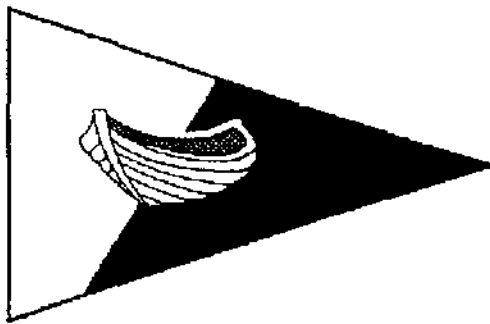


**GIG HARBOR  
CITY COUNCIL MEETING**



**APRIL 10, 1995**

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



**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**April 10, 1995 - 7:00 p.m.**

**PUBLIC COMMENT/DISCUSSION:**

**CALL TO ORDER:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE:**

1. Pierce Transit - Request to Select a Representative for the Board of Commissioners.
2. Request for Support - Mary K. Joyce.

**OLD BUSINESS:**

**NEW BUSINESS:**

1. Utility Extension Request - William Miller.
2. Utility Extension Request - Purdy Shopping Center.
3. Professional Services Contract Amendment - INCA Engineers.
4. Liquor License Renewals - Uddenberg Thriftway, Stockmarket Foods.

**MAYOR'S REPORT:**

Public Art and Design.

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

**APPROVAL OF BILLS:**

**EXECUTIVE SESSION:**

**ADJOURN:**



**REGULAR GIG HARBOR CITY COUNCIL MEETING OF MARCH 27, 1995**

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

**PUBLIC COMMENT / DISCUSSION:** None.

**CALL TO ORDER:** 7:02 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move approval of the minutes of the March 13, 1995 meeting as presented. Platt/Stevens Taylor - unanimously approved.

**CORRESPONDENCE:** None.

**OLD BUSINESS:**

1. Shoreline Permit 94-05 - Harborview Condo Marina. Mayor Gretchen Wilbert turned over the Public Hearing to Mayor Pro Tem Councilman Platt, and recused herself from this hearing. He asked if any Councilmember had any exparte communication on this item. There was no response. He then asked if anyone present challenged any Councilmembers presence on the panel. There was no response to his query. He opened the Public Hearing on this item at 7:06.

Ray Gilmore explained the addition of conditions 10 and 11 to the resolution as suggested by legal counsel. He asked that these conditions also be reflected in the shoreline permit if it were approved by Council.

Mayor Pro Tem Platt offered information that he had taken his 35' boat into the proposed project marina and had no difficulty in executing a turn around. He said he didn't see any reason not to approve the project with the addition of conditions 10 and 11.

**MOTION:** Move adoption of Resolution 442 with the addition of conditions 10 and 11. Platt/Picinich -

Mayor Pro Tem Platt read all the conditions aloud upon request from the audience.

Councilman Markovich pointed out that the number of parking stalls under 'B' of the Findings of Fact should be changed to the number 3 instead of 4.

Bob Frisbie - 9720 Woodworth. Mr. Frisbie asked a question about section 4.14.(A) allowing nonconforming development to continue. Staff explained that the parking was in fact, not being added to, and that the parking requirements were already in place.

Mayor Pro Tem Platt questioned legal counsel, Carol Morris, about the outside moorage spot. He suggested that the language in the resolution be changed to allow moorage at the end of the dock if the finalized outer harborline leaves less than the 18' space recommended by the Hearing Examiner.

Tom Semon - 13029 Pt. Richmond Beach Road. Mr. Semon said that the 12 foot setbacks only apply to sideline setbacks, not harborlines.

Carol Morris agreed that this should be addressed at this time, not at a later date. This information led to an amended motion.

John Paglia - 12924 Purdy Drive NW. Mr. Paglia said that the amendment should state that no vessel shall be moored fully or partially outside the outer harborline. He added that it was a tight turnaround if you have a wind or a larger vessel. He said he felt that the council was making a terrible mistake. He said that Mr. Ross was present at this meeting and should be heard from.

**AMENDED MOTION:** Move adoption of Resolution 442 with the addition of conditions 10 and 11 and a change in wording under Decisions, number 1 to read, "...no vessels shall be tied to the side of the dock in the required side yard setback and no vessels shall be tied to the end of the dock where any portion of the vessel exists outside the outer harborline.  
Platt/Ekberg -

Councilman Markovich questioned Mr. Ross about the information received that he was not opposed to the project as long as no boats were moored on his side of the dock. Mr. Ross said that was not the case, and that the 60' extension would wedge him out. He added that he could hardly get out now on a windy day. Since there was no further discussion, Mayor Pro Tem Platt called for the question.

**CALL FOR THE QUESTION:** The amended motion was passed by unanimous vote.

**MOTION:** Move to approve the Shoreline Development Permit with the addition of conditions 10 and 11 and change to language regarding end moorage to reflect the changes in the Resolution.  
Picinich/Ekberg - unanimously approved.

