoring point into the POTW.

Section 13.30.110. Grease Traps. Hydromechanical Grease Interceptors (HGIs).

A. In the event that an outside grease interceptor Gravity Grease Interceptor (GGI) is not practical or not required, a grease trap Hydromechanical Grease Interceptor (HGI) may be installed subject to the approval of the ~~Director of Operations~~ Supervisor. In addition to the regular requirements of grease interceptors, grease traps Gravity Grease Interceptors, Hydromechanical Grease Interceptors are subject to the

additional requirements. Refer to Note in Section 13.30.070 B.3. Facilities using five or more fixtures shall install a minimum 750 gallon grease interceptor.

B. General requirements.

~~1. The location of such interceptors shall be in as close proximity to the source of wastewater as physically possible.~~

~~2. 1. The lid shall be secured to the body and easily accessible and removable with the use of common tools. No special tools shall be needed to remove the lid. Grease traps HGI and grease interceptors must be watertight and be constructed of materials not subject to excessive corrosion or decay. 6. The trap HGI shall be coated so as to be resistant to corrosion. Refer to City of Gig Harbor Public Works Standards Chapter 5 List of Drawings for Specifications.~~

~~3. 2. Baffle systems and all other internal pieces shall be removable to facilitate cleaning and replacement, but must be in place at all other times.~~

~~4. 3. The lid shall cover the deep seal trap HGI. The deep seal trap shall be constructed so as to eliminate the possibility of sewer gas entering the kitchen area.~~

~~5. The trap HGI shall be constructed with bottom supports so that the body of the trap HGI does not corrode by coming into contact with the floor.~~

~~7. 4. Mechanical Grease Traps HGIs and Interceptors that are installed above ground must be equipped with an influent flow regulator and an effluent valve assembly that allows for sample collection.~~

C. Installation requirements.

1. The trap HGI may be set on the floor, partially recessed in the floor with top flush with the floor, or fully recessed below the floor to suit piping and structural conditions, as acceptable by the Building and Fire Safety Division Department of the City.

2. There shall be sufficient clearance for the removal of the trap HGI cover for cleaning and inspection.

~~3. Unless specifically approved by the Building and Fire Safety Division, runs of pipe exceeding 25 feet between fixture and trap shall not be permitted.~~

4. 3. The trap HGI shall not be installed in a waste line from a garbage grinder. Any garbage grinder waste shall bypass the trap HGI.

5. 4. A suitable flow control fitting shall be installed ahead of the trap HGI in the waste line beyond the fixture and as close as possible to the underside of the lowest fixture. When wastes of two or more sinks or fixtures,

are combined to be used by one trap HGI, a single flow control fitting shall be used.

6. 5. Air intake for flow control ~~either~~ shall either terminate under the sink drain board as high as possible to prevent overflow, or shall terminate in a return bend at the same height and on the outside of the building. (The UPC requires devices to be readily accessible and in a visible location.)

7. 6. To retain water and prevent siphoning, all traps HGI shall have a vented waste, sized in accordance with the UPC.

8. 7. With the approval of the ~~Division of~~ Fire and Building Safety Department, one trap HGI may be used to serve multiple fixtures if the fixtures are located close together and the trap HGI is sized to meet the combined flow of all the fixtures.

D. Maintenance requirements.

1. Traps Hydromechanical Grease Interceptors (HGIs) shall be serviced weekly or as needed on an individual basis. This will be determined by the amount of grease produced and a maximum measurement of no more than 3" accumulation on the top of the trap HGI or 25% of the total liquid volume is occupied by floating solids or sediment. In addition, and discharge does not exceed the 100mg/L limit. After accumulated grease and waste has been removed, the trap HGI shall be thoroughly inspected to make certain that inlet, outlet, and air relief ports are clear of obstructions.

2. Grease and other waste removed from the trap HGI shall not be introduced into any drain, sewer, or natural body of water. The waste shall be placed in proper containers for proper disposal. It shall not be mixed with "edible" grease. Grease and waste removed from a trap HGI shall not be disposed of in such a manner so as to become food for animals or humans.

3. The grease generator shall maintain adequate documentation that the trap HGI is appropriately cleaned and inspected as referenced in Section 13.30.113 Interceptor/Trap Hydromechanical Grease Interceptor Maintenance Log. Grease Interceptor/Trap Hydromechanical Grease Interceptor Waste Generators shall meet all applicable federal, state and local requirements regarding the accumulation, generation, and disposal of waste.

Section 13.30.111. Interceptor Pumping and Cleaning (GGI/HGI)

A. Required Pumping Frequency

1. Unless otherwise specified by the ~~Director of Operations Supervisor~~, each interceptor (GGI/HGI) in active use shall be cleaned at least once every 120 days as specified in the individual Operational Permit. Each GGI/HGI is reviewed on a case by case basis. The frequency may increase or decrease

~~depending upon the need to prevent carry over of grease into the POTW. Unless it can be demonstrated to the Director of Operations Supervisor that the pumping frequency can be performed at greater intervals. However, the interceptor may need to be cleaned more frequently as needed to prevent carry over of grease into the POTW.~~ The Director of Operations Supervisor may specify cleaning more frequently when current pumping schedule is shown to be inadequate. Additional pumping may be required during time periods where increased loading is anticipated. Any grease generator desiring a schedule less frequent than established shall submit a request to the Director of Operations Supervisor along with testing (as required by the Director of Operations Supervisor) and copies of the cleaning records for the last four (4) interceptor (GGI/HGI) cleanings, including measurements of the thickness of the surface scum/grease layer and sediment.

2. At any time if an inspection finds the interceptor (GGI/HGI) ~~to be full having solids occupying 25% or more of the interceptor's liquid capacity,~~ immediate steps shall be taken by the grease generator to pump out and clean the interceptor. The inspector shall make an evaluation of the advisability of allowing discharge to continue, and may at his or her discretion order an immediate cessation of all discharge from the facility. In any case, the Grease Interceptor Operational Permit of the facility may be amended so as to compel more frequent pumping and cleaning of the interceptor (GGI/HGI).

B. All interceptors (GGIs/HGIs) shall be maintained by the grease generator at the grease generator's expense. If generator fails to comply with its cleaning schedule or is not adhering to the requirements of this chapter the City shall have the interceptor (GGI/HGI) cleaned and bill the generator for all cost's associated with its cleaning.

C. Requirement for Increased Pumping or Servicing.

If the Director of Operations Supervisor finds that a change in pumping or servicing of an interceptor (GGI/HGI) is necessary for an existing facility to meet the discharge limits stated in this chapter, ~~or solids occupying 25% of the interceptors (GGIs/HGIs) liquid capacity,~~ the Director of Operations Supervisor may order a change in pumping or servicing of an interceptor (GGI/HGI). If the Director of Operations Supervisor orders a change in the pumping or servicing, then the Director of Operations Supervisor shall inform the generator and owner of the new schedule and their responsibility to adhere to the new schedule.

D. Interceptor (GGI/HGI) Maintenance Log.

1. Every generator having a GGI or HGI shall maintain an Interceptor/trap Gravity Grease Interceptor/Hydrmechanical Grease Interceptor Maintenance Log indicating each pumping or cleaning for the previous twelve (12) months. This log shall include the date, time, amount pumped (removed), hauler and disposal site, and shall be kept in a conspicuous location on the premises of the

facility for inspection. Food service establishments shall keep the log posted. Said log shall be made immediately available to any authorized City inspector.

2. A copy of the information required in the maintenance log must be available to the inspector at the time of inspection to be removed and become the City's record. The inspection period shall run from January 1 through December 31 of each year. Regular inspections will occur twice yearly, or as required by "Operational Permit". Repeat inspections for those interceptors (GGIs/HGIs) not meeting maintenance requirements will be done 30 days from initial inspection.

E. Cleaning Procedures

1. The owner or an employee of the facility shall supervise the interceptor (GGI/HGI) cleaning, and shall be physically present and observe the entire cleaning operation and sign the maintenance log as proof.

2. A generator shall cause the liquid waste hauler, transporter, or any other person cleaning or servicing an interceptor (GGI/HGI) to completely evacuate all contents, including grease floating materials, wastewater, and bottom sludges and solids. Skimming the surface layer of waste material and other partial cleaning of the interceptor (GGI/HGI) or use of any method that does not remove the entire contents of the collection device is prohibited. The suction Removal of the floating materials shall be done prior to removal of other contents. After complete evacuation, the walls, top, and bottom of the interceptor (GGI/HGI) shall then be thoroughly scraped cleaned and the residue removed. Upon completion of the servicing, the manager or their designee of the facility shall make an inspection of the interior of the interceptor (GGI/HGI) and then personally sign the trip ticket. In the case of an HGI, an entry on the maintenance log shall serve as the trip ticket. The manager or their designee shall make an appropriate entry in the facility Interceptor Maintenance Log, and leave a copy of the trip ticket with the log for the inspector to pick up at the next inspection. Food service establishments shall keep all trip tickets posted with their Pierce County Health Food Permit. Said trip tickets and maintenance logs shall be made immediately available to any authorized City inspector.

3. The generator shall prohibit the discharge of liquid, semi-solids, or solids back into an interceptor (GGI/HGI) during and/or after servicing. Decanting or discharging of removed waste back into the interceptor (GGI/HGI) from which the waste was removed or any other interceptor, for the purpose of reducing the volume to be disposed, is prohibited.

4. Each gravity interceptor (GGI) pumped shall be fully evacuated unless the interceptor volume is greater than the tank capacity on the vacuum truck in which case the transporter shall arrange for additional transportation capacity so that the interceptor is fully evacuated within a twenty four (24) hour period following the transporter's inability to fully evacuate the interceptor.

F. Disposal of Interceptor (GGI/HGI) Waste.

All waste removed from each interceptor (GGI/HGI) shall be disposed of at a facility permitted and authorized to receive such waste in accordance with all applicable Federal, State, and local regulations. In no way shall the waste be returned to any private or public portion of the POTW, without prior written approval from the ~~Director of Operations Supervisor~~, nor may it be returned to any portion of the POTW not specifically designated by the Wastewater Collections/Treatment ~~superintendent Supervisor~~. Additionally, grease removed from an interceptor (GGI/HGI) shall not be recycled so as to become a food product or part of a food product for animal or human consumption.

G. Vacuum Truck Cleaning Service

It shall be unlawful for a grease or grit generator/owner to allow grease or grit ~~interceptor~~ waste to be removed from his/her premises by a transporter who does not have all applicable Federal, State, or local permits or registrations, including, at a minimum, a Washington State Waste Hauler's Permit and City business license.

Section 13.30.112. Grease Interceptor (GGI/HGI) Operational Permit Requirements.

A. It is unlawful for any facility to discharge effluent from a grease interceptor (GGI/HGI) without authorization from the ~~Director of Operations Supervisor~~. Authorization shall be given in the form of a "Grease Interceptor (GGI/HGI) Operational Permit."

B. No separate application is necessary for a Grease Interceptor (GGI/HGI) Operational Permit. The ~~Director of Operations Supervisor~~ shall examine the information contained in the application materials for the underlying permit, including, but not limited to the ~~Grease Trap requirements for GGI/HGI Installation Guidelines~~. If it is determined by the ~~Director of Operations Supervisor~~ that the proposed discharge is consistent with the provisions of this Chapter, and any other applicable Federal, State, or local requirement or regulation, and the permit fee is paid, a Grease Interceptor (GGI/HGI) Operational permit shall be issued allowing the facility to discharge into the POTW. Each Grease Interceptor (GGI/HGI) Operational permit shall be in effect from issue until the business stops, changes or the ~~Director of Operations Supervisor~~ declares a necessity for a change to meet discharge requirements. The terms and conditions of the permit may be subject to modification at any time during the term of the permit as limitations or requirements as identified in this chapter are modified or other just causes exist.

The permittee shall be informed of any proposed changes in the issued permit at least thirty days prior to the effective date of the change(s). Any changes or new conditions in the permit shall include a reasonable time schedule for compliance.

The permit cannot be appealed administratively.

Section 13.30.113. Required Reporting.

A. All permitted Gravity Grease Interceptor (GGI) /trap Hydromechanical Grease Interceptor (HGI) waste generators shall, at a frequency and time determined by the POTW Supervisor, but in no case less than once per year, shall make available to the POTW Supervisor:

1. Copies of all manifests trip tickets made by liquid waste transporters servicing their ~~grease interceptor/trap~~ GGI/HGI during the reporting period;

2. A copy of the ~~Interceptor/trap~~ Gravity Grease Interceptor/Hydromechanical Grease Interceptor Maintenance Log;

3. Any other information required by the Grease Interceptor (GGI/HGI) Operational Permit, including analysis of the discharge to the POTW of such pollutants waste as the ~~Director of Operations~~ Supervisor may require. Such analysis shall be in accordance with requirements of this chapter, and Chapter 13.28 of the Gig Harbor Municipal Code

Section 13.30.114. Grease Interceptor Treatment Products.

A. Use of grease interceptor treatment products, including bacteria, designed to digest grease, is specifically prohibited.

B. Acceptance of such products for use may be considered only where a valid screening test, showing the product's ability to treat the waste and to produce an effluent in compliance with this chapter has been performed in accordance with methods outlined by the ~~Director of Operations~~ Supervisor.

C. Screening tests for such grease interceptor treatment products shall be designed by the ~~Director of Operations~~ Supervisor on a case-by-case basis.

D. The results of screening tests shall be subject to technical review by the ~~Director of Operations~~ Supervisor. All costs of screening tests shall be borne by the facility generator whether or not the product is accepted for use.

E. If a product is accepted for use, each facility shall obtain written permission from the ~~Director of Operations~~ Supervisor to use the product.

F. Complete descriptions of the chemical composition of all products must be disclosed to the ~~Director of Operations~~ Supervisor.

G. The ~~Director of Operations~~ Supervisor may revoke permission to use such products where the effluent from the interceptor or basin in which the product is used fails to meet the requirements of this Chapter.

Section 13.30.115. Mobile Treatment Processes.

Any person wishing to make use of a mobile treatment process or of an on-site process to clean or service grease interceptors or grit interceptors shall demonstrate the process to the satisfaction of the ~~Director of Operations~~ Supervisor. Included with the demonstration shall be a written explanation of the treatment process. Any costs to the City associated with the demonstration, such as, but not limited to sampling and analysis, shall be recovered. Complete descriptions of the chemical composition of all products must be disclosed to the ~~Director of Operations~~ Supervisor along with an MSDS sheet for said product.

Section 13.30.116. Facility Closure.

(Note: Plumbing permit required for any alterations of plumbing system.)

A. When a facility with a grease interceptor (GGI/HGI) closes for business, and is subsequently:

1. Razed or demolished, then any grease interceptor (GGI/HGI) ~~or interceptors or traps~~ shall be either:

a. Physically removed, or

b. Have all contents pumped out, a straight line plumbed from the inlet to the outlet, and the remainder of the tank filled with soil or sand.

2. Remodeled such that the grease interceptor (GGI/HGI) will not be used, then the grease interceptor or interceptors ~~or traps~~ may be left in place, however:

a. The grease interceptor (GGI/HGI) ~~or traps~~ shall have all effluent contents pumped out, the trap GGI/HGI cleaned thoroughly, and the grease interceptor ~~or traps~~ left dry and empty, and

b. Be re-plumbed as to bypass the existing grease interceptor or interceptors ~~or traps~~, either by straight through or by bypassing methods, while leaving the empty trap GGI/HGI and in place for possible future utilization by another business, or

3. Replaced with a type of business that will not utilize the grease interceptor (GGI/HGI), then that business may have any existing grease interceptor or interceptors ~~or traps~~:

a. Physically removed, or

b. Re-plumbed as to bypass the existing grease interceptor or interceptors ~~or traps~~, either by straight through or by bypassing methods, while leaving the empty trap HGI ~~and~~ in place for possible future utilization by another business, or

c. Re-plumbed with a straight line ~~plumbed~~ from the inlet to the outlet, and the remainder of the grease interceptor or interceptors ~~or traps~~ filled with soil or sand. In all instances, the owner of the premises shall appropriately inform the ~~Director of Operations~~ Supervisor and perform the closure at such a time so as to permit an inspector to be physically present during the removal or filling of the interceptor (GGI).

Section 13.30.117. Monitoring, Inspection and Entry.

A grease generator shall, during reasonable business hours, allow the inspectors access to all parts of the premises for purposes of inspection, sampling, records examination and copying, and the performance of additional duties. The right of access of the ~~Director of Operations~~ Supervisor shall be considered at least as extensive as the authority provided under 13.28.040 of the Gig Harbor Municipal Code.

Section 13.30.118. Confidentiality and Proprietary Information.

Information and data obtained from reports, surveys, grease interceptor (GGI/HGI) permits, and monitoring programs, and from the ~~Director of Operations~~ Supervisor inspection and sampling activities, and any other information submitted to the ~~Director of Operations~~ Supervisor pursuant to this Chapter, shall become public record at least to the extent provided by the public disclosure act, chapter 42.17 RCW.

Section 13.30.119. Suspension of Service

A. The Administrative Authority and/or City may suspend water or sewer service when such suspension is necessary, in the opinion of the Administrative Authority, in order to stop an actual or threatened discharge which:

1. Presents or may present an imminent or substantial endangerment to the health or welfare of persons or the environment;
2. Causes stoppages or excessive maintenance to be performed to prevent stoppages in the sanitary sewer collection system;
3. Causes interference to the POTW or;
4. Causes the City to violate any condition of its NPDES permit.

B. Any person notified of a suspension of the water or sewer service shall immediately stop or eliminate the discharge. In the event of a failure of the person to

comply voluntarily with the suspension order, the City shall take such steps as deemed necessary, including immediate termination of water or sewer service, to prevent or minimize damage to the POTW system or sewer connection or endangerment to any individuals. The City shall reinstate the water or sewer service when such conditions causing the suspension have passed or been eliminated. A detailed written statement submitted by the grease generator describing the cause(s) of the harmful discharge and the measure(s) taken to prevent any future occurrence shall be submitted to the City within fifteen (15) days of the date of occurrence.

C. In addition to prohibiting certain conduct by natural persons, it is the intent of this chapter to hold a corporation, association, legally responsible for prohibited conduct performed by an agent acting in behalf of a corporation or association.

Section 13.30.120 Fees. The City shall adopt fees for administration of this chapter by separate resolution.

Section 13.30.121. Violations and penalties.

A. This chapter shall be enforced according to the procedures set forth in chapter 12.17 GHMC. The person authorized to enforce this chapter pursuant to chapter 12.17 GHMC is the ~~Director of Operations~~ Supervisor or his/her designee.

B. It is unlawful for any grease generator to discharge into the POTW in any manner that is in violation of this Chapter or of any condition set forth in this ordinance. Additionally, a person commits an offense if the person causes or permits the plugging or blocking of, or otherwise interferes with or permits the interference of a grease interceptor (GGI/HGI) or the POTW, including alteration or removal of any flow constricting devices so as to cause flow to rise above the design capacity of the interceptor (GGI/HGI).

