

GIG HARBOR CITY COUNCIL MEETING

DECEMBER 14, 1992

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



REGULAR GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 23, 1992

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

PUBLIC COMMENT:

1. Wade Perrow announced the upcoming meetings for the Regional Transportation Plan to be held at the City County Building on December 9th and 10th, and asked for the Mayor's and Council's attendance at this meeting to show support for Item P-9B - Development of the East / West Road, that has been deleted from the Transportation Plan.
2. Jack Bujacich spoke of his concerns over the Height Overlay District Ordinance, which will have it's second reading at the December 14th council meeting. He felt that property owner's would be overly restricted by this ordinance, and views would more likely be lost to the taller homes than what is allowed with the current height restrictions.
3. Dick Allen shared sentiments that reflected Mr. Bujacich's comments.

CALL TO ORDER: 7:25 p.m.

PUBLIC HEARINGS: None scheduled.

APPROVAL OF MINUTES:

MOTION: To approve the minutes of the meeting of November 9, 1992, with suggested corrections.
Frisbie/Stevens-Taylor - unanimously approved.

CORRESPONDENCE:

1. Air Transportation - Port of Seattle. Mayor Wilbert spoke briefly on this issue and offered to appoint a representative to attend future meetings if there is an interested party.

OLD BUSINESS:

1. Amendments to water, sewer, and storm drainage utility rate ordinances - 2nd reading.
Tom Enlow gave a brief overview of the three ordinances. The matter of raising the commodity rate for commercial and schools to the same rate as others pay was discussed.

MOTION: To adopt Ordinance 636 - Water Rate Increase with the following changes: To charge commercial and schools the same commodity charge as multi-residential.
Frisbie/English - unanimously approved.

MOTION: Move to approve Ordinance 637 - Sewer Rate Increase as written.
Frisbie/English - unanimously approved.

MOTION: Move to approve Ordinance 638 - Storm Sewer Rate Increase as written.
English/Platt - unanimously approved.

2. Ordinance for Property Taxes - 2nd reading.

MOTION: Move to approve Ordinance 639 - Levying Property Taxes as written.
Frisbie/English - unanimously approved.

NEW BUSINESS:

1. Request to Rescind Requirements - Lovrovich.
Ray Gilmore, Planning Director, gave a brief history of the Lovrovich Short Plat. Gary Lovrovich expressed his concerns over the 30 to 60 days it is estimated to take to process a variance administratively. Discussion ensued between Councilmembers, Planning and Legal Council and several options were made available to the applicant.

No action taken on this item.

2. Special occasion liquor license - Peninsula Light, Rotary, GHK, Active Construction. No action required.

3. East/West Road.
Council and staff discussed what options the city has to pursue this issue with the County Planning Commission. Councilmember Stevens-Taylor expressed concern that the citizens of Gig Harbor should be made aware of the impacts on city streets if the East/West road is not constructed.

MOTION: That the Mayor carry to the County Council, on December 9th & 10th, the concerns of the City of Gig Harbor regarding the need for more direct access for county traffic to SR-16, rather than passing through the City of Gig Harbor. Specifically, we urge resolution of issues to permit completion of plans for the entire East/West Road, from Drummond to Swede Hill.
English/Frisbie - unanimously passed.

DEPARTMENT MANAGERS' REPORTS:

1. Planning.
Ray Gilmore asked for clarification on whether there would be a council meeting the 28th of December. He advised that since there would be no second council meeting in December, the presentation from the visioning meeting would be deferred to a meeting on the first Wednesday in January. The survey will be sent on the 30th of November and visioning meetings will be held on the 8th and 22nd of

December at G.H. Methodist Church.

2. Public Works.

Ben Yazici gave a brief report on Olympic Interchange funding. The design should be completed by the end of 1993 and construction is scheduled to begin early in 1994.

Soundview is in it's final completion stages and should be finished by the end of the week.

COUNCIL COMMITTEE REPORTS: None scheduled.

MAYOR'S REPORT:

1. Mayor Wilbert announced she had received the demographic report on Gig Harbor from News Tribune and it would be available for review.
2. Mayor Wilbert presented information regarding Emergency Preparedness on the Peninsula program.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Budget Workshop following this meeting.
2. Visioning Meeting - December 8th at G.H. Methodist Church from 4:00 p.m. to 8:00 p.m. The follow-up meeting of the Planning Commission will be December 22nd at 7:00 p.m.

APPROVAL OF BILLS:

MOTION: To approve warrants #9715 through #9778, less #9721, which was used as a feeder, in the amount of \$175,191.95.
Platt/Stevens-Taylor - unanimously approved.

EXECUTIVE SESSION:

MOTION: To go into executive session at 8:30 to discuss personnel issues.
English/Platt - unanimously approved.

MOTION: To return to regular session.
English/Stevens-Taylor - unanimously approved.

ADJOURN:

MOTION: To adjourn at 9:10 p.m.
Stevens-Taylor/Platt - unanimously approved.

Cassette recorder utilized.
Tape 296 Side B 000 - end.
Tape 297 Side A 000 - end.

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: ~~Ray Gilmore~~ Ray Gilmore

DATE: December 9, 1992

SUBJ.: Tabled Matter -- Hearing Examiner Recommendation, SDP 91-02, Gig Harbor Marina (Walt Williamson).

=====

As you may recall, this matter was tabled from the June 22, 1992 regular meeting until such time that Mr. Williamson could successfully demonstrate that a proposed office building at the Gig Harbor Marina complied with the applicable sections of the zoning code respective to:

1. Parking
2. Impervious Coverage

Mr. Williamson has submitted several documents which support his contention that the proposal complies with the parking standards of the zoning code and the impervious coverage requirements. Specifically, reference is made to Section 17.72.030 Q.4. which states that, "If commercial or residential development is combined with a watercraft usage, the usage which generates the larger number of parking spaces shall satisfy the requirements of the other usage." The staff analysis of May 28, 1991, addressed this parking requirement of the code.

The code does not specify whether the use must be directly associated with the moorage facility or whether it could be ancillary (or subordinate) to it, but merely indicates a combination with moorage, which seems apparent with this facility. This being the case, Mr. Williamson need only provide 57 spaces to satisfy this requirement. However, he is proposing 70 off-street parking spaces, all on his ownership. This would appear to satisfy the parking requirements, overall.

The second issue relevant to impervious coverage is addressed by pure application of the definition of site

area, which includes all of the areas within a boundary of a lot, regardless of whether it does or does not include tidelands. Mr. Williamson has provided information that shows he owns the tidelands adjacent to the uplands portion of his ownership. Because the tidelands may be included as part of the calculation of the total lot area, the impervious coverage is determined to be 50%. The maximum impervious coverage allowable in a WC district, without having to provide public view/access amenities, is 70% for commercial/non-residential uses. Consequently, Gig Harbor Marina complies with the impervious coverage requirements of the zoning code.

Mr. Williamson has submitted a revised plan for the office building, which now includes a residential unit on the east wing. This is a substantially smaller structure (in terms of gross floor area) than what was recommended for approval by the hearing examiner. Because it is smaller in area and occupies essentially the same footprint of what was originally proposed, additional review before the hearing examiner is not required.

Council may consider appropriate action on the shoreline permit and site plan at tonight's meeting. Additional documents pertinent to your review are attached.

CITY OF GIG HARBOR
SHORELINE MANAGEMENT ACT OF 1971
PERMIT FOR SHORELINE MANAGEMENT SUBSTANTIAL DEVELOPMENT,
CONDITIONAL USE, OR VARIANCE

- Substantial Development Permit
 Conditional Use
 Variance

Application No. SDP 91-02

Administering Agency City of Gig Harbor

Date Received April 9, 1991

Approved _____ Denied _____

Date of Issuance _____

Date of Expiration _____

Pursuant to RCW 90.58, a permit is hereby granted/denied to

Walter Williamson (Gig Harbor Marina)

(name of applicant)

P.O. Box 387, Gig Harbor, WA 98335

(address)

to undertake the following development Construct 12,672 foot
structure for office space and upland boat storage in same location
as existing storage shed. Existing shed to be demolished.

upon the following property NW 1/4 of Section 8, Township 21N
(Section, Township, Range)
Range 2, E

Within Gig Harbor Bay and/or its associated
wetlands. The project will not be within shorelines
(be/not be)

of statewide significance (RCW 90.58.030). The project will
be located within an Urban designation.
(environment)

Development pursuant to this permit shall be undertaken pursuant to the following terms and conditions _____

This permit is granted pursuant to the Shoreline Management Act of 1971 and nothing in this permit shall excuse the applicant from compliance with any other federal, state or local statutes, ordinances or regulations applicable to this project, but not inconsistent with the Shoreline Management Act (Chapter 90.58 RCW).

This permit may be rescinded pursuant to RCW 90.68.140(7) in the event the permittee fails to comply with the terms or conditions hereof.

CONSTRUCTION PURSUANT TO THIS PERMIT WILL NOT BEGIN OR OS NOT AUTHORIZED UNTIL THIRTY DAYS FROM THE DATE OF FILING AS DEFINED IN RCW 90.58.140(6) AND WAC 173-14-090, OR UNTIL ALL REVIEW PROCEEDINGS INITIATED WITHIN THIRTY DAYS FROM THE DATE OF SUCH FILING HAVE TERMINATED; EXCEPT AS PROVIDED IN RCS 90.58.140(5)(a)(b)(c).

(Date) Mayor, City of Gig Harbor

THIS SECTION FOR DEPARTMENT USE ONLY IN REGARD TO A CONDITIONAL USE OR VARIANCE PERMIT.

Date received by the department _____

Approved _____ Denied _____

This conditional use/variance permit is approved/denied by the department pursuant to chapter 90.58 RCW.

Development shall be undertaken pursuant to the following additional terms and conditions:

(Date) (Signature of Authorized Department Official)

CITY OF GIG HARBOR
RESOLUTION NO. 761

WHEREAS, Walter Williamson, has requested a Shoreline Management Substantial Development permit and variance approval for the demolition and reconstruction of 12,672 square feet of boat storage and office space located at 3117 Harborview Drive; and,

WHEREAS, the Gig Harbor city Council has adopted Ordinance #489 which establishes guidelines for the reviewing of Shoreline Management Substantial Development permits and variances and other land use issues; and,

WHEREAS, the Planning Department for the City of Gig Harbor has recommended conditional approval of the project, in a staff report dated May 28, 1991; and,

WHEREAS, the City of Gig Harbor Hearing Examiner conducted a public hearing on the application on June 19, 1991 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 in his reports dated July 5 and August 29, 1991; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington, as follows:

That the findings, conclusions and recommendations of the Hearing Examiner in his reports dated July 5 and August 29, 1991 are hereby adopted and the application for shoreline Management Substantial Development permit and variance is granted subject to the following findings and conclusions:

- 1) A storm water drainage plan shall be submitted to the Public Works Department for review and approval. The storm drainage plan shall also include details providing for temporary erosion control during site preparation and construction. Storm drainage improvements, as required by the Public Works Department, shall be installed prior to occupancy of the building.
- 2) The proposal shall conform to the Gig Harbor Fire Code as recommended in the City Fire Marshal's report in Exhibit 'A'.
- 3) The designated off-street parking spaces shall be striped and clearly visible.
- 4) The proposed structure shall not exceed the sixteen foot height limit as established under the district standards.
- 5) Construction on the project shall begin within twenty-four (24) months from the date of the final council action in compliance with Section 17.96.070. Failure to start construction within the allotted time period shall render approvals null and void.
- 6) The applicant shall be prepared to furnish a bond or an assignment of funds to assure completion of improvements that are required by the City but remain incomplete after occupancy of the expanded facility is allowed. The amount of the bond or assigned funds is to equal 110% of a reputable contractor's bid for completion of the requirements. The bond or assignment of funds shall be valid for a period of two years from the date of construction. This requirement does not supercede the requirements for the posting of a construction and maintenance bond to comply with the Gig Harbor Municipal Code.
- 7) A side yard variance of five feet is granted and the shoreline substantial development permit is approved subject to the conditions cited in my July 5, 1991 decision.

Resolution No.
Page 3

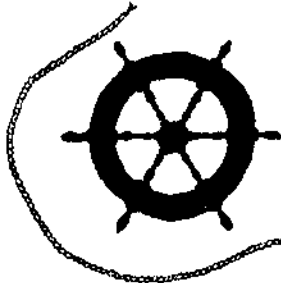
PASSED this 22nd day of June, 1992.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark E. Hoppen
City Administrator

Filed with City Clerk: 10/10/91
Passed by City Council: 06/22/92



GIG HARBOR MARINA

Gig Harbor Boat Yard, Inc.

Phone — 858-3535

P.O. Box 387 Gig Harbor, Washington 98335

RECEIVED

NOV 10 1992

CITY OF GIG HARBOR

November 10, 1992

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

RE: SDP 91-02

On June 22, 1992 I appeared before the Council requesting a permit to replace our north shed with a new building that would accommodate trailered boats on the ground level and approximately 6400 square feet of office/commercial floor space on the 2nd floor. This request was deferred for six months to permit me time to resolve two issues:

1. Over 60% impervious coverage
2. Insufficient parking

Since that meeting I have discovered that because of our tidelands we have less than fifty percent impervious coverage which more than satisfies the acceptable sixty percent that is allowed.

In order to meet the parking requirements, I have reduced the size of the second floor and changed occupancy so that only nine additional parking spots are necessary, seven for the 2100 square foot street side commercial building and two for the single family apartment on the water side. We now need fifty-seven for marina use, two for the Fox Trap Clothing Store, two for the Yacht Sales and nine for the new building totaling seventy parking places in all. The attached site plan shows their location. The site plan also shows the footprint of the proposed building with the set back that was accepted by the Hearing Examiner File No. SDP 91-02/VAR 91-12 dated August 29, 1991.

The building will be engineered by a professional engineer and designed by a professional architect and will meet all code requirements.

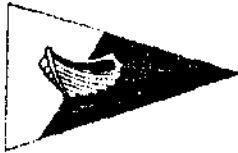
Sincerely yours,

A handwritten signature in cursive script that reads "Walter W. Williamson".

Walter W. Williamson
President

WWW:klm

Documents Attached



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

June 23, 1992

Mr. Walt Williamson
 Gig Harbor Marina
 P.O. Box 387
 Gig Harbor, WA 98336-0387

Re: Council Action, SDP 91-02 (Gig Harbor Marina)

Dear Mr. Williamson:

At its regular meeting of June 22, 1992, City Council considered your letter of May 29 and staff's memo of June 2, 1992 regarding your shoreline permit application. After much discussion on the subject, Council deferred action on your shoreline permit application up to a maximum of six months to permit you the opportunity to resolve the parking and impervious cover issues.

One option to consider is applying for a variance from the impervious coverage and parking requirements and presenting your case to the city Hearing Examiner. The Hearing Examiner's decision would be a recommendation to the City Council. Another option is to provide for some type of public view point at the facility where it would not endanger the public's health or safety in order to satisfy the requirements in Section 17.50.040.

Please contact me regarding the variance procedure and a tentative schedule for the public meeting. If you have any questions, please call me.

Sincerely,

Ray P. Gilmore
 Planning Director

cc: Mayor Wilbert
 Mark Hoppen, City Administrator

GIG HARBOR MARINA
GIG HARBOR, WASHINGTON

SHORELINE PERMIT APPLICATION SDP 91-02

NOVEMBER 9, 1992

1 PAGE
JOHN K. BASTIAN P.E.
Structural Engineer
P.O. Box 284
SUMNER, WASHINGTON 98390

1/4

(206) 862-0197

RESPONSE TO CITY OF GIG HARBOR COMMENTS:

1. INADEQUATE PARKING - THE REQUIRED PARKING SPACES FOR THE PROPOSED BUILDING HAVE BEEN REDUCED.

REQUIRED PARKING SPACES: (SEE SHEET #3)

MARINA - PER ORDINANCE, BERTHS < 45' = 1 SPACE; > 45' = 2 SP. =	57
FOX TRAP =	2
YACHT SALES =	2
GENERAL OFFICE 2100' / 300' (PROPOSED)	7
LIVING UNIT (PROPOSED) =	2

TOTAL REQUIRED PARKING = 70

2. WATER ACCESS AND VIEW OPPORTUNITY - NOT REQUIRED BECAUSE IMPERVIOUS AREA OF SITE IS LESS THAN FIFTY PERCENT OF LOT SIZE.

TOTAL LOT AREA PER PIERCE COUNTY ASSESSOR: (SEE SHEET #2)

TIDELANDS = 63,867 ^{sq} FT	} TOTAL LOT AREA = 120,929 ^{sq} FT
UPLANDS = 57,062 ^{sq} FT	

PERVIOUS AREA ON UPLANDS: (SEE SHEET #3)

IN FRONT OF BULKHEAD (135x20)+(26x36) =	3636 ^{sq} FT
AT END OF HAUL OUT CANOPY 35x50 =	1750 ^{sq} FT
SET BACK ALONG PROPOSED BLDG 5'x145' =	725 ^{sq} FT
PLANTERS =	1350 ^{sq} FT

TOTAL PERVIOUS AREA - UPLANDS = 7461^{sq} FT

IMPERVIOUS AREA ON TIDELANDS - 54'x94' = 5076^{sq} FT

NET PERVIOUS AREA: TIDELANDS = 63867^{sq} FT

TIDELANDS DEDUCT = -5076

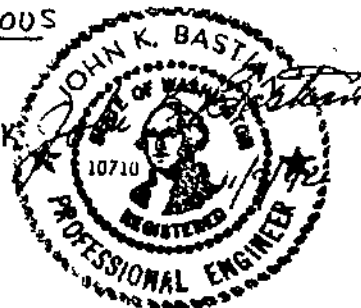
UPLANDS ADD ON = +7461

NET PERVIOUS AREA = 66,252^{sq} FT

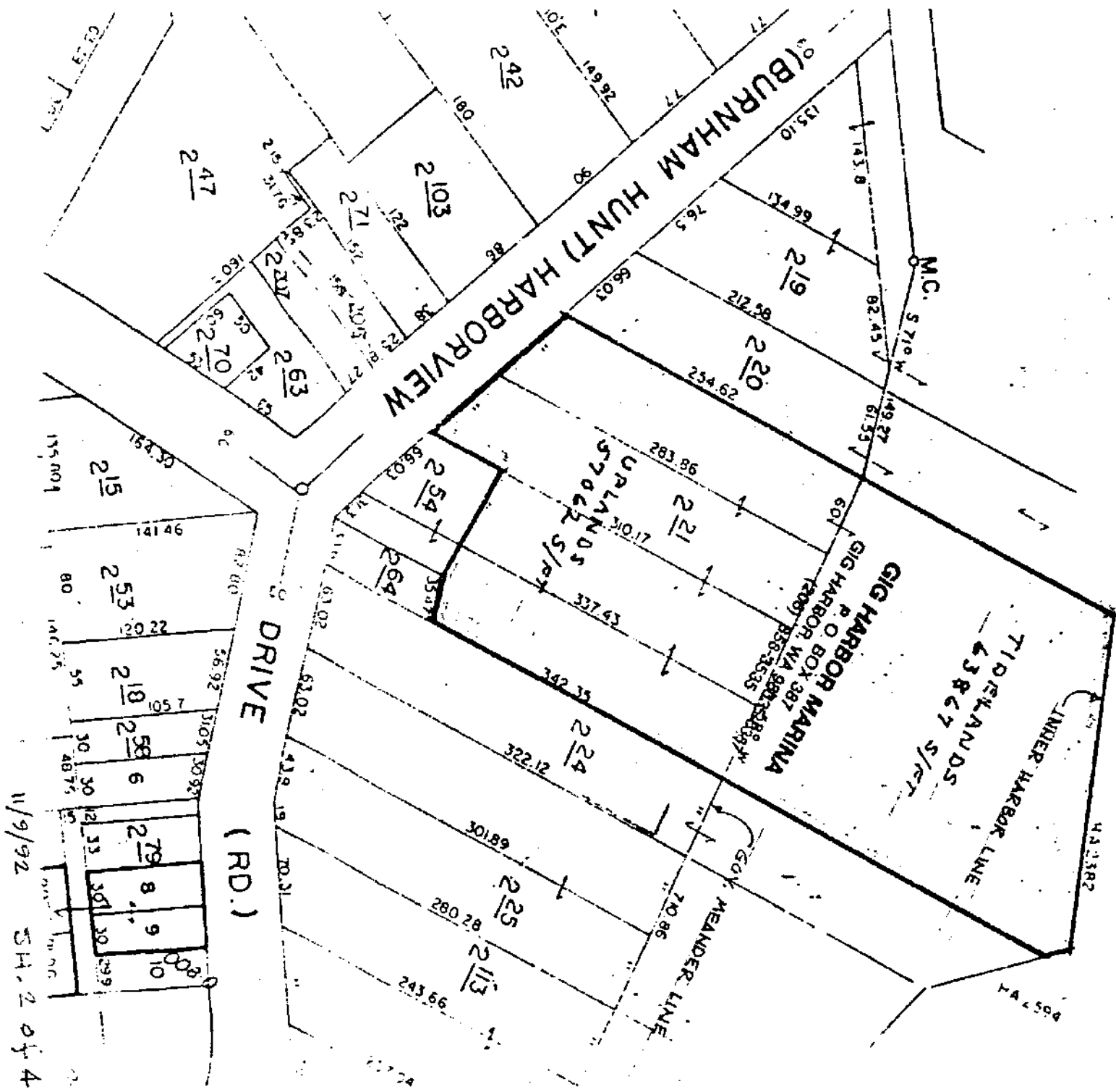
NET IMPERVIOUS AREA = 120,929 ^{sq} FT	LOT
- 66,252 ^{sq} FT	PERVIOUS

NET IMPERVIOUS AREA = 54,677^{sq} FT

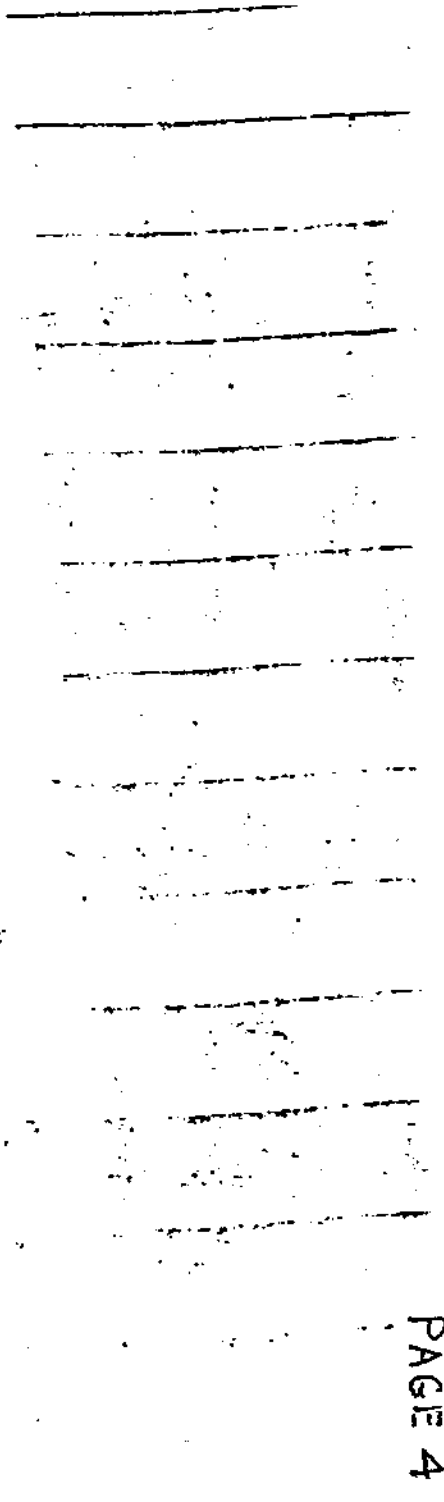
PERCENT IMPERVIOUS = $\frac{54677}{120929} = 45\% < 60\% \therefore O.K.$