*Mayor Wilbert returned to the Council Chambers at this time.*

**NEW BUSINESS:**

1. Utility Request - Hific Center. Mark Hoppen presented this request by Jim Pasin and Terry Wambaugh to add an additional 9.62 ERUs to their recent utility extension to serve an additional four buildings. Dave Freeman, the project architect, gave a brief presentation of the proposed project and answered questions.

**MOTION:** Move we approve the Utility Extension Capacity Agreement, with waiver of right to protest LID, as presented.  
Markovich/Stevens Taylor - four voting in favor. Councilman Ekberg voting against.

2. Liquor License - Change of Corporate Officers, Hunan Gardens. No action taken.
3. Liquor License - Request to Add Class, Captain's Terrace. No action taken.

**MAYOR'S REPORT:**

Annexation Information Opportunity. Mayor Wilbert explained that due to the interest in annexations by citizens owning property within the UGA, two general information meetings had been scheduled during April and May.

**COUNCIL COMMENTS:**

Councilman Markovich stated he was sorry to see Councilperson Jeanne Stevens Taylor resign. He added that he appreciated her reasoning on issues and that it would be hard to find a replacement. Mayor Wilbert agreed and said that Jeanne has added an important dimension to Council meetings.

**STAFF REPORT:**

Ray Gilmore - Planning Department. Mr. Gilmore passed out copies of the sixth draft of the sign code revisions. He said that the Planning Commission will be adopting a resolution of findings and conclusions at a worksession Thursday night for recommendation to the Council. He said the schedule was to have the first reading and public hearing for the ordinance to adopt the changes at the last Council meeting in April, and the second reading would be left open in case a worksession was needed.

Councilmember Stevens Taylor asked legal counsel for a point of clarification. She asked if it was appropriate to speak to Planning Commission members outside a worksession regarding this item. Carol Morris stated that it was appropriate because a proposed ordinance was legislative in nature and Councilmembers could speak to anyone.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Annexation Information Opportunity - Pierce County Public Library on Point Fosdick on Wednesday, April 19th, 7:30, and Wednesday, May 31st, at 7:30.

**APPROVAL OF BILLS:**

**MOTION:** Move approval of warrants # 13861 through #13922 in the amount of \$39,387.59.  
Platt/Ekberg - unanimously approved.

**EXECUTIVE SESSION:**

**MOTION:** Move to go into Executive Session at 7:46 p.m. for the purpose of litigation, and property acquisition for approximately 10 minutes.  
Picinich/Markovich- unanimously approved.

**MOTION:** Move to return to regular session.  
Ekberg/Stevens Taylor - unanimously approved.

Councilman Ekberg asked legal counsel for clarification on how to obtain public input at a public hearing with the ability to close the public hearing, take the information for consideration at a later meeting without opening a second public hearing. Carol Morris told him that Council should open the public hearing portion of the meeting and allow people to give testimony, then should close the public hearing portion of the meeting, and do deliberations, asking questions of staff or other people as needed.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:12 p.m.  
Markovich/Picinich - unanimously approved.

Cassette recorder utilized.  
Tape 382 Side A 390 - end.  
Tape 382 Side B 000 - end.  
Tape 383 Side A 000 - 235.

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Mayor

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City Administrator





RECEIVED  
MAR 27 1995  
CITY OF GIG HARBOR

March 24, 1995

Gretchen Wilbert, Mayor  
Gig Harbor City Council  
P. O. Box 145  
Gig Harbor, WA 98335

Dear Mayor Wilbert:

Recently you were sent a letter from Pierce Transit requesting your Council's nomination of a representative to fill the at-large position elected by the eleven towns and cities within the Pierce Transit boundary.

Nominations received as of the March 22, 1995, deadline were:

1. Mary K. Joyce, City of Ruston
2. Kathy McVay, City of Fircrest
3. Kenneth Walters, City of Milton

At your next council meeting, please select one nominee from those provided. A certified copy of the council resolution or motion should accompany the enclosed ballot. Please forward the ballot and appropriate verification to Sandy Byers, Pierce Transit Clerk of the Board, on or before 5:00 p.m., May 1, 1995.

If you have any questions, please call Ms. Byers at 581-8012.