C. No person, and/or facility shall discharge grease in excess of 100 mg/l to the POTW. If such discharge occurs, the person or facility shall be considered in violation of this ordinance and subject to the remedies described herein. This includes non-permitted facilities.

~~C. Any person, operator, or owner who shall violate any provision of this ordinance, or who shall fail to comply with any provision hereof, shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine of not more than five thousand dollars (\$5,000.00) and or up to a year in jail for each violation. Each day a violation continues shall constitute a separate offense and shall be punished accordingly.~~

~~D.~~ E. A permittee is liable to the City for any expense, loss, or damage occasioned by the City for reason of appropriate cleanup and proper disposal of said waste materials.

Section 13.30.122. Remedies Not Exclusive

The remedies set forth in this Chapter are not exclusive. The City Council may authorize the City Attorney to take any legally authorized actions against a noncompliant permittee or generator, including, but not limited to, all applicable remedies enumerated in this Chapter and available under applicable law.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of ____, 2010

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 03/03/10
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



Wastewater Treatment Plant CLIENT ASSISTANCE MEMO

GREASE INTERCEPTOR GUIDELINES

Who needs a grease interceptor?

Any food service establishment that cuts, cooks, bakes, prepares or serves food, which disposes of food-related wastes and/or which has a local, State, and/or Federal food service permit.

Exemptions:

- Modifications to existing facilities that do not add new buildings or new grease generating activities are exempt from this requirement.
- Adult family homes and family day care facilities.
- Beverage/Coffee Stand" means a facility that serves primarily coffee, tea, juices and other nonalcoholic beverages.

I have determined that my food service establishment does require an interceptor, what is the next step?

You will need to fill out a Grease Interceptor Permit which is available at the Building/Planning Counter. Information needed to fill out this permit can be found in the City of Gig Harbor Grease Ordinance 1107. To determine what size interceptor you will need to refer to Section 13.30.070 Table 7-3, Table 10-2 and Table 10-3 of the current Grease Ordinance located on the City of Gig Harbor website: www.cityofgigharbor.net. A hard copy will be available upon request. If you need to speak to someone, you may call the WWTP Supervisor @ 253-851-8999.

Is there a fee?

Yes there is. Consult the City of Gig Harbor's Permit Coordinator for current fee.

How long does it take to get a Grease Interceptor Permit?

Generally two weeks or less.

How long is the Grease Interceptor Permit valid for?

180 days. Extensions may be granted upon request.

Other Fees and Utility Hook-up Fees:

1. Plumbing Permit
2. Mechanical Permit
3. Sanitary Sewer Hook-up
4. Water Meter Hook-up

Is maintenance required?

Yes, an operational permit will be issued by the WWTP Supervisor before connection to the sanitary sewer. The schedule initially will be set up per City history of like facilities. Once an individual history is established, the WWTP Supervisor will adjust the schedule as needed to provide minimum protection to the Publicly Owned Treatment Works (POTW). No fee will be required for the operational permit.

Your role in maintaining your grease interceptor will be as stated in your operational permit at your expense. Maintenance frequency depends on type of establishment you have. Depending on the size of the interceptor, this could vary from once per week, to once every six months.

What if I have other questions?

Permits – Contact Patty McGallian,
Permit Coordinator, 253-851-6170
Sizing & Operational Permit – Darrell Winans,
Supervisor, WWTP, 253-851-8999

For more information: This client assistance memo provides information on general requirements for a grease interceptor. In addition, the Gig Harbor Municipal Code contains requirements for permitting. For more information on the permitting and use of Grease Interceptors, contact the City of Gig Harbor Building & Fire Safety Department @ 253.851.6170. We thank you for your cooperation.



Subject: 2010 Update of GHMC Title 15 - Buildings and Construction

Proposed Council Action: Approve the adoption of the updated GHMC Title 15 as presented.

Dept. Origin: Building/Fire Safety

Prepared by: D. Bower

For Agenda of: April 12, 2010

Exhibits: Title 15 updates

Initial & Date

Concurred by Mayor: CLH 3/2/10
Approved by City Administrator: RJK
Approved as to form by City Atty: by e-mail
Approved by Finance Director: QR 3/2/10
Approved by Department Head: DB 02.25.10

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

On July 1, 2010 the triennial update to the State Building Code (SBC) will go into effect. In accordance with state law, all local jurisdictions with responsibility for enforcing the SBC must, at a minimum, adopt the updated SBC.

In this update, the State is adopting the 2009 editions of the *International Building, Residential, Fire, Mechanical, Fuel Gas and Existing Building Codes* promulgated by the International Code Council and the *Uniform Plumbing Code* promulgated by the International Assn. of Plumbing and Mechanical Officials, with particular state amendments.

In addition the state will be adopting some form of the WA State Energy Code (WSEC). The term "some form" is used because at this time updating of the energy code is questionable. The economic impacts to the construction industry of significant changes in energy efficiency standards approved by the State Building Code Council (SBCC), have been questioned. Two bills are currently under consideration that would require that the WSEC remain essentially unchanged until the impacts of increased energy efficiency standards can be further studied. A decision on this issue is expected prior to the July 1st implementation date.

Two significant changes for 2010 will be the repeal of the State Historic Building Code, and the State Ventilation and Indoor Air Quality codes. It was the consensus of the SBCC, local

regulators, and the public testimony at the hearings that these codes are no longer necessary because model code language provides superior guidance than that provided under the State codes.

At the local level two changes are proposed that should be noted. One, wording has been added to all of the model codes clarifying the time limitation on permit applications. Such language was inconsistent between the model codes in the past, and was generally unclear. New language has been added that clearly describes when and why an application expires, the procedure for requesting an extension, and for renewing an expired application.

Similarly, the language related to permit expiration after issuance has been clarified and coordinated between the model codes. In both cases, the code provides for 180 day extensions upon written request from the applicant/permittee as long as the request is received prior to the expiration date. No fee is charged for these extensions. And the language clarifies that when an expired permit is renewed, a fee equal to ½ the original permit fee is required as long as the permit has not been expired for longer than 1 year. A new permit must be applied for where an existing permit has been expired for over one year. The second substantive change to the administrative provisions is proposed language implementing the incident management and investigation fee that was approved by council under the 2009 fee resolution. Language has been added to the codes to clarify the authority to charge this cost recovery related fee.

Within the technical sections of the codes, language has been added to the building and fire codes clarifying where manual fire alarm boxes (pull stations) are required in buildings required to have fire alarm systems and clarifying requirements for where visible fire alarm notification appliances (strobes) are required to be installed in buildings having fire alarm systems.

With regard to the fire code, two substantive technical amendments are proposed. The first requires that all buildings be provided with emergency responder radio coverage (ERRC). This will improve responder safety by assuring that emergency responders working inside of a building have radio communications with personnel outside of the building. ERRC is included in the 2009 model fire code for the first time and is included in the retroactive requirements of Chapter 46. A local amendment provides for a January 1, 2015 due date for all buildings to assure compliance with ERRC requirements.

The second substantive change to the fire code includes the adoption of additional appendix chapters providing improved guidance on ERRC, hazard rankings of hazardous materials, and non-compliant conditions related to fire protection systems and assemblies.

FISCAL CONSIDERATION

There is no additional fiscal impact to the City in the adoption of this ordinance. Effects on the cost of construction related to local amendments are minimal.

BOARD OR COMMITTEE RECOMMENDATION

The City's Building Code Advisory Board met on January 28th to consider the update ordinance. The Board provided guidance resulting in a minor modification to the text that has

been incorporated into the draft accompanying this report. The Board also expressed some concern for the record with the imposition of the emergency response and investigation fee, believing that these services should be included in the taxes paid by the citizens for emergency services.

The Council Planning and Building Committee was presented with the update at their Feb. 1st meeting. No recommendation was made at that time

RECOMMENDATION / MOTION

Move to: Adopt the updated GHMC Title 15, Buildings and Construction as submitted.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDINGS AND CONSTRUCTION; ADOPTING THE 2009 EDITIONS OF THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE INTERNATIONAL FIRE CODE, THE INTERNATIONAL EXISTING BUILDING CODE AND THE UNIFORM PLUMBING CODE BY REFERENCE; ADOPTING THE WASHINGTON STATE ENERGY CODE, THE WASHINGTON STATE VENTILATION AND INDOOR AIR QUALITY CODE AND WASHINGTON STATE HISTORIC BUILDING CODE BY REFERENCE, AS WELL AS MAKING CERTAIN CLEAN-UP AMENDMENTS TO CHANGE THE TITLE OF THE CODE ENFORCEMENT OFFICER, UPDATE SECTION NUMBERS, DELETE REDUNDANT LANGUAGE, CORRECT TYPOGRAPHICAL ERRORS; CREATING NEW SECTIONS 15.02.050 FEES, 15.08.083 AMENDMENT TO IBC SECTION 901.1, 15.08.084 AMENDMENT TO IBC SECTION 907.2, 15.08.085 AMENDMENT TO IBC SECTION 907.5.2.3.2, , 15.08.086 AMENDMENT TO IBC SECTION 907.4, 15.08.087 AMENDMENT TO IBC SECTION 912.3.1, 15.08.095 AMENDMENT TO IBC SECTION 1612.3, 15.08.096 AMENDMENT TO IBC SECTION 3409.2 EXCEPTION 3, 15.12.020 AMENDMENT TO IMC SECTION 106.3.3, 15.12.026 AMENDMENT TO IMC SECTION 106.4.3, 15.12.028 AMENDMENT TO IMC 106.4.4, 15.16.015 AMENDMENT TO IFC SECTION 104.10, 15.16.043 AMENDMENT TO IFC SECTION 105.2.3, 15.16.045, AMENDMENT TO IFC SECTION 113, 15.16.145 AMENDMENT TO IFC SECTION 510, 15.16.147 AMENDMENT TO IFC SECTION 901.1, 15.16.170 AMENDMENT TO IFC SECTION 907.2, 15.16.172 AMENDMENT TO IFC SECTION 907.6.2.3.2, 15.16.174 AMENDMENT TO IFC SECTION 907.5, 15.16.176 AMENDMENT TO IFC SECTION 912.3.1, 15.16.200 AMENDMENT TO IFC CHAPTER 4603.6, 15.16.210 AMENDMENT TO IFC APPENDIX

**CHAPTER C, TABLE C105.1, 15.18.055
AMENDMENT TO IEBC SECTION 105, 15.22.045
AMENDMENT TO UPC SECTION 103; 15.16.186,
AMENDMENT TO IFC SECTION 4603.6;
AMENDING GIG HARBOR MUNICIPAL CODE
SECTIONS 15.06.020, 15.08.020 15.08.021,
15.08.030, 15.08.040, 15.08.041, 15.08.050,
15.08.060, 15.08.070, 15.08.080, 15.08.090,
15.10.020, 15.10.060, 15.12.020, 15.14.020,
15.14.030, 15.16.010, 15.16.040, 15.16.090,
15.16.120, 15.16.130, 15.16.150, 15.16.160,
15.16.162, 15.16.170, 15.16.180 15.16.190,
15.18.060, 15.18.062, 15.18.064 15.22.070;
PROVIDING FOR SEVERABILITY AND
ESTABLISHING AN EFFECTIVE DATE.**

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

WHEREAS, the state building code is comprised of a number of published codes, which are adopted by reference in the 2006 9 editions; and

WHEREAS, the City needs to adopt the 2006 9 editions locally, for enforcement purposes; and

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

Whereas, the City finds that the local amendments contained herein are desirable to protect the public;

Now, therefore:

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

Section 1. A new section 15.02.050 is added to the Gig Harbor Municipal Code to read as follows:

15.02.050 Fees.

15.02.050 Fees. A fee shall be paid for all appeals of administrative determinations to the Building Code Advisory Board. The amount of the fee shall be as specified in the City's currently adopted fee schedule.

Section 2. Section 15.06.020 of the Gig Harbor Municipal Code is amended as follows:

15.06.020 State building code adoption.

The following codes, together with the specifically identified appendices and the amendments in the Washington Administrative Code (WAC), ~~Second~~ Third Edition (dated ~~July 1, 2005~~ August 5, 2009) and as further amended in this title, are hereby adopted by reference:

A. The International Building Code, 2006 9 Edition, as published by the International Code Council, Inc., including Appendix J, and as amended pursuant to Chapter 51-50 WAC;

B. The International Residential Code, 2006 9 Edition, as published by the International Code Council, Inc., including Appendix Chapter G, as amended pursuant to Chapter 51-51 WAC;

C. The International Mechanical Code, 2006 9 Edition, as published by the International Code Council, Inc., including Appendix A, as amended pursuant to Chapter 51-52 WAC;

D. The International Fuel Gas Code, 2009 Edition as published by the International Code Council Inc. as amended pursuant to Chapter 51-53 WAC.

~~D~~ E. The International Fire Code, 2006 9 Edition, as published by the International Code Council, Inc., including ~~Chapter 46 and~~ Appendix Chapters B, C, F, I and J, as amended pursuant to Chapter 51-54 WAC;

~~E~~ F. The Uniform Plumbing Code, 2006 9 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended pursuant to Chapter 51-56 and 51-57 WAC and the ~~Uniform Plumbing Code Standards (including Appendices A, B and I to the Uniform Plumbing Code) as amended pursuant to Chapter 51-57 WAC; including Appendix Chapters A, B, and I.~~

~~F~~ G. The International Existing Building Code, 2006 9 Edition, as published by the International Code Council, Inc. including Appendix Chapter A;

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

~~H~~ I. The Washington State Energy Code as published by the Washington State Building Code Council, pursuant to Chapter 51-11 WAC;

~~I. The Washington State Ventilation and Indoor Air Quality Code as published by the Washington State Building Code Council, pursuant to Chapter 51-13 WAC; and~~

~~J. The Historic Building Code, as written by the Washington State Building Code Council, pursuant to Chapter 51-19 WAC.~~

Section 3. Chapter 15.08 of the Gig Harbor Municipal Code is amended to read as follows:

(A) Section 15.08.020 of the Gig Harbor Municipal Code is amended as follows:

15.08.020 Amendment to IBC Section 105

105.3.1 Action on application. The ~~building official~~ director shall review the application according to the procedures in GHMC 19.02.003, and shall issue the building permit within the deadline required by GHMC 19.05.009. If the application or the construction documents do not conform to the requirements of pertinent laws, the ~~building official~~ director shall deny such application in writing, stating the reasons therefor. If the ~~building official~~ director is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the ~~building official~~ director shall issue a permit therefor as soon as practicable.

105.3.2 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-50 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-50 WAC and GHMC Title 15.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work

is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

(B) Section 15.08.021 of the Gig Harbor Municipal Code is amended as follows:

15.08.021 Amendment to IBC Section ~~406~~ 107.

Section ~~406~~ 107 of the IBC is amended as follows:

~~106.1 Submittal documents. Construction documents, statement of special inspections and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction where the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.~~

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report, and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction in which the project is to be constructed. Where special conditions exist, the director is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

(C) Section 15.08.030 of the Gig Harbor Municipal Code is amended to read as follows:

15.08.030 Amendment to IBC Section ~~408~~ 109.

Section ~~408~~ 109 of the IBC is amended as follows:

~~408.4~~ 109.1 Payment of fees. A permit shall not be valid until the fees adopted by the City in a resolution for this purpose have been paid. Nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

~~408.2~~ 109.2 Schedule of permit fees. On buildings, structures, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required in accordance with the resolution adopted by the City for this purpose under Chapter 3.40 GHMC.

~~408.3~~ 109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials, labor, normal site preparation, architectural and design fees, overhead and profit, for which the permit is being issued, including such work as gas, mechanical, plumbing, equipment and permanent systems. If, in the opinion of the ~~building official/fire marshal~~ director of building and fire safety the valuation is underestimated on the application, the valuation shall be recalculated based on the valuation as determined using the square foot construction costs adopted by the City as Table 1-2 in the fee resolution, unless the applicant can show detailed estimates to meet the approval of the ~~building official~~ director. Final building permit valuation shall be set by the ~~building official/fire marshal~~ director.

~~408.4~~ 109.4 Work commencing before permit issuance. Any person who commences work on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to an investigation fee established by City resolution that shall be in addition to the required permit fees.

~~408.5~~ 109.5 Related fees. The payment of a fee for the construction, alteration, removal or demolition of work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

~~408.6~~ 109.6 Refunds. The ~~building official/fire marshal~~ director may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The ~~building official/fire marshal~~ director may also authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The ~~building official/fire marshal~~ director may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The ~~building official/fire marshal~~ director shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

109.7 Incident management and investigation fee. A fee as prescribed under the City's fee schedule shall be charged for management and investigation of emergency incidents involving structural damage, fires, or other public health and safety threats. The fee shall be payable by the property owner upon receipt of an invoice from the City for such services.

(D) Section 15.08.040 of the Gig Harbor Municipal Code is amended as follows:

15.08.040 Amendment to IBC Section ~~409~~ 110.

Section ~~409~~ 110 of the IBC is amended as follows:

~~409.7~~ 110.7 Reinspections. A reinspection fee may be assessed for each inspection or reinspection when the work for which the inspection is requested is not complete or when corrections noted on previous inspection are not made.

This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with code requirements, but rather that fees are intended as a means of controlling the practice of calling for inspections before the job is ready for inspection or reinspection.

Reinspection fees may also be assessed when the inspection record card is not available on the work site, the approved plans are not readily available to the inspector, for failure to provide access for the inspection or for deviating from plans requiring the approval of the ~~building official/fire marshal~~ director.

(E) Section 15.08.041 of the Gig Harbor Municipal Code is amended as follows:

15.08.041 Amendment to IBC Section ~~409.3.8~~ 110.3.8.

Section ~~409.3.8~~ 110.3.8 of the IBC is amended as follows:

~~409.3.8~~ 110.3.8 Other inspections. In addition to the inspections specified above, the ~~building official/fire marshal~~ director is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the ~~department of building safety~~ building and fire safety department.

(F) Section 15.08.050 of the Gig Harbor Municipal Code is amended as follows:

15.08.050 Amendment to IBC Section ~~440~~ 111

Section ~~440~~ 111 of the IBC is amended as follows:

~~440.4~~ 111.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the ~~building official~~ director has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation or the provisions of this code or of other ordinances of the jurisdiction.

