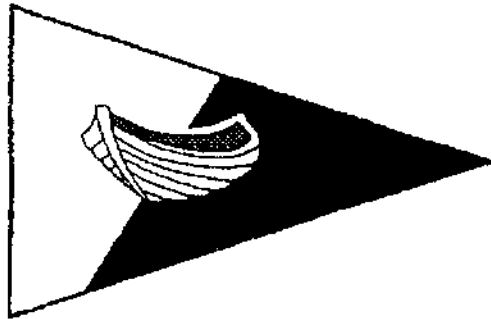


**GIG HARBOR
CITY COUNCIL MEETING**



JULY 25, 1994

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

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
JULY 25, 1994 - 7:00 p.m.**

PUBLIC COMMENT/DISCUSSION:

PUBLIC HEARING:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

OLD BUSINESS:

1. Second Reading - Ordinance Adopting the 1994 Nonresidential Energy Code.
2. Right-of-Way Easement - Coho Street.

NEW BUSINESS:

1. Resolution - Council Action on HEX Recommendation to Deny Rezone - REZ 94-01 Providence Ministries.
2. HEX Recommendation - SPR 94-01 North Office Retail Building.
3. First Reading - Ordinance, Annexation 93-02, Nelson.
4. Award of Contract - WWTP Expansion Project.
5. Shirley Avenue Water Extension - Latecomers Agreement.
6. Amendment to UECA Agreement - Gig Harbor Car Wash II.
7. Liquor License Request - Gabe's Ristorante Italiano.

STAFF REPORTS:

Ray Gilmore - Planning/Building.

MAYOR'S REPORT:

COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

Set time for joint meeting with Peninsula Light Company regarding Utility Undergrounding.

APPROVAL OF BILLS:

EXECUTIVE SESSION:

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JULY 11, 1994

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

PUBLIC HEARING: None scheduled.

PUBLIC COMMENT / DISCUSSION:

Phil Arenson - Car Care Center, 6750 Kimball Drive. Mr. Arenson asked council to review how the city charges sewer hookup fees for tunnel car wash facilities in light of the new technology that recycles up to 70% of its water usage, reducing the amount of water released in the city sewer system. He suggested an additional category be added for a tunnel car wash with reclaim capabilities. He will supply the Public Works Department with the manufacturer's reports to help facilitate a new formula. He also suggested reviewing his water/sewer usage after a one-year period and adjusting accordingly. Mr. Yazici will return to council with recommendations after reviewing pertinent information.

CALL TO ORDER: 7:25 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of the June 27 council meeting as submitted.
Platt/Picinich - unanimously approved.

CORRESPONDENCE: None.

OLD BUSINESS:

1. Second Reading - ULID #3 Final Assessment Roll Ordinance. Mark Hoppen presented the second reading defining the figures for the Final Assessment Roll for ULID #3. He added that all the participants had reached an equitable agreement and the city had received signed agreements to that effect.

MOTION: Move approval of Ordinance #676 approving the ULID #3 Assessment Roll.
Picinich/Markovich - unanimously approved.

2. Second Reading - 1994 Water and Sewer Revenue and Refunding Bonds. Tom Enlow, Finance Director, presented the second reading of this ordinance authorizing the sale of Water and Sewer Revenue Bonds. He introduced Mr. Dave Trageser from Dain Bosworth, who explained the sale of the bonds. Cynthia Weed, the city's bond counsel, explained what information was included in the ordinance.

MOTION: Move approval of Ordinance #677 authorizing the sale of \$2,995,000 of Water and Sewer Revenue and Refunding Bonds.
Markovich/Picinich - unanimously approved.

3. Second Reading - Procedure for Adoption of Ordinances. Mark Hoppen presented the second reading of this ordinance which would enable Council to pass an ordinance with one reading.

MOTION: Move approval of Ordinance #678 as presented.
Markovich/Picinich - unanimously approved.

4. Selection of Harborline Alternative. Mark Hoppen presented three exhibits that resulted from a DNR workshop held at City Hall on July 6th and explained the different options.

Bob Frisbie - 9720 Woodworth Avenue. Mr. Frisbie asked that council be uniform in its recommendation to DNR. He stated exhibits A & B were not uniform in allowing property owners the same capabilities and suggested that the line be moved out uniformly, except towards the mouth of the harbor.

Tom Oldfield - Warren Drive, Fox Island. Mr. Oldfield stated that although he was not a resident, he enjoyed coming into the harbor for recreation purposes. He encouraged council to recommend extending the harborline to allow for continued, controlled growth to encourage boaters to come to the city.

Phil Sloan - 126 Pt. Fosdick Circle. Mr. Sloan stated he was Tom Oldfield's partner. He also owns a dock on Goodman Drive and said he watched the boat traffic on Sunday, and that several boats entered the harbor, circled because they couldn't find moorage, then left again. He suggested council allow extension of the harborline and encourage more overnight moorage.

John Holmaas - 7524 Goodman Drive. Mr. Holmaas spoke as a resident and a rowboater. He said he was offended by the mistake with the Bayview Marina and that the dock was a hindrance when he rows. He encouraged council to recommend not extending the harborline. He said exhibit 'A' was the most appropriate.

At this point in the meeting, approximately 8:15 p.m., the electricity went out and the recorder could no longer be utilized.

Stan Stearns - Arabella's Landing. Mr. Stearns stated that the current docks were in existence based on two separate surveys and that an increase of 35' to the harborline would not represent an increase in land owned. He proposed that council should recommend extending the outer harborline to allow for additional moorage, and that the city could require restrooms, showers, pumpouts and other amenities for any new moorage facilities built. He said the bigger boats coming into the harbor that would utilize these

facilities would be an asset to the city.

Peter Stanley - 2925 Harborview Dr. Mr. Stanley, owner of the Tides Tavern, voiced his concerns that he would not be allowed future expansion on his dock if the harborline was moved shoreward. He recommended exhibit 'C' but only extend outward until it reaches the Babich Netsheds.

Paul Gustafson - 8215 Dorotich. Mr. Gustafson, former owner of Arabella's Landing, said he would like to see all the existing docks encompassed as in exhibit 'B', and added he was not against a 90' extension to give all the owners a break. He agreed the mouth of the harbor was a concern.

Ron Ray - 3519 Harborview Drive. Mr. Ray briefly stated that if the harborline was moved out, everyone would benefit and agreed with Bob Frisbie that if one owner benefits, all should benefit equally.

Steve Luengen - 8913 No. Harborview Drive. Mr. Luengen, owner of Peninsula Yacht Basin, said he likes the character of the Harbor and doesn't want to see the harborline extended. He added that as far as lack of overnight facilities, he said he normally has spaces available. He is in favor of exhibit 'A' with minimum expansion, but if council agrees with more expansion, he agreed with Mr. Frisbie and Mr. Ray, it should be done with equality.

After comments from all councilmembers, Mark Hoppen was instructed to draw a 35 foot parallel line extending the harborline, until it reaches a point at the herring netsheds, and using that as a "hinge-point", bring the line back shoreward toward the mouth of the harbor. The new exhibit will be drawn and brought back before council for consideration at a special council meeting to be held Monday, July 18, at 7:00 p.m.

Because the power had not yet returned, it was decided to move items 4 and 5 under New Business to the end because they needed to be recorded.

NEW BUSINESS:

1. First Reading - Ordinance Adopting the 1994 Nonresidential Energy Code. Ray Gilmore presented the first reading of this ordinance to adopt the nonresidential energy code 1994 second addition. This ordinance will return for a second reading at the next, regular council meeting.
2. Chinook Avenue Extension - St. Nicholas Church. Ben Yazici introduced this project and explained that one of the 1994 Public Works objectives was to connect the dead end water lines at the end of Edwards and Coho Streets to improve the water quality in that area. Representatives from St. Nicholas Church offered to deed the property needed for the extended water line to the city in return for having the road paved and installing a fire

hydrant in lieu of granting an easement or having the city purchase the property. Ben recommended complying with the church's request. Carol Morris, legal counsel, voiced concern regarding contaminated soils and recommended Ben obtain a statutory warrant instead of a quit claim deed, and obtain title insurance. Councilman Platt asked if paving this road would constitute a gift of public funds. Carol Morris said because there was an exchange of property, it would not. Ben was instructed to research these items.

MOTION: Move to authorize the Mayor to sign the documents for the right-of-way dedication from Saint Nicholas Church, and to authorize the Public Works Director to build a paved easement road on this property and provide a fire hydrant that will be connected to the new water line, providing that we are indemnified for any potential soil contaminants and an additional condition that we obtain a statutory warranty deed rather than a quit claim deed, and obtain title insurance on the property.
Markovich /

AMENDED MOTION: That an inclusion be made in the motion that the road being cleared and paved be no more than 16 feet wide.
Ekberg/Picinich - three voted in favor. Councilman Platt voted against.

3. TIA Grant for North Harborview Drive Project. Ben Yazici announced that the city had been awarded a grant for the \$26,000 matching funds for the North Harborview Drive Project from the Transportation Improvement Board. He recommended a motion to authorizing signing of the grant documents.

MOTION: Move to authorize the Mayor to sign the grant documents to receive a \$26,000 federal grant from the Transportation Improvement Account.
Picinich/Markovich - unanimously approved.

4. Bond Purchase Contract. Tom Enlow introduced this bond contract with Dain Bosworth to finalized the purchase of the ULID #3 bonds.

MOTION: Move we approve the bond purchase contract and authorize the city officers to sign the same.
Markovich/Platt - unanimously approved.

5. Street Striping Contract - Apply-A-Line. Ben Yazici presented the bids for the street striping project and recommended awarding the contract to the low bidder, Apply-A-Line.

MOTION: Move to award the striping contract to Apply-A-Line Inc. for \$11,716.32, which includes Washington State Sales Tax of 7.9%.
Platt/Picinich - unanimously approved.

6. Liquor License Request - Maritime Mart. Mark Hoppen presented this request and explained that the applicant had yet to obtain site plan approval for the facility. The issue of its proximity to the Henderson Bay Alternative School, and that no other gas station facility in Gig Harbor was allowed to sell alcohol was discussed.

MOTION: Move we deny this application.

Ekberg/Platt - Platt and Ekberg voted in favor. Picinich and Markovich abstained. The motion passed.

The power had not yet been restored, so the following agenda items will be carried over to the special meeting of Monday, July 18th.

1. HEX Recommendation - REZ 94-01 - Providence Ministries.
2. Appeal of HEX Decision - CUP 94-02 - Jackson, Bed & Breakfast.

STAFF REPORTS:

Ben Yazici - Public Works. Ben discussed several issues that had arisen with the bid opening for the Wastewater Treatment Plant Expansion Project, and explained that when these issues were resolved, he would bring the results before council for approval. He added that because of Bill Ireys' hard work, that the Wastewater Treatment Plant had been State accredited to perform analyses testing for biochemical oxygen demand BOD/CBOD, chlorine total residual, dissolved oxygen, pH, fecal coliform, and solids total suspended. Mr. Ireys also developed an extensive procedures manual that included all aspects of testing and the equipment involved.

MAYOR'S REPORT: None scheduled.

COUNCIL COMMENTS:

ANNOUNCEMENT OF OTHER MEETINGS:

Special Meeting of the City Council for the purpose of continuing agenda items not able to be recorded at this evenings meetings, and to formalize a recommendation for the Harborline Alternative to be presented to DNR before the July 21st deadline.

APPROVAL OF BILLS:

MOTION: To approve Bill Vouchers #12514 through #12578, in the amount of \$57,959.94.

Platt/Ekberg - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: To approve Payroll Warrants #9928 through #1040, in the amount of \$164,494.80.
Platt/Ekberg - unanimously approved.

EXECUTIVE SESSION: Continued to the special council meeting of Monday, July 18th.

ADJOURN:

MOTION: To adjourn at 9:44 p.m.
Ekberg/Platt - unanimously approved.

Cassette recorder utilized.
Tape 355 Side A 352 - end.
Tape 355 Side B 000 - end.
Tape 356 Side A 000 - 303.

Due to the power outage at approximately 8:15 p.m., actions from that point until 9:44 p.m. were not tape recorded. A special meeting of the City Council for the purpose to act on the following agenda items: HEX Recommendation - REZ 94-01 - Providence Ministries, the Appeal of HEX Decision - CUP 94-02 - Jackson, Bed & Breakfast, and to formalize a recommendation for the Harborline Alternative to be presented to DNR before the July 21st deadline, will be held on Monday, July 18th, at 7:00 p.m.

Mayor

City Administrator

SPECIAL GIG HARBOR CITY COUNCIL MEETING OF JULY 18, 1994

PRESENT: Councilmembers Platt, Ekberg, Stevens Taylor, Markovich, Picinich and Mayor Wilbert.

PUBLIC COMMENT / DISCUSSION:

CALL TO ORDER: 7:09 p.m.

MOTION: Move we move the executive session to the end of tonight's meeting.
Picinich/Platt - unanimously approved.

OLD BUSINESS:

1. **HEX Recommendation - REZ 94-01 - Providence Ministries.** Ray Gilmore presented a table that staff prepared summarizing the staff analysis on this rezone request located at the corner of Vernhardson and North Harborview Drive. He gave a brief history of the property and explained why it was before Council for consideration of the Hearing Examiner's recommendation. He answered questions from councilmembers regarding the building's history of usage and current condition. Mr. Gilmore will bring back an ordinance at the next regular council meeting supporting council's decision.

MOTION: Move adoption of Alternative Number 4, denying the rezone request.
Platt/Stevens Taylor - unanimously approved.

Richard Chenier - 3415 Vernhardson. Mr. Chenier stated vehemently that he wants a stop sign at the corner of Vernhardson and North Harborview Drive.

2. **Appeal of HEX Decision - CUP 94-02 - Jackson, Bed & Breakfast.** Ray Gilmore presented information regarding the appeal of the Hearing Examiner's decision approving a conditional use permit for this two-bedroom bed and breakfast located at the end of Dorotich Street. The appellant was not present to provide testimony. The applicant, Mary Jackson, explained she had met with Steve Bowman, Building Official, at the property. She explained that she had come up with suitable solutions for each of the items brought up by Messrs. Ellsworth and Thornhill. Councilman Picinich asked that an additional condition be placed upon the conditional use approval providing for equipment to pump water from the property into the sewer rather than running into the bay.

MOTION: Move to adopt Resolution #422 uphold the Hearing Examiner's decision with inclusion of conditions A, B C and adding a 'D' for the pump.
Picinich/Stevens Taylor - unanimously approved.

3. Selection of Harborline Alternative. Mark Hoppen presented an updated exhibit resulting from the request from council for a line be equally extended from the existing harborline out the distance that the Hix dock extended past the existing line, except at the opening of the harbor, where it should extend landward.

Marie Lovrovich - 3319 Ross Avenue. Ms. Lovrovich said she felt the docks that extend past the existing line should be brought into compliance. She added she was against extending the harborline because of the near misses that occur in the harbor now. She said if the harborline were extended, marina people will make more money to the detriment of our beautiful harbor.

Jerry Crutchfield - 2800 Harborview Drive. Mr. Crutchfield asked that if Alternative #4 was taken to the DNR, if that meant it was preferred over the other alternatives. He asked what the plan was for further north and added that in the past many errors were made, and this solution does not correct those errors. He asked that if we accept this line, and other docks go over the line, will we correct those errors or move the line again. He said he hates to see the harbor get smaller by extending the outer harborline.

Scott Davis - 8524 Goodman Drive NW. Mr. Davis, president of the East Gig Harbor Improvement Board, said the views of the recreational boaters were not adequately expressed. He stated that when the harbor gets full, the overflow goes into the eastern portion of the harbor and if the harborline was extended, it would make it more difficult to keep the lane by the marinas clear. He suggested adding signage at the public dock alerting boaters that there is available transient moorage available at places like Arabella's Landing. He said the EGHIB had worked long and hard to preserve keeping as much of the harbor space available and was dismayed to see the extension.

Bob Drohan - 3111 Harborview Drive. Mr. Drohan said that in the summer it was crowded, and in the winter, it was dark. He added that the south channel was narrow enough and that boats back up entering and leaving. He said he would be disappointed if the docks were allowed to be extended another 30 or 40 feet.

Paul Gustafson - 8215 Dorotich. Mr. Gustafson said he appreciated the concerns voiced tonight and previously, especially for the mouth of the harbor, but he felt that there was adequate room in the middle of the harbor. He said people may not be aware that for years the waterfront owners have been charged on their leases for property they already owned, therefore paying property taxes and a lease. He stated that extending the harborline would not hurt navigation and will be an amenity to the harbor.

Stan Stearns - 3323 Harborview Drive.. Mr. Stearns said it is important that everyone remember that there is an incredible amount of restrictions and named several departments that are involved in extending a dock. He said the positive issues if expansion were

allowed that areas that are not in compliance could be brought in and if extended, could be required to have amenities such as pump-outs, restrooms, and other facilities that would make the harbor more attractive. He added that the line only represents a possibility.

Mark Wambold - 7503 Soundview Drive. Mr. Wambold, owner of Marco's Restaurant, said additional transient moorage would be beneficial to his business. He added his business relies upon these people.

Tom Oldfield - Warren Drive, Fox Island. Mr. Oldfield said that when he cruised the harbor he was able to get around without coming near the marinas. He added that people are able to transfer in a relatively small entrance.

Ron Ray - 3519 Harborview Drive. Mr. Ray said it is imperative to move the line out to clear up the legal issues, and that is why this all came about. He said he wants to make sure its done fairly.

Steve Luengen - 8913 No. Harborview Drive. Mr. Luengen said once you push that line out there, it will get built to. He added he harbor area will get smaller and that something irrevocable is being done by extending the line. He said he would like to see the line stay where it is.

Joan Guerlett - 2827 Harborview Drive. Ms. Guerlett stated no one had spoken about the quality of the bay. What used to be a fountain of clams three years ago is now gone. She added that she just wanted to remind people that we have a beautiful bay here and that she hates to see it disintegrate.

Mayor Wilbert added her own comments. She said no one had spoken to the upland development of the harbor. She spoke about parking problems. She added that a plus would be to have the option of more pumpout stations and other amenities for boaters currently not in place. She asked council to consider these issues.

Councilman Markovich said the congestion, the navigable waterway problems, all these problems are things that need to be addressed but are not caused by where the harborline is located. He added that we need to go to the DNR with a strong recommendation that hopefully will have an impact. He said there is plenty of room, and there were several docks that haven't extended to what was believed to be the outerline before and didn't believe there would be a "landrush" to extend if the line were extended.

MOTION: Recommend we move as a body to recommend to DNR that we establish an outer harbor area line which will encompass all existing facilities to the outermost point of the Conan/Hix dock which I understand is approximately 45' outside of what was thought to be the 1974 harborline and to continue that in a fashion which will parallel 45' the 1974

harborline so that all other property owners will have the same extended harborline area as that which the Hix/Conan dock takes and that in the south portion of the harbor that it be tapered such as indicated on your map at the location closest to the harbor entrance that's designated on your map that it be no greater than 50' of distance between the inner harborline and the outer harborline.

Markovich/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move we adjourn to Executive Session at 8:26 for the purpose of discussing property acquisition.

Platt/Stevens Taylor - unanimously approved.

MOTION: Move to return to regular session at 8:40 p.m.

Platt/Stevens Taylor - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:40 p.m.

Stevens Taylor/Platt - unanimously approved.

Cassette recorder utilized.

Tape 356 Side A 304 - end.

Tape 356 Side B 000 - end.

Tape 357 Side A 000 - end.

Tape 357 Side B 000 - 095.

Mayor

City Administrator



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: *JB* Steve Bowman, Building Official/Fire Marshal

DATE: July 20, 1994

RE: Revisions to the Gig Harbor Municipal Code
Adopting the 1994 Nonresidential Energy Code by Reference - *2nd Reading*

The Washington State Building Code Council has adopted the Nonresidential Energy Code, 1994 Second Edition. Carol Morris, Assistant City Attorney has drafted an ordinance to revise Chapter 15 of the Gig Harbor Municipal in accordance with RCW 35A.12.140 and RCW 35A.12.150.

RECOMMENDATION:

After the second reading, the attached ordinance relating to the Nonresidential Energy Code be adopted as revised by the City Council.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING AND CONSTRUCTION, ADOPTING THE 1994 NONRESIDENTIAL ENERGY CODE, WAC 51-11, BY REFERENCE; AMENDING CHAPTER 15.32 OF THE GIG HARBOR MUNICIPAL CODE TO ADD A NEW SECTION 15.32.011.

WHEREAS, the Washington State Building Code Council has adopted the Nonresidential Energy Code, 1994 Second Edition; and

WHEREAS, the State Legislature has codified the Nonresidential Energy Code at Washington Administrative Code chapter 51-11, in chapters 11 through 20 and RS-29 Commercial Building Design by Systems Analysis; and

WHEREAS, the City desires to adopt the Nonresidential Energy Code by reference in order to enforce it locally; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Chapter 15.32 of the Gig Harbor Municipal Code is hereby amended to add a new section 15.32.011, which shall read as follows:

15.32.011 Nonresidential Energy Code adopted.

The Nonresidential Energy Code, 1994 Second Edition, as written by the Washington State Building Code Council, adopted on September 10, 1993, and codified as WAC 51-11, Chapters 11 through 20 and RS-29 Commercial Building Design by Systems Analysis, is adopted for use within the City of Gig Harbor.

Section 2. Copies of Documents on File, Authentication, Recording. Pursuant to RCW 35A.12.140, a copy of WAC 51-11, Chapters 11 through 20 and RS-29 Commercial Building Design by Systems Analysis shall be filed in the office of the City Clerk for use and examination by the public. The City Clerk shall also authenticate and record a copy of these documents in the book of ordinances, along with the adopting ordinance, as required by RCW 35A.12.140 and 35A.12.150.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: June 21, 1994
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ____ day of _____, 1994, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING AND CONSTRUCTION, ADOPTING THE 1994 NONRESIDENTIAL ENERGY CODE, WAC 51-11, BY REFERENCE; AMENDING CHAPTER 15.32 OF THE GIG HARBOR MUNICIPAL CODE TO ADD A NEW SECTION 15.32.011.

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

DATED this ____ day of _____, 1994.

CITY ADMINISTRATOR, MARK HOPPEN

**OGDEN
MURPHY
WALLACE** ATTORNEYS AT LAW

MEMORANDUM

DATE: July 22, 1994

TO: Mayor Wilbert and the Gig Harbor City Council

FROM: Carol Morris, Assistant City Attorney

RE: Coho Street Easement Acquisition

Background

At the Council meeting of July 11, 1994, you voted to conditionally approve the conveyance of property from St. Nicholas Parish to the City for construction of an underground water line. Further detail on this transaction is provided in the Memo from Ben Yazici dated June 23, 1994, contained in your Council packets for the July 11, 1994 meeting. Councilmember Corbett was concerned whether this transaction would violate the Washington State Constitutional prohibition on a municipality's gift of public funds for a private purpose, and he asked me to draft a memo on the subject.

Facts

To briefly summarize, the City needs to acquire an easement on property owned by the Parish in order to construct an underground water line. The Parish offered to convey a strip of property 30 feet wide and 300 feet long to the City in fee, rather than to grant an easement. In exchange for this conveyance, the Parish wanted the City to lay an asphalt driveway over the strip of property, and install a fire hydrant. This driveway would be used by the pastor or other maintenance personnel to access his residence. Ben's analysis of the monetary value of the driveway construction and hydrant installation, compared to the value of the property, led to his conclusion that more than adequate consideration was present to validate the transaction.

I called Rick Evans, the Parish representative, to discuss the details of this conveyance. While the Parish agreed to convey the property by statutory warranty deed, it also had assumed (without any discussion on the subject with Ben,) that after construction the City would have responsibility for perpetual repair, maintenance and liability for the driveway. In effect, the Parish considered this driveway to be in the control of the City just the same as any other City street, regardless of the fact that only Parish representatives would use of the driveway. Ben was not aware of this condition at the time he brought the issue before Council.

Question Presented: Would the City's decision to enter into the above transaction with the additional conditions requested by the Parish violate the constitutional provision which prohibits gifts of public funds?

Analysis of Case Law.

Article 8, section 7 of the Washington Constitution provides:

Credit not to be loaned. No county, city, town or other municipal corporation shall hereafter give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm, or become directly or indirectly the owner or any stock in or bonds of any association, company or corporation.

The framers of the Constitution included this section to prevent abuse by railroads and other powerful private entities that might demand subsidies before locating in communities desirous of their economic and social favors. U.S. v. Town of Bonneville, 94 Wn.2d 827, 838, 621 P.2d 127 (1980). The Supreme Court has "increasingly narrowed the application of this prohibition in order to more precisely conform to 'the evils the framers sought to prevent.'" Northlake Marine Works v. Seattle, 70 Wn. App. 491, 507, 857 P.2d 283 (1993).

In order to determine whether a gift has occurred in violation of this prohibition, it is necessary to find that property has been transferred with donative intent and without consideration. Northlake, supra, 70 Wn. App. at 507. As further explained by the Northlake court:

If donative intent cannot be proved, the adequacy of consideration will not be closely scrutinized, but assessed for legal sufficiency: a bargained-for act or forbearance is considered sufficient consideration. Tacoma v. Taxpayers of Tacoma, 108 Wn.2d at 703 (citing Adams v. UW, 106 Wn.2d 312, 327, 722 P.2d 74 (1986)). An incidental benefit to a private individual will not invalidate an otherwise valid transaction for a public purpose. Tacoma v. Taxpayers of Tacoma, 108 Wn.2d at 705. The Supreme Court has recognized that any in-depth analysis of the adequacy of consideration would interfere with the government's ability to contract and establish a 'burdensome precedent'. Tacoma v. Taxpayers of Tacoma, 108 Wn.2d at 703.

Id. at 507-08.

In Northlake, the City of Seattle agreed to transfer its interest in a portion of a railroad right-of-way in exchange for a perpetual easement for the extension of the Burke-Gilman trail. Id. at 497. Specifically, the easement granted to the City was conditioned upon: (1) the City's completion of a planning process for further extension of the trail; (2) the City's dismissal of its administrative appeal on the abandonment of the railroad right-of-way before the Interstate Commerce Commission; (3) and the assignment of the City's interest in the railroad right-of-way to a private property owner.

Although the transfer was challenged as a violation of the above constitutional prohibition, the Northlake court did not agree:

In sum, the City is receiving the benefit of a perpetual easement, located partially on land to which it asserts a claim and partially on private land. The City also will receive assistance with development and construction of portions of the trail. In addition, the agreement allows the City to avoid the costs of litigating title to the disputed property. The agreement enables the parties to privately resolve their claims without expensive litigation. Such consideration, consisting of a promise to perform and forbearance of a legal right, is sufficient to support the City's conveyance of land in the agreement.

Id. at 508-09. Ultimately, the court determined that there was no violation involving a prohibited gift or lending of credit in support of private individuals.

Analysis of Facts under Applicable Case Law.