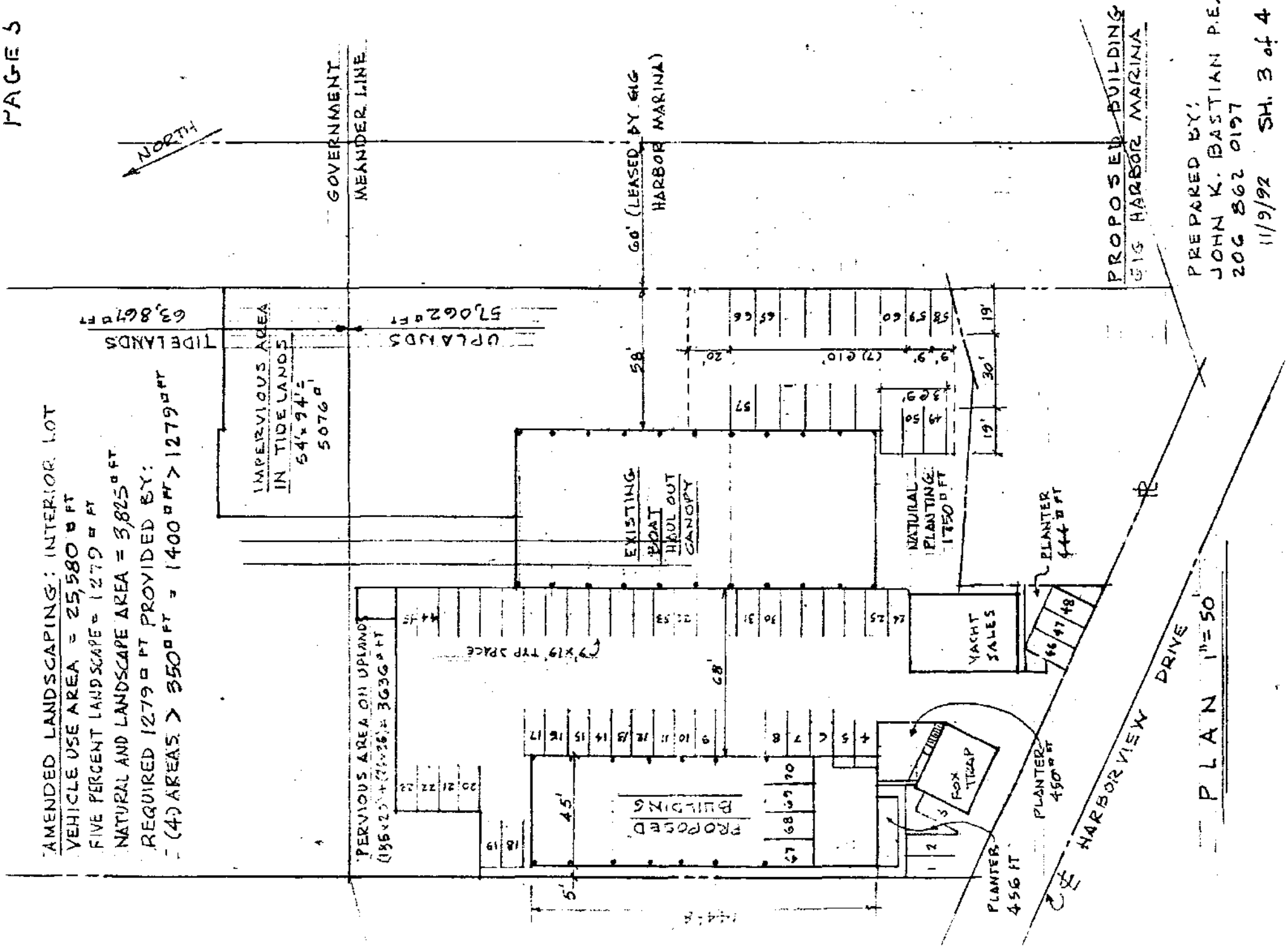
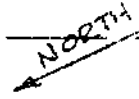
EXPIRES 1/7/94



11/9/92 SH. 2 of 4



AMENDED LANDSCAPING: INTERIOR LOT
 VEHICLE USE AREA = 25,580 sq ft
 FIVE PERCENT LANDSCAPE = 1279 sq ft
 NATURAL AND LANDSCAPE AREA = 3,825 sq ft
 REQUIRED 1279 sq ft PROVIDED BY:
 - (4) AREAS > 350 sq ft = 1400 sq ft > 1279 sq ft

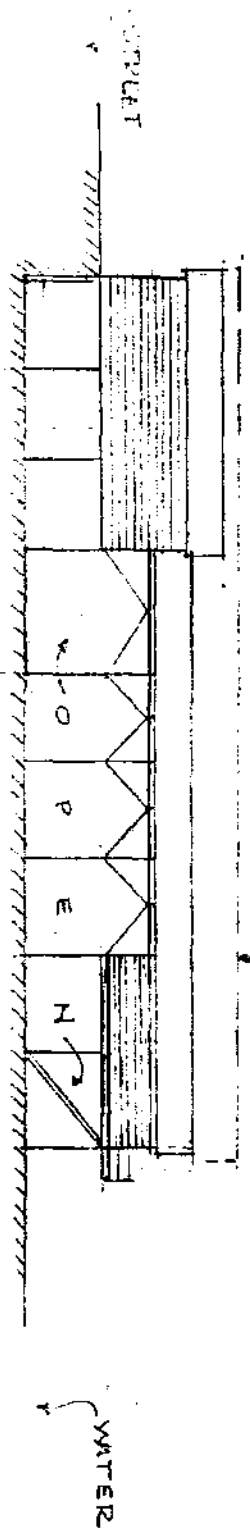


PROPOSED BUILDING
 GIG HARBOR MARINA

PREPARED BY:
 JOHN K. BASTIAN P.E.
 206 862 0197
 11/9/92 SH. 3 of 4

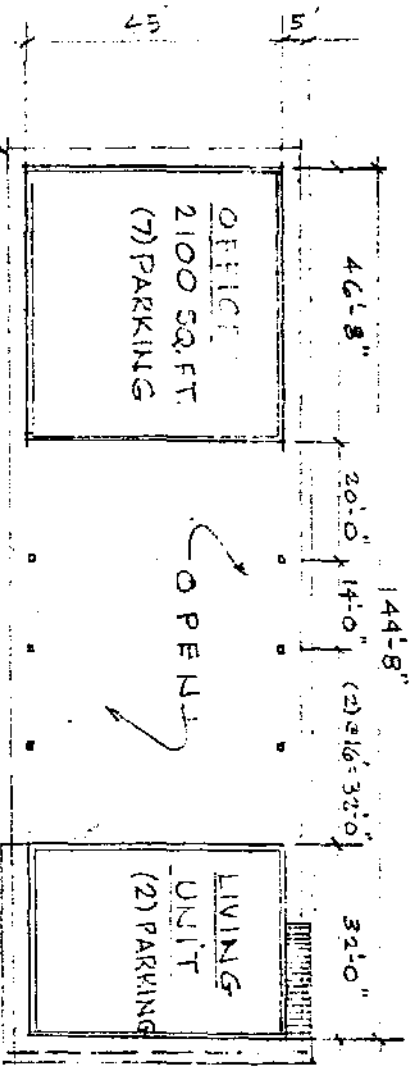
PLAN 1"=50'

EXISTING BLDG RIDGET



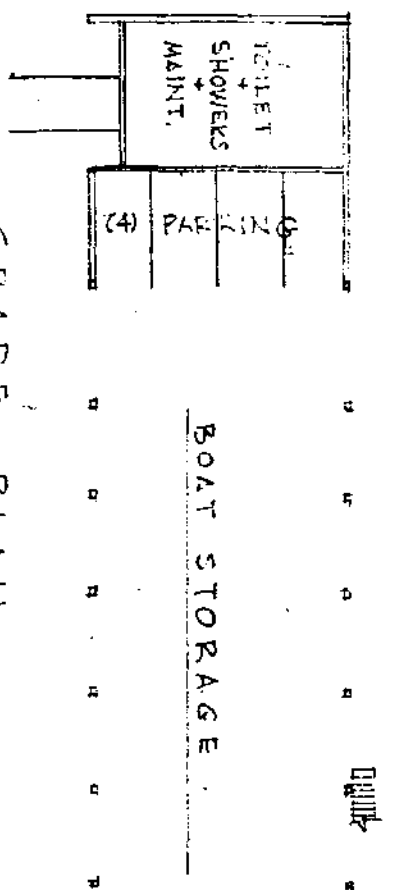
ELEVATION

1/32" = 1'-0" (32' = 1")



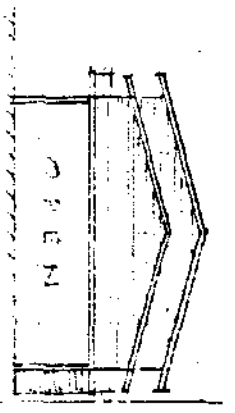
FLOOR PLAN

1/32" = 1'-0"

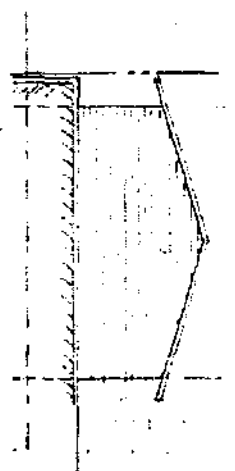


GRADE PLAN

1/32" = 1'-0"



WATER SIDE ELEV.



STREET SIDE ELEVATION

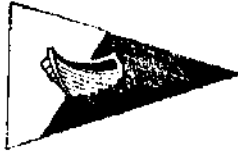
1/32" = 1'-0"

PROPOSED BUILDING SCHEMATIC
for
GIG HARBOR MARINA

PREPARED BY:
J.K. BASTIAN P.E.
206 862 0197

17.72.030 Number of Off-Street Parking Spaces Required.
The following is the number of off-street parking spaces required:

- Q ~~M.~~ For marinas, moorages, and docks:
- a. Moorages/slips less than forty-five (45) feet - one space for every two (2) berths;
 - b. Moorages/slips forty-five (45) feet or longer - one space for every berth;
 - c. All moorage facilities shall provide a minimum of two (2) parking spaces;
 - A ~~d.~~ If commercial or residential development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

June 23, 1992

Mr. Walt Williamson
Gig Harbor Marina
P.O. Box 387
Gig Harbor, WA 98336-0387

Re: Council Action, SDP 91-02 (Gig Harbor Marina)

Dear Mr. Williamson:

At its regular meeting of June 22, 1992, City Council considered your letter of May 29 and staff's memo of June 2, 1992 regarding your shoreline permit application. After much discussion on the subject, Council deferred action on your shoreline permit application up to a maximum of six months to permit you the opportunity to resolve the parking and impervious cover issues.

One option to consider is applying for a variance from the impervious coverage and parking requirements and presenting your case to the city Hearing Examiner. The Hearing Examiner's decision would be a recommendation to the City Council. Another option is to provide for some type of public view point at the facility where it would not endanger the public's health or safety in order to satisfy the requirements in Section 17.50.040.

Please contact me regarding the variance procedure and a tentative schedule for the public meeting. If you have any questions, please call me.

Sincerely,

Ray P. Gilmore
Planning Director

cc: Mayor Wilbert
Mark Hoppen, City Administrator

**CITY OF GIG HARBOR
HEARING EXAMINER PRO-TEM
FINDINGS CONCLUSIONS AND DECISION**

APPLICANT: Walter Williamson

CASE NO.: SDP 91-02/VAR 91-12

APPLICATION: Shoreline substantial development permit to demolish and re-construct 12,672 square feet of boat storage and office space.

Variance to allow the proposed construction to encroach ten feet within the side yard setback, where the zoning code requires a ten foot side yard setback.

SUMMARY OF RECOMMENDATION AND DECISION:

Planning Staff Recommendation:

Shoreline substantial development (SDP 91-02)	Approval
Variance (VAR 91-12)	Approval

Hearing Examiner Pro-tem Decision:

Shoreline substantial development (SDP 91-02)	Approval
Variance (VAR 91-12)	Denial

PUBLIC HEARING:

After reviewing the official file which included the Planning Staff Advisory Report and two letters; and after visiting the site, the Hearing Examiner Pro-tem conducted a public hearing on the application. The hearing on the application was opened at 5:35 pm, June 19, 1991, in the Council Chambers, at 3105 Judson Street, Gig Harbor, Washington, and closed at 5:47 pm. Participants at the public hearing and the exhibits offered and entered are listed in the attached minutes. A verbatim recording of the hearing is available in the Planning Department.

FINDINGS CONCLUSIONS AND DECISION:

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 6 and paragraph 4 on page 7 of the Planning Staff's 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 portion of the Hearing Examiner's findings of fact. A copy of said report is available in the Planning Department.
- B. The Applicant testified that an omission had occurred in the application in that the Applicant wants to include a residential unit in the proposed development. The Hearing Examiner Pro-tem indicated that the subject hearing would remain open administratively for two days to allow the Applicant to consult with the Planning Staff as to the conformance with the City's codes for the proposed residential use.
- C. Mr. Alvarado of the Planning Staff submitted evidence that residential use in the WC zone is permitted as a conditional use.
- D. Mr. Alvarado of the Planning Staff testified that the height measurement origin for the maximum height allowable for the proposed replacement structure will be measured from the top of the concrete retaining wall at the southwestern end of the existing building.
- E. Section 17.78.080 Parking Lot Landscaping and Screening; Paragraph A. Perimeter Landscaping indicates the purpose of this landscaping requirement which is "to soften the visual effects or separate one parking area from another, or other uses".
- F. The parking on the site of the proposed application is not visible from the perimeter of the site except for the access driveway which is the case for parking lots meeting the screening requirements of the code.
- G. The existing structure to be replaced does not conform to the ten foot side yard setback requirement stipulated in Section 17.50.040 item 6.
- H. The site does not conform to the site coverage stipulated in Section 17.50.040 item 8.
- I. Chapter 17.68 Nonconformities, Section 17.68.010 Intent states in part "This Chapter 17.68 is intended to permit these nonconformities to continue until they are removed but not to encourage their perpetuation."
- J. The existing structure shown on Exhibit C is thirteen feet, two inches (13'-2") wider than the proposed structure.

II. CONCLUSIONS:

- A. Conclusions 1), 6), 7), and 8) of Part III set forth on pages 7 and 8 of the Planning Staff's Advisory Report (Hearing Examiner Exhibit A) accurately sets forth a portion of the conclusions of the Hearing Examiner's conclusions. By this reference the Planning Staff's evaluation and report is adopted as a portion of the Hearing Examiner's conclusions. A copy of said report is available in the Planning Department.
- B. The variance request does not conform to variance criteria 2, 4, 5, or 6. of paragraph B of Section 17.66.030.
- C. The reduced width of the proposed structure compared with the existing structure allows for the required side yard setback without encroaching into the site further than the existing structure encroaches.
- D. Complying with the side yard setback for the proposed structure will reduce the site coverage nonconforming condition.
- E. Granting the requested side yard variance would impose a constraint on the property to the northwest if that property were redeveloped for uses permitted by the WC zone.
- F. Installation of screening planting would not function to screen the proposed parking as intended by the zoning code and would serve no useful purpose.

III. DECISION:

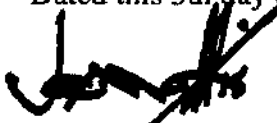
Based upon the foregoing findings of fact and conclusions, the requested variance is denied and the requested shoreline substantial development permit is approved subject to the following conditions:

- 1. A storm water drainage plan shall be submitted to the Public Works Department for review and approval. The storm drainage plan shall also include details providing for temporary erosion control during site preparation and construction. Storm drainage improvements, as required by the Public Works Department, shall be installed prior to occupancy of the building.
 - 2. The proposal shall conform to the City of Gig Harbor Fire Code as recommended in the City Fire Marshal's report in Exhibit A.
 - 3. The designated off-street parking spaces shall be striped and clearly visible.
 - 4. The proposed structure shall not exceed the sixteen foot height limit as established under the district standards.
 - 5. Construction on the project must begin within twenty-four (24) months from the date of final council action in compliance with Section 17.96.070. Failure to start construction within the allotted time period shall render approval(s) null and void.
-

6. The Applicant shall be prepared to furnish a bond or an assignment of funds to assure completion of improvements that are required by the City but remain incomplete after occupancy of the expanded facility is allowed. The amount of the bond or assigned funds is to equal 110% of a reputable contractor's bid for completion of the requirements. The bond or assignment of funds shall be valid for a period of two years from the date of construction.

This requirement does not supersede the requirements for the posting of a construction and maintenance bond to comply with the Gig Harbor Municipal Code.

Dated this 5th day of July, 1991.



Joe Wallis
Hearing Examiner Pro-tem

**MINUTES OF THE JUNE 19, 1991
HEARING ON THE WILLIAMSON
APPLICATION**

E. Joseph Wallis was the Hearing Examiner Pro-tem for this matter. Participating in the hearing was Gil Alvarado, representing the City of Gig Harbor and the applicant, Walter Williamson.

The following exhibits were offered and entered into the record:

- A. Planning Staff's Advisory Report
- B. Property Survey by Whiteacre Engineers Inc. dated July 6, 1983
- C. Building plan titled "GIG HARBOR MARINA" prepared by John K. Bastian, P.E., dated January 12, 1991
- D. Landscape plan for Walter Williamson prepared by Marshall and Associates, dated 3-18-91

PARTIES OF RECORD:

Walter Williamson
6923 120th NW
Gig Harbor, WA 98332

RECONSIDERATION:

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.

APPEAL OF EXAMINER'S DECISION:

Any party who feels aggrieved by the Examiner's decision may submit an appeal in writing to the Gig Harbor Planning Director within fourteen (14) days from the date the final decision of the Examiner is rendered, requesting a review of such decision.

Such appeal shall be upon the record, established and made at the hearing held by the Examiner. Whenever a decision of the Examiner is reviewed by the City Council pursuant to this section, other parties of record may submit written memoranda in support of their position. In addition, the Council shall allow each side no more than fifteen minutes of oral presentation. However, no new evidence or testimony shall be presented to the Council during such oral presentation. The City Council shall accept, modify or reject any findings or conclusions, or remand the decisions of the Examiner for conclusions, or remand the decisions of the Examiner for further hearing; provided that any decision of the City Council shall be based on the record of the hearing conducted by the Examiner; however, the Council may publicly request additional information of the appellant and the Examiner at its discretion.

Upon such written appeal being filed within the time period allotted and upon payment of fees as required, a review shall be held by the City Council. Such review shall be held in accordance with appeal procedures adopted by the City Council by resolution. If the Examiner has recommended approval of the proposal, such recommendation shall be considered by the City Council at the same time as the consideration of the appeal.

Further action by the Examiner shall be within thirty (30) days of the reconsideration request.

CITY OF GIG HARBOR
HEARING EXAMINER
RECONSIDERATION OF
DECISION ON
FILE NO. SDP 91-02/VAR 91-12
(WILLIAMSON)

I. FINDINGS:

A. Walter Williamson requested reconsideration of my decision on File No. SDP 91-02/VAR 91-12. His letter, dated July 15, 1991, stated his reasons for reconsideration are:

1. "The proposed building would be no closer to the northwest property line than the existing building."
2. "The ten-foot setback, if required, would cause the proposed building to crop into the site area so as to render it impossible to maneuver the 30-foot boats that we had planned to store in the proposed building."
3. "My measurements today tell me that we could hold back five feet from the northwest property line and still handle trailered boats to 28 feet."

B. He attached a drawing to his letter which showed the impact of a ten foot setback on parking and boat handling space.

II. CONCLUSIONS:

A. Based on the information submitted it is clear that the Examiner's report dated July 5, 1991 should be revised to allow a five foot setback from the northwest property line. As was pointed out in Mr. Williamson's letter, that would allow boats up to 28 feet in length to be maneuvered on the subject property.

III. DECISION:

After reconsideration based upon the foregoing findings and conclusions, the decision in File No. SDP 91-02/VAR 91-12 is hereby revised to read as follows:

A side yard variance of five feet is granted and the shoreline substantial development permit is approved subject to the conditions cited in my July 5, 1991 decision.

Dated this 29th day of August, 1991.



Joe Wallis
Hearing Examiner Pro Tem

APPEAL OF EXAMINER'S DECISION:

Any party who feels aggrieved by the Examiner's decision may submit an appeal in writing to the Gig Harbor Planning Director within fourteen (14) days from the date the final decision of the Examiner is rendered, requesting a review of such decision.

Such appeal shall be upon the record, established and made at the hearing held by the Examiner. Whenever a decision of the Examiner is reviewed by the City Council pursuant to this section, other parties of record may submit written memoranda in support of their position. In addition, the Council shall allow each side no more than fifteen minutes of oral presentation. However, no new evidence or testimony shall be presented to the Council during such oral presentation. The City Council shall accept, modify or reject any findings or conclusions, or remand the decisions of the Examiner for conclusions, or remand the decisions of the Examiner for further hearing; provided that any decision of the City Council shall be based on the record of the hearing conducted by the Examiner; however, the Council may publicly request additional information of the appellant and the Examiner at its discretion.

Upon such written appeal being filed within the time period allotted and upon payment of fees as required, a review shall be held by the City Council. Such review shall be held in accordance with appeal procedures adopted by the City Council by resolution. If the Examiner has recommended approval of the proposal, such recommendation shall be considered by the City Council at the same time as the consideration of the appeal.

Further action by the Examiner shall be within thirty (30) days of the reconsideration request.

STAFF REPORT
ENVIRONMENTAL EVALUATION AND
REPORT TO THE HEARING EXAMINER

SDP 91-02/VAR 91-12: Walter Williamson
May 28, 1991

PART I: GENERAL INFORMATION

- A. APPLICANT:
Gig Harbor Boat Yard Inc.
P.O. Box 387
Gig Harbor, WA 98332
- B. OWNER:
Walter Williamson
6923 120th NW
Gig Harbor, WA 98335
- C. AGENT:
N/A
- D. REQUEST:
Shoreline substantial development permit to demolish and re-construct 12,672 square feet of boat storage and office space.
- Variance to allow the proposed construction to encroach ten feet within the side yard setback, where the zoning code requires a ten foot side yard setback.
- E. PROPERTY DESCRIPTION:
1. Location:
The project is located at 3117 Harborview Drive, assessor's tax parcel number 02-21-08-2-021, which is within a portion of the NW 1/4 Section 8, Township 21N Range 2E.
 2. Site Area/Acreage:
The parcel is approximately 68,825 square feet, or 1.58 Acre. Total impervious coverage is estimated at 98 percent.

3. Physical Characteristics:

The site is located on the shoreline of Gig Harbor and is the location of a dry dock shed. The property exhibits a grade of approximately 12 percent towards the northeast and does not show any indications of geologic instability. Normal erosive conditions are exhibited at the land-shore interface and shoreline protection structures are present.

F. SURROUNDING LAND-USE/ZONING DESIGNATION:

North: Single-Family residence, zoned WC.
East: Tidelands
South: boat lift station, zoned WC.
West: Retail Shops, zoned DB.

G. UTILITIES/ROAD ACCESS:

This parcel is accessed off of Harborview Drive. Sewer and water are provided by the city of Gig Harbor, and Peninsula Light.

H. PUBLIC NOTICE:

Public notice was provided as follows:
Published in Peninsula Gateway: May 22, 1991
Mailed to property owners of record within 300 feet of the site: June 12, 1991
Posted in three conspicuous places in the vicinity of the property: June 12, 1991

PART II: ANALYSIS

A. AGENCY REVIEW:

1. Building Official/Fire Marshal

fire hydrants with 8 inch mains within 150 feet of all portions of the building required and all fire hydrants and mains must conform to GHPWD and Fire Marshal requirements; fire flow must conform to the 1974 ISO guide; fire flow test will be required; extend fire lane to east end of lot and install fire hydrant; exterior fire wall protection required in accordance with section #504 (b), 1988 UBC; parapet above fire wall on north property line; if building will be within 20 feet of the property line or within 40 feet of other structures; fire protection plans must be approved by GHPWD and Fire Marshal prior to

issuing of a building permit.

2. Department of Public Works
A storm water management plan shall be submitted to the Department of Public Works for review. Any improvements required to mitigate storm water runoff shall be installed as per the requirements of the City of Gig Harbor prior to the final plat approval.

B. APPLICABLE LAND-USE POLICIES/CODES

1. Comprehensive Plan:
The area is designated waterfront, as established under graphic 9, page 24 of the City's Comprehensive Plan of 1986. Water related and water dependent uses are considered appropriate to this area and the proposed dry dock and office is consistent with the general goals and policies of the Plan. The Comprehensive Plan encourages a mixed-use waterfront with water-oriented activities.

2. Zoning Ordinance:
The area is designated Waterfront Commercial (WC) under Section 17.50 of the zoning code.

Section 17.50.010 states the intent of this district is to provide a wide range of uses and activities on the shorelines.

