

GIG HARBOR CITY COUNCIL MEETING

JUNE 28, 1993

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
JUNE 28, 1993**

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARING:

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Pierce County Participation in Regional Transit System Plan.
2. Vehicle Emission Testing Program.
3. Federal Regulations for Cable TV Service.

OLD BUSINESS:

1. Second Reading of Ordinance - Shoreline Master Program Revisions.
2. Second Reading of Ordinance - Short Plat Amendment.
3. Second Reading of Ordinance - Update to UBC / UFC.

NEW BUSINESS:

1. ULID No. 3 Contract Modification.
2. Amendment to Professional Services Contract - Gray & Osborne.
3. Reappointment of Carl Halsan to the Gig Harbor Planning Commission.
4. Gig Harbor Senior Community Center Grant.
5. Peacock Hill Contract Award.
5. Bid Results - Wastewater Treatment Plant Supplies.

DEPARTMENT DIRECTORS' REPORTS:

Chief Richards - Gig Harbor Police Department.

MAYOR'S REPORT:

Harbor Basin Protection Plan.

ANNOUNCEMENT OF OTHER MEETINGS:

APPROVAL OF BILLS:

EXECUTIVE SESSION: Property Acquisition.

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JUNE 14, 1993

PRESENT: Councilmembers Frisbie, Platt, Stevens Taylor, English, Markovich and Mayor Wilbert.

PUBLIC COMMENT:

John Paglia - 12924 State Road 16, Gig Harbor. Mr. Paglia stated concerns regarding past and future shoreline management enforcement and asked that consideration be given in the Shoreline Master Program to require notification of any surrounding property owners in the event of a variance request.

CALL TO ORDER: 7:10 p.m.

PUBLIC HEARING:

1. Shoreline Management Program Revisions. Ray Gilmore introduced the revised draft and explained the major revisions, and Mayor Wilbert opened the meeting for public comment.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich asked that this item be kept open until the next council meeting as he had not had sufficient time to reviewed the document. He further stated his concerns over parking and protecting the residential areas.

Linda Witcher - Department of Ecology Shorelands and Coastal Management. Ms. Witcher introduced herself and explained the letter addressed to Mr. Gilmore with comments regarding several items contained in the draft document, then answered council questions.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich added that he felt Liv'A Board vessels are undesirable as they do not contribute to the tax base or pay utilities, yet add to the pollution of the harbor. He suggested that inspections and scheduled, regulated pumpouts be required, and a port captain be hired.

Councilman Markovich agreed that with the growth of the area, a Harbormaster would be needed in the near future. Mayor Wilbert announced that she was forming an Ad Hoc committee to move forward on this and asked if Mr. Bujacich would be interested in serving on the committee. He agreed to serve.

Council went through the draft page by page and made suggestions for changes in the text. Certain items will be reviewed by legal counsel, and Mr. Gilmore will make

these changes and bring back the final draft at the third reading.

At this point, Councilmember Stevens Taylor asked to be excused due to illness.

2. Revisions to Short Plat Ordinance - Requirements for Sidewalks, Curbs and Gutters.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich stated the language in the revisions penalized one property owner. He said the new development off Stinson hadn't been required to install sidewalks, and neither had Mr. Ackerman. He said the revisions should be consistent and suggested a L.I.D. be formed to pay for the improvements to the one hundred feet of city right of way adjacent to the Lovrovich property.

This item to be brought back for a second reading at the next council meeting.

3. Update to Uniform Building Code / Uniform Fire Code. Steve Bowman, Building Official/Fire Marshal, presented the first reading of the ordinance and answered questions. The item will return for a second reading at the next council meeting.

4. Six Year Transportation Plan. Mr. Ben Yazici, Public Works Director, presented the resolution for the Six-Year Transportation Plan. He briefly described the updates in the plan.

MOTION: Move to approve the Six-Year Transportation Plan as presented and the adopting Resolution #386.
Markovich/English - unanimously passed.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of April 26, 1993, with corrections.
Markovich/English - unanimously approved. Councilmember Frisbie abstained.

CORRESPONDENCE:

Mayor Wilbert mentioned the thank you letter from Bruce & Linda Dishman and their \$200 voluntary contribution for park maintenance for the use of the city park for the annual "Cruizin' the Gig" program.

Mayor Wilbert briefly talked about the letters sent and received regarding the SR-16/Olympic Interchange project. Mr. Yazici expressed confidence that funding will become available to complete the project.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Cooperative Agreement for Urban County Block Grant Funds. Mark Hoppen presented information on the Block Grant program. Mayor Wilbert added that \$10,000 had already been obtained to be used for a senior center, and the intent for applying for Block Grant Funds was to gain additional funding for this project. Councilman Frisbie voiced concerns regarding the regulation requirements. Mr. Hoppen stated he didn't feel the requirements would be too restrictive. He added it would be easy to withdraw if it became too cumbersome.

MOTION: Move to approve the signing of the Cooperation Agreement for Urban Block Grant Funds between Pierce County and the City of Gig Harbor for fiscal years 1994, 1995, and 1996.
English/Markovich - three voted in favor, with Councilman Frisbie voting against.

2. Liquor License Renewals - Harvester Restaurant; Puerto Vallarta Restaurant; RoundTable Pizza. No action required.
3. Special Occasion Liquor License. No action required.

DEPARTMENT DIRECTOR'S REPORT:

Mr. Yazici presented and explained the blueprints for the Peacock Hill Project and answered council questions.

MAYOR'S REPORT:

1. P.C. Council Action - Urban Service Study Area. Mayor Wilbert briefly described the meeting between P.C. Council and our own councilmembers, and used a color map to illustrate the study areas.
2. Formation of Ad Hoc Committee for Historical - Archeological and Cultural Preservation. Mayor Wilbert described the Ad Hoc committee and its goals and objectives, and added that Linda Clifford has accepted an appointment to chair the advisory group.

ANNOUNCEMENTS OF OTHER MEETINGS: None announced.

APPROVAL OF BILLS:

MOTION: To certify warrants #10679 through #10768, less #'s 10684 & 10685 used as test patterns, in the amount of \$444,385.29.
Platt/English - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: To certify payroll warrants #8461 through #8567, less numbers 8460 & 8492, in the amount of \$149,528.65.
Platt/English - unanimously approved.

EXECUTIVE SESSION:

MOTION: To adjourn to executive session for the purpose of discuss property acquisition for approximately 15 minutes.
Frisbie/English - unanimously approved.

MOTION: To return to regular session at 11:25.
Frisbie/English - unanimously approved.

ADJOURN:

MOTION: To adjourn at 11:30 p.m.
Platt/Frisbie - unanimously approved.

Cassette recorder utilized.
Tape 313 Side B - 045 - end.
Tape 314 Side A - 000 - end.
Tape 314 Side B - 000 - end.
Tape 315 Side A - 000 - end.
Tape 315 Side B - 000 - end.
Tape 316 Side A - 000 - 230.

Mayor

City Administrator



Pierce County

Department of Planning and Land Services

2401 South 35th Street
Tacoma, Washington 98409-7460
(206) 591-7200 • FAX (206) 591-3131

DEBORA A. HYDE
Director

June 14, 1993

RECEIVED
JUN 17 1993
CITY OF GIG HARBOR

Re: Pierce County Participation in Regional Transit System Plan

To Whom It May Concern:

Enclosed is a Determination of Significance and Adoption of Existing Environmental Document for the above referenced project. Pierce County will not take final action on this proposal for a period of seven days from date of issuance.

Sincerely,

DEBORA A. HYDE
Director

DAH:km
PROP.DNS
Encls.



PIERCE COUNTY

DETERMINATION OF SIGNIFICANCE
AND ADOPTION OF EXISTING
ENVIRONMENTAL DOCUMENT

Description of current proposal: Participation in a Regional Transportation Authority to implement a regional high capacity transportation system plan.

Proponent: Pierce County

Location of current proposal: Within Pierce, King, and Snohomish counties, as shown on the RTA service boundary map in the Regional Transit System Final Plan (attached)

Title of document being adopted: Draft Environmental Impact Statement (EIS) for Regional Transit System Plan - Final Environmental Impact Statement (FEIS) for Regional Transit System Plan

Agency that prepared document being adopted: Municipality of Metropolitan Seattle

Date adopted document was prepared: DEIS - October, 1992, FEIS - March 1993

Description of document (or portion) being adopted: The EIS is a programmatic (non-project) document, prepared for the Regional Transit Project System Plan. Additional environmental review will be required, as appropriate, when project specific decisions are made.

If the document being adopted has been challenged (WAC 197-11-630), please describe: The adequacy of the FEIS was affirmed in April 1993 by a pro tempore Hearing Examiner, in response to an administrative appeal.

The document is available to be read at (place/time): Pierce County Planning and Land Services, 2401 S. 35th, Tacoma, WA 98409, Monday/Friday from 8:30 am to 4:30 pm.

We have identified and adopted this document as being appropriate for this proposal after independent review. The document meets our environmental review needs for the current proposal and will accompany the proposal to the decision maker.

Name of agency adopting document Pierce County Planning and Land Services

Contact person, if other than responsible official Janine Redmond

Phone 591-7163

Responsible official Debora A. Hyde

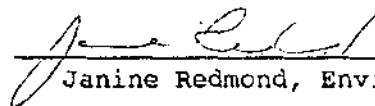
Position/title Director/Environmental Official

Phone 591-7210

Address 2401 S. 35th St., Tacoma, WA 98409

Date June 14, 1993

Signature

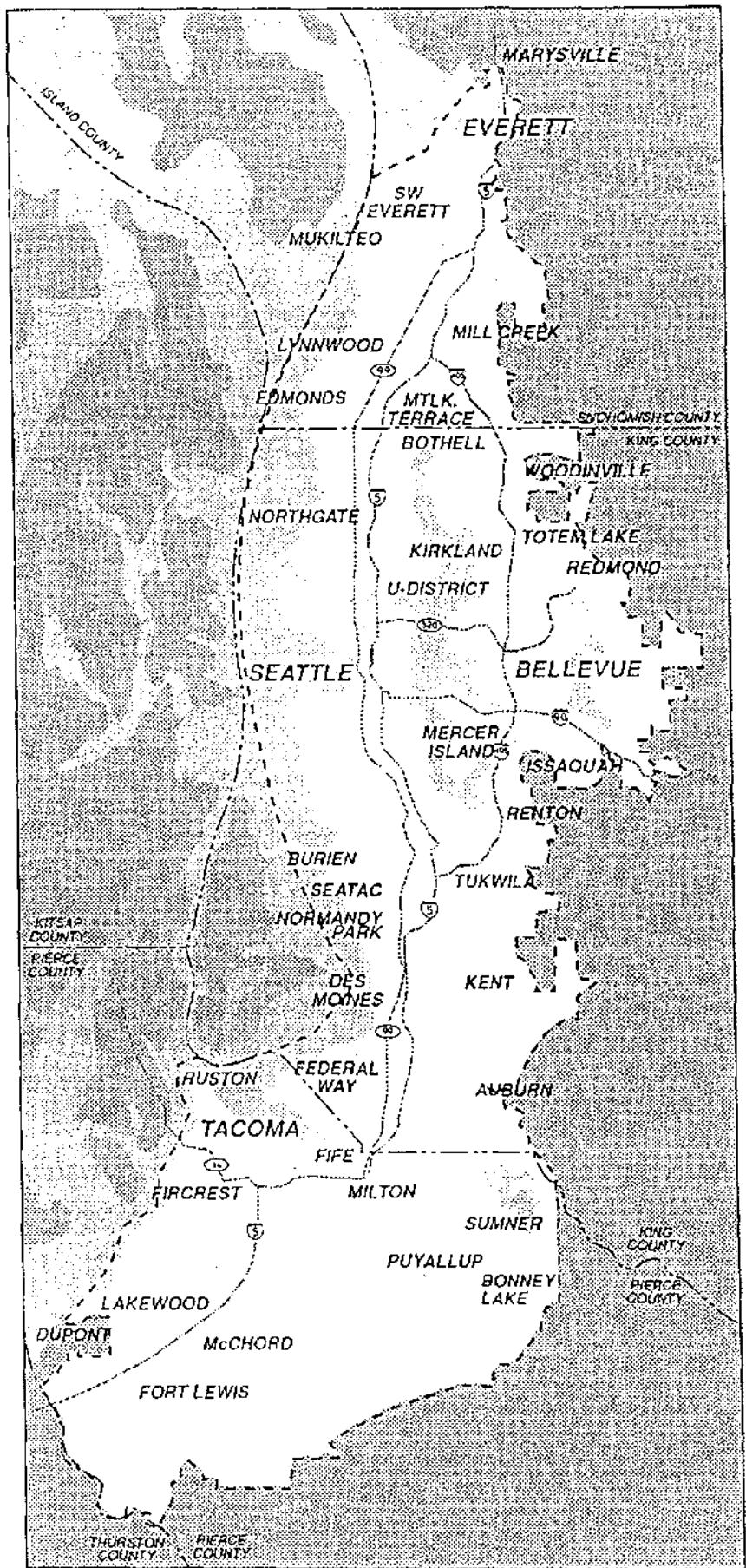


Janine Redmond, Environmental Designate

LEGEND

N 0 1 2 3 Miles

--- Regional Transit District



MAP A
Regional Transit District Boundary

RTP93-GG2000



RECEIVED

MAY - 6 1993

CITY OF GIG HARBOR

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

P.O. BOX 47600 • Olympia, Washington 98504-7600 • (206) 459-6000

May 4, 1993

Gretchen Swayze Wilbert
Mayor
City of Gig Harbor
PO Box 145
Gig Harbor, WA 98335

Dear Mayor Swayze Wilbert:

Your help is needed to spread the news of important changes to our state's vehicle emission testing program. Changes to the current emission testing program in areas of King and Spokane Counties will become effective June 1, 1993. For the first time, vehicles in Clark and Snohomish Counties and new areas of Spokane County will be required to pass an emission test every two years before license tabs may be renewed. On August 1, 1993, the program begins in South King and Pierce Counties.

Ecology's Air Quality Program has created a public outreach and education campaign that will help registered vehicle owners in the identified five counties become aware of the vehicle emission testing program and the benefits of such testing. The name of the campaign is "Emission Check. You're In The Driver's Seat for Cleaner Air."

Ecology would like to work with you to reach your citizens with this important air quality message. The vehicle emission testing program's notification campaign will include public service announcements on the radio, and television and radio news stories. Brochures and posters also will be distributed, and drivers will be notified through vehicle registration renewal notices received in the mail. The department can provide you with printed materials, as well as information for your newsletter or other publication.

In the meantime, please take a few minutes to fill out and return the enclosed postage-paid reply card so we have more information about you and your abilities to work with Ecology. Our staff will contact you within the next few weeks to briefly discuss your possible participation.

Thank you in advance for your assistance and consideration of spreading the news about this important vehicle emission testing program. If you have any questions, please contact Sandi Newton at (206) 493-9502.

Sincerely,

Mary Riveland

Mary Riveland
Director

enclosure



RECEIVED

JUN 18 1993

CITY OF GIG HARBOR

June 17, 1993

Mayor Gretchen Wilbert
City of Gig Harbor
P.O. Box 145
Gig Harbor, Washington 98335

Dear Mayor Wilbert,

I am writing to continue to keep you informed of ongoing changes in federal regulation for cable television service.

The most recent change has an immediate effect on cable rates. The FCC announced June 11 that cable rate regulation will be deferred to October 1, 1993, from the originally scheduled date of June 21, 1993. The new extended date will provide time for the FCC to plan for the additional regulatory responsibilities and for cable operators to adjust to the new regulatory requirements. Attached is a press release from the FCC announcing the new extended date. We will forward a copy of the FCC's Report and Order when it is issued.

We are continuing our efforts to regularly communicate Cable Act implementation issues and significant dates to our customers by special mailings. As always, I am available to answer questions that may come to mind so that you and your constituents have up-to-date, accurate information on cable service in Gig Harbor.

Sincerely,



Diane R. Lachel
Director, Government/Community Relations



NEWS

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WASHINGTON, D.C. 20554

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FCC DEFERRMENT DOCUMENTATION

This is an official announcement of Commission action. Release of the full text of a Commission order
requires filing of a petition. See 47 C.F.R. § 1.121 (FCC 319 F 24 388 DC Circ 1975)

June 11, 1993

**FCC Defers Implementation of Cable Service Rate Regulation
Until October 1, 1993 and Extends Rate Freeze
Until November 15, 1993**

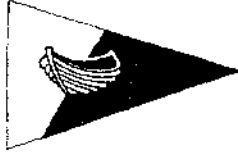
MM Docket 92-266

The FCC has deferred the effective date of its regulations implementing rate regulation of cable service adopted pursuant to the Cable Television and Consumer Protection Act of 1992 ("Cable Act of 1992") from June 21, 1993 until October 1, 1993. The Commission's rate regulations were adopted in Report and Order and Further Notice of Proposed Rulemaking, MM Docket 92-266, FCC 93-177, released May 3, 1993. The FCC took this action on reconsideration on its own motion of the Report and Order. The FCC deferred the effective date of all regulations adopted in the Report and Order. Effective dates for rules not involving rate regulation, adopted in other proceedings, remain unchanged.

The FCC based its decision on resource constraints. The Commission stated that even without the additional administrative responsibilities imposed by the Cable Act of 1992 it is facing a substantial budgetary shortfall for Fiscal Year 1993 potentially requiring furloughs of all FCC employees. The Commission found that the Congress has taken initial steps to provide a supplemental appropriation to the FCC for Fiscal Year 1993. However, the Commission will not be able to access additional funds for an additional period of time after the supplemental appropriation is adopted. Therefore, the Commission found that it would be unable to implement cable rate regulation on June 21, 1993. In addition, the Commission observed that a deferral of rate regulations would provide franchising authorities and cable operators additional opportunity to ensure a smooth transition to rate regulation. Accordingly, the FCC determined that it would establish an effective date of October 1, 1993 for cable service rate regulation. The FCC stated that it would continue to work with the Congress to assure the availability of funding necessary for full implementation of the Cable Act of 1992.

In order to prevent rate increases pending implementation of the Commission's rate regulations that could potentially undermine congressional intent that cable service rates remain reasonable, the Commission extended its current freeze of cable service rates from August 3, 1993 until November 15, 1993. The rate freeze was established in Order, 8 FCC Rcd 2921 (1993), Clarified, 8 FCC Rcd 2917 (1993). The rate freeze applies to rates for cable services, including the provision of equipment, other than premium channel or pay-per-view services, offered by systems subject to rate regulation under the Cable Act of 1992.

Action by the Commission June 11, 1993, by Order (FCC 93-304). Chairman Quello and Commissioners Barrett and Duggan.




City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM:  Planning Department

DATE: June 23, 1993

SUBJ.: Revised and Updated Shoreline Master Program Draft; First Reading of Ordinance

The revised and updated draft of the City's Shoreline Master Program is presented to Council for your review at this second reading of the ordinance. Written comments received and a staff analysis, response and recommendations based upon the received comments is attached.

At the second reading, staff will go over the comments and offer recommendations to the Council for consideration. The only other area of contention is the new section 3.06 (Commercial Fishing Industry), regulation I. Staff has offered comment on that section and some minor changes for your consideration.

Written Responses Received
Revised Shoreline Master Program

received 6/14/93
public hearing.



STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

P.O. BOX 47600 • Olympia, Washington 98504-7600 • (206) 459-6000

June 14, 1993

Ray Gilmore, Planning Director
City of Gig Harbor
Post Office Box 145
Gig Harbor WA 98335

Dear Ray:

Thank you for inviting Ecology to tonight's City Council meeting and for the copy of Gig Harbor's revised Shoreline Master Program. I would like to meet with you sometime after the meeting and review the document together.