Even though a court would probably not initiate an in-depth analysis of the adequacy of the consideration between the parties in the situation here, this situation is unusual because the costs associated with the bargained-for act are not quantifiable. While the City would receive a benefit from the property conveyance, the cost to repair, maintain and assume the liability for this driveway could be a very small amount or a very large amount, depending on factors under the Parish's control. This fact substantially affects any determination whether the City is receiving adequate consideration in this transaction, which could be viewed as a constitutionally prohibited gift of public funds, or as the use of public funds which provides more than an incidental benefit to a private entity.

The Council may also want to consider other factors relating to the "public street" issue. As you know, opening a public street requires prior planning to include it in the City's comprehensive street plan, the allocation of funds for construction and then actual construction to City standards. There simply is no procedure for the construction and opening of public, substandard driveways to access private property. No funds are budgeted for the monitoring, repair and maintenance of such driveways.

Thus, if the Parish still wants to convey the fee to this property to the City, the conveyance should be conditioned upon the Parish's agreement to accept an easement for the driveway, which will transfer all driveway ownership maintenance, repair and liability to the Parish. Rick Evans has informed me that the Parish will probably not be willing to accept such an easement.



City of Gig Harbor. The "Maritime City."

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

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM: Planning Staff

DATE: July 25, 1994

RE: REZ 94-01 - Providence Ministries -- Resolution to deny rezone request

As follow-up to the City Council's decision to deny the requested rezone by Providence Ministries, the attached draft resolution has been prepared for the Council's action which outlines the rezone application and background, the Council's consideration of the application, and the Council's conclusions and decision. Because the Council's decision was to deny the application, the decision is reflected by resolution rather than by ordinance. Accordingly, no second reading will be required. Please be sure that the resolution accurately reflects the Council's July 18th action.

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

A RESOLUTION DENYING AN APPLICATION FOR A REZONE FROM R-1 TO RB-1 WITH A RB-1 CONTRACT OVERLAY ZONE, REJECTING THE HEARING EXAMINER'S RECOMMENDATION OF JUNE 20, 1994.

Be it resolved by the City Council of the City of Gig Harbor to enter the following Findings of Fact relating to the application for rezone by Phillip K. Israelson (Providence Ministries), City File No. REZ 93-01, and the June 20, 1994 recommendation of the Hearing Examiner on this application.

FINDINGS OF FACT

Application and Background.

1. On April 29, 1994, Phillip K. Israelson ("applicant") filed an application on behalf of the property owner, Providence Ministries, for a rezone from R-1 to RB-1 with an RB-2 contract overlay zone for a parcel of property located at 9515 No. Harborview Drive. An application for a variance from Gig Harbor Municipal Code Section (GHMC) Section 17.100.020C was also submitted for a reduction in the minimum lot size of the rezone.
2. The subject property is 19,220 sq. ft. in size, and is zoned residential (R-1). The underlying comprehensive plan designation for the property is Low Urban Residential. It is surrounded on all sides by residential zoned property.
3. The subject property is currently developed with a commercial building which is fully wired for power. The interior of the building is in good to excellent shape and the outside is in reasonable shape. This building is not suitable for a residential dwelling because substantial changes to the interior would be required to accommodate this use. The exterior is also clearly not consistent with residential use.
4. In 1983, the property was zoned RB-1, and the existing structure was renovated to accommodate office use and light assembly. Professional office was a permitted use and development under this zoning classification. Although this use is not allowed under the subsequently adopted R-1 zoning, it was a legally nonconforming use during the period of time that the previous property owner maintained the commercial use.
5. The current owner purchased this property in June of 1990. Since that time, the owner has used the property for storage, which is a use not specifically addressed by the City's Zoning Code.
6. In 1990, the City initiated an area-wide rezone and the subject property was rezoned to R-1. All required notice of the area-wide rezone was provided by the City.

7. The structure was last occupied in 1991. Because the structure has been vacant for more than one year, the property's owner's right to continue the legal nonconforming use under the RB-1 zoning has expired.
8. In August 1993, the property owner requested a contract rezone from R-1 to RB-2, to allow limited light assembly. The Hearing Examiner reviewed the application under the criteria set forth in GHMC Section 17.100.040, which requires consideration of the change in conditions upon which the existing zoning classification is based, sufficient to demonstrate that the current classification does not meet the public interest. Additional information was requested by the Hearing Examiner from the City about the Planning Commission and City Council's intent to rezone this parcel as R-1 in 1990.
9. After researching the City's records relating to the 1990 rezone, the City staff were unable to find any record of any discussion by either the Planning Commission or City Council regarding the subject parcel. Thereafter, the Hearing Examiner determined that the City had unintentionally rezoned the property to R-1, and had erroneously designated this property R-1 on its Official Zoning Map. In his decision of March 2, 1994, the Hearing Examiner did not describe how the application met the rezone criteria set forth in GHMC Section 17.100.040, but recommended to the City Council that the property be rezoned on the basis that an error had occurred.
10. Upon the City Council's review of the rezone application, the City's legal counsel advised that chapter 17.100 GHMC did not provide a "map error correction" process contemplated by the Examiner's decision, and that the application must be processed according to the procedures set forth in chapter 17.100 GHMC for rezones. On March 14, 1994, the Council tabled the proposal indefinitely.
11. The present application for a rezone and variance was submitted to the Hearing Examiner, who held a public hearing on May 25, 1994 to consider the matter.
12. At the hearing, the City staff submitted its report of May 25, 1994, which recommended three actions: (1) approval of the variance; (2) denial of a rezone to RB-1; (3) conditional approval of a contract rezone to RB-2, and the addition of certain conditions in the contract relating to structural design, landscaping, signs and other land use features.
13. Pursuant to GHMC Section 17.10.100, the Examiner's decision on a variance is final. A decision on a rezone is a recommendation to the Council for final action.
14. In his decision of June 20, 1994, the Examiner approved the variance and recommended that the City Council conditionally approve the rezone of the property from R-1 to RB-1 with an RB-2 contract overlay zone. While the Examiner specified that certain conditions be added to the contract submitted by the applicant, he did not recommend inclusion of all conditions recommended by staff in the May 25, 1994 report.

15. Under GHMC Section 17.100.050, the Council is required to consider the Hearing Examiner's recommendation at its next regular meeting after receipt of the recommendation. Although the matter was scheduled to be considered at the Council's next regular meeting, there was a power failure during the meeting, and no tape recording of the meeting could be made. Therefore, the Council scheduled a special meeting to be held on July 18, 1994, for its consideration of the Hearing Examiner's recommendation.

Council Consideration of Application.

16. At a special meeting held on July 18, 1994, the Council considered the report of City staff (for the Planning Director) dated July 11, 1994, the City staff report submitted to the Hearing Examiner dated May 25, 1994, the Hearing Examiner's recommendation of June 20, 1994, the Concomitant Zoning Agreement proposed by the applicant, information submitted in the Council packet on this application and all the oral presentations by Ray Gilmore, Planning Director. All required notices of the meeting were properly given.
17. As stated in GHMC Section 17.28.010, the intent of the RB-1 zone is to serve as a buffer between higher intense commercial uses and lower intense residential uses.
18. As required by GHMC 17.100.040(A), both the Examiner and staff evaluated the application in light of the City's comprehensive plan, and agreed that a contract rezone to RB-2 would further the goals, policies and objectives of the plan. (Staff Report, No. 11, p. 16, May 25, 1994; Examiner decision, p. 3 (adoption of No. 11 of Staff Report by reference in B.), June 20, 1994.)
19. As required by GHMC 17.100.040(B), the staff evaluated whether or not there has been a change in conditions upon which the existing zoning classification is based, sufficient to demonstrate that the current classification does not meet the public interest. (Staff Report, No. 12, p. 16-17, May 25, 1994.) Staff determined that the rezone request was not based upon a change in circumstances since the last rezone, but upon the fact that the previous rezone allowed construction of a commercial building, taken together with the building's current vacant condition. The Examiner determined only that a mapping error occurred, and did not fully discuss this criteria. Specifically, the Examiner did not find that current conditions were not anticipated or foreseen since the last area zoning. (Examiner decision, p. 2, No. I.(B)(1) and II.(A)(1).)
20. As required by GHMC 17.100.040(C), both the Examiner and staff evaluated the application to determine whether it would further the public health, safety and general welfare. The Examiner concluded that the requested RB-2 contract rezone would, with appropriate conditions, accomplish this by allowing a viable use for an existing building which would otherwise remain vacant. (Examiner decision, p. 3, II.(A)(9).) The staff agreed with this conclusion, and also found that if the contract rezone with staff's

recommended conditions was approved, it would allow a viable use for a building that would otherwise remain vacant, become a public nuisance, and contribute to a blighted condition in the area. (Staff Report, p. 17, No. 13.)

21. The Council must consider this application under GHMC Section 17.100.050, which requires the Council to review the report of the planning director and the hearing examiner. In order to approve the rezone request, the Council must find from the facts presented by the findings of these reports that the public health, safety and general welfare would be preserved, and that the rezone would be in keeping with the spirit and intent of the comprehensive plan.

CONCLUSIONS

22. After consideration of these reports and the information presented at the July 18, 1994 public meeting, the Council concludes that the current zoning designation of the subject property is R-1, as shown on the City's Official Zoning Map.
23. The Council concludes that the request for reclassification does not further the goals, policies and objectives of the comprehensive plan. The underlying comprehensive plan designation for this property is Low Urban Residential, and is meant, as a general rule, to provide a guideline for subsequent rezones. Therefore, a rezone of the property to allow commercial uses in an area designated for low intensity residential uses is inconsistent with the comprehensive plan.
24. The Council concludes that there have been no changes in conditions, upon which the existing zoning classification of R-1 is based, sufficient to demonstrate that the current classification does not meet the public's interest. In addition, the applicant has not shown that there has been a material change in circumstances which was not anticipated or foreseen since the adoption of the comprehensive plan or the last area zoning.

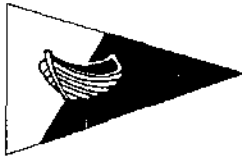
Because the property was once zoned for commercial uses, any commercial use of the property after the R-1 area-wide rezoning could have been maintained as a legal, non-conforming use. However, the property owner allowed its right to maintain the non-conforming use to lapse, and this is the only "changed circumstance" presented to the Council in support of the rezone.

25. The Council concludes that neither of the requested reclassifications, RB-1 or RB-2, meet the code criteria for rezone approval. If the property were to be rezoned to a commercial use in the midst of a residentially zoned area, there would be no buffer between these uses. As a result, the existing residential uses would be negatively impacted by a commercial use, to the detriment of the public health, safety and welfare. Even with the conditions proposed by the Hearing Examiner and the City staff, these obvious public health, safety and welfare concerns would not be satisfied

by the carving out of this subsized property for a rezone incompatible with the comprehensive plan designation.

DECISION

The City Council hereby denies the application request for an approval of a rezone from R-1 to RB-1 with a RB-2 contract overlay zone, No. 93-01, and rejects the Hearing Examiner recommendation of June 20, 1994 on this application.



City of Gig Harbor. The "Maritime City."

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GIG HARBOR, WASHINGTON 98335
(206) 851-8136

MEMORANDUM

TO: Mayor Wilbert and City Council

FROM: Planning Staff *S.O.*

DATE: July 25, 1994

RE: SPR 94-01 -- Request for site plan approval for a retail/office building located at 5790 Soundview Drive.

Mr. Rick North is requesting site plan approval for an office/retail building at 5790 Soundview Drive. This is directly north from and adjacent to the veterinary clinic. The proposal includes a two story building of 8,208 square feet. Required parking will be provided on-site and additional overflow parking is proposed off-site in the Tacoma/Cushman right-of-way. Because the right-of-way is outside of City limits, the City's landscaping and parking standards cannot be applied to the right-of-way parking area. This issue has created disagreement between the Staff, the applicant, and the Hearing Examiner. The staff recommended that the driveway access to the right-of-way not be approved for the following reasons:

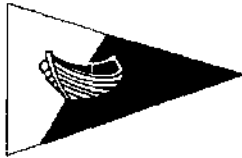
- (a) The City cannot incorporate the right-of-way area into its site plan review process because it is outside the City's jurisdiction.
- (b) As the right-of-way is outside the City's jurisdiction, the City cannot require its parking and landscape standards to be applied to the right-of-way.
- (c) The driveway access is not required for Tacoma to have access to its power line right-of-way. While Tacoma Light has opted to divide its right-of-way into multiple lease areas, the staff believes that the City should not be required to accommodate access to each lease areas if such access is at odds with the city's on-site landscaping requirements.
- (d) Allowing the requested access will result in an encroachment into the required 25 foot rear yard buffer which would require a variance from the landscaping standards. Moreover, the buffer area is already being encroached upon with the proposed parking lot layout. Except for a small area of trees in the front, the rear yard buffer area is the only area on the site where preservation of significant vegetation can be achieved as required by GHMC section 17.78.050.

- (e) The staff does not believe the City should allow removal of vegetation that current codes require to be retained, particularly when such approval accommodates perpetuation of a linear parking strip along the freeway. Moreover, the State Department of Transportation's clearing activities along SR-16 leaves little assurance that a such parking strip will be screened from freeway visibility.

The applicant believes that GHMC section 17.78.100 should be applied to this parcel to accommodate the driveway's buffer encroachment. This section allows the planning director to approve an alternative landscape plan if it results in a superior result than that which would be achieved by strictly following requirements of this chapter. Considering the items mention in a - e above, the staff does not believe that a superior landscaping plan has been proposed, but in fact the proposed plan is contrary to the letter and spirit of the landscaping section's requirements for buffer areas, retention of significant trees, and landscaping of parking lots (we cannot require landscaping for the Tacoma Light right-of-way parking lot). The only area where the staff recommends some flexibility in the landscaping requirement as per section 17.78.100 is the parking lot encroachment into the buffer area. This area does not appear to be a significant encroachment and the bulk of the required landscaping would be retained.

Upon discussing the issue of the rear driveway with the Hearing Examiner, the applicant indicated that the driveway is necessary to provide a hammerhead turnaround for a garbage truck. The staff is not supportive of allowing encroachments into required buffer areas for this purpose. If circulation cannot be achieved on the site within the parameters established by the zoning code, the applicant has the option of (a) applying for a variance if he believes code requirements prevent him from obtaining a reasonable use of the property due to site specific hardships, or (b) scaling the project down to fit within established parameters.

The Hearing Examiner did not agree with the staff on right-of-way access issue and is recommending that the City Council approve the proposed site plan. A copy of the Hearing Examiner's report, along with a site plan, landscaping plan and building elevations, is attached for the Council's review. Also attached is a copy of the staff report to the Hearing Examiner and a draft resolution reflecting the staff's recommendation to the Hearing Examiner. The resolution is a proposed modification of the Hearing Examiner's recommendation. Should the Council agree with the Examiner's recommendation, the resolution will be revised to adopt the Hearing Examiner's findings and conclusions.



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**GIG HARBOR COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

TO: Hearing Examiner
FROM: Planning Staff
DATE: June 22, 1994

RE: SPR 94-01 -- Request for site plan approval for a retail/office building located at 5790 Soundview Drive.

I. GENERAL INFORMATION

APPLICANT: Richard L. North
902 Aurora Avenue South
Tacoma, WA 98465

OWNER: Richard D. North/Janice North
10116 36th St. N.W.
Gig Harbor, WA 98335
Telephone: (206) 565-9466

AGENT: Joseph Ring
P.O. Box 1384
Port Orchard, WA 98366

II. PROPERTY DESCRIPTION

1. **Location:** 5790 Soundview Drive
Tax Assessor's Parcel# 02-21-17-6-013

2. **Site Area/Acreage:** 28,268 Square Feet

3. **Natural Site Characteristics:**

- i. **Soil Type:** Harstine gravelly sand loam
- ii. **Slope:** Gentle downward slope toward the east.
- iii. **Drainage:** Easterly toward road.
- iv. **Vegetation:** Heavily wooded with douglas fir

4. **Zoning:**

i. **Subject parcel:** B-2 - general business

ii. **Adjacent zoning and land use:**

North: B-2 - offices and warehouses

South: B-2 - veterinary clinic

East: B-1 (business district) professional offices

West: Tacoma\Cushman power line right-of-way

5. **Utilities/road access:** The property is served by City sewer and water and is accessed off of Soundview Drive - a city right-of-way.

III. **APPLICABLE LAND-USE POLICIES/CODES**

1. **Comprehensive Plan:** The comprehensive plan designates the area as medium density residential but the property is zoned for commercial use. Relevant policies include the following:

Economics, Page 17, Goal - Develop a Sound Fiscal Base. Help market local socio-economic resources to increase employment opportunities, develop office and industrial park properties and provide the City a sound tax base while providing the residents of the city with a continuing high quality of life.

Job Creation - Help create employment opportunities within the local economy, particularly for residents who commute across the Tacoma Narrows Bridge.

Small Business Development - Encourage local business development opportunities which may be owned by or employ local residents. Promote the local use of special small business financing and management assistance programs. Help identify facilities which may be used for small business start-ups including older structures which may be suitably reused for business purposes.

2. **Zoning Ordinance:**

The site is designated as B-2 (General Business District) per the City of Gig Harbor zoning map.

Section 17.36.010 (Intent) states that a B-2 district is intended to provide for a wide range of consumer goods and services. It is further intended to group buildings and business establishment in a manner that creates convenient, attractive and safe development.

Section 17.36.020 permits retail and office uses.

Section 17.36.050 (minimum Development Standards) establishes minimum development standards for uses in respect to yards (F 20', S 5/10' interior flanking street, R 20'), maximum impervious coverage (70%). The project site is within a height overlay district which permits a maximum height of 35 feet for non-residential structures.

Section 17.36.120 provides performance standards for exterior mechanical devices, outdoor storage of materials, outdoor lighting and the placement and screening of trash receptacles.

Section 17.72 provides the requirements for off-street parking. The proposal would require a minimum of one parking space for each 300 square feet of retail/office floor space.

Section 17.78.020 (Applicability of landscape Requirements) applies to this development. A preliminary landscape plan and site topographic survey has been submitted with the application.

Section 17.78.050 (Preservation of significant trees) states that in the required perimeter areas, applicants shall retain all significant trees. Significant trees are defined as those which contribute to the character of the area and which form a continuous canopy or dense buffer.

Section 17.78.090A (Screening/buffering from SR-16 and SR-16 interchanges) states that all development along the freeway corridor or within the interchange area shall be required to leave a buffer between the property line and any development. This buffer shall be a minimum of twenty-five feet in depth.

Section 17.80 (signage). A conceptual sign plan has been submitted. Upon approval of a site plan, a detailed signage plan which indicates the type and size of sign allocated to each tenant must be submitted for review and approval prior to installation of signage.

(Section 19.96 (Site Plan Review). The stated purpose of site plan review is to ensure that development projects carried out in a given zoning district are executed in a manner consistent with existing ordinances concerning public utilities, traffic, facilities and services and provide unified site design, access, landscaping, screening, building placement and parking lot layout. Site plan review is not intended to review and determine the appropriateness of a given use on a given site. It is intended to insure that the development of a site will provide the features necessary to protect the health, safety and general welfare of the citizens of the city.

IV. BACKGROUND INFORMATION/PROJECT DESCRIPTION:

The current proposal is for a two story structure providing both office and retail space. Due to the slope of the parcel, the architect has been able to design the building so that each floor has

ground floor access from the parking areas. The plan includes parking in both the side and rear yards of the building and provides for a total of 28 parking spaces. Additionally, the plan indicates a driveway access to the Tacoma/Cushman right-of-way. Access to the right-of-way is assumably being retained for over-flow parking. However, there is sufficient code required parking on the site based upon the required one space per 300 square feet of office/retail floor area. The proposed building will include 8,208 square feet of floor area including 5,593 square feet on the main floor and 2615 square feet on the second floor.

V. PUBLIC NOTICE:

The property was posted and legal notice was sent to the Peninsula Gateway and to property owners within 300 feet. As of June 15, 1994 no public input has been received.

VI. ANALYSIS:

Landscape/buffering requirements.

The zoning code requires that development not adjacent to the interchange area be screened from freeway visibility. Screening the building should not be a problem due to the topography of the site in relation to the freeway. There is a significant rise in elevation from the freeway level to the Cushman right-of-way edge and then a drop in elevation to the proposed building pad. Vegetation will therefore play a minor role in screening this parcel. Nonetheless, the parcel is heavily wooded with a continuous canopy of trees which, according to Section 17.78.050 of the zoning code, renders them significant. The code requires preservation of all significant trees within the required perimeter area (which according to section 17.78.090A is 25 feet along the freeway side). The submitted landscape plan identifies a buffer area in the rear where existing trees will be retained. However, much of the required buffer and significant vegetation will be lost due to a proposed driveway access to the Tacoma/Cushman right-of-way. The driveway is not necessary for Tacoma Light to have access to its right-of-way, nor is it necessary for the applicant's code required parking. It does provide a hammerhead turnaround for fire truck access, but the turnaround can be eliminated if the building is equipped with fire supression sprinklers.

In addition to significant tree loss in the rear yard, the plan shows no attempt to preserve trees in the large landscape area near Soundview Drive. A number of trees could be saved in this area with proper precautions before and during construction including (a) identification of building footprints and parking locations, (b) identifying limits of disturbance which includes a reasonable area for construction activities, and (c) the installation of a protective barricade or fence to protect vegetation during the entire construction phase.

A final landscape plan should be submitted which indicates which indicates significant vegetation to be retained on both the front and rear side of the building (b) indicates specific plant species in accordance with zoning code landscaping requirements, and (c) indicates a sprinkling plan.

Tenant signage

The stated intent for site plan review is, in part, to assure a unified design. Because signage plays a critical role in the design of a commercial project and because the proposed building is a multi-tenant structure, a master sign plan should be submitted which identifies the type, location, and maximum area of signage allocated to each tenant space. The sign plan should include details on how the signs should be designed so as to assure unity in the building's overall signage. For example, the sign plan may specify that all signs are to be made of similar materials, letter styles, or background color.

Additional Staff and/or agency comments are as follows:

1. Building Official: The Building Official has submitted the following comments:
 - ◆ Access must be provided to the building in accordance with the Washington State Standards for Access and Federal ADA. Provide landings, ramps, parking stalls, signage and stairways per standards. (i.e.: Minimum of one 16ft wide van stall per floor, 1/12 max. ramp slope).
 - ◆ Exterior building walls within ten (10) feet of property lines must have protected openings and no openings within five (5) feet of property lines.
 - ◆ Fire hydrants must be installed within 150 feet of all portions of the building or alternate methods of construction will be required. A fire sprinkling system may be installed in lieu of a hammerhead turn-around.
 - ◆ A storage area must be provided next to the dumpster enclosure for recycling waste materials.
2. Public Works: The trees, shrubs and/or power poles located within the right-of-way on the north side of Olympic Drive Northwest should be removed in order to improve the available entering sight distance to the driveway.
3. SEPA Responsible Official: A SEPA determination was done on the project on May 16, 1994. The SEPA Responsible Official has determined that this project will have no significant impacts on the environment and has issued a determination of non-significance, pursuant to WAC 197-11-800.

VII. RECOMMENDATION

Based upon a site inspection and the analysis contained in Part VI of this report, the Staff recommends that the Hearing Examiner forward a positive recommendation to the City Council for SPR 94-01 subject to the following conditions:

1. A storm water drainage plan must be submitted to the Public Works Department prior to building permit issuance.
2. All significant trees within the proposed buffer and perimeter landscape areas (both front and back) shall be retained. This will require eliminating the driveway access to the Tacoma/Cushman right-of-way. It will also require preliminary identification of the building and parking pavement edge and installation of a protective barricade before major excavation begins. The barricade should be visually and functionally significant (e.g. a fence made of plywood or construction safety fencing attached to steel T-posts or heavy lumber). The barricade shall be retained and maintained in good condition during the entire construction phase, including major excavation and clearing, and shall not be removed until the parking area has been paved or until approved by the Planning Staff.
3. Prior to building permit issuance, a master sign plan shall be submitted to and approved by the Planning Staff which identifies the type, size, and location of signage allocated to each tenant space (consistent with current sign code regulations) and which includes details on how the signs should be designed so as to assure unity in the building's overall signage.
4. All parking stalls shall be a minimum of 9 X 19 feet except for required handicap stalls which shall be installed in accordance with ADA standards and as approved by the Building Official.
5. Fire hydrants must be within 150 feet of any portion of the building and the building must include a fire-sprinkler system as reviewed and approved by the Building Official/Fire Marshal.
6. All landscaping shall be installed prior to issuance of a final occupancy permit.
7. Prior to permit issuance a final landscape plan shall be reviewed and approved by the Planning Staff. The plan shall indicate (a) significant vegetation to be retained on both the front and rear side of the building, (b) specific plant species in accordance with zoning code landscaping requirements, and (c) a sprinkling plan.
8. The final site and landscape plan shall indicate a location for waste recycling bins.
9. All trees, shrubs and/or power poles located within the right-of-way which interfere with safe site distances shall be removed. The Public Works Department shall review and approve final site and landscape plans to assure adequate site distance.

Project Planner: Steve Osguthorpe, Associate Planner



Date: June 20, 1994

**CITY OF GIG HARBOR
HEARING EXAMINER
FINDINGS CONCLUSIONS AND RECOMMENDATION**

APPLICANT: Richard North
CASE NO.: SPR 94-01
LOCATION: 5790 Soundview Drive
APPLICATION: Request for site plan approval for a retail /office building.

SUMMARY OF RECOMMENDATIONS:

Planning Staff Recommendation: Approve with conditions
Hearing Examiner Recommendation: Approve with conditions

PUBLIC HEARING:

After reviewing the official file which included the Planning Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the North application was opened at 5:00 PM, June 22, 1994, in City Hall, Gig Harbor, Washington, and closed at 5:35 PM. Participants at the public hearing and the exhibits offered and entered are listed in the minutes of the hearing. A verbatim recording of the hearing is available in the Planning Department.

FINDINGS CONCLUSIONS AND RECOMMENDATION:

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

I. FINDINGS:

- A. The information contained on pages 1 through 5 of the Planning's Staff Advisory Report (Hearing Examiner Exhibit A) is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as a part of the Hearing Examiner's findings of fact, except as otherwise noted in this report. A copy of said report is available in the Planning Department.
- B. The applicant and his representatives testified at the hearing that overflow parking should be provided within the power line right-of-way. They said that in addition to providing extra parking for the project, the access to the parking would also provide a better turnaround area for trucks (i.e., fire, garbage). They indicated they had an annual lease from the City of Tacoma as do other businesses in the area.

They said they have tried to save as many significant trees on site as possible and proposed that an access drive be permitted through the existing trees to the power line right-of-way and proposed that condition #6 be modified to allow landscaping to be installed during the first growing season.