Upon completion of the inspection required by EHB 1848 by a qualified inspector, the qualified inspector shall prepare and submit to the director a signed letter certifying that the building enclosure has been inspected during the course of construction or rehabilitative construction and that it has been constructed or reconstructed in substantial compliance with the building enclosure design documents, as updated pursuant to Section 3 of EHB 1848. The Building and Fire Safety Department shall not issue a final certificate of occupancy or other equivalent final acceptance until the letter required by this section has been submitted. The Building and Fire Safety Department and or director is not charged with and has no responsibility for determining whether the building enclosure inspection is adequate or appropriate to satisfy the requirements of EHB 1848.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2

~~440.2~~ 111.2 Certificate issued. After payment of the fee established in the City's fee resolution, and after the ~~building official~~ director inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the ~~division of fire and building safety~~ building and fire safety department the ~~building official~~ director shall issue a certificate of occupancy that contains the following:

1. The building permit number (if applicable)
2. The address of the structure.
3. The name and address of the owner.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. The name of the ~~building official~~ director.
7. The edition of the code under which the certificate was issued.
8. The use and occupancy in accordance with Chapter 3 ~~of the IBC~~.
9. The type of construction as defined in Chapter 6.
10. The design occupant load.
11. If an automatic sprinkler or fire alarm system is provided, whether the sprinkler or fire alarm system is required.
12. Any special stipulations and conditions of issuance of the certificate.

~~440.3~~ 111.3 Temporary occupancy. Upon payment of a fee as set forth in the City's fee resolution, the director is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The director shall set a time period during which the temporary certificate of occupancy is valid.

~~440.4~~ 111.4 Revocation. The ~~building official/fire marshal~~ director is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code whenever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

~~440.5~~ 111.5 Maintenance of certificate of occupancy. The certificate of occupancy issued under the provisions of this section shall be maintained on the premises at all times. The certificate shall be made available for inspection at the request of the ~~building official/fire marshal~~ director upon request.

(G) Section 15.08.060 of the Gig Harbor Municipal Code is amended as follows:

15.08.060 Amendment to IBC Section ~~442.4~~ 113.1

Section ~~442.4~~ 113.1 of the IBC is amended as follows:

~~442.4~~ 113.1 General. The Building Code Advisory Board shall hear and decide those appeals and interpretations described in Chapter 15.02 GHMC.

(H) Section 15.08.070 of the Gig Harbor Municipal Code is amended as follows:

15.08.070 Amendment to IBC Section 413 114.

Section 413 114 of the IBC is ~~repealed~~ deleted. A new section 413 114 is hereby added to the IBC, which shall read as follows:

413 114. Enforcement. Enforcement of violations of this code shall proceed as set forth in Chapter 15.24 GHMC.

(I) Section 15.08.080 of the Gig Harbor Municipal Code is amended as follows:

15.08.080 Amendment to IBC Section 414 115.

Section 414 115 of the IBC is deleted and a new section 115 is added to the IBC, which shall read:

115. Stop work orders. Enforcement of violations of this code, including the issuance of stop work orders, shall proceed as set forth in Chapter 15.24 GHMC.

(J) A new section 15.08.083 is added to the Gig Harbor Municipal Code to read as follows:

15.08.083 Amendment to IBC Section 901.1.

Section 901.1 of the IBC is amended to read as follows:

901.1 Scope. The provisions of this chapter shall specify where fire protection systems are required and shall apply to the design, installation and operation of fire protection systems. For the purposes of this chapter the term fire chief refers to the City of Gig Harbor director of building and fire safety.

(K) A new section 15.08.084 is added to the Gig Harbor Municipal Code to read as follows:

15.08.084 Amendment to IBC Section 907.2.

Section 907.2 of the IBC is amended as follows:

907.2 Where required – new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers a single alarm box shall be installed not more than 5 feet from the entrance to each required exit..

(L) A new section 15.08.085 is added to the Gig Harbor Municipal Code to read as follows:

15.08.085 Amendment to IBC Section 907.5.2.3.2

Section 907.5.2.3.2 of the IBC is amended as follows:

907.5.2.3.2 Employee work areas. Visible alarm notification appliances shall be provided in all employee work areas.

(M) A new section 15.08.086 is added to the Gig Harbor Municipal Code to read as follows:

15.08.086 Amendment to IBC Section 907.4

Section 907.4 of the IBC is amended as follows:

907.4 Initiating devices. Where manual or automatic alarm initiation is required as part of a fire alarm system, the initiating devices shall be addressable and shall be installed in accordance with Sections 907.4.1 through 907.4.3.

(N) A new section 15.08.087 is added to the Gig Harbor Municipal Code to read as follows:

15.08.087 Amendment to IBC Section 912.3.1

Section 912.3.1 of the IBC is amended as follows:

912.3.1 Locking fire department connection caps. Approved locking caps shall be provided on fire department connections for water-based fire protection systems.

(O) Section 15.08.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.08.090 Amendment to IBC Section 1011.1

Section 1011.1 of the IBC is amended as follows:

1011.1 Where required. Exit and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants. Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.

Exceptions:

- ~~1. Exit signs are not required in rooms or areas that require only one exit or exit access.~~
- ~~2~~ 1. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the building official.
- ~~3~~ 2. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 and R-3.
- ~~4~~ 3. Exit signs are not required in sleeping areas in occupancies in Group I-3.
- ~~5~~ 4. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

(P) A new section 15.08.095 is added to the Gig Harbor Municipal Code to read as follows:

15.08.095 Amendment to IBC Section 1612.3

Section 1612.3 of the IBC is amended as follows:

1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the City of Gig Harbor has adopted the Federal Emergency Management Agency Flood Insurance Study and Flood Insurance Rate Map under Title 18.10 of the Gig Harbor Municipal Code. The referenced study, map and supporting data are hereby adopted by reference and declared to be part of this section.

(Q) A new section 15.08.096 is added to the Gig Harbor Municipal Code to read as follows:

15.08.096 Amendment to IBC Section 3409.2, Exception 3

Section 3409.2, Exception 3 of the IBC is amended as follows:

3. Designated as historic under an approved state or local preservation program.

Section 4. Chapter 15.10 of the Gig Harbor Municipal Code is hereby amended as follows:

(A) The references in Gig Harbor Municipal Code Section 15.10.020 to IRC Section R105.2 are revised to read IRC Section R105.1.

(B) Section 15.10.020 is amended to correct the number sequencing in Section R105 and to amend Section R105 as follows:

R105.3.2 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-51 WAC occurs after expiration, application for a new permit must be submitted with new construction documents

demonstrating compliance with the appropriate code provisions as enumerated in 51-51 WAC and GHMC Title 15.

R 105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The building official director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

(C) Section 15.10.060 of the Gig Harbor Municipal Code is amended as follows:

1. The title of this section is amended by changing the reference to IRC Section R142.4 R112.

2. Subsection R112.1.(2.3) is amended as follows:

R112.2.(2.3) Designated as historic under an approved state or local historic preservation program ~~that is approved by the Department of the Interior.~~

Section 5. Chapter 15.12 of the Gig Harbor Municipal Code is amended as follows:

(A) Section 15.12.020 of the Gig Harbor Municipal Code is hereby amended by correcting the reference to Section 105.2 to read 108.2.

(B) A new section 15.12.024 is added to the Gig Harbor Municipal Code to read:

15.12.024 Amendment to IMC Section 106.3.3

Section 106.3.3 is amended to read as follows:

Section 106.3.3 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is

authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-52 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-52 WAC and GHMC Title 15.

Any permit application that has been approved by the director but for whatever reason has not been issued prior to an update in code editions in accordance with Chapter 51-52 WAC shall expire upon the effective date of the code change. Application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-52 WAC and GHMC Title 15.

read: (C) A new section 15.12.026 is added to the Gig Harbor Municipal Code to

15.12.026 Amendment to IMC Section 106.4.3

Section 106.4.3 is amended to read as follows:

106.4.3 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The ~~building official~~ director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

read: (D) A new section 15.12.028 is added to the Gig Harbor Municipal Code to

15.12.028 Amendment to IMC Section 106.4.4

Section 106.4.4 is amended to delete the reference to a permit extension fee in the last paragraph of the section.

Section 6. Chapter 15.14 of the Gig Harbor Municipal Code is hereby amended as follows:

(A) Section 15.14.020 of the Gig Harbor Municipal Code is amended as follows:

15.14.020 Amendment to IFGC Section ~~406.5~~ 106

106.3.2 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-53 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-53 WAC and GHMC Title 15.

106.5.3 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

Section ~~406.5~~ 106.6 of the IFGC is amended as follows:

~~406.5~~ 106.6 Fees. A permit shall not be issued until the fees prescribed in Section ~~106.5~~ 6.2 have been paid, nor shall an amendment to a permit be released until the additional fee, if any, due to an increase of the installation has been paid.

~~406.5.1~~ 106.6.1 Work commencing before permit issuance. Any person who commences work on an installation before obtaining the necessary permit shall be subject to a fee as set forth in the City's fee resolution, in addition to the permit fees.

~~406.5.2~~ 106.6.2 Fee schedule. The fees for work shall be as indicated in the City's fee resolution.

~~406.5.3~~ 106.6.3 Fee Refunds. The ~~building official~~ director may authorize the refunding of fees as follows:

(B) Section 15.14.030 of the Gig Harbor Municipal Code is amended as follows:

15.14.030 Amendment to IFGC Section 107.2

~~107.2 Testing. Installations shall be tested as required in this code and in accordance with Sections and in accordance with Sections 107.2.1 through 107.2.3. Tests shall be made by the permit holder and observed by the code official.~~

107.2 Required inspections and testing. The code official is authorized to conduct such inspections as are deemed necessary to determine compliance with the provisions of this code. Construction or work for which a permit is required shall be subject to inspection by the director, and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid.

~~107.2.4~~ 107.2.6 Reinspection Fee. A reinspection fee may be assessed for each inspection or reinspection when the work for which the inspection is requested is not complete or when corrections noted on previous

inspections are not made.

Section 7. Chapter 15.16 of the Gig Harbor Municipal Code is hereby amended as follows:

(A) Section 15.16.010 of the Gig Harbor Municipal Code is amended as follows:

15.16.010 Amendment to IFC Section ~~402.5~~ 102.6

~~402.5~~ 102.6 of the IFC is amended as follows:

102.5 6 Historic Buildings. The construction, alteration, repair, enlargement, restoration, relocation or movement of buildings or structures that are designated as historic buildings when such buildings or structures do not constitute a distinct hazard to life or property shall be in accordance with the provisions of the International Existing Building Code adopted under Chapter 15.18 GHMC and the Washington State Historic Building Code adopted under GHMC 15.06.020.

(B) A new section 15.16.015 is added to the Gig Harbor Municipal Code to read as follows:

15.16.015 Amendment to IFC Section 104.10

Section 104.10 of the IFC is amended as follows:

104.10 Fire Incident Investigations. The fire code official, the fire department or other responsible authority shall have the authority to investigate the cause, origin, and circumstances of any fire, explosion or other hazardous condition. Information that could be related to trade secrets or processes shall not be made part of the public record except as directed by a court of law.

104.10.1 Assistance from other agencies. Police and other enforcement agencies shall have authority to render necessary assistance in the investigation of fires when requested to do so.

104.10.2 Incident investigation fees. A fee shall be collected for response to and investigation of fires, explosions, or other hazardous conditions resulting from emergency incidents. The fee shall be as stipulated in the City's fee resolution.

(C) Section 15.16.040 of the Gig Harbor Municipal Code is amended by changing the references to IFC Section 106.4 to read IFC Section 106.2.3.

(D) A new section 15.16.043 is added to the Gig Harbor Municipal Code to read as follows:

15.16.043 Amendment to IFC Section 105.2.3

Section 105.2.3 of the IFC is amended as follows:

105.2.3 Time limit on application. An application for a permit for any proposed work or operation shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that the fire code official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-54 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-54 WAC and GHMC Title 15.

(E) A new section 15.16.045 is added to the Gig Harbor Municipal Code to read as follows:

15.16.045 Amendment to IFC Section 113.

Section 113 of the IFC is amended to read as follows:

113.2 Schedule of permit fees. A fee for each permit shall be paid as required in accordance with the schedule as established by ~~the applicable governing authority~~ the City's fee resolution.

113.3 Work commencing before permit issuance. Any person who commences any work, activity or operation regulated by this code before obtaining the necessary permits shall be subject to an additional fee established by ~~the applicable governing authority~~, City's fee resolution which shall be in addition to the required permit fee.

113.5 Refunds. The applicable governing authority is authorized to establish a refund policy. The director may authorize refunding of any fee paid hereunder which was erroneously paid or collected. The director may also authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The director may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan reviewing is done.

The director shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

113.6 Incident management and investigation fee. A fee as prescribed under the City's fee schedule shall be charged for management and investigation of emergency incidents involving structural damage, fires, or other public health and safety threats. The fee shall be payable by the property owner upon receipt of an invoice from the City for such services.

(F) Section 15.16.090 of the Gig Harbor Municipal Code is amended as follows:

15.16.090 Amendment to IFC Section 503.2.3

Section 503.2.3 of the IFC is amended as follows:

503.2.3 Specifications. Fire apparatus access roads shall be installed and arranged in accordance with Sections 503.2.1 through 503.2.7 8. designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

Where storm vaults and other underground structures are located under fire apparatus access roads, the location of such structures shall be clearly marked on the roadway surface in an approved manner.

(G) Section 15.16.120 of the Gig Harbor Municipal Code is amended as follows:

15.16.120 Amendment to IFC Section ~~508.1~~ 507.1

Section ~~508.1~~ 507.1 of the IFC is amended as follows:

~~508.4~~ 507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction.

~~508.1.1~~ 507.1.1 Private property easements. When water is provided to private property from facilities located in the public right of way, but such water facilities must cross private property owned by third parties, the property owner shall obtain, at his/her own expense, easements(s) granting access to the City of Gig Harbor, allowing the city access for installation, repair and maintenance of the fire flow system. The form of the easement shall be approved by the City Attorney and recorded against the property at the property owner's expense.

~~Section 508.1.2~~ 507.1.2 Certificate of water availability. Prior to approval of plans for new developments, the applicant shall submit a certificate of water availability from the water purveyor, if other than the City of Gig Harbor, certifying the purveyors ability and intention to provide the required fire flow at the site.

~~Section 508.1.3~~ 507.1.3 Water system plan approval. Plans and specifications for new, revised or extended water systems providing fire protection water supply shall be approved in writing by the fire code official.

~~Section 508.1.4~~ 507.1.4 Prior to final approval of a development's water system, two copies of the "as-built" drawings shall be filed with the Gig Harbor Community Development Public Works Department.

(H) Section 15.16.130 of the Gig Harbor Municipal Code is amended as follows:

15.16.130 Amendment to IFC Section ~~508.5~~ 507.5

Section ~~508.5~~ 507.5 of the IFC is amended as follows:

~~508.5~~ 507.5 Fire hydrant systems. Fire hydrant systems shall comply with Sections ~~508.5.4~~ 507.5.1 through ~~508.5.6~~ 507.5.6.

~~508.5.4~~ 507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than 400 feet from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the building official/fire marshal. Fire hydrant locations shall be marked with a stake,

flagging or other approved means by a land surveyor registered by the State of Washington, and the locations approved prior to installation. Fire hydrant systems shall be installed, tested and approved prior to beginning combustible construction.

Exceptions:

1. For group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2 the distance requirement shall be 600 feet.

~~508.5.2~~ 507.5.2 Inspection, testing and maintenance. Newly installed fire hydrants shall be flow tested by an approved testing agency in the presence of the building official/fire marshal or designee, to verify the systems ability to provide the required fire flow prior to final approval. Fire hydrant systems shall be subject to periodic tests as required by the building official/fire marshal. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations and servicing shall comply with approved standards.

~~508.5.7~~ 507.5.7 Type of hydrant. Standard hydrants shall have not less than five inch main valve openings with two, two and one-half inch outlets and one, four and one-half inch outlet. Hydrants shall comply with City of Gig Harbor public works standards. All four and one-half inch outlets shall be equipped with five inch Storz fittings.

~~508.5.8~~ 507.5.8 Fire hydrant system installations. Hydrant systems shall be installed in accordance with City of Gig Harbor Public Works Standards and NFPA 24, Standard for the Installation of Private Fire Service Mains and Their Appurtenances. Hydrants shall stand plumb and be set to finished grade. The bottom of the lowest outlet shall be no less than 18 inches above the finished grade and the bottom of the ground flange shall be no less than 1" above finished grade. The five inch Storz fitting shall face the roadway.

~~508.5.9~~ 507.5.9 Backflow prevention. When required by the fire ~~marshal/building official~~ water purveyor, private fire hydrant systems shall be separated from the public water system with an approved detector check valve installed in accordance with the manufacturer's installation instructions and ~~City of Gig Harbor Public Works Standards~~ purveyors standards.

(I) A new section 15.16.145 is added to the Gig Harbor Municipal Code to read as follows:

15.16.145 Amendment to IFC Section 510

Section 510 of the IFC is amended by the addition of new subsection 510.4 to read as follows:

510.4 Application to existing buildings. Emergency responder radio coverage shall be provided as prescribed in this code in all existing buildings by January 1, 2015. All buildings annexed into the City shall have emergency responder radio coverage within 5 years of the effective date of annexation.

(J) A new section 15.16.147 is added to the Gig Harbor Municipal Code to read as follows:

15.16.147 Amendment to IFC Section 901.1.

Section 901.1 of the IBC is amended as follows:

901.1 Scope. The provisions of this chapter shall specify where fire protection systems are required and shall apply to the design, installation and operation of fire protection systems. For the purposes of this chapter the term fire chief refers to the City of Gig Harbor director of building and fire safety.

(K) Section 15.16.150 of the Gig Harbor Municipal Code is amended as follows:

15.16.150 Amendment to IFC Section 902.1.

Section 902.1 of the IFC is amended as follows:

902.1 Definitions. The following words and terms shall, for the purposes of this chapter and as used elsewhere in this code, have the meanings shown herein:

SUBSTANTIAL REMODEL/RENOVATION. A building or structure undergoes substantial remodel/renovation when the value of the construction exceeds ~~sixty~~ fifty percent of the building valuation determined by the most recent Pierce County Assessors Office assessment.

(L) Section 15.16.160 of the Gig Harbor Municipal Code is amended as follows:

15.16.160 Amendment to IFC Section 903.2.

Section ~~903.2.7~~ 903.2 of the IFC is amended as follows:

903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in this section.

~~903.2.7~~ 903.2.8 Group R. An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

Exception: Group R-3 occupancies are subject to the requirements of the International Residential Code.

~~903.2.7.8.4~~ 903.2.7.8.1 Application to existing structures. Automatic sprinklers shall be installed, tested and approved:

1. Whenever an existing building containing a Group R fire area is being substantially remodeled or renovated.
2. Whenever an existing building containing a Group R fire area incurs fire damage requiring repairs meeting the definition of substantial remodel/renovation.
3. In all existing hotels and motels annexed into the City of Gig Harbor within five years of the effective date of the annexation.

(M) Section 15.16.170 of the Gig Harbor Municipal Code is repealed and a new section 15.16.170 adopted to read as follows:

15.16.170 Amendment to IFC Section 907.2

IFC Section 907.2 is amended as follows:

907.2 Where required – new buildings and structures. An approved fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by another section of this code.

A minimum of one manual fire alarm box shall be provided in an approved location to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or waterflow detection devices. Where other sections of this code allow elimination of fire alarm boxes due to sprinklers a single alarm box shall be installed not more than 5 feet from the entrance to each required exit..