Section 17.50.020 permits marinas and boat launch facilities and marine-related sales and offices.

Section 17.50.040 establishes a side yard setback of ten feet for non-residential development .

Section 17.50.040 establishes a maximum impervious lot coverage of ~~60~~ percent for non-residential development.

Section 17.50.050 states that before a building permit will be issued in a waterfront commercial district, the site plan review process specified in Section 17.96 shall be followed.

Section 17.72.030 (Q)(4) establishes that when commercial development is to be combined with a watercraft usage requiring parking, the usage which generates the larger number of spaces shall satisfy the requirements of the other usage.

3. Variance Criteria/Applicant's Justification:
Variances from the minimum standards to the zoning code may be granted if the applicant can successfully demonstrate that all of the following criteria be met:
 - A) The proposed variance will not amount to a rezone nor authorize any use not allowed in the district.
 - B) There are special conditions and circumstances applicable to the property such as size, shape, topography or location, not applicable to land in the same district and that literal interpretation of the provisions of this ordinance would deprive the property owner of rights commonly enjoyed by other properties similarly situated in the same district.
 - C) That the special circumstances and conditions do not result from the actions of the applicant.
 - D) The granting of the variance will not constitute a grant of special privilege inconsistent with limitations upon other properties in the vicinity and zone.
 - E) That the granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone in which the property is situated.
 - F) The hearing examiner shall make a further finding that the reasons set forth in the application justify the granting of the variance and that the variance is the minimum necessary to make reasonable use of the land.

The applicant's justification, summarized, is as follows:

The proposed dry dock and office space will not change the occupancy type or zoning classification. The proposal is consistent with the current use.

Due to the existing property lines that abuts the subject building, reconstruction of the existing structure in the same location is severely hampered by the current setback requirements. Presently the existing structure encroaches within side yard setback, however, a field investigation reveals that there are other structures in the Waterfront Commercial zone that are located right on the property lines without the required setbacks. Encroaching within the side yard setback by the subject proposal imposes no greater impacts than the existing conditions. Also, it is important to mention that the structure located on the abutting parcel has a buffer greater than twenty feet between it and the subject proposal, which would be the minimum separation between structures meeting the setback requirements of the zone.

The existing conditions are the result of the property's unusual property lines and topography.

The requested variance will not constitute a grant of special privilege inconsistent with limitations with adjacent properties nor will it be materially detrimental to the public welfare or injurious to the property.

4) Shoreline Master Program

Use Activity

Commercial Activities, pages 14 and 15.

1. Commercial uses shall be water dependent or provide an opportunity for a substantial number of the public to enjoy the shoreline location.
2. Commercial users should generally minimize their activities along the water's edge.

3. Commercial developments should locate in areas where similar types of development already exist so as to encourage shared parking to increase opportunities for pedestrians to enjoy movement between clusters of commercial activity.
4. Within each type of commercial activity, diverse types of uses should be encouraged.
5. All commercial developments should be encouraged to incorporate public access and/or recreational opportunities into the design of their establishments.

Regulations:

1. Commercial development within the shoreline area which are not water dependant shall provide for public access and/or recreational opportunities in conjunction with the commercial use. These activities may include, but are not limited to, public piers, fishing piers, pedestrian pathways, viewing areas and temporary moorage facilities. Such activities shall not interfere with the primary commercial use and shall in no way endanger public safety. A plan for development of public access and/or recreational opportunities shall be submitted along with the application for the shoreline substantial development permit.
2. Length, width, height and bulk of commercial structures shall be limited to the minimum dimensions necessary to conduct the proposed activity.
3. All commercial structures on the shorelines within the Town of Gig Harbor shall adhere to the Town's zoning and building ordinances.

4. No over-water commercial structures shall be allowed on the shoreline within the Town of Gig Harbor, except those uses which necessarily depend upon an over-water location. Such uses shall be required to obtain a conditional use permit.

PART III: FINDINGS AND CONCLUSIONS

Based upon a site inspection and the analysis contained in Part II of this report, staff finds as follows:

- 1) In accordance with Section 17.50.020, the proposed dry dock/office space is permitted. Although the specific use of the office space has not been determined by the proponent, the Waterfront Commercial zoning district allows for marine related sales and offices.
- 2) The existing structure encroaches within the side yard setback ten feet. The applicant's request to encroach ten feet within the side yard setback will bear no greater adverse impacts than the existing conditions. The Single-family residence on the property adjoining the proponent has a substantial yard with trees and yard cover in between it and the proposal. Consequently, the distance between the two structures is greater than side yard setbacks that would be required between two adjoining structures in a WC zone (20 feet).
- 3) The granting of the variance will not constitute a grant of special privilege, given the frequency of encroachment within setbacks by neighboring properties in the vicinity and zone.
- 4) The granting of the variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the vicinity and zone, given the condition of the current structure.

- 5) Currently, the Gig Harbor Marina is at 90 percent impervious lot coverage, which exceeds the allowable 70 percent maximum. However, the proposal will not increase the amount of impervious lot coverage from what currently exists.
- 6) The off-street parking for the proposed use is sufficient under the provisions of Section 17.72.030 (Q)(4). The marina, although separate from the proposal, generates a large number of required off-street parking spaces; 55 off-street parking spaces for the marina. The parking proposed for the dry dock/ office space (25) is adequate under the zoning code. The Gig Harbor Marina in general has sufficient off-street parking to accommodate both usages, independent from the other.
- 7) Under Site Plan Review, parking lot landscaping and screening is required for all non-residential uses of land. However, the off-street parking for the proposal is screened by existing structures, which leaves a 20 foot visible corridor from the street level. The need for additional screening is not warranted given the grade of site and the existing structures screening the proposed parking.
- 8) The proposal appears to be consistent with the City of Gig Harbor Shoreline Master Program as the facility is of a length, width, height and bulk so as to be the minimum dimensions necessary to conduct the proposed activity on the site.)

PART IV: RECOMMENDATION

Based on the site inspection and the analysis contained in Part III of this report, staff recommends approval of SDP91-02/VAR91-12, subject to the following conditions:

1. A storm water drainage plan shall be submitted to the Public Works Department for review and approval. The storm drainage plan shall also include details providing for temporary erosion control during site preparation and construction. Storm drainage improvements, as required by the Public Works Department, shall be installed prior to occupancy of the building.
2. The proposal shall conform to the City of Gig Harbor Fire Code, as per the City Fire Marshal's recommendations within this report.
3. The designated off-street parking spaces shall be striped and clearly visible.
4. The project shall not exceed the sixteen feet height limit as established under the district standards.
5. In accordance with Section 17.96.070, construction on the project must commence within twenty-four (24) months from the date of final council action. Failure to commence construction within the allotted time period shall render approval null and void.
6. In lieu of any required construction improvements prior to occupancy of the expanded facilities, a bond or an assignment of funds equal in amount to 110% of a contractor's bid for the improvements may be considered by the City. The bond or assignment shall be valid for a period of two years from the date on construction. This condition does not supercede the requirements for the posting of a construction and maintenance bond in accordance with the Gig Harbor Municipal Code.

Documents pertinent to your review are attached.

Staff report prepared by: Gil Alvarado, Planning Assistant

Date: _____



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: BEN YAZICI, PUBLIC WORKS DIRECTOR *BY*

SUBJ: ULID #3 CONTRACT AWARD

DATE: DECEMBER 8, 1992

The bid opening for the ULID #3 contract was held on November 24, 1992 at 2:00 P.M. at City Hall. There were 15 contractors who bid the project. The low bidder is Active Construction with a bid in the amount of \$1,613,720.79 and the highest bidder is Coluccio Construction with a bid in the amount of \$3,112,293.80.

There were five schedules on the contract, each to bid separately. Following is a description of the five schedules and the reasons therefor:

Schedule 1: This schedule includes construction of gravity sewers, pressure sewers and construction of two sewer lift stations between the Purdy area and the City of Gig Harbor waste water treatment plant. The project to be built according to the approved plan details, which I will describe to you at the meeting.

Schedule 2: The difference between this schedule and Schedule 1 is the installation of a 10" water line at the Highway 16 crossing in the vicinity of the Swede Hill Interchange area. We already obtained permits from DOT to undercross SR-16 at the Swede Hill interchange for sewer lines. Since this area is within our planning area, and in order to eliminate any lengthy future permit requirements from DOT, I wanted to install a 10" water line under the freeway within the 36" sewer line casing. Both ends of this water line will be capped and it will be used by the City in the future when this area annexes to the City.

Schedule 3: This schedule is the same as the Schedule 1 except the sewer pressure lines will be located 5' off the center of the roadway on Burnham Drive as requested by Pierce County rather than on the shoulder section as shown with our plans.



When I was on vacation, Pierce County requested that we build the sewer lines on Burnham Drive, 5' off the roadway centerline because their standards say so. When I came back from vacation, the County Engineer was on vacation, so we could not address this issue. Consequently in order to eliminate any delay to the project, we included an alternative bid in the contract to address this issue. Before the bid opening, I met with the Pierce County Engineer and at the conclusion of the meeting, we decided that this option could be very expensive to implement. As we discovered after the bid opening, yes indeed, this will cost us another \$65,000 and we will not do it.

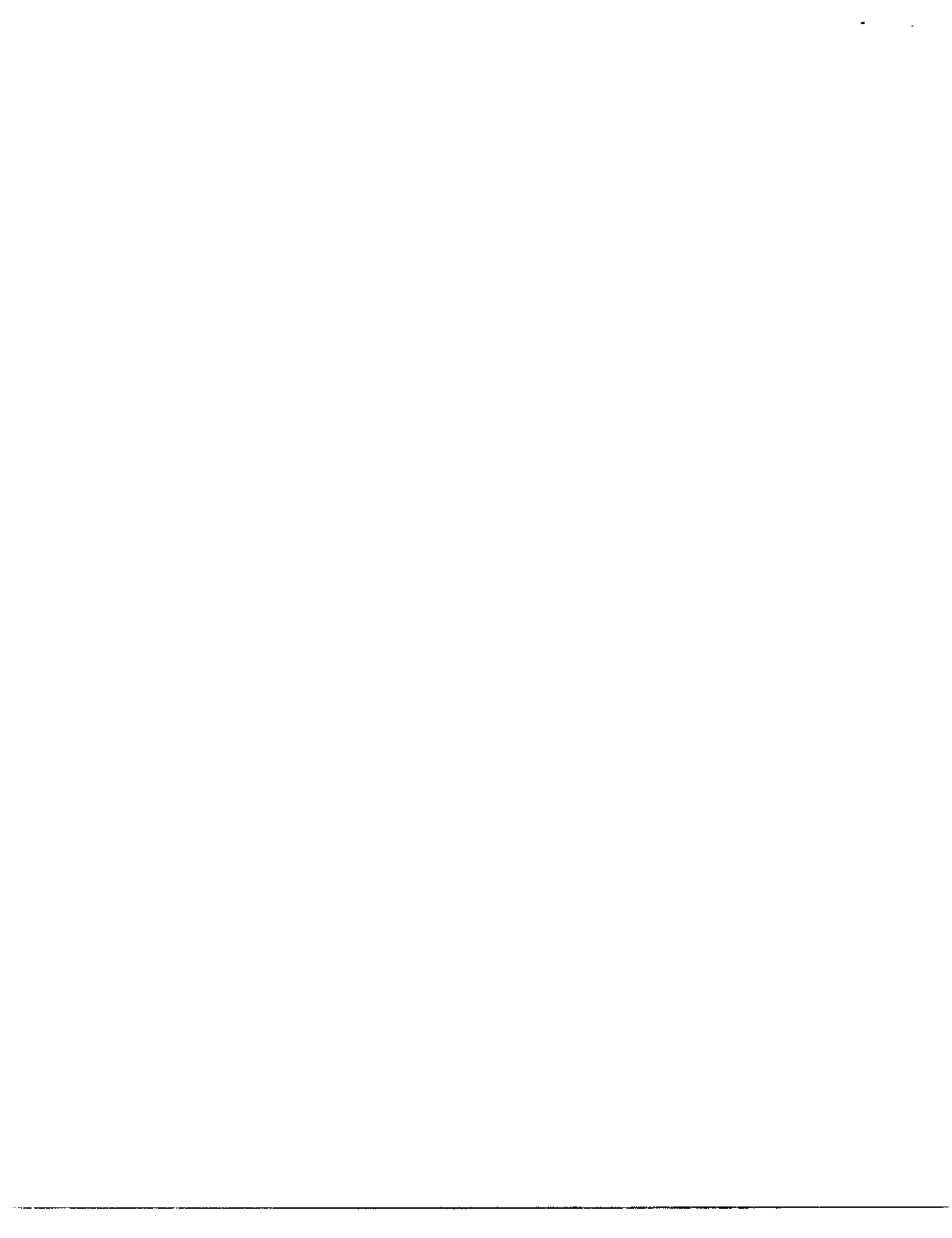
Schedule 4: This schedule is the same as schedule 3 except it also includes the 10" water line construction at the SR-16 highway crossing.

Schedule 5: This is a deductive bid item. During the summer of 1992, when DOT was overlaying SR 302, we wanted to make sure that part of the Purdy sewer line, which is designed to be under SR-302 pavement section, be built before the SR-302 overlay job is done. We achieved that with one exception, the City was not given the opportunity to inspect the construction of the sewer line. We reached an agreement that DOT will deposit \$17,500 in an escrow account, for 10 years, to be utilized by the city. The City will utilize these funds to replace this portion of sewer line if any two breaks occur within any 12 consecutive months. However, this agreement has not been finalized yet. Therefore, we will not deduct this bid item from the overall bid at this time.

Out of \$1,613,720.79 total bid, the Peninsula School District will be responsible for \$534,693.52. Back in June, the City and the Peninsula School District executed an agreement to address the issues related to the construction of this sewer line and the latecomer's agreement. The agreement did not clearly describe the mechanics of how Peninsula School District will make the progress payment to us so that we can pay the contractor for the Purdy portion of the project. To clarify this matter, Tom Enlow and I met with Peninsula School District's finance and engineering representatives. We received the attached letter summarizing the conclusion of this meeting. The Peninsula School District will make progress payments as the project is built.

RECOMMENDATIONS

I recommend a Council motion to amend the ULID #3 Sanitary Sewer construction project to Active Construction Company for \$1,613, 720.79.



SITTS & HILL ENGINEERS, INC
 Dec. 7, 1992 J# 6869 & 7267

ULID #3 AND PURDY SEWER BID SUMMARY
 Open Bids Nov. 24, 1992

Note: All Totals Include 7.8% State Sales Tax

	(1)	(2)	(3)	(4)	(5)	(6)
BIDDER:	Total Bid Items A Thru F Including Alternate 1. Purdy to Gig Harbor Sewer System Excluding Waterline Crossing Highway 16.	Total Bid Items A Thru F Including Alternate 2. Purdy to Gig Harbor Sewer System Including Waterline Crossing Highway 16.	Total Bid Items H Thru M Including Alternate 1. Purdy to Gig Harbor Sewer System With Sanitary Sewers 5' From From Roadway Centerline Excluding Waterline Crossing Highway 16.	Total Bid Items H Thru M Including Alternate 2. Purdy to Gig Harbor Sewer System With Sanitary Sewers 5' From Roadway Centerline Including Waterline Crossing Highway 16.	Total Bid Schedule F. Deductive Alternate For NOT Replacing Highway 302 Force Main.	RECOMMENDED AWARD: ***** Total Bid Items A Thru F Including Alternate 2 Less Deductive Alternate Schedule F.
Engineer's Estimate	2,149,477.83	2,154,867.83	2,255,212.49	2,260,602.49	29,366.88	\$2,125,500.95
Active Construction	1,612,389.27	1,613,720.79	1,679,647.97	1,680,980.38	16,661.57	\$1,597,059.22
Pape & Sons Constr.	1,873,587.72	1,879,124.32	1,949,126.41	1,954,663.02	20,532.67	\$1,858,591.65
Volker Stevin Pacific	1,926,386.00	1,928,542.00	2,038,390.20	2,040,546.20	18,326.00	\$1,910,216.00
Scoccolo Construction	1,932,018.55	1,935,791.55	2,039,818.55	2,043,591.55	40,964.00	\$1,894,827.55
Trecon Inc.	1,986,209.61	1,987,298.39	2,029,329.61	2,030,419.39	23,716.00	\$1,963,582.39
Stan Palmer Const.	2,045,842.41	2,050,499.37	2,153,642.41	2,158,299.37	25,278.02	\$2,025,221.35
Robison Construction	2,078,168.40	2,077,629.40	2,215,074.40	2,214,535.40	20,482.00	\$2,057,147.40
R. L. Alia Co.	2,151,957.50	2,151,957.50	2,241,431.50	2,241,431.50	21,560.00	\$2,130,397.50
FK Contractors	2,138,760.61	2,138,760.61	2,232,807.50	2,236,819.82	27,287.41	\$2,111,473.20
Bokkaido Drilling & Dev.	2,233,130.90	2,237,119.50	2,375,426.90	2,379,415.50	16,924.60	\$2,220,194.90
Tucci & Sons Inc.	2,271,778.28	2,279,743.62	2,324,492.48	2,332,457.82	32,216.03	\$2,247,527.59
McClure & Sons Inc.	2,261,309.82	2,263,263.16	2,249,740.72	2,251,694.06	18,189.09	\$2,245,074.07
Universal/Land Const.	2,273,105.30	2,274,102.45	2,415,401.30	2,416,398.45	21,560.00	\$2,252,542.45
Debco Construction	2,307,998.00	2,308,860.40	2,487,161.60	2,488,024.00	21,560.00	\$2,287,300.40
Coluccio Construction	3,112,293.80	3,112,293.80	3,296,631.80	3,296,631.80	29,106.00	\$3,083,187.80

ULID #3 AND PURDY SEWER BID DETAIL
 Lowest Three (3) Bids
 Open Bids Nov. 24, 1992

Note: All Totals Include 7.8% State Sales Tax

(1)	BIDDER:	Active Construction	Pape & Sons Construction	Volker Stevin Pacific
(2)	TOTAL COST SCHEDULES A (1,3). Purdy To Woodhill Sewer System.	534,693.52	521,200.06	532,639.80
(3)	TOTAL COST SCHEDULES B (1,3). Woodhill to 15" Sewer System with Alternate 1. (No Waterline Crossing Highway 16)	447,114.52	417,828.49	462,245.40
(4)	TOTAL COST SCHEDULES B (1,3). Woodhill to 15" Sewer System with Alternate 2. (Including Waterline Crossing Highway 16)	448,446.04	423,365.10	464,402.40
(5)	TOTAL COST SCHEDULES C (1,2). 15" Sewer In Burnham Drive to 96th Street.	199,328.40	288,864.11	242,226.60
(6)	TOTAL COST SCHEDULES D (1,2). 15" Sewer & Modifications to Existing System in Burnham Drive Between 96th St. & Sewage Treatment Plant.	355,811.16	478,820.65	476,476.00
(7)	TOTAL COST SCHEDULES E (1,2). Imported Backfill & Foundation Materials for Total Project.	75,441.67	166,874.40	212,797.20
(8)	TOTAL CREDIT SCHEDULE F. Deductive Cost for NOT Replacing Highway 302 Force Main.	16,661.57	20,532.67	18,326.00
(9)	TOTAL COST SCHEDULES A (2,3). Purdy to Woodhill Sewer System with Sewers 5' from Roadway Centerline	554,716.16	549,772.45	573,496.00
(10)	TOTAL COST SCHEDULES B (2,3). Woodhill to 15" Sewer System with Sewers 5' from Roadway Centerline Including Alternate 1. (No Waterline Crossing Highway 16)	474,621.84	464,794.79	533,394.40
(11)	TOTAL COST SCHEDULES B (2,3). Woodhill to 15" Sewer System with Sewers 5' from Roadway Centerline Including Alternate 2. (With Waterline Crossing Highway 16)	475,954.25	470,331.40	535,550.40
(12)	TOTAL COST SCHEDULES C (1,2). 15" Sewer In Burnham Drive to 96th Street.	205,117.53	288,864.11	242,226.60
(13)	TOTAL COST SCHEDULES D (1,2). 15" Sewer & Modifications to Existing System in Burnham Drive Between 96th St. & Sewage Treatment Plant.	369,742.14	478,820.65	476,476.00
(14)	TOTAL COST SCHEDULES E (1,2). Imported Backfill & Foundation Materials for Total Project.	75,450.30	166,874.40	212,797.20
(15)	TOTAL CREDIT SCHEDULE F. Deductive Cost for NOT Replacing Highway 302 Force Main.	16,661.57	20,532.67	18,326.00
(16)	RECOMMENDED AWARD: ***** Total Bid Items A thru F Including Alternate 2 less Deductive Schedule F.	\$1,597,059.22	\$1,858,591.65	\$1,910,216.00

Auditor's Note:
Map filed in vault
in Map File Folder.
Oversized

DR0700101020

9206230318

File - ULID # 2.
6646

92 JUN 23 AM 9: 53

RECORDED
DEPT. CLERK
AUDITOR GENERAL CO. WASH.

INTERLOCAL COOPERATIVE AGREEMENT
FOR CONSTRUCTION OF A SANITARY SEWER AND REIMBURSEMENT
FOR LATECOMERS BETWEEN CITY OF GIG HARBOR AND
PENINSULA SCHOOL DISTRICT NO. 401

This Agreement is entered into this 12 day of June, 1992, by and between the City of Gig Harbor, a municipal corporation (the "City") and Peninsula School District No. 401, a municipal corporation (the "District").

I. RECITALS

WHEREAS, the City entered into a Sewer Utility Extension Agreement with the District on September 18, 1991 to extend sewer utility service to certain District property in the Purdy area and more particularly described on Exhibit 1 attached hereto ("the District's property"); and

WHEREAS, the City adopted Ordinance No. 617 on January 27, 1992 to create Utility Local Improvement District No. 3 (the "ULID") for the purpose of funding sanitary sewer improvements in unincorporated Pierce County, north of the City of Gig Harbor which, in part, will benefit the District; and

WHEREAS, the sanitary sewer to be extended to the District's property in the Purdy area will be paid in part by the City through the ULID and in part by the District under the terms and conditions set forth herein; and

WHEREAS, the sanitary sewer to be extended to the District's property will in part benefit other property owners within the Purdy Community and therefore, the District desires and the City is willing to enter into an agreement under the terms set forth below to allow the District to recover its costs for the construction of a portion of the sanitary sewer system from such other benefitted property owners; and

WHEREAS, the District and the City are authorized to enter into a cooperative agreement in accordance with the terms and conditions set forth herein pursuant to RCW ch. 39.34, the Interlocal Cooperation Act; and

WHEREAS, it is in the best interest of both the City and the District to enter into this agreement for construction and reimbursement of a sanitary sewer system which benefits the Purdy community as well as the District.

II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and benefits herein, the parties agree as follows:

1. Construction of Sanitary Sewer System.

1.1 City Responsibility.

1.1.1 Except as set forth under paragraph 1.2.1 below, the City shall construct a sanitary sewer system consisting of the Purdy sanitary sewer and the sanitary sewer improvements under the ULID ("the sanitary sewer system") which shall be extended to the District's property. The City shall comply with all statutory public bid processes in the construction of the sanitary sewer system.

1.1.2 The City shall provide the District with copies of all construction and bid documents prior to submittal for construction bids and the District shall be entitled to suggest reasonable revisions within seven (7) calendar days from the date of actual receipt of such documents which relate to or affect the District's use of the sanitary sewer system or which relate to or affect the District's responsibility under this agreement as set forth under paragraph 1.2 below. The City shall provide the District with a copy of all executed construction contracts for the sanitary sewer system.

1.1.3 The City shall segregate all costs and expenses of construction of the sanitary sewer system which shall be paid by the District under this agreement. The City shall provide the District with all documents supporting such costs and expenses.

1.1.4 In the event of a material change in the scope of the sanitary sewer system which relates to the District's use of the sanitary sewer system or which relates to the District's responsibility set forth under paragraph 1.2 below or affects the District's potential use of the sanitary sewer system, the City shall communicate with the District and any such changes in the sanitary sewer system shall be made with the approval of the District. In all other events and during the course of construction of the sanitary sewer system, the City shall communicate with the District when reasonably necessary.

1.1.5 Except as set forth below under paragraph 1.2.5, the costs of construction of the sanitary sewer system shall be paid by the City in accordance with the requirements of the ULID.