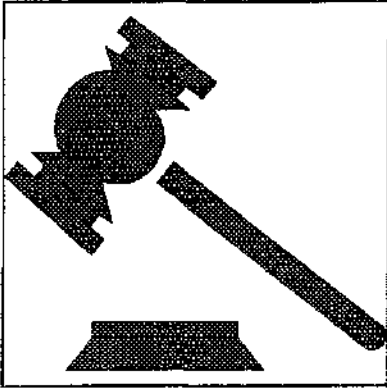
Sincerely,

*Robert W. Evans* / smd

Robert W. Evans, Chairman  
Pierce Transit Board of Commissioners

Enclosure

cc: Pierce Transit Board of Commissioners  
Don S. Monroe, Executive Director  
Sandy Byers, Clerk of the Board  
Gig Harbor City Administrator



## OFFICIAL BALLOT

Candidates: Mary K. Joyce, City of Ruston  
Kathy McVay, City of Fircrest  
Kenneth Walters, City of Milton

The town/city of \_\_\_\_\_ wishes to cast its vote  
for Councilmember \_\_\_\_\_ of the  
City of \_\_\_\_\_ to serve as a member  
of the Board of Commissioners for Pierce Transit for a three-year term, May 1, 1995, to  
April 30, 1998, representing the eleven towns and cities within the Pierce Transit  
boundary.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

This form should be accompanied by a certified copy of the council resolution or motion. Ballots must be received by Pierce Transit's Clerk of the Board by **5 p.m., May 1, 1995.**



# TOWN OF RUSTON

5117 NO. WINNIFRED

TACOMA, WASHINGTON 98407

PHONE (206) 759-3544

April 3, 1995

Mayor Grechen Wilbert & Council  
City of Gig Harbor  
P.O. Box 145  
Gig Harbor, WA 98335

Dear Mayor Wilbert and Councilmembers,

I am one of the candidates to represent small cities and towns on the Pierce Transit Board. I have served in this capacity for the past fifteen months and find the involvement both challenging and rewarding.

I would appreciate your support and your vote to continue to be your representative

Sincerely,

Mary Krilich Joyce

Post-it™ Fax Note	7671	Date	# of pages
To	MAYOR WILBERT	From	MARY K JOYCE
Co./Dept.		Co.	RUSTON, WA
Phone #		Phone #	759-3544
Fax #	251-8563	Fax #	759-3754





*City of Gig Harbor. The "Maritime City."*

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

**TO: MAYOR WILBERT, CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: MILLER SEWER/WATER REQUEST** *MW*  
**DATE: MARCH 31, 1995**

### **INFORMATION/BACKGROUND**

The attached letter and map was received from Mr. William Miller, requesting sanitary sewer and water extension to property at the northwest corner of 96th St., sewer from 96th Avenue and water from the city's water tank in this area. The owner is requesting sewer connection for one residential unit and water connection for a 3/4 " meter.

### **POLICY CONSIDERATIONS**

The property is located within the adopted city urban growth area and is designated residential. The use for the connection is single family residential. This request, for both water and sewer, is within the current capacity limitations of the system.

### **FISCAL CONSIDERATIONS**

The property would be served by the ULID #1 system and the rate paid for connection would be at \$2365/ERU, the current rate outside of existing ULID zones. Also, water would be provided at 1.5 times the inside rate.

### **RECOMMENDATION**

The staff recommendation is that the property described in Mr. Miller's letter of March 9, 1995 be approved for one ERU of city sanitary sewer service and for water service as per the attached utility extension/capacity agreement for sewer and water.

WHEN RECORDED RETURN TO:  
City of Gig Harbor  
Administrative Assistant  
3105 Judson Street  
Gig Harbor, WA 98335

UTILITY EXTENSION, CAPACITY AGREEMENT  
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this \_\_\_ day of April, 1995, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and William V. Miller, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility" and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit "A" and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility lines on Vernhardson (street or right-of-way) at the following location:

Northwest corner of 96th and Crescent Valley Drive

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer and Water Capacity Commitments. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system (1 ERU) 231 gallons per day average flow. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system.

The City agrees to reserve to the Owner this capacity for a period of 12 months ending on April, 1996, provided this agreement is signed and payment for sewer and water capacity commitments is received within 45 days after City Council approval of extending sewer and water capacity to the Owner's property. Sewer and water capacity shall not be committed beyond a three year period.

The city also agrees to provide to the Owner water service and reserves to the owner the right to connect service with a 3/4" meter.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 500.00 for sewer and the sum of \$ 500.00 for water, to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fees	
One year	Five percent	( 5%)
Two years	Ten percent	(10%)
Three years	Fifteen percent	(15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for water service capacity and less the five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer and water capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, and by paying the water service payment described in Sections 4 and 5, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities) and by paying the monthly water base charge for the service described in Section 4.

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. Connection Charges. The Owner agrees to pay the connection charges for water and for sewer, in addition to any costs of construction, plus time, materials and a ten percent fee, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. Annexation. Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;



- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment.

<input checked="" type="checkbox"/>	Single Family Residential	<input type="checkbox"/>	Multiple Family Residential
<input type="checkbox"/>	Business	<input type="checkbox"/>	Commercial
<input type="checkbox"/>	Industrial		

- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code and Building Regulations for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with

RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements to the utility (specify):

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1995.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Gretchen Wilbert

OWNER

*William V. Mills*  
\_\_\_\_\_

Name:

Title:

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, Mark Hoppen

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1995, before me personally appeared William V. Miller, to me known to be the individual described in and who executed the foregoing and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
*print name*  
NOTARY PUBLIC for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.