- C. Steve Osguthorpe responded that a 25 foot setback is required in the rear and stated that the project should be self-contained. He also noted that the only real opportunity to retain significant trees on the site will be in the front and rear yards.
- D. The applicant and his representatives responded that the property is zoned B-2 and it must be expected that some trees will be lost through the development of the property. They re-emphasized the safety enhancements which would be provided if the access to the power line right-of-way would be provided, and said that a buffer could be provided within the right-of-way.

They also suggested that the modifications proposed in this project should be looked at under Section 17.78.100 of the Code, which allows alternative landscaping plans.

- E. Steve Osguthorpe responded that alternative landscape plans are allowed when superior results are achieved and he noted that at this time the proposal would not result in a superior result. Condition #6 could be modified to allow installation of landscaping during the first growing season following construction, if the landscaping was to be bonded.

II. CONCLUSIONS:

- A. It is reasonable to allow landscaping to be installed during the first growing season after construction of the project, if the landscaping is properly bonded to insure that it will be installed.
- B. The applicant's request to provide access to overflow parking in the power line right-of-way is reasonable particularly since it will also provide better emergency access to the site. The site is a long, narrow site and even if sprinklers are provided in the building, the site will still be difficult to serve with emergency vehicles unless the additional access is provided. The access should be kept to the minimum width which will allow safe access, while at the same time provide maximum possible buffer.
- C. Except for the access to the power line, all other landscape requirements should be complied with.

- D. All parking stalls which are used to meet the parking requirements, must be located on the applicant's property and not on adjacent right-of-way.
- E. If approved subject to the conditions listed below, the application will meet the requirements for site plan approval.

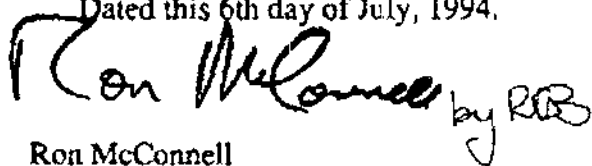
III. RECOMMENDATION:

A. Based upon the foregoing findings of fact and conclusions, it is recommended that the site plan be approved, subject to the following conditions:

1. A storm water drainage plan must be submitted to the Public Works Department prior to building permit issuance.
2. All significant trees within the proposed buffer and perimeter landscape areas (front, rear, and sides) shall be retained, except for a 20 foot wide driveway access to the Tacoma/Cushman right-of-way. It will also require preliminary identification of the building and parking pavement edge and installation of a protective barricade before major excavation begins. The barricade should be visually and functionally significant (e.g., a fence made of plywood or construction safety fencing attached to steel T-posts or heavy lumber). The barricade shall be retained and maintained in good condition during the entire construction phase, including major excavation and clearing, and shall not be removed until the parking area has been paved or until approved by the Planning Staff.
3. Prior to building permit issuance, a master sign plan shall be submitted to and approved by the Planning Staff which identifies the type, size, and location of signage allocated to each tenant space (consistent with current sign code regulations) and which includes details on how the signs should be designed so as to assure unity in the building's overall signage.
4. All parking stalls shall be a minimum of 9 feet x 19 feet except for required handicap stalls which shall be installed in accordance with ADA standards and as approved by the Building Official.
5. Fire hydrants must be within 150 feet of any portion of the building and the building must include a fire-sprinkler system as reviewed and approved by the Building Official/Fire Marshal.

6. All landscapes shall be installed prior to issuance of a final occupancy permit, or during the first growing season following occupancy if a landscape bond acceptable to the City is provided prior to issuance of the Certificate of Occupancy.
7. Prior to permit issuance a final landscape plan shall be reviewed and approved by the Planning Staff. The plan shall indicate (a) significant vegetation to be retained on both the front, rear, and side of the building, (b) specific plant species in accordance with zoning code landscaping requirements, and (c) a sprinkling plan.
8. The final site and landscape plan shall indicate a location for waste recycling bins.
9. All trees, shrubs and/or power poles located within the right-of-way which interfere with safe sight distances shall be removed. The Public Works Department shall review and approve final site and landscape plans to assure adequate sight distance.
10. The landscape plan shall meet all regular provisions of the code, except as otherwise noted in the above conditions.

Dated this 6th day of July, 1994.

 by RB

Ron McConnell
Hearing Examiner

RECOMMENDATION:

Any aggrieved person feeling that the decision of the Examiner is based on erroneous procedures, errors of law or fact, error in judgment, or the discovery of new evidence which could not be reasonably available at the prior hearing, may make a written request for reconsideration by the Examiner within ten (10) days of the date the decision is rendered. This request shall set forth the specific errors of new information relied upon by such appellant, and the Examiner may, after review of the record, take further action as he or she deems proper.

COUNCIL ACTION:

Any application requiring action by the City Council shall be taken by the adoption of a resolution or ordinance by the Council. When taking any such final action, the Council shall make and enter Findings of Fact from the record and conclusions therefrom which support its action. The City Council may adopt all or portions of the Examiner's Findings and Conclusions.

In the Case of an ordinance or rezone of property, the ordinance shall not be placed on the council's agenda until all conditions, restrictions, or modifications which may have been stipulated by the Council have been accomplished or provisions for compliance made to the satisfaction of the Council.

The action of the Council, approving, modifying, or reversing a decision of the Examiner, shall be final and conclusive, unless within twenty (20) business days from the date of the Council action an aggrieved party of record applies for a Writ of certiorari to the Superior Court of Washington for Pierce County, for the purpose of review of the action taken.

**MINUTES OF THE JUNE 22, 1994
HEARING OF THE
NORTH APPLICATION**

Ron McConnell was the Hearing Examiner for this matter. Participating in the hearing were: Steve Osguthorpe, representing the City of Gig Harbor; Richard North, the applicant; and Joe Ring and Craig Flanne, representing the applicant.

EXHIBITS:

The following exhibits were offered and entered into the record:

- A. Planning Staff's Advisory Report;
- B. Overflow parking diagram;
- C. Photos of transmission right-of-way;
- D. Topo map of section;
- E. Section 17.78.100 of the Gig Harbor Zoning Code

PARTIES OF RECORD:

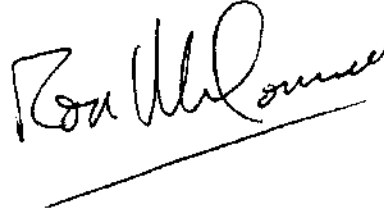
Richard North
902 Aurora Avenue South
Tacoma, WA 98465

Craig Flanne
PACTECH Engineers
2601 S. 35th , #200
Tacoma, WA 98049

Joseph Ring
P.O. Box 1384
Port Orchard, WA 98366

**CITY OF GIG HARBOR
HEARING EXAMINER
MEMO**

To: Steve Osguthorpe, Associate Planner

A handwritten signature in cursive script, reading "Ron McConnell", is written over a horizontal line. The signature is positioned to the right of the "To:" field.

From: Ron McConnell, Hearing Examiner

Subject: SPR 94-01

Date: July 13, 1994

Greg Moore of PACTECH called me today to ask for clarification on the width of the driveway access to the Tacoma/Cushman right-of-way. The width of the driveway in recommended condition #2 in my July 6, 1994 report should read 24 feet instead of 20 feet.

RM/bf

cc: Greg Moore

**CITY OF GIG HARBOR
RESOLUTION # _____**

WHEREAS, Rick North has requested site plan approval for the construction of an office/retail building at 5790 Soundview Drive; and,

WHEREAS, the Gig Harbor City Council has adopted Ordinance #489 which establishes guidelines for the reviewing of site plans; and,

WHEREAS, the Planning Department for the City of Gig Harbor has recommended conditional approval of the project, in a staff report dated June 22, 1994; and

WHEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the application on June 22, 1994 to accept public comment on; and,

WHEREAS, the City of Gig Harbor Hearing Examiner has made specific findings and conclusions and has recommended conditional approval of said site plan in his report dated July 19, 1993; and,

WHEREAS, the City Council, during its regularly scheduled meeting of August 9, 1993, has considered the Hearing Examiner's recommendation and has determined that his recommendation relies upon (a) approval of an alternative landscape plan as defined in GHMC 17.78.100 which allows an alternative landscape plan if the landscape plan is superior to what would be achieved through a strict application of the code's landscaping requirements, or (b) a variance from the zoning code requirements to provide a twenty five foot wide buffer in the rear and to retain significant vegetation within perimeter and buffer areas (GHMC sections 17.78.090 and 17.78.050 respectively); and,

WHEREAS, the City Council has determined that the proposed landscape plan does not result in a superior landscape plan that what would be achieved through a strict application of the code but in fact results in less vegetative areas and in a significant loss of significant on-site vegetation that would otherwise be achieved through a strict application of the code; and

WHEREAS, a variance has not been granted to reduce the minimum rear yard buffer area; and

WHEREAS, the City Council has determined that the findings, conclusions and recommendations of the Staff in their report to the Hearing Examiner dated June 22, 1994 accurately reflect site conditions, zoning code requirements and building code requirements; and

WHEREAS, the City Council has determined that the findings, conclusions and recommendation of the Hearing Examiner in his report dated July 6, 1994, with the exception of conclusions B & C accurately reflect site conditions, zoning code requirements and building code requirements;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, the recommendation of the Hearing Examiner is modified and the North Retail/Office Park site plan (SPR 94-01) is hereby approved subject to the following conditions:

1. A storm water drainage plan must be submitted to the Public Works Department prior to building permit issuance.
2. All significant trees within the proposed buffer and perimeter landscape areas (front, rear, and sides) shall be retained. This will require eliminating the proposed driveway access to the Tacoma/Cushman right-of-way. It will also require preliminary identification of the building and parking pavement edge and installation of a protective barricade before major excavation begins. The barricade should be visually and functionally significant (e.g., a fence made of plywood or construction safety fencing attached to steel T-posts or heavy lumber). The barricade shall be retained and maintained in good condition during the entire construction phase, including major excavation and clearing, and shall not be removed until the parking area has been paved or until approved by the Planning Staff.
3. Prior to building permit issuance, a master sign plan shall be submitted to and approved by the Planning Staff which identifies the type, size, and location of signage allocated to each tenant space (consistent with current sign code regulations) and which includes details on how the signs should be designed so as to assure unity in the building's overall signage.
4. All parking stalls shall be a minimum of 9 feet x 19 feet except for required handicap stalls which shall be installed in accordance with ADA standards and as approved by the Building Official.
5. Fire hydrants must be within 150 feet of any portion of the building and the building must include a fire-sprinkler system as reviewed and approved by the Building Official/Fire Marshal.
6. All landscapes shall be installed prior to issuance of a final occupancy permit, or during the first growing season following occupancy if a landscape bond acceptable to the City is provided prior to issuance of the Certificate of Occupancy.
7. Prior to permit issuance a final landscape plan shall be reviewed and approved by the Planning Staff. The plan shall indicate (a) significant vegetation to be retained on both the front, rear, and side of the building, (b) specific plant species in accordance with zoning code landscaping requirements, and (c) a sprinkling plan.
8. The final site and landscape plan shall indicate a location for waste recycling bins.
9. All trees, shrubs and/or power poles located within the right-of-way which interfere with safe sight distances shall be removed. The Public Works Department shall review and approve final site and landscape plans to assure adequate sight distance.

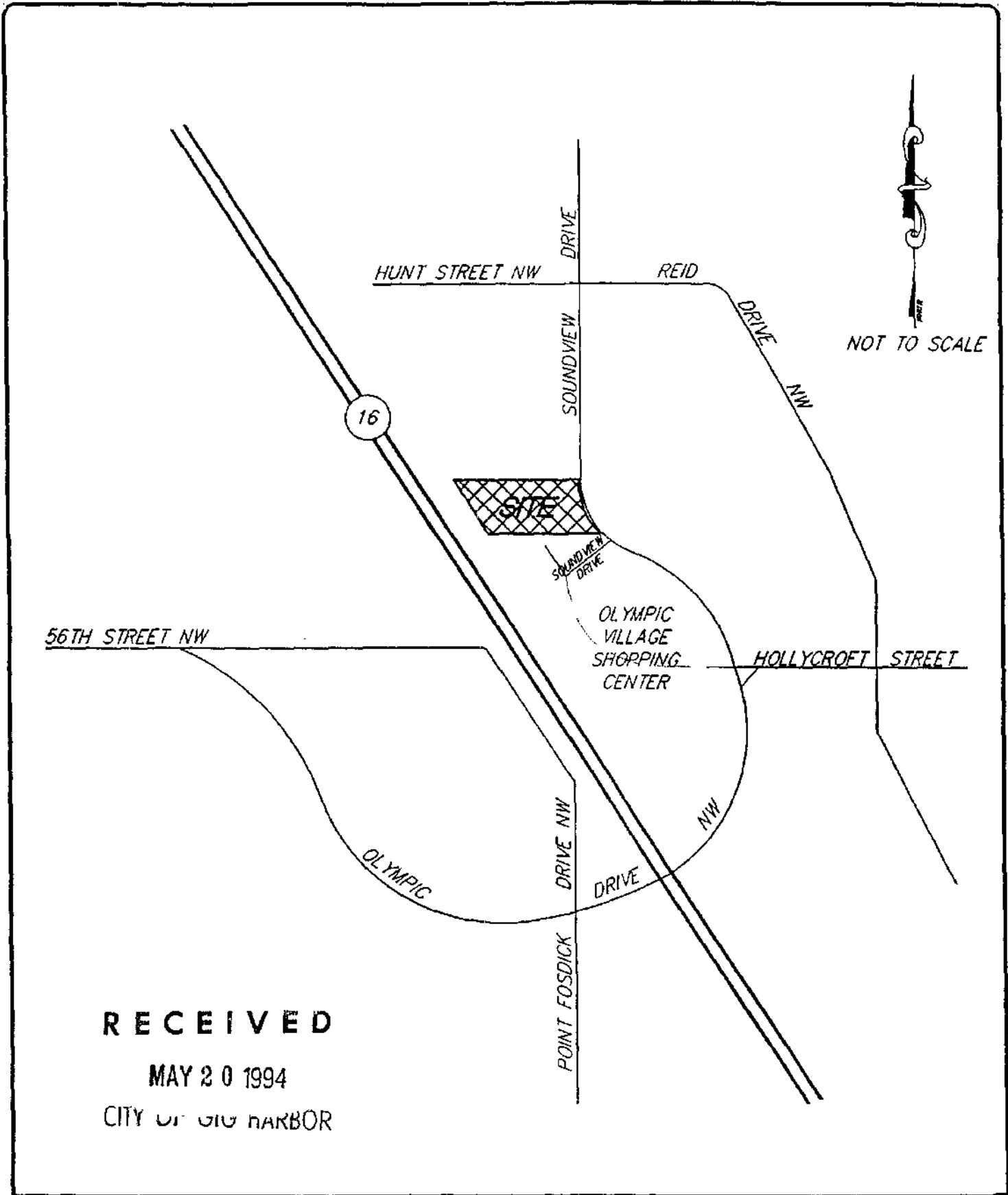
10 The landscape plan shall meet all regular provisions of the code

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the Council held on this 25th day of July, 1994.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator/Clerk



RECEIVED

MAY 20 1994

CITY OF GIG HARBOR



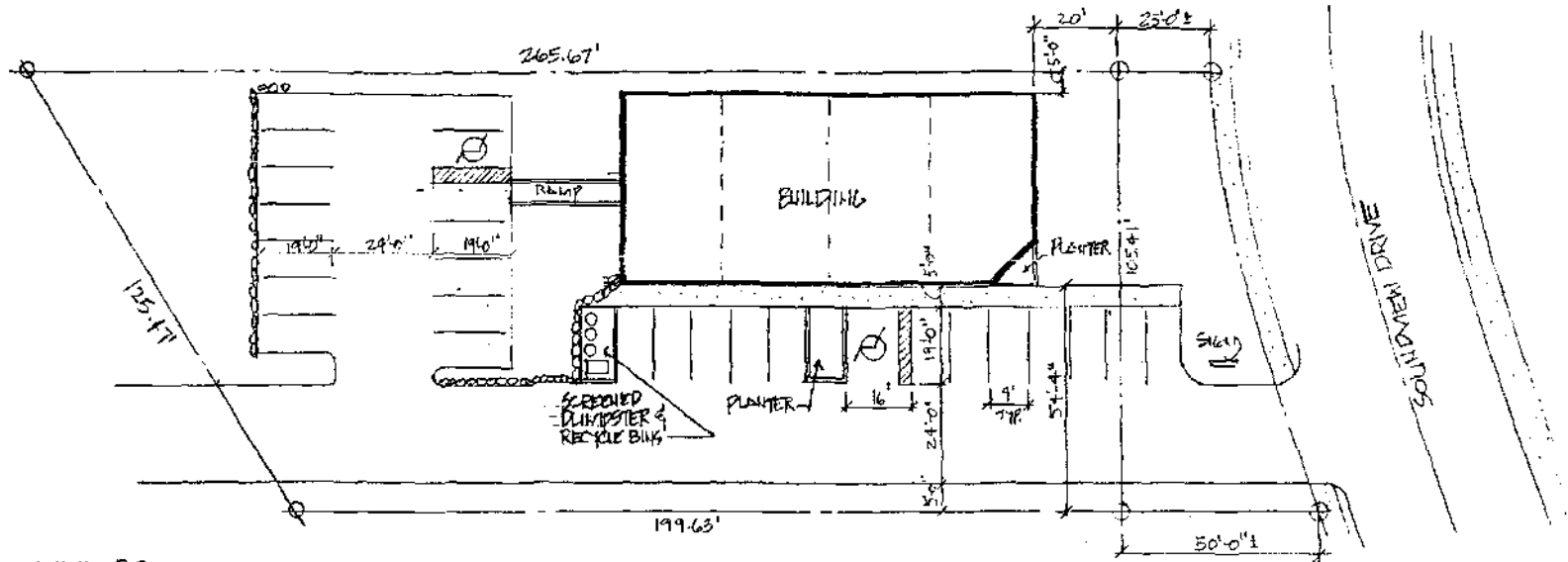
PAC-TECH Engineering, Inc.
 Engineers / Planners / Surveyors / Environmental Specialists

425-1181
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VICINITY MAP

NORTH BUSINESS PARK

FIGURE
 1



ZONING - B-2
 LOT AREA - 24,520 SF
 LANDSCAPING REQ. - 7,356 SF
 LANDSCAPING PROVIDED - 7,400
 BUILDING (TOTAL AREA)
 LOWER FLOOR - RETAIL - 4,806 SF
 UPPER FLOOR - OFFICE - 3,294 SF
 TOTAL SF - 8,100
 PARKING SPACES REQ. - 27
 PARKING SPACES PROVIDED - 27

LOT 4, GIG HARBOR SHORT PLAT NO. 800-525-02-09

SME PLAN



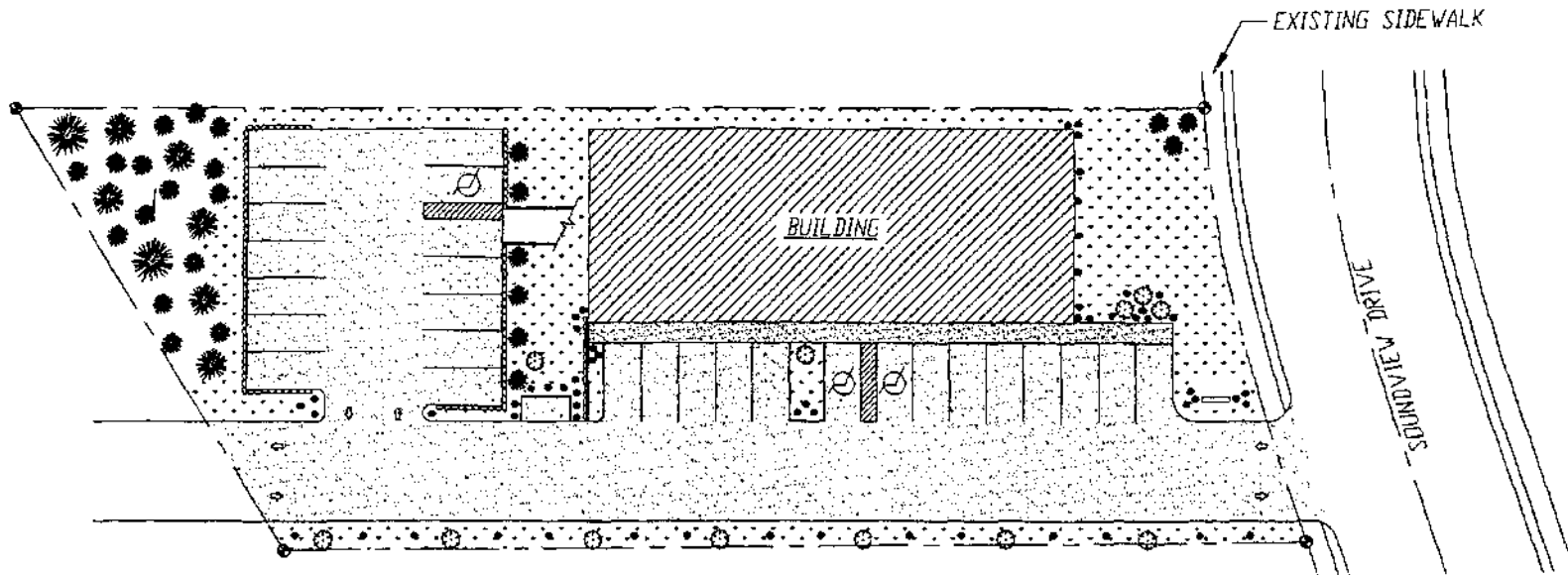
NORTH RETAIL/BUSINESS PARK

OWNER: RICHARD NORTH 6331 8th AVE. TACOMA, WA 98409

JOSEPH GRAHAM RING

ASSOCIATE MEMBER - AMERICAN INSTITUTE OF ARCHITECTS
 P.O. BOX 1384
 715 1/2 BAY STREET
 PORT ORCHARD, WA. 98366
 (206) 895-0874

6/7/94



LEGEND

- EXISTING EVERGREEN TREES
- NEW EVERGREEN TREES
- ⊗ NEW DECIDUOUS TREE
- NEW EVERGREEN BUSH
- ▨ NEW GROUND COVER
- ▩ CONCRETE WALKS
- ⋯ ASPHALT DRIVE

LANDSCAPE SITE PLAN 

SCALE 1"=30'-0"

NORTH RETAIL/BUSINESS PARK

FEBRUARY 8, 1994

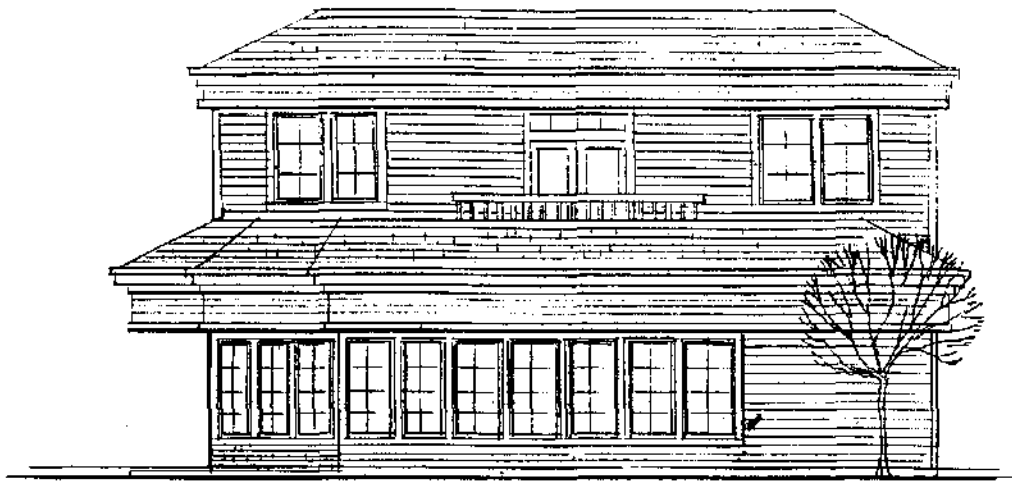
OWNER: RICHARD NORTH
 6331 6TH AVE.
 TACOMA, WA. 98355
 (206) 565-9466

JOSEPH GRAHAM RING - DESIGN
 ASSOCIATE MEMBER - AMERICAN INSTITUTE OF ARCHITECTS
 715 1/2 BAY STREET P.O. BOX 138A
 PORT ORCHARD, WASHINGTON 98366 (206) 895-0874



SOUTH ELEVATION

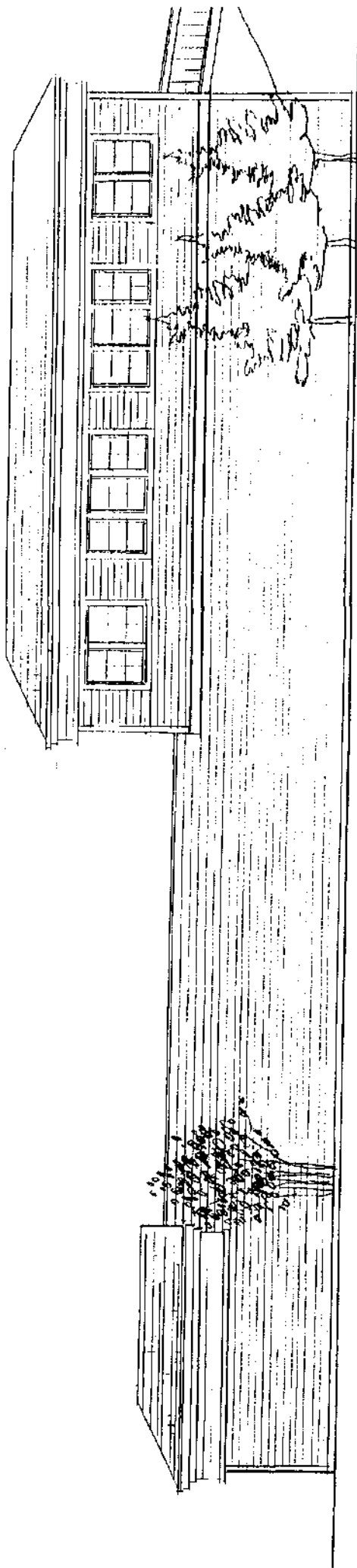
1/8" = 1'-0"



EAST ELEVATION
1/8" = 1'-0"

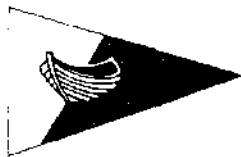


WEST ELEVATION
1/8" = 1'-0"



NORTH ELEVATION

18410




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:  Ray Gilmore, Director, Planning Department-Building Department

DATE: July 21, 1994

SUBJ.: 1st Reading of Ordinance -- Annexation 93-02 (Nelson)

Attached for your consideration is the ordinance to annex an area as petitioned by Anna Nelson consisting of a one acre parcel located east of and adjacent to Soundview Drive. The Council passed Resolution #417 on May 9, 1994, accepting the annexation petition, subject to the conditions as described in the ordinance.