This letter does not detail all of the comments but rather highlights the more substantive issues.

Congratulations on completing this draft of the master program. It is evident that many hours have been dedicated to developing this document. Administration of the Master Program should be much simpler when it is adopted. It has been a pleasure to review your work. Thank you for the opportunity.

Sincerely,

A handwritten signature in cursive script that reads "Linda J. Whitcher".

Linda J. Whitcher
Shorelands and Coastal Zone Management

Enclosure



Ray Gilmore
Page 2
June 14, 1993

1 The Shoreline Management Act (Chapter 90.58.100) calls out 8 elements that are to be included in all master programs. Some, but not all of these elements are addressed in your master program. Take a look at the SMP Handbook, Chapter 2, Shoreline Master Program Organization and Structure. I'll be glad to work with you to incorporate the additional elements.

2 Part 1 INTRODUCTION

The paragraph titled, "Jurisdiction" is the first place in the program that uses the term "ordinary high water". Throughout the document this needs to be changed to "ordinary high water mark."

3 The first paragraph on page 4 addresses the areas that lie within shoreline jurisdiction. The paragraph needs to be redone. The maximum and minimum area which is regulated by the Shoreline Management Act is 200' from ordinary high water mark, unless we are dealing with a designated floodplain. Harborview Drive is at times closer than 200' from the water and at other locations it is further than 200' from the OHWM.

4 Part 2 GOAL STATEMENTS

Goal 8 Commercial Areas and Shopping Page 9
Concern: I think this goal could be worded more clearly. How about something like, "Uses which are not water-oriented should provide shoreline public access, either active or passive"?

5 Part 3 POLICIES AND REGULATIONS

Policy 3 Page 13
Concern: The intent seems to be that the undeveloped but impacted portion of the site be restored to its pre-project condition, but the words "shoreline area" have been used. Your definition of shoreline area includes 200' from OHWM. If this area were restored to pre-project condition the project would have to be removed! Take a look at Policy 4, page 63 of the SMP Handbook.

6 3.05 Commercial Development

An additional regulation is needed to ensure the permanence of public access. Regulation 6, page 81 of the SMP Handbook has a condition that can be amended to suit the City. How about something like, "Public access easements shall be recorded on the deed of title as a condition running contemporaneous with the authorized land use"?

Ray Gilmore
Page 3
June 14, 1993

Regulation 3 Page 22

7 Concern: This is a major policy change from prohibiting over-water commercial development to allowing it. Conditions should be added requiring a conditional use permit and review criteria. Take a look at the Shoreline Master Program Handbook, page 159 - 160.

8 The Master Program is not clear enough about the type or commercial uses to be allowed overwater. The City needs to limit non-water-oriented uses. The existing policies and regulations would allow any type of commercial over-water so long as public access is provided. See SMP Addendum #2 for guidelines.

3.06 Commercial Fishing Industry

9 Regulation 1 Page 25

Concern: Marinas and moorage facilities are exempted from the Commercial Development requirements, one of which is a requirement to adhere to the City's zoning and building ordinances. Do you really want to exempt marinas from zoning and building codes?

Regulation 2 Pages 25 & 26

10 A qualifier is needed for this provision that allows commercial fishing structures to be built waterward of OHWM. Without definitions for water-dependent, water-related and water-enjoyment and a requirement that these structures be related or dependent, this regulation will cause problems.

3.10 Landfill Page 33

11 Concern: This is another major policy change from severely restricting landfills to more liberal allowance. A new policy statement is required to address when landfills will be allowed. These policy statements from the SMP Handbook should be incorporated: Page 243, Policy 1, 3 and 5.

12 Additional regulations are also required. Incorporate Regulation 2, page 244 and Regulation 1, page 245, SMP Handbook.

3.11 MARINAS, MOORAGE FACILITIES, PIERS, DOCKS AND FLOATS

Concern: No mention is made of Best Management Practices. "Sound Watch" published by 48* North has a good article on best management practices. The section of interest to you is on pages 32 -35. A copy of the magazine is enclosed.

13 Why not require sewage disposal at all new marinas?
Suggested additional policy:

Installation and maintenance of sewage disposal facilities should be required and available in

convenient locations to all users of marina facilities. Choice of types of disposal facilities (stationary, portable or floating pumpouts, dump stations, restrooms) should be considered on an individual basis with consultation of Departments of Health and Ecology as needed.

Implement this policy with Regulation 1, page 154, SMP Handbook.

- 14 An additional regulation limiting liveaboards is needed. They should be limited to marinas only, served by full utilities and a designated maximum percentage of marina slips should be allocated. We suggest no more than 10%. This issue comes up again on page 47, Residential Development, Policy 4.
- 15 Regulation 3, page 48 addresses floating homes and liveaboards. These two issues need to be separated by adding a definition for floating homes and prohibiting them outright.
- 16 3.16 SHORELINE PROTECTIVE STRUCTURES Regulation 9
Page 50
Concern: This provision would allow fill waterward of the OHWM which is not allowed.
- 17 Regulation 15 Page 51
Concern: When A & B are combined a bulkhead can be replaced only once. Is that what you intend?
- 18 APPENDIX 1 Pages 78 - 82
Added or amended definitions:
Floating home - a structure designed and operated substantially as a permanently based over-water residence. Floating homes are not vessels and lack adequate self-propulsion to operate as a vessel.
- 19 Liveaboard - a vessel, the principal use of which is an overwater residence. Principal use as a residence is generally characterized as occupancy for a period greater than 3 months in any calendar year in a single location.
- 20 Nonconforming use - a shoreline use or structure which was lawfully constructed or established prior to the effective date of this master program and its amendments, but which does not conform to present regulations or standards.

Ray Gilmore
Page 5
June 14, 1993

- 21 Variance - a limited release from the specific bulk, dimensional or performance standards of this Master Program granted when strict adherence to the regulations would create unnecessary hardship or obstacles to the fair and equitable use of shoreline property and is not a means to vary a use of the shoreline.
- 22 Water-dependent; Water-enjoyment; Water-oriented; Water-related: See SMP Appendix #2, Pages 5 & 16

June 2, 1993

City Council, City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

RECEIVED
JUN - 8 1993
CITY OF GIG HARBOR

Dear Council Members,

I have recently read the proposed Gig Harbor Revised Shoreline Master Program (RSMP). I live on the shoreline in the east side area proposed for Urban residential as these properties come into the city through annexation. Since I will be unable to attend your meeting of June 14, I am writing my concerns at this time.

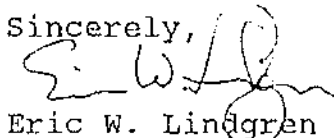
I am most concerned regarding the new RSMP 2nd paragraph in Section 3.11 Marinas, Moorage Facilities, Piers, Docks and Floats. This reads in part "... Although most private piers for non-commercial uses are exempted from obtaining a Shoreline Development Permit, they are nonetheless required to meet the following Policies and Regulations." It is my impression that private piers do fall within the Washington State shoreline substantial development permit system unless the cost or fair market value does not exceed \$2500.

WAC 173-14-040 states "(1) The following developments shall not require substantial development permits: . . . (h) Construction of a dock, designed for pleasure craft only, for the private noncommercial use of the owners, lessee, or contract purchaser of a single-family residence, for which the cost or fair market value, whichever is higher, does not exceed two thousand five hundred dollars."

Unless these structures are truly exempt, the RSMP does not adequately regulate their numbers and dimensions. It also does not require review of the appropriate state agencies. While much of the east side residences already have docks, without adequate review by the appropriate agencies these are sure to increase in length. The potential for new docks in the sensitive Crescent Creek estuary is already evident. I recommend regulations which mirror the guidelines in the Pierce County Shoreline Management and Use Regulations.

Protection of our fisheries, particularly young migrating salmon, is important to the traditions and economy of Gig Harbor. Adequate regulations and review of structures into Gig Harbor Bay deserve are highest priorities.

Sincerely,



Eric W. Lindgren
7720 Goodman Dr. N.W.

Response to Legal Counsel Review and Comment on Revised Shoreline Master Program

1. Suggest adding the following wording to the last sentence of this paragraph:

"..., with periodic updates as necessary and appropriate."
2. The last paragraph in this new section states that the City's designation would only apply at the time of annexation, consistent with the Shoreline Management Act. This section does not intend to designate a shoreline environment designation outside of the corporate limits, but it does clearly establish a policy on the determination of those environment designations at the time annexation is considered.
3. Recommend that paragraph H be deleted.
4. Staff has found several "shalls" in Section 1 through 3 which will be converted to "shoulds." As previously discussed, "shalls" are relegated to the regulation sections of the master program.
5. For Council's discretion. It is presumed that if Council desired to hold its own public hearing, it could do so for any shoreline permit application. As Wayne has stated, the City does not have a threshold for determining when or should a shoreline permit warrants a public hearing before the Council.

OGDEN MURPHY WALLACE

ATTORNEYS AT LAW

Seattle Office:
2100 Westlake Center Tower
1601 Fifth Avenue
Seattle, WA 98101-1686
(206) 447-7000

FAX: (206) 447-0215

John D. Wallace
Douglas E. Albright
Lee Corkrum
Wayne D. Tanaka
Robert G. Andre
Michael G. Wickstead
Robert A. Kiesz
Steven A. Reister
W. Scott Snyder
Christopher A. Washington
James E. Haney
Phillip C. Raymond
Charles D. Zimmerman
Carol D. Bernasconi
William F. Joyce
Karen Sutherland
David A. Ellenhorn
John J. O'Donnell, P.C.
Ross D. Jacobson
Charles D. DeJong

Nancy M. Allo
John F. DeVleming
Peter A. Fraley
Kent C. Meyer
Carol A. Morris
Leslie R. Pesterfield*
Debra B. Rehman
Jessica G. Rickard
Theresa A. Rozzano
Susan N. Slonecker
Gil Sparks

Counsel to the Firm
Stanbery Foster, Jr.

Of Counsel

James A. Murphy

*Admitted to Practice
in Oregon only

Retired
Raymond D. Ogden, Jr.

June 23, 1993

Mr. Ray Gilmore
City of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

Re: Shoreline Master Program

Dear Ray:

You have asked our office to comment on the draft version of the Shoreline Master Program. My comments are as follows:

1. On page 5, the first paragraph regarding the Master Program could be revised to eliminate the reference to the time period for the latest revisions. There does not seem to be any reason why the 10 to 20 year period should be applicable since revisions may need to be made within a year or two.
2. If I understand correctly, on page 7 you are attempting to designate areas outside the City limits under an environmental category. This may not be possible since the County Shoreline Master Program will have designated these areas. Upon annexation of these areas into the City, the County designations would continue to apply unless and until the City amended its Master Program to create new designations.
3. With regard to paragraph H on page 76, there is some question whether or not it would be effective. In any case it does not directly involve the City and therefore its inclusion is of somewhat marginal value.
4. I know that you cautioned against wordsmithing, but I do note that at various places in the document, the word "should" is used and not shall. I assume that this is intentional and that those instances represent a less mandatory regulation. In other words, there

Mr. Ray Gilmore
June 23, 1993
Page 2

would be circumstances where the City may not be able to categorically require the property owner to comply with the regulation.

5. On page 65, I am concerned with the provisions of C 1 relating to the Council's options regarding the permit. The language seems to allow the Council to take a number of actions which usually are mutually exclusive. Typically a council either must accept the Hearing Examiner's findings of fact as established unless there is no evidence in the record, or the Council may review the matter de novo and conduct its own independent fact finding. The language would appear to allow the council to accept the Hearing Examiner's findings based on the record, or to conduct its own fact finding. There are no criteria to guide the Council on which permits must withstand additional testimony and which ones are decided on the record. My suggestion would be to have the Council decide which form of review it wanted, and then have the language drafted.

If you have any further questions, please don't hesitate to contact me.

Very truly yours,

OGDEN MURPHY WALLACE



Wayne D. Tanaka

WDT/srf
WDT50410.1L/0008.150.010

**Revised City of Gig Harbor
Shoreline Master Program
Response to Written Comments**

Department of Ecology (Letter of 6/14, Linda Whitcher)

1. The City Master Program was approved and adopted by the Department of Ecology under the same RCW sited. The revised document essentially maintains the same context and format as the original. What the Department is suggesting appears to be a format which could prove to be a substantial rewrite.
2. Staff concurs. The term "mark" should be added to "ordinary high water".
3. Staff concurs. The SMP jurisdiction cannot extend beyond 200 feet from OHWM, with very few exceptions. This issue can be simply addressed by deleting this paragraph.
4. Acknowledged. Recommend no change.
5. Staff concurs. Staff recommends that this be rewritten by deleting "the shoreline area" and replacing it with "cleared and disturbed areas should be restored to pre-project condition." Also, recommend ending the second sentence after "natural terrain" and starting a third sentence with "The City Council..."
6. Staff concurs. The suggested language has been added to Section 3.05.
7. Acknowledged. DOE suggests retaining original language, but the revised section is a deliberate incentive to provide public access to the shoreline. The issue of overwater commercial structures and public access was thoroughly discussed by the Planning Commission and the Ad-Hoc Committee. The language which is proposed is considered a reasonable and equitable solution to the issue. However, if the concern is to restrict the overwater structures to a range of certain types (water dependent, water enjoyment, water related), this is reasonable and this can be accommodated. Definitions from the Model Master Program are attached.
8. DOE is suggesting that overwater commercial structures be limited to water dependent structures and to not allow "non water oriented" structures to extend out over the water. This concern can be addressed by defining water

oriented uses per the definition in the Model Master Program and prohibiting over water construction of these types of uses.

9. Acknowledged. Section 3.05 does require consistency with the zoning-building codes and this section would exempt activities from the code requirements. Staff recommends adding, after "...Section 3.05" the phrase "(with the exception of Regulation 2)".
10. If a structure is directly supportive of commercial fishing activities, it would seem to be, by its very nature, a water dependent or water related use. Staff feels that this section does not need to be changed.
11. Staff concurs, in part. Policies 5 and 6 have been added which are based upon the Shoreline Management Administrative Guidelines.
12. DOE's concern and suggested regulation could effectively nullify language proposed by the ad-hoc committee (regulations 1 and 2). The administrative WAC's (shoreline management guidelines) support DOE's language. Staff recommends incorporating DOE's suggestion to include regulation 2, page 244, and regulation 1 from page 245 of the SMP handbook (see attached). These would replace the ad-hoc committee's proposed regulations 1 and 2.
13. Staff does not believe sewage disposal facilities at all new marinas is reasonable or even necessary. The revised SMP requires it for all proposed marinas and moorage where liveaboards would be located. If it were to be retroactive to all existing which have liveaboards, the regulation would have to be amended to apply to existing and new (proposed) marinas and moorage facilities.
14. Acknowledged. Issue was discussed at the first reading of the ordinance and no action was taken.
15. "Floating homes" has been added to regulation #3.
16. Acknowledged. DOE's problem seems to be with Regulation #8, not #9. Regulation #8 allows connecting bulkheads on adjacent properties if they extend waterward of OHWM. In this context, DOE equates rip-rap with fill. As for it not being allowed, staff reviewed the Pierce County Master Program and it allows intertying bulkheads of up to twenty feet from the foot of the natural bank. As it is a normal practice to backfill behind bulkheads for structural integrity and stability, it would seem that Pierce County's SMP (which was approved by DOE) would not be permitted either. Staff suggests that, in order to alleviate DOE's concerns, we simply allow interties of up to twenty feet from the foot of the bank.
17. The response to this is yes.

18. The revised SMP already has a definition of floating home and vessels. No changes are needed.
19. Liveaboard is defined. DOE's interpretation of a liveaboard vessel as an overwater residence seems to stretch the meaning of a residential structure. The suggestion to limit occupancy to 3 months out of the year is subjective and not based upon an adopted policy or administrative guideline. If the problem with liveaboards is of statewide concern, perhaps the Department should consider updating the administrative guidelines to address and correct the problem.
20. Non-conforming use is defined on Page 71 of the revised SMP.
21. Variance is defined on page 69. The definition in the appendix may be deleted.
22. The revised SMP defines water dependent and water related. See item #8. Adding definitions for water-enjoyment and water-oriented uses is reasonable. Proposed definitions from the SMP handbook are attached.

Dr. Eric Lindgren (Letter of June 2)

Dr. Lindgren's concern regarding the exemption of private residential piers has been clarified by including the specific WAC reference in Section 3.11.

In respect to the comment that the City develop regulations identical to Pierce County Code, this would indeed provide very specific performance standards for private residential piers. Staff feels that this is worth considering at some future date. The Pierce County SMP standards are quite extensive and would probably require additional public review (i.e. more hearings).

General Discussion from June 14th Hearing

The grammatical corrections are noted and have been made.

Section 3.06, Commercial Fishing Industry

Much discussion centered on the application of the new, proposed standards to existing moorage facilities which provide moorage and support services to licensed commercial fishing vessels. The principle issue appears to be whether existing facilities should be "grandfathered", without consideration of structures and uses

which may have been added without benefit of the necessary permits. Staff does not believe this section was written with the idea that existing moorage facilities would be automatically deemed "legit" in spite of past developments that may never have been authorized by a building or shoreline permit. Its intent was to provide incentive for maintaining and enhancing facilities for commercial fishing vessels only.

If a facility has been expanding moorage facilities or structures without proper authorization and permits, the proposed new section 3.06 is not going to automatically redeem them. They would still need to comply with all of the applicable sections of the SMP and zoning code. To clarify this point and to make this section more fluent, staff has proposed the following revision to 3.06:

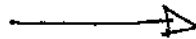
- 1) New or existing marinas or moorage facilities which provide moorage and support facilities for the commercial fishing industry shall be exempt from the parking requirements of Section 3.13 and requirements for Commercial Development, Section 3.05 (~~excluding Regulation #2~~), ~~only~~ for those commercial fishing vessels which have active license. Proof of active license for only commercial fishing vessels must be provided to the City to qualify for this exemption. An agreement shall be entered into with the City and filed with the Pierce County Auditor as a covenant with the land and which shall state that the property owner/tideland lessee shall abide by the requirements of this section.
- 2) Conversion of any ~~existing structure~~, new construction or expansion for pleasure craft or other non-commercial fishing use shall comply with the relevant sections of this master program for parking (Section 3.13) and moorage (Section 3.14), plus the provisions of any amenities as may be required for Commercial Uses, per Section 3.05.
- 3) Commercial fishing moorage shall comply with the minimum vessel access requirements per Section 3.11 (Regulation 9).

Landfill

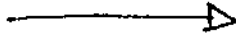
Applicability

Fill is the placement of soil, sand, rock, gravel, or add to existing sediment or other material (excluding solid waste) to create new land, tideland or bottom land area along the shoreline below the OHWM, or on upland areas in order to raise the elevation. Any landfill activity conducted within shoreline jurisdiction must comply with the following provisions.

Policies

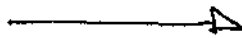


1. Landfills waterward of OHWM should be allowed only when necessary to facilitate water-dependent and/or public access uses which are consistent with this master program.
2. Shoreline fills should be designed and located so that there will be no significant damage to existing ecological systems or natural resources, and no alteration of local currents, surface water drainage or flood waters which would result in a hazard to adjacent life, property, and natural resource systems.



3. In evaluating fill projects, such factors as conflict with potential and current public use of the shoreline and water surface area, total water surface reduction, navigation restriction, impediment to water flow and drainage, reduction of water quality, and destruction of habitat should be considered. Further, the City/County should assess the overall value of the landfill site in its present state versus the proposed shoreline use to be created to ensure consistency with the Act and this master program.

4. The perimeter of landfills should be designed to avoid or eliminate erosion and sedimentation impacts, both during initial landfill activities and over time.