1.2 District Responsibility.

1.2.1 The District shall construct to City standards that portion of the Purdy sanitary sewer known as Phase I, consisting of 1000 feet of force main along State Highway 302 between the proposed Purdy sewage lift station and Burnham Drive.

1.2.2 In the event of a material change in the scope of the Purdy sanitary sewer system known as Phase I which relates to the City's responsibility to construct the Purdy sanitary sewer system known as Phase II or the sanitary sewer system under the ULID or which relates to the City's responsibility set forth under paragraph 1.1 above, the District shall communicate with the City and any such changes in Phase I of the Purdy sanitary sewer system shall be made with the approval of the City. In all other events and during the course of construction of Phase I of the Purdy sanitary sewer system, the District shall communicate with the City when reasonably necessary.

1.2.3 The District shall be solely responsible for administration and all costs and expenses associated with construction of Phase I of the Purdy sanitary sewer.

1.2.4 Construction of Phase I of the Purdy sanitary sewer by the District shall be completed by no later than completion of the sanitary sewer system by the City.

1.2.5 The District shall pay to the City the cost of construction of: 1) the District's share of Phase II of the Purdy sanitary sewer as set forth on Exhibit 2 attached hereto and 2) the "Purdy Community" portion of the ULID as set forth on Exhibit 2 attached hereto.

1.2.6 Following completion of Phase I of the Purdy sanitary sewer system and acceptance by the City, the District shall dedicate all improvements under Phase I to the City.

2. Completion Date of Sanitary Sewer System. The entire sanitary sewer system under this Agreement shall be completed by no later than July 15, 1993 and the system shall be available for use by the District and operational to carry raw sewage from the District's property to the City's sewage treatment plant by no later than July 15, 1993; provided; however, in the event the sanitary sewer system is not completed by and available for use by the District by July 15, 1993, as the sole remedy to the District, the City authorizes the District to make an interim connection to the existing 10 inch sewer line under Burnham Drive. The District shall be allowed to maintain such connection until the sanitary sewer system under this Agreement is operational to carry raw sewage from the District's property to the City's sewage treatment plant.

3. Sanitary Sewer System Use Guaranty. The City acknowledges that the sanitary sewer system to be extended to the District's property shall have capacity in excess of 30,000 gallons per day (gpd) allocated to meet the District's sanitary sewer needs. The District is paying in accordance with paragraph 1.2, a proportionate share of the costs of the ULID sewer system and the Purdy portion of the system in an amount equivalent to 101,000 gallons per day capacity. The City hereby warrants that the sanitary sewer system shall be available for use by the District, as needed, in its discretion, at a capacity level in excess of 30,000 gallons per day until July 9, 1994. Thereafter, the availability of capacity shall be governed by the Utility Extension and Capacity Agreement dated September 18, 1991 executed between the City and the District.

4. Latecomer Reimbursement. The City shall reimburse the District for costs incurred by the District (set forth under paragraph 1.2.5) for construction of a portion of the sanitary sewer system in accordance with the following terms and conditions:

4.1 Term. The City shall reimburse the District for said costs for a period of fifteen (15) years, commencing from the date of completion and acceptance of the entire sanitary sewer system by the City.

4.2 Notice. The City shall notify the District of entitlement of reimbursement under this Agreement within fifteen (15) days of the date of application for sanitary sewer service by a user within the contributory area described below. The City shall reimburse the District in accordance with this Agreement within sixty (60) days of receipt of the required funds as described herein from the sanitary sewer applicant.

4.3 Contributory Area. Any property within that area described on Exhibit 3 attached hereto which will use the Purdy Sewage Lift Station shall be subject to latecomer fees payable to the City and reimbursable to the District as governed by this Agreement.

4.4 Amount of Reimbursement.

4.4.1 The costs subject to reimbursement to the District are costs charged to the "Purdy Community" as shown on Exhibit 2 attached hereto for illustrative purposes.

4.4.2 The daily flow which the Purdy Community shall be responsible for is 71,000 gallons per day and the costs associated therewith is estimated at the time of execution of the Agreement to be \$588,225. The actual costs of construction of the sanitary sewer system shall be reconciled at the time of completion of construction.

4.4.3 Upon completion of construction and compilation of all costs associated with the City and District's construction of the sanitary sewer system in accordance with this Agreement, the City's Director of Public Works shall promptly prepare a final cost breakdown substantially similar to Exhibit 2 based upon the actual costs of construction. This final cost breakdown shall be a part of and incorporated into this Agreement by Addendum executed by the City and District which shall be recorded promptly following determination of the actual costs of construction.

4.4.4 Any applicant seeking to connect to the sanitary sewer system shall pay a latecomer fee to the City, to be reimbursed to the District under this Agreement, according to the following formula:

$$\text{Fee} = \frac{\text{flow from new Connection (gpd)}}{71,000 \text{ gpd}} \times \text{Total Cost to "Purdy Community"}$$

The total cost to the "Purdy Community" will be the final amount as shown on the final cost breakdown of construction of the sanitary sewer system.

4.4.5 The City shall have the right to assess a five percent (5%) administrative fee which cost shall be added to the latecomer fee determined under this Agreement and shall be paid by the applicant at the time of application for connection to the sanitary sewer system.

4.4.6 The District shall pay the City an amount equivalent to five percent (5%) of the latecomer fee collected by the City for administration of the latecomer reimbursement obligations under this Agreement.

4.5 Indemnification. The District shall indemnify, defend and hold the City harmless in any claim, demand, lawsuit or in any action arising from or relating to latecomer fees under this Agreement, except any claim, demand, lawsuit or any action arising solely from or relating to any intentional or negligent act, event, occurrence or omission by the City in the adoption, administration or collection of latecomer fees under this Agreement.

5. Miscellaneous.

5.1 Jurisdiction/Venue. This Agreement is made with reference to and is intended to be construed in accordance with the laws of the State of Washington. Venue shall be in Pierce County, Washington.

5.2 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, and assigns of the parties.

5.3 Time is of the Essence. Time is of the essence under this Agreement.

5.4 Construction. This Agreement shall not be construed more favorably to one party over another, notwithstanding the fact one party, or its attorney, may have been more responsible for the preparation of the document.

5.5 Attorney's Fees. In the event that any party hereto retains an attorney to enforce any of the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in any proceeding including both trial and appellate courts or fees and costs incurred without suit.

5.6 Amendment. No modification, amendment, addition to or changes to this Agreement shall be valid or enforceable unless in writing and signed by all parties.

5.7 Waiver. No failure on the part of any party to exercise, and no delay in exercising, any rights hereunder shall operate as a waiver thereof; nor shall any waiver or acceptance of a partial, single or delayed performance of any term or condition of this Agreement operate as a continuing waiver or a waiver of any subsequent breach thereof.


5.8 Effective Date of Agreement. The Agreement shall be effective upon the later of the date this Agreement is approved and ratified by the Board of Directors of the District or the City Council. Each party shall provide the other party with a copy of such resolution approving this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date and year first above written.

CITY OF GIG HARBOR

PENINSULA SCHOOL DISTRICT
NO. 401

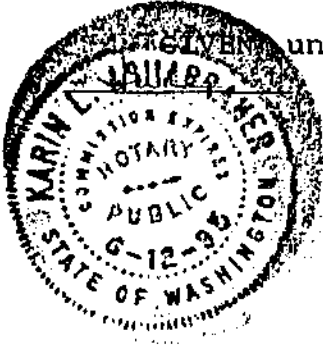
By: 
Its: Mayor

By: 
Tom R. Hulst
Its: Superintendent

Attest: 
City Administrator/Clerk

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me Gretchen A. Wilbert and Mark E. Hopper, to me known to be the Mayor and the City Administrator of the City of Gig Harbor, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that ~~he~~^{they are} was authorized to execute said instrument on behalf of said municipal corporation.



GIVEN under my hand and official seal this 11th day of 1992.

Karin L. Ashbeaver
NOTARY PUBLIC in and for the State of Washington, residing at Gig Harbor
My Commission Expires: 6/12/95

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared before me TOM R. HULST, to me known to be the Superintendent of Peninsula School District No. 401, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this 12 day of June, 1992.



Anne Hill
NOTARY PUBLIC in and for the State of Washington, residing at Port Orchard
My Commission Expires: 9-15-94

LEGAL DESCRIPTION

The South 330 feet of the East half of the Northwest quarter of the Northeast quarter of Section 24, Township 22 North, Range 1 East of the W.M.

The South 330 feet of the West half of the northwest quarter of the Northeast quarter of Section 24, Township 22 North, Range 1 East of the W.M. Together with the West 30 feet of all that portion of said West half of the Northwest quarter of the northeast quarter lying northerly of the north line of the south 330 feet thereof.

Beginning at the Northwest corner of the South 495 feet of the Southwest quarter of the Northeast quarter of Section 24, Township 22 North, Range 1 East of the W.M. in Pierce County Washington; thence East parallel with the south line of said subdivision 250 feet; thence South to the Northerly line of the Cushman-Tacoma Transmission line, as conveyed to the City of Tacoma; thence West along the Northerly line of said transmission line to the West line of the Northeast quarter of said Section 24; thence North to the point of beginning.

The East 704 feet of the South 495 feet of the Southwest Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 1 East of the W.M. in Pierce County, Washington except that portion lying South of thread of stream flowing through said property.

Commencing at the Northwest corner of the South 495 feet of the Southwest Quarter of the Northeast Quarter of Section 24, Township 22 North, Range 1 East of the W.M. in Pierce County Washington; thence East parallel with the South line of said subdivision 250 feet to the true point of beginning; thence South 200 feet; thence East parallel with the South line of said subdivision 366 feet, more or less, to intersect a line running parallel with and 704 feet West of the East line of the Southwest Quarter of the Northeast Quarter of said Section; thence on said parallel line North 200 feet; thence West 366 feet to the point of beginning.

That part of the following described property lying North of the thread of a stream flowing in a Westwardly direction through said property: Beginning at a point 250 feet East and 200 feet South of the Northwest corner of the South 495 feet of the Southwest quarter of the Northeast quarter of Section 24, Township 22 North, Range 1 East; thence East 366 feet; thence South to the North line of right of way of Tacoma Transmission Line; thence West to a point South of beginning; thence North to beginning. SUBJECT TO: Easements of record.

North 825 feet of the southwest quarter of the northeast quarter of Section 24, Township 22 North, Range 1 East of the W.M.

EXCEPT those portions of above listed properties in State Parcel numbers 3-3904, 3-3905, and 3-3909A conveyed to the State of Washington for SR 16. the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval 3/19/70, revised 12/10/70, and the center line of which is also shown of record in Volume 2 of Highway Plats, page 35, records of said county.

AUDITOR'S NOTE
LEGIBILITY FOR RECORDING AND COPYING UNSATISFACTORY IN PART DUE TO INADEQUATE INSTRUMENT WHEN RECEIVED.

9206230318

EXHIBIT

LEGAL DESCRIPTION OF PENINSULA HIGH SCHOOL CAMPUS (Lower Campus)

Beginning at the intersection of the South line of the NORTH $\frac{1}{2}$ of the NORTH $\frac{1}{2}$ of the NORTHEAST $\frac{1}{4}$ of the NORTHWEST $\frac{1}{4}$ of Sec. 24, T22N, R1E, W4, with the EAST line of Old State Highway No. 16, said point lying 210 ft., more or less, EAST of the WEST boundary of said subdivision; thence EAST along the SOUTH line of said subdivision 150 ft., thence SOUTH 19.30 ft., more or less; thence EAST 154.14 ft., more or less; thence NORTH 19.30 ft., more or less, the previous 3 courses being according to boundary line agreement dated January 8, 1963, under Auditor's Fee No. 1993903, this point being on the SOUTH line of said subdivision and 784 feet WEST of the EAST line of the NORTHWEST $\frac{1}{4}$; thence NORTH parallel to said EAST line to the NORTH line of Section; thence EAST along the said NORTH line 784 ft. to the NORTHEAST corner of the NORTHWEST $\frac{1}{4}$; thence SOUTH along the NORTH and SOUTH centerline of Sec. 24, 1164 ft., thence SOUTH 89 degrees 49' WEST, 1090 ft., thence NORTH 100 ft.; thence SOUTH 89 degrees 49' WEST to the EAST line of State Highway SR-16; thence NORTHERLY along said EAST line to a point 160 ft. SOUTH of the SOUTH line of the NORTH $\frac{1}{2}$ of the NORTHEAST $\frac{1}{4}$ of the NORTHWEST $\frac{1}{4}$; thence EASTERLY parallel to said line 80'; thence NORTHERLY 80 ft., parallel to the EASTERLY right-of-way line of State Highway SR-16; thence WEST 5 ft., thence NORTH 11 degrees 49' 00" EAST to the SOUTH line of said NORTH $\frac{1}{2}$ of the NORTHEAST $\frac{1}{4}$ of the NORTHWEST $\frac{1}{4}$; thence WEST along said line to the EASTERLY right-of-way line of Old State Highway 16; thence NORTHERLY along said EASTERLY right-of-way to point of beginning. EXCEPT R/W of access road to "Peninsula" High School and Northerly 30 ft. for Purdy-Crescent County Road.

AUDITOR'S NOTE

LEGIBILITY FOR THE PURPOSE OF MAKING UNSATISFACTORY. THIS INSTRUMENT WHEN RECEIVED.

SECTION 00400

BID BOND

<p>PRINCIPAL (Legal name and business address) Active Construction, Inc. P. O. Box 191 Gig Harbor, WA 98335</p>	<p>TYPE OR ORGANIZATION (Check One) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input checked="" type="checkbox"/> Corporation</p>
<p>SURETY (Name and business address) Safeco Insurance Company of America P.O. Box 11205 Tacoma, WA 98411</p>	<p>SUM AMOUNT OF BOND (Amount not to exceed) Five Percent (5%) of the Total Amount Bid----- Dollars</p> <p>\$ _____ % of Bid Price 5%</p>
<p>OBLIGEE City of Gig Harbor Gig Harbor City Hall 3105 Judson Street, P.O. Box 145 Gig Harbor, WA</p>	<p>BID IDENTIFICATION U.L.I.D. No. 3, Sanitary Sewer, Purdy to Gig Harbor bidding 11-18-92 11-24-92</p>

WE, the Principal and Surety, are firmly bound and obligated to the Obligee in the above sum amount on conditions set forth below, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that the Principal has submitted the bid identified above.

THE ABOVE OBLIGATION shall be void and of no effect if the Principal, upon acceptance of the bid identified above, within the period specified therein for acceptance, shall execute such further contractual documents and give bond(s) as may be required by the terms of the bid as accepted within the time specified after receipt of the terms by him. Furthermore, in the event of failure to execute additional contractual documents and give bond(s), the above obligation shall be null and void if the Principal pays the Obligee for any cost of procuring the work which exceeds the amount of his bid.

IN WITNESS WHEREOF, the Principal and Surety have executed this bond and have affixed their signatures and seals on the date set forth above.

NAME OF PRINCIPAL AND TITLE:

Active Construction, Inc.

By: _____

(Signature) Walter H. Smith

(Corporate Seal)

Phone: (206) 851-4695

SURETY

NAME AND ADDRESS:

Safeco Insurance Company of America

Bratrud Middleton Insurance

P.O. Box 11205

Tacoma, WA 98411

LIABILITY LIMIT: \$ 100%

A). NAME AND TITLE (Attorney in Fact)

Karen Swanson

(Signature) Karen Swanson, Attorney-in-Fact

Phone: (206) 759-2200

B). NAME AND TITLE

Walter H. Smith

(Signature)

(Corporate Seal)

Phone: 206 851-4696

* * END OF SECTION * *



No. 634

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

---JEFF BRATRUD; ROBERT M. PIERCE; JACK P. SUTTON; STEPHEN FELTUS; RANDOLPH J. CARR; DELENE M. ERDAHL; PATTI D. SUTTON; PETER J. COMFORT; ROBERT E. HEILESEN; KAREN SWANSON; GEORGE H. FLEMING; GEORGE C. HULBERT; DEBBIE JAHNSON; DAVID G. McCALLUM; KATHY M. MELICK; JAMES H. SPRENGER; SUSAN K. HIATT; WILMA M. TIPTON; MARIE TURNER; CHARLENE ZVARA, Tacoma, Washington-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 7th day of January, 19 92

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Boh A. Dickey, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18th day of November, 19 92

SECTION 00300
BID FORM PROPOSAL
FOR
U.L.I.D. NO. 3
PURDY TO GIG HARBOR

TO: HONORABLE MAYOR AND COUNCIL
CITY OF GIG HARBOR
3105 JUDSON STREET
P.O. BOX 145
GIG HARBOR, WA 98335

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and Within the Contract Time included in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen (15) days after the date of OWNER'S Notice to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a: BIDDER has examined copies of all the Contract documents and of the following addenda:

Date	Number
11-12-92	One
11-16-92	Two
11-17-92	Three
11-18-92	Four

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement for Bids, and the Instructions to Bidders.

- b: BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

c. The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false Bid: BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

4. BIDDER will furnish all labor and material specified herein necessary for and incidental to the completion of the work in a workmanlike manner for the following:

A. Schedule A-1:
Four Hundred Eighty Five Thousand \$ 485,475.12
 Written Amount + $12/100$ Dollar Figure
Four Hundred Seventy Five + $12/100$
 Schedule A-3:
Ten Thousand Five Hundred Thirty \$ 10,530.00
 Written Amount + $00/100$ Dollar Figure
 Subtotal Schedule A(1,3) = \$ 496,005.12
 W.S.S.T. 7.8% = \$ 38,688.40
 TOTAL Cost Schedule A(1,3) = \$ 534,693.52

B. Schedule B-1:
Three Hundred Eighty Six Thousand \$ 386,065.60
 Written Amount + $00/100$ Dollar Figure
Sixty Five Hundred + $00/100$
 1. Schedule B-1 Alternate 1:
Eighteen Thousand One Hundred \$ 18,167.41
Sixty Seven + $41/100$ Dollar Figure
 2. Schedule B-1 Alternate 2:
Nineteen Thousand \$ 19,402.58
Four Hundred Two + $58/100$ Dollar Figure
 Schedule B-3:
Ten Thousand Five Hundred \$ 10,530.00
Thirty + $00/100$ Dollar Figure

Subtotal Schedule B(1,3) & Alternate 1: = \$ 414,763.01
 W.S.S.T. 7.8% = \$ 32,351.51
 TOTAL Cost Schedule B(1,3) & Alternate 1: = \$ 447,114.52

Subtotal Schedule B(1,3) & Alternate 2: = \$ 415,998.18
 W.S.S.T. 7.8% = \$ 32,447.86
 TOTAL Cost Schedule B(1,3) & Alternate 2: = \$ 448,446.04

C. Schedule C-1:
One Hundred Eighty Three Thousand
 Written Amount = \$ 183,852.75
Eight Hundred Fifty Two ← 75/100
 Dollar Figure

Schedule C-2:
One Thousand Fifty Three ← 00/100
 Written Amount = \$ 1,053.00
 Dollar Figure

Subtotal Schedule C(1,2) = \$ 184,905.75
 W.S.S.T. 7.8% = \$ 14,422.65
 TOTAL Cost Schedule C(1,2) = \$ 199,328.40

D. Schedule D-1:
Three Hundred Twenty Seven Thousand
 Written Amount = \$ 327,433.51
Four Hundred Thirty Three ← 51/100
 Dollar Figure

Schedule D-2:
Two Thousand Six Hundred Thirty
 Written Amount = \$ 2,632.50
Two ← 50/100
 Dollar Figure

Subtotal Schedule D(1,2) = \$ 330,066.01
 W.S.S.T. 7.8% = \$ 25,745.15
 TOTAL Cost Schedule D(1,2) = \$ 355,811.16

E. Schedule E-1:

<u>Item</u>	<u>Unit Qty.</u>	<u>Unit Price</u>	<u>Cost</u>
Gravel Borrow per ton	18,300 T	\$ <u>3.53</u> Dollar Fig.	\$ <u>64,599.00</u> Dollar Fig.
<i>Three ← 53/100</i> Written Amount		<i>Seven Four Thousand</i> Written) <i>Five Hundred Twenty Nine ← 00/100</i>	

F. Schedule E-2:

<u>Item</u>	<u>Unit Qty.</u>	<u>Unit Price</u>	<u>Cost</u>
Foundation Material Class C, per ton	800 T	\$ 6.73 Dollar Fig.	\$ 5,384.00 Dollar Fig.
<u>Sub + 73/100</u>		<u>Five Thousand Three Hundred Eighty Four 00/100</u>	
Written Amount		Written Amount	
Subtotal Schedule E (1,2)			
<u>Eighty Nine Thousand Nine Hundred Eighty Three + 60/100</u>		<u>\$ 69,983.00</u>	
Written Amount		Dollar Figure	
W.S.S.T. 7.8%	=	\$ 5,458.67	
TOTAL Cost Schedule E (1,2)	=	\$ <u>75,441.67</u>	

G. Schedule F:

Deductive Alternate:	<u>Sixteen Thousand Four Hundred Eighty Six + 00/100</u>	\$ 15,456.00
<u>Sixteen Thousand Two Hundred</u>		\$ <u>16,275.17</u>
Written Amount	<u>Seventy Two + 7/100</u>	Dollar Figure
W.S.S.T. 7.8%	=	\$ 1,205.57
TOTAL Cost Schedule F	=	\$ <u>17,544.63</u>
		16,661.57

WASH
WASH
WASH

The Total Bid for completion of the work required in accordance with the Contract Documents as listed in items A through F above, including only Alternate 1, together with any Addenda as a supplement thereto is (write in amount)

One Million Six Hundred Twelve Thousand Three Hundred Eighty Nine + 27/100 (\$ 1,612,389.27)

The above bid does include Washington State Sales Tax.

The Total Bid for completion of the work required in accordance with the Contract Documents as listed in items A through F above, including only Alternate 2, together with any Addenda as a supplement thereto, is (write in amount).

One Million Six Hundred Thirteen Thousand Seven Hundred Twenty + 79/100 (\$ 1,613,720.79)

The above bid does include Washington State Sales Tax.

5. BIDDER will furnish all labor and material specified herein necessary for an incidental to the completion of the work in a workmanlike manner for the following:

H. Schedule A-2:
Five Hundred Thousand ^{00/100}
Fourty Nine Hundred ^{00/100} \$ 504,049.00
 Written Amount Dollar Figure

Schedule A-3:
Ten Thousand Five Hundred ^{00/100}
Thirty ^{00/100} \$ 10,530.00
 Written Amount Dollar Figure

Subtotal Schedule A(2,3) = ✓ \$ 514,579.00
 W.S.S.T. 7.8% = ✓ \$ 40,137.15
 TOTAL Cost Schedule A(2,3) = ✓ \$ 554,716.15

I. Schedule B-2:
Four Hundred ^{00/100}
Eighty Three Thousand ^{00/100} \$ 411,583.00
 Written Amount Dollar Figure

1. Schedule B-2 Alternate 1:
Eighteen Thousand ^{00/100}
One Hundred Eighty Seven ^{00/100} \$ 18,167.00
 Written Amount Dollar Figure

2. Schedule B-2 Alternate 2:
Nine Thousand Four ^{00/100}
Hundred Three ^{00/100} \$ 19,403.00
 Written Amount Dollar Figure

Schedule B-3:
Ten Thousand Five ^{00/100}
Hundred Thirty ^{00/100} \$ 10,530.00
 Written Amount Dollar Figure

Subtotal Schedule B(2,3) & Alternate 1: = ✓ \$ 440,286.00
 W.S.S.T. 7.8% = ✓ \$ 34,341.84
 TOTAL Cost Schedule B(2,3) & Alternate 1: = ✓ \$ 474,621.84

Subtotal Schedule B(2,3) & Alternate 2: = ✓ \$ 441,516.00
 W.S.S.T. 7.8% = ✓ \$ 34,438.25
 TOTAL Cost Schedule B(2,3) & Alternate 2: = ✓ \$ 475,954.25

J. Schedule C-1:

One hundred & Eighty Nine Thousand 189,223⁰⁰
 Written Amount Two hundred & twenty Dollar Figure
Three dollars & no/100

Schedule C-2:

One Thousand Fifty Three & ^{no}/₁₀₀ 1053⁰⁰
 Written Amount Dollar Figure

Subtotal Schedule C(1,2) = \$ 190,276⁰⁰
 W.S.S.T. 7.8% = \$ 14,841.53
 TOTAL Cost Schedule C(1,2) = \$ 205,117⁵³

K. Schedule D-1:

Three hundred & forty thousand \$ 340,356⁰⁰
 Written Amount Dollar Figure
Three hundred & fifty six & ^{no}/₁₀₀

Schedule D-2:

Two Thousand Thirty Three \$ 2633⁰⁰
 Written Amount 4 ^{no}/₁₀₀ Dollar Figure

Subtotal Schedule D(1,2) = ✓ \$ 342,989⁰⁰
 W.S.S.T. 7.8% = \$ 26,753⁰⁰
 TOTAL Cost Schedule D(1,2) = \$ 369,741⁶⁰

L. Schedule E-1:

<u>Item</u>	<u>Unit Qty.</u>	<u>Unit Price</u>	<u>Cost</u>
Gravel Borrow per ton	18,300 T	\$ <u>3.53</u> Dollar Fig.	\$ <u>64,599.00</u> Dollar Fig.
<i>Three</i>	<i>53/100</i>	<i>July four thousand</i>	<i>Five Hundred Ninety Nine</i>
Written Amount		Written)	

M. Schedule E-2:

<u>Item</u>	<u>Unit Qty.</u>	<u>Unit Price</u>	<u>Cost</u>
Foundation Material Class C, per ton	800 T	\$ <u>6.74</u> Dollar Fig.	\$ <u>5,392.00</u> Dollar Fig.
<i>Six</i>	<i>74/100</i>	<i>Five thousand three</i>	<i>Hundred Ninety Two</i>
Written Amount		Written Amount	

Subtotal Schedule E (1,2)

Sixty nine Thousand Nine Hundred Ninety One ^{00/100}
Written Amount \$ 69,991.00
Dollar Figure

W.S.S.T. 7.8% = \$ 5,459.30
TOTAL Cost Schedule E (1,2) = \$ 75,450.30

N. Schedule F:

Deductive Alternate

15,456.00
Written Amount \$ 15,456.00
Dollar Figure

W.S.S.T. 7.8% = \$ 1,205.57
TOTAL Cost Schedule F = \$ 16,661.57

The Total Bid for completion of the work required in accordance with the Contract Documents as listed in items H through M above, including only Alternate 1, together with any Addenda as a supplement thereto is (write in amount)

One Million Six Hundred Seventy Nine Thousand & Six Hundred Forty Seven ^{43/100}
\$ 1,679,647.43

The above bid does include Washington State Sales Tax.