The Notice of Intention to Annex was filed with the Pierce County Boundary Review Board on May 24th, 1994. The Board's jurisdiction has not been invoked and the 45 day review period has lapsed. Consequently, the annexation is approved by the Pierce County Boundary Review Board.

This is the first reading of the ordinance. A second and final reading is scheduled for the Council Meeting of August 8, 1994.



Pierce County

Department of Planning and Land Services

2401 South 35th Street
Tacoma, Washington 98409-7480
(206) 591-7200 • FAX (206) 591-3131

DEBORA A. HYDE
Director

RECEIVED

JUL 14 1994

CITY OF GIG HARBOR

July 12, 1994

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

ATTN: Mark Hoppen, City Administrator
RE: Case No. A-94-9 (Nelson Annexation)

Dear Mr. Hoppen:

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on May 24, 1994, and the Board's jurisdiction has not been invoked.

Accordingly, as provided by RCW 36.93.100, the subject proposal is approved by the Boundary Review Board.

The City of Gig Harbor needs to submit a certified copy of its final ordinance formally extending its municipal boundaries to accomplish completion of the proposal. Please be sure that the legal description is attached to or contained within the ordinance. The ordinance should come directly to the Boundary Review Board for distribution to all concerned County departments.

Sincerely,

Cindy Willis

CINDY WILLIS, Chief Clerk
Pierce County Boundary Review Board

C:\BRB45end



**CITY OF GIG HARBOR
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR
ADOPTING THE ANNEXATION FOR THE AREA KNOWN AS THE NELSON
ANNEXATION (ANX 93-02) AS SUBMITTED BY PETITIONER ANNA NELSON AND
ESTABLISHING A ZONING DESIGNATION OF R-2 (SINGLE FAMILY/DUPLEX) FOR
THE AREA.**

WHEREAS, on December 21, 1993, a petition for annexation of approximately 1 acre was submitted for the property lying east of Soundview Drive, at 65th Street Court NW; and,

WHEREAS, the petition which has been certified by the City Administrator as legally sufficient containing the signatures of not less than 100% of the owners of assessed evaluation and the legal description of the subject property are attached to this resolution and made a part hereto; and,

WHEREAS, such annexation proposal is within the Urban Area Boundary as defined in the Urban Area Agreement of September, 1987, between Pierce County and the City of Gig Harbor; and,

WHEREAS, such annexation proposal is within the future potential annexation area as defined by the City of Gig Harbor; and

WHEREAS, the petitioner requests annexation to obtain city services, principally sewer, to correct an on-site sewage disposal problem; and,

WHEREAS, on the 8th of March, 1993, the City Planning Commission conducted a public hearing on the proposed zoning for the property; and,

WHEREAS, the Planning Commission found that a zoning designation of R-2 (single family/duplex) is appropriate for the parcel as the property is built-out with two-family dwelling units at a density compatible with the proposed zone; and,

WHEREAS, the City Council has reviewed the petition for annexation in which the petitioner agrees to annexation under the following terms:

1. Assumption by the property owners their portion of the City of Gig Harbor's indebtedness;
2. The area shall be zoned as single family/duplex (R-2), subject to the City of Gig Harbor Zoning Code, Title 17 of the Gig Harbor Municipal Code;

WHEREAS, on March 3, 1994 a determination of non-significance was issued for the proposal, based upon a review of the environmental documents submitted by the petitioner, in accordance with the City of Gig Harbor Environmental Policy Ordinance, Title 18 of the Gig Harbor Municipal Code; and,

WHEREAS, at the public hearings of March 28, 1994 and May 9, 1994, the City Council does hereby declare its intent to authorize and approve said annexation, and to accept same as a part of the City of Gig Harbor; and,

WHEREAS, a Notice of Intention to annex was filed with the Pierce County Boundary Review Board on May 24, 1994 and the Board's jurisdiction was not invoked; and,

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. The City Council of the City of Gig Harbor does hereby declare its intent to authorize and approve the annexation and to accept the subject property as described in Exhibit "A" as part of the City of Gig Harbor with the following requirements:

1. Assumption by the property owners their portion of the City of Gig Harbor's indebtedness.
2. The area shall be zoned as single family residential/duplex (R-2) subject to the City of Gig Harbor Zoning Code, Title 17 of the Gig Harbor Municipal Code.

Section 2. The City Clerk of the City of Gig Harbor hereby declares the annexation petition contiguous with the boundaries of the City of Gig Harbor and said property which is more particularly described in the petition which is marked Exhibit "A" and which is made a part hereto.

PASSED AND APPROVED, at the regularly scheduled City Council meeting of the 25th day of July, 1994.

Gretchen Wilbert, Mayor

ATTEST:

Mark E. Hoppen, City Administrator
Filed with City Clerk: 7/20/94
Ordinance Adopted:
Summary of Ordinance Published:
Effective Date:

EXHIBIT A
LEGAL DESCRIPTION
ANX 93-02

Beginning at the southwest corner of the south east quarter of Section 8, Township 21 North, Range 2 E.WM, thence east thirty feet along the south line of said section to the east right-of-way line of Soundview Drive; thence north along the east right-of-way line of Soundview Drive 380 feet more or less to the northwest corner of that parcel annexed to the City of Gig Harbor under Ordinance #370, which is the true point of beginning.



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: BEN YAZICI, DIRECTOR OF PUBLIC WORKS .334
SUBJECT: WASTE WATER TREATMENT PLANT EXPANSION PROJECT
CONTRACT AWARD
DATE: JULY 19, 1994

INTRODUCTION

One of the Public Works Department objectives for this year is to complete the design and begin construction of the Waste Water Treatment Plant Expansion project. The design phase of the project is completed and we solicited bids for the construction. Fourteen (14) bids, with bid bonds, were received. The low responsive bid was submitted by McClure and Sons, Inc., from Mill Creek, Washington, in the amount of \$2,289,855.96, including sales tax. The purpose of this memorandum is to review the bids with you and receive your approval to award the contract to McClure and Sons, Inc.

BACKGROUND/ISSUES

The bid opening was held at the City Hall on June 30, 1994 at 2:00 pm. The fourteen bidders and their respective bid amounts, including sales tax and all optional items are as follows:

1.	Richard L. Martin, Inc.	\$2,271,925.09
2.	McClure & Sons, Inc.	\$2,289,855.96
3.	Pacific Crest Construction,	\$2,328,319.42
4.	Pease Construction, Inc.	\$2,386,705.92
5.	Will Construction, Co., Inc.	\$2,405,287.38
6.	Harbor Pacific Contractors, Inc.	\$2,426,563.10
7.	Olympic Western Co.	\$2,450,243.91
8.	Imco	\$2,505,974.58
9.	Seaboard Construction, Inc.	\$2,588,258.80
10.	PK Contractors, Inc.	\$2,628,271.36
11.	Stan Palmer Construction, Inc.	\$2,634,179.96
12.	Pacific Western	\$2,664,851.62
13.	Wade Perrow Construction, Inc.	\$2,694,121.65
14.	Lugo Construction, Inc.	\$2,855,499.80

Richard L. Martin, Inc., reported within one hour after the bid opening that he had made an error in his entry of the amount for one bid item (No. 32 - Solid Bowl Centrifuge). He reported that the error occurred when he entered \$15,215 rather than \$152,151 for this item, and he provided documentation of this bid entry error. Since this mistake caused his bid to be \$147,754 less than he intended, he requested that his bid be withdrawn. Due to the immediate notification of the error by the bidder, and since the hardship on the contractor to perform the work at the submitted price would

create an undesirable working relationship, I am recommending that the Council grant Richard L. Martin, Inc.'s request to withdraw his bid. Assuming that this request would be granted, this bid was not given further consideration.

Corrections were made to the McClure & Sons Inc. proposal amount to correct a \$54,640.56 error in the total construction cost. This error was due to incorrect addition of individual line item costs and due to incorrect multiplication by the bidder of submitted unit prices and quantities for items No. 9 (gravel base) and No. 14 (concrete, 3,500 psi). The corrections of these errors resulted in the lowering of the total construction cost to \$2,289,855.96, which changed this bid to the lowest received. McClure and Sons Inc. was notified of the correction to their bid amount, and the bidder verified in a written statement that he would perform the contract work for the corrected total construction cost.

Minor corrections to the Pacific Crest Construction, Inc. proposal amount were made to correct a \$161.58 error in the total construction cost. These errors were due to incorrect multiplication of submitted unit prices and item quantities.

A minor correction to the Pease Construction, Inc. proposal amount was made to correct \$0.08 sales tax error in the total construction cost.

A minor correction to the Will Construction, Inc. proposal amount was made to correct a \$.38 sales tax error in the total construction cost.

A correction to the Olympic Western Company proposal amount was made to correct a \$4,315.91 error in the total construction cost. This error was due to incorrect addition of individual line item costs.

Corrections to the Lugo Construction, Inc. proposal amount was made to correct a \$405,301.80 error due to incorrect addition of individual line item costs. The correction increased the total construction cost by this amount and changed the bid to the highest received.

A correction to the Imco General Construction, Inc. proposal amount was made to correct a \$1,287.79 error in the total construction cost. This error was due to incorrect addition of individual line item costs.

A correction to the Wade Perrow Construction, Inc. proposal amount was made to correct a \$4,855.35 error in the total construction cost. This error was due to incorrect addition of individual line item costs.

A correction to the Pacific Western proposal amount was made to correct \$53,932.71 error due to incorrect addition of individual line item costs. The correction decreased the total construction cost by this amount and changed the bid to 12th place in the bid order.

The low bid by McClure and Sons, Inc. is approximately \$100,000 less than the Engineers Estimate of \$2,371,500 including sales tax.

The bid from McClure & Sons, Inc. includes the bid amounts for nine optional items that may be deducted at our option. The low bid amounts, including sales tax, for these nine items are listed below. These optional items are listed in decreasing order of recommended importance to the successful operation of the expanded waste water treatment plant. It is our consultant's recommendation that if the City must deduct some of these items due to budgetary considerations, at least items #1 through #5 be kept within the contracted work.

Optional Items

<u>Priority</u>	<u>Item</u>	<u>Bid Item No.</u>	<u>Low Bid Amount (Incl. Sales Tax)</u>
1.	Polymer Feed Equipment	18	\$57,187.00
2.	Blower	27	\$21,580.00
3.	Dissolved Oxygen Meters	41	\$ 6,474.00
4.	Cyclone Degritter	22	\$38,844.00
5.	Exist. Sec. Clarifier Modifications	30	\$37,765.00
6.	WAS Concentrator	31	\$45,318.00
7.	Control Bldg. Addition	18	\$26,975.00
8.	Furnishings	42	\$ 2,158.00
9.	Cabinets	46	\$ 1,834.30

Please note that the project award in the bid documents was established to be based on total bid amount before subtraction of any optional deductions, so the selection of any deductions does not affect the determination of the low bidder.

The deletions of optional items six through nine would not have significant operational affects on the plant. The Waste Activated Sludge Concentrator, item # 6, could be replaced by minor modifications to the Return Activated Sludge piping and valves. Item numbers seven through nine are related to the control building addition and deletion of these items would not have any operational affect on the plant.

We can deduct a total of \$76,285.30 from the total bid price by deleting items six through nine. Therefore, the total contract amount will be \$2,213,570.66.

POLICY ISSUES

The fourth low bidder, Pease Construction Inc., filed a protest for awarding the project to any contractor but Pease Construction. This contractor claimed that the low bidders did not take appropriate steps to assure WBE/MBE participation.

As a part of the State Revolving Fund Loan Agreement, Department of Ecology required us to insert specific language in the project specification that it is our goal to have 10% and 6% of the project be completed by Minority Business Enterprises and Woman Business Enterprises, respectively. Bidders have to make sure that they made attempts to achieve these goals.

We asked McClure & Sons Inc. to submit a list of subcontractors that were contacted by them to achieve these goals. We then contacted those contractors to verify that McClure's did indeed contact them. It appears that McClure & Sons Inc. have made serious attempts to comply with the stated goals and the Pease Construction protest is not valid. Therefore, I am also recommending that your motion to award this contract include the denial of the Pease Construction protest.

FISCAL IMPACT

Among the three funding sources, the State Revolving Fund for \$890,000, the Sewer Capital Construction Fund of \$1,287,000 and the Sewer Fund of \$281,000, we currently have approximately \$2,450,000 available in funding for the construction of this project. The construction award amount of this project is \$2,213,570.

We have budgeted \$1,700,000 in our 1994 budget for the construction of the Waste Water Treatment Plant Expansion Project. This amount did not include the construction of thermophilic digester and the septage handling construction costs. The additional construction cost of these two new items were approved by the Council at two different occasions which total approximately \$300,000. With these two additions, the total construction cost should be \$2,000,000. The difference between this amount and the contract amount of \$2,213,570 is due to the cost of the optional items listed above. I think the optional items are necessary for the purpose of either improving the plant operation or decreasing the future cost of Operation and Maintenance of the expanded plant as described blow.

- 1) Polymer Feed Equipment. This new polymer system allows for the use of both dry and emulsion (liquid) type polymers. Dry polymers typically consist of 100 percent active polymer ingredients and will, in a mixing/aging system, be 100 percent activated. Emulsion polymers consist of about 90 percent activated. With polymer costs about \$2.00/lb for dry and \$2.50/wet lb for emulsion types, and a daily consumption of about 15 lb/day at startup flows, the yearly polymer costs are about \$11,000 for dry and \$38,000 for emulsion.

$$\begin{array}{l} \text{Polymer cost with aging system} = \frac{(15 \text{ lb/d})(\$2.00/\text{lb})(365 \text{ days})}{(1.0 \text{ ingredient})(1.0 \text{ active})} = \$10,950 \\ \text{(Optional item)} \end{array}$$

$$\begin{array}{l} \text{Polymax cost with dilution system} = \frac{(15 \text{ lb/d})(\$2.50/\text{lb})(365 \text{ days})}{(0.4 \text{ ingredient})(0.9 \text{ active})} = \$38,020 \\ \text{(Polymax, existing type)} \end{array}$$

By installing a less expensive polymer dilution system (Polymax type), the operator loses the capability of using dry polymers, which are the most effective type, and also does allow for aging of the polymer, thereby substantially increasing the polymer consumption and operational costs. The pay-back period for installing the proposed optional system is estimated to be about three years. Therefore, I am recommending that we include this optional polymer feed equipment in the contract at an additional cost of \$57,187.00

2. Blower. This is a treatment enhancement type of improvement. The function of the blower is to provide adequate oxygen to the aeration basins. The current blower's capacity will probably last another three years of the plant operation. As the flow increases at the plant, the existing plant blower will become insufficient to provide adequate oxygen. We do not

have a back up blower. This new blower not only will provide a backup for the existing blower but will also add additional capacity to the existing blower. We have a history of either blower motor failure or Variable Frequency Drive (VFD) failure. In both cases, it takes quite some time to address the failures. Without this new/back up blower, we are concerned that the activated sludge process will not adequately treat the waste stream and we are likely to exceed permit limitations as the flow increases at the plant. Although that I can not quantify the savings as a result of this item also being included in the contract, this additional blower at a cost of \$21,580 will significantly enhance our treatment capabilities.

3. Existing Secondary Clarifier Modifications. The new Clarifier that will be built with the plant expansion project is going to be cone shaped at the bottom to enhance the settlement and collection of the sludge at the center bottom of the clarifier. This type of design has significant treatment benefits over the existing flat bottomed clarifier. We would like to improve our treatment process by also modifying the bottom of the existing clarifier. It is the opinion of the both Chief Operator and the Design Engineer of the plant that it will be very difficult to operate and balance the return sludge flows from two different return sludge designs. The effluent quality will not be the same from the two clarifiers. Although that I can not quantify the annual savings as result of implementing this design concept, this additional \$38,844 expenditure will greatly improve our treatment capabilities.
4. Dissolved Oxygen Meters. These meters regulate the amount of oxygen coming into the aeration basins from the blowers based upon the amount of the flow coming to the plant. The correct amount of oxygen is essential to the operation of the aeration basin which is the heart of the plant. Without these, the amount of oxygen is regulated manually during the day time when the operators are present and set on a fixed rate after the operators leave the plant. As the night time flow fluctuates and normally decreases, we are concerned that the fixed rate oxygen discharge to the aeration basin will not give us the optimum treatment necessary at the plant and will consume extra blower power. Therefore, this additional \$6,474 expenditure will greatly enhance our operation at the plant and should save power costs.
5. Cyclone Degritter. Both the waste sludge and digested sludge pumps have been designed to be progressive cavity pumps. Any amount of grit in those liquid streams will cause very substantial abrasive wear on the pump stators and rotors. The new centrifuge and thermophilic digester mixers will also experience wear from these abrasive particles. This will result in excessive down time and premature expensive part replacement. The grit (sand, soil particles, etc.) also accumulates in tanks and channels and requires costly removal. The Cyclone Degritter will remove the grit before it enters this equipment, consequently, extending the useful life of the equipment. Although I cannot quantify the annual savings as result of this \$38,844 expenditure being a part of the contract, it will significantly decrease our maintenance time and expenditures on the waste sludge and the digested sludge pumps, centrifuge, mixers, and tankage.

The other four optional items are not recommended to be included in the contract. Three of the four options are related to the control building additions. Since we are in the process of purchasing the property next to the plant, the existing house on this property can be used as the administration

building and therefore, we do not need to make modifications to plant building at this time at a \$30,967 cost.

I am not fully convinced that we would have significantly improved the treatment plant or decrease our annual Operation & Maintenance cost as result of installing Waste Activated Sludge Concentrator to the new treatment plant at a \$45,318 cost. The function of this unit can be replaced by minor modification of piping and valves and some additional daily adjustment of process flow by the operator. This additional work is considered acceptable to reduce the project construction cost. Therefore, I am recommending this optional item be not a part of the contract.

RECOMMENDATION

I recommend three council motions:

- 1) To approve Richard L. Martin's bid withdrawal;
- 2) To deny the Pease Construction Protest; and
- 3) To award the Waste Water Treatment Plant Expansion Project to McClure & Sons Inc. for a total amount of \$2,213,570.66, which includes the optional items of Polymer Feed Equipment, Blower, Dissolved Oxygen Meters, Cyclone Degritter and existing Secondary Clarifier Modifications.

CITY OF GIG HARBOR**WWTP EXPANSION****BID OPENING: 06/30/94**

BIDDERS	BID AMOUNT INCLUDING TAX
1. Richard L. Martin, Inc.	\$2,271,925.09
2. McClure & Sons, Inc.	\$2,289,855.96
3. Pacific Crest Construction, Inc.	\$2,328,319.42
4. Pease Construction.....	\$2,386,705.92
5. Will Construction, Co., Inc.	\$2,405,287.38
6. Harbor Pacific Contractors, Inc.....	\$2,426,563.10
7. Olympic Western Co.	\$2,450,243.91
8. Imco.....	\$2,505,974.58
9. Seaboard Construction, Inc.	\$2,588,258.80
10. PK Contractors, Inc.	\$2,628,271.36
11. Stan Palmer Construction, Inc.	\$2,634,179.96
12. Pacific Western.....	\$2,664,851.62
13. Wade Perrow Construction, Inc.	\$2,694,121.65
14. Lugo Construction, Inc.....	\$2,855,499.80

**OGDEN
MURPHY
WALLACE** ATTORNEYS AT LAW

MEMORANDUM

DATE: July 13, 1994

TO: Ben Yazici, Public Works Director, Gig Harbor

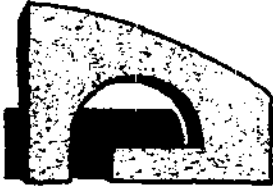
FROM: Carol Morris, Assistant City Attorney

RE: Bidding -- WBE MBE compliance

Ben, I finally reached Jon Peterson at DOE (407-6550). He told me that in the past, DOE has accepted the contractor's list of WBE and MBE subcontractors who had been contacted by the contractor prior to the bid award, which was accompanied by a statement from the City that someone from the City had later called the people on the list to verify that they were contacted by the contractor. Otherwise, he has accepted copies of letters sent out to MBE and WBE subcontractors from the contractor, just as submitted by Pease.

If you have any questions, let me know.

CAJ079033.1M/P0008.9000



PEASE CONSTRUCTION INC
GENERAL CONTRACTORS

*Received 7/5/94
Us. mail.*

P.O. BOX 98046 • 3815 - 100th ST. SW, #3A
TACOMA, WASHINGTON 98498

July 1, 1994

City of Gig Harbor
City Hall
3105 Judson St, Box 145
Gig Harbor, WA 98335

Re: City of Gig Harbor Secondary Treatment Plant Expansion

Gentlemen:

We hereby protest the award of the above referenced project to anyone except Pease Construction. Our protest is based upon the appearance that the two low bidders did not take the appropriate steps to assure WBE/MBE participation.

We sent letters, made phone calls, and advertised for bids per the enclosed documentation. In reviewing the top three bids, Pease Construction has the most WBE/MBE participation both in dollar amount and in the number of proposed subcontracts.

We feel confident that as you review the other bidders bid forms and have them submit their documentation you will conclude that Pease Construction is the lowest responsive bidder.

Very Truly Yours,

PEASE CONSTRUCTION, INC.

Patricia A. Candiotta
President

PAC/bjl
Enclosures

cc: Gray & Osborne
Department of Ecology



RICHARD L. MARTIN, INC.

GENERAL CONTRACTORS

220 S. W. FOOTHILLS RD./P. O. BOX 999

LAKE OSWEGO, OREGON 97034

(503) 636-3645

FAX (503) 636-0412

June 30, 1994

City of Gig Harbor
Attn: Mark Hoppen
City Administrator
FAX: (206)851-8563

Subject: Wastewater Treatment Plant Expansion

Dear Mark:

I regret to inform you that our bid contains an error of transcription that has caused our bid to be \$147,754 less than we had intended.

The error arose when I copied Item #32 as \$15,215 rather than the \$152,151 that it should have been. $(152,151 - 15,215)(1.079) = 147,754$.

The following two sheets show our error.

We ask that our bid be withdrawn.

Please let me know if you have any questions about this situation.

Very Truly Yours,
RICHARD L. MARTIN, INC.



Richard L. Martin, Jr.
President

Copy to John Wilson @ (206)283-3206

**OGDEN
MURPHY
WALLACE** ATTORNEYS AT LAW

MEMORANDUM

DATE July 20, 1994

TO Mayor and City Councilmembers, City of Gig Harbor

FROM Carol Morris, Assistant City Attorney

RE Bid Protest -- WMBE Compliance -- Sewage Treatment Plant Expansion

Pease Construction was the fourth lowest bidder on the City's sewer treatment plant expansion project. Pease submitted a bid protest challenging compliance of the second lowest bidder, McClure and Sons, Inc., with the applicable Women and Minority Business Enterprise (WMBE) requirements for this project.

The Council must take action to either affirm or deny the bid protest before it votes to award the contract to the contractor chosen as the "lowest responsible bidder." The following has been presented to assist your determination on the bid protest.

Loan/Contract Documents with DOE. As you know, the City obtained a loan from DOE to finance the sewage treatment plant expansion project. The loan documents contain language controlling the manner in which the City may bid and award the contract for the project.

Although the City has the ultimate decision to determine the lowest responsible bid (Special Conditions, Section 10, p. 4, amendments to contract documents as contained in letter to Jenny Matteson from Carol Morris of March 1, 1994, No. 7, p. 2), the City must still award the contract based upon the requirements set forth in the contract documents. The Women and Minority Business Enterprise (WMBE) requirements for this project are those set forth in the contract documents themselves, and there are no other state or federal WMBE regulations to consider. (Letter to Matteson, No. 3, p. 2.)

In its acceptance of the loan for the project, the City has agreed to:

affirmatively support the state's minority contract procurement program to ensure, to the maximum extent possible, the participation of minority and women owned businesses in all subcontracts awarded under this agreement.

(Exhibit B, General Terms and Conditions for Loan Agreements, No. 6(B), p. 1.) This means that the City will utilize DOE's goals for minority and women business owned participation in all bid packages, requests for proposals and purchase orders. (Exhibit A, Special Conditions for SRF Loan Agreements, No. 3, p. 1.) These goals are 10% for minority owned businesses and 6% for women owned businesses. (Id.)

City of Gig Harbor Memorandum
July 20, 1994
Page 2

As a result of the above, the City required bidders for the project to take the following steps:

1. include qualified WMBE's on their solicitation lists;
2. ensure that qualified WMBE's are solicited when they are potential sources of services or supplies;
3. divide the requirements into smaller tasks or quantities to permit maximum participation by qualified WMBE's;
4. establish delivery schedules to encourage participation by WMBE's; and
5. use the services of the federal and state WMBE offices, when appropriate.

(Exhibit A, Special Conditions, No. 3, p. 1.) Bidders were also required to submit, with the other bid documents, a WME/MBE Participation Form and sworn Statement of Compliance. (SRF Special Conditions, No. 13(C), p. 4.)

After the City awards a contract, DOE's Water Quality Financial Assistance Program performs detailed review of the construction bidding process for compliance with MBE/WBE participation. (Program Guidelines, State Water Pollution Control Revolving Fund, "Recipient Guidance, Construction Bid Process Review.") In order to comply with the process in regard to WMBE requirements, the City must:

Submit MBE/WBE Statement of Compliance Form (contained in Administrative Requirements for Ecology Grants and Loans) completed by the contractor, with the bid documents for each construction contract. If a contractor does not meet the MBE/WBE fair share goals or the historical average for the geographical area (whichever is higher) the contractor must submit additional documents that detail efforts to comply. (Emphasis added.)

(Id, p. 34.)

Second Lowest Bidder's Compliance with MBE/WBE Requirements. The second lowest bidder on the project, McClure and Sons, submitted a bid which demonstrated ___% MBE and ___% WBE participation. In compliance with the bid specifications, the MBE/WBE Statement of Compliance form was completed and submitted with the bid.

City of Gig Harbor Memorandum
July 20, 1994
Page 3

After the City received the bid protest, McClure and Sons was contacted to provide further documentation of their efforts to comply with the MBE and WBE participation goals. On July 8, 1994, McClure and Sons sent a letter to the City's project manager, listing the minority subcontractors and suppliers who had been contacted by McClure to quote on the project.

On July 13, 1994, I called Jon Peterson, who is the Project Officer in the Water Quality Financial Assistance Program at DOE. I asked him whether a contractor's listing of all minority subcontractors and suppliers was sufficient to comply with the requirement in the Program Guidelines cited above, as the additional documentation necessary to "detail efforts to comply." Mr. Peterson informed me that in the past, DOE has accepted the contractor's list of WBE and MBE subcontractors who had been contacted by the contractor prior to bid award for the purpose of obtaining quotes, when accompanied by a statement from the City that a City employee had later called the WBE and MBE subcontractors to verify that they were contacted.

I informed Ben of my conversation with Mr. Peterson, and Ben assigned a person in the Public Works department the task of calling the WBE and MBE subcontractors on the McClure list. Ben's memo to the Council on this subject contains the result of this verification process.