STATE OF WASHINGTON        )  
  )ss:  
COUNTY OF PIERCE         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1995, before me personally appeared Mayor and City Clerk of 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/she was authorized to execute said instrument.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

\_\_\_\_\_  
\_\_\_\_\_  
*print name*  
NOTARY PUBLIC for the State  
of Washington, residing at  
\_\_\_\_\_  
My commission expires \_\_\_\_\_.

City of Gig Harbor  
Dept. of Public Works  
Attn: Mr. Ben Yazici

March 9, 1995

Dear Sirs:

We are requesting that City services for sewer and water be provided for our use in building a new single family residence at the northwest corner of 96th. Street and Crescent Valley Drive. This property lies just outside the current City Limits and abutts the property occupying the Masonic Temple to the east side. We have attached a sketch and legal description of the property as exhibit "A". Also attached, on Exhibit "B" is a general idea of where we would like the hookup to be located (a ten foot easement exists for utilities and is in the process of being recorded).

We ask your consideration and early response to our request. Thank you.

Sincerely,

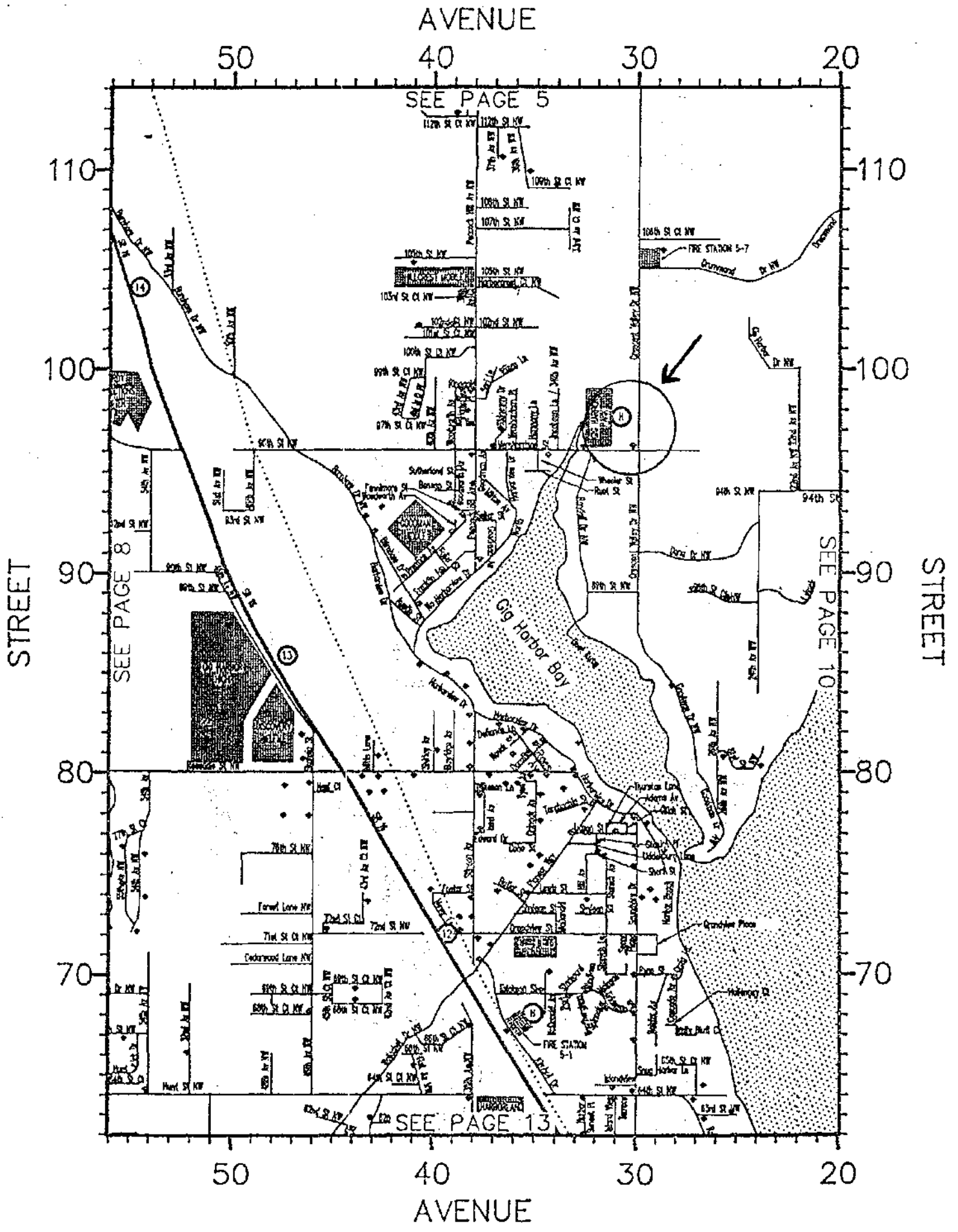
*William V. Miller*

Mr. & Mrs. William V. Miller

858-2620

Attachments:

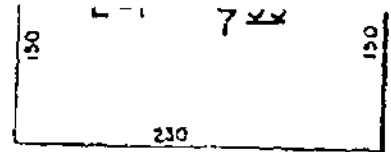
- 1) area map
- 2) plat map, SE 1/4 sec 32
- 3) exhibit "A"
- 4) exhibit "B"



CRESCENT LAKE

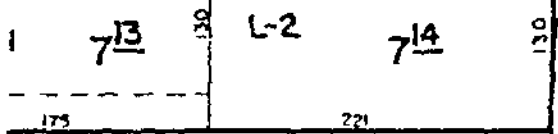
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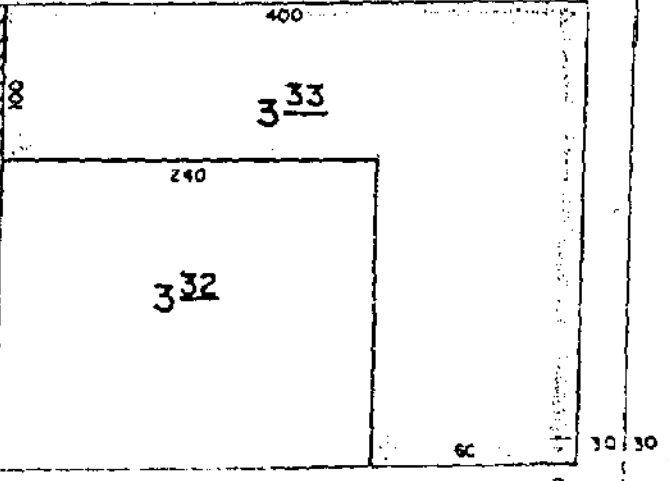
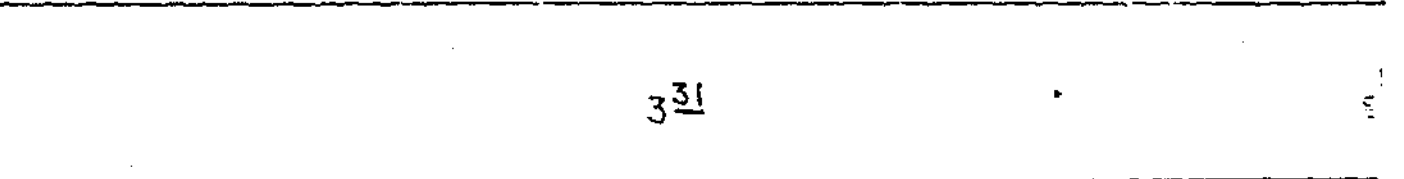
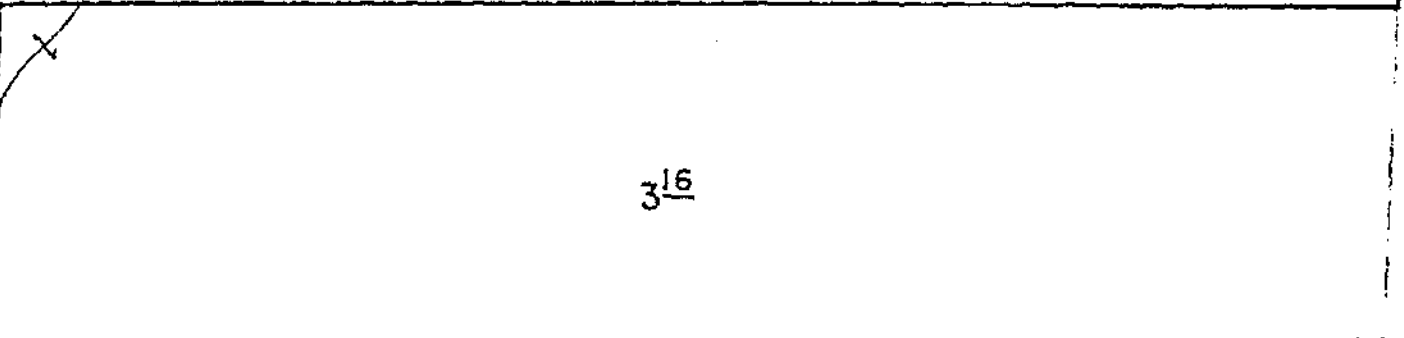