The Total Bid for completion of the work required in accordance with the Contract Documents as listed in items H through M above, including only Alternate 2, together with any Addenda, as a supplement thereto, is (write in amount).

One Million Six Hundred Eighty Thousand & Nine Hundred Seventy Nine ^{84/100}
\$ 1,680,979.84

The above bid does include Washington State Sales Tax.

6. BIDDER agrees that the Work will be substantially completed by 15 July 1993 and fully completed by 1 September 1993. See Section 01010 Supplementary Conditions - 1.06 for Time of Completion and Work Sequence.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

7. The following documents are attached to and made a condition of this Bid:

- a. Required Bid Security
- b. Affidavit of Non-Collusion

8. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
9. **FORM OF AGREEMENT:** The Standard Form of the American Institute of Architects, No. A101, entitled "Standard Form of Agreement Between Owner and Contractor", 1977 Edition, shall be designated and made from the FORM OF AGREEMENT for this Contract. Copies of the AIA Form of Agreement may be examined at the office of the Architect, or may be purchased directly from the American Institute of Architects, the Octagon, 1735 New York Avenue NW, Washington, D.C. 20006.
10. **PERFORMANCE BOND & LABOR & MATERIAL PAYMENT BOND:** A bond covering performance and labor and material payment, as required by RCW 39.08 of the state statutes for public work shall be designated and made the form of performance and labor and material payment for this contract.
11. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON November 24, 1992, 1992

IF BIDDER IS:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

_____ (general Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____ ACTIVE CONSTRUCTION, INC. _____
(Corporation Name)

WASHINGTON
_____ (State of Incorporation)

By Walter H. Smith
(name of person authorized to sign)

Walter H. Smith, President
_____ (Title)

(Corporate Seal)
Attest Norma K. Smith Norma K. Smith
Norma K. Smith (Secretary)

Business address: P.O. Box 191

Gig Harbor, WA 98335

Phone No: 206-851-4696

AFFIDAVIT OF NON-COLLUSION

STATE OF WASHINGTON)
County of Pierce) SS

Walter H. Smith

being duly sworn, deposes and says, the he is the identical person who submitted the foregoing proposal or bid, and that such bid is genuine and not sham or collusive or made in the interest or on behalf of any person non thereon named, and further, that the deponent has not directly or indirectly induced or solicited any other bidder on the foregoing work or equipment to put in a sham bid, or any other person or corporation to refrain from bidding, and that deponent has not, in any manner, sought by collusion to secure himself, or to any other person, an advantage over any other Bidder or Bidders.

Sign Here:

ACTIVE CONSTRUCTION, INC.

(Company Name)

Walter H. Smith

(Signature)

Walter H. Smith, President

(Title)

(SEAL, IF INCORPORATED)

Subscribed and sworn to before me this 24th day of November, 1992.

Judith M. E. Mott-Weiss
Notary Public in and for the State of Washington, residing at:

7610 Goodman Dr. Nw

Gig Harbor, WA 98335

858-2708

(This Affidavit properly executed must accompany all proposals)

* * END OF SECTION * *
00300-10



STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES

805 Plum St SE • PO Box 9689 • Olympia WA 98504-9689

November 13, 1992

TO WHOM IT MAY CONCERN:

This office is in receipt of the renewal documents submitted for ACTIVE CONSTRUCTION, INC., registration number #ACTIVCI164JL. The contractor registration has been renewed and is valid until 11-1-93. If you have any questions, please feel free to call this office at (206) 956-5226.

Sincerely,

Contractor Registration Section

A handwritten signature in black ink, appearing to read "J. Allen".

KOLEY ENGINEERED PRODUCTS, INC.

P.O. BOX 1046
20308 SE 30TH STREET
ISSAQUAH, WASHINGTON 98027
(206) 392-2716

FAX Number: 206-392-2575

FACSIMILE COVER LETTER

Date: Nov. 17, 1992 Time: _____
To: Steve Durham Company: Active Construction Co.
Location: _____ FAX Number: 857-5052
From: George F. Koley

We are transmitting 4 pages, including this cover letter. If you do not receive all the pages, please call as soon as possible.

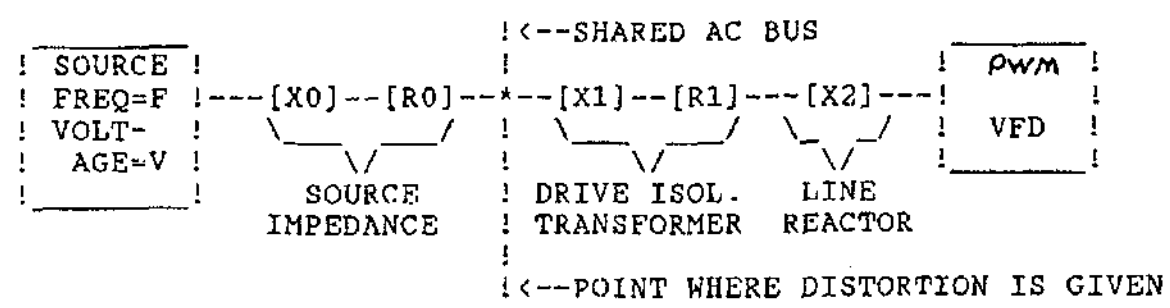
Message / Comments:

Per Addendum #1, attached is the harmonic analysis required for the
FROM KOLEY ENG PRODS. 11/17/92 14:27 P. Harbor III ID #3

11-17-1992

THIS REPORT WAS CREATED WITH 'IEEE519' BY PETE HAMMOND OF ROBICON CORP.

THIS PROGRAM COMPUTES LINE VOLTAGE DISTORTION FACTOR ON A SHARED AC BUS, DUE TO OPERATION OF A SIX-PULSE PWMVFD. THE METHOD USED IS BASED ON IEEE STANDARD 519-1981, PAGES 24 THROUGH 26. A ONE-LINE DIAGRAM IS ASSUMED AS FOLLOWS:



THE SYSTEM TO BE ANALYSED IS:

City of Gig Harbor, Washington
Woodhill Pump Station
VFD Harmonic Analysis for 2-50HP Drives at Full Load and Full Speed
George F. Koley
November 17, 1992

THE SYSTEM DATA IS:

THE SOURCE LINE-TO-LINE VOLTAGE (VOLTS RMS) = 480
THE SOURCE FREQUENCY IN HERTZ = 60
THE SOURCE SHORT-CIRCUIT CURRENT (AMPS RMS) = 14000
THE SOURCE X/R RATIO = 5
THE SOURCE INDUCTANCE IS (MICROHENRIES) = 51.48774

THE % LINE REACTOR IMPEDANCE = 2.5
THE LINE REACTOR INDUCTANCE (MICROHY) = 165.5346
THE TOTAL PER-PHASE INDUCTANCE (MICROHY) = 217.0223
THE RATIO OF TOTAL TO COMMON INDUCTANCE = 4.215029

FROM KOLEY ENG PRODS. 11/17/92 14:27 P. 2



'TURBOSIM' SYSTEM PARAMETERS ARE AS FOLLOWS:

459.9973 VOLTS 60 HZ 217.0223 uH TOTAL L 165.5346 uH BUS-CONV L
DC CHOKE= 1 BUS CAP= 6000 RES= .0167 LINK AMPS= 133 ALPHA= 0

performance data for each input phase appears below:

	A-phase	B-phase	C-phase
Peak AC input current	186.02	186.02	186.02
RMS AC input current	113.29	113.29	113.29
In-phase fundamental	101.73	101.73	101.73
Quadrature fundamental	25.00	25.00	25.00
Displacement power factor	97.11	97.11	97.11
Distortion factor	92.48	92.48	92.48
Power factor	89.81	89.81	89.81

The over-all performance data is:

The average DC output voltage is : 609.3429
The peak DC output voltage is : 614.1707
The minimum DC output voltage is : 605.1263
The RMS capacitor current is : 41.50958
The average DC current is : 132.9984
The DC output power is : 81041.64
The AC input power is : 81069.17
The AC input Volt-Amps are : 90269.31

THE FUNDAMENTAL RMS AMPLITUDE IS 265.1185 VOLTS.
THE FUNDAMENTAL DISPLACEMENT FACTOR IS 99.99239 PERCENT.
THE FIRST 54 ODD CURRENT AND VOLTAGE HARMONICS IN PERCENT OF FUNDAMENTAL ARE:

HARM NO	% CURR	% VOLT	HARM NO	% CURR	% VOLT	HARM NO	% CURR	% VOLT
3	0.00	0.00	5	37.78	1.46	7	13.38	0.72
9	0.00	0.00	11	7.29	0.62	13	3.41	0.34
15	0.00	0.00	17	3.14	0.41	19	1.93	0.28
21	0.00	0.00	23	1.61	0.29	25	1.29	0.25
27	0.00	0.00	29	0.90	0.20	31	0.87	0.21
33	0.00	0.00	35	0.57	0.15	37	0.58	0.16
39	0.00	0.00	41	0.42	0.13	43	0.39	0.13
45	0.00	0.00	47	0.35	0.13	49	0.29	0.11
51	0.00	0.00	53	0.29	0.12	55	0.24	0.10
57	0.00	0.00	59	0.23	0.10	61	0.21	0.10
63	0.00	0.00	65	0.18	0.09	67	0.18	0.09
69	0.00	0.00	71	0.15	0.08	73	0.15	0.08
75	0.00	0.00	77	0.12	0.07	79	0.12	0.07
81	0.00	0.00	83	0.11	0.07	85	0.10	0.07
87	0.00	0.00	89	0.10	0.07	91	0.09	0.06
93	0.00	0.00	95	0.09	0.06	97	0.08	0.06
99	0.00	0.00	101	0.08	0.06	103	0.08	0.06
105	0.00	0.00	107	0.06	0.05	109	0.07	0.05

RMS TOTAL HARMONIC VOLTAGE = 5.211311 RMS TOT HARM CURRENT = 43.10043

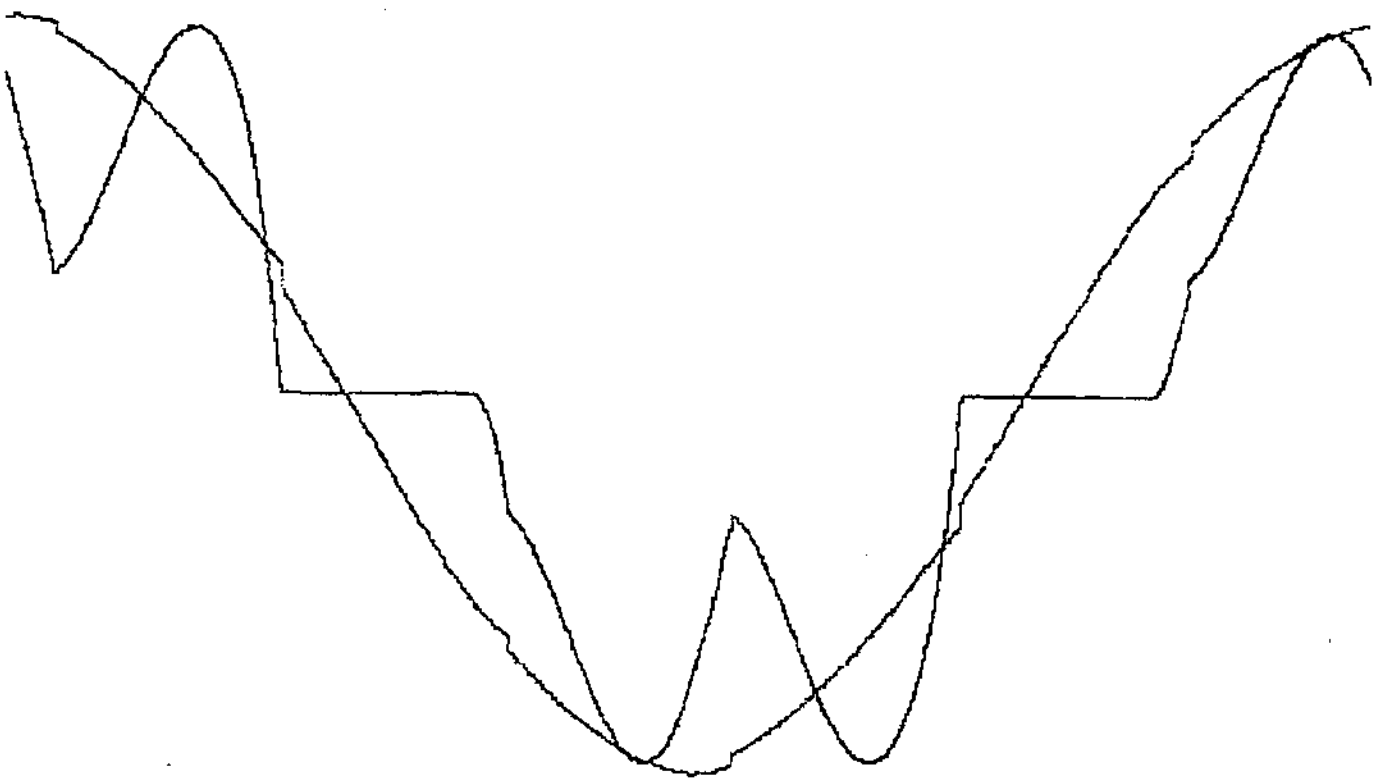
THE RMS TOTAL INCLUDING THE FUNDAMENTAL IS 265.1697 VOLTS.

THE DISTORTION FACTOR AT PHASE A BUS IS 1.965653E-02 K FACTOR= 7.484443

TOTAL PHASE A INDUCTANCE uH= 217.0223 BUS TO CONVERTER INDUCTANCE uH= 165.5346

T.H.D = 1.97%

(X)



A-phase current Bus A-N Voltage Total L= 217.0223 Bus-Conv L=
165.5346
CALCULATING FOURIER COEFFICIENTS, PLEASE WAIT

⊗



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

Addendum No. 1

to:

Project Manual

ULID No. 3

**Sanitary Sewer
Purdy to Gig Harbor**

for:

City of Gig Harbor

12 November 1992

Prepared by:

Sitts & Hill Engrs., Inc.

2901 So. 40th. Street

Tacoma, Wa. 98409

(206) 474-9449

U.L.I.D.. NO. 3
SANITARY SEWER
PURDY TO GIG HARBOR

Enclosed is ADDENDUM NO. 1 for U.L.I.D. NO. 3, SANITARY SEWER, PURDY TO GIG HARBOR issued November 12, 1992. This addendum modifies the plans, specifications, and contract documents dated October 22, 1992.

Acknowledgement of the receipt and examination of this ADDENDUM NO. 1 is required in the preparation of SECTION 00300, BID FORM PROPOSAL.

Sealed bids will be received only at the office of the City Clerk in the Gig Harbor City Hall, 3105 Judson Street until 2:00 p.m. November 18, 1992. The bids will then and there be opened and publicly read for the construction of the improvements.

ADDENDUM NO. 1

U.L.I.D. NO. 3

SANITARY SEWER - PURDY TO GIG HARBOR

NOVEMBER 12, 1992

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ADDENDUM NO. 1

U.L.I.D. NO. 3

SANITARY SEWER - PURDY TO GIG HARBOR

NOVEMBER 12, 1992

SPECIFICATIONS

- A. The following Specification Sections will be REPLACED in their entirety:

SECTION 00300 - BID FORM PROPOSAL FOR U.L.I.D. NO. 3 PURDY TO GIG HARBOR

SECTION 00600 - CITY OF GIG HARBOR PERFORMANCE BOND

SECTION 01020 - DESCRIPTION OF BIDS

- B. The following Specification Sections have been ADDED:

SECTION 00820 - LABOR STANDARDS REQUIREMENTS

SECTION 11300 - PUMP STATION

- C. MODIFICATIONS to Specification Sections are as follows:

SECTION 00810:

1. Page 4, paragraph 5, line 8, DELETE:

". . . Section 6.01, Additional Named Insured. . ."

REPLACE WITH:

". . . Section 6.02, paragraph 15, Additional Named Insured . . ."

2. Page 9, DELETE: Paragraph "10.00 TRAFFIC CONTROL PLAN"

REPLACE WITH Paragraph:

"10.00 TRAFFIC CONTROL PLAN Contractor shall prepare and submit to Washington State Department of Transportation, the City of Gig Harbor, and Pierce County and obtain written approval from each for a "Traffic Control and Signing Plan", before start of Construction."

3. Page 9, ADD paragraph:

"13.00 HOURS OF WORK. Work within the City of Gig Harbor may be conducted between the following hours:

7:00 a.m. - 8:00 p.m. Weekdays
8:00 a.m. - 8:00 p.m. Weekends and Federal Holidays

Work outside the City of Gig Harbor in Pierce County may be conducted between the following hours:

6:00 a.m. - 6:00 p.m. Weekdays

Work conducted in Pierce County during hours other than those noted above may be arranged with Pierce County through the Owner. Costs for after hours work will be charged to the Contractor for hours of work outside the Pierce County hours noted above."

SECTION 01010

1. Page 1, DELETE: Description of Sheet 13;

ADD:

"PLANS AND PROFILE BURNHAM DR. N.W. STA 27+00E to STA 33+00E.

2. Paragraph 1.08B "CONTRACTORS USE OF PREMISES",

ADD:

"The Contractor may at his option and expense apply to Pierce County for road closures."

SECTION 01300

1. Page 1, paragraph 1.03 "SUBMITTALS - GENERAL

Item: "C . With Agreement
1. Bonds":

DELETE, "(Section 00700)"

ADD, "(Section 00500)"

2. Page 2, paragraph 1.03 "SUBMITTALS - GENERAL"

Item "F. Monthly, After Commencing Construction
1. Application of Payment":

DELETE, "(Section 00700)"

ADD, "(Section 01370)"

SECTION 02221

1. ADD paragraph 3.04 TESTING

"3.04 TESTING:

Contractor shall test trench backfill compaction at one location within each 100 lineal feet of trench. Compaction test shall be taken in the upper 25 percent of the trench section."

SECTION 02600

1. Page 4, paragraph 3.06 "GENERAL ROADWAY AND SHOULDER".

A. DELETE, ". . . layers of 3/8-inch minus crushed gravel."

REPLACE with:, ". . . layers of crushed surfacing top course."

2. Paragraph 2.01 "GRAVITY PIPE", ADD:

"B. Manhole: Manholes shall conform with WSDOT 9-12.4. Cast in steps shall be polypropylene." Rim elevations are shown on plans as an indication of overall height of the structure. The actual rim elevation is to be adjusted to the finished grade of the roadway."

3. Paragraph 3.01 "PIPE INSTALLATION", DELETE Paragraph B.

ADD the Following:

"B. Pipe bedding material for rigid pipe shall conform to WSDOT 9-03.15. and bedding material for flexible pipe shall conform to WSDOT 9-03.16."

"D. Trench backfill shall be native material unless directed otherwise by the Owner. Trench compaction shall conform with WSDOT 7-10.3(10) and 7-10.3(11)."

3. Paragraph 3.03 "REPAIR OF ASPHALT CONCRETE SURFACING", DELETE Paragraph A.

ADD the Following:

"A. Existing pavement shall be cut prior to excavation. Cuts shall be vertical and straight. Asphalt concrete patch thickness prior to overlay shall be one inch greater than the existing asphalt concrete pavement thickness or be 2-inch minimum, whichever is greater."

SECTION 16050

1. Paragraph 2.05 "BOXES", CHANGE paragraph "B" to read:
"Surface Outlet, Junction, and Pull Boxes for Outdoor and Wet Locations: Fiberglass reinforced polyester (RFP, gasketed cover, stainless steel screws. Outlet boxes shall have threaded hubs."

SECTION 16480

1. Paragraph 1.02 "RELATED SECTIONS":
CHANGE "Adjustable Speed Drives (ASD) to read "Variable Frequency drives (VFD)."

SECTION 16495

1. Paragraph "AUTOMATIC SEQUENCE OF OPERATION", paragraph H, CHANGE engineer exerciser start to every 7 days. ADD Load/No Load selector switch.
2. Paragraph "ACCESSORIES", paragraph E: Solid state automatic float battery chargers approved by 12 volt systems only.

SECTION 16622

1. Paragraph 2.04 "ACCESSORIES", paragraph A: ADD low level fuel alarm contact (float switch).
2. Paragraph 2.04 "ACCESSORIES", Paragraph G:
CHANGE "NFPA 110, level 2 installation" to read:
"NFPA 110, level 1 installation"

Provide remove alarm contacts for all safety/shutdown indicators connected for common alarm/status telemetry interface for "generator fail."

SITTS & HILL ENGINEERS, INC.**Professional Engineers and Planners**

2901 SOUTH 40TH ST., TACOMA, WA 98409-5687
 TELEPHONE: (206) 474-8449
 FAX NO.: (206) 474-0153

THOMAS H. SEMON, P.E.
 BRENT K. LESLIE, P.E.
 ROBERT N. ERB, P.L.S.
 ROBERT J. DAHMEN, P.E.

November 16, 1992

ADDENDUM NO. 2

**SPECIFICATIONS AND RELATED DOCUMENTS
 FOR
 U.L.I.D. #3 - PURDY TO GIG HARBOR**

**CITY OF GIG HARBOR
 3105 JUDSON STREET
 GIG HARBOR, WA 98335**

This Addendum is issued for the purpose of clarification of drawings, specifications, and contract documents.

Addendum items will take precedence over drawings and specifications. Please attach all addenda to specifications and acknowledge receipt of each in the designated place on the Bid Form Proposal.

CIVIL DRAWINGS**C. Sht. 23 of 31****2. SANITARY PUMP STATION DETAIL:**

- a. DELETE: "lid"
 REPLACE: "top slab"

D. Sht. 25 of 31**2. SANITARY PUMP STATION DETAIL:**

- a. DELETE: "lid"
 REPLACE: "top slab"

SECTION 02600**2. Paragraph 2.01 "GRAVITY PIPE", ADD:**

- B. Manholes: ". . . Manholes shall be constructed with Kor N Seal Boot or equal."