(N) A new section 15.16.172 is added to the Gig Harbor Municipal Code to read as follows:

15.16.172 Amendment to IFC Section 907.6.2.3.2

Section 907.6.2.3.2 of the IBC is amended as follows:

907.6.2.3.2 Employee work areas. Visible alarm notification appliances shall be provided in all employee work areas.

(O) A new section 15.16.174 is added to the Gig Harbor Municipal Code to read as follows:

15.16.174 Amendment to IFC Section 907.5

Section 907.5 of the IFC is amended to read as follows:

907.5 Initiating devices. Where manual or automatic alarm initiation is required as part of a fire alarm system, the initiating devices shall be addressable and shall be installed in accordance with Sections 907.4.1 through 907.4.3.

(P) A new section 15.16.176 is added to the Gig Harbor Municipal Code to read as follows:

15.16.176 Amendment to IFC Section 912.3.1

Section 912.3.1 of the IFC is amended to read as follows:

912.3.1 Locking fire department connection caps. Approved locking caps shall be provided on fire department connections for water-based fire protection systems.

(Q) Section 15.16.180 of the Gig Harbor Municipal Code is amended as follows:

15.16.180 Amendment to IFC Section 1011.1

Section 1011.1 of the IFC is amended as follows:

1011.1 Where required. Exit and exit access doors shall be marked by an approved exit sign readily visible from any direction of egress travel. The path of egress travel to exits and within exits shall be marked by readily visible exit signs to clearly indicate the direction of egress travel in cases where the exit or the path of egress travel is not immediately visible to the occupants. Intervening means of egress doors within exits shall be marked by exit signs. ~~Access to exits shall be marked by readily visible exit signs in cases where the exit or the path of egress travel is not immediately visible to the occupants.~~ Exit sign placement shall be such that no point in an exit access corridor or exit passageway is more than 100 feet (30480 mm) or the listed viewing distance for the sign, whichever is less, from the nearest visible exit sign.

Exceptions:

- ~~1. Exit signs are not required in rooms or areas that require only one exit or exit access.~~
- ~~2~~ 1. Main exterior exit doors or gates that are obviously and clearly identifiable as exits need not have exit signs where approved by the building official.
- ~~3~~ 2. Exit signs are not required in occupancies in Group U and individual sleeping units or dwelling units in Group R-1, R-2 and R-3.
- ~~4~~ 3. Exit signs are not required in sleeping areas in occupancies in Group I-3.
- ~~5~~ 4. In occupancies in Groups A-4 and A-5, exit signs are not required on the seating side of vomitories or openings into seating areas where exit signs are provided in the concourse that are readily apparent from the vomitories. Egress lighting is provided to identify each vomitory or opening within the seating area in an emergency.

(R) Section 15.16.190 of the Gig Harbor Municipal Code is amended as follows:

15.16.190 Amendment to IFC Chapter 46 45.

IFC Chapter 46 45 is amended to read as follows:

Chapter 46 45

MARINAS

Section 4604 4501

~~Section 4601.1~~ 4501.1 Scope. Marina facilities shall be in accordance with this chapter.

~~4601.1.4~~ 4501.1.1 Plans and approvals. Plans for marina fire-protection facilities shall be approved prior to installation. The work shall be subject to final inspection and approval after installation.

~~4601.1.2~~ 4501.1.2 Permits. Permits are required to use open flame devices for maintenance or repair on vessels, floats, piers or wharves.

Section ~~4602~~ 4502 Definitions

~~Section 4602.1~~ 4502.1 Definitions. The following words and terms shall, for the purpose of this chapter and as used elsewhere in this code, have the meanings shown herein.

COVERED BOAT MOORAGE is a pier or system of floating or fixed access ways to which vessels on water may be secured and any portion of which are covered by a roof.

DRAFT CURTAIN is a structure arranged to limit the spread of smoke and heat along the underside of the ceiling or roof.

FLOAT is a floating structure normally used as a point of transfer for passengers and goods, or both, for mooring purposes.

GRAVITY-OPERATED DROP OUT VENTS are automatic smoke and heat vents containing heat-sensitive glazing designed to shrink and drop out of the vent openings when exposed to fire.

MARINA is any portion of the ocean or inland water, either naturally or artificially protected, for the mooring, servicing or safety of vessels and shall include artificially protected works, the public or private lands ashore, and structures or facilities provided within the enclosed body of water and ashore for the mooring or servicing of vessels or the servicing of their crews or passengers.

PIER is a structure built over the water, supported by pillars or piles, and used as a landing place, pleasure pavilion or similar purpose.

VESSEL is watercraft of any type, other than seaplanes on the water, used or capable of being used as a means of transportation. Included in this definition are non-transportation vessels such as houseboats and bathhouses.

WHARF is a structure or bulkhead constructed of wood, stone, concrete or similar material built at the shore of a harbor, lake or river for vessels to lie alongside of, and piers or floats to be anchored to.

Section 4603 4503
General Precautions

4603.1 4503.1 Combustible Debris. Combustible debris and rubbish shall not be deposited or accumulated on land beneath marina structures, piers or wharves.

4603.2 4503.2 Sources of Ignition. The use of open flame devices for lighting or decoration on the exterior of a vessel, float, pier or wharf shall have the prior approval of the building official/fire marshal.

4603.3 4503.3 Flammable or Combustible Liquid Spills. Spills of flammable or combustible liquids at or upon the water shall be reported immediately to the fire department or jurisdictional authorities.

4603.4 4503.4 Rubbish Containers. Containers with tight-fitting or self-closing lids shall be provided for the temporary storage of combustible trash or rubbish.

4603.5 4503.5 Electrical Equipment. Electrical equipment shall be installed and used in accordance with its listing and Section 605 of the IFC as required for wet, damp and hazardous locations.

4603.6 4503.6 Slip Identification. Slips and mooring spaces shall be individually identified by an approved numeric or alphabetic designator. Space designators shall be posted at the space. Signs indicating the space designators located on finger piers and floats shall be posted at the base of all piers, finger piers, floats, and finger floats.

4603.6.1 4503.6.1 Application to existing marinas. Slip identification designators shall be installed in all existing marinas within the City's jurisdiction on or before January 1, 2014. All marinas annexed into the City shall have slip identification designators installed within 5 years of the effective date of annexation.

Section 4604 4504
FIRE-PROTECTION

4604.1 4504.1 General. Marinas, piers, wharves, floats with facilities for mooring or servicing five or more vessels, and marine motor vehicle fuel-dispensing stations shall be equipped with fire-protection equipment in accordance with Section 4604.

4604.2 4504.2 Standpipes. Marinas shall be equipped throughout with Class I manual, dry standpipe systems in accordance with NFPA 303. Systems shall be provided with outlets located such that no point on the marina pier or float system exceeds 150 feet from a standpipe outlet.

4604.2.1 4504.2.1 Application to existing marinas. Class 1 manual, dry standpipes in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas

annexed into the City shall have class one manual, dry standpipes installed within 5 years of the effective date of annexation.

4604.2.1 4504.2.2 Identification of standpipe outlets. Standpipe outlet locations shall be clearly identified by a flag or other approved means designed to be readily visible from the pier accessing the float system.

4604.3 4504.3 Access and Water Supply. Piers and wharves shall be provided with fire apparatus access roads and water-supply systems with on-site fire hydrants when required by the fire code official. At least one fire hydrant capable of providing the required fire flow shall be provided within an approved distance of standpipe supply connections.

4604.4 4504.4 Portable Fire Extinguishers. One 4A:40BC fire extinguisher shall be provided at each standpipe outlet. Additional fire extinguishers, suitable for the hazards involved, shall be provided and maintained in accordance with Section 906.

4604.5 4504.5 Communications. A telephone not requiring a coin to operate or other approved, clearly identified means to notify the fire department shall be provided on the site in a location approved by the code official.

4604.6 4504.6 Equipment staging areas. Space shall be provided on all float systems for the staging of emergency equipment. Staging areas shall provide a minimum of 4 feet wide by 10 feet long clear area exclusive of walkways and shall be located at each standpipe outlet. Staging areas shall be provided with barriers having a minimum height of 4 inches and a maximum space between the bottom barrier edge and surface of the staging area of 2 inches on the outboard sides to prevent loss of equipment overboard. A sign reading "Fire Equipment Staging Area- Keep Clear" shall be provided at each staging area to prevent obstruction.

4604.7 4504.7 Smoke and heat vents. Approved automatic smoke and heat vents shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m²) in area, excluding roof overhangs.

Exception: Smoke and heat vents are not required in areas protected by automatic sprinklers.

4604.7.1 4504.7.1 Application to existing marinas. Smoke and heat vents in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas annexed into the City shall have smoke and heat vents installed within 5 years of the effective date of annexation.

4604.7.2 4504.7.2 Design and installation. Where smoke and heat vents are required they shall be installed near the roof peak, evenly distributed and arranged so that at least one vent is over each covered berth. The effective vent area shall be calculated using a ratio of one square foot of

vent to every fifteen square feet of covered berth area (1:15). Each vent shall provide a minimum opening size of 4 ft. x 4 ft.

~~4604.7.2.1~~ 4504.7.2.1 Smoke and heat vents. Smoke and heat vents shall operate automatically by actuation of a heat-responsive device rated at ~~between~~ 100°F (56°C) above ambient.

Exception: Gravity-operated drip drop out vents.

~~4604.7.2.2~~ 4504.7.2.2 Gravity-operated drop out vents. Gravity-operated drop out vents shall fully open within 5 minutes after the vent cavity is exposed to a simulated fire represented by a time-temperature gradient that reaches an air temperature of 500°F (260°C) within 5 minutes.

~~4604.8~~ 4504.8 Draft curtains. Draft curtains shall be provided in covered boat moorage areas exceeding 2,500 sq. ft. (232 m²) in area excluding roof overhangs.

Exception: Draft curtains are not required in areas protected by automatic sprinklers.

~~4604.8.~~ 4504.8.1 Application to existing marinas. Draft curtains in accordance with this section shall be installed in all existing marinas within the City on or before January 1, 2014. All marinas annexed into the City shall have draft curtains installed within 5 years of the effective date of annexation.

~~4604.8.1~~ 4504.8.2 Draft curtain construction. Draft curtains shall be constructed of sheet metal, gypsum board or other approved materials that provide equivalent performance to resist the passage of smoke. Joints and connections shall be smoke tight.

~~4604.8.2~~ 4504.8.3 Draft curtain location and depth. The maximum area protected by draft curtains shall not exceed 2,000 square feet (186 m²) or two slips or berths, whichever is smaller. Draft curtains shall not extend past the piling line. Draft curtains shall have a minimum depth of 4 feet and shall not extend closer than 8 feet (2438 mm) to the walking surface of the pier

Section ~~4607~~ 4507
MARINE MOTOR VEHICLE FUEL-DISPENSING STATIONS

~~4607.1~~ 4507.1 Fuel-Dispensing. Marine motor vehicle fuel-dispensing stations shall be in accordance with IFC Chapter 22.

(S) A new section 15.16.200 is added to the Gig Harbor Municipal Code to read as follows:

15.16.200 Amendment to IFC Chapter 4603.6

Section 4603.6 of the IFC is amended as follows:

4603.6 Fire alarm systems. An approved fire alarm system shall be installed in existing buildings and structures in accordance with Sections 4603.6.1 through 4603.6.7 and provide occupant notification in accordance with Section 907.6 unless other requirements are provided by other sections of this code.

Occupancies subject to section 4603.6 and annexed into the City of Gig Harbor shall have smoke alarms installed in accordance with this section within five years of the date of annexation.

(T) A new section 15.16.210 is added to the Gig Harbor Municipal Code to read as follows:

15.16.210 Amendment to IFC Appendix Chapter C, Table C105.1

Appendix C, Table 105.1 is amended by the addition of a new footnote "f" to read:

f. When the fire flow determined under Appendix Ch. B falls between the fire flow requirements specified in the first column of Table C105.1 the flow shall be rounded up to the next closest prescribed flow.

Section 8. Chapter 15.18 of the Gig Harbor Municipal Code is hereby amended as follows:

(A) A new section 15.18.055 is added to the Gig Harbor Municipal Code to read as follows:

15.18.055 Amendment to IEBC 105.

Section 105 is amended as follows:

105.3.2 Time limit on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the code official is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-50 WAC occurs after expiration, application

for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-50 WAC and GHMC Title 15.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

(B) Section 15.18.060 of the Gig Harbor Municipal Code is amended as follows.

15.18.060 Amendment to IEBC Section 108.

Section 108 of the IEBC is amended as follows:

108.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at the time of application. Permit valuations shall include the total value of work, including materials, labor, normal site preparation, architectural and design fees, overhead and profit, for which the permit is being issued, such as gas, mechanical, plumbing equipment and permanent systems.

If in the opinion of the ~~building official~~ director, the valuation is underestimated on the application, the valuation shall be based on the valuation as determined using the most current Table 1-2, Square Foot Construction Costs contained in the ~~Building Valuation Data published by the International Code Council~~ City's fee resolution unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

(C) Section 15.18.062 of the Gig Harbor Municipal Code is amended as follows:

15.18.062 Amendment to IEBC Section 307.5.

Section 307.5 of the IEBC is amended as follows:

307.5 Energy. Buildings undergoing a change in occupancy that would result in an increase in demand for either fossil fuel or electrical energy shall comply with the *International Energy Conservation Code* Washington State Energy Code.

(D) Section 15.18.064 of the Gig Harbor Municipal Code is amended as follows.

15.18.064 Amendment to IEBC Section 308.2.

Section 308.2 of the IEBC is amended as follows:

Exception: Historic buildings that are:

1. Listed or preliminarily determined to be eligible for listing in the National Register of Historic Places;
2. Determined by the Secretary of the U.S. Department of Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined to qualify as an historic district; or
3. Designated as historic under a state or local historic preservation program that is approved by the Department of Interior.

Section 9. Chapter 15.22 of the Gig Harbor Municipal Code is hereby amended as follows:

(A) A new section 15.22.045 is hereby added to the GHMC to read as follows

15.22.045 Amendment to UPC Section 103.

Section 103 of the UPC is amended as follows:

103.3.4 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work

is commenced. Before such work recommences, a new permit shall be first obtained and the fee, therefor, shall be one-half the amount required for a new permit for such work, provided no changes have been made in the original construction documents for such work and provided further that such suspension or abandonment has not exceeded one year.

The director is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing prior to the expiration of the permit and justifiable cause demonstrated.

103.4.3 Time limitation on application. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or the permit has been issued; except that the director is authorized to grant one or more extensions of time for additional periods not exceeding 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Any permit application that has been approved by the director but for whatever reason has not been issued within a period of 180 days after approval shall be deemed to have expired. If an update in code editions in accordance with Chapter 51-56 WAC occurs after expiration, application for a new permit must be submitted with new construction documents demonstrating compliance with the appropriate code provisions as enumerated in 51-56 WAC and GHMC Title 15.

(B) Section 15.22.070 of the Gig Harbor Municipal Code is amended by changing the definition of Authority Having Jurisdiction in Section 203.0 of the UPC to read:

Authority Having Jurisdiction – The ~~building official/fire marshal~~ building/fire safety director of the City of Gig Harbor shall be the Authority Having Jurisdiction for the purposes of this code. This definition shall include the Authority Having Jurisdiction's duly authorized representative.

Section 10. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 11. Copies of Codes Filed with City Clerk. Pursuant to RCW 35A.12.140, copies of all of the codes adopted by reference in this Ordinance

have been filed with the City Clerk for use and examination by the public prior to adoption.

Section 12. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ----th day of -----, 2010.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA BELBECK

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



Subject: Public Hearing and First Reading of Ordinance Extending the Sewer Concurrency Reservation Alternative Process and Allocation of Limited Sewer Capacity Process.

Proposed Council Action: Review ordinance and approve at second reading.

Dept. Origin: Planning
Prepared by: Jennifer Kester
Senior Planner
For Agenda of: April 12, 2010
Exhibits: Ordinance

Initial & Date

Concurred by Mayor:
Approved by City Administrator: POK 4/1/10
Approved as to form by City Atty: 3/29 via email
Approved by Finance Director: NA
Approved by Department Head: JK FOR TD

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

The City adopted a concurrency ordinance for water, sewer, and transportation as Chapter 19.10 of the Gig Harbor Municipal Code. The concurrency ordinance allows for the administrative denial of any application for a water, sewer, or transportation concurrency certificate if there is no available capacity. In June of 2007 it was determined that the Wastewater Treatment Plant (WWTP) had reached capacity, which caused the City to begin denying applications for sewer concurrency.

As a way to process project permits even though sewer concurrency could not be granted, the City adopted an ordinance in 2007 allowing an alternative processing procedure for project permit applications without sewer concurrency while the City undertakes improvements to the WWTP to expand capacity. In addition, in May of 2009, the city established a temporary procedure for allocation of limited sewer capacity gained due to permit revisions, withdrawals and minor system upgrades prior to the completion of the improvements to the WWTP.

Both of these procedures are set to expire on May 31, 2010 as it was predicted that the all improvements to the WWTP were to be accepted by that date. However, completion of the full improvements to the WWTP is now scheduled for October 2010. Under the current provisions, all project permit applications which used the alternative processing procedure and have not been reserved sewer capacity will become null, void and of no further effect on May 31, 2010 if the expiration date is not extended.

Therefore, staff is recommending that the alternative processing procedure and procedure allocating limited sewer capacity be extended to November, 30, 2010 when the WWTP improvements are expected to be complete. The enclosed ordinance includes the extension of the alternative processing procedure in Section 1 and the extension of the process for allocation of limited sewer capacity in Section 2.

Furthermore, in Section 3, the City Administrator is authorized to execute contract extensions with property owners who have entered into an Alternative Project Permit Processing without Concurrency contract and will not receive a sewer concurrency reservation certificate for their project permit application by May 31, 2010.

ENVIRONMENTAL ANALYSIS

City's SEPA Responsible Official has determined that the proposed standards are exempt under SEPA pursuant to WAC 197-11-800(19).

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

None solicited.