5. Where permitted, landfills should be the minimum necessary to provide for the proposed use and should be permitted only when tied to a specific development proposal that is permitted by this master program. Speculative landfill activity should be prohibited.

6. Sanitary landfills should not be located in shoreline jurisdiction.

Regulations -- General

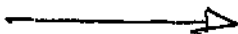
1. Applications for landfill permits shall include the following:
 - a. Proposed use of the landfill area;
 - b. Physical, chemical and biological characteristics of the fill material;
 - c. Source of landfill material;

- d. Method of placement and compaction;
- e. Location of landfill relative to natural and/or existing drainage patterns;
- f. Location of the landfill perimeter relative to the OHWM;
- g. Perimeter erosion control or stabilization means; and
- h. Type of surfacing and runoff control devices.

- 2. Landfill waterward of OHWM shall be permitted as a conditional use only:
- a. In conjunction with a water-dependent or public use permitted by this master program;
 - b. In conjunction with a bridge or navigational structure for which there is a demonstrated public need and where no feasible upland sites, design solutions, or routes exist;
 - c. As part of an approved beach restoration project; or
 - d. For fisheries, aquaculture, or wildlife habitat enhancement projects.
3. Pile or pier supports shall be utilized whenever feasible in preference to landfills. Landfills for approved road development in floodways or wetlands shall be permitted only if pile or pier supports are proven infeasible.
4. Landfills are **prohibited** in floodplains except where it can be clearly demonstrated that the geohydraulic characteristics and floodplain storage capacity will not be altered to increase flood hazard or other damage to life or property. Landfills are **prohibited** in floodway, except when approved by conditional use permit and where required in conjunction with a proposed water dependent or other use, specified in Regulation 2 above.
5. Landfills may be permitted only in conjunction with a specific development already permitted by this master program or as proposed (i.e permit applied for) simultaneously with such development. **Speculative landfills are prohibited.**
6. Environmental review of proposed landfills shall be accomplished concurrently with review of the intended use, and the threshold determination concerning the need for an environmental impact statement shall be based on this combined project review.
7. Landfill shall be permitted only where it is demonstrated that the proposed action will not:
- a. Result in significant damage to water quality, fish,

- shellfish and/or wildlife habitat; or
- b. Adversely alter natural drainage and circulation patterns, currents, river and tidal flows or significantly reduce flood water capacities.
7. All shoreline developments must conform to the General Policies and Regulations stated in this master program. (see Chapter 5).
 8. All shoreline developments must conform to the Environment Designation Provision stated in the master program. (see Chapter 6)
 9. All shoreline modification activities (or state the particular, e.g. breakwaters) must be in support of an allowable shoreline use that is in conformance with the provisions of this master program. All Shoreline modification activities not in support of a conforming use are prohibited. Exception: Shoreline stabilization may be allowed as a shoreline use providing it can be demonstrated that such activities are necessary for the maintenance of shoreline stability and natural ecology.

Regulations -- Design and Construction



1. Where landfills are permitted, the landfill shall be the minimum necessary to accommodate the proposed use.
2. Where existing public access is reduced, greater public access as part of the development project shall be provided.
3. Landfills shall be designed, constructed and maintained to prevent, minimize and control all material movement, erosion and sedimentation from the affected area. Perimeters of permitted land fill projects shall be designed and constructed with silt curtains, vegetation, retaining walls, or other mechanisms and appropriately sloped to prevent erosion and sedimentation both during initial landfill activities and afterwards. Such containment practices shall occur during the first growing season following completion of the landfill.
4. Fill materials shall be sand, gravel, soil, rock or similar material. Use of polluted dredge spoils and sanitary landfill materials are prohibited.
5. Landfills shall be designed to allow surface water penetration into ground water supplies where such conditions existed prior to fill.
6. The timing of landfill construction shall be regulated so as to minimize damage to water quality and aquatic life.

USC - United States Code.

Variance - A means to grant relief from the specific bulk, dimensional or performance standards specified in the applicable master program. Variance permits must be specifically approved, approved with conditions, or denied by Ecology. (See WAC 173-14-150)

Vessel - Ships, boats, barges, or any other floating craft which are designed and used for navigation and do not interfere with normal public use of the water. (WAC 173-14-030(18))

WAC - Washington Administrative Code.

Water-bar - A diversion ditch and/or hump in a trail or road for the purpose of carrying surface water runoff into the vegetation duff, ditch, or other dispersion area so that it does not gain the volume and velocity which cause soil movement and erosion.

Water-dependent - A use or a portion of a use which requires direct contact with the water and can not exist at a non-water location due to the intrinsic nature of its operations. Examples of water-dependent uses may include ship cargo terminal loading areas, ferry and passenger terminals, barge loading facilities, ship building and dry docking, marinas, aquaculture, float plane facilities, and sewer outfalls.

→ Water-enjoyment - A recreational use, or other use facilitating public access to the shoreline as a primary characteristic of the use; or a use that provides for recreational use or aesthetic enjoyment of the shoreline for a substantial number of people as a general character of the use and which through the location, design and operation assure the public's ability to enjoy the physical and aesthetic qualities of the shoreline. In order to qualify as a water-enjoyment use, the use must be open to the general public and the shoreline space of the project must be devoted to provisions that accommodate public shoreline enjoyment. Examples may include parks, piers, museums, restaurants, educational/scientific reserves, resorts, and mixed use projects.

→ Water-oriented - Refers to any combination of water-dependent, water-related, and/or water enjoyment uses and serves as an all encompassing definition for priority uses under the SMA. Non-water-oriented serves to describe those uses which have little or no relationship to the shoreline and are not considered priority uses under the SMA. Examples include professional offices, automobile sales or repair shops, mini-storage facilities, multi-family residential development, department stores, and gas stations.

Water-related - A use or a portion of a use which is not intrinsically dependent on a waterfront location but whose operation cannot occur economically without a waterfront location. Examples of water-related uses may include warehousing of goods transported by water, seafood processing plants, hydroelectric generating plants, gravel storage when transported by barge, oil refineries where transport is by tanker, and log storage.

ORDINANCE No. ____

**AN ORDINANCE OF THE CITY OF GIG HARBOR CITY COUNCIL
ADOPTING A REVISED AND UPDATED CITY OF GIG HARBOR
SHORELINE MASTER PROGRAM AND ENVIRONMENT DESIGNATIONS
MAP, PURSUANT TO RCW 90.58 AND THE PROCEDURES ESTABLISHED
UNDER WAC 173-19-061.**

WHEREAS, the City of Gig Harbor Shoreline Master Program has essentially remained unchanged since its adoption in September of 1975; and,

WHEREAS, the City of Gig Harbor has been subject to significant growth pressures over the past fifteen years which have substantially altered the City and its shoreline; and,

WHEREAS, the Shoreline Management Act Administrative Codes have undergone several revisions since 1980 which relate to shoreline permit administration and enforcement procedures and which are not reflected in the current City of Gig Harbor Shoreline Master Program; and,

WHEREAS, a process to update the Shoreline Master Program was commenced in 1984 by a citizens ad-hoc committee; and,

WHEREAS, the City of Gig Harbor Planning Commission initiated its review of the ad-hoc committee recommendations and, following a public hearing on June 16, 1992, transmitted a revised draft document to the City of Gig Harbor City Council; and,

WHEREAS, following a public hearing on August 10, 1992, and a worksession with the Planning Commission on September 24, 1992, the City Council established an ad-hoc technical committee to review the draft and submit a recommendation to the Council; and,

WHEREAS, the technical committee, following six weekly worksessions commencing in January of 1993, have submitted a draft document to the City Council which reflects the recommendations of the Planning Commission and the technical committee; and,

WHEREAS, public notice on the proposed changes have been given in compliance with RCW 90.58.120 (1); and,

WHEREAS, comments received from the Department of Ecology and other interested parties were considered by the Council and, where deemed appropriate, were integrated into the revised Shoreline Master Program; and,

WHEREAS, the SEPA responsible official for the City of Gig Harbor has determined that the proposed changes will not have a substantial impact on the quality of the environment and, consistent with WAC 197-11-340, issued a Determination of Nonsignificance on June 29, 1992; and,

WHEREAS, the proposed revised and updated City of Gig Harbor Shoreline Master Program is in the publics' health, safety, welfare and interest and which further implements the goals and objectives of the Shoreline Management Act, RCW 90.58.

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

Section 1. The revised City of Gig Harbor Shoreline Master Program, which is attached as "Exhibit 1", is hereby adopted by the City of Gig Harbor and transmitted to the Washington Department of Ecology Shoreline Section for further consideration and approval.

Section 2. If any section, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or constitutionality shall not affect of any other section, clause or phrase of this ordinance.

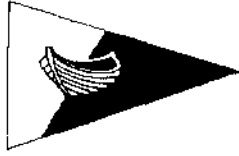
Section 3. This ordinance shall take effect and be in full force no later than five days after publication following notification of adoption by the Washington Department of Ecology.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk: June 11, 1993
Passed by City Council: June 28, 1993
Date Published:
Date Effective:




City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM:  Planning Department

DATE: June 23, 1993

SUBJ.: Revisions to Short Plat Ordinance – Requirements for Sidewalks
Curbs and Gutters; First Reading of Ordinance

The first reading of this ordinance was conducted on June 14. The only comment received was a concern that the ordinance was punitive toward one property owner. The proposed revision to the City of Gig Harbor Short Plat Ordinance (Title 16.40) which would eliminate the requirements for sidewalks, curbs and gutters for properties which front a public road that has forty feet or less of right-of-way width. Also included is a requirement that all fronting public streets must be surfaced in accordance with City standards, regardless of right-of-way width.

The draft ordinance is presented to you for a second and final reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL AMENDING SECTION 16.40 OF THE GIG HARBOR MUNICIPAL CODE WHICH MODIFIES THE REQUIREMENTS FOR SIDEWALKS CURBS AND GUTTERS IN SHORT PLATS FRONTING RIGHT-OF-WAY WHICH IS FORTY FEET OR LESS IN WIDTH.

WHEREAS, the Gig Harbor City Council finds that the current requirement in Section 16.40.130 for the provision of sidewalks, curbs and gutters for all short plats does not distinguish between the various right-of way widths and street geometrics within the city; and,

WHEREAS, there are certain streets within the city which have substandard right-of-way of forty feet or less which will most likely never be developed to full right-of-standard configuration due to existing constraints of limited access; and,

WHEREAS, it is in the public's interest in terms of future maintenance and repair costs to not require nor construct sidewalks, curbs and gutters along right-of-way of forty feet or less; and,

WHEREAS, it is within the public's health, safety, welfare and interest to require, as and when appropriate, the surfacing of public right-of-way fronting property which is proposed to be short platted, pursuant to Title 16.40 of the Gig Harbor Municipal Code.

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

Section 1. Title 16.40 of the Gig Harbor Municipal Code is amended as follows:

...16.40.130 Minimum Standards and Improvements Required. A. Street right of way, Surface Width and Surfacing Requirements. Public roads shall conform to the requirements of the City Public Works Department, and shall also include the provisions for sidewalks, curbs and gutters for all short plats which front a public street with a minimum right-of-way width greater than forty feet or which are required to provide the minimum public right-of-way, as required specified. Notwithstanding the requirements for sidewalks, curbs and gutters, surfacing of new public streets or the property fronting public right-of-way shall be required for all short plats. As-built plans, bearing the stamp of a civil engineer licensed in the State of Washington shall be provided. Additionally, dedicated right-of-way shall be provided, as required, and shall conform to City standards. Public streets shall be dedicated to the City on the final plat and shall be maintained by the City thereafter.

Section 2. If any section, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or

constitutionality shall not affect of any other section, clause or phrase of this ordinance.

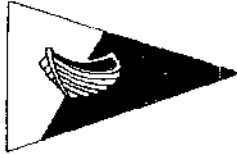
Section 3. This ordinance shall take effect and be in full force no later than five days after publication.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk

Filed with City Clerk: June 11, 1993
Passed by City Council:
Date Published:
Date Effective:




City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

MEMORANDUM

TO: Mayor Wilbert and City Council
FROM:  Steve Bowman, Building Official/Fire Marshal
DATE: June 24, 1993
RE: WA STATE BCC CODE CHANGES EFFECTIVE JULY 1, 1993

=====
The Washington State Building Code Council has revised the State Building Code. The Gig Harbor Building Code Advisory Board has reviewed the code changes and is recommending their adoption by the City of Gig Harbor. The City Attorney's Office has reviewed the ordinance and any required revisions have been completed.

The attached ordinance adopts the following code changes:

1. Amendments to Chapter 51-20-3100 WAC
(ADA and Federal FHA Accessibility guidelines)
2. Amendment to Chapter 51-24 WAC
(Fleet Fueling requirements in the Uniform Fire Code)
3. Amendment to Chapter 51-24 WAC
(Repeals Section # 78.201, 1991 UFC - Fireworks)
4. Amendment to Chapter 51-13 WAC
(Ventilation and Indoor Air Quality Code)
5. Amendment to Chapter 51-26 WAC
(1993 Water Conservation Performance Standards)

COMMENTS:

Since the code changes have been adopted by the Washington State Building Code Council (BCC), they will become effective on July 1, 1993 for enforcement throughout the State of Washington. Any proposed revisions by the City of Gig Harbor to these revised State Codes will require approval by the WA State BCC prior to adoption by the City of Gig Harbor.

RECOMMENDATIONS:

The Mayor and City Council adopt the Building Code revisions as proposed by the WA State BCC and as recommended by the Gig Harbor Building Code Advisory Board after the second reading of the ordinance and inclusion of any required revisions.

CITY OF GIG HARBOR

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING THE WASHINGTON STATE BUILDING CODE, including the amendments to the Uniform Building Code, Uniform Fire Code, Uniform Plumbing Code, and as adopted by the Washington State Building Code Council and as recommended by the Gig Harbor Building Code Advisory Board.

The City Council of the City of Gig Harbor, Washington DO ORDAIN as follows:

Section 1. The State Building Code, as follows, is adopted by reference:

A. Section # 15.06.015, of the City of Gig Harbor Municipal Code, is hereby amended as follows:

Section # 15.06.015 The Uniform Building Code, 1991 Edition including Appendix Chapters 32 and 70, Uniform Building Code Standards, 1991 Edition, the Uniform Code for the Abatement of Dangerous Buildings, 1991 Edition, published by the International Conference of Building Officials and as amended by the Washington State Building Code Council on November 8, 1991 and as amended on November 13, 1992 and published as WAC 51-20 & 21 & 3100 (amendments include the state barrier-free; ADA and HUD regs.) are adopted for use within the City of Gig Harbor;

B. Section # 15.12.015, of the City of Gig Harbor Municipal Code, is hereby amended as follows:

Section # 15.12.015 The Uniform Fire Code, 1991 Edition including Appendix Chapters I-A, II-C, II-E, III-C, V-A, and VI-A, and the Uniform Fire Code Standards published by the International Conference of Building Officials and the Western Fire Chiefs Association as amended by the Washington State Building Code Council on November 8, 1991 and as amended on November 13, 1992 (Fleet Fueling and Fireworks) and published as WAC 51-24 & 25 are adopted for use within the City of Gig Harbor;

C. Section # 15.08.015, of the City of Gig Harbor Municipal Code, is hereby amended as follows:

Section # 15.08.015 The Uniform Plumbing Code, 1991 Edition including Appendix Chapters A, B, C, D, and E, and the Uniform Plumbing Code Standards published by the International Association of Plumbing and Mechanical Officials as amended by the Washington State Building Code Council on November 8, 1991 and as amended on November 13, 1992 and published as WAC 51-26 & 27 (amendments include the Washington State Water Conservation Performance Standards) are adopted for use within the City of Gig Harbor;

D. Section # 15.32.005, of the City of Gig Harbor Municipal Code, is hereby amended as follows:

Section # 15.32.005 The Washington State Ventilation and Indoor Air Quality Code as amended by the Washington State Building Code Council on December 11, 1992 and published as WAC 51-13 is adopted for use within the City of Gig Harbor; and,

Section 2. Severability Clause. If any section or provision of this Ordinance or the State Building Code or its application to any person or circumstance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 3. Whenever any conflict occurs between any section of this Ordinance and the Code referred to in this Ordinance, the Code shall prevail.

Section 4. This Ordinance shall take effect and be in full force on July 1, 1993.

PASSED by the Gig Harbor City Council and approved by its Mayor at a regular meeting of the council held on the ___ day of _____, 1993.

ATTEST:

Gretchen A. Wilbert, Mayor

Mark Hoppen
City Administrator/Clerk

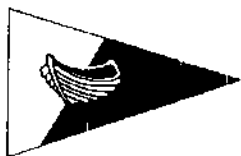
Filed with city clerk: 5/20/93

Passed by city council:

Date published:

Date effective: 7/1/93

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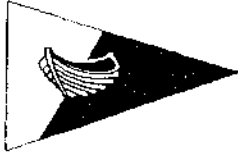
GIG HARBOR, WASHINGTON 98335

(206) 851-8136

**WA STATE BUILDING CODE COUNCIL (BCC)
1993 CODE CHANGE SUMMARY**

1. Amendments to Chapter 51-20-3100 WAC
(ADA and Federal FHA Accessibility guidelines)
Technical and clarifying amendments were made to the State Building Code for greater consistency with the Americans with Disabilities and Federal Fair Housing Act Accessibility guidelines.
2. Amendment to Chapter 51-24 WAC
(Fleet Fueling requirements in the Uniform Fire Code)
The Uniform Fire Code was amended to allow Fleet Fueling of vehicles from tank vehicles. The Uniform Fire Code did not allow Fleet Fueling as presently is the common practice within the State of Washington (IE: Fueling of diesel powered vehicles from a tank truck at a construction site).
3. Amendment to Chapter 51-24 WAC
(Repeals Section # 78.201, 1991 UFC - Fireworks)
The Uniform Fire Code was amended to allow the continued use the present State of Washington standards for the regulation of fireworks (RCW 70.77).
4. Amendment to Chapter 51-13 WAC
(Ventilation and Indoor Air Quality Code)
The Washington State Energy Code was required by the Legislature to be revised to include a section which addressed ventilation and air quality per RCW 19.27.190(2) and Chapter 132, Session Laws of 1992. Specific standards were adopted which addresses: duct sizing and materials, radon test kit and radon requirements, ventilation system sizing and methods of testing, and outdoor air requirements.
5. Amendment to Chapter 51-26 WAC
(1993 Water Conservation Performance Standards)
The Washington State Water Conservation Standards were revised to specify quality and performance standards, permanent marking and publication of approved lists for identification of complying fixtures and fittings.

Complete copies of the proposed code changes are available in the office of the Gig Harbor Department of Community Development.



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND THE CITY COUNCILMEMBERS
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
RE: DELETING A WET WELL CONSTRUCTION FROM ULID #3 CONTRACT
DATE: JUNE 25, 1993

INTRODUCTION

The Utility Local Improvement District #3 project included construction of a wet well on Harborview Drive next to the 76 Gas Station. Our contractor, Active Construction, started excavating the said location on May 28, 1993 and encountered contaminated soil conditions. The Department of Ecology requested the construction site be cleaned of contamination before construction could resume. The cost of cleaning the site is in the range of \$100,000 to \$125,000. The purpose of this memorandum is to explain the circumstances surrounding this issue and request your authorization to delete this part of the work from the ULID #3 contract.

BACKGROUND / ISSUES

After a competitive bidding process, we hired Active Construction to build the ULID #3 project. The contractor completed most of the work associated with the project. On May 28, 1993, the contractor started excavating our right-of-way on Harborview Drive next to the 76 Gas Station. Approximately two hours after the work began, it became obvious that the soil was contaminated.