Analysis of WBE and MBE requirements in Contract Documents and Second Lowest Bidder effort to comply. As shown in the above language from the contract documents between DOE and the City, there is no requirement for WBE or MBE participation. However, the City has agreed to "affirmatively support" the goals set by DOE, and to this end, has included all procedures to encourage such participation in the bid specifications.

The second lowest bidder did submit all required documentation of its efforts to comply with the goals set forth by DOE. In addition, the City has verified and confirmed the contractor's efforts to comply.

Recommendation: Deny the bid protest.

	Richard L. Martin, Inc.	McClure & Sons, Inc.	Pacific Crest Const., Inc.	Pease Const., Inc.
BIDDER ADDRESS.	Box 999	16300 Mill Creek Blvd., G-4	12308 Mukilteo Spdway, #2	P.O. Box 98046
	Lake Oswego, OR 97034	Mill Creek, WA 98012	Mukilteo, WA 98275	Tacoma, WA 98498
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	210-615-0	543,613-01 2	438,599-01 1	479,012-00-7
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	MARTIRL343LL	MCCLUSI101MJ	PACIFCC101BB	PEASECI1190A
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.	Mobilization & Demobilization	LUMP SUM	\$50,000.00	\$50,000.00	\$95,000.00	\$95,000.00	\$120,000.00	\$120,000.00	\$67,375.00	\$67,375.00
2.	Clearing & Grubbing	LUMP SUM	50,000.00	50,000.00	45,000.00	45,000.00	4,970.00	4,970.00	92,355.00	92,355.00
3.	Demolition	LUMP SUM	39,677.00	39,677.00	65,000.00	65,000.00	27,820.00	27,820.00	66,975.00	66,975.00
4.	Fencing	150 LF	12.00	1,800.00	18.00	2,700.00	15.33	2,299.50	14.00	2,100.00
5.	Dewatering	LUMP SUM	100.00	100.00	2,500.00	2,500.00	4,400.00	4,400.00	3,000.00	3,000.00
6.	Temp. Shoring and Bracing	LUMP SUM	137,376.00	137,376.00	1,500.00	1,500.00	25,300.00	25,300.00	83,000.00	83,000.00
7.	Excavation, Bkfl. & Wastehaul	LUMP SUM	157,369.00	157,369.00	4,500.00	4,500.00	115,627.00	115,627.00	101,016.00	101,016.00
8.	Foundation Gravel	640 TN	5.80	3,712.00	16.00	10,240.00	16.88	10,675.20	12.00	7,680.00
9.	Gravel Base	560 TN	3.72	2,083.20	16.00	8,960.00	12.81	7,173.60	10.00	5,600.00
10.	Crushed Surfacing	72 TN	2.78	200.16	16.00	1,152.00	21.86	1,573.92	13.00	936.00
11.	Gravel Bkfl. for Pipe Bedding	250 TN	13.00	3,250.00	13.00	3,250.00	13.27	3,317.50	12.00	3,000.00
12.	Special Excavation for Unsuitable Material	200 CY	14.50	2,900.00	25.00	5,000.00	7.36	1,472.00	15.00	3,000.00
13.	Trench Safety Systems	LUMP SUM	2,000.00	2,000.00	1,500.00	1,500.00	545.00	545.00	1,000.00	1,000.00
14.	Concrete (3,500 psi)	880 CY	300.05	264,044.00	333.00	293,040.00	330.00	290,400.00	214.00	188,320.00
15.	Concrete (2,000 psi)	51 CY	0.00	0.00	60.00	3,060.00	65.10	3,320.10	155.00	7,905.00
16.	Cement Grout (2,500 psi)	30 CY	205.00	6,150.00	220.00	6,600.00	92.43	2,772.90	121.00	3,630.00
17.	Reinforcing Steel	120 TN	662.43	79,491.60	750.00	90,000.00	738.48	88,617.60	831.00	99,720.00
18.	Control Building Addition	LUMP SUM	12,531.00	12,531.00	25,000.00	25,000.00	25,013.00	25,013.00	27,513.00	27,513.00
19.	Caulking & Sealants	LUMP SUM	2,800.00	2,800.00	1,000.00	1,000.00	1,400.00	1,400.00	3,000.00	3,000.00
20.	Miscellaneous Metals	LUMP SUM	21,438.00	21,438.00	48,000.00	48,000.00	52,380.00	52,380.00	48,857.00	48,857.00
21.	Painting	LUMP SUM	31,000.00	31,000.00	40,000.00	40,000.00	32,640.00	32,640.00	29,946.00	29,946.00
22.	Cyclone Degritter	LUMP SUM	34,574.00	34,574.00	36,000.00	36,000.00	39,765.00	39,765.00	43,239.00	43,239.00
23.	Rotary Screen	LUMP SUM	17,462.00	17,462.00	23,000.00	23,000.00	20,034.00	20,034.00	16,668.00	16,668.00
24.	RAS Pump	LUMP SUM	9,852.00	9,852.00	12,000.00	12,000.00	16,957.00	16,957.00	9,732.00	9,732.00
25.	Sludge Pumps Renovation	LUMP SUM	14,025.00	14,025.00	15,000.00	15,000.00	12,753.00	12,753.00	13,837.00	13,837.00
26.	Progressing Cavity Pumps	LUMP SUM	21,940.00	21,940.00	23,000.00	23,000.00	26,170.00	26,170.00	21,817.00	21,817.00

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91761

DATE: 07/94
DRAWN: BEK
CHKD: JPW
APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 1
OF 20

	Richard L. Martin, Inc.	McClure & Sons, Inc.	Pacific Crest Const., Inc.	Pease Const., Inc.
BIDDER ADDRESS.	Box 999	16300 Mill Creek Blvd., G-4	12308 Mukilteo Spdway, #2	P.O. Box 98046
	Lake Oswego, OR 97034	Mill Creek, WA 98012	Mukilteo, WA 98275	Tacoma, WA 98498
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	210-615-0	543,613-01 2	438,599-01 1	479,012-00-7
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	MARTIRL343LL	MCCLUSI101MJ	PACIFCC101BB	PEASECI1190A
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
27.	Blower	LUMP SUM	18,658.00	18,658.00	20,000.00	20,000.00	23,130.00	23,130.00	29,853.00	29,853.00
28.	Air Diffusion Equipment	LUMP SUM	61,645.00	61,645.00	80,000.00	80,000.00	62,185.00	62,185.00	53,780.00	53,780.00
29.	New Secondary Clarifier	LUMP SUM	62,670.00	62,670.00	80,000.00	80,000.00	65,870.00	65,870.00	61,467.00	61,467.00
30.	Existing Secondary Clarifier Modifications	LUMP SUM	14,100.00	14,100.00	35,000.00	35,000.00	36,400.00	36,400.00	46,681.00	46,681.00
31.	WAS Concentrator	LUMP SUM	34,300.00	34,300.00	42,000.00	42,000.00	32,400.00	32,400.00	61,702.00	61,702.00
32.	Solid Bowl Centrifuge	LUMP SUM	15,215.00	15,215.00	160,000.00	160,000.00	171,169.00	171,169.00	145,768.00	145,768.00
33.	Polymer Feed Equipment	LUMP SUM	37,665.00	37,665.00	53,000.00	53,000.00	49,200.00	49,200.00	47,862.00	47,862.00
34.	Aspirating Mixers	LUMP SUM	120,000.00	120,000.00	100,000.00	100,000.00	101,500.00	101,500.00	94,153.00	94,153.00
35.	Foam Cutters	LUMP SUM	27,452.00	27,452.00	32,000.00	32,000.00	30,564.00	30,564.00	27,760.00	27,760.00
36.	Screw Press Modifications	LUMP SUM	10,585.00	10,585.00	15,000.00	15,000.00	12,790.00	12,790.00	10,957.00	10,957.00
37.	Odor Control System	LUMP SUM	56,123.00	56,123.00	65,000.00	65,000.00	55,000.00	55,000.00	50,996.00	50,996.00
38.	Chemical Metering Pump	LUMP SUM	1,051.00	1,051.00	1,500.00	1,500.00	1,587.00	1,587.00	1,088.00	1,088.00
39.	Conveying Systems	LUMP SUM	12,385.00	12,385.00	15,000.00	15,000.00	15,185.00	15,185.00	15,155.00	15,155.00
40.	Flow Meters	LUMP SUM	14,716.00	14,716.00	28,000.00	28,000.00	26,000.00	26,000.00	20,457.00	20,457.00
41.	Dissolved Oxygen Meters	LUMP SUM	6,800.00	6,800.00	6,000.00	6,000.00	16,264.00	16,264.00	8,634.00	8,634.00
42.	Furnishings	LUMP SUM	1,414.00	1,414.00	2,000.00	2,000.00	1,526.00	1,526.00	2,200.00	2,200.00
43.	Piping, Valves & Appur.	LUMP SUM	355,000.00	355,000.00	224,000.00	224,000.00	213,700.00	213,700.00	301,417.00	301,417.00
44.	Heating & Ventilation	LUMP SUM	13,204.00	13,204.00	5,500.00	5,500.00	11,630.00	11,630.00	14,524.00	14,524.00
45.	Electrical	LUMP SUM	240,000.00	240,000.00	285,000.00	285,000.00	274,135.00	274,135.00	237,000.00	237,000.00
46.	Cabinets	LUMP SUM	1,841.00	1,841.00	1,700.00	1,700.00	2,170.00	2,170.00	1,841.00	1,841.00
47.	Thermophilic Digester Insulation	LUMP SUM	30,890.00	30,890.00	4,000.00	4,000.00	12,700.00	12,700.00	23,096.00	23,096.00
48.	Submersible Pump	LUMP SUM	4,095.00	4,095.00	5,500.00	5,500.00	5,348.00	5,348.00	4,349.00	4,349.00
	Subtotal:			\$2,105,583.96		\$2,122,202.00		\$2,157,849.32		\$2,211,961.00
	Sales Tax (7.9%):			<u>166,341.13</u>		<u>167,653.96</u>		<u>170,470.10</u>		<u>174,744.92</u>
	TOTAL CONSTRUCTION COST:			\$2,271,925.09		\$2,289,855.96		\$2,328,319.42		\$2,386,705.92

CITY OF GIG HARBOR	DATE: 07/94	GRAY & OSBORNE	SHEET 2
PIERCE COUNTY, WA	DRAWN: BEK	CONSULTING ENGINEERS	
WASTEWATER TREATMENT	CHKD: JPW	SEATTLE & YAKIMA	OF 20
PLANT EXPANSION	APPRVD: JPW	WASHINGTON	
G&O #91761			

	Richard L. Martin, Inc.	McClure & Sons, Inc.	Pacific Crest Const., Inc.	Pease Const., Inc.
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WASHINGTON STATE CONTRACTOR'S REG. NUMBER	MARTIRL343LL	MCCLUSI101MJ	PACIFCC101BB	PEASEC11190A
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEDUCTION NO. 1										
46.	Cabinets	LUMP SUM	\$1,841.00	\$1,841.00	\$1,700.00	\$1,700.00	\$2,170.00	\$2,170.00	\$1,841.00	\$1,841.00
	Subtotal, Deduction No. 1:			\$1,841.00		\$1,700.00		\$2,170.00		\$1,841.00
	Sales Tax (7.9%):			<u>145.44</u>		<u>134.30</u>		<u>171.43</u>		<u>145.44</u>
	TOTAL DEDUCTION NO. 1:			\$1,986.44		\$1,834.30		\$2,341.43		\$1,986.44
DEDUCTION NO. 2										
22.	Cyclone Degritter	LUMP SUM	\$34,574.00	\$34,574.00	\$36,000.00	\$36,000.00	\$39,765.00	\$39,765.00	\$43,239.00	\$43,239.00
	Subtotal, Deduction No. 2:			\$34,574.00		\$36,000.00		\$39,765.00		\$43,239.00
	Sales Tax (7.9%):			<u>2,731.35</u>		<u>2,844.00</u>		<u>3,141.44</u>		<u>3,415.88</u>
	TOTAL DEDUCTION NO. 2:			\$37,305.35		\$38,844.00		\$42,906.44		\$46,654.88
DEDUCTION NO. 3										
30.	Existing Secondary Clarifier Modifications	LUMP SUM	\$14,100.00	\$14,100.00	\$35,000.00	\$35,000.00	\$36,400.00	\$36,400.00	\$46,881.00	\$46,881.00
	Subtotal, Deduction No. 3:			\$14,100.00		\$35,000.00		\$36,400.00		\$46,881.00
	Sales Tax (7.9%):			<u>1,113.90</u>		<u>2,765.00</u>		<u>2,875.60</u>		<u>3,687.80</u>
	TOTAL DEDUCTION NO. 3:			\$15,213.90		\$37,765.00		\$39,275.60		\$50,368.80

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91761

DATE: 07/94
DRAWN: BEK
CHKD: JPW
APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 3
OF 20

	Richard L. Martin, Inc.	McClure & Sons, Inc.	Pacific Crest Const., Inc.	Pease Const., Inc.
BIDDER ADDRESS.	Box 999	16300 Mill Creek Blvd., G-4	12308 Mukilteo Spdway, #2	P.O. Box 98046
	Lake Oswego, OR 97034	Mill Creek, WA 98012	Mukilteo, WA 98275	Tacoma, WA 98498
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	210-615-0	543.613-01 2	438.599-01 1	479.012-00-7
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	MARTIRL343LL	MCLUS1101MJ	PACIFCC101BB	PEASEC11190A
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEDUCTION NO. 4										
31.	WAS Concentrator	LUMP SUM	\$34,300.00	\$34,300.00	\$42,000.00	\$42,000.00	\$32,400.00	\$32,400.00	\$61,702.00	\$61,702.00
	Subtotal, Deduction No. 4:			\$34,300.00		\$42,000.00		\$32,400.00		\$61,702.00
	Sales Tax (7.9%):			<u>2,709.70</u>		<u>3,318.00</u>		<u>2,559.60</u>		<u>4,874.46</u>
	TOTAL DEDUCTION NO. 4:			\$37,009.70		\$45,318.00		\$34,959.60		\$66,576.46
DEDUCTION NO. 5										
33.	Polymer System	LUMP SUM	\$37,665.00	\$37,665.00	\$53,000.00	\$53,000.00	\$49,200.00	\$49,200.00	\$47,862.00	\$47,862.00
	Subtotal, Deduction No. 5:			\$37,665.00		\$53,000.00		\$49,200.00		\$47,862.00
	Sales Tax (7.9%):			<u>2,975.54</u>		<u>4,187.00</u>		<u>3,886.80</u>		<u>3,781.10</u>
	TOTAL DEDUCTION NO. 5:			\$40,640.54		\$57,187.00		\$53,086.80		\$51,643.10
DEDUCTION NO. 6										
41.	Dissolved Oxygen Meters	LUMP SUM	\$6,800.00	\$6,800.00	\$6,000.00	\$6,000.00	\$16,264.00	\$16,264.00	\$8,634.00	\$8,634.00
	Subtotal, Deduction No. 6:			\$6,800.00		\$6,000.00		\$16,264.00		\$8,634.00
	Sales Tax (7.9%):			<u>537.20</u>		<u>474.00</u>		<u>1,204.86</u>		<u>682.09</u>
	TOTAL DEDUCTION NO. 6:			\$7,337.20		\$6,474.00		\$17,548.86		\$9,316.09

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
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APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 4
OF 20

	Richard L. Martin, Inc.	McClure & Sons, Inc.	Pacific Crest Const., Inc.	Pease Const., Inc.
BIDDER ADDRESS.	Box 999	16300 Mill Creek Blvd., G-4	12308 Mukilteo Spdway, #2	P.O. Box 98046
	Lake Oswego, OR 97034	Mill Creek, WA 98012	Mukilteo, WA 98275	Tacoma, WA 98498
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	210-615-0	543,613-01 2	438,599-01 1	479,012-00-7
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	MARTIRL343LL	MCCLUSI101MJ	PACIFCC101BB	PEASEC1190A
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEDUCTION NO. 7										
42.	Furnishings	LUMP SUM	\$1,414.00	\$1,414.00	\$2,000.00	\$2,000.00	\$1,526.00	\$1,526.00	\$2,200.00	\$2,200.00
	Subtotal, Deduction No. 7:			\$1,414.00		\$2,000.00		\$1,526.00		\$2,200.00
	Sales Tax (7.9%):			<u>111.71</u>		<u>158.00</u>		<u>120.55</u>		<u>173.80</u>
	TOTAL DEDUCTION NO. 7:			\$1,525.71		\$2,158.00		\$1,646.55		\$2,373.80
DEDUCTION NO. 8										
27.	Blower	LUMP SUM	\$18,658.00	\$18,658.00	\$20,000.00	\$20,000.00	\$23,130.00	\$23,130.00	\$29,853.00	\$29,853.00
	Subtotal, Deduction No. 8:			\$18,658.00		\$20,000.00		\$23,130.00		\$29,853.00
	Sales Tax (7.9%):			<u>1,473.98</u>		<u>1,580.00</u>		<u>1,827.27</u>		<u>2,358.39</u>
	TOTAL DEDUCTION NO. 8:			\$20,131.98		\$21,580.00		\$24,957.27		\$32,211.39
DEDUCTION NO. 9										
18.	Control Building Addition	LUMP SUM	\$12,531.00	\$12,531.00	\$25,000.00	\$25,000.00	\$25,013.00	\$25,013.00	\$27,513.00	\$27,513.00
	Subtotal, Deduction No. 9:			\$12,531.00		\$25,000.00		\$25,013.00		\$27,513.00
	Sales Tax (7.9%):			<u>989.95</u>		<u>1,975.00</u>		<u>1,976.03</u>		<u>2,173.53</u>
	TOTAL DEDUCTION NO. 9:			\$13,520.95		\$26,975.00		\$26,989.03		\$29,686.53

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
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APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 5
OF 20

	Will Const., Inc.	Harbor Pacific Cont., Inc.	Olympic Western Co.	Lugo Const., Inc.
BIDDER ADDRESS.	P.O. Box 2987	12729 NE 20th, St. #9	2454 Occidental Ave. S.	6423 Pacific Hwy. E.
	Everett, WA 98203	Bellevue, WA 98005	Seattle, WA	Fife, WA 98424
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	238,239-00 8	543,185-00	490 310 000	449-996-00-8
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	WILLC**344PS	HARBOPC132RS	OLYMPIVC159CG	LUGOCI*148MH
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.	Mobilization & Demobilization	LUMP SUM	\$21,500.00	\$21,500.00	\$66,444.00	\$66,444.00	\$255,649.00	\$255,649.00	\$225,441.00	\$225,441.00
2.	Clearing & Grubbing	LUMP SUM	24,200.00	24,200.00	10,000.00	10,000.00	1,000.00	1,000.00	376,000.00	376,000.00
3.	Demolition	LUMP SUM	211,800.00	211,800.00	26,000.00	26,000.00	55,000.00	55,000.00	43,651.00	43,651.00
4.	Fencing	150 LF	3,150.00	3,150.00	17.50	2,625.00	30.00	4,500.00	16.88	2,532.00
5.	Dewatering	LUMP SUM	51,300.00	51,300.00	8,500.00	8,500.00	2,000.00	2,000.00	12,034.00	12,034.00
6.	Temp. Shoring and Bracing	LUMP SUM	80,400.00	80,400.00	32,500.00	32,500.00	69,000.00	69,000.00	47,025.00	47,025.00
7.	Excavation, Bkfl. & Wastehaul	LUMP SUM	84,600.00	84,600.00	82,000.00	82,000.00	51,000.00	51,000.00	74,423.00	74,423.00
8.	Foundation Gravel	640 TN	16.00	10,240.00	10.00	6,400.00	14.00	8,960.00	26.92	17,228.80
9.	Gravel Base	560 TN	8.00	4,480.00	9.60	5,376.00	9.00	5,040.00	26.92	15,075.20
10.	Crushed Surfacing	72 TN	16.00	1,152.00	21.25	1,530.00	14.00	1,008.00	19.44	1,399.68
11.	Gravel Bkfl. for Pipe Bedding	250 TN	10.00	2,500.00	18.10	4,525.00	20.00	5,000.00	19.38	4,845.00
12.	Special Excavation for Unsuitable Material	200 CY	17.00	3,400.00	64.00	12,800.00	8.00	1,600.00	7.00	1,400.00
13.	Trench Safety Systems	LUMP SUM	3,200.00	3,200.00	1,000.00	1,000.00	1,000.00	1,000.00	538.00	538.00
14.	Concrete (3,500 psi)	880 CY	198.00	174,240.00	354.00	311,520.00	170.00	149,600.00	261.31	229,952.80
15.	Concrete (2,000 psi)	51 CY	160.00	8,160.00	75.00	3,825.00	190.00	9,690.00	79.02	4,030.02
16.	Cement Grout (2,500 psi)	30 CY	110.00	3,300.00	305.00	9,150.00	220.00	6,600.00	190.98	5,729.40
17.	Reinforcing Steel	120 TN	738.00	88,560.00	860.00	103,200.00	810.00	97,200.00	733.64	88,036.80
18.	Control Building Addition	LUMP SUM	27,200.00	27,200.00	38,000.00	38,000.00	21,000.00	21,000.00	27,162.00	27,162.00
19.	Caulking & Sealants	LUMP SUM	800.00	800.00	3,600.00	3,600.00	1,000.00	1,000.00	1,173.00	1,173.00
20.	Miscellaneous Metals	LUMP SUM	65,000.00	65,000.00	68,000.00	68,000.00	65,000.00	65,000.00	52,335.00	52,335.00
21.	Painting	LUMP SUM	31,800.00	31,800.00	48,000.00	48,000.00	40,000.00	40,000.00	32,246.00	32,246.00
22.	Cyclone Degritter	LUMP SUM	30,000.00	30,000.00	33,700.00	33,700.00	44,000.00	44,000.00	34,351.00	34,351.00
23.	Rotary Screen	LUMP SUM	17,900.00	17,900.00	23,925.00	23,925.00	23,000.00	23,000.00	20,239.00	20,239.00
24.	RAS Pump	LUMP SUM	16,200.00	16,200.00	11,280.00	11,280.00	11,000.00	11,000.00	10,344.00	10,344.00
25.	Sludge Pumps Renovation	LUMP SUM	16,200.00	16,200.00	17,900.00	17,900.00	16,000.00	16,000.00	14,660.00	14,660.00
26.	Progressing Cavity Pumps	LUMP SUM	23,700.00	23,700.00	30,200.00	30,200.00	24,000.00	24,000.00	21,925.00	21,925.00

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
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APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 6
OF 20

	Will Const., Inc.	Harbor Pacific Cont., Inc.	Olympic Western Co.	Lugo Const., Inc.
BIDDER ADDRESS:	P.O. Box 2987	12729 NE 20th. St. #9	2454 Occidental Ave. S.	6423 Pacific Hwy. E.
	Everett, WA 98203	Bellevue, WA 98005	Seattle, WA	Fife, WA 98424
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	238,239-00 8	543,185-00	490 310 000	449-996-00-8
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	WILLC**344PS	HARBQPC132RS	OLYMPIVC159CG	LUGOCI*148MH
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
27.	Blower	LUMP SUM	15,000.00	15,000.00	22,000.00	22,000.00	32,000.00	32,000.00	25,365.00	25,365.00
28.	Air Diffusion Equipment	LUMP SUM	59,700.00	59,700.00	64,000.00	64,000.00	67,000.00	67,000.00	47,118.00	47,118.00
29.	New Secondary Clarifier	LUMP SUM	132,900.00	132,900.00	74,100.00	74,100.00	68,000.00	68,000.00	54,346.00	54,346.00
30.	Existing Secondary Clarifier Modifications	LUMP SUM	15,000.00	15,000.00	55,000.00	55,000.00	49,000.00	49,000.00	66,970.00	66,970.00
31.	WAS Concentrator	LUMP SUM	20,000.00	20,000.00	48,000.00	48,000.00	48,000.00	48,000.00	41,958.00	41,958.00
32.	Solid Bowl Centrifuge	LUMP SUM	187,900.00	187,900.00	160,000.00	160,000.00	189,000.00	189,000.00	157,491.00	157,491.00
33.	Polymer Feed Equipment	LUMP SUM	60,000.00	60,000.00	45,000.00	45,000.00	57,000.00	57,000.00	69,611.00	69,611.00
34.	Aspirating Mixers	LUMP SUM	48,600.00	48,600.00	95,000.00	95,000.00	81,000.00	81,000.00	16,676.00	16,676.00
35.	Foam Cutters	LUMP SUM	33,200.00	33,200.00	31,000.00	31,000.00	31,000.00	31,000.00	29,080.00	29,080.00
36.	Screw Press Modifications	LUMP SUM	12,400.00	12,400.00	11,000.00	11,000.00	11,000.00	11,000.00	9,638.00	9,638.00
37.	Odor Control System	LUMP SUM	54,100.00	54,100.00	52,500.00	52,500.00	62,000.00	62,000.00	60,906.00	60,906.00
38.	Chemical Metering Pump	LUMP SUM	1,400.00	1,400.00	1,150.00	1,150.00	1,000.00	1,000.00	1,399.00	1,399.00
39.	Conveying Systems	LUMP SUM	10,800.00	10,800.00	11,400.00	11,400.00	16,000.00	16,000.00	14,257.00	14,257.00
40.	Flow Meters	LUMP SUM	26,900.00	26,900.00	21,000.00	21,000.00	20,000.00	20,000.00	42,241.00	42,241.00
41.	Dissolved Oxygen Meters	LUMP SUM	10,000.00	10,000.00	10,000.00	10,000.00	7,000.00	7,000.00	13,186.00	13,186.00
42.	Furnishings	LUMP SUM	6,700.00	6,700.00	2,350.00	2,350.00	4,000.00	4,000.00	2,235.00	2,235.00
43.	Piping, Valves & Appur.	LUMP SUM	214,300.00	214,300.00	253,000.00	253,000.00	226,000.00	226,000.00	319,140.00	319,140.00
44.	Heating & Ventilation	LUMP SUM	14,300.00	14,300.00	15,000.00	15,000.00	17,000.00	17,000.00	14,218.00	14,218.00
45.	Electrical	LUMP SUM	271,600.00	271,600.00	270,000.00	270,000.00	273,000.00	273,000.00	256,929.00	256,929.00
46.	Cabinets	LUMP SUM	3,300.00	3,300.00	3,000.00	3,000.00	2,000.00	2,000.00	2,324.00	2,324.00
47.	Thermophilic Digester Insulation	LUMP SUM	19,400.00	19,400.00	37,000.00	37,000.00	36,000.00	36,000.00	33,263.00	33,263.00
48.	Submersible Pump	LUMP SUM	6,700.00	6,700.00	5,400.00	5,400.00	5,000.00	5,000.00	4,304.00	4,304.00
	Subtotal:			\$2,229,182.00		\$2,248,900.00		\$2,270,847.00		\$2,646,431.70
	Sales Tax (7.9%):			<u>176,105.38</u>		<u>177,663.10</u>		<u>179,396.91</u>		<u>209,068.10</u>
	TOTAL CONSTRUCTION COST:			\$2,405,287.38		\$2,426,563.10		\$2,450,243.91		\$2,855,499.80