RECOMMENDATION / MOTION

Review ordinance and approve at second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROCESSING OF PROJECT PERMIT APPLICATIONS AND CAPACITY RESERVATION CERTIFICATES, EXTENDING THE ALTERNATIVE PROCEDURE FOR PROCESSING PROJECT PERMIT APPLICATIONS WITHOUT SEWER CONCURRENCY TO NOVEMBER 30, 2010 WHILE THE CITY FINISHES CONSTRUCTION OF THE NECESSARY IMPROVEMENTS TO THE WASTEWATER TREATMENT PLANT; AMENDING SECTION 19.02.035 OF THE GIG HARBOR MUNICIPAL CODE; AND EXTENDING THE EXPIRATION DATE OF THE ALLOCATION OF LIMITED SEWER CAPACITY PROVISIONS IN GHMC 19.10.015(B) (1) AND (2) TO NOVEMBER 30, 2010; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City adopted a concurrency ordinance for water, sewer and transportation at chapter 19.10 of the Gig Harbor Municipal Code; and

WHEREAS, the City's concurrency ordinance allows for the administrative denial of any application for a water, sewer or concurrency certificate if there is no available capacity; and

WHEREAS, the City's engineering consultants, Cosmopolitan Engineering Group, Inc., issued a memorandum dated June 8, 2007, on the status of the City's Waste Water Treatment Plant ("WWTP"), stating that the WWTP was at its maximum capacity for the maximum month and peak day flows; and

WHEREAS, a Technical Memorandum was prepared, submitted and approved by the Department of Ecology on September 23, 2007, which summarized the current WWTP deficiencies and provided an outline of the necessary plant improvements; and

WHEREAS, the City is currently working on the necessary improvements to the WWTP that will provide more operational capacity; and

WHEREAS, the lack of capacity prevents the City from approving and reserving sewer concurrency certificates for certain project permit applications; and

WHEREAS, the City Council adopted ORD 1114 on November 26, 2007, allowing an alternative procedure for processing project permit applications without sewer concurrency while the City undertakes improvements to the WWTP; and

WHEREAS, this procedure is set to expire on May 31, 2010 and all project permit applications which used this procedure and have not been reserved sewer capacity will become null, void and of no further effect on May 31, 2010 per the provisions of GHMC 19.02.035 if the expiration date is not extended; and

WHEREAS, the City Council adopted ORD 1159 on May 26, 2009, which established a temporary procedure for allocation of limited sewer capacity gained due to permit revisions, withdrawals and minor system upgrades prior to the completion of the improvements to the WWTP; and

WHEREAS, this procedure is set to expire on May 31, 2010 unless extended by the Council; and

WHEREAS, completion of the full improvements to the WWTP is scheduled for October 2010, but the City cannot predict the exact date that construction will be complete and additional capacity will be available; and

WHEREAS, The City desires to extend the expiration of the alternative processing procedure and procedure for allocating limited sewer capacity to November, 30, 2010 when the WWTP improvements are expected to be complete; and

WHEREAS, the City's SEPA Responsible Official has determined that the proposed extensions are exempt under SEPA pursuant to WAC 197-11-800(19); and

WHEREAS, the Gig Harbor City Council considered the Ordinance at a public hearing and first reading on _____, 2010; and

WHEREAS, on _____, the City Council held a second reading during a regular City Council meeting; Now, therefore,

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

Section 1. Section 19.02.035 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.02.035 Alternative Project Permit Processing without
Concurrency.**

A. Notice to Applicants of Alternative Procedure in Determination of Complete Application. Beginning on January 1, 2008, and ending on ~~May 31, 2010~~ November 30, 2010 or the date the City grants substantial completion of the Phase 1 improvements to the wastewater treatment plant, whichever is earlier, the City shall include the following language in

every Notice of Complete Application for every building permit, preliminary plat, short plat, binding site plan, planned unit development, planned residential development, conditional use, variance, shoreline substantial development, shoreline conditional use, shoreline variance, site plan, or any other permit/approval for which a sewer concurrency certificate is required:

As an alternative to the standard project permit processing, an applicant may choose to have this application processed under the temporary procedure entitled 'Alternative Project Permit Processing without Concurrency,' as set forth in Gig Harbor Municipal Code Section 19.02.035. A copy of this procedure is attached. Please let us know if you would like your application processed under this alternative procedure. If you do not choose to have your application processed under the alternative method, your application for a sewer concurrency certificate will be processed immediately. At present, there is no available capacity in the City's Wastewater ~~Water~~ Treatment Plant, and it is likely that any application for concurrency in the Wastewater ~~Water~~ Treatment Plant will be denied. If your underlying project permit application requires sewer availability in the City's Wastewater ~~Water~~ Treatment Plant, it is likely that it will be denied as well. Denied applications are subject to the appeal provisions of GHMC Section 19.06.007.

B. Choosing Alternative Processing. Once an application has been determined complete and the applicant has chosen alternative processing without concurrency, the property owner will be asked to sign a contract with the City, allowing processing to proceed. This contract may not be signed by an agent for the property owner. A copy of this contract is attached to this Ordinance as Exhibit A, and will include, but not be limited to, the following requirements:

1. The property owner must waive any right to a final decision on the project permit application or concurrency determination by the dates established in the City code or in state law;
2. The property owner must release and covenant not to sue the City for any damages or liability that may be suffered by the applicant/property owner, developer or any third party as a result of the applicant's decision to choose this alternative processing procedure without concurrency, or as a result of the City's processing of the application under this procedure;
3. The property owner must agree to the City's processing of the application up to the point where a final decision must be made, and no

farther, until the expiration date established herein. If the City still does not have any capacity in the ~~Wastewater~~ Water Treatment Plant by that time, the property owner must agree that the application is null, void and of no further effect unless both parties agree to an extension;

4. The parties to the agreement must acknowledge that while the City will extend the vested rights doctrine to certain applications, up to the expiration date established herein, the City will not extend the vested rights doctrine to permits that do not vest under state or local law, and no applications will be vested under the State Environmental Policy Act (SEPA);

5. The property owner must acknowledge that the City's processing of applications subject to the vested rights doctrine will proceed under the codes in place at the time the complete application has been submitted (with the exception of SEPA), (except for those codes that are specifically adopted to be retroactive);

6. The property owner must agree to pay all applicable processing fees, which may include a double fee for any SEPA review or review based on SEPA, including but not limited to evaluations for traffic concurrency;

7. The property owner must agree to a contract expiration date of ~~May 31, 2010~~ November 30, 2010, and if the City has not announced that the ~~Wastewater~~ Water Treatment Plant has available capacity for the project permit application by that date, the application will be null and void, and the property owner will be required to re-submit his/her application to begin the process anew, without any refund in fees.

C. Execution of Contract. Every contract executed by the property owner shall be presented to the City Administrator. The City Council hereby authorizes the City Administrator to sign the contract attached hereto as Exhibit A on behalf of the City.

D. Alternative Processing without Concurrency. After contract execution, the City shall begin processing the application up to the point where a final decision must be made. In the case of a permit/approval that becomes final when a staff decision is made, the staff shall only write a draft report. In the case of a permit/approval that becomes final when a hearing examiner decision is made, the staff report shall also be in draft form, and the application shall not be scheduled for a hearing to the hearing examiner. For the SEPA threshold decision, see below.

E. Double-stage SEPA processing. The City's processing of the application under SEPA shall proceed as set forth in the City's codes and state law, except that no threshold decision shall issue. While the staff may prepare a draft threshold decision and even receive comments from the public/applicant on such draft, the threshold decision shall not issue for comment/appeal by the public under this procedure, until the City announces that the ~~Wastewater~~ Water Treatment Plant has available capacity for the project permit application, ~~but not later than May 31, 2010, unless the City has not accepted the improvements for the Waste~~

~~Water Treatment Plant which will provide available capacity by that date.~~
There shall be no vesting of any regulations under SEPA.

F. Fees. The applicant shall pay the applicable project permit processing fees. In addition, if the City is required to issue a draft SEPA decision in order to ensure continued processing of an application, the applicant shall pay an additional fee for a second SEPA threshold decision (that would issue after ~~May 31, 2010~~ capacity is available, as provided above).

G. Order of Processing. The City shall process the applications in the order established by readiness for a final decision. In other words, once the staff has performed the last step in the process prior to the final decision or the hearing on the final decision, the application will be placed on the list. The applications on the list will be held until the City ~~announces the acceptance of the Waste Water Treatment Plant grants~~ substantial completion of the Phase 1 improvements to the wastewater treatment plant, which will provide available capacity, but not later than ~~May 31, 2010~~ November 30, 2010. At that point, the staff will issue the necessary final decisions or schedule the applications for hearing on the final decision. If no announcement of available capacity has been made by ~~May 31, 2010~~ November 30, 2010, the applications will be null, void and of no further effect.

H. Re-application. If the City does not accept the improvements to the ~~Waste Water Treatment Plant grant~~ substantial completion of the Phase 1 improvements to the wastewater treatment plant that will provide available capacity on or before ~~May 31, 2010~~ November 30, 2010, and the applications that have been processed under this temporary, alternative procedure have been determined null, void and of no further effect, the applicants may submit new applications once the City announces that sewer capacity is available. The provisions of GHMC Section 19.06.007 shall not prevent reapplication of applications that have been determined invalid.

I. Utility Extension Agreements and Comprehensive Plan Amendments. This procedure is not available for utility extension agreements or comprehensive plan amendments.

Section 2. The expiration date of the provisions in GHMC 19.10.015(B)(1) and (2), as established by ORD 1159, shall be extended to November 30, 2010.

Section 3. The City Council hereby authorizes the City Administrator to execute contract extensions with property owners who have entered into an Alternative Project Permit Processing without Concurrency contract, as set forth in GHMC 19.02.035, with an expiration date of May 31, 2010 and will not receive a sewer concurrency reservation certificate for their project permit application by May 31, 2010.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2010.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Angela S. Belbeck

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



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

Subject: First Reading of Ordinance – 2010 Stormwater Manual Revisions

Proposed Council Action: Review an Ordinance of the City Council of the City of Gig Harbor, Washington, relating to minor editorial revisions to the 2010 Stormwater Management and Site Development Manual.

Dept. Origin: Public Works

Prepared by: Jeff Langhelm *AL*

For Agenda of: April 12, 2010

Exhibits: Proposed ordinance with revised pages from 2010 Stormwater Management and Site Development Manual

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

PSK 4/6
APP'D VIA EMAIL
SA 4/6/10
Stm 4/6/10

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

The City of Gig Harbor's 2010 Stormwater Management and Site Development Manual (Manual) was adopted on August 10, 2009 and became effective on January 1, 2010. The Manual is required as part of the City's NPDES Phase 2 Stormwater Permit.

As part of the creation of the Manual, staff verified code references and definitions. However, some of these references and definitions were incorrect. The intent of this ordinance is to revise the Manual to provide the correct code references and definitions.

Attached for your review is the proposed ordinance with the proposed Manual revisions shown using strike out and underline formatting. The requested editorial revisions are located on nine of the 1,200 pages. If preferred, the City Council may adopt this ordinance at the first reading with a supermajority vote.

FISCAL CONSIDERATION

None with this action.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Review an Ordinance of the City Council of the City of Gig Harbor, Washington, relating to minor editorial revisions to the 2010 Stormwater Management and Site Development Manual.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, RELATING TO STORMWATER
REGULATIONS AND THE ADOPTION OF EDITORIAL
REVISIONS TO THE CITY'S 2010 STORMWATER
MANAGEMENT AND SITE DEVELOPMENT MANUAL.**

WHEREAS, the City of Gig Harbor (the "City") is regulated under the Washington State Department of Ecology's Western Washington Phase II Municipal Stormwater Permit (the "Permit"); and

WHEREAS, the Permit became effective on February 16, 2007 and contains various requirements for stormwater management and operations that must be implemented over the 5-year permit term ending February 15, 2012; and

WHEREAS, the City adopted the 2010 Stormwater Management and Site Development Manual (the "Manual") on August 10, 2009, which became effective on January 1, 2010, and was needed to comply with the Permit; and

WHEREAS, the Manual includes many of the requirements that have been previously provided by the previous Chapter 14.20 GHMC and is based on the recently approved Pierce County Stormwater Management and Site Development Manual; and

WHEREAS, during the creation of the Manual staff verified code references and definitions; and

WHEREAS, some of the code references and definitions were later found to be incorrect; Now, therefore

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

Section 1. The following pages of the Stormwater Management and Site Development Manual referenced in Section 14.20.050 GHMC shall be revised as attached:

- Volume I – Page 1-10
- Volume I – Page 3-28
- Volume I – Page 3-31
- Volume I – Page Glossary-1

Volume I – Page Glossary-17
Volume I – Page Glossary-18
Volume I – Page Glossary-25
Volume I – Page Glossary-39
Volume I – Page Glossary-40

Section 2. Severability. If any one or more section, subsections, or sentences of this ordinance are held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance and the same shall remain in full force and effect.

Section 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this __ day of April, 2010.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: April 8, 2010
PASSED BY THE CITY COUNCIL: April __, 2010
PUBLISHED: April __, 2010
EFFECTIVE DATE: May __, 2010
ORDINANCE NUMBER:

Severability

If any provisions of the manual or their application to any person or property are amended or held to be invalid, the remainder of the provisions in this manual in their application to other persons or circumstances shall not be affected.

Penalties and Enforcement

Penalties and enforcement shall be in accordance with Chapter 12.17 (GHMC).

Appeals

Appeals shall be handled in accordance with the Building Code Advisory Board (Chapter 15.02 GHMC).

1.7.2 More Stringent Measures and Retrofitting

Total maximum daily loads (TMDL) – which are also known as water cleanup plans – may identify more stringent measures needed to restore water quality in an impaired water body. For more information, refer to the Washington State Department of Ecology (Department of Ecology) website: <http://www.ecy.wa.gov/PROGRAMS/WQ/tmdl/index.html>.

1.7.3 Presumptive Versus Demonstrative Approaches to Protecting Water Quality

Wherever a discharge permit or other water-quality-based project approval is required, project applicants may be required to document the technical basis for the design criteria used to design their stormwater management BMPs. This includes: how stormwater BMPs were selected; the pollutant removal performance expected from the selected BMPs; the scientific basis, technical studies, and/or modeling which supports the performance claims for the selected BMPs; and an assessment of how the selected BMP will comply with Federal technology-based treatment requirements, state water quality standards, and satisfy “all known available and reasonable methods by industries and others to prevent and control the pollution of the waters of the State of Washington.” This statutory requirement is generally known by the acronym AKART.

The BMPs presented in this manual are approved by Gig Harbor, Pierce County and the Department of Ecology and are *presumed* to protect water quality and instream habitat – and meet the stated environmental objectives of the regulations described in this chapter. Project applicants always have the option of not following the stormwater management practices in this manual. However, if a project applicant chooses not to

- **Critical areas:** Confirm that the project is consistent with any applicable provisions in Chapter 18.08 Critical Areas GHMC. Describe specific site design and construction requirements that implement the applicable critical area standards.
- **Wetland hydrology:** If applicable, provide calculations and continuous modeling results demonstrating that wetland hydrology and hydroperiod are maintained in comparison to the predevelopment condition and the wetland is protected from water quality impacts and construction intrusions.
- **Hydrology and water quality:** Provide calculations documenting that hydrology and water quality impacts to Fish and Wildlife habitat areas are minimized, the project has meet applicable flow control and water quality standards, and protections are provided from construction intrusions.
- **Flood hazard areas:** Provide calculations demonstrating that predeveloped flood capacity is not diminished and proposed developments are protected from flood damage. Refer to Section 18.08.196 GHMC for applicable requirements.
- **Landslide hazard areas:** If there are any landslide hazard areas on the site, evaluate whether the proposed development is protected from impacts from an active landslide hazard area and document what measures have been implemented into the site design to ensure that impacts to the active landslide hazard area and associated buffer are prevented.
- **Steep slopes:** Discuss appropriate construction methods that will be utilized when creating or constructing on steep slopes as defined in Section 18.08.192 GHMC.
- **Geotechnical and shoreline requirements:** Document that the recommendations made in the ~~Shoreline Erosion Hazard Geotechnical Report (Title 18E.110 PCC), Geological Assessment-Landslide Hazard Geotechnical Report (Title 18E.80 PCC), Stability Report (Title 17A.30.030 B. PCC), and any applicable requirements as per Title 17A.30.030.A.1 PCC~~ geotechnical reports required in Chapter 18.08 GHMC have been approved by the city. Describe specific site design and construction measures that will be implemented to meet the applicable geotechnical recommendations and mitigations.
- **Downstream analysis:** Provide calculations demonstrating that the downstream capacity of drainage courses and drainage channels is sufficient for the proposed project improvements.

with a transmittal letter. All submittals must comply with RCW 18.43.070 and (with the exception of Abbreviated Plans) must be stamped, signed, and dated by the engineer.

If the city begins its review and finds that the submittal is incomplete, it will be returned to the applicant unchecked and upon resubmittal it will be assigned a new review date. Reviewed plans will be returned directly to the applicant for corrections and/or revisions.

After initial review, all revised site development reports, plans, city mark-ups, financial guarantees, legal documents, easements, etc., as required by the city, must be resubmitted to the city with a completed “Revision/Correction Submittal Form” ~~transmittal letter~~ which has the plat name and/or City file number on it, i.e., Gig Harbor Public Works Department File No. xx.

The city reserves the right to review a site development plan or road plan and require a new permit when the resubmitted plans are found to have significant design and/or conceptual changes or changes in field conditions from the original submittal. Design errors which are undetected by the city do not relieve the engineer from ultimate responsibility. Where these errors are discovered, the plans are subject to revisions by the engineer and review and approval by the city.

Review fees, if applicable, shall be paid by the applicant at the time of submittal.

Submittals shall be reviewed by the city according to the date they were submitted. Previously reviewed or approved plans submitted with revisions shall be considered a new submittal. Approved plans under construction will be considered a resubmittal and will be reviewed prior to new submittals.

- First submittal: Three sets of prints of plans, profiles, and detail sheets, including three sets of the Drainage Control Plan, Erosion and Sediment Control Plan, Engineered Abbreviated Plan, or Abbreviated Plan.
- Final submittal: Original set of reproducible prints of corrected plans, profiles, and detail sheets; two sets of prints of corrected plans, profiles and detail sheets. One set of the Drainage Control Plan, Erosion and Sediment Control Plan, Engineered Abbreviated Plan, or Abbreviated Plan, and the quantity take-off and engineer's cost estimates of proposed construction when the project is to be bonded. The most recent set previously marked up by the city reviewers. Upon city approval of the final submittal, the city will make a reproducible set of the plan sheets and return the original reproducibles to the engineer. All other submittal items will be

Glossary and Notations

The following terms are provided for reference and use with this manual.