Geo Engineers was called to the site to determine type and magnitude of contamination. Their findings were shared with Department of Ecology Toxic Cleanup section and Ecology has indicated that the site must be cleaned up before we can proceed with our construction activity.

Prior to our construction activity (back in 1991), during an excavation for a service connection, Washington Natural Gas encountered similar conditions in the same general area. Ecology determined at that time that the soil contamination was due to leakage from underground gasoline storage tanks located at the 76 Gas Station. It is my understanding that the gas station has been under Ecology's enforcement order since that time.

On June 14, 1993, we met with Mr. Tom Todd of the Department of Ecology to determine the extent of the work needed at this location. We were told that we have to excavate the top 5-6 foot section of the wet well site and stockpile it next to the lift station. We would then have to dewater and treat the contaminated water at the site before it could be discharged into the

storm drainage system. The next step would be sheet piling to limit the excavated area. Construction using conventional methods could then continue, using the stockpiled contaminated soil as backfill material.

At this point, we asked Active Construction to provide us an estimate of the additional costs to complete the job as specified by Ecology; Mr. John Wallace, the City Attorney was contacted for legal advice; and, the owner of the 76 Gas Station, Mr. Ed Conan, was notified by registered mail.

We were told by Mr. Conan's office that he was in Mexico for a church activity and there was no way to reach him for at least two weeks. This was confirmed by Mr. Conan's son. I then discovered that a member of the family was scheduled to leave for Mexico two days later.

I've listed below some questions which you may want me to address:

1) What is a wet well ?

It is a large manhole that collects sewage from the collection system and which is then pumped directly to the treatment plant by pumping equipment situated in a dry well which is generally constructed next to the wet well.

2) How much does it cost to build a wet well at this site?

Active Construction's bid for the wet well at this site was \$23,012.95. It is conceivable that construction of this wet well will be much higher than Active's bid if we advertise to build only a wet well. This work was a minor part of the very large ULID #3 project and consequently, the cost of building the wet well was reasonably priced.

3) Can we eliminate this wet well from the contract without jeopardizing the service to our existing customers?

Yes. Our existing wet well and dry well at lift station #3 has a capacity of 1.2 millions gallon per day (MGD). We are currently using 0.5 MGD flow of the total capacity. Therefore, we have excess available capacity of 0.7 MGD at this lift station.

4) If we did not need this wet well constructed now, why was it included in the ULID # 3 project?

The logic behind having the wet well construction included in the ULID #3 project is that the ULID # 3 sewage flow will expedite the improvement schedule of this project. It was our position then and now that existing sewer customers should not absorb any financial cost as result of the ULID project. Therefore, it was decided that ULID #3 project should make either financial contribution or do fair share improvements at the lift station #3 location. The fair share was calculated to be one third of the total cost of rebuilding the lift station. This number

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equated to building a new wet well and building a new force main from the wet well to the treatment plant with both improvements having 3.5 MGD capacity. This force main has already been built by Active Construction.

The total upgrade cost of this lift station was estimated to be approximately \$300,000.00 with an ultimate capacity of 3.5 MGD. The total expected ultimate flow from the ULID #3 sewer line is 1.1 MGD. The proportionate share of the ULID # 3 project to upgrade this lift station is \$100,000.00.

5) What does our City Attorney advise at this point ?

The City's Attorney suggests that this portion of the ULID #3 Contract with Active Construction be eliminated. I concur with this advice.

There are several reasons why the City should not, at this time, undertake excavation in this contaminated area. I am most concerned with the possibility that our excavation could impact groundwater which underlies the contaminated soil. This could potentially put the City in the position of worsening the existing condition.

FINANCIAL IMPACT

If we build the wet well now, the cost of construction will vary anywhere from \$100,000 to \$125,000. This cost is well beyond what the ULID was going to pay for this work (\$23,012.95).

If we cancel the wet well now and build it after the contaminated soil conditions are addressed by the owner of the contamination source, it might cost the City approximately \$35,000.00 to \$45,000.00.

The other issue of concern is the potential financial impact to the City if build the wet well now and the existing contaminated soil condition becomes worse.

RECOMMENDATION

I recommend a council motion to authorize the Public Works Director to delete wet well construction next to the 76 GAS station from the ULID #3 construction project. The motion should also direct the City Administrator, Public Works Director, and The City Attorney to take the necessary steps to have this site cleaned up as soon as possible. In addition, the ULID should make a financial contribution to the City's Sewer Capital Construction fund in the amount of \$23,012.95, minus the cost of the contractor's mobilization and demobilization for the wet well construction.

Mayor Wilbert and City Council

June 25, 1993

Page 4

Our ULID # 3 construction engineers, Mr. Craig Peck and Mr. Thomas Seamon, are going to attend the Council Meeting to answer any question you might have related to technical details of this issue.

**active
construction
inc.**

June 24, 1993

Ben Yazici
Director of Public Works
Gig Harbor City Hall
Post Office Box 145
Gig Harbor, WA 98335

Re: CITY OF GIG HARBOR U.L.I.D. NO. 3

Dear Ben:

The information you asked for is as follows.

To install new wet well at pump station #3 would cost in the range of \$100,000 to \$125,000. This would include the following :

1. Sheet pile shoring for containment of contaminated materials. Cofferdam is 16' X 16' X 30" deep. Excavation would be 16'±.
2. Disposal and/or treatment onsite of these materials.
3. Install dewater wells and treat water from excavation.

Original contract amount for wet well was \$23,012.95, which would be deleted by this change order.

These prices are based on the information we have to date. Any changes could result in additional costs.

Please call if I can be of further assistance.

Sincerely,

ACTIVE CONSTRUCTION, INC.

Kraig A. Miller/as

Kraig A. Miller

KAM:as
ULIDNO3.6-24



MEMORANDUM

TO: Ben Yazici
FROM: Craig Peck
DATE: June 14, 1993
RE: June 10 Meeting with Tom Todd

The following notes summarize my recollection of the issues discussed with Mr. Tom Todd from the Department of Ecology regarding the contaminated soils at Pump Station #3 in Gig Harbor during a telephone conversation prior to and again during our meeting at the site.

Owner of the site (the City) where contamination is found is responsible under the law for clean-up.

Costs of clean-up may be recovered from contaminator through legal process.

Contamination on and around the gas station has been known to Ecology since 1991 when Washington Natural Gas found contamination in excavations and conducted well testing on and near gas station site.

Notification of Mr. Conan about contamination in the vicinity of the wetwell was to be done by Mr. Todd on June 14, 1993, by telephone.

Order to clean-up contamination can be issued by Ecology and is expected to be issued prior to the end of 1993.

Clean-up may not commence for several years depending the level of cooperation from Mr. Conan.

Clean-up of contamination by subsurface aeration is probable rather than removal of contaminated soils.

No permits are necessary for excavation work.

No notifications to agencies are known by Mr. Todd to be required.

Contaminated material can be placed back in excavation.

Lining of excavation and backfilling with imported material is not required.

Contaminated material disposal can be handled by Woodworth in aggregated dryers. Cost is estimated to be \$60/ton.

\$50.00 - \$60.00

Those workers involved in work in the excavation must have appropriate training regarding hazardous materials.

Proper safety equipment for fumes must be used in and around the excavation.

Pumped groundwater must be treated prior to disposal into either sanitary or storm sewers. Treatment equipment may be available on a rental basis.

Pumped water must be tested to assure "purity" prior to discharge.

NPDES permit is required but is not practical for projects of short duration and therefore not recommended.

Craig A. Peck & Associates

723 22nd Street S.W.
Puyallup, Washington 98371
technical assistance
206-840-5482

June 14, 1993

Mr. Kraig Miller
Active Construction, Inc.
P.O.Box 191
Gig Harbor, Washington 98335

Re: Wetwell Installation - Pump Station #3

Dear Kraig,

Following discussions on June 10 with Mr. Tom Todd from the Washington State Department of Ecology, several construction related issues for the wetwell at Pump Station #3 were identified. These issues include the following:

Qualified Personnel - workers involved in the installation of the wetwell who must enter the excavation must be trained to work in hazardous environments.

Safety Equipment - equipment necessary to maintain safe working conditions in and around the excavation must be provided.

Contaminated Material Handling - soils occurring above the groundwater level are suspected of contamination. The size of the excavation should be limited to practicable minimum. Contaminated soils are to be excavated and isolated to protect the surrounding area from contamination. These materials are to be used as backfill if determined to be structurally suitable or are to be hauled to an approved treatment and disposal site.

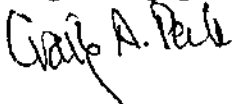
Sub-groundwater Material Handling - soils currently below the groundwater level are not expected to be contaminated. These materials if found to be structurally suitable are to be used as backfill. The volume of the wetwell and its foundation materials is to be deducted for these soils to maximize the reuse of the contaminated soils as backfill.

Pumped Groundwater - water being pumped from the excavation must be treated to remove contaminants. The excavation must be dewatered as effectively as practicable to minimize further contamination of soils below the original groundwater level. The treated water must be laboratory tested for petroleum residuals and found to be free of contaminants prior to discharge into the storm drainage system.

Mr. Kraig Miller
June 14, 1993
Page 2

These issues are to be discussed at our 10:00 meeting this morning at your office. A cost proposal and a schedule must be reviewed and approved by the City prior to beginning the work. The cost proposal and schedule must identify the original scope of work, cost, and schedule to clearly define the changes necessitated by the discover of the contaminated material.

Very truly yours,

A handwritten signature in cursive script that reads "Craig A. Peck". The signature is written in dark ink and is positioned above the typed name.

Craig A. Peck

GeoEngineers

FAX TRANSMITTAL

6240 Tacoma Mall Blvd, Suite 318
Tacoma, Washington 98409
Telephone: (206) 471-0379
Fax: (206) 471-0521

To: City of Gig Harbor

Date: June 24, 1993

File: 2955-002-T03

Fax Number: 851-8563

Attention: Ben Yazichi

Regarding: ULID #3 Sewer Line

Pages	Date	Description
1	06/24/93	Fax Transmittal
10	06/16/93	ETC/Northwest - Analytical Lab Report
1	05/28/93	GeoEngineers Field Report

Total Pages: ~~11~~ 12

Comments: Please call if you need additional information.

Signed

John H. Biggane
John H. Biggane

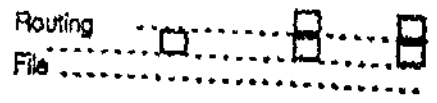
ETC/Northwest

Formerly Pacific Northwest Environmental Laboratory

6645 - 185th Avenue NE, Suite 100
Redmond, WA 98052
(206) 885-0083
FAX (206) 883-8528

Geo Engineers

JUN 18 1993



June 16, 1993

Terry Parks
Geo Engineers
6240 Tacoma Mall BLVD Suite 318
Tacoma WA 98409

Subject: Project 2955-02-T03
ETC/NW Batch 4852

Enclosed are the results for the samples collected on May 26 and received by ETC/Northwest on May 27, 1993.

A brief discussion of the analytical methodologies employed is presented, as well as a summary of quality control data generated as part of the analyses. The following narrative is considered an integral part of this report. Reproduction of reports is encouraged to be in whole, not in part. Results apply only to the samples analyzed.

Release of the data contained in this hardcopy data package has been authorized by the Laboratory Manager or designee, as verified by the following signature.

If you require any additional information, please feel free to contact one of our Project Managers.

Respectfully submitted,
William J. Burton, PhD
QA Manager
Enclosures
imo

ETC/Northwest

Formerly Pacific Northwest Environmental Laboratory

NARRATIVE FOR ETC/NW 4852

The samples for this project were received and assigned a corresponding ETC/Northwest identification number as follows:

<u>ETC/NW ID</u>	<u>CLIENT ID</u>	<u>ETC/NW ID</u>	<u>CLIENT ID</u>
4852-01	52693-01	4852-02	52693-02

Listed below are anomalies and narratives associated with the receipt and/or analysis of these samples. This narrative is an integral portion of this data package and should not be separated from the following pages.

Sample Receiving

There were no anomalies associated with the receipt of these samples.

Purgeable Aromatics (BTEX) by GC Benzene, Toluene, Ethylbenzene, and Xylene by Method 8020, Test Methods for Evaluating Solid Waste, United States Environmental Protection Agency, SW-846, 3rd Ed., 1986.

There were no anomalies associated with the extraction and analysis of these samples and their associated QC.

Analytical results are reported on a dry-weight basis.

The reported concentrations in samples 4852-01 and 4852-02 are based on the analyses of dilutions.

All samples in this case were batched with QC samples previously reported in ETC/Northwest Case 4825. All comments concerning QC results and sample analyses are summarized here.

Total Petroleum Hydrocarbons as Gasoline by GC Gas Chromatographic Analysis by WTPH-G, April 1992 update, Appendix L, Guidance for Remediation of Releases from Underground Storage Tanks, July 1991.

There were no anomalies associated with the extraction and analysis of these samples and their associated QC.

Analytical results are reported on a dry-weight basis.

NARRATIVE FOR ETC/NW 4852

Samples are spiked with surrogate compounds at the levels specified by the method. In this case, the concentration of analytes present in the sample required that the sample be diluted prior to analysis. As a consequence, the surrogates were diluted as well, and the resulting surrogate concentrations were too low for accurate determination of recoveries.

The reported concentrations in samples 4852-01 and 4852-02 are based on the analyses of dilutions.

CHAIN OF CUSTODY RECORD

GEOENGINEERS, INC.

6240 TACOMA MALL BLVD. SUITE 318
TACOMA, WASHINGTON 98409
(206) 471-0379

DATE 5/26/93
PAGE 1 OF 1
LAB _____
LAB NO. _____

PROJECT NAME/LOCATION						ANALYSIS REQUIRED											NOTES/COMMENTS							
ACTIVE CONSTRUCTION																	(Preserved, filtered, etc.)							
PROJECT NUMBER <u>2955-02-703</u>																								
PROJECT MANAGER <u>TERRY PARKS</u>																								
SAMPLED BY <u>JON C. Koloski</u>																								
SAMPLE IDENTIFICATION		SAMPLE COLLECTION			# OF																			
LAB	GEOENGINEERS	DATE	TIME	MATRIX	JARS																			
<u>01</u>	<u>52693-1</u>	<u>5/26</u>	<u>11:00</u>	<u>SOIL</u>	<u>1</u>	<u>X</u>	<u>X</u>																	<u>NORTH WALL 6'</u>
<u>02</u>	<u>52693-2</u>	<u>5/26</u>	<u>11:00</u>	<u>SOIL</u>	<u>1</u>																			<u>SOUTH WALL 6'</u>

RELINQUISHED BY	FIRM <u>GET</u>	RELINQUISHED BY	FIRM	RELINQUISHED BY	FIRM
SIGNATURE	<u>Jon C. Koloski</u>	SIGNATURE		SIGNATURE	
PRINTED NAME	<u>JON C. Koloski</u>	PRINTED NAME		PRINTED NAME	
DATE	<u>5/26/93</u>	DATE		DATE	
	TIME <u>1:30 PM</u>		TIME		TIME
RECEIVED BY	FIRM <u>GETC-NW</u>	RECEIVED BY	FIRM	RECEIVED BY	FIRM
SIGNATURE	<u>Bradley C. Leross</u>	SIGNATURE		SIGNATURE	
PRINTED NAME	<u>BRADLEY C. LEROSS</u>	PRINTED NAME		PRINTED NAME	
DATE	<u>5/27/93</u>	DATE		DATE	
	TIME <u>17:15</u>		TIME		TIME

ADDITIONAL COMMENTS:
24 HR TURN AROUND

004

DATA REPORTING QUALIFIERS

Some of these qualifiers may appear in this analytical data report. Soil samples are analyzed and reported on a dry weight basis unless otherwise noted.

Organics Data Qualifiers

- A - This flag indicates that a TIC is a suspected aldol-condensation product.
- B - Indicates compound was found in the associated blank as well as in the sample.
- C - This flag applies to pesticide results where the identification has been confirmed by GC/MS.
- D - This flag identifies all compounds identified in an analysis at a secondary dilution factor.
- E - This flag identifies compounds whose concentrations exceed the calibration range of the GC/MS instrument for that specific analysis.
- J - Indicates an estimated value. This flag is used either when estimating a concentration for tentatively identified compounds where a 1:1 response is assumed, or when the mass spectral data indicate the presence of a target compound that meets the identification criteria but the result is less than the sample quantitation limit but greater than zero.
- L - Compound detected in leachate blank.
- M - Indicates value is taken from a medium level analysis.
- N - Indicates that the identity of the compound is based upon a mass spectral library search (applies to tentatively identified compounds only).
- ND- Not detected. Detection limit shown in parentheses.
- NQ- Not quantitated as...
- U - Indicates compound was analyzed for but not detected at the given detection limit. The sample quantitation limit was corrected for dilution and for percent moisture, when applicable.
- X - Other specific flags and footnotes may be required to properly define the results. If more than two qualifiers are required for a sample result, the "X" flag combines several flags, as needed. For instance, the "X" flag might combine the "A," "B," and "D" flags for some sample.
- Z - Spike compound diluted out, recovery value could not be determined.

Inorganics Data Qualifiers

- NA- Relative percent difference calculation is not applicable to analytes when not detected.
- NC- Not calculated when analyte is not detected.
- NS- Not calculated when sample concentration of analyte exceeds spike level by a factor of four or more.
- U - Indicates that analyte was analyzed for but not detected. The number is the minimum attainable detection limit for the sample.
- B - Indicates that the reported value is less than the Contract Required Detection Limit (CRDL) but greater than or equal to the Instrument Detection Limit (IDL).
- E - The reported value is estimated because of the presence of interference. An explanatory note must be included under Comments on the Cover Page (if the problem applies to all samples) or on the specific FORM-I (if it is an isolated problem).
- M - Duplicate Injection precision not met.
- N - Spike sample recovery not within control limits.
- S - The reported value was determined by the Method of Standard Additions (MSA).
- W - Post-digestion spike for furnace AA analysis is out of control limits (85-115%), while sample absorbance is less than 50% of spike absorbance. (See Exhibit E.)
- * - Duplicate analysis not within control limits.
- + - Correlation coefficient for the MSA is less than 0.995.