CITY OF GIG HARBOR
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GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 7

OF 20

	Will Const., Inc.	Harbor Pacific Cont., Inc.	Olympic Western Co.	Lugo Const., Inc.
BIDDER ADDRESS	P.O. Box 2987	12729 NE 20th, St. #9	2454 Occidental Ave. S.	6423 Pacific Hwy. E.
	Everett, WA 98203	Bellevue, WA 98005	Seattle, WA	Fife, WA 98424
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	238,239-00 8	543,185-00	490 310 000	449-996-00-8
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	WILLC**344PS	HARBOPC132RS	OLYMPIVC159CG	LUGOCI*148MH
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<u>DEDUCTION NO. 1</u>										
46.	Cabinets	LUMP SUM	\$3,300.00	\$3,300.00	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$2,324.00	\$2,324.00
	Subtotal, Deduction No. 1:			3,300.00		\$3,000.00		\$2,000.00		\$2,324.00
	Sales Tax (7.9%):			<u>260.70</u>		<u>237.00</u>		<u>158.00</u>		<u>183.60</u>
	TOTAL DEDUCTION NO. 1:			\$3,560.70		\$3,237.00		\$2,158.00		\$2,507.60
<u>DEDUCTION NO. 2</u>										
22.	Cyclone Degritter	LUMP SUM	\$30,000.00	\$30,000.00	\$33,700.00	\$33,700.00	\$44,000.00	\$44,000.00	\$34,351.00	\$34,351.00
	Subtotal, Deduction No. 2:			\$30,000.00		\$33,700.00		\$44,000.00		\$34,351.00
	Sales Tax (7.9%):			<u>2,370.00</u>		<u>2,662.30</u>		<u>3,476.00</u>		<u>2,713.73</u>
	TOTAL DEDUCTION NO. 2:			\$32,370.00		\$36,362.30		\$47,476.00		\$37,064.73
<u>DEDUCTION NO. 3</u>										
30.	Existing Secondary Clarifier Modifications	LUMP SUM	\$15,000.00	\$15,000.00	\$55,000.00	\$55,000.00	\$49,000.00	\$49,000.00	\$66,970.00	\$66,970.00
	Subtotal, Deduction No. 3:			\$15,000.00		\$55,000.00		\$49,000.00		\$66,970.00
	Sales Tax (7.9%):			<u>1,185.00</u>		<u>4,345.00</u>		<u>3,871.00</u>		<u>5,290.63</u>
	TOTAL DEDUCTION NO. 3:			\$16,185.00		\$59,345.00		\$52,871.00		\$72,260.63

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
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APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 8
OF 20

	Will Const., Inc.	Harbor Pacific Cont., Inc.	Olympic Western Co.	Lugo Const., Inc.
BIDDER ADDRESS.	P.O. Box 2987	12729 NE 20th. St. #9	2454 Occidental Ave. S.	6423 Pacific Hwy. E.
	Everett, WA 98203	Bellevue, WA 98005	Seattle, WA	Fife, WA 98424
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	238,239-00 8	543,185-00	490 310 000	449-996-00-8
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	WILLC**344PS	HARBOPC132RS	OLYMPIVC159CG	LUGOCI*148MH
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEDUCTION NO. 4										
31.	WAS Concentrator	LUMP SUM	\$20,000.00	\$20,000.00	\$48,000.00	\$48,000.00	\$48,000.00	\$48,000.00	\$41,958.00	\$41,958.00
	Subtotal, Deduction No. 4:			\$20,000.00		\$48,000.00		\$48,000.00		\$41,958.00
	Sales Tax (7.9%):			<u>1,580.00</u>		<u>3,792.00</u>		<u>3,792.00</u>		<u>3,314.68</u>
	TOTAL DEDUCTION NO. 4:			\$21,580.00		\$51,792.00		\$51,792.00		\$45,272.68
DEDUCTION NO. 5										
33.	Polymer System	LUMP SUM	\$60,000.00	\$60,000.00	\$45,000.00	\$45,000.00	\$57,000.00	\$57,000.00	\$69,611.00	\$69,611.00
	Subtotal, Deduction No. 5:			\$60,000.00		\$45,000.00		\$57,000.00		\$69,611.00
	Sales Tax (7.9%):			<u>4,740.00</u>		<u>3,555.00</u>		<u>4,503.00</u>		<u>5,499.27</u>
	TOTAL DEDUCTION NO. 5:			\$64,740.00		\$48,555.00		\$61,503.00		\$75,110.27
DEDUCTION NO. 6										
41.	Dissolved Oxygen Meters	LUMP SUM	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$7,000.00	\$7,000.00	\$13,186.00	\$13,186.00
	Subtotal, Deduction No. 6:			\$10,000.00		\$10,000.00		\$7,000.00		\$13,186.00
	Sales Tax (7.9%):			<u>790.00</u>		<u>790.00</u>		<u>553.00</u>		<u>1,041.69</u>
	TOTAL DEDUCTION NO. 6:			\$10,790.00		\$10,790.00		\$7,553.00		\$14,227.69

CITY OF GIG HARBOR PIERCE COUNTY, WA WASTEWATER TREATMENT PLANT EXPANSION G&O #91761	DATE: 07/94 DRAWN: BEK CHKD: JPW APPRVD: JPW	GRAY & OSBORNE CONSULTING ENGINEERS SEATTLE & YAKIMA WASHINGTON	SHEET 9 OF 20
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	Will Const., Inc.	Harbor Pacific Cont., Inc.	Olympic Western Co.	Lugo Const., Inc.
BIDDER ADDRESS.	P.O. Box 2987	12729 NE 20th St. #9	2454 Occidental Ave. S.	6423 Pacific Hwy. E.
	Everett, WA 98203	Bellevue, WA 98005	Seattle, WA	Fife, WA 98424
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	238,239-00 8	543,185-00	490 310 000	449-896-00-8
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	WILLC**344PS	HARBOPC132RS	OLYMPIVC159CG	LUGOCI*148MH
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEDUCTION NO. 7										
42.	Furnishings	LUMP SUM	\$6,700.00	\$6,700.00	\$2,350.00	\$2,350.00	\$4,000.00	\$4,000.00	\$2,235.00	\$2,235.00
	Subtotal, Deduction No. 7:			\$6,700.00		\$2,350.00		\$4,000.00		\$2,235.00
	Sales Tax (7.9%):			<u>529.30</u>		<u>185.65</u>		<u>316.00</u>		<u>176.56</u>
	TOTAL DEDUCTION NO. 7:			\$7,229.30		\$2,535.65		\$4,316.00		\$2,411.56
DEDUCTION NO. 8										
27.	Blower	LUMP SUM	\$15,000.00	\$15,000.00	\$22,000.00	\$22,000.00	\$32,000.00	\$32,000.00	\$25,365.00	\$25,365.00
	Subtotal, Deduction No. 8:			\$15,000.00		\$22,000.00		\$32,000.00		\$25,365.00
	Sales Tax (7.9%):			<u>1,185.00</u>		<u>1,738.00</u>		<u>2,528.00</u>		<u>2,003.84</u>
	TOTAL DEDUCTION NO. 8:			\$16,185.00		\$23,738.00		\$34,528.00		\$27,368.84
DEDUCTION NO. 9										
18.	Control Building Addition	LUMP SUM	\$27,200.00	\$27,200.00	\$38,000.00	\$38,000.00	\$21,000.00	\$21,000.00	\$27,162.00	\$27,162.00
	Subtotal, Deduction No. 9:			\$27,200.00		\$38,000.00		\$21,000.00		\$27,162.00
	Sales Tax (7.9%):			<u>2,148.80</u>		<u>3,002.00</u>		<u>1,659.00</u>		<u>2,145.80</u>
	TOTAL DEDUCTION NO. 9:			\$29,348.80		\$41,002.00		\$22,659.00		\$29,307.80

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91761

DATE: 07/94
DRAWN: BEK
CHKD: JPW
APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 10
OF 20

	Imco General Const., Inc.	Seaboard Const., Inc.	PK Contractors, Inc.	Stan Palmer Const., Inc.
BIDDER ADDRESS	4509 Guide Meridian	1139 NW 52nd St.	P.O. Box 3384	P.O. Box 2057
	Bellingham, WA 98226	Seattle, WA 98107	Spokane, WA 99220-3384	Silverdale, WA 98383
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	390-106-003	439,148-00 8	322-906-009	383,931-003
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	IMCOGI*215R1	SEABOCI177R2	PKCON-286JM	ST-AN-PC*202NF
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.	Mobilization & Demobilization	LUMP SUM	\$85,047.60	\$85,047.60	\$100,000.00	\$100,000.00	\$210,000.00	\$210,000.00	\$140,000.00	\$140,000.00
2.	Clearing & Grubbing	LUMP SUM	13,805.00	13,805.00	5,000.00	5,000.00	50,000.00	50,000.00	7,500.00	7,500.00
3.	Demolition	LUMP SUM	87,945.00	87,945.00	40,000.00	40,000.00	85,000.00	85,000.00	72,000.00	72,000.00
4.	Fencing	150 LF	23.83	3,574.50	31.00	4,650.00	25.00	3,750.00	20.00	3,000.00
5.	Dewatering	LUMP SUM	11,000.00	11,000.00	7,500.00	7,500.00	15,000.00	15,000.00	17,000.00	17,000.00
6.	Temp. Shoring and Bracing	LUMP SUM	72,820.00	72,820.00	110,000.00	110,000.00	15,000.00	15,000.00	66,000.00	66,000.00
7.	Excavation, Bkfl. & Wastehaul	LUMP SUM	103,378.00	103,378.00	65,000.00	65,000.00	25,000.00	25,000.00	56,500.00	56,500.00
8.	Foundation Gravel	640 TN	19.20	12,288.00	25.00	16,000.00	16.00	10,240.00	23.00	14,720.00
9.	Gravel Base	560 TN	24.53	13,736.80	12.00	6,720.00	14.00	7,840.00	23.00	12,880.00
10.	Crushed Surfacing	72 TN	22.84	1,644.48	27.00	1,944.00	20.00	1,440.00	23.00	1,656.00
11.	Gravel Bkfl. for Pipe Bedding	250 TN	10.45	2,612.50	8.00	2,000.00	13.00	3,250.00	20.00	5,000.00
12.	Special Excavation for Unsuitable Material	200 CY	14.03	2,806.00	13.00	2,600.00	12.00	2,400.00	20.00	4,000.00
13.	Trench Safety Systems	LUMP SUM	6,600.00	6,600.00	1,000.00	1,000.00	5,000.00	5,000.00	1,000.00	1,000.00
14.	Concrete (3,500 psi)	880 CY	287.73	253,202.40	360.00	316,800.00	465.00	409,200.00	450.00	396,000.00
15.	Concrete (2,000 psi)	51 CY	119.71	6,105.21	300.00	15,300.00	465.00	23,715.00	160.00	8,160.00
16.	Cement Grout (2,500 psi)	30 CY	110.00	3,300.00	575.00	17,250.00	150.00	4,500.00	220.00	6,600.00
17.	Reinforcing Steel	120 TN	766.33	91,959.60	790.00	94,800.00	800.00	96,000.00	950.00	114,000.00
18.	Control Building Addition	LUMP SUM	24,046.00	24,046.00	28,000.00	28,000.00	55,000.00	55,000.00	40,000.00	40,000.00
19.	Caulking & Sealants	LUMP SUM	4,400.00	4,400.00	1,000.00	1,000.00	5,000.00	5,000.00	500.00	500.00
20.	Miscellaneous Metals	LUMP SUM	151,903.40	151,903.40	90,000.00	90,000.00	60,000.00	60,000.00	84,000.00	84,000.00
21.	Painting	LUMP SUM	11,990.00	11,990.00	30,000.00	30,000.00	25,000.00	25,000.00	34,000.00	34,000.00
22.	Cyclone Degritter	LUMP SUM	39,655.00	39,655.00	38,000.00	38,000.00	55,000.00	55,000.00	31,000.00	31,000.00
23.	Rotary Screen	LUMP SUM	22,000.00	22,000.00	28,000.00	28,000.00	20,000.00	20,000.00	31,000.00	31,000.00
24.	RAS Pump	LUMP SUM	25,899.50	25,899.50	10,000.00	10,000.00	7,000.00	7,000.00	15,400.00	15,400.00
25.	Sludge Pumps Renovation	LUMP SUM	13,200.00	13,200.00	10,000.00	10,000.00	30,000.00	30,000.00	18,800.00	18,800.00
26.	Progressing Cavity Pumps	LUMP SUM	25,410.00	25,410.00	20,000.00	20,000.00	25,000.00	25,000.00	35,000.00	35,000.00

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91761

DATE: 07/94
DRAWN: BEK
CHKD: JPW
APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 11
OF 20

	Imco General Const., Inc.	Seaboard Const., Inc.	PK Contractors, Inc.	Stan Palmer Const., Inc.
BIDDER ADDRESS	4509 Guide Meridian Bellingham, WA 98226	1139 NW 52nd St. Seattle, WA 98107	P.O. Box 3384 Spokane, WA 99220-3384	P.O. Box 2057 Silverdale, WA 98383
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	390-106-003	439,148-00 8	322-906-009	383,931-003
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	IMCOGI*215R1	SEABOCI177R2	PKCON-286JM	ST-AN-PC*202NF
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
27.	Blower	LUMP SUM	20,955.00	20,955.00	19,000.00	19,000.00	25,000.00	25,000.00	24,000.00	24,000.00
28.	Air Diffusion Equipment	LUMP SUM	76,450.00	76,450.00	55,000.00	55,000.00	52,000.00	52,000.00	71,100.00	71,100.00
29.	New Secondary Clarifier	LUMP SUM	50,441.60	50,441.60	160,000.00	160,000.00	60,000.00	60,000.00	55,000.00	55,000.00
30.	Existing Secondary Clarifier Modifications	LUMP SUM	23,860.10	23,860.10	20,000.00	20,000.00	60,000.00	60,000.00	45,000.00	45,000.00
31.	WAS Concentrator	LUMP SUM	33,385.00	33,385.00	65,000.00	65,000.00	35,000.00	35,000.00	40,000.00	40,000.00
32.	Solid Bowl Centrifuge	LUMP SUM	151,305.00	151,305.00	180,000.00	180,000.00	200,000.00	200,000.00	165,000.00	165,000.00
33.	Polymer Feed Equipment	LUMP SUM	34,650.00	34,650.00	60,000.00	60,000.00	60,000.00	60,000.00	68,000.00	68,000.00
34.	Aspirating Mixers	LUMP SUM	58,905.00	58,905.00	25,000.00	25,000.00	5,000.00	5,000.00	31,000.00	31,000.00
35.	Foam Cutters	LUMP SUM	31,680.00	31,680.00	30,000.00	30,000.00	30,000.00	30,000.00	36,000.00	36,000.00
36.	Screw Press Modifications	LUMP SUM	12,778.70	12,778.70	10,000.00	10,000.00	12,000.00	12,000.00	17,000.00	17,000.00
37.	Odor Control System	LUMP SUM	65,450.00	65,450.00	55,000.00	55,000.00	58,000.00	58,000.00	66,000.00	66,000.00
38.	Chemical Metering Pump	LUMP SUM	1,606.00	1,606.00	3,000.00	3,000.00	2,500.00	2,500.00	3,500.00	3,500.00
39.	Conveying Systems	LUMP SUM	21,450.00	21,450.00	15,000.00	15,000.00	5,000.00	5,000.00	20,000.00	20,000.00
40.	Flow Meters	LUMP SUM	38,885.00	38,885.00	20,000.00	20,000.00	26,000.00	26,000.00	22,000.00	22,000.00
41.	Dissolved Oxygen Meters	LUMP SUM	15,400.00	15,400.00	20,000.00	20,000.00	3,840.00	3,840.00	13,500.00	13,500.00
42.	Furnishings	LUMP SUM	2,640.00	2,640.00	2,000.00	2,000.00	6,000.00	6,000.00	1,600.00	1,600.00
43.	Piping, Valves & Appur.	LUMP SUM	250,589.90	250,589.90	358,193.00	358,193.00	200,165.00	200,165.00	207,000.00	207,000.00
44.	Heating & Ventilation	LUMP SUM	12,540.00	12,540.00	10,000.00	10,000.00	15,000.00	15,000.00	20,000.00	20,000.00
45.	Electrical	LUMP SUM	276,650.00	276,650.00	200,000.00	200,000.00	310,000.00	310,000.00	300,000.00	300,000.00
46.	Cabinets	LUMP SUM	4,070.00	4,070.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
47.	Thermophilic Digester Insulation	LUMP SUM	41,877.00	41,877.00	20,000.00	20,000.00	12,000.00	12,000.00	10,000.00	10,000.00
48.	Submersible Pump	LUMP SUM	6,600.00	6,600.00	7,000.00	7,000.00	6,000.00	6,000.00	6,900.00	6,900.00
	Subtotal:		\$2,322,497.29		\$2,398,757.00		\$2,435,840.00		\$2,441,316.00	
	Sales Tax (7.9%):		183,477.29		189,501.80		192,431.36		192,863.96	
	TOTAL CONSTRUCTION COST:		\$2,505,974.58		\$2,588,258.80		\$2,628,271.36		\$2,634,179.96	

CITY OF GIG HARBOR	DATE: 07/94	GRAY & OSBORNE	SHEET 12
PIERCE COUNTY, WA	DRAWN: BEK	CONSULTING ENGINEERS	
WASTEWATER TREATMENT	CHKD: JPW	SEATTLE & YAKIMA	OF 20
PLANT EXPANSION	APPRVD: JPW	WASHINGTON	
G&O #91761			

	Imco General Const., Inc.	Seaboard Const., Inc.	PK Contractors, Inc.	Stan Palmer Const., Inc.
BIDDER ADDRESS.	4509 Guide Meridian	1139 NW 52nd St.	P.O. Box 3384	P.O. Box 2057
	Bellingham, WA 98226	Seattle, WA 98107	Spokane, WA 99220-3384	Silverdale, WA 98383
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	390-106-003	439,148-00 8	322-906-009	383,931-003
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	IMCOGI*215R1	SEABOCI177R2	PKCON-286JM	ST-AN-PC*202NF
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEDUCTION NO. 1										
46.	Cabinets	LUMP SUM	\$4,070.00	\$4,070.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
	Subtotal, Deduction No. 1:			\$4,070.00		\$3,000.00		\$3,000.00		\$3,000.00
	Sales Tax (7.9%):			<u>321.53</u>		<u>237.00</u>		<u>237.00</u>		<u>237.00</u>
	TOTAL DEDUCTION NO. 1:			\$4,391.53		\$3,237.00		\$3,237.00		\$3,237.00
DEDUCTION NO. 2										
22.	Cyclone Degritter	LUMP SUM	\$39,655.00	\$39,655.00	\$38,000.00	\$38,000.00	\$55,000.00	\$55,000.00	\$31,000.00	\$31,000.00
	Subtotal, Deduction No. 2:			\$39,655.00		\$38,000.00		\$55,000.00		\$31,000.00
	Sales Tax (7.9%):			<u>3,132.74</u>		<u>3,002.00</u>		<u>4,345.00</u>		<u>2,449.00</u>
	TOTAL DEDUCTION NO. 2:			\$42,787.74		\$41,002.00		\$59,345.00		\$33,449.00
DEDUCTION NO. 3										
30.	Existing Secondary Clarifier Modifications	LUMP SUM	\$23,860.10	\$23,860.10	\$20,000.00	\$20,000.00	\$60,000.00	\$60,000.00	\$45,000.00	\$45,000.00
	Subtotal, Deduction No. 3:			\$23,860.10		\$20,000.00		\$60,000.00		\$45,000.00
	Sales Tax (7.9%):			<u>1,884.95</u>		<u>1,580.00</u>		<u>4,740.00</u>		<u>3,555.00</u>
	TOTAL DEDUCTION NO. 3:			\$25,745.05		\$21,580.00		\$64,740.00		\$48,555.00

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91781

DATE: 07/94
DRAWN: BEK
CHKD: JPW
APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 13
OF 20

	Imco General Const., Inc.	Seaboard Const., Inc.	PK Contractors, Inc.	Stan Palmer Const., Inc.
BIDDER ADDRESS.	4509 Guide Meridian	1139 NW 52nd St.	P.O. Box 3384	P.O. Box 2057
	Bellingham, WA 98226	Seattle, WA 98107	Spokane, WA 99220-3384	Silverdale, WA 98383
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	390-106-003	439,148-00 8	322-906-009	383,931-003
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	IMCOGI*215R1	SEABOCI177R2	PKCON-286JM	ST-AN-PC*202NF
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEDUCTION NO. 4										
31.	WAS Concentrator	LUMP SUM	\$33,385.00	\$33,385.00	\$65,000.00	\$65,000.00	\$35,000.00	\$35,000.00	\$40,000.00	\$40,000.00
	Subtotal, Deduction No. 4:			\$33,385.00		\$65,000.00		\$35,000.00		\$40,000.00
	Sales Tax (7.9%):			<u>2,637.42</u>		<u>5,135.00</u>		<u>2,765.00</u>		<u>3,160.00</u>
	TOTAL DEDUCTION NO. 4:			\$36,022.42		\$70,135.00		\$37,765.00		\$43,160.00
DEDUCTION NO. 5										
33.	Polymer System	LUMP SUM	\$34,650.00	\$34,650.00	\$60,000.00	\$60,000.00	\$60,000.00	\$60,000.00	\$68,000.00	\$68,000.00
	Subtotal, Deduction No. 5:			\$34,650.00		\$60,000.00		\$60,000.00		\$68,000.00
	Sales Tax (7.9%):			<u>2,737.35</u>		<u>4,740.00</u>		<u>4,740.00</u>		<u>5,372.00</u>
	TOTAL DEDUCTION NO. 5:			\$37,387.35		\$64,740.00		\$64,740.00		\$73,372.00
DEDUCTION NO. 6										
41.	Dissolved Oxygen Meters	LUMP SUM	\$15,400.00	\$15,400.00	\$20,000.00	\$20,000.00	\$3,840.00	\$3,840.00	\$13,500.00	\$13,500.00
	Subtotal, Deduction No. 6:			\$15,400.00		\$20,000.00		\$3,840.00		\$13,500.00
	Sales Tax (7.9%):			<u>1,216.60</u>		<u>1,580.00</u>		<u>303.36</u>		<u>1,066.50</u>
	TOTAL DEDUCTION NO. 6:			\$16,616.60		\$21,580.00		\$4,143.36		\$14,566.50

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91761

DATE: 07/94
DRAWN: BEK
CHKD: JPW
APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 14
OF 20

	Imco General Const., Inc.	Seaboard Const., Inc.	PK Contractors, Inc.	Stan Palmer Const., Inc.
BIDDER ADDRESS.	4509 Guide Meridian	1139 NW 52nd St.	P.O. Box 3384	P.O. Box 2057
	Bellingham, WA 98226	Seattle, WA 98107	Spokane, WA 99220-3384	Silverdale, WA 98383
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	390-106-003	439,148-00 8	322-906-009	383,931-003
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	IMCOGI*215R1	SEABOCI177R2	PKCON-286JM	ST-AN-PC*202NF
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<u>DEDUCTION NO. 7</u>										
42.	Furnishings	LUMP SUM	\$2,640.00	\$2,640.00	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$1,600.00	\$1,600.00
	Subtotal, Deduction No. 7:			\$2,640.00		\$2,000.00		\$6,000.00		\$1,600.00
	Sales Tax (7.9%):			<u>208.56</u>		<u>158.00</u>		<u>474.00</u>		<u>126.40</u>
	TOTAL DEDUCTION NO. 7:			\$2,848.56		\$2,158.00		\$6,474.00		\$1,726.40
<u>DEDUCTION NO. 8</u>										
27.	Blower	LUMP SUM	\$20,955.00	\$20,955.00	\$19,000.00	\$19,000.00	\$25,000.00	\$25,000.00	\$24,000.00	\$24,000.00
	Subtotal, Deduction No. 8:			\$20,955.00		\$19,000.00		\$25,000.00		\$24,000.00
	Sales Tax (7.9%):			<u>1,655.44</u>		<u>1,501.00</u>		<u>1,975.00</u>		<u>1,896.00</u>
	TOTAL DEDUCTION NO. 8:			\$22,610.44		\$20,501.00		\$26,975.00		\$25,896.00
<u>DEDUCTION NO. 9</u>										
18.	Control Building Addition	LUMP SUM	\$24,046.00	\$24,046.00	\$28,000.00	\$28,000.00	\$55,000.00	\$55,000.00	\$40,000.00	\$40,000.00
	Subtotal, Deduction No. 9:			\$24,046.00		\$28,000.00		\$55,000.00		\$40,000.00
	Sales Tax (7.9%):			<u>1,899.63</u>		<u>2,212.00</u>		<u>4,345.00</u>		<u>3,160.00</u>
	TOTAL DEDUCTION NO. 9:			\$25,945.63		\$30,212.00		\$59,345.00		\$43,160.00

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91761

DATE: 07/94
DRAWN: BEK
CHKD: JPW
APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 15
OF 20

	Wade Perrow Const., Inc.	Pacific Western		
BIDDER ADDRESS.	P.O. Box 1728	1544 Memorial Highway		
	Gig Harbor, WA 98335	Mount Vernon, WA 98273		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	91-1110021	469,872-01		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	C600 369 191	PACIFW1110NS		
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1.	Mobilization & Demobilization	LUMP SUM	\$250,000.00	\$250,000.00	\$261,300.00	\$261,300.00				
2.	Clearing & Grubbing	LUMP SUM	17,800.00	17,800.00	3,390.00	3,390.00				
3.	Demolition	LUMP SUM	47,000.00	47,000.00	20,119.00	20,119.00				
4.	Fencing	150 LF	30.00	4,500.00	30.00	4,500.00				
5.	Dewatering	LUMP SUM	4,500.00	4,500.00	23,520.00	23,520.00				
6.	Temp. Shoring and Bracing	LUMP SUM	14,000.00	14,000.00	50,000.00	50,000.00				
7.	Excavation, Bkfl. & Wastehaul	LUMP SUM	97,200.00	97,200.00	62,100.00	62,100.00				
8.	Foundation Gravel	640 TN	15.00	9,600.00	18.00	11,520.00				
9.	Gravel Base	560 TN	9.00	5,040.00	19.00	10,640.00				
10.	Crushed Surfacing	72 TN	15.00	1,080.00	28.00	2,016.00				
11.	Gravel Bkfl. for Pipe Bedding	250 TN	12.00	3,000.00	20.00	5,000.00				
12.	Special Excavation for Unsuitable Material	200 CY	30.00	6,000.00	16.00	3,200.00				
13.	Trench Safety Systems	LUMP SUM	500.00	500.00	12,000.00	12,000.00				
14.	Concrete (3,500 psi)	880 CY	265.00	233,200.00	150.00	132,000.00				
15.	Concrete (2,000 psi)	51 CY	80.00	4,080.00	390.00	19,890.00				
16.	Cement Grout (2,500 psi)	30 CY	175.00	5,250.00	69.00	2,070.00				
17.	Reinforcing Steel	120 TN	650.00	78,000.00	836.00	100,320.00				
18.	Control Building Addition	LUMP SUM	22,018.00	22,018.00	51,000.00	51,000.00				
19.	Caulking & Sealants	LUMP SUM	2,000.00	2,000.00	16,950.00	16,950.00				
20.	Miscellaneous Metals	LUMP SUM	90,000.00	90,000.00	116,900.00	116,900.00				
21.	Painting	LUMP SUM	30,000.00	30,000.00	33,830.00	33,830.00				
22.	Cyclone Degritter	LUMP SUM	60,000.00	60,000.00	40,000.00	40,000.00				
23.	Rotary Screen	LUMP SUM	60,000.00	60,000.00	25,190.00	25,190.00				
24.	RAS Pump	LUMP SUM	16,000.00	16,000.00	24,390.00	24,390.00				
25.	Sludge Pumps Renovation	LUMP SUM	11,000.00	11,000.00	22,280.00	22,280.00				
26.	Progressing Cavity Pumps	LUMP SUM	50,000.00	50,000.00	29,850.00	29,850.00				