American Association of State Highway and Transportation Officials (AASHTO) Classification	The official classification of soil materials and soil aggregate mixtures for highway construction, used by the American Association of State Highway and Transportation Officials.
Abbreviated Plan	A plan for small sites to implement temporary BMPs to control pollution generated during the construction phase only, primarily erosion and sediment.
Absorption	The penetration of a substance into or through another, such as the dissolving of a soluble gas in a liquid.
Administrator	See Director.
Adsorption	The adhesion of a substance to the surface of a solid or liquid; often used to extract pollutants by causing them to be attached to such adsorbents as activated carbon or silica gel. Hydrophobic, or water-repulsing adsorbents, are used to extract oil from waterways when oil spills occur. Heavy metals such as zinc and lead often adsorb onto sediment particles.
Aeration	The process of being supplied or impregnated with air. In waste treatment, the process used to foster biological and chemical purification. In soils, the process by which air in the soil is replenished by air from the atmosphere. In a well aerated soil, the soil air is similar in composition to the atmosphere above the soil. Poorly aerated soils usually contain a much higher percentage of carbon dioxide and a correspondingly lower percentage of oxygen.
Aerobic	Living or active only in the presence of free (dissolved or molecular) oxygen.
Agricultural Activities	The normal and routine actions associated with the production of crops: such as plowing, cultivating, minor drainage, and harvesting, and/or raising or keeping of livestock, including O&M of farm and stock ponds, drainage ditches, irrigation systems, and normal operation, maintenance, and repair of existing serviceable agricultural structures, facilities, or improved areas. The term "agricultural activities" as used within this Title does not include the practice of aquaculture. Forest practices regulated under Title 18H PCC , Chapter 76.09 RCW and Title 222 WAC are not included in this definition.

	buildings for the purpose of eliminating flood damages to those structures including their utilities and contents.
Flood Routing	An analytical technique used to compute the effects of system storage dynamics on the shape and movement of flow represented by a hydrograph.
Floodway	The channel of the river, or other watercourse, and the adjacent land areas that must be reserved in order to convey and discharge the base flood without cumulatively increasing the water surface elevation by more than 1 foot, and those areas designated as deep and/or fast-flowing water or mapped at severe risk of channel migration.
Flow Control Facility	A drainage facility designed to mitigate the impacts of increased surface and stormwater runoff flow rates generated by development. Flow control facilities are designed either to hold water for a considerable length of time and then release it by evaporation, plant transpiration, and/or infiltration into the ground, or to hold runoff for a short period of time, releasing it to the conveyance system at a controlled rate.
Flow duration	The aggregate time that peak flows are at or above a particular flow rate of interest. For example, the amount of time that peak flows are at or above 50 percent of the 2-year recurrence interval peak flow rate for a period of record.
Flow Frequency	The inverse of the probability that the flow will be equaled or exceeded in any given year (the exceedance probability). For example, if the exceedance probability is 0.01 or 1 in 100, that flow is referred to as the 100-year recurrence interval flow.
Flow Path	The route that stormwater runoff follows between two points of interest.
Forebay	An easily maintained, extra storage area provided near an inlet of a BMP to trap incoming sediments before they accumulate in a pond or wetland BMP.
Forest Practice	Any activity conducted on or directly pertaining to forest land and relating to growing, harvesting, or processing timber, including but not limited to: Road and trail construction, Harvesting, final and intermediate, Precommercial thinning, Reforestation, Fertilization, Prevention and suppression of diseases and insects, Salvage of trees, Brush control.
Forest Practices Permit	Means a permit issued by the county under Title 18H

	PCC or WDNR <u>Washington State Department of Natural Resources</u> for the removal of timber and construction of necessary roads.
Forested Wetlands	In general terms, communities (wetlands) characterized by woody vegetation that is greater than or equal to 6 meters in height; in this manual the term applies to such communities (wetlands) that represent a significant amount of tree cover consisting of species that offer wildlife habitat and other values and advance the performance of wetland functions overall.
Freeboard	The vertical distance between the design water surface elevation and the elevation of the barrier that contains the water.
Frequency Of Storm (Design Storm Frequency)	The anticipated period in years that will elapse, based on average probability of storms in the design region, before a storm of a given intensity and/or total volume will recur; thus a 10 recurrence interval storm can be expected to occur on the average once every 10 years. Sewers designed to handle flows that occur under such storm conditions would be expected to be surcharged by any storms of greater amount or intensity.
Gabion	A rectangular or cylindrical wire mesh cage filled with rock and used as a protecting agent, revetment, etc., against erosion. Soft gabions, often used in streambank stabilization, are made of geotextiles filled with dirt, in between which cuttings are placed.
Gage Or Gauge	A measuring device for registering precipitation, water level, discharge, velocity, pressure, temperature, etc. Also, a measure of the thickness of metal.
Geologist	A person who has earned a degree in geology from an accredited college or university or who has equivalent educational training and has at least 5 years of experience as a practicing geologist or 4 years of experience and at least 2 years postgraduate study, research or teaching. The practical experience shall include at least 3 years work in applied geology and landslide evaluation, in close association with qualified practicing geologists or geotechnical professional/civil engineers.
Geometrics	The mathematical relationships between points, lines, angles, and surfaces used to measure and identify areas of land.
Geotechnical Professional	A person with experience and training in analyzing, evaluating, and mitigating any of the following: landslide, erosion, seismic, and/or mine hazards, or fluvial

	is associated with stabilization of structures and road construction shall also be considered a land-disturbing activity. Vegetation maintenance practices are not considered land-disturbing activity.
Landscaping	Means the improvement or installation on a parcel or portion thereof of objects or vegetation for decorative or ornamental effect. Examples include: trees, bushes, shrubs, flowers, grass, weeds, ornamental rocks or figures, and low-lying ground cover, sprinkler systems, sidewalks, and lighting fixtures.
Landslide	Episodic downslope movement of a mass of soil or rock that includes but is not limited to rockfalls, slumps, mudflows, and earthflows. For the purpose of these rules, snow avalanches are considered to be a special case of landsliding.
Large Lot	Means as defined by the Gig Harbor Municipal Code (GHMC), Title 18F PCC or the most recent version thereof.
Large Lot Divisions	Means any number of divisions of land into lots, tracts or parcels for any purpose, each of which the smallest lot size is 5 acres or larger or one one hundred twenty eighth (1/128) of a section but smaller than 20 acres or larger.
Lattice Block Pavement	A pavement, either cast in place or interlocking paving bricks, with interstices allowing infiltration and the growth of vegetation.
Leachable Materials	Those substances that, when exposed to rainfall, measurably alter the physical or chemical characteristics of the rainfall runoff. Examples include erodible soils, uncovered process wastes, manure, fertilizers, oil substances, ashes, kiln dust, and garbage dumpster leakage.
Leachate	Liquid that has percolated through soil and contains substances in solution or suspension.
Leaching	Removal of the more soluble materials from the soil by percolating waters.
Legume	A member of the legume or pulse family, Leguminosae, one of the most important and widely distributed plant families. Practically all legumes are nitrogen-fixing plants.
Level Pool Routing	The basic technique of storage routing used for sizing and analyzing detention storage and determining water levels for ponding water bodies. The level pool routing technique is based on the continuity equation: Inflow –

Sensitive Area	Means those areas designated by resolution or ordinance of the Gig Harbor City Council pursuant to Washington Administrative Code 197-11-908 and Title Chapter 18E PCC 18.08 GHMC or the most recent amendments thereto. See Environmentally Sensitive Area.
SEPA	See State Environmental Policy Act.
Settleable Solids	Those suspended solids in stormwater that separate by settling when the stormwater is held in a quiescent condition for a specified time.
Shared Access Facility	A privately-owned drivable surface which serves up to and including four lots in the rural area or two lots in the urban area for access to single family and two family dwelling units.
Sheet Erosion	The relatively uniform removal of soil from an area without the development of conspicuous water channels.
Sheet Flow	Runoff that flows over the ground surface as a thin, even layer, not concentrated in a channel.
Shoreline Development	The proposed project as regulated by the Shoreline Management Act. Usually the construction over water or within a shoreline zone (generally 200 feet landward of the water) of structures such as buildings, piers, bulkheads, and breakwaters, including environmental alterations such as dredging and filling, or any project which interferes with public navigational rights on the surface waters.
Short Circuiting	The passage of runoff through a BMP in less than the design treatment time.
Short Plat Or Short Subdivision	As defined in the Title 16 Gig Harbor Municipal Code (GHMC), or most recent version thereof.
Shoulder Width	Means the improved and maintained area between the edge of the traveled way and the point of intersection of shoulder slope with the fore slope or ditch slope.
Siltation	The process by which a river, lake, or other water body becomes clogged with sediment. Silt can clog gravel beds and prevent successful salmon spawning.
Single-Family Residential Structure	Means a structure used to house one or two families, including appurtenant structures such as a garage, storage shed, or other structure not used for living purposes, all for the private, non-commercial use of the property owner or renter.
Site	The legal boundaries of a parcel or parcels of land that is (are) subject to new development or redevelopment. For

	road projects, the length of the project site and the right-of-way boundaries define the site.
Site Development Permit	Means a permit issued by <u>the city of Gig Harbor</u> titled <u>“Civil Permit”</u> authorizing the applicant to access the property; fill, grade and create an impervious surface or any combination thereof.
Site Development Plan	<u>Means the set of civil drawings submitted by the applicant to request a site development permit.</u> Site development plans shall include the following, as specifically required by the city in each instance: Site plan, Drainage Control Plan, Erosion and Sediment Control Plan, Engineered Abbreviated Plan, Abbreviated Plan, grading plan, soils report, flood study, road construction plans, entering sight distance variances and verifications, and other documents required in the review of proposed development of the property.
Slope	Degree of deviation of a surface from the horizontal; measured as a numerical ratio, percent, or in degrees. Expressed as a ratio, the first number is the horizontal distance (run) and the second is the vertical distance (rise), as 2:1. A 2:1 slope is a 50 percent slope. Expressed in degrees, the slope is the angle from the horizontal plane, with a 90-degree slope being vertical (maximum) and 45-degree being a 1:1 or 100 percent slope.
Sloughing	The sliding of overlying material. It is the same effect as caving, but it usually occurs when the bank or an underlying stratum is saturated or scoured.
Soil	The unconsolidated mineral and organic material on the immediate surface of the earth that serves as a natural medium for the growth of land plants. See also topsoil, engineered soil/landscape system, and properly functioning soil system.
Soil Group, Hydrologic	A classification of soils by the SCS into four runoff potential groups. The groups range from A soils, which are very permeable and produce little or no runoff, to D soils, which are not very permeable and produce much more runoff.
Soil Horizon	A layer of soil, approximately parallel to the surface, which has distinct characteristics produced by soil-forming factors.
Soil Permeability	The ease with which gases, liquids, or plant roots penetrate or pass through a layer of soil.



WWTP Marine Outfall Extension Project Public Outreach Plan

July 9, 2010 through March 14, 2011

This project's first working day is scheduled for July 9, 2010 (first day of WDFW fish window) and will be under construction until March 14, 2011.

The City began the public outreach phase for this project on February 10, 2010 with a **mass mailing to all the waterfront property owners around Gig Harbor bay**, all marinas and yacht clubs in the south Puget Sound from Seattle to Olympia, Chamber of Commerce, Gig Harbor Historical Waterfront Association and several other key stakeholders.

Listed below is the anticipated outreach plan that will be implemented prior to the beginning of construction:

- **Letters will be sent to all the marinas and businesses that could be affected by construction** (before April 16th). The letter will indicate that City staff is willing to meet with each marina individually to discuss the project in detail and explain to them the impacts this work may have on their day-to-day operations.
- **Letters will be sent to all residences and businesses within a quarter mile radius of the sand spit where the directional drilling will take place** (before April 16th). This letter will describe the work and the impacts it may have on them, and notify them of upcoming public meeting dates.
- **Informational plaques will be installed in strategic locations along the waterfront.** These plaques will describe the work and have an aerial photo showing the pipe alignment. Locations will include Jerisich Park, Bogue Viewing Platform, Ferry Landing, Austin Estuary Park and Eddon Boat Park.
- **Informational banners will be displayed and announcements made of upcoming public meetings at City events** (Concerts in the Park, Movie Nights, Maritime Gig Festival).
- **Two public open house meetings will be held by the City, along with Advanced American Construction and Cosmopolitan Engineering.** The first meeting is scheduled for June 15th from 4 p.m. until 7:00 p.m. and the second will take place shortly after construction begins in early July.
- **Press Releases will be issued by the City Marketing department, in addition to posting information on their forums.**
- **Door-to-door handouts** will be distributed as the first construction day approaches and **VMS boards** will be utilized to announce dates of public meetings and construction times.
- We have also had discussion of entering a **float** (flatbed truck, dump truck) in the Maritime Gig Parade. This vehicle could have **banners** displayed on it that talk about our upcoming projects and we could possibly hand out some type of **informational material**.
- Once construction begins, City staff will be making **daily site visits** to all docks and marinas that could be inconvenienced by the upcoming work that will take place in front of their property. We will give them ample time to make appropriate arrangements.



Harborview Drive & Stinson Avenue Water Main Replacement Project Public Outreach Plan

Staff is working with City's design consultant Murray Smith and Associates to complete the project permitting and design by June 2010 in anticipation of construction in August 2010 with project completion before November 2010. This project will replace approximately 5,000 LF of existing asbestos cement water main along Harborview Drive between Rosedale Street and North Harborview Drive, and Stinson Avenue between Harborview Drive and Rosedale Street.

The City began the initial public outreach project for this project on March 5, 2010 with an email notification sent to a majority of the local businesses located in the downtown area. This email list was compiled during the public meetings for the Harborview / Judson Master Plan. Notices will be hand-delivered to all local businesses and residences North Harborview Drive & Vernhardson Street, Stinson Avenue to Rosedale Street, then all along Harborview Drive to Soundview. The Chamber of Commerce, Gig Harbor Historical Waterfront Association and several other key stakeholders will be kept abreast of the project as the construction schedule is developed.

Listed below is the anticipated outreach plan that will be implemented prior to the beginning of construction:

- **City staff has attended a GHHWA meeting and provided an overview of the project and approximate dates of construction.**
- **City staff will attend a Chamber Affairs breakfast and present relevant project information to all Chamber members.**
- **City staff will hold a utility coordination meeting in the later part of April with all of the utility companies.**
- **One or two public open house meeting will be scheduled by the City with the design consultant.** These meetings will be scheduled sometime in early May and the second will take place shortly before construction begins in August. Staff will present construction details, identify citizens' concerns, and answer questions.
- **Construction notices will be hand-delivered to residences and businesses in the vicinity of the project that could be affected by construction. This notice will also include the open house dates.** At the time these notices are hand-delivered, City staff will suggest notice recipients be included on the weekly email project notification list. Staff will request their email addresses at this time. Notices will be hand-delivered to all local businesses and residences from North Harborview Drive & Vernhardson Street, Stinson Avenue to Rosedale Street, then all along Harborview Drive to Soundview. The Chamber of Commerce, Gig Harbor Historical Waterfront Association and several other key stakeholders will be kept abreast of the project as the construction schedule is developed.
- **Press Releases will be issued by the City Marketing department, in addition to posting information on their forums, and on the City's website and bulletin boards.**
- **Door-to-door handouts** will be distributed as the first construction day approaches and **VMS boards** will be utilized to announce dates of public meetings and construction times.
- We have also had discussion of entering a **float** (flatbed truck, dump truck) in the Maritime Gig Parade. This vehicle could have **banners** displayed on it that talk about our upcoming projects and we could possibly hand out some type of **informational material**.



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

Subject: Purchase of Property Located at 3003 Harborview Drive in Gig Harbor (Parcel No. 0221081187)

Proposed Council Action:

Authorize the Mayor to execute the purchase and sale agreement substantially in the form attached hereto, and related closing documents, for the property located at 3003 Harborview Drive, currently known as Madison Shores Marina.

Dept. Origin: Administration
Prepared by: Rob Karlinsey
For Agenda of: April 12, 2010
Exhibits: Purchase & Sale Agreement

Initial & Date

Concurred by Mayor: _____
Approved by City Administrator: RJK 4/12/10
Approved as to form by City Atty: SM 4/12/10
Approved by Finance Director: _____
Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required: \$895,000 plus closing & due diligence costs.	Budgeted: \$0	Required: See below.

INFORMATION / BACKGROUND

Jim Sullivan, the owner of the "Madison Shores" waterfront site between the City's Soundview Street end and the Russell building is interested in selling this parcel to the City. The City may wish to consider purchasing this site for the following reasons:

ON-LAND BENEFITS

- ✓ Strategic waterfront location in the heart of the City's waterfront.
- ✓ "Clean" property—"No Further Action" letter obtained from DOE (to be verified during feasibility contingency process).
- ✓ Provides potential relief and opportunity to increase downtown parking (Sullivan's current plan shows 12 new parking stalls, but we may yield more if we coordinate the configuration with the City's adjacent right-of-way).
- ✓ Adjacent to the City's existing Soundview Street end.

MARITIME BENEFITS

- ✓ Potential location for a commercial "loading and unloading" pier that would also serve as a water viewing point for locals and visitors. (It was earlier documented as the preferred site for a Fishermen's Pier).
- ✓ Deep water access.
- ✓ DNR Lease to Outer Harbor-Line already in Place (to be confirmed).
- ✓ State and federal permits for the current planned marina approved.

FISCAL CONSIDERATION

The purchase price is \$895,000. Additional acquisition costs include approximately \$11,000 in due diligence costs during the feasibility contingency period and approximately \$3,000 in the City's share of closing costs. These costs, including the purchase price, are not budgeted. However, the City may choose to finance these costs in the upcoming refund of the civic center bond (due to cost savings from lower interest rates). The additional annual debt service can be born by a short-term loan from the Civic Center Debt Reserve Fund until the debt service for the 2002 Skansie Park purchase ends in 2012. The Madison shores annual debt service, plus the repayment of the short-term loan to the Civic Center Debt Reserve Fund, can replace the Skansie Park debt service when it retires at the end of 2012. Under this proposed financing strategy, there will be no impact to the General Fund until 2013. Financing for a parking area, landscaping, and/or pier may also be included in this strategy.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the purchase and sale agreement substantially in the form attached hereto, and related closing documents, for the property located at 3003 Harborview Drive, currently known as Madison Shores Marina.



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CBA Form PS-1A
 Purchase & Sale 7/07
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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT**

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
 New text inserted by licensee indicated by small capital letters.

Reference Date: 3, 2010

City of Gig Harbor ("Buyer") agrees to buy and Madison Shores Marina LLC ("Seller") agrees to sell, on the following terms, the commercial real estate and all improvements thereon (collectively, the "Property") commonly known as Madison Shores Marina at 3003 Harborview Drive in the City of Gig Harbor, Pierce County, Washington, legally described on attached Exhibit A. The Reference Date above is intended to be used to reference this Agreement, and is not the date of "Mutual Acceptance." Mutual Acceptance is defined in Section 23 below.

1. PURCHASE PRICE. The total purchase price is Eight Hundred Ninety Five Thousand Dollars (\$895,000.00) payable as follows (check only one):

- All cash at closing with no financing contingency.
- All cash at closing contingent on new financing in accordance with the Financing Addendum (attach CBA Form PS_FIN).
- \$____/____% of the purchase price in cash at closing with the balance of the purchase price paid as follows (check one or both, as applicable): Buyer's assumption of the outstanding principal balance as of the Closing Date of a first lien note and deed of trust (or mortgage), or real estate contract, in accordance with the Financing Addendum (attach CBA Form PS_FIN); Buyer's delivery at closing of a promissory note for the balance of the purchase price, secured by a deed of trust encumbering the Property, in accordance with the Financing Addendum (attach CBA Form PS_FIN).
- Other: _____.