Inorganics Method Qualifiers

- CV- Manual Cold Vapor AA
- F - FURNACE AA
- P - ICP

ETC/Northwest

(BTEX) Purgeable Aromatics by GC

Method 8020

Client Sample ID	EXTRACT BLANK	52693-1	52693-2
ETC/NW Sample ID	4852-EB	4852-01	4852-02
Matrix	SOIL	SOIL	SOIL
Date Sampled	N/A	05/26/93	05/26/93
Date Received	N/A	05/27/93	05/27/93
Date Extracted	05/28/93	05/28/93	05/28/93
Date Analyzed	05/28/93	05/28/93	05/28/93
Units of Measure	UG/KG	UG/KG	UG/KG

Compound

Benzene	50 U	500 U	590
Toluene	50 U	3900	2600
Ethylbenzene	50 U	8900	5900
Total Xylenes	50 U	45000	24000

ETC/Northwest

(BTEX) Purgeable Aromatics by GC

Method 8020

930430:BTEX

SURROGATE RECOVERY

% Fluorobenzene

	A	B
4852-EB	87	86
4852-01	72	111
4852-02	145	97
4825-02 MS	74	70
4825-02 MSD	79	76

Recovery Limits

Channel A

73-117

Channel B

76-118

ETC/Northwest

(BTEX) Purgeable Aromatics by GC

Method 8020

930430:BTEX

MS/MSD

Client Sample ID N/A
 ETC/NW Sample ID 4825-02
 Matrix SOIL
 Date Sampled 05/11/93
 Date Received 05/11/93
 Date Extracted 05/19/93
 Date Analyzed 05/26/93
 Units of Measure UG/KG

Matrix Spike

Compound	Spike Added	Sample Conc.	MS Conc.	MS % Recovery
Benzene	1000	68 U	875	88
Toluene	1000	68 U	889	89
Chlorobenzene	1000	68 U	916	92
Fluorobenzene	---	---	---	74

Matrix Spike Duplicate

Compound	Spike Added	MSD Conc.	MSD % Recovery	% RPD
Benzene	1000	998	100	13
Toluene	1000	1053	105	16
Chlorobenzene	1000	1067	107	15
Fluorobenzene	---	---	79	6.5

CompoundWater QC Limits.....	Soil QC Limits.....	
	RPD	Rec.	RPD	Rec.
Benzene	11	76-127	21	66-142
Toluene	13	76-125	21	59-139
Chlorobenzene	13	75-130	21	60-133

ETC/Northwest

Total Petroleum Hydrocarbons as Gasoline by GC

WA DOE Method WTPH-G

930430:WHG

Client Sample ID	EXTRACT BLANK	52693-1	52693-1	52693-2
ETC/NW Sample ID	4852-EB	4852-01	4852-01 DUP	4852-02
Matrix	SOIL	SOIL	SOIL	SOIL
Date Sampled	N/A	05/26/93	05/26/93	05/26/93
Date Received	N/A	05/27/93	05/27/93	05/27/93
Date Extracted	05/28/93	05/28/93	05/28/93	05/28/93
Date Analyzed	05/28/93	05/28/93	05/28/93	05/28/93
Units of Measure	MG/KG	MG/KG	MG/KG	MG/KG

Compound

TVPH Quantitated as

Gasoline	5 U	540	570	270
Toluene to n-C12				

ETC/Northwest

Total Petroleum Hydrocarbons as Gasoline by GC

WA DOE Method WTPH-G

930430:WHG


SURROGATE RECOVERY

% 4-Bromofluorobenzene

4852-EB	81
4852-01	Z
4852-01 DUP	Z
4852-02	Z

Recovery Limits

50-150

 6240 Tacoma Mall Blvd, Suite 318 Tacoma, Washington 98409 (206) 471-0379	FIELD REPORT		File Number: 2955-02-T03
	Project: ULID #3 SEWER LINE		Date: May 28, 1993
	Owner: City of Gig Harbor		Report Number: 1
Prepared By: Jon C. Koloski	Location: Gig Harbor	Arrival: 1030	Page: 1
Purpose of Visit: Obtain soil samples	Weather: Overcast	Departure: 1100	Permit Number:

The site was visited today at the request of Kraig Miller of Active Construction to evaluate the possible presence of petroleum contaminated soil in a trench being excavated for a wet well.

The trench is located along the east side of Harbor View Drive near station 94+00 of the sanitary sewer line route. A Unocal service station is located about 50 feet north of the trench. At the time of our arrival the trench was about 7 feet deep and 15 feet long. Soil conditions consisted of a brown fine to medium sand with silt. Groundwater was observed at 6 feet. A moderate sheen was observed on the groundwater along with a strong hydrocarbon odor.

Two soil samples were obtained from the trench using the excavator. The samples were taken from about 5 feet and were field screened using the TLV headspace and sheen test methods. Results of the field screening were as follows: TLV Headspace 6000 PPM

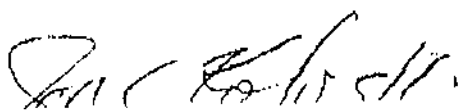
Sheen Test - Heavy Sheen

Soil samples were submitted to PNEL on May 27, 1993 for chemical analysis. No further excavating was to take place today, Active intends to backfill the trench with the soil that was excavated.

This report presents opinions formed as a result of our observations of activities relating to geotechnical engineering. We rely on the contractor to comply with the plans and specifications throughout the duration of the project irrespective of the presence of our representatives. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. Our firm will not be responsible for job or site safety on this project.

Attachments:

Distribution:

Signed: 



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND THE CITY COUNCIL MEMBERS
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BPM*
RE: AMENDMENT TO THE GRAY & OSBORNE INC. PROFESSIONAL SERVICES CONTRACT - THERMOPHILIC DIGESTER DESIGN.
DATE: JUNE 25, 1993

INTRODUCTION

We have been investigating various options to deal with our biosolid disposal issue. Among all the options, being able to produce a Class A biosolid (almost 100% pathogen free) and to use this product as soil amendment appears to be the best solution for us.

In order for us to produce Class A bio-solid, we need to modify our current treatment plant design to include a thermophilic digester for our next plant expansion project. The purpose of this memorandum is to obtain your authorization to amend our current treatment plant design contract with Gray & Osborne Inc. up to \$22,000.00 to complete necessary design and construction drawings for a thermophilic digester.

BACKGROUND

The City had utilized Solganic Corporation to dispose our bio-solids. The Solganic Corporation was hauling our biosolids to Centralia, Washington, and disposing it in an old mine field. The Solganic Corporation went out of business in 1992. We then started using the Kitsap County Olympic View Sanitary Sewer Landfill.

In March, 1992, we received a letter from the Kitsap County Health Department saying that effective July 1, 1993, we will no longer be allowed to dispose our bio-solid at the Olympic View Landfill. While we were looking for alternatives, we asked the Health Department for an extension from the July dead line and we were granted an extension until January 1, 1994.

We have been looking for options for biosolid disposal ever since we received the notice from the Bremerton-Kitsap County Health Department. The following is the list of options:

1) Utilize Metro's Eastern Washington Site. In order to utilize this site, we need to produce 18% or greater percentage of solids. Our current process allows us to produce a maximum of 12% solids. Therefore, this option is not available to us at this time. It may be a viable option for us after the plant is expanded when we start producing 18% or greater biosolids. The cost

of this option is, however, almost three times greater than our current costs and it is not clear to Metro how long this option will be available. Furthermore, we will be dependent on Metro for disposal of our biosolids.

2) Pope Resources Land Application. Pope Resources Company owns forest land located just outside of Bremerton. We wanted to work with them for a potential land application at this site. They are interested in working with us also. However, we still have not been able to resolve the following issues.

2.1 Pope Resources does not have necessary environmental permits for land application for this site and it may take a while to obtain such permits.

2.2 The land application requires biosolid to be 4% or less in solid content. Given this, we would be hauling almost water to this site and transportation costs, consequently, can be very expensive.

2.3 Under this option, we cannot transport biosolids with a container box as we are currently. We would have to purchase a tanker truck or contract with a third party for hauling the biosolids.

2.4 Most importantly, we will still be dependent on somebody for disposing our biosolids.

3) Northwest Cascade Inc. Composting. This company composts biosolids at their Puyallup site and markets the composted product to the general public and landscaping contractors. They are having some marketing problems at this time and have told us that they are not interested in composting our biosolids. As a matter of fact, they have asked other municipalities with whom they have contracts, i.e., City of Tacoma, to not bring any biosolids to their site for two months.

4) City of Tacoma Waste Water Treatment Plant. In this option, we haul our biosolids to the Tacoma Treatment Plant to be used as a soil amendment after it is processed. The cost of this option is twice as much as what we currently pay to the Landfill. One of the conditions of our agreement requires us to assist Tacoma to market this product. This agreement will be valid for two years effective immediately.

The Tacoma Treatment Plant is the only place in Washington State where Class A biosolid is produced through thermophilic digestion process. There are other ways of producing Class A biosolids, but none of them as practical as the thermophilic digester process. Providing lime addition, for example, also provides Class A biosolid. However, the use of this type of biosolid is very restrictive as PH value of the biosolid is very low and, consequently, it does not have value as a soil amender. Another way of producing Class A biosolid is to do composting. This process primarily involves mixing biosolids with yard waste and/or saw dust and waiting

for a period of 30 days. The 30 day period is necessary so that the temperature will increase within the pile over time and in turn will kill pathogens. One of the biggest disadvantage of this process is it requires a large site and could have a substantial odor problem. The biggest advantage is that it can be used as a soil amendment.

Since we are in the process of expanding our treatment plant capacity, this is a good opportunity for us to modify our current treatment process to be able to produce Class A biosolids. I believe we can do this by converting our existing west digester at the treatment plant to a multi-stage aerobic digester which has a process that operates at thermophilic temperatures (55 -60 C). This digestion process uses heat released during digestion to attain and retain high temperatures. The system has many benefits: a high disinfection capability, low space and tankage requirements, and high sludge treatment rate. This process is also recognized in the EPA Rule 503 Sludge regulations as a Process to Further Reduce Pathogens and is capable of producing Class A biosolids. This material would be acceptable under 503 Regulations for mixing with topsoil and distribution to the public as a soil amendment, similar to the operation at the City of Tacoma treatment plant.

The marketing aspect of this product can be a challenge. However, I am confident that we can overcome this challenge. We have contacted some local nurseries and it looks like the product can be easily marketed. The Rosedale Gardens, for example, markets 4,000 cubic yards of a biosolid composted product annually. Mr. Scott Young, owner of the nursery, indicated that he would be interested in marketing our product if the terms are reasonable.

Even if we cannot use our entire biosolids as soil amendment, by having Class A biosolids we would be in much better position for land application. The new EPA rules are much more flexible for Class A biosolids than Class B. For any land application, for example, there will not be any site restriction for Class A biosolids. General public access to the forest land is allowed after Class A biosolid is applied; there is no waiting time for agriculture crops after the Class A biosolid is applied. Although landfill applications are strictly discouraged, it is much easier to implement landfill application with Class A biosolid than Class B biosolid.

POLICY ISSUES

Finding solutions to the disposal of biosolids is getting to be very difficult. Environmental Protection Agency (EPA) just published it's regulations (EPA 503) for disposal of biosolids. According to the new regulations, disposal of Class B biosolids (which we now produce) is becoming more and more restrictive.

We need to find a long term and self sufficient solution to our biosolid disposal problem. In order to achieve that, we need to start producing a higher class biosolid.

We need to have diversified options for dealing with biosolids. Even if we choose to proceed with producing Class A biosolid, we should continue to seek secondary options for the

disposal. For this reason, we are meeting with City of Port Orchard, Kitsap County, City of Bremerton and the Sewer District #5 in Kitsap County to find a regional Peninsula solution to this complex problem.

FINANCIAL IMPACT

It would cost us up to \$22,000 to have our treatment plant expansion project design consultant design a thermophilic digester for us. The construction of this digester will be approximately \$210,000.

Neither this design cost nor the construction cost is budgeted in our 1993 budget as the severity of the biosolid disposal problem was not evident during the preparation of the 1993 budget. We all thought that we had a very long term solution until EPA 503 regulations were published this year and until we received the notice from Bremerton-Kitsap county Health Department.

We have approximately \$1,200,000.00 in our Sewer Capital Asset fund. If the Council approves this project, the funds for the design and construction will come from this fund. We will also apply for 0% interest State Revolving Funds to finance a part or all of the project cost.

We have also looked for purchasing "package" thermophilic digester. The quotes we received were outrageous--ranging anywhere from \$500,000.00 to \$750,000.00. I believe our total costs will be substantially less with a design tailored to our needs by our design consultant, rather than purchasing a package deal.

The consultant will prepare contract documentation, specifications, design and construction drawings for converting the existing west open-top conventional aerobic digester to a covered thermophilic aerobic digester. This digester system will provide adequate capacity to treat sludge generated at the design flow of 1.6 million gallons per day, and will be capable of producing a biosolids meeting the EPA Rule 503 Class A Biosolids requirements. In addition to preparation of Plans and Specifications, the existing Facility Plan, SERB and SEPA Checklists will be revised to incorporate the proposed modifications. The consultant will also prepare an Operations and Maintenance Manual for this digester. Furthermore, the consultant will also prepare Plans and Specifications for construction of an effluent dechlorination system using chemical injection. The Facilities Plan, SERB and SEPA documents will be revised for this task as well. An operation and Maintenance Manual will also be developed for the dechlorination system.

RECOMMENDATION:

The Public Works Committee Members: Councilman Bob Frisbie, Councilman John English and myself reviewed this proposal in detail. The Committee is comfortable with this design

Mayor Wilbert and City Council

June 25, 1993

Page 5

change and supports the proposal.

I recommend a council motion to approve the enclosed Professional Services Contract Amendment for authorizing Gray & Osborne, Inc to performed the tasks that are listed Under Section II of the Amendment for a fee of not to exceed \$22,000.00.



CONSULTING ENGINEERS

701 Dexter Ave. N., Ste. 200 • Seattle, Washington 98109 • 206-254-0860
Tel. Fax 206-263-3206
4812 - 112th Street S.W. • Tacoma, Washington 98499 • 206-582-2663
107 South 3rd Street • Yakima, Washington 98901 • 509-453-4833
REPLY TO SEATTLE OFFICE

June 25, 1993


Mr. Ben Yazici, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
P.O. Box 145
Gig Harbor, Washington 98335

SUBJECT: CONTRACT ADDENDUM FOR DESIGN OF AUTOTHERMAL
THERMOPHILIC AEROBIC DIGESTERS AND EFFLUENT
DECHLORINATION SYSTEM, WASTEWATER TREATMENT
PLANT EXPANSION, CITY OF GIG HARBOR, PIERCE COUNTY,
WASHINGTON; G&O #91761

Dear Mr. Yazici:

Enclosed please find two (2) signed copies of Addendum No. 2 to the existing engineering services contract for "Engineering Report, Final Design and Construction Management - Wastewater Treatment Plant Expansion" for the design of autothermal thermophilic aerobic digesters and an effluent dechlorination system as part of the expansion of the Gig Harbor Wastewater Treatment Plant. Please sign one copy and return it to Gray and Osborne. In addition to preparation of Plans and Specifications, the scope of work includes revisions to the existing Facility Plan and the SERP and SEPA checklists.

If you have any questions, please contact us.

Very truly yours,
GRAY & OSBORNE, INC.

John P. Wilson, P.E.

JPW/mlr
Encl.

**CITY OF GIG HARBOR
AND
GRAY & OSBORNE, INC.
ADDENDUM NO. 2
CONTRACT FOR ENGINEERING SERVICES**

City of Gig Harbor

Gray & Osborne, Inc.

P.O. Box 145

701 Dexter Avenue North, #200

Gig Harbor, WA 98335

Seattle, WA 98109

PROJECT: Engineering Report, Final Design and Construction Management -
 Wastewater Treatment Plant Expansion

This Addendum No. 2 to the existing Contract for Engineering Services, entered into this _____ day of _____ 1993, by the City of Gig Harbor, hereinafter referred to as "City" or "Owner", and Gray & Osborne, Inc., hereinafter referred to as "Engineer", is on the following terms and conditions.

WITNESSETH: That there now exists between the City and the Engineer a "Contract for Engineering Services" and Addendum No. 1 for "Engineering Report, Final Design and Construction Management-Wastewater Treatment Plant Expansion" dated October 2, 1991, which Contract provides therein for the Engineering Services required to provide design and construction management for expansion modifications to the existing Wastewater Treatment Plant, Sections I through VI, with a cost ceiling of \$212,160.00; and

WHEREAS: The city is desirous to have the Engineer design an autothermal thermophilic aerobic digestion system and an effluent dechlorination system for the Wastewater Treatment Plant Expansion under Section II: Scope of Services of the above described contract.

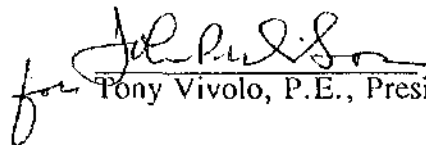
Now, therefore, in consideration of the mutual covenant and agreements herein contained the parties hereto mutually agree to the terms and conditions set forth in the following sections.

IN WITNESS WHEREOF, the Parties hereto execute this contract addendum on this ___ day of _____, 19__.

APPROVED:
CITY OF GIG HARBOR

Mayor

ATTEST:

 **JOHN P. WILSON**
Tony Vivolo, P.E., President **PRINCIPAL**

SECTION II

Those parts of Section II: Scope of Services, paragraph "A" (Engineering Report Update), and paragraph "B" (Final Design and Construction Management) and Section IV: Payment, paragraph "A" of said October 2, 1991, Contract for Engineering Services is herewith amended to include the following described additional tasks of the work to be accomplished together with an estimated cost. The costs shall not be exceeded without a formal amendment to this Agreement and Contract.

SCOPE OF SERVICES

Exhibit A - Scope of Work (Update Eng Report/Final Design)

Autothermal Thermophilic Aerobic Digestion System

Plans and Specifications will be prepared for converting the existing west open-top conventional aerobic digester to a covered thermophilic aerobic digester. The autothermal aerobic digestion system uses heat released during digestion of sludge to maintain a temperature in the thermophilic range (55 to 60 °C). At this high operating temperature, both volatile solids reduction and disinfection efficiency are improved. The resulting digester system will provide adequate capacity to treat sludge generated at a the design flow of 1.6 MGD, and will be capable of producing a sludge meeting the EPA Rule 503 Class A Biosolids requirements. In addition to preparation of Plans and Specifications, the existing Facility Plan and the SERP and SEPA Checklists will be revised to incorporate the proposed modifications. The modifications will be incorporated in the Operations & Maintenance Manual Addendum.

Effluent Dechlorination System

Plans and Specifications will be prepared for construction of an effluent dechlorination system using chemical injection. Chemical injection at the discharge of the existing chlorine contact tanks will result in removal of the chlorine residual in the effluent. In addition to preparation of Plans and Specifications, the existing Facility Plan and the SERP and SEPA Checklists will be revised to incorporate the proposed modifications. The modifications will be incorporated in the Operations & Maintenance Manual Addendum.

SECTION IV

PAYMENT

The Engineer shall be compensated on the basis of reimbursable costs plus a fixed fee. The estimated costs for the scope of services set forth in Section II are as follows:

	<u>Reimbursable</u>	<u>Fixed Fee</u>	<u>Total</u>
1. Update Engineering Report	\$21,365.00	\$1,955.00	\$23,320.00
2. Final Design Treatment Plant	108,334.00	9,428.00	117,762.00
3. Construction Management Treatment Plant	29,920.00	2,912.00	32,832.00
4. Operation & Maintenance Manual Addendum	7,299.00	650.00	7,949.00
5. Participate in Value Engineering Study Wastewater Treatment Facility Design	4,866.00	487.00	5,353.00
6. Outfall Analysis	12,618.00	1,262.00	13,880.00
7. Sediment Sampling & Analysis	10,058.00	1,006.00	11,064.00
8. Design of Autothermal Thermophilic Aerobic Digestion System and Effluent Dechlorination System	20,165.00	1,835.00	22,000.00
TOTAL COSTS:	\$214,625.00	\$19,535.00	\$234,160.00

The estimated reimbursable costs for the scope of services set forth in Section II is \$214,265. The fixed fee for this scope of work shall be \$19,535. The total maximum payment to the engineer for services provided under this contract shall not exceed \$234,160.

The total amount paid to the Engineer for direct labor, overhead (indirect costs), other direct costs and fee for the performance of services as described above shall not exceed the established initial cost ceiling of \$234,160, unless agreed to in advance and in writing by the City Administrator, upon approval of the City Council, after demonstration by the Engineer that additional engineering-related services above that amount projected and agreed to herein are necessary to adequately complete this project. If changes in the scope of the work for services under this Contract Amendment occur, an adjustment in the initial cost ceiling shall be negotiated by the Engineer and the Owner and an amendment executed.




City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

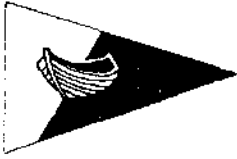
GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT 
DATE: June 22, 1993
SUBJ: PLANNING COMMISSION POSITION

Carl Halsan has accepted my offer for reappointment to another six year term on the Planning Commission.

Confirmation by the City Council is respectfully requested. Thank you.