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91761

DATE: 07/94
DRAWN: BEK
CHKD: JPW
APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 16
OF 20

	Wade Ferrow Const., Inc.	Pacific Western		
BIDDER ADDRESS.	P.O. Box 1728	1544 Memorial Highway		
	Gig Harbor, WA 98335	Mount Vernon, WA 98273		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	91-1110021	469,872-01		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	C600 369 191	PACIFW1110NS		
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
27.	Blower	LUMP SUM	20,000.00	20,000.00	27,000.00	27,000.00				
28.	Air Diffusion Equipment	LUMP SUM	68,500.00	68,500.00	70,800.00	70,800.00				
29.	New Secondary Clarifier	LUMP SUM	50,000.00	50,000.00	87,677.00	87,677.00				
30.	Existing Secondary Clarifier Modifications	LUMP SUM	45,585.00	45,585.00	62,429.00	62,429.00				
31.	WAS Concentrator	LUMP SUM	47,905.00	47,905.00	106,032.00	106,032.00				
32.	Solid Bowl Centrifuge	LUMP SUM	179,100.00	179,100.00	159,771.00	159,771.00				
33.	Polymer Feed Equipment	LUMP SUM	58,500.00	58,500.00	69,145.00	69,145.00				
34.	Aspirating Mixers	LUMP SUM	98,000.00	98,000.00	7,221.00	7,221.00				
35.	Foam Cutters	LUMP SUM	29,300.00	29,300.00	37,505.00	37,505.00				
36.	Screw Press Modifications	LUMP SUM	9,800.00	9,800.00	16,845.00	16,845.00				
37.	Odor Control System	LUMP SUM	20,000.00	20,000.00	84,532.00	84,532.00				
38.	Chemical Metering Pump	LUMP SUM	1,350.00	1,350.00	8,306.00	8,306.00				
39.	Conveying Systems	LUMP SUM	13,400.00	13,400.00	9,221.00	9,221.00				
40.	Flow Meters	LUMP SUM	26,500.00	26,500.00	10,422.00	10,422.00				
41.	Dissolved Oxygen Meters	LUMP SUM	11,200.00	11,200.00	11,221.00	11,221.00				
42.	Furnishings	LUMP SUM	2,220.00	2,220.00	5,650.00	5,650.00				
43.	Piping, Valves & Appur.	LUMP SUM	375,000.00	375,000.00	230,647.00	230,647.00				
44.	Heating & Ventilation	LUMP SUM	50,000.00	50,000.00	14,920.00	14,920.00				
45.	Electrical	LUMP SUM	251,000.00	251,000.00	333,185.00	333,185.00				
46.	Cabinets	LUMP SUM	1,841.00	1,841.00	6,780.00	6,780.00				
47.	Thermophilic Digester Insulation	LUMP SUM	9,500.00	9,500.00	14,751.00	14,751.00				
48.	Submersible Pump	LUMP SUM	6,400.00	6,400.00	11,707.00	11,707.00				
	Subtotal:			\$2,496,869.00		\$2,469,742.00				
	Sales Tax (7.9%):			<u>197,252.65</u>		<u>195,109.62</u>				
	TOTAL CONSTRUCTION COST:			\$2,694,121.65		\$2,664,851.62				

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91761

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APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 17
OF 20

	Wade Perrow Const., Inc.	Pacific Western
BIDDER ADDRESS:	P.O. Box 1728	1544 Memorial Highway
	Gig Harbor, WA 98335	Mount Vernon, WA 98273
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	91-1110021	469,872-01
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	C600 369 191	PACIFW111ONS
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<u>DEDUCTION NO. 1</u>										
46.	Cabinets	LUMP SUM	\$1,841.00	\$1,841.00	\$6,780.00	\$6,780.00				
	Subtotal, Deduction No. 1:			\$1,841.00		\$6,780.00				
	Sales Tax (7.9%):			<u>145.44</u>		<u>535.62</u>				
	TOTAL DEDUCTION NO. 1:			\$1,986.44		\$7,315.62				
<u>DEDUCTION NO. 2</u>										
22.	Cyclone Degritter	LUMP SUM	\$60,000.00	\$60,000.00	\$40,000.00	\$40,000.00				
	Subtotal, Deduction No. 2:			\$60,000.00		\$40,000.00				
	Sales Tax (7.9%):			<u>4,740.00</u>		<u>3,160.00</u>				
	TOTAL DEDUCTION NO. 2:			\$64,740.00		\$43,160.00				
<u>DEDUCTION NO. 3</u>										
30.	Existing Secondary Clarifier Modifications	LUMP SUM	\$45,585.00	\$45,585.00	\$62,429.00	\$62,429.00				
	Subtotal, Deduction No. 3:			\$45,585.00		\$62,429.00				
	Sales Tax (7.9%):			<u>3,601.22</u>		<u>4,931.89</u>				
	TOTAL DEDUCTION NO. 3:			\$49,186.22		\$67,360.89				

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91761

DATE: 07/94
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APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 18
OF 20

	Wade Perrow Const., Inc.	Pacific Western
BIDDER ADDRESS.	P.O. Box 1728	1544 Memorial Highway
	Gig Harbor, WA 98335	Mount Vernon, WA 98273
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	91-1110021	469,872-01
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	C600 369 191	PACIFW1110NS
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND

NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEDUCTION NO. 4										
31.	WAS Concentrator	LUMP SUM	\$47,905.00	\$47,905.00	\$106,032.00	\$106,032.00				
	Subtotal, Deduction No. 4:			\$47,905.00		\$106,032.00				
	Sales Tax (7.9%):			<u>3,784.50</u>		<u>8,376.53</u>				
	TOTAL DEDUCTION NO. 4:			\$51,689.50		\$114,408.53				
DEDUCTION NO. 5										
33.	Polymer System	LUMP SUM	\$58,500.00	\$58,500.00	\$69,145.00	\$69,145.00				
	Subtotal, Deduction No. 5:			\$58,500.00		\$69,145.00				
	Sales Tax (7.9%):			<u>4,621.50</u>		<u>5,462.46</u>				
	TOTAL DEDUCTION NO. 5:			\$63,121.50		\$74,607.46				
DEDUCTION NO. 6										
41.	Dissolved Oxygen Meters	LUMP SUM	\$11,200.00	\$11,200.00	\$11,221.00	\$11,221.00				
	Subtotal, Deduction No. 6:			\$11,200.00		\$11,221.00				
	Sales Tax (7.9%):			<u>884.80</u>		<u>886.46</u>				
	TOTAL DEDUCTION NO. 6:			\$12,084.80		\$12,107.46				

CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
PLANT EXPANSION
G&O #91761

DATE: 07/94
DRAWN: BEK
CHKD: JPW
APPRVD: JPW

GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 19
OF 20

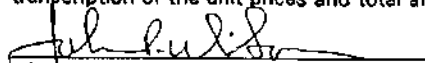
	Wade Perrow Const., Inc.	Pacific Western		
BIDDER ADDRESS:	P.O. Box 1728	1544 Memorial Highway		
	Gig Harbor, WA 98335	Mount Vernon, WA 98273		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.	91-1110021	469,872-01		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER	C600 369 191	PACIFW110NS		
BID BOND OR OTHER GOOD FAITH TOKEN	5% BID BOND	5% BID BOND	5% BID BOND	5% BID BOND

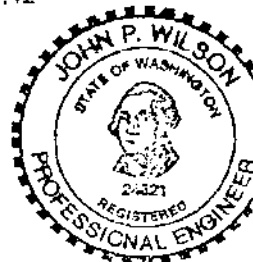
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
DEDUCTION NO. 7										
42.	Furnishings	LUMP SUM	\$2,220.00	\$2,220.00	\$5,650.00	\$5,650.00				
	Subtotal, Deduction No. 7:			\$2,220.00		\$5,650.00				
	Sales Tax (7.9%):			<u>175.38</u>		<u>446.35</u>				
	TOTAL DEDUCTION NO. 7:			\$2,395.38		\$6,096.35				

DEDUCTION NO. 8										
27.	Blower	LUMP SUM	\$20,000.00	\$20,000.00	\$27,000.00	\$27,000.00				
	Subtotal, Deduction No. 8:			\$20,000.00		\$27,000.00				
	Sales Tax (7.9%):			<u>1,580.00</u>		<u>2,133.00</u>				
	TOTAL DEDUCTION NO. 8:			\$21,580.00		\$29,133.00				

DEDUCTION NO. 9										
18.	Control Building Addition	LUMP SUM	\$22,018.00	\$22,018.00	\$51,000.00	\$51,000.00				
	Subtotal, Deduction No. 9:			\$22,018.00		\$51,000.00				
	Sales Tax (7.9%):			<u>1,739.42</u>		<u>4,029.00</u>				
	TOTAL DEDUCTION NO. 9:			\$23,757.42		\$55,029.00				

Sealed bids were opened at the City Hall,
Gig Harbor, Washington, on June 30, 1994, at 2:00 p.m. (P.D.S.T.)
I hereby certify that the above tabulations are true and correct
transcription of the unit prices and total amounts bid.


JOHN P. WILSON, P.E.



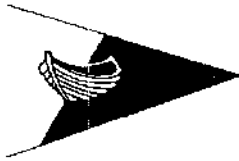
CITY OF GIG HARBOR
PIERCE COUNTY, WA
WASTEWATER TREATMENT
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G&O #91761

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GRAY & OSBORNE
CONSULTING ENGINEERS
SEATTLE & YAKIMA
WASHINGTON

SHEET 20
OF 20

EXPIRES 1-15-96



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: BEN YAZICI, DIRECTOR OF PUBLIC WORKS
SUBJECT: JOHN GODULAS LATE COMER AGREEMENT
DATE: JULY 22, 1994

INTRODUCTION

Mr. John Godulas is in the process of building a single family home on Shirley Avenue. He was required by the Fire Marshall to extend the main water line for the purpose of obtaining sufficient fire flow. The extended water main will cross a number of properties that would benefit from this line. He wants to enter into a latecomer agreement with the City to recoup some of his cost related to this project. The purpose of this memorandum is to discuss this issue with you and receive your authorization for the Mayor to sign the Latecomers Agreement.

BACKGROUND/ISSUES

Mr. Godulas applied for the building permit for a vacant lot on Shirley Avenue. During the permit process, the City Fire Marshall told Mr. Godulas that there is no water main in this particular location and consequently no fire flow. City ordinances requires availability of fire flow before the issuance of a building permit. Mr. Godulas was required to extend the existing water main line approximately 597 linear feet from the existing location on Shirley Avenue.

Most of the homes on Shirley Avenue are on private water wells. The newly extended water main will cross a number of properties. If the wells ever fail or if these property owners decide to obtain City water for reliability reasons, they would benefit from this water line extension. Therefore, Mr. Godulas request for a Latecomers Agreement would be well justified under these circumstances.

The proposed line consists of an 8" water main. Appropriate connection points and service lines will be extended to the each property for future connection. At the time of connection, each property owner will pay their fair share of connecting to this water line. The fair share cost is developed based upon a standard formula of the total cost of the project divided by the combination of front footage and the square footage of each parcel.

POLICY ISSUES

No property owner will be forced to connect to this water line. The line will be available for the property owners if they choose to connect to it.

The City will administer this Latecomers Agreement and charge 15% administration fee to recoup our costs associated with this agreement.

FISCAL IMPACT

None. There is no financial impact to the City as result of this agreement approved and implemented by the City.

RECOMMENDATION

I recommend a Council motion to authorize the Mayor to sign the attached Latecomers Agreement after the line is constructed and the true cost of the line is identified. The Agreement currently shows the estimated cost of the project. I am anticipating that the actual cost of the project will be within 10% of the estimated cost of \$17,646.47.



LEROY SURVEYORS & ENGINEERS, INC.

8323 Shaw Rd. S.E. ♦ P.O. Box 740, Puyallup, Washington 98371
(206) 848-6608 ♦ FAX (206) 840-4140

July 21, 1994

Ben Yazici P.E.
Public Works Director
P.O. Box 145
Gig Harbor, Washington 98335

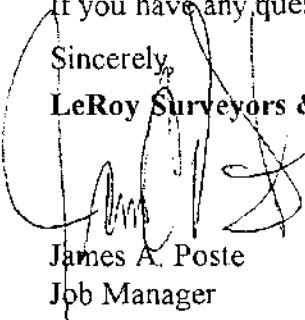
Re: Godulas Water Extension On Spring Street - L.S.& E Job No. 0001515

Dear Ben,

Attached Please find the Engineer's Cost estimate which you requested for the extension of the existing 6" watermain on Shirley Avenue.

If you have any questions please contact me.

Sincerely,
LeRoy Surveyors & Engineers, Inc.



James A. Poste
Job Manager

attachments: Engineer's Cost Estimate
cc: Mr. John Godulas, 3708 130th St. Ct. NW, Gig Harbor, WA 98332



LEROY SURVEYORS & ENGINEERS, INC.

8323 Shaw Rd. S.E. ♦ P.O. Box 740, Puyallup, Washington 98371
(206) 848-6608 ♦ FAX (206) 840-4140

SHIRLEY AVENUE WATER EXTENSION

Engineer's Cost Estimate

1.)	597 LF - 6" Diameter Ductile Iron Watermain (@ \$14.00/LF - In Place)	\$ 8,358.00
2.)	8 Each - 3/4" Single Water Services (@ \$325.00/Each - In Place)	\$ 2,600.00
3.	1 Each - Hydrant Assembly per Gig Harbor (@ \$1,900.00/ Each - In Place)	\$ 1,900.00
4.	1 Each - 2" Diameter Blowoff (@ \$450.00/Each - In Place)	\$ 450.00
5.	Cleanup & Restoration (@ \$1,500.00 Lump Sum)	\$ 1,500.00
6.	Pressure Test & Disinfect (@\$0.10/LF)	\$ <u>59.70</u>
	Subtotal of Construction	\$ 14,867.70
	Mobilization (10%)	\$ 1,486.77
	Project Subtotal	\$ 16,354.47
	Taxes (7.90%)	\$ <u>1,292.00</u>
	Total Estimated Project Cost	\$ 17,646.47



EXPIRES 4/22/15

**LATECOMERS AGREEMENT FOR REIMBURSEMENT
OF MUNICIPAL WATER**

AGREEMENT, made this _____ day of _____ 1994 between John and Judy Godulas (Owner) and the City of Gig Harbor, situate in Pierce County, Washington, the parties respectively referred to herein as "Owner" and "City".

WITNESSETH:

RECITALS

1. The City owns and operates a water system within and adjacent to its limits; and

2. The Owner has constructed, under agreement with the City, pursuant to the Municipal Water and Sewer Facilities Act, RCW 35.91.010. et seq., certain extensions to said system more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which additions are capable of serving areas now owned by the Owner; and

3. The area capable of being served by the extensions to said systems described in Exhibit "A", is herein referred to as the "benefitted property", and is more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein; and

4. The extensions to said system described in Exhibit "A" are located within the area served by the City and have not been accepted by the City for maintenance and operation; and

5. The cost of construction of the extensions described in Exhibit "A" under the provisions of said Municipal Water and Sewer Facilities Act amounts to \$_____, and

6. The City has determined and the Owners have agreed that the area benefitted by said extensions amounts to 1,244.90 lineal front feet and 335,943 square feet of area of which 1,244.90 lineal front feet and 335,943 square feet of area is directly attributable to the and Owner and the remaining benefitted property, resulting in a fair prorata share of the cost

the cost of construction of said extensions, to be collected from the owner or owners of any parcel benefitted thereby, and who tap on or connect to said system of \$ _____ per lineal front foot and \$ _____ per square feet said front footage and area charges being computed as shown on Exhibit "B"; and

7. The City and Owner desire and intend by this Agreement to provide for collection of the fair prorata share of the cost of construction of said extensions from the owners of the benefitted properties (as described on Exhibit "B") who did not contribute to the original cost thereof, under the provisions of the Municipal Water and Sewer Facilities Act, PROVIDED, that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the extensions described in Exhibit "A" shall become a part under the terms of this Agreement, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The imposition by City of any such requirement shall not be deemed an impairment of this Agreement though it may be imposed in such a manner as to refuse service to an owner of the benefitted property in order to secure compliance with such requirements of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

A. All of the recitals set forth above are adopted by the parties as material elements of the Agreement.

B. The Owner shall transfer title, free and clear of all encumbrances to the extensions described in Exhibit "A" by a Bill of Sale to be executed and delivered by Owner to the City upon acceptance of said extensions for maintenance by the City. This Bill of Sale shall contain the Owner's warranty that it has good title and the right to convey said extensions, that it will warrant and defend the City against the claim of interest herein asserted by any third person, that it will guarantee the workmanship and materials in said facility for a period of one year after the date of acceptance by the City and that it warrants said extensions to be fit for the use for which they are intended.

C. Owner further warrants that it is the owner in title absolute of the extensions described in Exhibit "A", that it has neither permitted or suffered any person or other entity to tap onto said extensions prior to the date of this agreement: that the sum of \$ _____ is

a fair prorata charge to be assessed against the owner of each subsequent parcel within the benefitted premises, as described in Exhibit "A", who subsequently tap on to or connect to said facility, and do further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed which have been satisfied. In the event that any lien or other claim against said extensions are asserted after conveyance to the City, (which Owner shall defend and save harmless the City from loss on account thereof), and in the event the City shall be put to any expense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this Agreement.

D. In consideration of the conveyance of the extensions described in Exhibit "A", the City agrees to accept said extensions for maintenance as part of its facility, after inspection and testing by the Utilities Engineer and his recommendation of acceptance, and further agrees to collect from the owners of the realty benefitted by said lien who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair prorata share of the cost of such construction based upon the sum of which unit charge shall be conclusively presumed to be a fair prorata charge against the benefitted parcels. The City shall charge, in addition to its usual and ordinary charges make against persons applying for service from said facility and in addition to the amount agreed to be collected by the City in this paragraph, sum equal to fifteen percent (15%) to be collected from owners or persons tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement.

E. The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of the preceding paragraph, within sixty (60) days after receipt thereof at the address of the Owner as set forth hereinafter or at such other addresses as the Owner shall provide by Certified Mail. If said payments are returned to the City unclaimed by the Owner or if the City is unable to located the Owner after six (6) months, the City shall retain all sums then received and all future sums collected under this Agreement.

F. In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by operation of law, then the City shall pay all benefits accruing thereunder, after notice, to such successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this Agreement, then the City may, at its option, commence an action in interpleader joining any party claiming rights under this contract, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and cost, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

G. The City agrees not to allow an Owner or user of any benefitted property as described in Exhibit "A" to tap onto said facility without such owner or user having first paid to the City a sum equal to the fair prorata charge herein above set forth.

H. In the event of any claims arising as a result of the negligent acts or omissions of the City, its officers, officials, employees representatives and agents, in the performance of the services described in this Agreement, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards or liabilities to any person.

I. The City shall be entitled to rely with acquittance on the provisions of this Agreement with respect to the fairness of the prorata charge herein provided, and upon the description of the benefitted properties set forth in Exhibit "B".

J. This Agreement shall become operative upon its being recorded with the Auditor of each County in which any of the benefitted lands are situated, at the expense of the Owner, and shall remain in full force and effect for a period of ten (10) years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever events occurs earlier; provided, that in the event the additions described in Exhibit "A" or any portions thereof shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's

facility, such determination of uselessness to be in the absolute discretion of the City's Engineer, then the City's obligation to collect for the Owner of the tapping charges provided pursuant to this Agreement shall cease.

K. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Owner.

L. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

City of Gig Harbor	<u>John & Judy Godulas (Owner)</u>
M/A: P.O.Box 145	<u>3708-130th St. Ct. NW</u>
Gig Harbor, WA 98335	<u>Gig Harbor, WA 98335</u>

M. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

N. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including attorney's fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

O. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

P. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Q. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF GIG HARBOR

OWNERS

By: _____

ATTEST:

City Clerk, Mark Hoppen

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

John D. Wallace

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at: _____

My Commission expires: _____

LOT 2

RANGE
2E

90.63 20,0951

ROAD 3
SCHOOL 401

SCALE
1" = 100'

1" = 200'

SERVICE AREA
(BENEFITED AREA)

PROPOSED LOT

PROPOSED WATER
(NEW)

EXIST. WATER

(CARRS INLET - GIG HARBOR CO. RD.)

ROSEDALE ST. N.W.

SE 6

T 21

R 2 E

EXHIBIT "A"

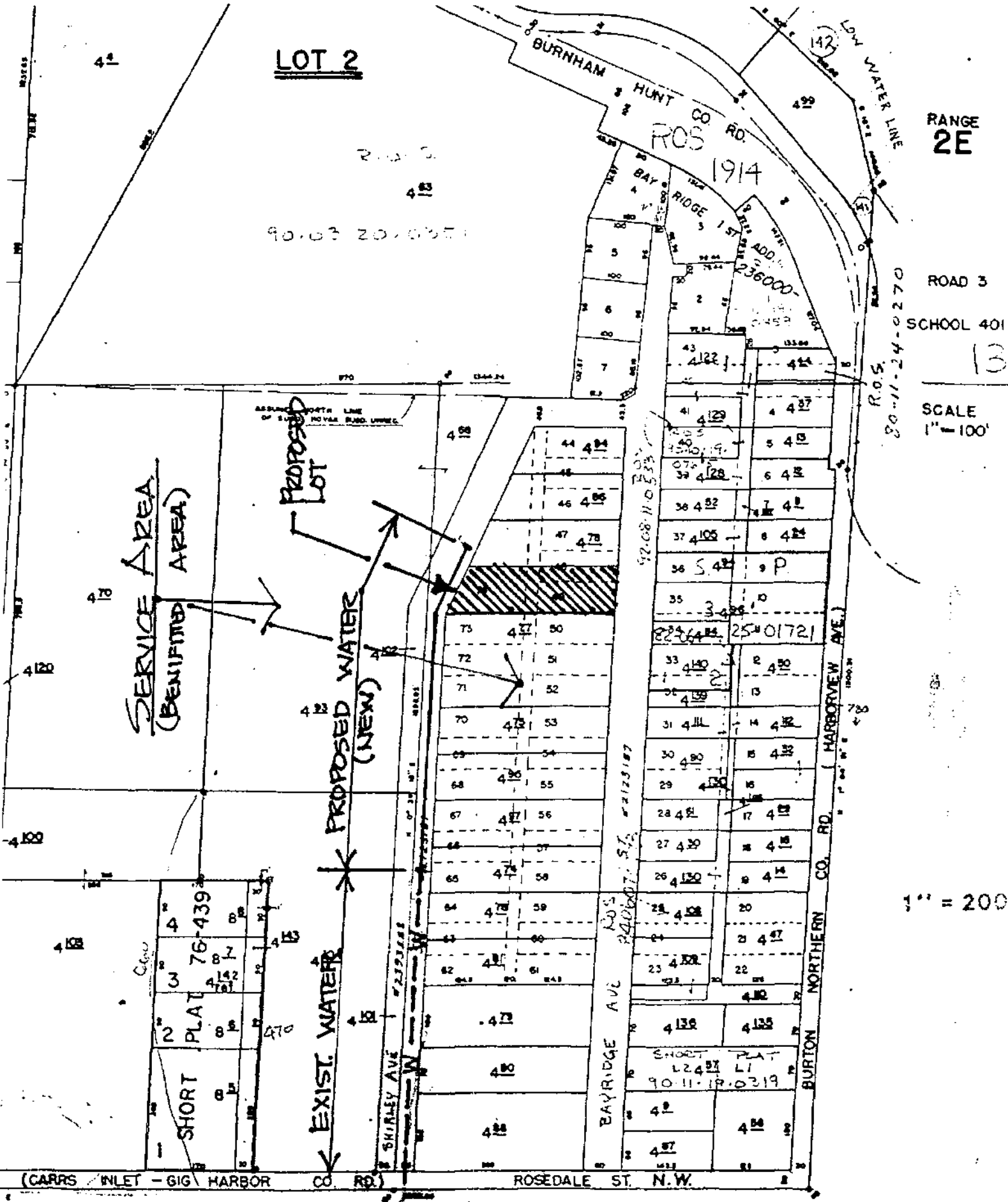


EXHIBIT B

Benefitted Area & Connection Charge Equations

<u>Parcel Number</u>	<u>Lot Area</u>	<u>Front Footage</u>
022106-4-093	204,732 sq. ft.	671.23 lf.
022106-4-086	13,504 sq. ft.	82.37 lf.
022106-4-078	18,731 sq. ft.	82.37 lf.
022106-4-077 (Proposed new lot)	20,400 sq. ft.	89.35 lf.
022106-4-077 (Remainder)	38,462 sq. ft.	144.58 lf.
022106-4-075	20,038 sq. ft.	75.00 lf.
022106-4-095	20,038 sq. ft.	75.00 lf.
022106-4-097	<u>20,038 sq. ft.</u>	<u>75.00 lf.</u>
Totals	355,943 sq. ft.	1,244.90 lf.

Front Footage Charge = $\frac{(\text{Total Project Cost})}{1,244.90} (0.25) (\text{Lot Front Footage})$

1,244.90

Lot Area Charge = $\frac{(\text{Total Project Cost})}{355,943} (0.75) (\text{Lot Area})$

355,943



LEROY SURVEYORS & ENGINEERS, INC.