ADDENDUM NO. 2: U.L.I.D. #3, PURDY TO GIG HARBOR
NOVEMBER 16, 1992
PAGE 2

SECTION 00300

1. DELETE: Page 00300-3

REPLACE WITH: Page 00300-3 (Page 3 of Addendum No. 2)

SECTION 01020

1. DELETE: Page 01020-3

REPLACE WITH: Page 01020-3 & 4 (Pages 4 - 5 of Addendum No. 2).

Subtotal Schedule B(1,3) = \$ _____
 & Alternate 1: = \$ _____
 W.S.S.T. 7.8% = \$ _____
 TOTAL Cost Schedule B(1,3) = \$ _____
 & Alternate 1: = \$ _____

Subtotal Schedule B(1,3) = \$ _____
 & Alternate 2: = \$ _____
 W.S.S.T. 7.8% = \$ _____
 TOTAL Cost Schedule B(1,3) = \$ _____
 & Alternate 2: = \$ _____

C. Schedule C-1:
 _____ \$ _____
 Written Amount Dollar Figure

Schedule C-3:
 _____ \$ _____
 Written Amount Dollar Figure

Subtotal Schedule C(1,3) = \$ _____
 W.S.S.T. 7.8% = \$ _____
 TOTAL Cost Schedule C(1,3) = \$ _____

D. Schedule D-1:
 _____ \$ _____
 Written Amount Dollar Figure

Schedule D-2:
 _____ \$ _____
 Written Amount Dollar Figure

Subtotal Schedule D = \$ _____
 W.S.S.T. 7.8% = \$ _____
 TOTAL Cost Schedule D - \$ _____

E. Schedule E-1:

<u>Item</u>	<u>Unit Qty.</u>	<u>Unit Price</u>	<u>Cost</u>
Gravel Borrow per ton	18,300 T	\$ _____ Dollar Fig.	\$ _____ Dollar Fig.

_____ Written Amount _____ Written)

*VOID
see add 3*

ADDENDUM NO. 2: U.L.I.D. #3, PURDY TO GIG HARBOR
NOVEMBER 16, 1992
PAGE 4

SECTION 01020

H. Schedule C-2: Same as C-1 with the following exception:

a. Manholes #18E through #33E inclusive and the connecting gravity sewers shall be constructed at five (5) feet west of the roadway centerline at the stationing shown on the plans. The Contractor's attention is directed to the 6-inch natural gas main along the length of Burnham Drive.

I. Schedule C-3: Same as Schedule A-3

J. Schedule D-1: Shall consist of all necessary plant, labor and equipment to construct the 15-inch gravity sewer from and, including Manhole 18E at Station No. 54+10E to and including the connection to the existing City of Gig Harbor Manhole at Station 96+62E and including the 2 - 12 inch pressure sewer from the City of Gig Harbor pump station at Station 96+50E to the City of Gig Harbor Sewer Treatment Plant and installation of 10-foot diameter precast manhole for future wet well and such other appurtenances as shown on the plans.

K. Schedule D-2: Same as Schedule D-1 with the following exception:

a. Manhole #18E through and including #12E and connecting gravity sewers shall be constructed at five (5) feet west of the roadway centerline at the station shown on the plans. The Contractor's attention is directed to the 6-inch natural gas main along the length of Burnham Drive.

L. Schedule D-3: Same as Schedule A-3

M. Schedule E1: Shall consist of disposal of excavated unsuitable trench materials, backfilling and compacting the trench with gravel borrow as directed by the Owner. The quantity of gravel borrow shall be provided on a unit cost basis and may vary from a minimum of zero (0) tons at the option of the Owner.

N. Schedule E-2: Shall consist of overexcavating the unsuitable trench material, disposing of excavated unsuitable material, backfilling and compacting the trench foundation with foundation material Class C where directed by Owner. The quantity of foundation material shall be provided on a unit cost basis and may vary from a minimum of Zero (0) tons at the option of the Owner.

O. Schedule F: The existing C-900 PVC 6-inch pipe and bedding between Station 20+10A and Station 26+89A and between Station 34+71A and Station 38+38A may remain in place at the discretion of the Owner. Contractor shall provide all labor, equipment and appurtenances necessary to connect the

**ADDENDUM NO. 2: U.L.I.D. #3, PURDY TO GIG HARBOR
NOVEMBER 16, 1992
PAGE 5**

6-inch ductile iron pressure sewer to the existing 6-inch C-900 PVC at the direction of the Owner. A deduction from the base bid cost is requested.

**** END OF SECTION ****

01020-4

END OF ADDENDUM NO. 2

SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners

2901 SOUTH 40TH ST., TACOMA, WA 98409-5697
TELEPHONE: (206) 474-9449
FAX NO.: (206) 474-0153

THOMAS H. SEMON, P.E.
BRENT K. LESLIE, P.E.
ROBERT N. ERB, P.L.S.
ROBERT J. DAHMEN, P.E.

November 17, 1992

ADDENDUM NO. 3

SPECIFICATIONS AND RELATED DOCUMENTS FOR U.L.I.D. #3 - PURDY TO GIG HARBOR

CITY OF GIG HARBOR
3105 JUDSON STREET
GIG HARBOR, WA 98335

This Addendum is issued for the purpose of postponing bids until 2:00 November 24, 1992.

Bid proposals will be received only at the office of the City Clerk in the Gig Harbor City hall, 3105 Judson Street, P.O. Box 145. Proposals received after the time fixed for opening will not be considered.

The opening of bids is being delayed to provide sufficient time for the preparation of a revised Description of Bids and Bid Form Proposal. These revisions will be issued as Addendum No. 4

END OF ADDENDUM NO. 3

Civil, Structural, and Surveying

C: Craig
Steve

SITTS & HILL ENGINEERS, INC.

Professional Engineers and Planners

2901 SOUTH 40TH ST., TACOMA, WA 98409-5697
TELEPHONE: (206) 474-9449
FAX NO.: (206) 474-0153

RECEIVED

NOV 19 1992

ACTIVE CONSTRUCTION INC.

THOMAS H. SEMON, P.E.
BRENT K. LESLIE, P.E.
ROBERT N. ERB, P.L.S.
ROBERT J. DAHMEN, P.E.

November 18, 1992

ADDENDUM NO. 4

SPECIFICATIONS AND RELATED DOCUMENTS FOR U.L.I.D. #3 - PURDY TO GIG HARBOR

CITY OF GIG HARBOR
3105 JUDSON STREET
GIG HARBOR, WA 98335

This Addendum is issued for the purpose of clarification of drawings, specifications, and contract documents.

Acknowledgement of the receipt and examination of this ADDENDUM NO. 4 is required in the preparation of SECTION 00300, BID FORM PROPOSAL.

Sealed bids will be received only at the office of the City Clerk in the Gig Harbor City Hall, 3105 Judson Street until 2:00 p.m. November 24, 1992. The bids will then and there be opened and publicly read for the construction of the improvements.

Addendum items will take precedence over drawings and specifications. Please attach all addenda to specifications and acknowledge receipt of each in the designated place on the BID FORM PROPOSAL.

SPECIFICATIONS

A. The following Specification Sections will be REPLACED in their entirety:

SECTION 00300 - BID FORM PROPOSAL FOR U.L.I.D. NO. 3 PURDY TO GIG HARBOR.

SECTION 01020 - DESCRIPTION OF BIDS.

SPECIFICATIONS (Cont.)

B. MODIFICATIONS to Specification Section is as follows:

SECTION 02600

1. Paragraph 3.03 "REPAIR OF ASPHALT CONCRETE SURFACING",
DELETE Paragraph A.

ADD the Following:

- "A. Existing pavement shall be cut prior to excavation. Cuts shall be vertical and straight. Asphalt concrete patch thickness prior to asphalt concrete overlay shall be two (2) inch compacted depth."

SECTION 11300

1. Paragraph 2.08 "MANHOLES"

ADD:

- A. "Manholes shall receive two (2) coats of bituminous coal tar epoxy coating specially formulated for submerged service. Two (2) coats, each with a minimum dry thickness for eight (8) mils is required. Coating shall be applied in accordance with manufacturer's recommendations. Wet well pea gravel bedding shall be underlain by one (1) foot minimum foundation material Class C. Any overexcavation shall be replaced with this same material."

CIVIL DRAWINGS

A. Sheet 20 to 31:

1. "DETAIL 2 (REVISED) TYPICAL OPEN CUT PRESSURE SEWER".
 - a. Class "B" Asphalt Concrete thickness shall be two (2) inches compacted depth, NOT "T + 1".

SECTION 01020

DESCRIPTION OF BIDS

1.01 GENERAL

A. Related Requirements Specified Elsewhere:

1. Summary of Work: Section 01010

B. Description of Section: This section outlines the individual items required to complete this project. Each item is to be paid for in a lump sum or unit price basis and shall include the furnishing of all necessary plant, labor, equipment, materials and supplies required to furnish, install and test the improvements covered under the item. It has been the intent to briefly outline the general scope of each item, but not to itemize all appurtenances that might be included. It shall be the responsibility of the Bidders to include all costs for the completed project in the bid items listed.

C. The basis of Contract Award shall be: One of the following combinations at the discretion of the Owner:

1. The total of items "A" through "F" listed on the BID FORM PROPOSAL including only Alternate 1; OR
2. The total of items "A" through "F" listed on the BID FORM PROPOSAL including only Alternate 2; OR
3. The total of items "H" through "M" listed on the BID FORM PROPOSAL including only Alternate 1; OR
4. The total of items "H" through "M" listed on the BID FORM PROPOSAL including only Alternate 2; OR
5. One of the above less deductive Alternate Schedule "F".

1.02 INDIVIDUAL SCHEDULES

A. Schedule A-1: Shall consist of all necessary plant, labor and equipment to construct the sewer system from the connection to the existing Manhole at the Peninsula High School thru Manhole No. 1B at the Woodhill pump station, and include the Purdy pump station, 8-inch gravity sewer, 6-inch pressure main, manholes, air release valve and such other appurtenances as shown on the plans.

B. Schedule A-2: Same as A-1 with the following exceptions:

- a. Manholes #1B through #11B inclusive and the connecting gravity sewers shall be constructed at five (5) feet

east of the roadway centerline at the stationing shown on the plans.

- b. 6-inch pressure main from Station 1+80B to MH #11B shall be constructed at five (5) feet east of the roadway centerline and at a minimum bury depth of 48-inches. Asphalt concrete overlay of roadway is required. The Contractor's attention is directed to the 4-inch gas main along the length of Burnham Drive N.W. which is shown to be 18 feet west of the centerline on Washington Natural Gas drawings.
- C. Schedule A-3: Trench safety shall include all provisions for trenches greater than 4 feet in depth per the requirements of Section 02221 for all work covered under this schedule. The costs of trench safety options shall not be considered incidental to any other bid item listed above.
- D. Schedule B-1: Shall consist of all necessary plant, labor, and equipment to construct the sewer system from the connection from Manhole No. 1B at the Woodhill pump station to the connection to Manhole No. 33E at Station No. 20+09E. This is the start of the 15-inch gravity sewer. This schedule shall include the Woodhill pump station, 10-inch pressure sewer, 10-inch gravity sewer, 12-inch gravity sewer, 30-inch boring under SR16, air release valves and such other appurtenances as shown on the plans, except it shall not include any pipe in the 30-inch liner.
1. Alternate 1: Shall consist of 1 - 10 inch C900 PVC CL 150 & 1 - 10 inch Sch. 52 DI between bore pits as shown in Detail 4 - 6 Sheet 21.
 2. Alternate 2: Shall consist of 2 - 10 inch and 1 - 8 inch C900 PVC CL 150 pipes between the bore pits as shown in Detail 7 and 8 Sheet 21.
- E. Schedule B-2: Same as B-1 with the following exceptions:
- a. Manhole #1C and the connecting gravity sewers shall be constructed at five (5) feet east of the roadway centerline at the Station shown on the plans.
 - b. 10-inch pressure main shall be constructed at a minimum bury depth of 48-inches within the road right-of-way, and shall be five (5) feet west of roadway centerline.
 1. Alternate 1: Shall consist of 1 - 10 inch C900 PVC CL 150 & 1 - 10 inch Sch. 52 DI between bore pits as shown in Detail 4 - 6 Sheet 21.
 2. Alternate 2: Shall consist of 2 - 10 inch and 1 - 8 inch C900 PVC CL 150 pipes between the bore pits as shown in Detail 7 and 8 Sheet 21.

- F. Schedule B-3: Trench safety as described in Schedule A-3.
- G. Schedule C-1: Shall consist of all necessary plant, labor and equipment to construct the 15-inch sewer system from, and including Manhole Number 33E at Station No. 20+09E to the connection at Manhole No. 18E at Station No. 54+10E. This schedule shall include the 15-inch gravity sewer manholes and such other appurtenances as shown on the plans.
- H. Schedule C-2: Trench safety as described in Schedule A-3
- I. Schedule D-1: Shall consist of all necessary plant, labor and equipment to construct the 15-inch gravity sewer from and, including Manhole 18E at Station No. 54+10E to and including the connection to the existing City of Gig Harbor Manhole at Station 96+62E and including the 2 - 12 inch pressure sewer from the City of Gig Harbor pump station at Station 96+50E to the City of Gig Harbor Sewer Treatment Plant and installation of 10-foot diameter precast manhole for future wet well and such other appurtenances as shown on the plans.
- J. Schedule D-2: Trench safety as described in Schedule A-3.
- K. Schedule E1: Shall consist of disposal of excavated unsuitable trench materials, backfilling and compacting the trench with gravel borrow as directed by the Owner. The quantity of gravel borrow shall be provided on a unit cost basis and may vary from a minimum of zero (0) tons at the option of the Owner. The quantity shown on the proposal is only for comparison of bids.
- L. Schedule E-2: Shall consist of overexcavating the unsuitable trench material, disposing of excavated unsuitable material, backfilling and compacting the trench foundation with foundation material Class C where directed by Owner. The quantity of foundation material shall be provided on a unit cost basis and may vary from a minimum of zero (0) tons at the option of the Owner. The quantity shown on the proposal is only for comparison of bids.
- M. Schedule F: The existing C-900 PVC 6-inch pipe and bedding between Station 20+10A and Station 26+89A and between Station 34+71A and Station 38+38A may remain in place at the discretion of the Owner. Contractor shall provide all labor, equipment and appurtenances necessary to connect the 6-inch ductile iron pressure sewer to the existing 6-inch C-900 PVC at the direction of the Owner. A deduction from the base bid cost is required.

** END OF SECTION **

END OF ADDENDUM NO. 4

FURDY CANVAS EXPIERS - COMMUNITY SYSTEM
COST BREAKDOWN FOR PARTICIPANTS

AUDITOR'S NOTE

September 27, 1991 Rev. December 17, 1991
Rev. October 11, 1991 Rev. January 16, 1992
Rev. November 21, 1991

LEGIBILITY FOR RECORDING AND COPYING UN-SATISFACTORY IN A PORTION OF THIS INSTRUMENT WHEN RECEIVED.

BK0786PG1332

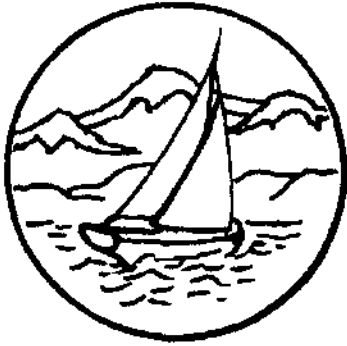
PARTICIPANT	U.L.I.D. COSTS		DOWSTREAM CITY SEWER IMPROVEMENT		TOTAL COST TO PARTICIPANT U.L.I.D.	FLOW (MGD)	NON-U.L.I.D. COSTS	
	WOOD HILL TO 15" SEWER IN BURHEAM DR.	15" SEWER IN BURHEAM DR.	DOWSTREAM SEWER IMPROVEMENT TO HARBORVIEW	HARBORVIEW TO STP			NON-U.L.I.D. FURDY TO WOOD HILL	TOTAL COST TO PARTICIPANT PROJECT
Peninsula School District	\$60,021	\$39,967	\$11,768	\$5,304	\$97,061	0.010	\$151,465	\$248,546
Purdy Community	\$94,716	\$94,369	\$27,852	\$12,553	\$229,710	0.071	\$358,515	\$588,725
Pope Resources (1)	-----	-----	\$106,701	\$48,090	\$154,791	0.372	-----	\$154,791
Pope Resources (2)	\$32,017	\$31,974	\$9,415	\$4,243	\$77,649	0.024	-----	\$77,649
Thompson Properties	\$200,105	\$199,836	\$58,842	\$26,520	\$485,304	0.156	-----	\$485,304
Tucci & Sons	\$169,432	\$169,194	\$49,870	\$22,454	\$410,891	0.127	-----	\$410,891
Active Construction	\$16,008	\$15,987	\$4,707	\$2,122	\$38,824	0.012	-----	\$38,824
Wynwood Center	\$6,670	\$6,661	\$1,961	\$984	\$16,177	0.003	-----	\$16,177
South Purdy Associates	\$13,340	\$13,322	\$3,923	\$1,768	\$32,354	0.010	-----	\$32,354
Centerwood (Lorigan)	-----	\$99,816	\$29,421	\$13,260	\$142,599	0.075	-----	\$142,599
Wash. Dept. of Corrections	-----	-----	\$17,064 (3)	\$7,591 (3)	\$24,755	0.0435	-----	\$24,755
TOTAL COST PER PHASE	\$572,300	\$671,449	\$321,476	\$144,890		0.820	\$510,000	
TOTAL FLOW PER PHASE	0.429	0.904	0.820	0.820				
TOTAL U.L.I.D. COST					\$1,710,115			

9206230318
TOTAL PC \$231,4
2
EXHIBIT

EXHIBIT 3

All that land lying within Sections 19, 20, 29 and 30, Township 22 North, Range 2 East, and also Sections 24 and 25, Township 22 North, Range 1 East as shown in "Exhibit A" of City of Gig Harbor Resolution Number 354 passed by City Council on April 27, 1992, lying Northerly of the East-West centerline of Sections 29 and 30, Township 22 North, Range 2 East and Section 25, Township 22 North, Range 1 East of the Willamette Meridian.





PENINSULA SCHOOL DISTRICT

14015-62nd Ave. N.W. Gig Harbor, WA. 98332

(206) 857-6171

City of Gig Harbor
P.O. Box 145
3105 Judson St.
Gig Harbor, WA 98335

December 4, 1992

ATTN: Ben Yazici, Public Works Director

RE: Purdy/Gig Harbor Sewer Project

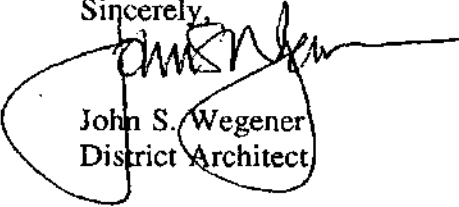
Dear Ben,

Pursuant to our meeting yesterday regarding payment, by the School District, to the City of Gig Harbor for the District's portion of the sewer project, the Peninsula School District will provide the following:

1. The non-ULID portion of the sewer project will be paid to the City of Gig Harbor monthly in amounts matching that portion of the contractor's periodic pay requests, for which the District is obligated. Change Orders and inspection by the City of Gig Harbor will be paid in addition to this amount as agreed to by the Peninsula School District prior to the expenditure for additional work specifically related to the non-ULID portion of the sewer project.
2. The City of Gig Harbor will submit a billing statement to the School District monthly, on or about the fifth of the month, which the School District will pay to the City on or about the last day of the month.
3. The School District will pay the ULID portion of the sewer project to the City of Gig Harbor, either in lump sum or in payments (to be determined later) after the project has been completed and there has been a final accounting of all costs.

The School District wishes to thank the City of Gig Harbor for their excellent cooperation on the sewer project up to this point. We look forward to a smooth construction phase and connection of our Purdy Campus to the completed sewer system in the Summer of 1993.

Sincerely,



John S. Wegener
District Architect

cc: Dr. John Armenia PhD



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, Provider of Public Works *BY*
RE: Striping Contract
DATE: December 3, 1992

One of the objectives of the Public Works Department in 1992 is to restripe the city streets. We invited our small works roster of contractors to bid this project. Two of the contractors bid the project with the following bid amounts.

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
1) Stripe Rite	\$5,350.00
2) Apply-A-Line, Inc.	\$3,995.00

The council authorized the Public Works Department \$5,000.00 in 1992 budget to complete this task.

RECOMMENDATION

I recommend a council motion to award the striping contract to the low bidder, Apply-a-Line, Inc. in the amount of \$3,995.00.



APPLY-A-LINE, INC.

106 Frontage Road North • Pacific, WA 98047
 (206) 735-3232 • FAX (206) 939-9925

City of Gig Harbor
 3105 Judson Street
 Gig Harbor, WA 98335

of Pages 1

Project: 1992 Striping Project

Bid Date: Nov. 30, 1992

The following quotation is our proposal for the above referenced project:

ITEM #	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1	10. miles	Fog Line	220.00/MI	\$2200.00
2	7. miles	Centerline Stripe	115.00/MI	805.00
3	4. miles	Solid Yellow	220.00/MI	880.00
4	.5 miles	Solid White	220.00/MI	110.00
			Total	\$3995.00

Comments: _____

Thank you for the opportunity to quote this project with your Company.

Sincerely,

*Prices include material, installation, bond, & insurance.

*Prices good if contract received within 30 days of award. After 30 days prices must be renegotiated.



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: BEN YAZICI, PUBLIC WORKS DIRECTOR *BY*

SUBJ: GRANDE BANK SUBDIVISION SEWER REQUEST

DATE: DECEMBER 9, 1992

We have received the enclosed letter from Mr. Jeff Edwards, owner of Grande Bank Subdivision, outside city limits, requesting a sanitary sewer capacity and commitment agreement be executed between the City and Mr. Edwards for 6930 gallons per day of sanitary sewage (corresponds to 30 single family homes).

Mr. Edwards has made a similar request in the past which the City Council denied. This request differs in that Mr. Edwards is proposing to build a gravity sewer line from the Hollycroft/Reid Road intersection to his subdivision and enter into a latecomer's agreement to recoup some of his costs for the gravity line.

This gravity sewer concept is consistent with our Comprehensive Sewer Plan (still in draft format,) and potentially will reduce our sewer utility operation costs in the future. As of today, the Longacres development, just across from the Grande Bank project, has a sanitary sewer lift station which pumps the sewage from Longacres to another lift station at the Hollycroft\Reid Road intersection. With the Grande Bank proposal, the Longacres lift station will be eliminated as will, perhaps, some others in this area in the future. The operation and maintenance of lift stations represents about 20% of our sewer and operation and maintenance costs. Less the number of lift station buffer will be off.

Although, I have some concerns over the amount of reimbursement Mr. Edwards is requesting (\$279,500 of \$326,500 total cost), I believe the proposal is mutually beneficial.

I have reviewed the Edwards request with the Public Works Committee and the Committee approved this project contingent upon its consistency with the Comprehensive Sewer Plan, which shows how this general area will be served. I will cover the preliminary findings of the Comprehensive Sewer Plan with you at the Council meeting.

RECOMMENDATIONS

I recommend a Council motion to authorize the Mayor and the City Administrator to sign a standard City Utility Extension and

Capacity Commitment Agreement to reserve 6930 gpd sewage capacity for the Grande Bank subdivision contingent upon:

(1) Mr. Edwards building a gravity sewer line along Reid Road from the Hollycroft/Reid Road intersection to the Grande Bank subdivision.

(2) Mr. Edwards eliminating the lift station at the Longacres subdivision by removing old equipment and hardware and delivering them, at his expense, to the Public Works Shop. Mr Edwards will also be responsible for providing a gravity sewer line for the Longacres development to the proposed pump station at Grande Bank development.

(3) The amount of the Latecomer's Agreement to be determined later when the agreement is prepared by the City Attorney and the Public Works Director for the Council's approval.

December 9, 1992

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

Reference: Grande Bank Subdivision—Sewer Service Request

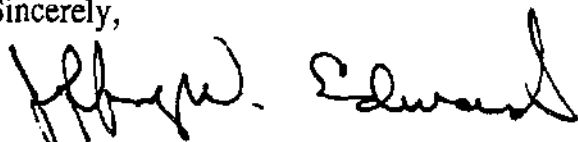
Dear Mr. Yazici:

I am writing at your request to formally ask the City Council to extend sanitary sewer service to the Grande Bank Subdivision. The subdivision is located adjacent to the Reid Road within the City's adopted Urban Area boundary. The subdivision has received preliminary approval in Pierce County and is designed for 30 single-family building sites, all of which exceed the City's minimum lot area requirement of 12,000 square feet. I am requesting that the Council authorize the sale of capacity to the subdivision in the amount of 6,930 gallons per day for sewer service.