2. EARNEST MONEY. The earnest money in the amount of \$25,000.00 shall be in the form of Cash Personal check Promissory note (attached CBA Form EMN) Other: _____
 The earnest money shall be held by Selling Licensee Closing Agent.
 Buyer shall deliver the earnest money no later than:
 3 days after Mutual Acceptance. *EARNEST MONEY SHALL BE NON REFUNDABLE AFTER REMOVAL OF FEASIBILITY AND SHALL BE DISBURSED TO SELLER UPON REMOVAL OF FEASIBILITY.*
 On the last day of the Feasibility Period defined in Section 5 below.
 Other: _____.

Selling Licensee may, however, transfer the earnest money to Closing Agent.

If the earnest money is to be held by Selling Licensee and is over \$10,000, it shall be deposited to: Selling Licensee's pooled trust account (with interest paid to the State Treasurer) A separate interest bearing trust account in ~~Selling Licensee's~~ THE CITY OF GIG HARBOR name. The interest, if any, shall be credited at closing to Buyer. If this sale fails to close, whoever is entitled to the earnest money is entitled to interest.

Selling Licensee shall deposit any check to be held by Selling Licensee within 3 days after receipt or Mutual Acceptance, whichever occurs later. Buyer agrees to pay financing and purchase costs incurred by Buyer. Unless otherwise provided in this Agreement, the earnest money shall be applicable to the purchase price.

3. EXHIBITS AND ADDENDA. The following Exhibits and Addenda are made a part of this Agreement:

Exhibit A - Legal Description

INITIALS: Buyer _____ Date _____ Seller [Signature] Date 4-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
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- Earnest Money Promissory Note, CBA Form EMN
- Promissory Note, LPB Form No. 28A/CBA Form N1-A
- Short Form Deed of Trust, LPB Form No. 20
- Deed of Trust Rider, CBA Form DTR
- Utility Charges Addendum, CBA Form UA
- FIRPTA Certification, CBA Form 22E
- Assignment and Assumption, CBA Form PS-AS
- Addendum/Amendment, CBA Form PSA
- Back-Up Addendum, CBA Form BU-A
- Vacant Land Addendum, CBA Form VLA
- Financing Addendum, CBA Form PS_FIN
- Tenant Estoppel Certificate, CBA Form PS_TEC
- Defeasance Addendum, CBA Form PS_D
- Other _____

4. SELLER'S UNDERLYING FINANCING. Unless Buyer is assuming Seller's underlying financing, Seller shall be responsible for confirming the existing underlying financing is not subject to any "lock out" or similar covenant which would prevent the lender's lien from being released at closing. In addition, Seller shall provide Buyer notice prior to the end of the Feasibility Period if Seller is required to substitute securities for the Property as collateral for the underlying financing (known as "defeasance"). If Seller provides this notice of defeasance to Buyer, then the parties shall close the transaction in accordance with the process described in CBA Form PS_D or any different process identified in Seller's defeasance notice to Buyer.

5. FEASIBILITY CONTINGENCY. Buyer's obligations under this Agreement are conditioned upon Buyer's satisfaction in Buyer's sole discretion, concerning all aspects of the Property, including its physical condition; the presence of or absence of any hazardous substances; the contracts and leases affecting the property; *INCLUDING, WITHOUT LIMITATION THOSE SET FORTH IN SECTION 29*; the potential financial performance of the Property; the availability of government permits and approvals; and the feasibility of the Property for Buyer's intended purpose; *AND THE VALUE OF THE PROPERTY BEING NOT LESS THAN 5% BELOW THE PURCHASE PRICE AS ESTABLISHED BY AN APPRAISAL COMMISSIONED BY THE CITY.* This Agreement shall terminate and Buyer shall receive a refund of the earnest money unless Buyer gives written notice to Seller within 45 days (30 days if not filled in) of Mutual Acceptance stating that this condition is satisfied. If such notice is timely given, the feasibility contingency stated in this Section 5 shall be deemed to be satisfied. As used in this Agreement, the term "Feasibility Period" shall mean the period beginning upon Mutual Acceptance and ending upon the satisfaction or waiver of the feasibility contingency.

a. Books, Records, Leases, Agreements. Seller shall make available for inspection by Buyer and its agents *IN PAPER FORMAT OR IN NATIVE ELECTRONIC FORMAT IN WHICH THE DOCUMENTS WERE CREATED (AUTOCAD, FOR EXAMPLE) IF REQUESTED BY THE BUYER* within _____ days (2 days if not filled in) after Mutual Acceptance all documents in Seller's possession or control relating to the ownership, operation, renovation or development of the Property, excluding appraisals or other statements of value, and including: statements for real estate taxes, assessments, and utilities for the last three years and year to date; property management agreements and any other agreements with professionals or consultants; leases or other agreements relating to occupancy of all or a portion of the Property and a suite-by-suite schedule of tenants, rents, prepaid rents, deposits and fees; plans, specifications, permits, applications, drawings, surveys, and studies; and maintenance records, accounting

INITIALS: Buyer _____ Date _____ Seller [Signature] Date 4-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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**COMMERCIAL & INVESTMENT REAL ESTATE
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records and audit reports for the last three years and year to date; ANY ENVIRONMENTAL, ENGINEERING, PEST OR SOIL REPORTS RELATING TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO ENVIRONMENTAL ASSESSMENT REPORTS OF ALL LEVELS AND BORING REPORTS; RECORDS RELATING TO ANY GOVERNMENTAL AGENCY INVESTIGATIONS AND ACTIONS RELATING TO THE ENVIRONMENTAL CONDITION (PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES), CLEAN-UP, REMEDIATION AND MONITORING OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE RECORDS ASSOCIATED WITH THE ACTION WHICH LED TO THE NFA IDENTIFIED BY SELLER IN SECTION 12; ALL RECORDS RELATING TO ANY ARCHEOLOGICAL AND CULTURE (TRIBAL) RESOURCES ON THE PROPERTY; and "Vendor Contracts" which shall include maintenance or service contracts, and installments purchase contracts or leases of personal property or fixtures used in connection with the Property. Buyer shall determine within the Feasibility Period: (i) whether Seller will agree to terminate any objectionable Vendor Contracts; and (ii) whether Seller will agree to pay any damages or penalties resulting from the termination of objectionable Vendor Contracts. Buyer's waiver of the Feasibility Contingency shall be deemed Buyer's acceptance of all Vendor Contracts which Seller has not agreed in writing to terminate. Buyer shall be solely responsible for obtaining any required consents to such assumption and the payment of any assumption fees. Seller shall cooperate with Buyer's efforts to receive any such consents but shall not be required to incur any out-of-pocket expenses or liability in doing so. Seller shall transfer the Vendor Contracts as provided in Section 17 of this Agreement. Any leases, contract or agreements that run with title to the Property are addressed in Section 6(b) below.

b. Access. Seller shall permit Buyer and its agents, at Buyer's sole expense and risk to enter the Property at reasonable times subject to the rights of and after legal notice to tenants, to conduct inspections concerning the Property and improvements, including without limitation, the structural condition of improvements, hazardous materials, pest infestation, soils conditions, sensitive areas, wetlands, or other matters affecting the feasibility of the Property for Buyer's intended use. Buyer shall schedule any entry onto the Property with Seller in advance and shall comply with Seller's reasonable requirements including those relating to security, confidentiality, and disruption of Seller's tenants. ~~Seller acknowledges this provision allows Buyer to shall not perform any invasive testing including environmental inspections, including but not limited to beyond a phase I assessment and beyond or contact the tenants or property management personnel without obtaining the Seller's prior written consent, which shall not be unreasonably withheld.~~ Buyer shall restore the Property and improvements to the same condition they were in prior to inspection. Buyer shall be solely responsible for all costs of its inspections and feasibility analysis and has no authority to bind the Property for purposes of statutory liens. Buyer agrees to indemnify and defend Seller from all liens, costs, claims, and expenses, including reasonable attorneys' and experts' fees, arising from or relating to entry onto or inspection of the Property by Buyer and its agents. This agreement to indemnify and defend Seller shall survive closing. Buyer may continue to enter the Property in accordance with the foregoing terms and conditions after removal or satisfaction of the feasibility contingency only for the purpose of leasing or to satisfy conditions of financing.

c. Buyer waives the right to receive a seller disclosure statement ("Form 17") if required by Chapter 64.06 RCW. However, if Seller would otherwise be required to provide Buyer with a Form 17, and if the answer to any of the questions in the section of the Form 17 entitled "Environmental" would be "yes," then buyer does not waive the receipt of the "Environmental" section of the Form 17 which shall be provided by Seller.

6. TITLE INSURANCE.

a. Title Report. Seller authorizes Buyer, its Lender, Listing Agent, Selling Licensee and Closing Agent, at Seller's expense, to apply for and deliver to Buyer a standard extended (standard, if not completed) coverage owner's policy of title insurance. If an extended coverage owner's policy is specified, Buyer shall pay the increased costs associated with that policy including the excess premium over that charged for a standard

INITIALS: Buyer _____ Date _____ Seller [Signature] Date 8-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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 PURCHASE & SALE AGREEMENT
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coverage policy, and the cost of any survey required by the title insurer. The title report shall be issued by First American Title & Escrow (Seller's choice, if not completed).

b. Permitted Exceptions. Buyer shall notify Seller of any objectionable matters in the title report or any supplemental report within the earlier of: (1) twenty (20) days after mutual acceptance of this Agreement; or (2) the expiration of the Feasibility Period. This Agreement shall terminate and Buyer shall receive a refund of the earnest money, less any costs advanced or committed for Buyer, unless within five (5) days of Buyer's notice of such objections (1) Seller agrees to remove all objectionable provisions or (2) Buyer notifies Seller that Buyer waives any objections which Seller does not agree to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection and waiver provisions shall apply to the new title matters except that Buyer's notice of objections must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Buyer's waiver must be delivered within two (2) days of Buyer's notice of objections. The closing date shall be extended to the extent necessary to permit time for these notices. Buyer shall not be required to object to any mortgage or deed of trust liens, or the statutory lien for real property taxes, and the same shall not be deemed to be Permitted Exceptions; provided that the lien securing any financing which Buyer has agreed to assume shall be a Permitted Exception. Except for the foregoing, those provisions not objected to or for which Buyer waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall cooperate with Buyer and the title company to clear objectionable title matters but shall not be required to incur any out-of-pocket expenses or liability other than payment of monetary encumbrances not assumed by Buyer and proration of real property taxes, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the title company. The title policy shall contain no exceptions other than the General Exclusions and Exceptions common to such form of policy and the Permitted Exceptions.

7. CLOSING OF SALE. This sale shall be closed on or before ten (10) days following removal of feasibility, _____ ("closing") by First American Title & Escrow ("Closing Agent") (Seller shall select the Closing Agent, if not completed). Buyer and Seller shall deposit with Closing Agent by Noon on the scheduled closing date all instruments and monies required to complete the purchase in accordance with this Agreement. "Closing" shall be deemed to have occurred when the deed is recorded and the sale proceeds are available to Seller. Time is of the essence in the performance of this Agreement. Sale proceeds shall be considered available to Seller notwithstanding they may not be disbursed to Seller until the first business day following closing. Notwithstanding the foregoing, if Seller informed Buyer during the Feasibility Period that Seller's underlying financing requires that it be defeased and may not be paid off, then closing shall be conducted in accordance with the three-day closing process described in CBA Form PS_D. This Agreement is intended to constitute escrow instructions to Closing Agent. Buyer and Seller will provide any supplemental instructions requested by Closing Agent provided the same are consistent with this Agreement.

8. CLOSING COSTS AND PRORATIONS. Seller shall deliver an updated rent roll to Closing Agent not later than two (2) days before the scheduled closing date in the form required by Section 5(a) and any other information reasonably requested by Closing Agent to allow Closing Agent to prepare a settlement statement for closing. Seller certifies that the information contained in the rent roll is correct as of the date submitted. Seller shall pay the premium for the owner's standard coverage title policy. Buyer shall pay the excess premium attributable to any extended coverage or endorsements requested by Buyer, and the cost of any survey required in connection with the same. Seller and Buyer shall each pay one-half of the escrow fees. Real estate excise taxes shall be paid by the party who bears primary responsibility for payment under the applicable statute or code, which is typically Seller. Real and personal property taxes and assessments payable in the year of closing; collected rents on any existing tenancies; interest; utilities; and other operating expenses shall be pro-rated as of closing. If

INITIALS: Buyer _____ Date _____ Seller [Signature] Date 4-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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tenants pay any of the foregoing expenses directly, then Closing Agent shall only pro rate those expenses paid by Seller. Buyer shall pay to Seller at closing an additional sum equal to any utility deposits or mortgage reserves for assumed financing for which Buyer receives the benefit after closing. Buyer shall pay all costs of financing including the premium for the lender's title policy. ~~The real estate commission is due on closing or upon Seller's default under this Agreement, whichever occurs first, and neither the amount nor due date thereof can be changed without Listing Agent's written consent.~~ If the Property was taxed under a deferred classification prior to closing, then Seller shall pay all taxes, interest, penalties, deferred taxes or similar items which result from removal of the Property from the deferred classification. At closing, all refundable deposits on tenancies shall be credited to Buyer or delivered to Buyer for deposit in a trust account if required by state or local law. Buyer shall pay all sales or use tax applicable to the transfer of personal property included in the sale.

a. Unpaid Utility Charges. Buyer and Seller WAIVE DO NOT WAIVE the right to have the Closing Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80. If "do not waive" is checked, then attach CBA Form UA ("Utility Charges" Addendum). If neither box is checked, then the "do not waive" option applies.

9. POST-CLOSING ADJUSTMENTS, COLLECTIONS, AND PAYMENTS. After closing, Buyer and Seller shall reconcile the actual amount of revenues or liabilities upon receipt or payment thereof to the extent those items were prorated or credited at closing based upon estimates. Any bills or invoices received by Buyer after closing which relate to services rendered or goods delivered to the Seller or the Property prior to closing shall be paid by Seller upon presentation of such bill or invoice. At Buyer's option, Buyer may pay such bill or invoice and be reimbursed the amount paid plus interest at the rate of 12% per annum beginning fifteen (15) days from the date of Buyer's written demand to Seller for reimbursement until such reimbursement is made. Notwithstanding the foregoing, if tenants pay certain expenses based on estimates subject to a post-closing reconciliation to the actual amount of those expenses, then Buyer shall be entitled to any surplus and shall be liable for any credit resulting from the reconciliation. Rents collected from each tenant after closing shall be applied first to rentals due most recently from such tenant for the period after closing, and the balance shall be applied for the benefit of Seller for delinquent rentals owed for a period prior to closing. The amounts applied for the benefit of Seller shall be turned over by Buyer to Seller promptly after receipt. Seller shall be entitled to pursue any lawful methods of collection of delinquent rents but shall have no right to evict tenants after closing.

10. OPERATIONS PRIOR TO CLOSING. Prior to closing, Seller shall continue to operate the Property in the ordinary course of its business and maintain the Property in the same or better condition than as existing on the date of Mutual Acceptance, but shall not be required to repair material damage from casualty except as otherwise provided in this Agreement. After the Feasibility Period, Seller shall not enter into or modify existing rental agreements or leases (except that Seller may enter into, modify, extend, renew or terminate residential rental agreements or residential leases in the ordinary course of its business), service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.

11. POSSESSION. Buyer shall be entitled to possession on closing _____ (on closing, if not completed). Buyer shall accept possession subject to all tenancies disclosed to Buyer during the Feasibility Period.

12. SELLER'S REPRESENTATIONS. Except as disclosed to or known by Buyer prior to the satisfaction or waiver of the feasibility contingency stated in Section 5 above, including in the books, records and documents made available to Buyer, or in the title report or any supplemental report or documents referenced therein, Seller represents to Buyer that, to the best of Seller's actual knowledge, each of the following is true as of the date hereof: (a) Seller is authorized to enter into the Agreement, to sell the Property, and to perform its obligations

INITIALS: Buyer _____ Date _____ Seller [Signature] Date 4-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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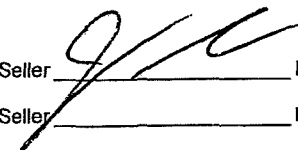
**COMMERCIAL & INVESTMENT REAL ESTATE
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under the Agreement; (b) The books, records, leases, agreements and other items delivered to Buyer pursuant to this Agreement comprise all material documents in Seller's possession or control regarding the operation and condition of the Property, *and reflect all known information and conditions relating to the presence or absence of Hazardous Substances in, on or under the Property, whether or not contained in the NFA described below*; (c) Seller has not received any written notices that the Property or the business conducted thereon violate any applicable laws, regulations, codes and ordinances; (d) Seller has all certificates of occupancy, permits, and other governmental consents necessary to own and operate the Property for its current use; (e) There is no pending or threatened litigation which would adversely affect the Property or Buyer's ownership thereof after closing; (f) There is no pending or threatened condemnation or similar proceedings affecting the Property, and the Property is not within the boundaries of any planned or authorized local improvement district; (g) Seller has paid (except to the extent prorated at closing) all local, state and federal taxes (other than real and personal property taxes and assessments described in Section 8 above) attributable to the period prior to closing which, if not paid, could constitute a lien on Property (including any personal property), or for which Buyer may be held liable after closing; (h) Seller is not aware of any concealed material defects in the Property except as disclosed to Buyer in writing during the Feasibility Period; (i) ~~SELLER WILL PROVIDE NFA (NO FURTHER ACTION) LETTER FROM DEPARTMENT OF ECOLOGY. There are no Hazardous Substances (as defined below) currently located in, on, or under the Property in a manner or quantity that presently violates any Environmental Law (as defined below); there are no underground storage tanks located on the Property; and there is no pending or threatened investigation or remedial action by any governmental agency regarding the release of Hazardous Substances or the violation of Environmental Law at the Property.~~ As used herein, the term "Hazardous Substances" shall mean any substance or material now or hereafter defined or regulated as a hazardous substance, hazardous waste, toxic substance, pollutant, or contaminant under any federal, state, or local law, regulation, or ordinance governing any substance that could cause actual or suspected harm to human health or the environment ("Environmental Law"). The term "Hazardous Substances" specifically includes, but is not limited to, petroleum, petroleum by-products, and asbestos.

If prior to closing Seller or Buyer discovers any information which would cause any of the representations above to be false if the same were deemed made as of the date of such discovery, then the party discovering the same shall promptly notify the other party in writing. If the newly-discovered information will result in costs or liability to Buyer in excess of the lesser of \$100,000 or five percent (5%) of the purchase price, or will materially adversely affect Buyer's intended use of the Property, then Buyer shall have the right to terminate the Agreement and receive a refund of its earnest money provided Buyer elects to do so within five (5) days of discovering or receiving written notice of the new information. Nothing in this paragraph shall prevent Buyer from pursuing its remedies against Seller if Seller had actual knowledge of the newly-discovered information such that a representation provided for above was false.