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

To: Mayor Wilbert and City Council
From: Mark Hoppen, City Administrator *MH*
Subject: Gig Harbor Senior Center Grant
Date: June 22, 1993

Pierce County, through its Department of Community Development, is extending the opportunity for the City of Gig Harbor to receive \$10,000 for the purpose of hiring an architect to determine the feasibility of constructing a community center with a primary focus on seniors and to prepare a design of such a facility. Essentially, the City Council would have to agree to the contract terms as specified in the attached contract. Pierce County would manage the contract and would evaluate compliance with the grant based on the criteria listed on page 4 of the contract document.

Sections II, III, and IV on page 9 are not applicable to this project. As per section VIII, page 13, the County will be the primary manager of records. Section XI, which involves real property acquired or improved, does not apply to this design project.

The City would need to advertise for an architect for the project in the Gateway and establish a Selection Committee to review all submittals from architectural firms.

These project monies are not wholly dependant, but are linked to a concept of utilizing a portion of Harbor Green Park (previously known as Grandview Park or Shyleen Park) for the development of the center. Less than one-sixth of the park acreage is envisioned for such use, adjacent and south of the water tower on the site. The project would be dependent on access through the Peninsula School District parking area adjacent to the old Harbor Heights School. The entire facility and parking area would not be noticeable to nearby residential areas.

Mr. Dave Freeman, who has volunteered his time to develop a conceptual schematic of the project, will be present to explain the schematic. Mr. Freeman would likely seek the design contract should Council approve it, but has volunteered his time thus far with the clear understanding that an impartial committee will evaluate contract applicants.

Recommendation: Recognizing that the approval of the grant relationship with Pierce County and the commitment in concept of a minor portion of the Harbor Green Park site are separate issues, the recommendation is to move to approve the signing of the grant agreement for the design of the center and to move to utilize the space at Harbor Green Park identified in the schematic for such a design.

Title: Gig Harbor Senior Center

Start Date:
End Date: 6/30/94
FY/\$:89/ \$10,000.00
Subgrantee: City of Gig Harbor
Contact: Mark Hoppen, City Administrator
Telephone: (206)-851-8136

SUBGRANTEE AGREEMENT FOR PHYSICAL IMPROVEMENT PROJECTS

Between PIERCE COUNTY, through its Department of Community and Economic Development (identified in this document as the County) and City of Gig Harbor, WA. (identified in this document as the Subgrantee), for the project identified as Gig Harbor Senior Center which is a federally funded project through Block Grant B-89-UC-53-0002 from the U.S. Department of Housing and Urban Development. The parties are desirous of entering into an agreement as follows:

WITNESS: The parties hereto agree to faithfully perform the following services in accordance with stated terms and conditions.

I. SCOPE OF SERVICES

- A. The intent of this Agreement is to provide funds to the City of Gig Harbor so that an architectural firm may be selected and hired to determine the feasibility of constructing a senior center and to prepare schematic design drawings of such a facility.
- B. To accomplish the intent of this Agreement, the Subgrantee and the County shall perform the services described in Exhibit A which is made a part of this Agreement.

II. CONSIDERATION

In consideration of the mutual promises given and the benefits to be derived from this Agreement, the County agrees to provide Block Grant funds in the amount of \$10,000.00 to accomplish the Scope of Services described above. The project budget and applicable financial requirements are provided as Exhibit B which is made a part of this Agreement. BARS NUMBER: 134.989.3456.55950.62.0062.

III. PERIOD OF PERFORMANCE

The Agreement shall be effective _____ and, subject to Article IV of Exhibit D, shall be completed no later than June 30, 1994.

IV. INSURANCE AND BONDS

The Subgrantee and its Contractors and Consultants shall maintain insurance and bonds as specified in Exhibit C.

V. GENERAL TERMS AND CONDITIONS

The general terms and conditions of this Agreement are provided as Exhibit D which is made a part of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed as of the date noted above.

PIERCE COUNTY CONTRACT APPROVAL FORM.

CONTRACT NAME _____ CONTRACT NO. _____

CITY OF GIG HARBOR
SUBGRANTEE

DEPARTMENT DIRECTOR

DATE

MAYOR GRETCHEN WILBERT

PROSECUTOR (as to form)

DATE

ATTEST: MARK E. HOPPEN
CITY ADMINISTRATOR

RISK MANAGER

DATE

Mailing Address: (Street
Address Required In Addition
To P.O.Box.)

BUDGET & FINANCE

DATE

EXECUTIVE DIRECTOR

DATE

91-
FEDERAL I.D. NUMBER

COUNTY EXECUTIVE
(Over \$25,000.)

DATE

EXHIBIT A (pi)

STATEMENT OF WORK

The intent of this Agreement is to provide Community Development Block Grant funds to the City of Gig Harbor, Washington to select and hire an architectural firm to determine the feasibility of a senior center and to produce schematic drawings and a preliminary cost estimate.

I. To accomplish this intent, the Subgrantee shall:

- A. Comply with all noted regulations, requirements and conditions of the Agreement.
- B. Delegate to the Pierce County Department of Community and Economic Development the authority and responsibility to act for the Subgrantee in planning, administering and implementing certain identified phases of this project in compliance with applicable local, state and federal laws and regulations.
- C. Evidence contract compliance and provide contract documentation as follows:
 1. Compliance will be judged by the following performance criteria:
 - a. Establish a Scope of Work for the project.
 - b. Assist in advertising in local newspapers for Proposals from qualified, Washington State licensed, architectural firms.
 - c. Establish a Selection Committee to review all submittals from architectural firms.
 - d. Select an architectural firm based on pre-determined criteria and qualification requirements to execute the scope of work.
 - e. Assist in negotiating a contract with the selected architectural firm.
 - f. Provide the architect with such information or data as requested by the architect.
 - g. Assist in scheduling and facilitating meetings with the architect, the City Council, the Mayor, the American Association of Retired Persons-Gig Harbor Chapter, and the general public.
 - h. Evaluate the schematic design(s) produced, and select one such design for further evaluation or development.
 - i. Provide to the Pierce County Department of Community and Economic Development one full set of drawings, specifications, cost estimates, and any other data prepared by the architect.
 2. Failure to implement the project or to demonstrate substantial progress within 90 days of signature of this Agreement, or to meet an average of 90 percent of the performance criteria for three consecutive months shall cause the County to re-evaluate the need for and methods of the project. The result of such re-evaluation may necessitate re-structuring of the project; redefinition of goals and objectives; or termination of the contract for lack of need, ineffective or improper use of funds

and/or failure to implement the project in a timely and reasonable manner.

3. The Subgrantee shall provide information as required by the County to demonstrate compliance with regulations, eligibility, goals and objectives; to support the HUD annual Grantee Performance Report (GPR); and to support such other reports as may be required by the County.

II. To accomplish the intent of this project the County shall:

- A. Under the authority granted by the Subgrantee in I.B. above, the County will assist in implementing a project to evaluate the potential for constructing a seniors' center in Gig Harbor and hiring an architect to produce a schematic design. The County will also manage and disburse Block Grant funds and direct the disbursement of other project funds; issue, administer and closeout all contracts; direct the services of all consultants; and perform all administrative and technical responsibilities necessary to carry out the intent of this project.
- B. The County shall regularly consult with, and obtain the concurrence or approval of the Subgrantee on all matters of significance to the project.
- C. Provide administrative and financial oversight and direction in accordance with established laws and regulations.
- D. Provide technical assistance to the Subgrantee and its contractors and subcontractors, particularly regarding compliance with federal and local laws and regulations and in development of processes and procedures to assure attainment of project goals and objectives.
- E. Monitor and evaluate program performance against performance criteria noted above.
- F. Pay, on a timely basis, all requests for payment which are eligible and appropriate for payment and which are supported by sufficient documentation.
- G. Assist in advertising in local print media for proposals and qualifications from Washington State licensed architectural firms.
- H. Receive such proposals from architectural firms and forward them to a selected review committee for rating.
- I. Assist the Selection Committee in developing rating criteria.
- J. Tender to the selected architectural firm a fixed fee contract with a scope of work defined by all parties. The contract will be the standard Pierce County Agreement between Consultant and Pierce County modified to include Gig Harbor.
- K. Assist in providing information as requested by Gig Harbor or by the architectural firm.
- L. Upon approval by Gig Harbor, pay billings from the architectural firm, or reimburse Gig Harbor for monies expended for the contracted professional services.
- M. Facilitate public meetings as necessary.

- N. Review the schematic design(s) for compliance with all HUD regulations.
- O. Maintain such records as required by HUD.

EXHIBIT B (pi)

BUDGET AND FINANCIAL REQUIREMENTS

- I. It is understood that Block Grant funds provided by this Agreement, and program income generated by this project, are federal funds administered by the County and are subject to those regulations and restrictions normally associated with federal programs including: OMB Circular A-21, A-87, A-110, A-122, A-128 and A-133 (as appropriate), the Washington State BAR's Manual, and other such uniform administrative requirements for grants-in-aid now in effect or which hereafter may be made applicable by local, state or federal laws or regulations. All of the above are incorporated in this Agreement by reference.
- II. It is expressly understood that Block Grant funds may only be used for costs applicable to this Agreement which are included in the attached, approved project budget, may not be used for the general administration or operation of the Subgrantee, and may not replace non-federal funds in any jointly funded project.
- III. Block Grant funds shall not be obligated for:
 - A. Costs incurred prior to issuance of formal Notice to Proceed, except as may be authorized for payment of the Subgrantee's Surety Bond, or such emergency services as may be authorized by the County in Exhibit A.
 - B. Any action subsequent to an order from the County for suspension or termination of the project except as may be reasonably necessary for the protection of life and property; which could not otherwise be avoided; or which is otherwise eligible if the action precipitating the order for suspension or termination is found to be acceptable to the County.
 - C. Costs subsequently found to be ineligible or inappropriate pursuant to federal regulations.
- IV. The Subgrantee shall refund to the County any payment or partial payment expended by the Subgrantee or its Contractors and Consultants which is subsequently found to be ineligible, inappropriate or illegal.
- V. Payment shall be by periodic request from the Subgrantee on its letterhead for approval by the County, for payment or reimbursement of costs actually incurred or profit earned supported by appropriate documentation, which proves beyond reasonable doubt that such payments are eligible and appropriate. Specific details regarding payment procedures may be worked out between the parties. The Subgrantee is prohibited from submitting claims in excess of actual requirements for carrying out the program. At a minimum, Subgrantee shall submit a payment request at least once

during any month in which the Subgrantee or its contractors or consultants has expenditures of \$1,000 or more.

VI. Subgrantees whose projects are funded by multiple agencies or from multiple funding years shall indicate in the project budget the agency and/or funding year from which the funds derive, and how those funds will be utilized.

VII. Program income generated as a result of this project shall not be utilized by the Subgrantee, but shall be returned to the County unless authorized to be used by the Subgrantee in Exhibit A of this Agreement, or by a Change Order to that Exhibit. When program income is authorized to be utilized by the Subgrantee, the program income shall be substantially disbursed/expended before requesting release of additional Block Grant funds from the U.S. Treasury.

VIII At the conclusion of this Agreement, all unexpended Block Grant funds, and any uncollected and/or unexpended program income remaining in Subgrantee's accounts, shall be immediately returned to the account of the County unless specifically authorized to the contrary by Exhibit A to this Agreement or by a Change Order to that Exhibit.

IX. BUDGET.

\$10,000.

For professional architectural and engineering services, Printing, Advertising, and expenses related to conducting a feasibility study and preparing schematic design(s) of the proposed seniors' center in Gig Harbor, WA.

EXHIBIT C (pi)

INSURANCE AND BONDS

The following insurance and bonding requirements shall be applicable to the Subgrantee, its contractors and consultants. Note: Pierce County is to be named as an additional insured on all insurance policies.

I. INSURANCE

The Subgrantee and its contractors and consultants shall carry throughout the life of this Agreement, General Liability insurance, Comprehensive Automobile Liability Insurance and such other coverage as may be appropriate. The Subgrantee shall complete the attached Certificate of Insurance which is made part of this Agreement, such liability coverage to be not less than \$500,000.

II. BOND

The Subgrantee shall maintain, throughout the life of this Agreement, an annual Fidelity or Performance Bond in the amount not less than 25 percent of the value of this Agreement. (NOT APPLICABLE. COMMUNITY DEVELOPMENT WILL EXPEND ALL MONIES DIRECTLY).

III. BID BOND

For any competitive construction bids required as part of this project, each bidder shall be required to submit with its bid, a bid bond in an amount not less than 5 percent of the value of the base bid, or in lieu of such bond, to provide other acceptable security in a like amount.

IV. CONSTRUCTION, PERFORMANCE & PAYMENT BONDS

Each construction contractor on this project shall be required to maintain, throughout the life of its construction contract, a 100 percent performance bond. Each construction contractor shall also maintain throughout the life of its construction contract, a payment bond, guaranteeing payment to subcontractors and suppliers in an amount equal to the total amount of work and materials to be subcontracted and/or purchased.

V. HOLD HARMLESS

The Subgrantee, and its contractors, subcontractors and consultants, agrees to defend, indemnify and save harmless Pierce County, its appointed and elected officers and employees from and against all loss or expense, including but not limited to, judgments, settlements, attorneys fees and costs by reason of any and all claims and demands upon the County, its appointed or elected officers or employees for damages because of personal or bodily injury, including death, at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Subgrantee, its contractors, subcontractors or consultants, and Pierce

County, its appointed and elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officers or employees.

If the claim, suit, or action for injuries, death, or damages as provided for in the preceding paragraph is caused by or results from the concurrent negligence of (a) the indemnitee or the indemnitee's agents or employees and (b) the indemnitor or the indemnitor's agents or employees, the indemnity provisions provided for in the preceding paragraph shall be valid and enforceable only to the extent of the indemnitor's negligence.

The Subgrantee, its contractors, subcontractors, or consultants specifically and expressly waive any immunity under Industrial Insurance Title 51, RCW, and acknowledges that this waiver was mutually agreed by the parties hereto.

EXHIBIT D (pi)

GENERAL TERMS AND CONDITIONS

I. CHANGES AND AMENDMENTS

- A. All changes and amendments to this Agreement shall be by written, formal Change Order in a style and form acceptable to the County.
- B. No change or amendment to this Agreement shall be implemented pending execution by both parties of the formal Change Order except when immediate implementation of the change or amendment shall be necessary and reasonable to protect life or property, or could not otherwise be avoided. In such instance, verbal confirmation shall be obtained as quickly as reasonably possible and a formal Change Order issued within three working days.

II. RELATIONSHIP

The relationship of the Subgrantee to the County shall be that of an independent agency. The Subgrantee shall have no authority to execute contracts or make agreements or commitments on behalf of the County and nothing in this Agreement shall be deemed to create the relationship of employer/employee or principal/agent between the parties.

III. ASSIGNABILITY

The Subgrantee shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the County.

IV. SUSPENSION AND TERMINATION

- A. There are five methods of suspension or termination of this agreement. They are:
 1. By fulfillment. The contract will be considered to be terminated upon fulfillment of its terms and conditions.
 2. By mutual consent. The Agreement may be terminated, or closed in whole or in part at any time if both parties consent to such termination or closure, the terms of which shall be documented in a Change Order to the Agreement.
 3. By 15 days notice for convenience. Pierce County may suspend or terminate this Agreement in whole or in part, for convenience, upon 15 days written notice to the Subgrantee.
 4. For cause. Pierce County may suspend or terminate this Agreement in whole or in part, for cause when the Subgrantee has failed in whole or in part to meet its commitments and obligations as outlined below and when Pierce County deems continuation to be detrimental to its interests. Cause includes:
 - a. failure to comply with the terms and conditions of this Agreement, or to substantiate compliance;

- b. ineffective, improper or illegal use of project funds or resources.
 - c. provision of materials, information, reports or documentation which is incomplete, incorrect or false, either knowingly or inadvertently;
 - d. failure to implement the project or to proceed thereon in accordance with approved project schedules;
 - e. any illegal act; or
 - f. failure to resolve in a timely fashion, audit findings associated with this or other federally-funded programs.
5. By impossibility. Pierce County may suspend or terminate this Agreement in whole or in part if, for any reason, the carrying out of this Agreement in the time and manner specified is rendered unfeasible or impossible.
- B. In the event of suspension or termination for convenience or cause, Pierce County shall provide formal, written notification of that fact to the Subgrantee by certified letter, or by letter requiring the Subgrantee's acknowledgement of receipt.
 - C. Upon receipt of such written notification, the other party shall immediately take action to comply, ceasing or stopping at its earliest opportunity such operations as may reasonably be stopped without endangering life or property. All actions for cause covered by the notice are to be fully suspended or terminated as quickly as possible but no more than five calendar days following receipt of said notification. All actions for convenience covered by the notice are to be fully suspended or terminated as quickly as possible but no more than 15 days following receipt of such notification. When additional actions of the Subgrantee are required to protect life or property, it shall immediately notify Pierce County in writing of such actions and shall proceed to implement any further written instructions of Pierce County.
 - D. In the event of such suspension or termination by Pierce County, the Subgrantee may recover any reasonable and otherwise allowable costs incurred in compliance with written direction of Pierce County relative to activities required to complete outstanding work or additional work resulting from such suspension or termination.
 - E. Pierce County may withhold or suspend payments due under this Agreement for any lawful purpose, but shall provide written instruction to the Subgrantee within five working days indicating actions which may be taken by them to release payment or remove suspension.
 - F. Termination of this agreement by the County at any time, with or without prior notice, shall not constitute a breach of this agreement.
 - G. Actions by either party under this Article shall not constitute a waiver of any claim by either party arising from conditions or situations leading to such suspension or termination.

V. PROCUREMENT, SUBCONTRACTS

The Subgrantee may, upon the County's prior review and specific written approval of the contract instrument, enter into any contract or procurement action authorized or necessary for the successful completion of this Agreement (other than contracts for incidental procurements not directly related to the accomplishment of this project which do not require County approval). All procurement actions and contracts other than incidental procurements shall be structured in accordance with applicable state and federal law relating to contracting by public agencies. Contact the County for specific language to be incorporated in each contract or procurement action.

VI. SEVERABILITY

If any provision of this Agreement, or portion thereof is held invalid, the remainder of this Agreement shall not be affected providing the remainder continues to conform to applicable federal and state law and regulations.

VII. RECORDS

The Subgrantee shall maintain all project records required by applicable federal, state and county regulations, which are incorporated herein by reference. Project records must be retained for a period of at least three (3) years after completion or closure of the project. The public shall be granted reasonable access to all "public records".

VIII. ACCESS, EXAMINATION, MONITORING AND AUDIT

The County, the State Auditor, HUD, a selected independent auditor, or their delegates shall have the right of access to, and the right to examine, monitor and copy all business records, books, papers and documents relating to the grant pursuant to appropriate state and federal regulations, requirements and standards, all of which are incorporated herein by reference. Such access, examination and monitoring may include but is not limited to inspections and reviews on site, or in the office of the Subgrantee, or any contractor, subcontractor, or supplier receiving CDBG funds. Client confidentiality will be respected and maintained to the greatest possible degree.

Each local government or non-profit recipient (Subgrantee) of federal funds from any source is required to obtain periodically an audit of its activities which shall meet or exceed the criteria for audits of federal programs set forth in OMB Circulars A-110, A-128 and A-133 (as applicable). The Subgrantee shall be obligated to resolve findings relating to use of CDBG funds in a timely manner.