In return for this, I am proposing to install the sanitary sewer system, at my expense, and size it to serve the Urban Area lying south of the Hollycroft Pump Station. This is in accordance with the comprehensive sanitary sewer plan of the City. I estimate it will cost me \$326,500 to install the system. I am asking that the City enter into a reimbursement agreement with me so that I may recoup \$279,500.00 of those dollars through future hook-ups to the system by property owners lying within the area to be served. Attached you will find copies of the service area and schematic plans for the system I propose to install. I have based my proportional share of the costs (to be paid by me) upon a simple area calculation of the area to be served with my subdivision representing 14.4%.

Both I and Sean Comfort, my civil engineer, will be in attendance at your December 14, 1992 City Council meeting and would be happy to make a presentation to the Council and/or answer any questions the Council may have. If you require any additional information or copies of the attachment prior to the Hearing, please do not hesitate to contact me.

Sincerely,



Jeff Edwards

#13971uh

GRANDE BANK SANITARY SEWER
 PRELIMINARY COST ESTIMATE

SANITARY SEWER SYSTEM

ITEM/DESCRIPTION	QUANTITY	UNIT COST	TOTAL COST
New 8" PVC Gravity San Sewer Main (Reid Dr. NW)	2,400 LF	30/LF	72,000
Overlay of Reid Dr. NW	2,400 LF	10/LF	24,000
New 8" PVC Gravity San Sewer Main (49th St. Ct. NW)	1,200 LF	20/LF	24,000
New 6" CL 200 PVC Pressure Main (Reid Dr. NW)	380 LF	15/LF	5,700
New 6" CL 200 PVC Pressure Main (49th St. Ct. NW)	1,200 LF	15/LF	18,000
*Proposed San Sewer Pump Station	1	Lump Sum	100,000
Sanitary Sewer Manholes	12	3,000/EA	36,000
Engineering and Administration (6%±)	Lump Sum	Lump Sum	17,000
		Subtotal	296,700
		10% Contingency	29,800
		TOTAL COST	326,500

*ASSUMES NO SALVAGE VALUE FOR ABANDONMENT OF LONG ACRES SANITARY SEWER PUMP STATION

Note: The above is only an estimate of anticipated costs and is limited to the items listed. Because (i) accurate cost estimates are not always possible and (ii) unforeseen costs often are incurred during the course of a project, the cost estimate should not be considered as a guarantee that actual costs will not exceed such estimated costs or that all costs which will be incurred in actual construction of the project have been included.

TOTAL GROSS ACREAGE WITHIN SERVICE AREA (POTENTIAL)

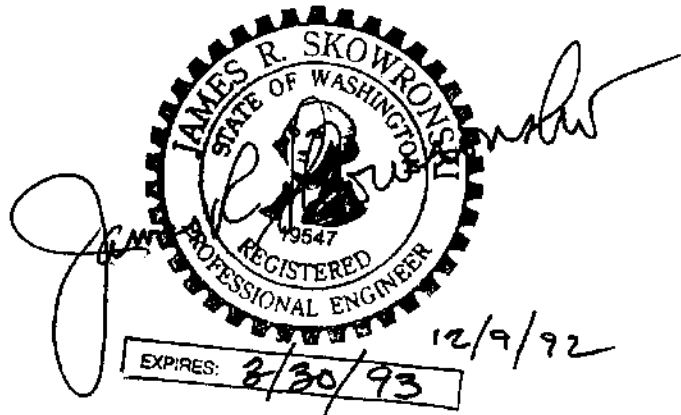
Grande Bank 20.5 acre
Total Service Area 142.5 acre

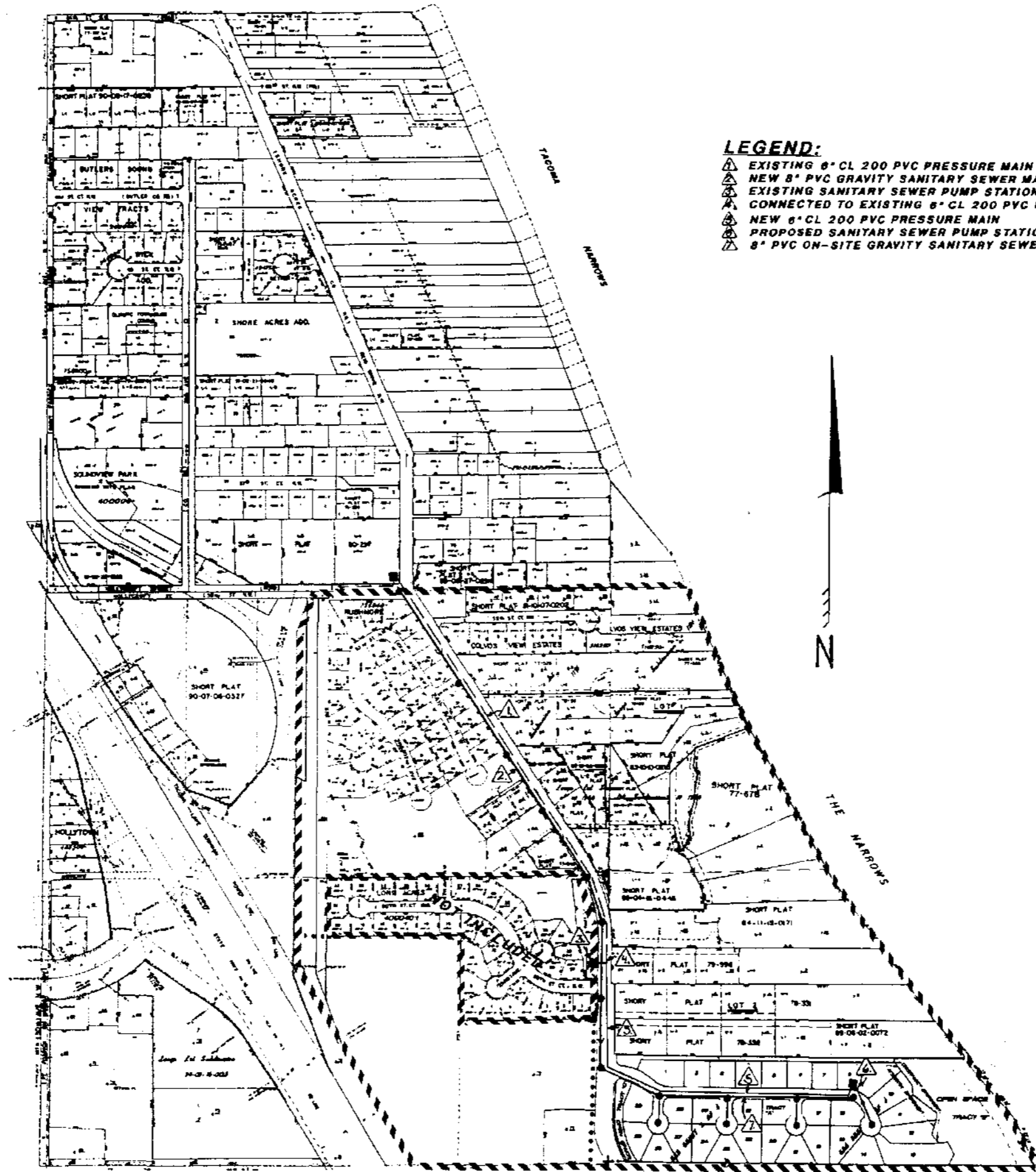
Grande Bank % of Total 20.5 = 14.4%
Service Area

Therefore potential latecomer fees:

85.6% x 326,500 = 279,500±

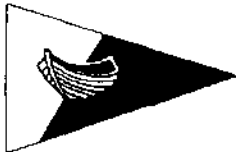
Cost per acre: $\frac{279,500}{(142.5 - 20.5)} = \$2,290/\text{acre} \pm$





LEGEND:

- ▲ EXISTING 6" CL 200 PVC PRESSURE MAIN
- ▲ NEW 8" PVC GRAVITY SANITARY SEWER MAIN
- ▲ EXISTING SANITARY SEWER PUMP STATION TO BE ABANDONED
- ▲ CONNECTED TO EXISTING 6" CL 200 PVC PRESSURE MAIN
- ▲ NEW 6" CL 200 PVC PRESSURE MAIN
- ▲ PROPOSED SANITARY SEWER PUMP STATION
- ▲ 8" PVC ON-SITE GRAVITY SANITARY SEWER MAIN



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: BEN YAZICI, PUBLIC WORKS DIRECTOR *BY*
SUBJ: BURNHAM DRIVE SIDEWALK PROJECT
DATE: DECEMBER 9, 1992

One of the objectives of the Public Works Department in 1992 is to build sidewalk on Burnham Drive. The Council also allocated \$36,000 in their 1992 budget.

We contacted those contractors on our Public Works roster who specialize in concrete work. Two of them bid the project. The names and respective bids are as follows:

<u>BIDDER</u>	<u>BID AMOUNT</u>
(1) Anderson Construction, Inc.	\$24,300.00
(2) R. L. Construction	\$22,880.00.

RECOMMENDATION

I recommend a Council motion to award the Burnham Drive sidewalk project to R. L. Construction in the amount of \$22,880.00

Proposal
"REVISED"

Proposal No. Two

Sheet No.

Date

12/9/92

FROM

B. ANDERSON CONSTRUCTION, INC.
7201 57th Ave. Ct. N.W.
Gig Harbor, WA 98335

Proposal Submitted To

Work To Be Performed At

Name City of Gig Harbor
Street P.O. Box 145
City Gig Harbor
State Washington
Telephone Number _____

Street Burnham Dr.
City Gig Harbor State Wash.
Date of Plans # 2020
Architect _____

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of

1400 lineal feet of curb, gutter and sidewalk on Burnham Dr.

Labor and material \$21000.00

Excavation

(dirt work) 3300.00

\$24300.00 *

(*Plus WSST if applicable)

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of TWENTY FOUR THOUSAND THREE HUNDRED AND NO/100ths-----Dollars (\$ 24300.00) with payments to be made as follows:

Payment in full due by 10th of month following completion of above work.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by B. Anderson Construction, Inc.

Respectfully submitted B. ANDERSON CONSTRUCTION, INC.

Per Brian R. Anderson
Brian R. Anderson, Pres.

Note — This proposal may be withdrawn by us if not accepted within 30 days .

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____ Signature _____

Date _____ Signature _____

PROPOSAL & CONTRACT

R.L. Construction

919 Pt. Fosdick Dr. N.W.
Gig Harbor, WA 98335

Proposal Submitted To:

Name <u>City of Gig Harbor</u>
Street _____
City _____
State _____
Phone _____

Work To Be Performed At:

Street _____
City _____ State _____
Date of Plans _____
Architect _____

We hereby propose to furnish the materials and perform the labor necessary for the completion of

1400' of curb gutter and sidewalk	\$ 19600.00
excavation and back fill with gravel	\$ 3280.00
	\$ 22880.00
WST	\$ 1784.64

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of twenty two thousand eight hundred eighty plus tax Dollars (\$22880.00), with payments to be made as follows: in full by the tenth of following month after completion.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry necessary insurance upon above work.

Respectfully submitted *Richard L. ...*
Per _____

Note—This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____ Signature _____



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: Tom Enlow

DATE: December 11, 1992

SUBJECT: 1992 Budget Amendment

This is the first reading of an ordinance amending the 1992 budget. These are technical adjustments authorizing the close-out of funds, formalizing previous approval of expenditures or authorizing transfers of funds.

An additional \$6000 is appropriated in the Merit Salary fund as approved by Council in August. Of this amount, the remaining cash balance of approximately \$150 will be transferred to the General fund and the fund will be closed.

\$150 is appropriated in the Kimball-Hunt Construction fund and the cash balance is authorized to be transferred to the Street fund in order to close the fund.

\$100 is appropriated in the ULID#2 Construction fund and the cash balance is authorized to be transferred to the Sewer fund in order to close the fund.

\$1,900,000 is appropriated in the ULID#3 Construction fund for design and construction of that project and for the ending cash balance. This was approved when the ULID was created and when the bond anticipation notes were issued.

Finally, a transfer of the Risk Management fund cash balance of approximately \$10,000 to the General fund is authorized in order to close the fund. The fund is no longer necessary as insurance and claims expenses are now budgeted and paid from the appropriate fund and department.

CITY OF GIG HARBOR

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 1992 BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, adjustments to the 1992 annual appropriations are necessary to conduct city business,

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

Section 1.

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

<u>Fund</u>	<u>Original Appropriations</u>	<u>Amendment</u>	<u>Amended Appropriations</u>
104-Merit Salary	\$20,670	\$6,000	\$26,670
106-Kimball-Hunt Const.	0	150	150
409-ULID#2 Const.	0	100	100
414-ULID#3 Const.	0	1,900,000	1,900,000

Section 2.

The following interfund transfers are within 1992 appropriations, as amended, and are hereby authorized:

<u>Originating Fund</u>	<u>Receiving Fund</u>	<u>Amount</u>
103-Risk Management	001-General	\$10,000
104-Merit Salary	001-General	150
106-Kimball-Hunt Const.	101-Street	150
409-ULID#2 Const.	402-Sewer	100

Section 3. This ordinance shall be in force and take effect five(5) days after its publication according to law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this ____ day of _____, 199_.

Gretchen A. Wilbert, Mayor



Improvements to Capacity and Safety

State Route 16 provides the sole link between the rapidly growing residential areas of the Gig Harbor Peninsula and South Kitsap region, and the employment centers in the Tacoma area.



Washington State
Department of Transportation

Capacity Study

WSDOT recently completed a landmark study to identify improvements that are needed to safely handle traffic volumes on the western portion of the highway, where population is growing at a rapid rate. The area of study was from Jackson Avenue just east of the Tacoma Narrows Bridge, to Burnham Drive on the Gig Harbor Peninsula.

The study produced a list of priority-ranked projects that are recommended for construction within the next five years and beyond.

As a result, WSDOT is pursuing funding for several high-priority projects recommended for construction in the near-term (two to three years) or mid-term (four to five years):

■ Olympic Drive Interchange

- Near-term: Coordination of traffic signals along Olympic Drive and addition of a right-turn lane from Olympic Village to the westbound on-ramp.
- Mid-term: Widening of the bridge to five lanes and creation of left- and right-turn lanes in the westbound off-ramp.

■ Pioneer Way Interchange

- Near term: Reconstruction of the loop ramps to improve safety.
- Mid-term: Construction of a new eastbound diamond on-ramp.

Two other projects received top-priority ranking:

- Construction of a new interchange between Olympic Drive and the Narrows, and re-routing traffic from 24th Street to that facility. WSDOT will request funds for site selection and an Environmental Impact Statement in the 1993-95 budget.
- Construction of a frontage road from Rosedale Street along the east side of the highway, to the driveway just north of Haven of Rest Memorial Park.



A publication of the
Washington State Department of Transportation
District 3

5720 Capitol Boulevard, KT-11
Tumwater, WA 98504

July, 1992

Introduction





CITY OF GIG HARBOR

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON, FOR THE 1993 FISCAL YEAR.

WHEREAS, the mayor of the City of Gig Harbor, Washington completed and placed on file with the city administrator/clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 1993 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 23 and December 14, 1992 at 7:00 p.m., in the council chambers in the city hall for the purpose of making and adopting a budget for 1993 and giving taxpayers an opportunity to be heard on the budget; and

WHEREAS, the said city council did meet at the established time and place and did consider the matter of the 1993 proposed budget; and

WHEREAS, the 1993 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 1993 and being sufficient to meet the various needs of Gig Harbor during 1993.

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

Section 1. The budget for the City of Gig Harbor, Washington, for the year 1993 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning cash balances for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 1993 are set forth in summary form below, and are hereby appropriated for expenditure during the year 1993 as set forth below:

Section 3. Attachment "A" is adopted as the 1993 personnel salary schedule.

Section 4. The city administrator/clerk is directed to transmit a certified copy of the 1993 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 5. This ordinance shall be in force and take effect five(5) days after its publication according to law.

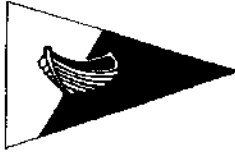
PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 14th day of December, 1992.

Gretchen A. Wilbert, Mayor

ATTEST:

Mark Hoppen
City Administrator/Clerk

Filed with city clerk: 11/9/92
Passed by the city council:
Date published:
Date effective:



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: Mayor Wilbert and City Council

FROM: Tom Enlow

DATE: December 14, 1992

SUBJECT: Additional changes to proposed 1993 budget

We finally received our official certification of assessed values and the computation of property taxes under the 106% limits from the county today. Our regular property tax revenues for 1993 is \$429,578 or about \$50,000 less than we had budgeted.

In our efforts to compensate for this shortfall, we determined that completion of Soundview Drive construction will require at least \$50,000 less from the Street fund than we had previously estimated. Therefore we made the following additional changes to the 1993 proposed budget:

- 1) General fund revenues, account 001-311-600, Real and Personal Property Tax decreased from \$480,000 to \$429,578 to reflect the new information from the county;
- 2) General fund, Non-Departmental expenditures, account 001-1-597-101, Transfer to Street decreased from \$194,464 to \$144,464 due to reduced moneys available for transfer;
- 3) Street fund, revenues, account 101-308-000, Beginning Fund Balance increased from \$208,000 to \$258,000 to reflect the revised estimate of Soundview Drive construction costs;
- 4) Street fund, revenues, account 101-397-001, Transfers from General fund decreased from \$194,464 to \$144,464 as noted in #2 above.

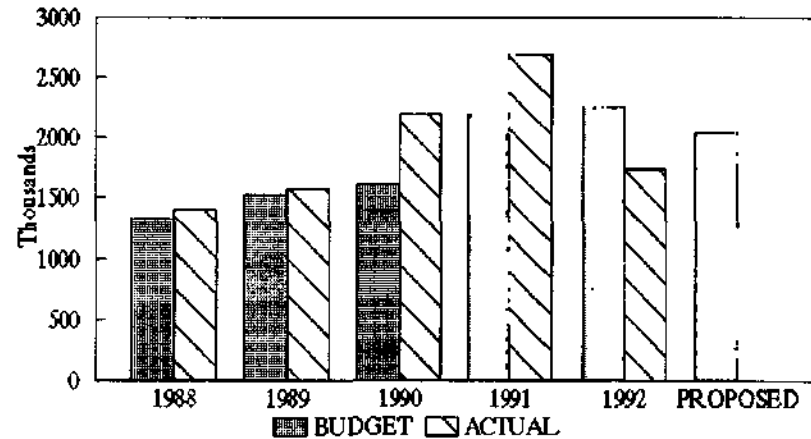
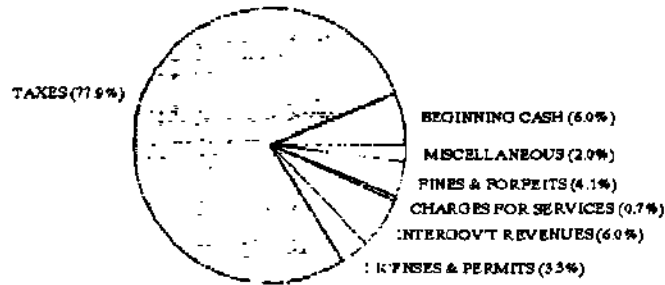
These changes result in a total decrease to the General fund and the overall budget of \$50,422. The total 1993 General fund budget is now \$2,046,271 and the total of all funds is \$9,678,457.

CITY OF GIG HARBOR
1993 BUDGET APPROPRIATIONS

FUND / DEPARTMENT	AMOUNT
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$449,294
02 LEGISLATIVE	12,620
03 MUNICIPAL COURT	159,946
04 ADMINISTRATIVE/FINANCIAL	237,618
06 POLICE	736,010
14 COMMUNITY DEVELOPMENT	212,642
15 PARKS AND RECREATION	114,766
16 BUILDING	24,900
19 ENDING FUND BALANCE	98,475
001 TOTAL GENERAL FUND	<u>2,046,271</u>
101 STREET FUND	713,464
105 DRUG INVESTIGATION FUND	11,250
107 HOTEL-MOTEL FUND	1,000
200 '78 GO BONDS - FIRE	21,000
201 '75 GO BONDS - SEWER	82,000
202 '85 GO BONDS - PW BLDG	30,700
203 '87 GO BONDS - SEWER CONSTR	588,612
208 91 GO BONDS - SOUNDVIEW DRIVE	100,000
301 GENERAL GOVT CAPITAL ASSETS	128,000
305 GENERAL GOVT CAPITAL IMPROVEMENT	76,000
401 WATER OPERATING	460,008
402 SEWER OPERATING	670,551
407 UTILITY RESERVE	414,000
408 '89 UTILITY BOND REMPTION FUND	416,271
410 SEWER CAPITAL CONSTRUCTION	1,700,000
411 STORM SEWER OPERATING	146,707
413 ADV REFUNDING BOND REDEMPTION	118,895
414 ULID #3 CONSTRUCTION	1,770,000
420 WATER CAPITAL ASSETS	179,588
605 LIGHTHOUSE MAINTENANCE TRUST	4,140
TOTAL ALL FUNDS	<u><u>\$9,678,457</u></u>

001 – GENERAL GOVERNMENT

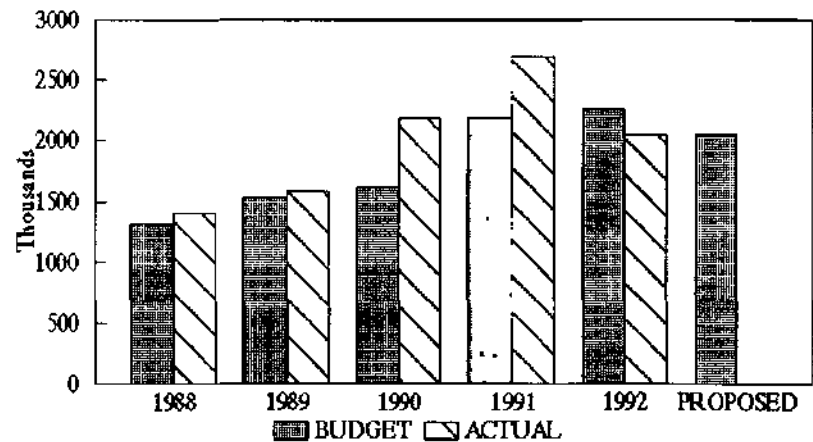
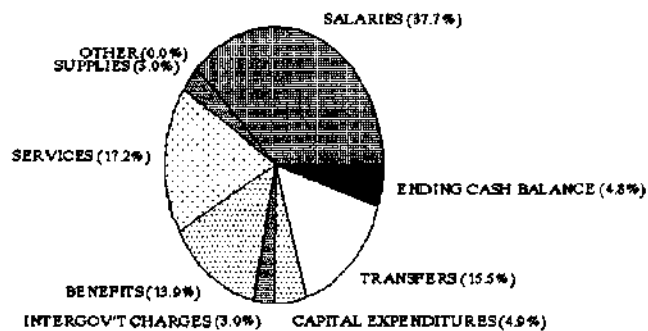
CATEGORY	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEPT	1993 BUDGET	
					DEPT REQ.	PROPOSED
REVENUES						
BEGINNING CASH	\$396,000	\$596,438	\$350,000	\$411,019	\$123,199	\$123,199
TAXES	1,451,800	1,458,000	1,552,240	1,028,965	1,588,478	1,594,968
LICENSES & PERMITS	76,250	91,343	61,250	64,239	68,200	68,200
INTERGOV'T REVENUES	117,490	116,649	123,780	96,795	122,444	122,444
CHARGES FOR SERVICES	15,150	29,970	18,650	7,288	13,410	13,410
FINES & FORFEITS	79,500	68,178	83,500	61,105	83,000	83,000
MISCELLANEOUS	26,200	64,173	31,700	29,916	41,050	41,050
TRANSFERS IN						
OTHER	33,000	263,523	36,000	32,992		
TOTAL REVENUES	1,799,390	2,091,837	1,907,120	1,321,300	1,916,582	1,923,072
TOTAL RESOURCES	2,195,390	2,688,275	2,257,120	1,732,319	2,039,781	2,046,271



(1992 ACTUAL IS THROUGH SEPTEMBER ONLY.)