- 13. AS-IS.** Except for those representations and warranties specifically included in this Agreement: (i) Seller makes no representations or warranties regarding the Property; (ii) Seller hereby disclaims, and Buyer hereby waives, any and all representations or warranties of any kind, express or implied, concerning the Property or any portion thereof, as to its condition, value, compliance with laws, status of permits or approvals, existence or absence of hazardous material on site, occupancy rate or any other matter of similar or dissimilar nature relating in any way to the Property, including the warranties of fitness of a particular purpose, tenantability, habitability and use; (iii) Buyer otherwise takes the Property "AS IS;" and (iv) Buyer represents and warrants to Seller that Buyer has sufficient experience and expertise such that it is reasonable for Buyer to rely on its own pre-closing inspections and investigations.

14. PERSONAL PROPERTY.

INITIALS: Buyer _____ Date _____ Seller  Date 8-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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a. This sale includes all right, title and interest of Seller to the following tangible personal property: None
 That portion of the personal property located on and used in connection with the Property, which Seller will itemize in an Addendum to be attached to this Agreement within ten (10) days of Mutual Acceptance (None, if not completed). The value assigned to the personal property shall be \$ _____ (if not completed, the County-assessed value if available, and if not available, the fair market value determined by an appraiser selected by the Listing Agent and Selling Licensee). Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale.

b. In addition to the leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) above, this sale includes all right, title and interest of Seller to the following intangible property now or hereafter existing with respect to the Property including without limitation: all rights-of-way, rights of ingress or egress or other interests in, on, or to, any land, highway, street, road, or avenue, open or proposed, in, on, or across, in front of, abutting or adjoining the Property; all rights to utilities serving the Property; all drawings, plans, specifications and other architectural or engineering work product; all governmental permits, certificates, licenses, authorizations and approvals; all rights, claims, causes of action, and warranties under contracts with contractors, engineers, architects, consultants or other parties associated with the Property; all utility, security and other deposits and reserve accounts made as security for the fulfillment of any of Seller's obligations; any name of or telephone numbers for the Property and related trademarks, service marks or trade dress; and guaranties, warranties or other assurances of performance received.

15. CONDEMNATION AND CASUALTY. Seller bears all risk of loss until closing, and thereafter Buyer shall bear the risk of loss. Buyer may terminate this Agreement and obtain a refund of the earnest money if improvements on the Property are destroyed or materially damaged by casualty before closing, or if condemnation proceedings are commenced against all or a portion of the Property before closing. Damage will be considered material if the cost of repair exceeds the lesser of \$100,000 or five percent (5%) of the purchase price stated in this Agreement. Alternatively, Buyer may elect to proceed with closing in which case at closing Seller shall assign to Buyer all claims and right to proceeds under any property insurance policy and shall credit to Buyer at closing the amount of any deductible provided for in the policy.

16. FIRPTA - TAX WITHHOLDING AT CLOSING. Closing Agent is instructed to prepare a certification (CBA or NWMLS Form 22E, or equivalent) that Seller is not a "foreign person" within the meaning of the Foreign Investment in Real Property Tax Act. Seller agrees to sign this certification. If Seller is a foreign person, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.

17. CONVEYANCE. Title shall be conveyed by a Statutory Warranty Deed subject only to the Permitted Exceptions. If this Agreement is for conveyance of Seller's vendee's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a contract vendee's assignment sufficient to convey after acquired title. At closing, Seller and Buyer shall execute and deliver to Closing Agent CBA Form No. PS-AS Assignment and Assumption Agreement transferring all leases and Vendor Contracts assumed by Buyer pursuant to Section 5(a) and all intangible property transferred pursuant to Section 14(b).

18. NOTICES AND COMPUTATION OF TIME. Unless otherwise specified, any notice required or permitted in, or related to, this Agreement (including revocations of offers and counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and must be delivered to Seller and Listing Agent with a courtesy copy to any other party identified as a recipient of notices in Section 28 of this Agreement. A notice to Seller shall be deemed delivered only when received by Seller, Listing Agent, or the licensed office of Listing Agent. Notices to Buyer must be signed by at least one Seller and must be delivered to Buyer with a copy to Selling Licensee with a

INITIALS: Buyer _____ Date _____ Seller [Signature] Date 4-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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courtesy copy to any other party identified as a recipient of notices in Section 28 of this Agreement. A notice to Buyer shall be deemed delivered only when received by Buyer, Selling Licensee, or the licensed office of Selling Licensee. Selling Licensee and Listing Agent have no responsibility to advise of receipt of a notice beyond either phoning the represented party or causing a copy of the notice to be delivered to the party's address provided in this Agreement. Buyer and Seller must keep Selling Licensee and Listing Agent advised of their whereabouts to receive prompt notification of receipt of a notice. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party.

Unless otherwise specified in this Agreement, any period of time in this Agreement shall mean Pacific Time and shall begin the day after the event starting the period and shall expire at 5:00 p.m. of the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, in which case the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of five (5) days or less shall not include Saturdays, Sundays or legal holidays. Notwithstanding the foregoing, references to specific dates or times or number of hours shall mean those dates, times or number of hours.

19. AGENCY DISCLOSURE. At the signing of this Agreement,

Selling Licensee _____
 represented _____
 and the Listing Agent _____
 represented _____.

If Selling Licensee and Listing Agent are different salespersons affiliated with the same Broker, then Seller and Buyer confirm their consent to Broker acting as a dual agent. If Selling Licensee and Listing Agent are the same person representing both parties, then Seller and Buyer confirm their consent to that person and his/her Broker acting as dual agents. If Selling Licensee, Listing Agent, or their Broker are dual agents, then Seller and Buyer consent to Selling Licensee, Listing Agent and their Broker being compensated based on a percentage of the purchase price or as otherwise disclosed on an attached addendum. Buyer and Seller confirm prior receipt of the pamphlet entitled "The Law of Real Estate Agency."

20. ASSIGNMENT. Buyer may may not (may not, if not completed) assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless provided otherwise herein. If the "may not" option is selected and the words "and/or assigns" or similar words are used to identify the Buyer, then this Agreement may be assigned with notice to Seller but without Seller's consent only to an entity which is controlled by or under common control with the Buyer identified in this Agreement. Any other assignment requires Seller's consent. The party identified as the initial Buyer shall remain responsible for those obligations of Buyer stated in this Agreement notwithstanding any assignment and, if this Agreement provides for Seller to finance a portion of the purchase price, then the party identified as the initial Buyer shall guarantee payment of the Seller financing.

21. DEFAULT AND ATTORNEY'S FEE.

a. Buyer's default. In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then (*check one*):

Seller may terminate this Agreement and keep the earnest money as liquidated damages as the sole and exclusive remedy available to Seller for such failure; or

INITIALS: Buyer _____ Date _____ Seller [Signature] Date 9-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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Seller may, at its option, (a) terminate this Agreement and keep as liquidated damages the earnest money as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.

b. Seller's default. In the event Seller fails, without legal excuse, to complete the sale of the Property, then (*check one*):

As Buyer's sole remedy, Buyer may either (a) terminate this Agreement and recover all earnest money or fees made by Buyer whether or not the same are identified as refundable or applicable to the purchase price; or (b) bring suit to specifically enforce this Agreement and recover incidental damages provided Buyer must file suit within sixty (60) days of the scheduled date of closing or any earlier date Seller has informed Buyer in writing that Seller will not proceed with closing; or

Buyer may, at its option, (a) bring suit against Seller for Buyer's actual damages, (b) bring suit to specifically enforce this Agreement and recover any incidental damages, or (c) pursue any other rights or remedies available at law or equity.

Neither Buyer nor Seller may recover consequential damages such as lost profits. If Buyer or Seller institutes suit against the other concerning this Agreement, the prevailing party is entitled to reasonable attorneys' fees and expenses. In the event of trial, the amount of the attorney's fee shall be fixed by the court. The venue of any suit shall be the county in which the Property is located, and this Agreement shall be governed by the laws of the state where the Property is located.

22. MISCELLANEOUS PROVISIONS.

a. Complete Agreement. The Agreement and any addenda and exhibits to it state the entire understanding of Buyer and Seller regarding the sale of the Property. There are no verbal or other written agreements which modify or affect the Agreement.

b. Counterpart Signatures. The Agreement may be signed in counterpart, each signed counterpart shall be deemed an original, and all counterparts together shall constitute one and the same agreement.

c. Electronic Delivery. Electronic delivery of documents (e.g., transmission by facsimile or email) including signed offers or counteroffers and notices shall be legally sufficient to bind the party the same as delivery of an original. At the request of either party, or the Closing Agent, the parties will replace electronically delivered offers or counteroffers with original documents.

d. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party agrees to cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to closing. Notwithstanding Section 20 above, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.

23. ACCEPTANCE; COUNTEROFFERS. Seller has until ~~5:00 PM~~ midnight of April 13, 2010 (if not filled in, the third business day following the last Buyer signature date below) to accept this offer, unless sooner withdrawn. If this offer is not timely accepted, it shall lapse and the earnest money shall be refunded to Buyer. If either party makes a future counteroffer, the other party shall have until 5:00 p.m. on the _____ business day (if not filled in, the second business day) following its receipt to accept the counteroffer, unless sooner withdrawn. If the counteroffer

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 Buyer _____ Date _____ Seller _____ Date _____



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is not timely accepted or countered, this Agreement shall lapse and the earnest money shall be refunded to the Buyer. No acceptance, offer or counteroffer from the Buyer is effective until a signed copy is received by the Seller, the Listing Agent or the licensed office of the Listing Agent. No acceptance, offer or counteroffer from the Seller is effective until a signed copy is received by the Buyer, the Selling Licensee or the licensed office of the Selling Licensee. "Mutual Acceptance" shall occur when the last counteroffer is signed by the offeree, and the fully-signed counteroffer has been received by the offeror, his or her licensee, or the licensed office of the licensee. If any party is not represented by a licensee, then notices must be delivered to and shall be effective when received by that party.

- 24. INFORMATION TRANSFER.** In the event this Agreement is terminated, Buyer agrees to deliver to Seller within ten (10) days of Seller's written request copies of all materials received from Seller and any non-privileged plans studies, reports, inspections, appraisals, surveys, drawings, permits, application or other development work product relating to the Property in Buyer's possession or control as of the date this Agreement is terminated.
- 25. CONFIDENTIALITY.** Until and unless closing has been consummated, Buyer and Seller shall follow reasonable measures to prevent unnecessary disclosure of information obtained in connection with the negotiation and performance of this Agreement. Neither party shall use or knowingly permit the use of any such information in any manner detrimental to the other party.
- 26. SELLER'S ACCEPTANCE AND BROKERAGE AGREEMENT.** Seller agrees to sell the Property on the terms and conditions herein, and further agrees to pay a commission in a total amount computed in accordance with the listing or commission agreement. If there is no written listing or commission agreement, Seller agrees to pay a commission of n/a% of the sales price or \$_____. The commission shall be apportioned between Listing Agent and Selling Licensee as specified in the listing or any co-brokerage agreement. If there is no listing or written co-brokerage agreement, then Listing Agent shall pay to Selling Licensee a commission of _____% of the sales price or \$_____. Seller assigns to Listing Agent and Selling Licensee a portion of the sales proceeds equal to the commission. If the earnest money is retained as liquidated damages, any costs advanced or committed by Listing Agent or Selling Licensee for Buyer or Seller shall be reimbursed or paid therefrom, and the balance shall be paid one-half to Seller and one-half to Listing Agent and Selling Licensee according to the listing agreement and any co-brokerage agreement. In any action by Listing Agent or Selling Licensee to enforce this Section, the prevailing party is entitled to reasonable attorneys' fees and expenses. Neither Listing Agent nor Selling Licensee are receiving compensation from more than one party to this transaction unless disclosed on an attached addendum in which case Buyer and Seller consent to such compensation. The Property described in attached Exhibit A, is commercial real estate. Notwithstanding Section 25 above, the pages containing this Section, the parties signatures and an attachment describing the Property may be recorded.
- 27. LISTING AGENT AND SELLING LICENSEE DISCLOSURE.** EXCEPT AS OTHERWISE DISCLOSED IN WRITING TO BUYER OR SELLER, THE SELLING LICENSEE, LISTING AGENT, AND BROKERS HAVE NOT MADE ANY REPRESENTATIONS OR WARRANTIES OR CONDUCTED ANY INDEPENDENT INVESTIGATION CONCERNING THE LEGAL EFFECT OF THIS AGREEMENT, BUYER'S OR SELLER'S FINANCIAL STRENGTH, BOOKS, RECORDS, REPORTS, STUDIES, OR OPERATING STATEMENTS, OR OTHER MATTERS RELATING TO THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PROPERTY'S ZONING BOUNDARIES, AREA, COMPLIANCE WITH APPLICABLE LAWS (INCLUDING LAWS REGARDING ACCESSIBILITY FOR DISABLED PERSONS), OR HAZARDOUS OR TOXIC MATERIALS INCLUDING MOLD OR OTHER ALLERGENS. SELLER AND BUYER ARE EACH ADVISED TO ENGAGE QUALIFIED EXPERTS TO ASSIST WITH THESE DUE DILIGENCE AND FEASIBILITY MATTERS, AND ARE FURTHER ADVISED TO SEEK INDEPENDENT LEGAL AND TAX ADVICE RELATED TO THIS AGREEMENT.

INITIALS: Buyer _____ Date _____ Seller [Signature] Date 8-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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28. DISCLOSURE: LISA A. TALLMAN IS A LICENSED REAL ESTATE BROKER IN THE STATE OF WASHINGTON AND ALSO A PARTNER IN MADISON SHORES MARINA, LLC.

30. UPON CLOSING, BUYER AGREES TO ASSUME THE DNR LEASES ^{AS} WELL AS ALL RESPONSIBILITY WITH REGARD TO MONITORING OF GROUND WATER WELLS AS DESCRIBED BY THE ^{POK} DEPARTMENT OF ECOLOGY IN THE NFA MONITORING PLAN.

31. IDENTIFICATION OF THE PARTIES. The following is the contact information for the parties involved in this Agreement:

Buyer

Contact: City of Gig Harbor
 Address: 3510 Grandview Street, Gig Harbor, WA 98335
 Business Phone: _____
 Mobile Phone: _____
 Fax: _____
 Email: _____

Seller

Contact: Madison Shores Marina LLC
 Address: P.O. Box 2234, Gig Harbor, WA 98335
 Business Phone: 253-851-2633
 Mobile Phone: 206-406-1313
 Fax: _____
 Email: fangodoe@aol.com

Selling Licensee

Name: _____
 Address: _____
 Business Phone: _____
 Mobile Phone: _____
 Email: _____
 Fax: _____
 MLS Office No.: _____

Listing Agent

Name: Lisa A. Tallman, First Western Properties-Tacoma, Inc.
 Address: 6402 Tacoma Mall Blvd., Tacoma, WA 98409
 Business Phone: 253-471-5504
 Mobile Phone: 253-677-6500
 Email: lisa@firstwesternproperties.com
 Fax: 253-472-0541
 MLS Office No.: _____

Courtesy Copy of Notices to Buyer to:

Name: _____
 INITIALS: Buyer _____ Date _____
 Buyer _____ Date _____

Courtesy Copy of Notices to Seller to:

Name: _____
 Seller [Signature] Date 4-9-10
 Seller _____ Date _____



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CBA Form PS_1A
 Purchase & Sale Agreement
 Rev. 7/07
 Page 13 of 15

**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

Address: _____
 Business Phone: _____
 Fax: _____
 Mobile Phone: _____
 Email: _____

Address: _____
 Business Phone: _____
 Fax: _____
 Mobile Phone: _____
 Email: _____

INITIALS: Buyer _____ Date _____ Seller *J/K* Date *4-9-10*
 Buyer _____ Date _____ Seller _____ Date _____



First Western Properties - Tacoma Inc.
 6402 Tacoma Mall Blvd,
 Tacoma, WA 98409
 Phone: (253) 472-0404
 Fax: (253) 472-0541

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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

IN WITNESS WHEREOF, the parties have signed this Agreement intending to be bound.

Buyer City of Gig Harbor Buyer _____
 Printed name and type of entity Printed name and type of entity

Buyer _____ Buyer _____
 Signature and title Signature and title

Date signed _____ Date signed _____

Seller Jim M. Sullivan, Managing Member of Madison Seller _____
Shores Marina LLC Printed name and type of entity
 Printed name and type of entity

Seller *[Signature]* Seller _____
 Signature and title Signature and title

Date signed 4-9-10 Date signed _____

INITIALS: Buyer _____ Date _____ Seller *[Signature]* Date 4-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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**COMMERCIAL & INVESTMENT REAL ESTATE
 PURCHASE & SALE AGREEMENT
 (CONTINUED)**

EXHIBIT A

[Legal Description]

Commencing at the Southeast corner of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 8, Township 21 North, Range 2 East, W.M., in Pierce County, Washington;
 thence North 00°21' West a distance of 137.8 feet to a point;
 thence North 89°25' West a distance of 37.08 feet to the true point of beginning;
 thence North 37°34' East a distance of 96.05 feet to a point;
 thence North 58°45' East a distance of 50.23 feet to a point on the Government Meander Line;
 thence North 58°00' West a distance of 81.20 feet to a point;
 thence South 32°00' West a distance of 170.42 feet to a point;
 thence South 89°25' East a distance of 57.50 feet to the true point of beginning.

Together with second class tidelands, as conveyed by the State of Washington, adjoining and abutting thereon.

INITIALS: Buyer _____ Date _____ Seller  Date 4-9-10
 Buyer _____ Date _____ Seller _____ Date _____



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CBA Form No. EMN
 Earnest Money Promissory
 Note
 Rev. 12/99
 Page 1 of 1

EARNEST MONEY PROMISSORY NOTE

CBA Text Disclaimer: Text deleted by licensee indicated by strike.
 New text inserted by licensee indicated by small capital letters.

\$ 25,000.00

Place: Gig Harbor, Washington

Date: April 8, 2010

FOR VALUE RECEIVED, the undersigned ("Buyer") agrees to pay to the order of First American Title & Escrow the sum of Twenty Five Thousand Dollars (\$25,000.00) as follows:

- 3 days (3 days if not filled in) following mutual acceptance of the Purchase Agreement (as defined below). *EARNEST MONEY SHALL BE NON-REFUNDABLE AFTER REMOVAL OF FEASIBILITY AND SHALL BE DISBURSED TO SELLER UPON REMOVAL OF FEASIBILITY.*
- Upon satisfaction or waiver of the feasibility contingency stated in the Purchase Agreement.
- Other _____.

This Note is evidence of the obligation to pay earnest money under the Purchase and Sale Agreement (the "Purchase Agreement") between the Buyer and Madison Shores Marina LLC ("Seller") dated April 8, 2010 for the property located at: Madison Shores Marina - 3003 Harborview Drive in the City of Gig Harbor, Pierce County, State of Washington. Buyer's failure to pay the earnest money strictly as above shall constitute default on said Purchase Agreement as well as on this Note.

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect any of the balance due on this Note, Buyer promises to pay a reasonable attorney's fee as fixed by the Court, and all court and collection costs. This Note shall bear interest at the rate of twelve percent (12%) per annum after default.

BUYER:

By: City of Gig Harbor

Name/Title: _____