SHORT PLAT 87-10-08-0349

SHORT PLAT 89-02-10-0347

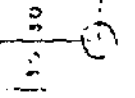


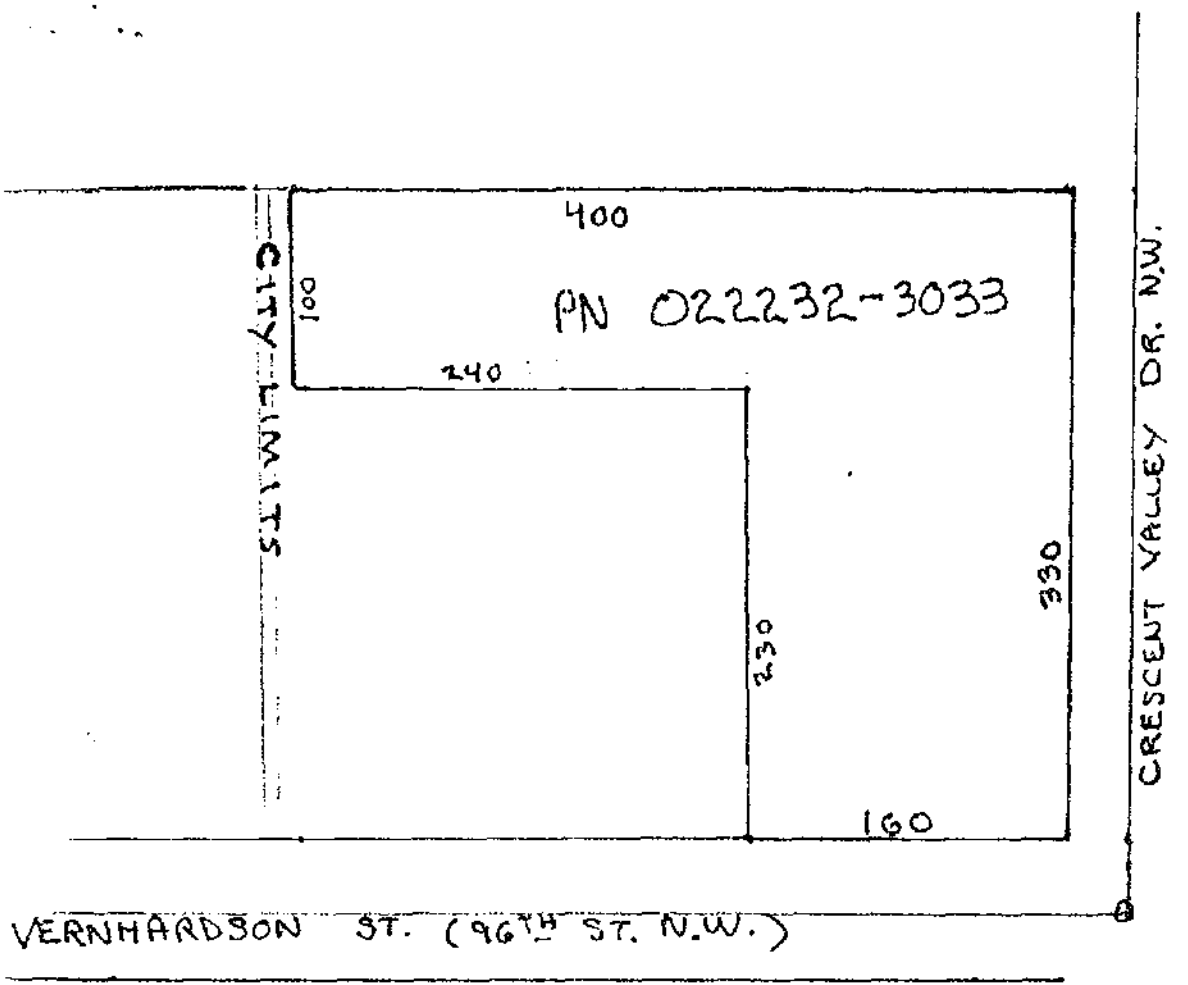
3<sup>128</sup>



CRESCENT VALLEY DRIVE

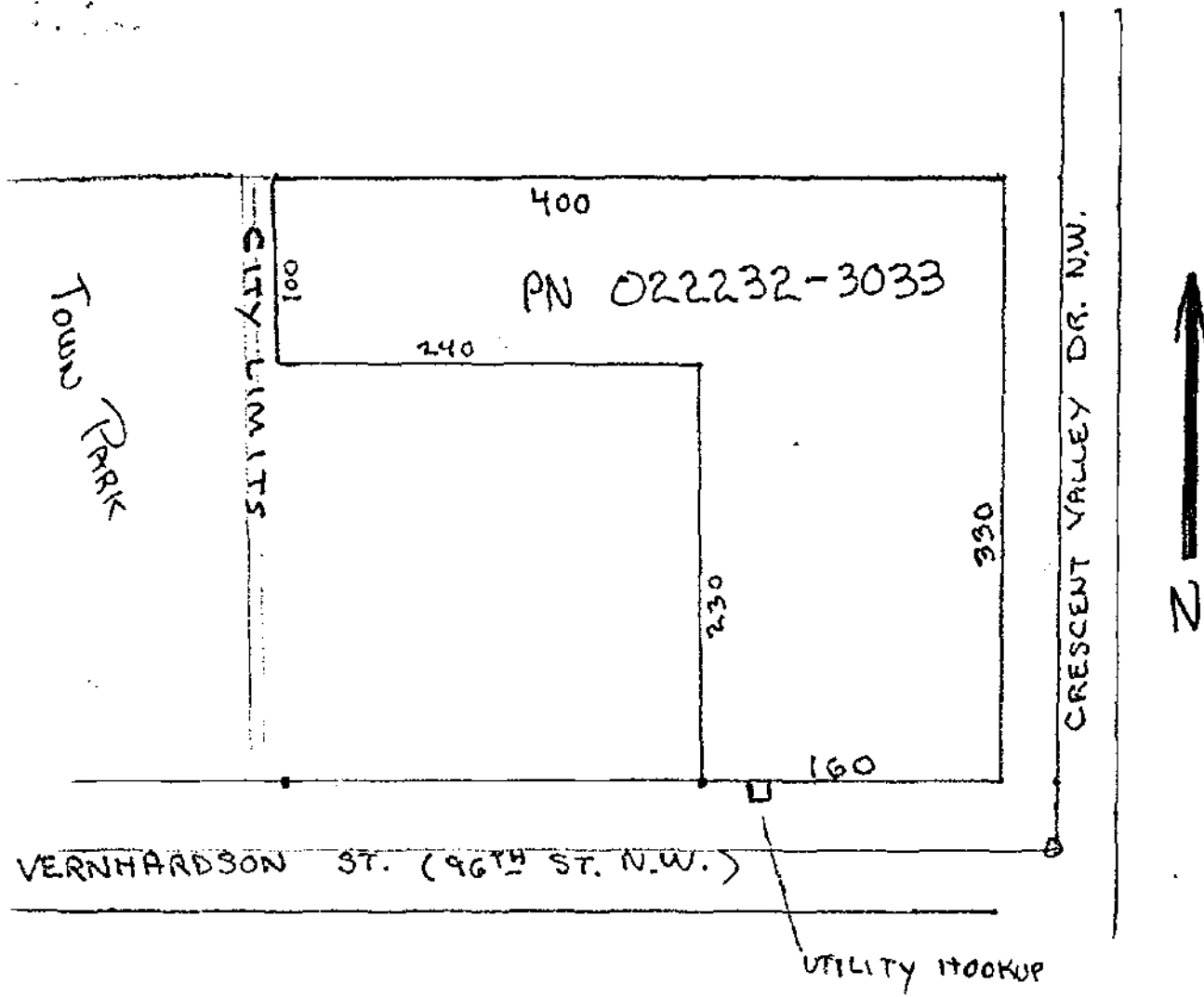
VERN HARDSON ST. (96th ST. N.W.)





BEGINNING AT THE SE CORNER OF THE SW QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M.; THENCE NORTH 330 FEET ALONG CENTERLINE OF SAID SECTION 32, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WEST 400 FEET ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 100 FEET ON A LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 32; THENCE SOUTH 230 FEET ON A LINE PARALLEL TO THE EAST BOUNDARY OF SAID TRACT TO THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE EAST 160 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT 107TH AVENUE N.W., AND EXCEPT 96TH STREET, N.W.





BEGINNING AT THE SE CORNER OF THE SW QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M.; THENCE NORTH 330 FEET ALONG CENTERLINE OF SAID SECTION 32, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE WEST 400 FEET ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 32; THENCE SOUTH 100 FEET ON A LINE PARALLEL TO THE SOUTH BOUNDARY OF SAID SECTION 32; THENCE SOUTH 230 FEET ON A LINE PARALLEL TO THE EAST BOUNDARY OF SAID TRAC TO THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE EAST 160 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT 107TH AVENUE N.W., AND EXCEPT 96TH STREET, N.W.

DESIRED LOCATION OF UTILITY HOOKUP LIES BETWEEN 15'-25' EAST OF THE SW CORNER OF THE PROPERTY, ON 96TH. STREET.





City of Gig Harbor. The "Maritime City."

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

**TO: MAYOR WILBERT, CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MHS*  
**SUBJECT: PURDY SHOPPING CENTER SEWER REQUEST**  
**DATE: MARCH 31, 1995**

### **INFORMATION/BACKGROUND**

Mr. Dave Morris, as representative and owner of the Purdy Shopping Center, immediately across Highway 302 from the city's Purdy Lift Station, is requesting to connect to city sewer. With his letter of request, Mr. Morris has included a number of letters relating to the shopping center's community septic drainfield, which is immediately uphill from the city's pump station. These letters indicate a history of significant problems with the drainfield since 1983. As of the most recent documented letter, the drainfield appears to be partially in operation.