001 - GENERAL GOVERNMENT

CATEGORY	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEPT	1993 BUDGET DEPT REQ.	PROPOSED
EXPENDITURES BY TYPE						
SALARIES	645,200	648,255	703,690	535,459	814,150	771,221
BENEFITS	227,405	202,272	244,030	175,485	300,347	283,695
SUPPLIES	47,580	50,282	51,750	34,641	69,726	62,226
SERVICES	227,935	224,454	277,600	160,180	378,029	350,999
INTERGOV'T CHARGES	33,300	37,911	44,700	29,933	62,206	62,206
CAPITAL EXPENDITURES	31,350	27,778	67,275	37,328	164,798	99,498
TRANSFERS	874,560	830,772	732,976	663,010	783,551	317,551
OTHER	16,400	256,955	11,900	27,925	400	400
TOTAL EXPENDITURES	2,103,730	2,278,679	2,133,921	1,663,962	2,573,207	1,947,796
ENDING CASH BALANCE	91,660	411,019	123,199	381,916	(533,426)	98,475
TOTAL USES	\$2,195,390	\$2,689,698	\$2,257,120	\$2,045,878	\$2,039,781	\$2,046,271

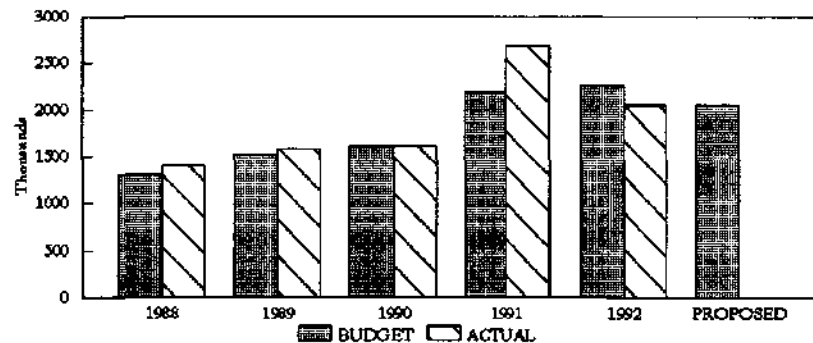
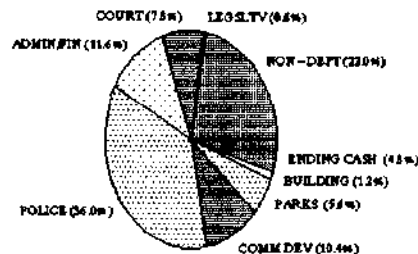


(1992 ACTUAL IS THROUGH SEPTEMBER ONLY.)

001 - GENERAL GOVERNMENT

CATEGORY	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEPT	1993 BUDGET DEPT REQ.	1993 BUDGET PROPOSED
DEPARTMENTAL EXPENDITURE SUMMARY						
NON-DEPARTMENTAL	\$923,540	\$1,135,505	\$794,276	\$711,671	\$919,294	\$449,294
LEGISLATIVE	11,600	9,666	14,300	9,227	12,620	12,620
MUNICIPAL COURT	117,515	120,572	141,500	94,959	165,427	159,946
ADMINISTRATIVE/FINANCE	207,085	208,585	240,680	180,344	237,618	237,618
POLICE	557,900	537,092	612,640	466,245	826,285	736,010
COMMUNITY DEVELOPMENT	165,400	160,928	204,650	140,465	219,297	212,642
PARKS & RECREATION	90,390	86,648	92,075	45,688	144,766	114,766
BUILDING	30,300	19,682	33,800	15,362	47,900	24,900
TOTAL EXPENDITURES	2,103,730	2,278,679	2,133,921	1,663,962	2,573,207	1,947,796
ENDING CASH BALANCE	91,660	411,019	123,199	381,916	(533,426)	98,475
TOTAL USES	\$2,195,390	\$2,689,698	\$2,257,120	\$2,045,878	\$2,039,781	\$2,046,271

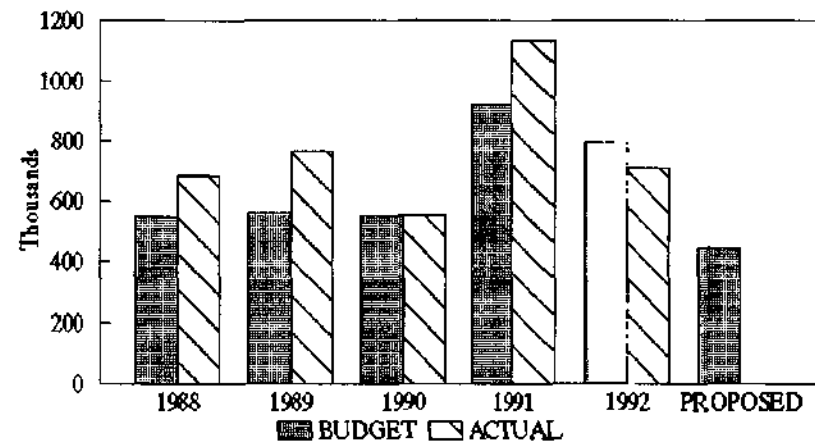
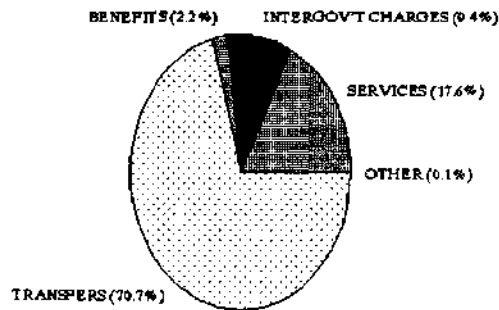
	1988	1989	1990	1991	1992	1993
BUDGETED STAFFING LEVEL	12.90	15.52	16.42	18.92	20.50	20.59



(1992 ACTUAL IS THROUGH SEPTEMBER ONLY.)

001 - GENERAL GOVERNMENT

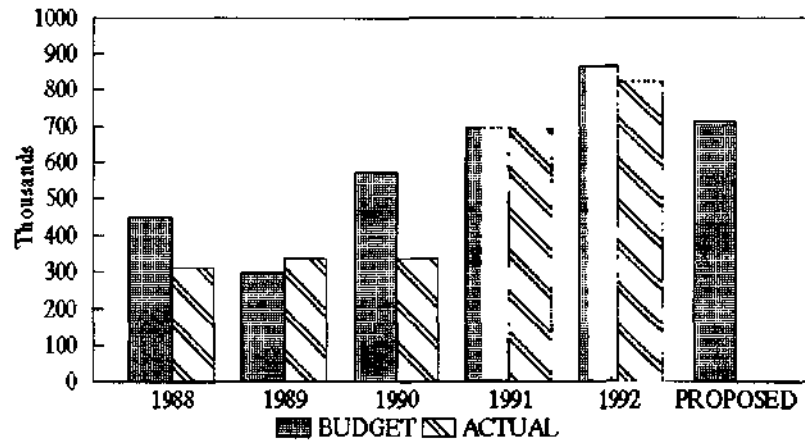
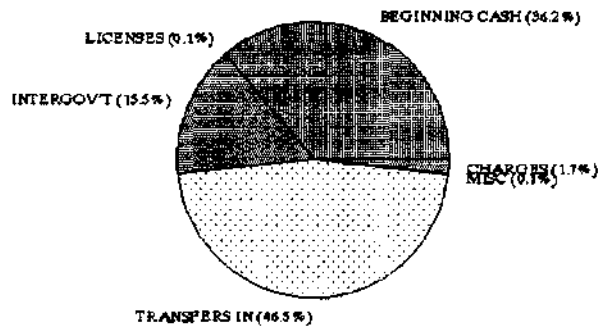
CATEGORY	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEPT	1993 BUDGET	
					DEPT REQ.	PROPOSED
NON-DEPARTMENTAL						
SALARIES	\$3,500	\$2,927	\$3,500			
BENEFITS	14,500	6,969	15,800	5,210	10,000	10,000
SUPPLIES		1,180				
SERVICES	8,880	26,066	8,500	6,753	83,237	79,237
INTERGOV'T CHARGES	21,700	24,203	33,100	17,877	42,106	42,106
CAPITAL EXPENDITURES						
TRANSFERS	874,560	830,772	732,976	663,010	783,551	317,551
OTHER	400	243,387	400	18,820	400	400
TOTAL EXPENDITURES	\$923,540	\$1,135,505	\$794,276	\$711,671	\$919,294	\$449,294



(1992 ACTUAL IS THROUGH SEPTEMBER ONLY.)

101 – STREET OPERATING FUND

CATEGORY	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEPT	1993 BUDGET	
					DEPT REQ.	PROPOSED
REVENUES						
BEGINNING CASH	\$40,000	\$74,565	\$228,500	\$219,631	\$258,000	\$258,000
TAXES						
LICENSES & PERMITS		345		750	500	500
INTERGOV'T REVENUES	199,340	165,430	114,445	72,356	110,500	110,500
CHARGES FOR SERVICES	5,000	170			12,000	12,000
FINES & FORFEITS						
MISCELLANEOUS	11,000	6,401		7,794	1,000	1,000
TRANSFERS IN	438,565	438,921	521,426	521,426	731,464	331,464
OTHER		5,102				
TOTAL REVENUES	653,905	616,369	635,871	602,326	855,464	455,464
TOTAL RESOURCES	693,905	690,934	864,371	821,957	1,113,464	713,464

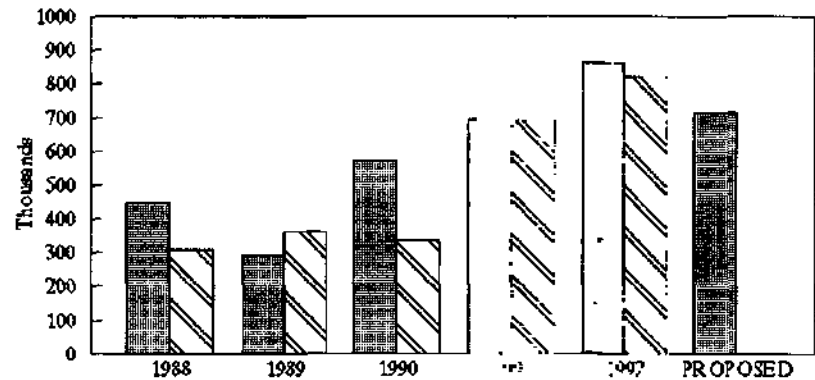
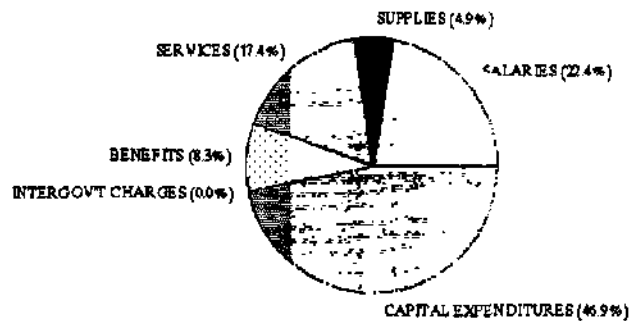


(1992 ACTUAL IS THROUGH SEPTEMBER ONLY.)

101 - STREET OPERATING FUND

CATEGORY	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEPT	1993 BUDGET DEPT REQ.	1993 BUDGET PROPOSED
EXPENDITURES BY TYPE						
SALARIES	131,470	113,773	126,743	79,555	159,684	159,684
BENEFITS	43,155	33,222	35,312	25,373	59,478	59,478
SUPPLIES	39,200	35,696	42,725	15,616	35,142	35,142
SERVICES	171,280	46,584	106,991	35,196	124,272	124,272
INTERGOV'T CHARGES		40	20,000	1,874	150	150
CAPITAL EXPENDITURES	308,800	240,632	532,600	137,638	734,738	334,738
TRANSFERS OUT						
OTHER		2,117				
TOTAL EXPENDITURES	693,905	472,064	864,371	295,252	1,113,464	713,464
ENDING CASH BALANCE		218,871		526,705		
TOTAL USES	\$693,905	\$690,934	\$864,371	\$821,957	\$1,113,464	\$713,464

BUDGETED STAFFING LEVEL	1988	1989	1990	1991	1992	1993
	3.31	3.68	3.33	3.98	4.05	4.71



001 - GENERAL FUND

FUND DEPT BASB ELEM OBJ SUB	ACCOUNT-TITLE	1990 BUDGET	1990 ACTUAL	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEP	1993 BUDGET DEPT REQ.	1993 BUDGET PROPOSED	
REVENUES										
001	0308 0000	BEGINNING FUND BALANCE	150,000	0	396,000	596,437	350,000	411,019	123,199	123,199
001	0311 0100	REAL & PERSONAL PROPERTY	261,385	263,620	330,000	310,604	381,240	196,136	429,578	429,578
001	0311 0600	DEFERRED PROPERTY TAXES	0	0	0	25	0	0		
001	0313 0100	LOCAL RETAIL SALES/USE TAX	728,000	906,019	906,000	931,408	947,000	653,433	900,000	900,000
001	0316 0300	FRANCHISE FEES	9,000	11,232	12,000	9,562	12,000	8,259	20,000	20,000
001	0316 0400	PRIVATE UTILITIES TAX	125,250	0	131,800	328	142,000	399		
001	0316 0410	ELECTRIC UTILITY TAXES	0	90,216	0	103,016	0	80,607	125,000	125,000
001	0316 0430	GAS UTILITY TAXES	0	12,808	0	13,378	0	13,607	16,000	16,000
001	0316 0470	TELEPHONE B&O TAXES	0	19,303	0	22,476	0	20,062	26,000	26,000
001	0317 0100	CITY UTILITIES TAX	40,650	39,730	41,000	42,794	45,000	36,210	46,900	53,390
001	0318 0500	GAMBLING EXCISE TAX	31,000	25,137	31,000	24,410	25,000	20,251	25,000	25,000
		TOTAL TAXES	1,195,285	1,368,065	1,451,800	1,458,000	1,552,240	1,028,965	1,588,478	1,594,968
001	0321 0100	ALCOHOLIC BEVERAGES	0	35	0	20	0	0		
001	0321 0600	BUSINESS LICENSES	6,000	4,639	6,000	5,305	6,000	5,578	5,500	5,500
001	0322 0100	BUILDING STRUCTURE & EQUIP.	62,000	119,362	70,000	85,233	55,000	58,458	62,500	62,500
001	0322 0300	ANIMAL LICENSES	200	250	250	205	250	195	200	200
001	0322 0400	ENCROACHMENT PERMIT	0	10	0	580	0	0		
001	0322 0910	CCW PERMIT FEE						8		
		TOTAL LICENSES & PERMITS	68,200	124,296	76,250	91,343	61,250	64,239	68,200	68,200
001	0335 0111	CRIMINAL JUSTICE - GFS	0	0	6,350	0	0	0		
001	0335 0112	CRIMINAL JUSTICE - MVET	0	0	8,000	0	0	0		
001	0335 0420	DCD - GROWTH MANAGEMNT	0	10,000	20,000	10,000	20,000	20,000	15,000	15,000
001	0335 0810	MOBILE HOME/TRL/CMP EXCISE TAX	500	639	500	789	600	506	500	500
001	0335 0830	MOTOR VEHICLE EXCISE TAX	48,000	43,441	49,080	48,652	58,100	40,620	60,000	60,000
001	0335 0850	SALES TAX EQUALIZATION	0	908	0	856	0	0		
001	0336 0694	LIQUOR EXCISE TAX	10,520	9,642	10,760	11,106	10,745	8,867	11,600	11,600
001	0336 0695	LIQUOR BOARD PROFITS	22,290	23,781	22,800	33,157	27,230	19,597	28,044	28,044

001 - GENERAL FUND

FUND	DEPT	BAS	ELEM	OBJ	SUB	ACCOUNT-TITLE	1990 BUDGET	1990 ACTUAL	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEP	1993 BUDGET DEPT REQ.	1993 BUDGET PROPOSED
001		0388	0110			CITIZEN'S DONATIONS	0	20	0	1,326	0	0		
001		0388	0111			CONTRIBUTIONS FOR DARE PROGRAM	27,000	20,876	33,000	19,264	36,000	14,155	0	0
						TOTAL NON REVENUES	27,000	93,581	33,000	263,523	36,000	32,992	0	0
001		0395	0100			PROCEEDS FROM SALE OF F/A	0	2,945	0	0	0	0		
						TOTAL OTHER FINANCING SOURCES	0	2,945	0	0	0	0	0	0
						TOTAL REVENUES	1,459,095	1,823,439	1,799,390	2,091,837	1,907,120	1,321,300	1,916,582	1,923,072
						TOTAL RESOURCES	1,609,095	1,823,439	2,195,390	2,688,274	2,257,120	1,732,319	2,039,781	2,046,271



001 - GENERAL FUND

FUND	DEPT	BASB	ELEM	OBJ	SUB	ACCOUNT-TITLE	1990 BUDGET	1990 ACTUAL	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEP	1993 BUDGET DEPT REQ.	1993 BUDGET PROPOSED
001	0001	0597	0101	0000	000	TRANSFER/STREET	247,126	224,426	438,565	438,565	276,426	276,426	527,464	144,464 ←
001	0001	0597	0103	0000	000	TRANS TO RISK MNGMT FUND	68,400	68,400	68,400	68,400	72,200	0		
001	0001	0597	0104	0000	000	TRANS/ MERIT SALARY	9,350	9,350	11,670	11,670	12,000	14,234		
001	0001	0597	0105	0000	000	TRANSFER TO DRUG INV FUND	0	0	0	0	0	0		
001	0001	0597	0106	0000	000	TRANSFER / KIMBALL-HUNT LID	12,000	12,000	0	0	0	0		
001	0001	0597	0202	0000	000	TRANSFER/ PW BONDS	0	0	29,325	29,325	27,500	27,500	30,700	30,700
001	0001	0597	0206	0000	000	TRANSFER TO KIMBALL LID	0	0	43,925	137	0	0		
001	0001	0597	0208	0000	000	TRANS/ SOUNDVIEW GO BONDS	0	0	0	0	119,450	119,450	100,000	100,000
001	0001	0597	0301	0000	000	TRANSFER TO CAPITAL PROJECTS	129,800	118,400	241,675	241,675	0	0		
001	0001	0597	0411	0000	000	TRANSFER TO STORM SEWER	40,650	40,650	41,000	41,000	225,400	225,400	125,387	42,387
						TOTAL OPERATING TRANSFERS OUT	507,326	473,226	874,560	830,772	732,976	663,010	783,551	317,551
						TOTAL NON-DEPARTMENTAL DEPT	554,498	587,544	923,540	1,135,505	794,276	711,671	919,294	449,294

001 - GENERAL FUND

FUND DEPT BASB ELEM OBJ SUB	ACCOUNT-TITLE	1990 BUDGET	1990 ACTUAL	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEP	1993 DEPT REQ.	BUDGET PROPOSED
	TOTAL BUILDING DEPT	22,500	19,170	30,300	19,682	33,800	15,362	47,900	24,900
	TOTAL EXPENDITURES	1,520,430	1,590,015	2,103,730	2,278,679	2,133,921	1,663,962	2,573,207	1,947,796
001	0019 0508 0000 0000 000 ENDING FUND BALANCE	88,685	596,437	91,660	411,019	123,199	381,916	(533,426)	98,475
	TOTAL USES	1,609,095	2,186,452	2,195,390	2,689,698	2,257,120	2,045,878	2,039,781	2,046,271



101 – STREET FUND

FUND DEPT BASB ELEM OBJ SUB	ACCOUNT – TITLE	1990 BUDGET	1990 ACTUAL	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEP	1993 BUDGET DEPT REQ.	1993 BUDGET PROPOSED	
REVENUES										
101	0308 0000	BEGINNING FUND BALANCE	25,390	0	40,000	74,565	228,500	219,631	258,000	258,000
101	0311 0100	REAL & PERSONAL PROPERTY TOTAL TAXES	0	0	0	0	0	0	0	0
101	0322 0400	ENCROACHMENT PERMIT TOTAL LICENSES & PERMITS	0	235	0	345	0	750	500	500
101	0331 0202	FAUS GRANT	0	0	29,500	0	29,500	0		
101	0336 0810	LOCAL VEH LICENSE TAX	0	0	0	0	9,906	24,000	24,000	
101	0336 0870	MOTOR VEHICLE FUEL TAX	39,025	42,790	57,820	54,808	57,715	40,145	59,000	59,000
101	0336 0880	MV FUEL TAX – ARTERIAL STREET	25,880	26,197	27,020	25,622	27,230	22,304	27,500	27,500
101	0338 0420	ROAD CONSTRUCTION SVCS – DOT	80,000	0	85,000	85,000	0	0		
		TOTAL INTERGOVERNMENTAL REVENUES	144,905	68,987	199,340	165,430	114,445	72,356	110,500	110,500
101	0341 0500	SALES OF PUBLICATIONS	0	580	0	170	0	0		
101	0343 0200	INSPECTION SERVICES	0	0	5,000	0	0	0	12,000	12,000
		TOTAL CHARGES FOR SERVICES	0	580	5,000	170	0	0	12,000	12,000
101	0361 0110	INVESTMENT INTEREST	1,000	1,218	1,000	1,597	0	7,794	1,000	1,000
101	0361 0112	RESTRICTED INV INTEREST	0	2,609	0	3,873	0	0		
101	0361 0113	INV INTEREST – SIDEWALKS	0	1,029	0	932	0	0		
101	0368 0100	DEVELOPMENT IMPACT ASSESSMENTS	0	0	10,000	0	0	0		
		TOTAL MISCELLANEOUS REVENUES	1,000	4,857	11,000	6,401	0	7,794	1,000	1,000
101	0385 0100	COLL OF ACCRUED ASSMT PRIN	0	0	0	113	0	0		
101	0385 0200	COLL OF ACCRUED ASSMT INT	0	0	0	19	0	0		
101	0388 0100	CONTRIBUTED CAPITAL – LOCAL	0	1,500	0	4,970	0	0		
		TOTAL NON REVENUES	0	1,500	0	5,102	0	0	0	0

101 - STREET FUND

FUND DEPT BASB ELEM OBJ SUB	ACCOUNT - TITLE	1990 BUDGET	1990 ACTUAL	1991 BUDGET	1991 ACTUAL	1992 BUDGET	1992 THRU SEP	1993 BUDGET DEPT REQ.	1993 BUDGET PROPOSED
101	0395 0100	0	8,500	0	0	0	0		
101	0397 0001	377,526	224,426	438,565	438,565	276,426	276,426	527,464	144,464
101	0397 0108	0	0	0	0	245,000	245,000		
101	0397 0204	20,350	21,468	0	130	0	0		
101	0397 0205	2,274	4,168	0	156	0	0		
101	0397 0301	0	0	0	0	0	0	128,000	117,000
101	0397 0305	0	0	0	0	0	0	76,000	70,000
101	0397 0601	0	0	0	70	0	0		
	TOTAL OTHER FINANCING SOURCES	400,150	258,562	438,565	438,921	521,426	521,426	731,464	331,464
	TOTAL REVENUES	546,055	334,721	653,905	616,369	635,871	602,326	855,464	455,464
	TOTAL RESOURCES	571,445	334,721	693,905	690,934	864,371	821,957	1,113,464	713,464
EXPENDITURES									
101	0017 0542 0000 0011 000	62,550	0	73,420	0	0	0		
101	0017 0542 0000 0012 000	2,300	0	2,000	0	0	0		
101	0017 0542 0000 0021 000	21,055	0	24,855	0	0	0		
101	0017 0542 0000 0031 000	35,200	0	32,200	0	0	0		
101	0017 0542 0000 0032 000	0	0	3,000	0	0	0		
101	0017 0542 0000 0035 000	500	0	500	0	0	0		
101	0017 0542 0000 0041 000	0	0	2,780	0	0	0		
101	0017 0542 0000 0042 000	850	0	850	0	0	0		
101	0017 0542 0000 0045 000	0	0	0	0	0	0		
101	0017 0542 0000 0047 000	7,300	0	7,000	0	0	0		
101	0017 0542 0000 0048 000	50,500	0	56,650	0	0	0		
101	0017 0542 0000 0064 000	1,500	0	300	0	0	0		
	TOTAL STREET MAINTENANCE	181,755	0	203,555	0	0	0	0	0
101	0017 0542 0300 0011 000	0	11,702	0	9,392	11,612	10,505	19,325	19,325
101	0017 0542 0300 0012 000	0	65	0	11	100	544	1,200	1,200