8323 Shaw Rd. S.E. ♦ P.O. Box 740, Puyallup, Washington 98371
(206) 848-6608 ♦ FAX (206) 840-4140

July 21, 1994

Ben Yazici P.E.
Public Works Director
P.O. Box 145
Gig Harbor, Washington 98335

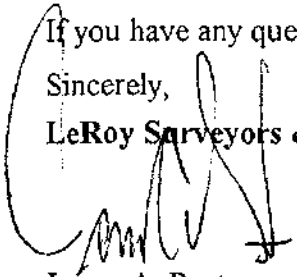
Re: Godulas Water Extension On Spring Street - L.S. & E. Job No. 0001515

Dear Ben,

Attached Please find the calculations which you requested showing that extension of the existing 6" watermain on Shirley Avenue to the subject property and beyond will have sufficient capacity and pressure to meet the City's fire flow requirements.

If you have any questions please contact me.

Sincerely,
LeRoy Surveyors & Engineers, Inc.



James A. Poste
Job Manager

attachments: Calculations with exhibits
cc: Mr. John Godulas, 3708 130th St. Ct. NW, Gig Harbor, WA 98332



LEROY SURVEYORS & ENGINEERS, INC.

8323 Shaw Rd. S.E. ♦ P.O. Box 740, Puyallup, Washington 98371
(206) 848-6608 ♦ FAX (206) 840-4140



Fire Low Calculations - Shirley Avenue Extension

USE: Exhibit "A" - Fire District 5, Hydrant Summary Sheet(Flow Test)
Exhibit "B" - Water Distribution Nomograph

Rosedale Avenue

Elevation(E1) = 156.12 - Static Pressure = 68psi(assumed - See Exhibit "A")

Pressure Head (P1) = (68psi)(2.3ft. head/psi) = 156.40ft

Piezomatic Elev. = E1 + P1 = 156.12 + 156.40 = 312.50ft

Exist 372LF- 6" Dia.(Rosedale to Hydrant)

Total length of pipe(L) = 372' + 600' = 972'

○ Existing Hydrant

Proposed 600LF - 6" Dia(Hydrant to Hydrant)

Pressure Head (P2) = (20psi)(2.3ft. head/psi) = 46.00ft

Piezomatic Elev. = E2 + P2 = 117.00 + 46.00 = 163.00ft

Proposed Hydrant

○ Elevation(E2) = +/- 117.00

Required Pressure = 20psi

Total Head Available (Ha) = 312.50' - 163.00' = 149.50'

Total Loss Allowable(TL) = (Ha ÷ L)(1,000) = (149.50' ÷ 927')(1,000') = 161.27'

Using Nomograph (Exhibit "B"): TL per 1,000ft = 161.27' and 6" Dia. Pipe w/ C=100
the calculated flow at the new hydrant at 20psi = 1,100gpm

Revised
Report of
6/20/94

Pierce County Fire District 5 Fire Hydrant Summary Sheet

Purveyor Information:

Purveyor's Name: City of GH
Purveyor Phone Number: 851-8136 Fax: _____
Contact: see blue sheet
As built: Yes No Contract: Yes No
Subdivision Name (If Applicable): George Gilbert Short Plat

Request Information:

Test request date: 6/15/94 Test schedule date: 6/20/94
Requested by: John Godulas Taken by: G.S.

1) Hydrant Information:

Hydrant number: GH052 Hydrant Address: 8023 Shirley Av.
Hydrant Brand Name: IOWA
5" Storz Yes No Blue Marker Yes No
Street Valve Location: 5' in front of Hydrant.

2) Hydrant Information:

Hydrant number: _____ Hydrant Address: _____
Hydrant Brand Name: _____
5" Storz Yes No Blue Marker Yes No
Street Valve Location: _____

3) Hydrant Information:

Hydrant number: _____ Hydrant Address: _____
Hydrant Brand Name: _____
5" Storz Yes No Blue Marker Yes No
Street Valve Location: _____

Sent to Purveyor:

Date: 6/20/94

Sent to Hydrant Maintenance:

Date: 6/20/94

Sent to File: _____

Date: _____

Water Flow Test Summary Sheet

Hydrant Nos.	Outlet Diameter Inches	Pilot Pressure psi	Discharge gpm
1	3 3/4	7.5	1042
2			
3			

Location 8023 Shirley Ave.
 Static psi 68 residual psi 26

Total Discharge During Test
1042 gpm

Available gpm at 20 psi
1125

WATER FLOWCHART

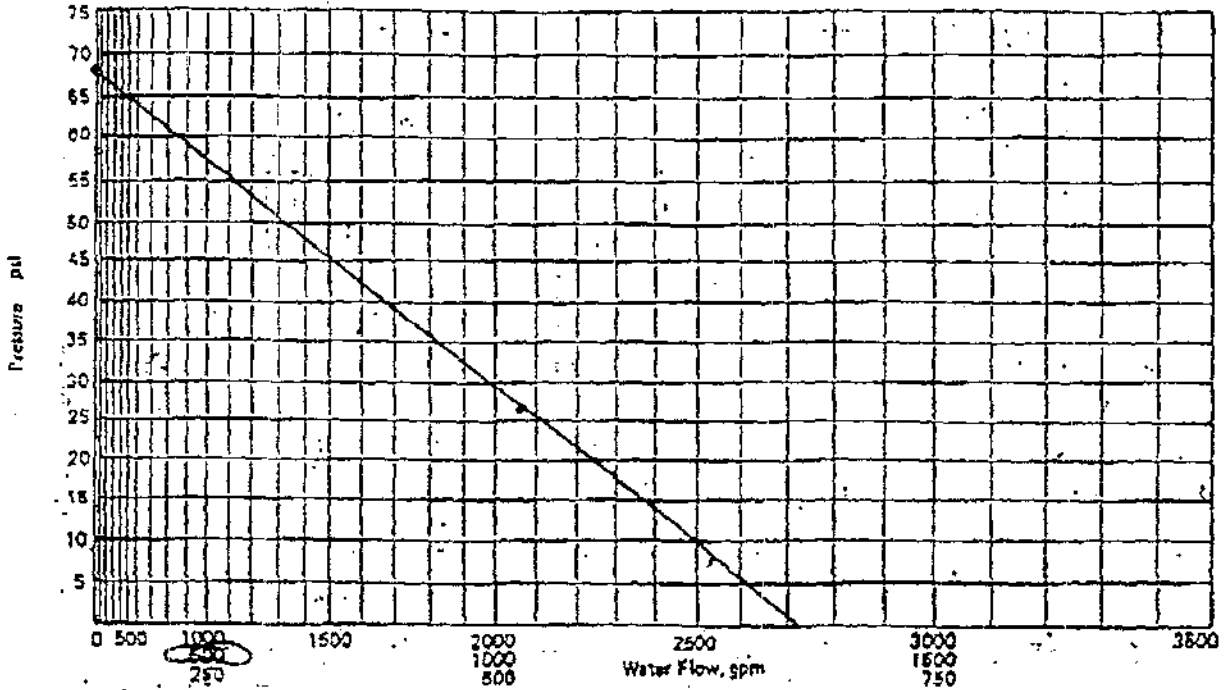


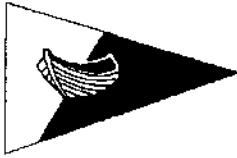
Diagram of system and hydrants tests

Testing Staff: C Shift Date of Test: 6/20/94

Comments: Pressure Relief Valve on Rose Lake St. did open during Test.

Post-It™ brand fax transmittal memo 7671 # of pages = 2

To <u>Steve Rowan</u>	From <u>Don Lee</u>
Co. <u>Gas Harbor City</u>	Co. <u>Fire Dept.</u>
Dept. <u>Buildings</u>	Phone # <u>851-3111</u>
Fax # <u>851 5563</u>	Fax #



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: BEN YAZICI, DIRECTOR OF PUBLIC WORKS *SB*
SUBJECT: KIMBALL DRIVE CAR WASH, SEWER CONNECTION FEES
DATE: JULY 22, 1994

INTRODUCTION

Mr. Phil Arenson is proposing to build a tunnel car wash facility on Kimball Drive. At the Council's regular meeting on July 11, 1994, he stated that the connection fee based upon 20 ERU (Equivalent Residential Unit) is too high and requested we modify the existing ordinance. The Council directed the staff to review his request and draft an ordinance amending the existing ordinance if Mr. Arenson's claim is valid. The attached is the ordinance that is amending the existing ordinance.

BACKGROUND/ISSUES

The City hired a consultant firm, Economic Engineering Services, Inc., to do rate and connection fee study approximately eight years ago. The study results apparently were reviewed and were adopted in an ordinance format. According to the existing ordinance, a typical tunnel car wash facility uses approximately 4,600 gallons per day. This translates to 20 connection units and to \$33,000 connection fee.

Mr. Arenson is claiming that the car wash technology has improved since the adoption of the existing ordinance. He claims that today's facilities do not use that much water as they recycle as much as 70% of the water. Therefore, the connection fee should be significantly less than what the existing ordinance states.

We called other cities to gather information on this issue. All the municipalities that we call have different type of connection fee structure; some charges based upon square footage of the building, some charges based upon number of plumbing fixture of the building, etc. We then asked Mr. Arenson to provide the attached information from his engineer and the manufacturer of the car wash facility. According to this information, we should only charge 7.5 ERU, \$12,375 for this facility.

I have no way of validating the information that is provided to me by Mr. Arenson as this type of technology is new and no city in the Pierce County has any experience in this type of advanced technology. Since we can not validate this claim at this point, this is what we are proposing to do.

We assess this car wash facility as 7.5 ERU, \$12,375, connection fee as suggested by Mr. Arenson. We monitor this facility's water usage for next two years. We then review this assessment and recalculate the connection fee. If the water usage shows that this facility uses more water than the initial connection fee amount, we then make necessary adjustments accordingly. Mr. Arenson is agreeable to this solution.

POLICY ISSUES

We believe that the existing connection fee ordinance allows us to implement a uniform, fair and consistent connection fee for our customers. If at the end of two years that we discover that Mr. Arenson is correct and perhaps the ordinance should be updated to reflect the technological advancements, I suggest that we completely revisit the entire ordinance at that time rather than revising it on a case by case basis.

FISCAL IMPACT

The amended ordinance would allow us to charge tunnel car wash facilities for the actual usage of the sewer system. Therefore, there is no negative financial impact to the City for adopting the new ordinance.

RECOMMENDATION

This is the first reading of this ordinance. I recommend a Council motion to adopt the attached ordinance at the second reading on August 8, 1994.



Automatic Car Washing WORLD LEADERS™

Belanger, Inc.®

July 18, 1994

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

Attn.: Ben Yazici, P.E.

Re: Anticipated sewer effluent of proposed Kimball Drive Car Wash

Dear Mr. Yazici.

I am following up on a request from Mr. Arenson, the applicant for the proposed tunnel car wash on Kimball Drive. He has requested that we attest to the amount of car wash effluent anticipated in his new facility.

Mr. Arenson has contracted with the Belanger Corporation to purchase and install a custom designed car wash system. Similar systems are now installed in the final assembly new car plants of Mercedes Benz, Volvo, Toyota, Honda, General Motors, Ford Motor and Chrysler assembly facilities.

Mr. Arenson has continually made us aware of his need to conserve and recycle fresh water and to limit the used water which will be allowed to enter the Gig Harbor sewer system. Belanger Corporation has over the last few years developed an extremely efficient waste water use model, primarily through newly developed water and detergent delivery systems.

Typically, the type of system that Mr. Arenson has specified will allow reuse of up to 75% of the fresh water intake. The system in question stores up to six thousand gallons of water for reuse after treatment. In addition, it would be typical to expect at least three(3) gallons on the average car washed to be carried off in the undercarriage and evaporated in the final drying process. Hence, per car water used entering the sewer system will be in all likelihood approximate 16/17 gallons per car washed.

Please feel free to call me at any time if you have any further questions.

Sincerely,

Richard L. Castellow
Western Division Market Representative
Belanger Corporation
206-979-8221



June 7, 1994

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

Attention: Ben Yazici, P.E.

Subject: Calculation of ERUs for Proposed Tunnel Car Wash on Kimball Drive

Dear Ben:

Phil Arenson, applicant for the proposed tunnel car wash on Kimball Drive, asked us to evaluate the equivalent residential units (ERUs) for that project. Gig Harbor's 1988 ordinance No. 661 indicates sewer hookup fees for a tunnel car wash should be based on 20 ERUs or sewerage of 4,620 gallons per day (gpd). This 1988 ordinance is apparently based on information from a previous Comprehensive Plan.

This evaluation is based on our review of plans and pumping plant specifications and discussions with the applicant. The design of the car wash calls for modern water-saving and recycling devices. Therefore, the actual water use and sewer water will be much lower than that of a standard car wash of even five years ago. The Kimball Drive car wash will use a sophisticated system which recycles 52 to 76 percent of its water, so the water entering the sewer is less than half that of older car wash systems.

The applicant forecasts the facility may clean 100 cars per day. In the car wash, water entering the sewer will be applied at a maximum rate of 30 gallons per minute (gpm).

The amount of water sewerage per day can be calculated from the relationship:

(application rate)	x (application period per car)*	x (number of cars per day)	= gallons/day to sewer
(gallons/minute)	x (minutes)	x (cars/day)	= gallons/day
(28 gpm)	x (0.6 minutes)	x (100)	= 1,680 gpd

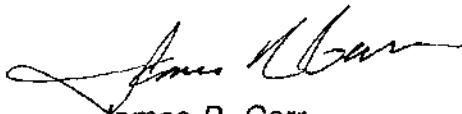
*The 'application period' is based on the power chain (velocity) of 30 feet per minute. In the section of the tunnel where water is sewerage, water will only be applied while the chain travels 17 feet (average car length plus two feet). The period of application is, therefore, 17 feet/30 feet/minute = 0.6 minutes.

Based on Gig Harbor's sewer standard of 231 gpd/ERU and the special water-saving systems being offered by the proposed car wash, the appropriate hookup fees should be based on 7 to 7.5 ERUs (1,680/231).

To verify this lower usage and hookup charge, we suggested to the applicant that he install a second water meter on the car wash portion of the facility. We understand he would be willing to accommodate that request and monitor the water (sewer) use.

If you need more information or have questions about this evaluation, please call anytime.

Sincerely,



James R. Carr
Vice President

JRC/pmm

MEMORANDUM

DATE: July 22, 1994
TO: Mayor and City Councilmembers, City of Gig Harbor
FROM: Carol Morris, Assistant City Attorney
RE: Connection Charges to Water or Sewer System

At the July 11, 1994 public meeting, you asked me to research the question whether the City can change the connection charge for water and sewer hook-ups for a customer who recycles 60-70% of his water. A new owner of a tunnel car wash spoke at that meeting, and asked the Council to change his hook-up charge based upon information about certain technology adopted by the car wash owner which would support a recalculation of this charge.

ANALYSIS

The Council's authority to charge a water or sewer connection fee derives from the following statute:

35.92.025 Authority to make charges for connecting to water or sewerage system -- Interest charges. Cities and towns are authorized to charge property owners seeking to connect to the water or sewerage system of the city or town as a condition to granting the right to so connect, in addition to the cost of such connection, such reasonable connection charge as the legislative body of the city or town shall determine proper in order that such property owners shall bear their equitable share of the cost of such system. The equitable share may include interest charges applied from the date of construction of the water or sewer system until the connection, or for a period not to exceed ten years, at a rate commensurate with the rate of interest applicable to the city or town at the time of construction or major rehabilitation of the water or sewer system, or at the time of installation of the water or sewer lines to which the property owner is seeking to connect but not to exceed ten percent per year: **PROVIDED**, That the aggregate amount of interest shall not exceed the equitable share of the cost of the system allocated to such property owners. Connection charges collected shall be considered revenue of such system. (Emphasis added.)

At least one court has interpreted the above to only allow connection charges based upon the

"equitable sharing of the cost of the system," and not on the benefit received. Boe v. Seattle, 66 Wn.2d 152, 156, 401 P.2d 648 (1965). In Boe, the City did not attempt to determine the cost of sewer system construction when calculating the connection charges, but merely established the fee based on 1965 construction costs. Boe, supra, 66 Wn.2d at 155-56. These construction costs had increased 161% since the time the sewer was built in 1937. Id.

The City argued that the manner in which the connection charge was imposed was reasonable, and also supported by the benefit Boe would receive, given the size of the property and the service required for Boe's needs. However, the court determined that the City did not properly calculate the charges under RCW 35.92.025:

The [City] also urges that the plaintiff's property having in excess of 100,000 square feet and intending to serve 40 trailer units, the fee is not unreasonable. (sic) This, however, overlooks the fundamental basis on which the fee is to be calculated, which is not that of the benefit received but merely an equitable sharing of the cost of the system. . . . The City of Seattle may enact a new ordinance fixing a reasonable fee based upon the cost of the Seattle sewer system, not what it would cost today to reconstruct such system.

Boe, at 156.

In a later case, the court upheld connection fees which were established after "consideration of a comprehensive analysis of the historical costs of the system." Prisk v. Poulsbo, 46 Wn. App. 793, 804, 732 P.2d 1013 (1987). Although the benefit issue was not discussed, the court considered an analysis which "identified historical costs paid by customers to construct the systems and calculated reasonable connection fees based upon those costs and the number of connections." Prisk, supra, 46 Wn. App. at 805. The charges were upheld. Id.

The statute authorizing water and sewer districts to impose connection charges is different from the statute for cities (RCW 35.92.025), as shown in the following pertinent part:

(a) For purposes of calculating a connection charge, the board of commissioners shall determine the prorata share of the cost of existing facilities and facilities planned for construction within the next ten years and contained in an adopted comprehensive plan and other costs borne by the district which are directly attributable to the improvements required by property owners seeking to connect to the system. The cost of existing facilities shall not include those portions of the system which have been donated or which have been paid for by grants.

RCW 56.08.010(3), see also, RCW 56.08.010. This broader language has been interpreted by the courts to allow connection charge calculations by water and sewer districts to be based

upon either a benefit or historical cost analysis. Hillis Homes v. PUD, 105 Wn.2d 288, 300, 714 P.2d 1163 (1986). As stated by the Hillis court:

In findings of fact supported by the record, the trial court found that the connection charges pay for only those improvements to the water system necessitated by the new customers, and hence will benefit them alone, and the remaining improvements are paid for by rate increases imposed on all customers.

The District further classified the new customers into subgroups, according to the expected demand they would place on the water system. Thus, the charges for new single-family, multi-family and commercial industrial customers are computed separately. Although the charges were not individualized according to the benefits accruing to each specific customer, this was not required. '[O]nly a practical basis for the rates is required, not mathematical precision.' (Emphasis added.)

Hillis, supra, at 301. The courts have also found district connection charges non-discriminatory when calculated to pay only for improvements necessitated by new customers. Lincoln Shiloh Assocs. v. Water Dist., 45 Wn. App. 123, 129, 724 P.2d 1083 (1986).

RATES FOR SERVICE

While the above analysis applies to the manner in which the connection fees must be calculated, the City may consider many other factors in determining the rates for water or sewer service, as long as the rates charged are uniform for the same class of customers or service. RCW 35.92.010, RCW 35.67.020. Here is the list of these factors set forth in the statute on water rates:

In classifying customers served or service furnished, the city or town governing body may in its discretion consider any or all of the following factors: The difference in cost of service to the various customers; location of the various customers within and without the city or town; the difference in cost of maintenance, operation, repair, and replacement of the various parts of the system; the different character of the service furnished various customers; the quantity and quality of the water furnished; the time of its use; the achievement of water conservation goals and the discouragement of wasteful water use practices; capital contributions made to the system including, but not limited to, assessments; and any other matters which present a reasonable difference as a ground for distinction. No rate shall be charged that is less than the cost of the water and service to

the class of customers served.

RCW 35.92.010. Similar language appears in the statute on the subject of sewer rates. RCW 35.67.020.

Therefore, although the connection fee statute only allows the City to consider the customer's equitable share of the historical costs of the system, the City may consider benefits to the customer at the time the rate for the service is determined.

CONCLUSION

The statute authorizing a city to impose connection charges requires that the charge be based upon the customer's "equitable share of the cost of the system." Case law interpreting this statute expressly prohibits calculation of the connection fee to recognize the benefit provided by the service to the property owner. However, because the method currently used by the City to calculate the connection fee (equivalent residential units or "ERU") is already based upon use and applied proportionately, the Council may amend a classification to accommodate reduced use.

In the alternative, the monthly rate charged by the City for the service can be calculated to take into account a number of other factors, including "the achievement of water conservation goals and the discouragement of wasteful water use practices". The rates could be reviewed to determine whether or not these practices are contemplated by the current rate schedule, and the appropriate changes made.

0008.200.006
CAM/lfs
7-21-94

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER RATES AND CHARGES, AMENDING THE HOOK-UP CHARGE FOR TUNNEL CAR WASH USE, TO REDUCE THE ERU ASSIGNMENT FROM 20 TO 7.5 ERU'S; AMENDING SECTION 13.32.060 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, RCW 35.92.025 allows the City to impose connection fees or hook-up charges in an amount calculated to cover a property owner's "equitable share" of the cost of the water and sewer system; and

WHEREAS, the total hook-up charge is calculated by assigning equivalent residential units (ERU) to certain classes of service, which is then applied on a proportionate basis; and

WHEREAS, in 1989, when the City calculated the hook-up charges set forth in Gig Harbor Municipal Code Section 13.32.060 for the use described as a "tunnel car wash," the City considered the water used by a standard tunnel car wash in use at that time, or 4,620 gallons of water per day; and

WHEREAS, since 1989, water-saving and recycling devices have been installed in tunnel car washes to reduce the amount of water used, and a standard tunnel car wash may now only use 1,680 gallons of water per day; and

WHEREAS, the ERU assignment to a tunnel car wash using 4,620 gallons of water per day is set in GHMC Section 13.32.060 as 20 ERU, but would be reduced to 7.5 ERU if calculated as using 1,680 gallons of water per day; and

WHEREAS, because this change involves projected flow calculations submitted by a property owner and approved by the City Engineer, actual flow will be monitored for a period of two years. The ERU will then be adjusted accordingly, and if the flows are underestimated, the property owner will be responsible for payment of a hook-up charge based upon the actual flow; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. Section 13.32.060(C) of the Gig Harbor Municipal Code is hereby amended to read:

13.32.060 Hook-up charges.

* * *

C. There shall be an automatic hook-up charge adjustment each year based on the Engineering News Index construction costs factor.

Class of Service	ERU Assignment
Residential	
1. Single-family dwelling	1 ERU
2. Multifamily dwelling	1 ERU per dwelling
3. Trailer courts,	
a) permanent mobile home parks	1 ERU per rental space provided sewer service
b) transient RV parks	0.33 ERU per RV site provided sewer service
4. Bed and breakfast	1 ERU, plus 1 ERU per 5 rental rooms
5. Home business (residential primary use)	1 ERU
Non-residential	

6.	High schools, junior high schools and community colleges 24 students	1 ERU per
7.	Elementary schools, preschools, day care 54 students	1 ERU per
8.	Churches	1 ERU per 150 seats
	- if parsonage	1 ERU additional
	- if weekday child care or church school	1 ERU per 54 students additional
9.	Hospitals - General	1 ERU per bed
10.	Convalescent/rest homes	1 ERU per 2 beds
11.	Hotels, motels	1 ERU per 2 rooms
	- if quality restaurant	1 ERU per 8 seats, additional
12.	Quality restaurants	1 ERU per 8 seats
13.	Fast food	1 ERU per 9 seats
14.	Tavern	1 ERU per 15 seats
15.	Service stations (without car wash)	2 ERUs
16.	Car wash	
	- Wand	1.5 ERUs per stall
	- Rollover	7.0 ERUs
	- Tunnel	7.5 * 20 ERUs
17.	Laundromats	1 ERU per machine
18.	Commercial	1 ERU per 1600 sq. ft. or less of interior floor space

(Commercial shall include all classes not otherwise included on this table)

For commercial establishments in excess of 1,600 square feet of interior floor space, the city may use actual or projected flow calculations approved by the city engineer; provided, however, the minimum connection fee shall not be less than one equivalent residential unit. If projected flow calculations are used, the connection fee shall be adjusted after the first year of operation of the establishment to reflect actual flow usage in the event the flows were underestimated.

The hook-up fees marked with a * above have been calculated based upon projected flow and will be monitored for a period of two years to determine whether the projected flow has been underestimated. If the flow has been underestimated, the property owner shall be billed and required to remit the additional amount of the hook-up fee which corresponds to actual use.

- | | |
|--|--|
| 19. Light industrial waste with | Based on projected |
| a) 30 lbs to 200 lbs of S.S.
per day, or | average monthly |
| b) 30 lbs to 200 lbs of BOD
per day, and | flows during peak |
| c) less than 10,000 gallons
per day | season - 700 cu. ft. |
| | If projected flows
are unknown then
basis is same as
Class 16 |
| | |
| 20. Heavy industrial waste
with more than | Same as Class 17 |
| a) 200 lbs of BOD per day, or | |
| b) 200 lbs of S.S. per day, or | |
| c) 10,000 gallons or more per day | |

Where seating is on benches or pews the number of seats shall be computed on the basis of one seat for each 18 inches of bench or pew length.

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

Section 3. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: July 22, 1994
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ____ day of _____, 1994, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER RATES AND CHARGES, AMENDING THE HOOK-UP CHARGE FOR TUNNEL CAR WASH USE, TO REDUCE THE ERU ASSIGNMENT FROM 20 TO 7.5 ERU'S; AMENDING SECTION 13.32.060 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this ____ day of _____, 1994.

CITY ADMINISTRATOR, MARK HOPPEN



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 1025 E. Union, P.O. Box 43075
 Olympia, WA 98504-3075
 (206) 664-0012

RECEIVED

DATE: 7/13/94

TO: MAYOR OF GIG HARBOR

JUL 19 1994

RE: TRANSFER APPLICATION
 from KNAPP, GALE ALLEN
 KNAPP, TONI MARIE
 dba GABE'S RISTORANTE ITALIANO

CITY OF GIG HARBOR

APPLICANTS:

KNAPP, GALE ALLEN
 03-18-45 540-42-2227

License: 078190 - 2H County: 27

Tradename: GABE'S RISTORANTE ITALIANO
 Loc Addr: 2905 HARBORVIEW DR
 GIG HARBOR WA 98335

Mail Addr: 2905 HARBORVIEW DR
 GIG HARBOR WA 98335-1910

Phone No.: 206-858-8878

Classes Applied For:
 C Wine on premises
 D Beer by open bottle only - on premises

Notice is given that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS (10 days notice given for Class I) from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required please advise.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken ? | <input type="checkbox"/> | <input type="checkbox"/> |

OPTIONAL CHECK LIST:	EXPLANATION	YES	NO
LAW ENFORCEMENT		<input type="checkbox"/>	<input type="checkbox"/>
HEALTH & SANITATION		<input type="checkbox"/>	<input type="checkbox"/>
FIRE, BUILDING, ZONING		<input type="checkbox"/>	<input type="checkbox"/>
OTHER		<input type="checkbox"/>	<input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

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