Prior to commencement of this project, the Subgrantee shall furnish to the County for review a copy of its latest audit including all findings related to the use of CDBG funds, and the Subgrantee's resolution of those findings. Similarly, within 30 calendar days of the completion of any subsequent audit, the Subgrantee shall provide the same information noted above to the County. If warranted by audit findings, the Subgrantee's failure to comply with applicable laws and regulations relating to use of CDBG funds, or the Subgrantee's failure to resolve such findings in a timely manner, Pierce County may apply appropriate sanctions including the suspension of this Agreement, withholding a percentage of payments due, or disallowance or withholding of Subgrantee's overhead costs as specified by federal regulations.

IX. CODE OF CONDUCT

No officer, employee or agent of the Subgrantee shall participate in the selection, award, or administration of activity funded in whole or in part with CDBG funds if a conflict of interest, real or apparent, would exist; nor shall their families, or those with whom they have business ties, so benefit.

In addition to the above, no official, employee or agent of any federal, state or local government for the area in which this project is located, nor members of their families, nor those with whom they have business ties, have or acquire any interest, direct or indirect, in any contract or subcontract or its proceeds for work accomplished in support of this Agreement, nor shall they have or acquire any interest, direct or indirect, in the project area which would conflict in any manner or degree with this project.

X. RIGHTS IN DATA

The County and HUD retain a non-exclusive, royalty free, and irrevocable right to duplicate, use for their own purposes, disseminate, disclose, or authorize others to utilize all data and materials generated and/or provided hereunder.

XI. PROPERTY AND MATERIALS

A. Real property acquired or improved by Block Grant funds provided by this Agreement are subject to a reversion of assets provision limiting the subgrantee's right to dispose of said property or to utilize it for a purpose other than that specified in this Agreement, for a period of time indicated below. This provision will be implemented through a deed of trust in favor of the County, placed on the property at the time this Agreement is entered into or at such later time as may be acceptable to the County. Such right will be equivalent to the percentage share of Block Grant funds provided in relation to the worth of the real property at the time of initiation of the project(s). Any circumstance affecting that property other than those stated in the Subgrantee's application for funding, shall require the specific approval of Pierce County and shall be incorporated in Exhibit A to this Agreement or in a Change Order to that Exhibit. In the event of a proposed change of use or ownership, the Subgrantees shall contact the County for appropriate disposition of this provision.

<u>Value of Grant</u>	<u>Length of Interest</u>
Under \$7,500 -----	-----None
\$7,501 to \$25,000 -----	-----5 Years
\$25,001 to \$100,000 ----	-----15 Years
\$100,001 and beyond ---	-----25 Years

B. Disposition of real property acquired in whole or in part with Block Grant funds shall be at current appraised fair market value. However, that property may be disposed of for lesser value, including donation, if the disposition at the lesser value is necessary to meet one of HUD's national objectives and is permissible under state and local law. When disposition is recommended by the Subgrantee for a lesser value, or if the County should determine that disposition for such lesser value is in the

best interest of the program, those reasons shall be fully documented.

- C. Non-expendable equipment, materials and assets other than real property, purchased in whole or in part with Block Grant funds, whose per unit fair market value at the time of completion of use is in excess of \$5,000, are the property of the Block Grant program and are to be utilized, maintained, inventoried, controlled and disposed of pursuant to applicable federal regulations. The Subgrantee shall be responsible for loss or damage to all such equipment, material and assets in its care and, after completion of use, shall return all such equipment, materials and assets to the County for disposition within 30 days following completion of the project(s), unless otherwise specified.

If such equipment, materials or assets are partially funded from other sources, the County shall share any funds received as a result of said disposition at a percentage of value received equal to the percentage of the original costs provided by the individual funding sources.

Any equipment, materials and assets whose per unit fair market value at time of project completion or final use is less than \$5,000, may be retained or disposed of by the Subgrantee without further obligation to the County. Any asset, whose fair market value is in question, should be referred to the County for review before any disposition action is taken by the Subgrantee.

XII. COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee and all its consultants and contractors shall comply with the following federal laws and regulations, whenever and wherever they are applicable. These laws and regulations are incorporated in this Agreement by reference:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) relating to nondiscrimination in performance of this project and to the benefits deriving from it as implemented by HUD regulation 24 CFR 570.601(a).
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, relating to nondiscrimination in housing as implemented by HUD regulation 24 CFR 570.601(b).
- C. Executive Order 11063 relating to non-discrimination in housing as amended by Executive Order 12259 and as implemented by HUD regulation 24 CFR 570.601(c).
- D. Section 109 of the Housing and Community Development Act of 1974 as amended, dealing with non-discrimination in program benefits because of race, religion, color, age, national origin, sex or disability as implemented by HUD regulation 24 CFR 570.602.
- E. The construction labor standards and wage rates set forth in Section 110 of the Housing and Community Development Act of 1974 as amended and as implemented by HUD regulation 24 CFR 570.603.
- F. Executive Order 11246 dealing with nondiscrimination in employment as amended by Executive Orders 11375 and 12086 and as implemented by HUD regulation 24 CFR 570.607(a).

- G. Section 3 of the Housing and Community Development Act of 1974 as amended, dealing with employment and training of County low-income residents as employees and trainees and utilization of Pierce County business as contractors, subcontractors, and suppliers as implemented by HUD regulation 24 CFR 570.607(b).
- H. Executive Order 11988 relating to evaluation of flood hazards and the flood hazard and insurance protection requirements of Section 102(a) and 202(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) as implemented by HUD regulation 24 CFR 570.605.
- I. The relocation, acquisition and displacement requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as implemented by HUD regulation 24 CFR 570.606.
- J. The Lead Based Paint Poisoning Prevention Act (42.U.S.C. 4801 et seq.) as implemented by HUD regulation 24 CFR 570.608.
- K. The regulations, policies, guidelines and uniform administrative requirements of OMB Circulars A-21, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds as implemented by HUD regulation as implemented by HUD regulation 24 CFR 570.610.
- L. The National Environmental Policy Act of 1969 and other statutory environmental requirements as implemented by HUD regulation 24 CFR Part 58.
- M. Executive Orders 11625, 12138 and 12432, and Public Law 95-507, dealing with use of minority and women owned business enterprises as implemented by HUD regulation 24 CFR 85.36(e).
- N. The provisions of the Hatch Act limiting political activities of government employees.
- O. Executive Order 11288 relating to the prevention, control and abatement of water pollution.

Note: Copies of applicable laws and regulations are available upon request from the Department of Community and Economic Development. A listing of these applicable laws and regulations are to be incorporated in each contract, subcontract and consultant agreement issued by the Subgrantee or its contractors.

XIII. PROJECT ELIGIBILITY

A. National Objectives.

All physical improvement projects authorized under the Block Grant program must meet one of three national objectives. The project must:

1. Principally benefit lower-income individuals (or families),
2. Eliminate slums and/or blight, or
3. Meet an urgent need.

Detailed definitions of these objectives are set forth in HUD regulations.

B. Facility Eligibility By Service To Lower-Income

Facilities constructed, improved, renovated, etc. with Block Grant funds to serve lower-income individuals may be considered eligible if they serve an area in which the majority of residents are lower-income or if the clients they serve are predominantly lower-income (including those groups presumed to meet lower-income requirements specified in 2 below).

1. All Pierce County residents (individuals or families) except residents of the City of Tacoma, whose family income equals or is less than the HUD Section 8 Income Guidelines (which are incorporated in this Agreement by reference) shall be considered as lower-income for the purposes of determining whether clients served are lower-income unless specified to the contrary in Exhibit A.
2. Unless specific evidence is provided to the contrary, the following groups of individuals shall be presumed to automatically qualify as lower-income individuals or families for determining if clients served are lower-income:
 - a. Seniors;
 - b. Physically and/or mentally handicapped;
 - c. Battered spouses;
 - d. Abused children;
 - e. Homeless persons;
 - f. Illiterate persons; and
 - g. Migrant farm workers.
3. Under emergency or crisis situations, the need for a determination of eligibility for the provision of public services is waived and any individual or family may be provided emergency or crisis services as an integral part of a program principally structured to assist eligible individuals. Therefore, any clients provided emergency services through a facility will not be included in monitoring done to determine if the facility principally benefits lower-income individuals or families.

Questions regarding eligibility or the definition of direct/indirect benefits (services), shall be referred to the Pierce County Department of Community and Economic Development.

C. Monitoring of Community Facilities To Verify Eligibility

1. Community facilities determined to be eligible for assistance because they eliminate slums and blight, because they meet an urgent need, or because they serve an area which is predominantly lower-income, require no monitoring to verify that they meet the national objectives.
2. Community facilities where direct services or benefits to individuals or families are provided, and whose eligibility is based on serving lower-income clients, shall be periodically monitored by the County to verify client eligibility for a period of at least 5 years following the expenditure of the last project funds. The majority of individuals or families

receiving direct services or benefits from services provided by or through this facility shall be required to meet one or more of the eligibility criteria listed in paragraphs B.1., 2., and 3. above in order for the facility to be considered to have met the national objective to principally benefit lower-income persons or families.

3. Individuals or families receiving indirect services or benefits, such as attendance at general meetings or receiving literature or documents intended for general distribution need not meet eligibility criteria.
4. If the facility providing direct public services or benefits to individuals or families received partial construction, renovation or improvement funding from another source which does not impose eligibility requirements, it still must be demonstrated that the CDBG funded portion meets the national objectives. To do so, the County will monitor clients served to determine if the ratio of lower-income clients served to all clients is equal to or greater than the percentage of CDBG funds to total funds received (ie: if Block Grant funding equals 75 percent of total facility funding, then at least 75 percent of the clients served must be lower-income).
5. Records documenting client eligibility for direct services or benefits, used to demonstrate facility eligibility, shall be maintained for at least 3 years following the completion of the specific facility monitoring activity.

XIV. AFFIRMATIVE ACTION

If the Subgrantee has an established Affirmative Action Plan in place, it shall furnish a copy to the County as part of this Agreement. Where the Subgrantee has no existing Affirmative Action Plan, it will complete and abide by the attached Affirmative Action Plan. When new full-time or part-time employees or trainees are hired, the Subgrantee shall make a "good faith" effort to hire women, minorities, and lower-income Pierce County residents for all positions to be filled, until the ethnic and gender makeup of the Subgrantee's staff reflects that of the community in general.

XV. DEBARRED CONTRACTORS

The Subgrantee, and its consultants and contractors shall not fund, contract with, or engage the services of any consultant, contractor, subcontractor, supplier, or other party who is debarred, suspended, or otherwise ineligible to receive federal funds. The names of all contractors, subcontractors, consultants, suppliers, and other parties who will receive federal funding under this project shall be checked and approved by the County before entering into any agreement with them for the provision of goods or services on this project.

XVI. DRUG FREE WORKPLACE

The Subgrantee shall maintain a drug free workplace(s) throughout the life of this Agreement.

XVII. LOBBYING CERTIFICATION

The Subgrantee certifies that, to the best of its knowledge and belief:

- A. No federal appropriated funds have been paid, or will be paid by, or behalf of the Subgrantee, or any of its elected or appointed officials or employees, to any person for influencing, or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If funds other than federal appropriated funds have been paid, or will be paid to any person for influencing, or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded agreement, the Subgrantee shall complete and submit to the County, a federal Standard Form-LLL, "Disclosure Form To Report Lobbying" in accordance with its directions. The form is available from DC&ED upon request.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVIII. VOLUNTEER LABOR

Volunteer labor utilized by Subgrantees on physical improvement projects is exempt from Davis-Bacon prevailing wage requirements providing that such volunteers receive no more than limited compensation, benefits, expenses, etc. for their services and that such volunteers are not otherwise employed on the project in any construction capacity. Any use of volunteer labor must be fully documented by the Subgrantee and pre-approved by Pierce County.

XIX RELIGIOUS ACTIVITY

The First Amendment to the Constitution of the United States of America prohibits Congress from enacting any laws respecting the establishment of religion. Subsequent interpretations have resulted in a policy of separation of church and state. To ensure compliance with that constitutional prohibition, regulations have been established for the

Community Development Block Grant (CDBG) program limiting involvement with religious organizations.

Where Subgrantees or owners of property receiving assistance from CDBG funds are pervasively sectarian organizations, sponsor religious activity of any sort, or have a degree of affiliation with one or more pervasively sectarian organizations, the following shall apply:

CDBG funds will not be used for the acquisition, improvement, rehabilitation, renovation or construction (including historical preservation or removal of architectural barriers) of any structure or property owned and/or operated by a pervasively religious organization where that structure or property is used for conducting religious worship services, religious instruction, proselytizing, religious counseling or other religious purpose, or for promoting religious interests unless:

- A. The structure or property is used for a wholly secular purpose;
- B. The structure has been leased to or purchased by a wholly secular organization;
- C. The assistance is provided directly to the wholly secular organization;
- D. The structure or property is open to all persons without any religious preference, prohibition, barrier or restraint;
- E. The lease payments or acquisition value do not exceed fair market rates;
- F. Any improvements to non-leased facilities are paid for with non CDBG funds;
- G. Lessee and lessor enter a formal, binding agreement for leasing the structure or property for the useful life of the improvement accomplished with CDBG funds or the length of the CDBG interest specified in Article XI A, whichever is shorter; and
- H. In the event that the lease does not continue for the useful life of the improvement or the length of the CDBG interest, whichever is shorter, that a pro rata portion of the fair market value of the property and/or structure at the time of the discontinuation, proportional to the percentage of CDBG funds used to acquire and/or improve the property and/or structure, be returned to the CDBG program, or such other arrangement be reached which is agreeable to all parties.

XX. ACCESSIBILITY FOR PERSONS WITH DISABILITIES

To meet the requirements of Section 504 of the Rehabilitation Act of 1973 pertaining to program accessibility for persons with disabilities, and implementing HUD regulations, each Subgrantee is required to assess its capability for compliance therewith, and for compliance with the Americans With Disabilities Act of 1990. Each Subgrantee is required to complete, and submit for review with the signed Agreement, the enclosed Section 504 Checklist, and such of its attachments as may be appropriate. The County will review and evaluate each Checklist, and will inform the Subgrantee of any areas of apparent concern.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: MAYOR WILBERT AND THE CITY COUNCIL MEMBERS
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS
RE: PEACOCK HILL AVENUE IMPROVEMENTS, CONTRACT AWARD *BY*
DATE: JUNE 24, 1993

At the bid opening for the Peacock Hill Avenue improvements project on June 23, 1993 at 2:00 PM, the City received four bids on the project. The low bid of \$331,518.00 was received from Pape & Sons Construction, Inc.

Although the bid is significantly lower than the Engineer's Estimate of \$ 396,828.00, the bid is legitimate and reasonable.

I am submitting to you the attached bid tabulation, bid results, and the Engineer's Estimate for your information.

RECOMMENDATION

I recommend a council motion to award the Peacock Hill Avenue Improvements project to Pape & Sons Construction, Inc. for \$ 331,518.00.

CITY OF GIG HARBOR

PEACOCK HILL AVENUE IMPROVEMENTS

**BID OPENING
WEDNESDAY, JUNE 23, 1993, 2:00 P.M.**

Contractor	Bid Signed	Addendum Acknowledged	Bid Bond	Bid Amount
Pape & Sons Construction Inc.	Yes	Yes	Yes	\$331,518.00
Looker & Associates	Yes	Yes	Yes	\$416,313.50
Lakeridge Paving Company	Yes	Yes	Yes	\$463,777.00
Active Construction	Yes	Yes	Yes	\$467,205.34

**THIS PROPOSAL IS NOT TO BE REMOVED HEREFROM
THE WHOLE SPECIFICATION IS PART OF THE PROPOSAL.**

NOTES:

1. Unit prices for all items, all extensions, lump sum prices and the total amount of bid must be shown.
2. All items called out or specified in the Special Provisions, without a separate bid item shall be considered incidental and included within the unit bid prices in the contract.
3. The City reserves the right to delete any and all bid items from any schedule.

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	MOBILIZATION SP 1-09.7	L.S.	1	12000.00	12000.00
2	SURVEYING SP 1-05.19 AND 20	L.S.	1	8250.00	8250.00
3	TESTING LAB SERVICES SP 1-05.5	F.A.	EST	\$4,000	\$4,000
4	TEMPORARY EROSION & WATER POLLUTION CONTROL SP 1-07.15	L.S.	1	1000.00	1000.00
5	TRAFFIC CONTROL SP 1-07.23	L.S.	1	16000.00	16000.00
6	CLEARING & GRUBBING SP 2-01.1	1CRE	1	5000.00	5000.00
7	REMOVING ASPHALT CONCRETE PAVEMENT 2-02.3 (1)	S.Y.	1498	0.75	1123.50
8	REMOVING PORTLAND CEMENT CONCRETE DRIVEWAY 2-02.3(1)	S.Y.	10	20.00	200.00
9	ASPHALT CONCRETE SAWCUT SP 2-02.4	L.F.	6740	1.00	6740.00

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
10	PORTLAND CEMENT CONCRETE SAWCUT SP 2-02.4	L.F.	180	2.00	360.00
11	ROADWAY EXCAVATION INCLUDING HAUL SP 2-03.3(14)	C.Y.	344	8.00	2752.00
12	GRAVEL BORROW INCLUDING HAUL SP 2-03.3(14)	C.Y.	4244	10.75	45623.00
13	CRUSHED SURFACING TOP COURSE SP 4-04	TON	103	14.00	1442.00
14	ASPHALT CONCRETE PAVEMENT CLASS B SP 5-04	TON	924	40.75	37653.00
15	ASPHALT CONCRETE PAVEMENT FOR TRENCH PATCHING, SP 5-04.3(15)(a)	TON	213	53.00	11289.00
16	ASPHALT CONCRETE PAVEMENT FOR DRIVEWAYS SP 5-04	TON	78	53.00	4134.00
17	PLANING BITUMINOUS PAVEMENT SP 5-04.3(14)	S.Y.	277	5.00	1385.00
18	CEMENT CONCRETE DRIVEWAY, 3-DAY SP 5-05.3(18)	S.Y.	133	26.00	3458.00
19	ROCKWALL SP 6-11	S.F.	976	8.50	8296.00
20	12" DIAMETER DUCTILE IRON PIPE SP 7-04	L.F.	250	29.00	7250.00
21	12" DIAMETER STORM SEWER PIPE SP 7-04	L.F.	950	16.05	15247.50
22	18" DIAMETER STORM SEWER PIPE SP 7-04	L.F.	380	25.00	9500.00
23	24" DIAMETER STORM SEWER PIPE SP 7-04	L.F.	48	49.25	2364.00

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
24	CATCH BASIN TYPE I SP 7-05	EA	13	550.00	7150.00
25	CATCH BASIN TYPE II SP 7-05	EA	3	1300.00	3900.00
26	ADJUST CATCH BASIN SP 7-05.3(1)	EA	22	100.00	2200.00
27	8" DUCTILE IRON WATER MAIN SP 7-11	L.F.	2100	19.00	39900.00
28	8" GATE VALVE SP 7-12	EA	13	485.00	6305.00
29	6" GATE VALVE SP 7-12	EA	7	325.00	2275.00
30	RECONNECT EXISTING WATER SERVICE (3/4" TO 1") SP 7-15	EA	26	250.00	6500.00
31	RECONNECT WATER SERVICE (2") SP 7-15	EA	1	900.00	900.00
32	REMOVE AND RESET EXISTING FIRE HYDRANT SP 7-14	EA	3	500.00	1500.00
33	INSTALL FIRE HYDRANT SP 8-02	EA	4	1625.00	6500.00
34	ADJUST SANITARY SEWER MANHOLE SP 8-04	EA	7	150.00	1050.00
35	ADJUST WATER VALVE SP 8-04	EA	20	100.00	2000.00
36	CEMENT CONCRETE CURB AND GUTTER SP 8-04	L.F.	2600	6.40	16640.00
37	MONUMENT CASE AND COVER SP 8-13	EA	4	100.00	400.00
38	CEMENT CONCRETE SIDEWALK SP 8-14	S.Y.	1590	13.30	21147.00
39	REMOVE AND RELOCATE MAILBOX SP 8-18	EA	16	32.00	512.00
40	CONSTRUCT MAIL BOX STAND SP 8-18	EA	16	150.00	2400.00

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
41	PAINT STRIPE SP 8-21	L.F.	7100	0.12	852.00
42	PLASTIC CROSSWALK STRIPE SP 8-22	L.F.	480	7.20	3456.00
43	PLASTIC STOP BAR SP 8-22	L.F.	120	7.20	864.00
TOTAL BID PRICE					33,518.00

PEACOCK HILL PROJECT FUNDS

1)	Peacock Hill Street Project (Budget p. 48)	\$ 202,000
2)	Peacock Hill Storm Sewer (Budget p. 112)	35,000
3)	Peacock Hill Water Line Project (Budget p. 124)	112,000
4)	Peacock Hill Fire Hydrants (4 new)	5,600
5)	North Harborview Drive Project (Partial)	<u>111,000</u>
	GRAND TOTAL:	<u>\$ 465,600</u>
	ENGINEER'S ESTIMATE FOR THE PROJECT:	<u>\$ 396,828</u>

**THIS PROPOSAL IS NOT TO BE REMOVED HEREFROM
THE WHOLE SPECIFICATION IS PART OF THE PROPOSAL.**

NOTES:

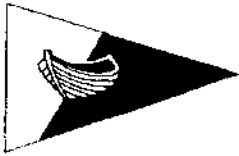
1. Unit prices for all items, all extensions, lump sum prices and the total amount of bid must be shown.
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3. The City reserves the right to delete any and all bid items from any schedule.

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
1	MOBILIZATION SP 1-09.7	L.S.	1	31,863	31,863
2	SURVEYING SP 1-05.19 AND 20	L.S.	1	10,000	10,000
3	TESTING LAB SERVICES SP 1-05.5	F.A.	EST	\$4,000	\$4,000
4	TEMPORARY EROSION & WATER POLLUTION CONTROL SP 1-07.15	L.S.	1	1,000	1,000
5	TRAFFIC CONTROL SP 1-07.23	L.S.	1	10,000	10,000
6	CLEARING & GRUBBING SP 2-01.1	1CRE	1	5,000	5,000
7	REMOVING ASPHALT CONCRETE PAVEMENT 2-02.3 (1)	S.Y.	1498	3.00	4,494

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
8	REMOVING PORTLAND CEMENT CONCRETE DRIVEWAY 2-02.3(1)	S.Y.	10	7.00	70.00
9	ASPHALT CONCRETE SAWCUT SP 2-02.4	L.F.	6740	.80	5,392
10	PORTLAND CEMENT CONCRETE SAWCUT SP 2-02.4	L.F.	180	5.00	900
11	ROADWAY EXCAVATION INCLUDING HAUL SP 2-03.3(14)	C.Y.	344	9.50	3,268
12	GRAVEL BORROW INCLUDING HAUL SP 2-03.3(14)	C.Y.	4244	15.00	63,660
13	CRUSHED SURFACING TOP COURSE SP 4-04	TON	103	18.00	1,854
14	ASPHALT CONCRETE PAVEMENT CLASS B SP 5-04	TON	924	35.00	32,340
15	ASPHALT CONCRETE PAVEMENT FOR TRENCH PATCHING, SP 5-04	TON	213	45.00	9,585
16	ASPHALT CONCRETE PAVEMENT FOR DRIVEWAYS SP 5-04	TON	78	75.00	5,850
17	PLANING BITUMINOUS PAVEMENT SP 5-04.3(14)	S.Y.	277	12.00	3,324
18	CEMENT CONCRETE DRIVEWAY, 3-DAY SP 5-05.3(18)	S.Y.	133	20.00	2,660
19	ROCKWALL SP 6-11	S.F.	976	13.00	12,688
20	12" DIAMETER DUCTILE IRON PIPE SP 7-04	L.F.	250	30.00	7,500
21	12" DIAMETER STORM SEWER PIPE SP 7-04	L.F.	950	22.00	20,900

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
22	18" DIAMETER STORM SEWER PIPE SP 7-04	L.F.	380	30.00	11,400
23	24" DIAMETER STORM SEWER PIPE SP 7-04	L.F.	48	45.00	2,160
24	CATCH BASIN TYPE I SP 7-05	EA	13	700	9,100
25	CATCH BASIN TYPE II SP 7-05	EA	3	1,500	4,500
26	ADJUST CATCH BASIN SP 7-05.3(1)	EA	22	250	5,500
27	8" DUCTILE IRON WATER MAIN SP 7-11	L.F.	2100	21.00	44,100
28	8" GATE VALVE SP 7-12	EA	13	600	7,800
29	6" GATE VALVE SP 7-12	EA	7	550	3,850
30	RECONNECT EXISTING WATER SERVICE (3/4" TO 1") SP 7-15	EA	26	450	11,700
31	RECONNECT WATER SERVICE (2") SP 7-15	EA	1	500	500
32	REMOVE AND RESET EXISTING FIRE HYDRANT SP 7-14	EA	3	1,000	3,000
33	INSTALL FIRE HYDRANT SP 8-02	EA	4	1,500	6,000
34	ADJUST SANITARY SEWER MANHOLE SP 8-04	EA	7	250	1,750
35	ADJUST WATER VALVE SP 8-04	EA	20	130	2,600
36	CEMENT CONCRETE CURB AND GUTTER SP 8-04	L.F.	2600	6.00	15,600
37	MONUMENT CASE AND COVER SP 8-13	EA	4	225	900

Item No.	Description	Unit	Quantity	Unit Price	Total Amount
38	CEMENT CONCRETE SIDEWALK SP 8-14	S.Y.	1590	12	19,080
39	REMOVE AND RELOCATE MAILBOX SP 8-18	EA	16	50	800
40	CONSTRUCT MAIL BOX STAND SP 8-18	EA	16	200	3,200
41	PAINT STRIPE SP 8-21	L.F.	7100	.20	1,420
42	PLASTIC CROSSWALK STRIPE SP 8-22	L.F.	480	9.00	4,320
43	PLASTIC STOP BAR SP 8-22	L.F.	120	10	1,200
TOTAL BID PRICE					396,828



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *BY*
DATE: JUNE 23, 1993
**SUBJECT: BID RESULTS - PURCHASE OF VARIOUS SLUDGE
DEWATERING POLYMERS AND LABORATORY
RAEGENTS AND GLASSWARE/MAINTENANCE SUPPLY
FOR THE GIG HARBOR WASTEWATER TREATMENT
PLANT**

INTRODUCTION & BACKGROUND

At the direction of Council, the Public Works Department published a call for bids for various laboratory and other supplies and chemicals used at the Wastewater Treatment Plant anticipating that a single-source supplier would result in considerable cost and time savings to the city.

FINANCIAL ISSUES

The city received just one bid at the opening on May 10, 1993, from South Sound Culligan. Attached is a compilation comparing Culligan's unit bid price to the prices currently received from various suppliers. As seen from the comparison, in almost all instances, the Sewer Treatment Plant is able to purchase supplies for less than Culligan's bid, by shopping for the best possible source and price from a number of different suppliers.

Although a single-source supplier would offer certain savings in time and convenience, I do not believe these would be sufficient to offset the overall increased costs. I, therefore, recommend the bid from South Sound Culligan be denied and the Public Works Department continue to purchase its supplies (less than \$7,500 annually) from those suppliers that offer the best price and product on an item-by-item basis.

POLICY ISSUES

Having received only one bid leads me to believe that perhaps we should improve our proposal package. I would like to recommend that the bid package be broken down into at least three categories--chemicals, maintenance items, and sludge dewatering supplies--

Mayor Wilbert and City Councilmembers
June 23, 1993
Page 2

and bid out again next year. We may have a better chance of receiving more bids and more competitive pricing.

RECOMMENDATION

Deny the bid from South Sound Culligan to supply Various Sludge Dewatering Polymers and Laboratory Reagents and Glassware/Maintenance Supply for the Gig Harbor Wastewater Treatment Plant.

**Bid Specifications for the Purchase of Various Sludge Dewatering Polymers
and Laboratory Raegents and Glassware/Maintenance Supply
for the Gig Harbor Wastewater Treatment Plant**

BID ITEM	QUANTITY	CULLIGAN'S PRICE	CURRENT PRICE FROM VARIOUS SUPPLIERS
1) Dry Polymer	9 Drums	No Bid	
2) Manganese Sulfate Solution (APHA) for DO	3 Liters		
3) Alcaline-Iodide-Azide Solution (APHA for DO)	3 Liters	90.72	90.00
4) Sodium Thiosulfate Solution (0.025N)	15 Liters	144.00	120.00
5) Potassium Bi-Iodate Solution (0.25N)	2 Liters	33.60	32.00
6) Nitrification Inhibitor (Each Container Contains 35 grams)	4 Containers	49.20	41.00
7) COD Digestion Vials compatible with HACH cod incubator. Range 0-1500mg/l	300 Vials	381.60	318.00
8) Autoclave Indicating Tape	100 feet	10.50	6.50
9) Pocket Pal Ph Tester	1 each	38.40	39.50
10) Ph Buffer (50ml size), Ph ranges of 4.0, 7.0 and 10.0	100 Pillow	19.00	16.50
11) Ph Buffer (100ml size), Ph ranges of 4.0, 7.0 and 10.0	100 Pillow	No Bid	
12) Ph Buffer Solution, Ph Range 7.0	1 Gallon	21.60	14.90
13) Brinkman Pipe Helper with Membrane Filter	1 Each	50.40	46.00
14) Barnstead Water Pretreatment Cartridge #D0832	14 Cartridges	865.20	728.00
15) 250ml Flask Brush	12 each	28.80	22.80
16) Bottle Brush used for Cleaning BOD bottles; Size 3-34"L x 1/16" Wall Thickness - Autoclavable	100 Feet	36.00	34.26
17) Centrifuge Tube Cleaning Brush	12 each	20.16	18.60
18) Latex Tubing 1/4" ID X 1/16" Wall Thickness - Autoclavable	100 Feet	36.00	34.26
19) Glass Microfiber Filter Papers, P/N 1827-090	3600 Each	1162.08	1260.00
20) DPD Total Chlorine Raegent Pillows	1,000 Pillows	126.00	105.00
21) Sodium Sulfito Anhydrous, Granular	1,000 Grams	34.76	26.96
22) Sodium Thiosulfate, Crystals, 500 gram size	500 454 Grams	17.04	14.20

BID ITEM	QUANTITY	CULLIGAN'S PRICE	CURRENT PRICE FROM VARIOUS SUPPLIERS
23) Potato Starch, 500 gram size	500 Grams	54.00	34.29
24) Salicylic Acid, 125 gram size	125 Grams	20.40	15.50
25) Sulfuric Acid, Concentrated, Gallon Size	4 Gallons	564.48	424.00
26) Sulfuric Acid, 1.0N, Liter Size	2 Liters	16.80	12.00
27) Sodium Hydroxide Solution, 1.0N, Liter Size	2 Liters	16.80	12.00
28) Sodium Hydroxide Pellets, 500 Gram Size	500 Grams	14.40	14.20
29) Potassium Iodide, Crystals, 500 Gram Size	500 Grams	68.70	57.25
30) Potassium Phosphate Monobasic Crystals, 500 Gram Size	500 Grams	28.62	23.85
31) Manganese Sulfate Monohydrate Powder, 500 Gram Size	500 Grams	18.00	18.00
32) BOD Bottles, Borosilicate Glass	24 Each	222.00	190.00
33) Chlorine Gas Cylinders, 150lb cylinders	61 Cylinders	No Bid	
34) Hypochlorite Solution, 12.5% in 5 Gallon Pails	30 Pails	564.48	424.00
35) Membrane Filters, 47 mm, Pore Size of 0.7 in Pore Size; Sterilized in Individual Sealed Peel-Back Envelopes, 200 per box (Type HC)	8 Boxes	403.20	640.00
36) Fecal Coliform M-FC Broth, Without Rosalic Acid, in Plastic 2ml Ampoules, 50 per Box	10 packs	9.90	8.10
37) Fecal Coliform 47mm Absorbent Pads, Pre-sterilized	1,000 Pads	97.80	81.50
38) Fecal Coliform Sterilized Petri Dishes, Sized to Hold 47mm Membrane Filter and Absorbent Pad, Without Pad	400 Dishes	134.16	98.00
39) Microscope Lens Rayon Cloth Cleaning Tissues	150 Each	9.00	5.67
40) Microscope Cover Glass, 22x22mm	200 Each	4.68	8.57
41) BBL Gram Stain Kit	1 Each	34.80	24.35
42) Microscope Slide w/ White End, 25x75 mm	70 Each	30.00	18.75
43) Corning Ph Electrode, Corning P/N 476530	2 Each	108.00	90.00
44) Non-Selective Herbicide, One Gallon makes 42 Gallons of Spray	2 Gallons	240.00	168.00
45) Aerosol Stainless Steel Cleaner	12 Each	59.52	49.95
46) Lotionized Hand Cleaner; Must fit "ZEP" Dispenser	4 Gallons	46.56	59.80
47) Heavy Duty Hand Cleaner Containing Pumice; Must fit "ZEP" Dispenser	2 Gallons	27.00	33.90

BID ITEM	QUANTITY	CULLIGAN'S PRICE	CURRENT PRICE FROM VARIOUS SUPPLIERS
48) Germicidal Bowl Cleaner; Cleans and Disinfects	12 Each	132.00	120.00
49) Heavy Duty Floor Cleaner for use on Cement and Tile	2 Gallons	15.88	16.90
50) Engine Oil Filters to fit Case Diesel 504DT Engine	6 Each	43.26	34.50
51) Engine Fuel Filters to fit Case Diesel 504DT Engine	3 Each	17.28	14.19
52) Engine Air Cleaner to fit Case Diesel 504DT Engine	1 Each	24.14	16.49
53) Engine Oil Filters to fit Cummins Diesel 6BT-5.9 Engine	18 Each	94.86	95.40
54) Engine Fuel Filters to fit Cummins Diesel 6BT-5.9 Engine	9 Each	63.36	73.71
55) Engine Air Cleaner to fit Cummins Diesel 6BT-5.9 Engine	9 Each	No Valid Bid	
56) Stoddard Solvent	10 Gallons	45.82	29.00
57) Antifreeze	36 Gallons	165.96	174.60
58) 40 wt. Motor Oil, Rotella or Equal	15 Gallons	112.65	62.70
59) 6EP/ISO 320 Gear Oil	20 Gallons	143.24	166.08
60) 8EP/ISO 680 Gear Oil	40 Gallons	284.24	332.16
61) 30 wt. Motor Oil	5 Gallons	33.19	20.90
62) Hydraulic Oil, Tellus ISO/32 or Equal	2 Gallons	13.88	8.40
63) NLGI #2 Bearing Grease	12 Each	13.92	14.88
64) Gloves, Edmont #20-114 Vinyl Coated, or Equal, Large Size	8 Dozen	259.20	182.40
65) Gloves, Edmont #36-755 Long Service Rubber, or Equal, Large Size	6 Dozen	397.44	378.00
66) Gloves, Edmont #34-300 All Purpose Vinyl Gloves, or Equal	400 Each	No Bid Comparison Available	
67) Light Bulbs, 60 Watt	3 Dozen	17.07	23.31
68) Light Bulbs, 75 Watt	2 Dozen	11.38	15.54
69) Light Bulbs, 40 Watt, White Fluorescent, 4' Long	100 Each	84.00	77.00
	TOTAL	7931.13	7336.32



DENNIS RICHARDS
Chief of Police

City of Gig Harbor Police Dept.
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-2236

MONTHLY POLICE ACTIVITY REPORT

MAY

DATE: 06-01-93

	<u>MAY</u> <u>1993</u>	<u>YTD</u> <u>1993</u>	<u>YTD</u> <u>1992</u>	<u>%CHG TO</u> <u>1992</u>
CALLS FOR SERVICE	<u>271</u>	<u>1212</u>	<u>1171</u>	<u>+ 4</u>
CRIMINAL TRAFFIC	<u>16</u>	<u>139</u>	<u>120</u>	<u>+ 16</u>
TRAFFIC INFRACTIONS	<u>71</u>	<u>334</u>	<u>428</u>	<u>- 22</u>
DWI ARRESTS	<u>5</u>	<u>24</u>	<u>22</u>	<u>+ 9</u>
FELONY ARRESTS	<u>11</u>	<u>22</u>	<u>21</u>	<u>+ 4</u>
MISDEMEANOR ARRESTS	<u>15</u>	<u>58</u>	<u>79</u>	<u>- 26</u>
WARRANT ARRESTS	<u>5</u>	<u>45</u>	<u>33</u>	<u>+ 36</u>
INCIDENT REPORTS	<u>57</u>	<u>319</u>	<u>366</u>	<u>- 13</u>

MAYOR'S REPORT TO COUNCIL

June 28, 1993

HARBOR BASIN PROTECTION PLAN - PHASE II

In preparation for the 1994 budget, it's important we address the growing problems of Gig Harbor Bay and evaluate the options open to us for solving the problems. We will need to create policy to enable us to achieve the goal of protection for our most valuable economic and environmental resource. The quality of the waters of the bay need our attention.

The City of Gig Harbor recognizes that in order to retain a pristine quality in the waters of the bay, we need to maintain top quality waste treatment and to further develop a land-side maintenance program on our city right-of-ways.

In the past four years, we have met that need with repairs of storm drains and catch basins, storm water control with the construction of curbs and gutters, regular maintenance for oil/water separators, and regular street sweeping. Bill Irey, Wastewater Treatment Plant Supervisor, can be proud of the excellent record at the plant and everyone has recognized the dedication and effort of the Public Works crew under Supervisor Dave Breton.

Marilyn Owel's idea for a voice mail, household hazardous waste exchange program was implemented with the cooperation of the County and PTI.

We updated the zoning code to create better management of the uplands and now have before the public the revised Shoreline Master Plan. The many hours spent by Councilmembers, by the Planning Commission, and by City Planner, Ray Gilmore, to bring forth these policies deserve recognition.

We have worked our way to the waters edge, and now is the time to focus on the bay itself. Some observations lead many to ask: "Is the environment of the bay changing? Is the flushing action of the bay being impeded by the proliferation of marinas and other floats? What are the effects of this change? What is the health of marine life in the bay? Has the temperature of the bay changed? How should marine sanitation systems be made more effective? What effect do liv-a-boards have on the bay? What is the best plan for wastewater collection for boaters? Should the city install pumpout facilities and if so, what kind? How many failing septic drainfields are there around the basin? What is the effect of the grazing lands of Crescent Valley on Gig Harbor Bay? What is all the "gunk" that floats on top of the water at the north end of the bay? How electrically "hot" is the bay? What can be

done about it? Should we allow jet skis on the bay? Float planes? Houseboats? Moorage buoys? Should all these things be regulated?"

All these questions and more can be articulated at a public community forum to be planned for this fall. We will call upon the best experts in the field to come together with interested citizens, boat owners, fishermen, liv-a-boards, marina owners and operators, and residents of East Gig Harbor.

This forum should lay the groundwork for a community effort to urge the city and county to address the above issues as well as explore the need for a Harbormaster and/or Harbor Police Patrol. The Port of Tacoma will be asked to participate. The primary role of the Port is to give guidance in the survival of our local industry and the creation of jobs.

Following the forum I will ask for volunteers to serve as an Ad Hoc advisory group to: 1) further define the issues raised at the forum; 2) to develop recommendations to policy-makers on improving the quality of the bay; and 3) present a report of these findings to the City Council and city staff for further consideration and for action, where appropriate and feasible.