At one time, Mr. Morris was granted the right by the city to connect the Purdy Shopping Center to the city system, along with (what is now) the Realty One site and with the eight acre triangle of property just north of Goodnough Drive. Only two contracts, for the latter two properties, were ever executed with the city. No contract with the Purdy Shopping Center was ever executed. At the time, the city did not believe that it could guarantee through contract the timely completion of the school district portion of the line.

The applicant indicates that the lift station is 50' from the sewage transport line (see attached map).

### **POLICY CONSIDERATIONS**

The policy issues surrounding this connection request are considerably larger than the connection request itself. The original extension to Purdy was granted by a differently constituted City of Gig Harbor City Council for three basic reasons: 1) for the school district; 2) for the possible eventual connection of residential areas along Henderson Bay; and 3) for the retail area adjacent to the bridge. The focus was on the needs of students and on the ecology of Burley Lagoon. Now, however, Pierce County has reduced our Urban Growth Area and excluded this area from our area of potential service.

The city is prohibited by Ordinance 660 from extending service outside of the UGA. Section 13.34.010 B. states:

After designation of the city's urban growth area boundary by the county as contemplated by RCW 36.70A.110, the city is prohibited from annexing territory beyond such boundary (RCW 35A.14.005). Therefore, the city's extension of water and sewer service outside the city's urban growth area is not appropriate under GHMC 13.34.060H.

Section 13.34.060H requires the utility applicant to sign an agreement not to protest annexation when requested by the city. No applicant can meet this requirement if outside the UGA.

The Pierce County Comprehensive Plan permits emergency extension of sewer outside of the UGA where "...sewer service will remedy ground water contamination and other health problems by replacing septic systems and community on-site sewage systems (UT-S Objective 14, p.VIII-75). Nothing in city ordinance #660, however, addresses such extensions. Moreover, this issue should necessitate clear coordination with Pierce County to address such issues in the future.

### **FISCAL CONSIDERATIONS**

The amount of flow required for this connection is unspecified, but is estimated to be between 1500 and 2500 gallons per day. The ordinance specifies that commercial flow in ERUs shall be calculated as the total interior square footage of the facilities divided by 1600 sq. ft. and that fast food establishments shall be calculated as one ERU for every nine seats. The current rate for connection in this area is \$2365 per ERU. This area is subject to latercomers fees, which will need to be calculated in the event of extension.

### **RECOMMENDATION**

Council would appear to have several alternatives, depending on which policy path Council chooses:

1) Council could refuse extension, but permit effluent transfer through pumping vehicle transport to the city's treatment plant upon completion of the treatment plant upgrade.

or

2) Council could refuse the extension until such time as Pierce County places this area into the city's UGA. Such an action, based on the emergency nature of the situation and the prior existence of the city system in the area, could presumably occur at the direction of Pierce County upon petition by applicants in the area.

or

3) Council could direct staff to establish criteria for emergency utility extension which would be suitable for inclusion in Section 13.34 GHMC. Upon the adoption of satisfactory criteria through ordinance, extension to the Shopping Center could be reconsidered.

DAVID R. MORRIS  
P.O. BOX 401  
GIG HARBOR, WA 98335

RECEIVED

MAR 22 1995

CITY OF GIG HARBOR

March 20, 1995

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

RE: REQUEST TO CONNECT THE PURDY SHOPPING CENTER SEWAGE EFFLUENT  
TO THE PURDY LEFT STATION

Dear Mark:

In order to give you a chronological perspective of the situation at the Purdy Shopping Center, I have enclosed a variety of materials dating from a County Health Department septic system failure notice of 12/5/83 to a memo from our system designer, Eric Davidson, dated 11/9/94. Also enclosed is a vicinity map showing the relative locations of the shopping center, our current drainfield, and proximity of both to the new Purdy lift station.

As you peruse these materials, you will see a pattern of system failures and attempted cures by the shopping center owners. The most recent failure apparently occurred in May of 1994. All recent repairs and correspondence surrounding the repairs allude to the future ability of the shopping center to connect into the excess capacity currently existing at the Purdy lift station.


To our knowledge, our emergency situation is unique and unprecedented. We have been in consistent contact with both the County Health Department and the City Public Works Director regarding this problem for several years. Our road crossing and current drainfield location are only a few feet from the Purdy lift station. The State Department of Ecology is closely monitoring our property because of it's proximity to the Burley Lagoon Estuary. The actual connection to the lift station would be as simple as running a line extension approximately 50 feet North from our road crossing directly into the lift station. We presented our case to the City Council in December of 1991 and received approval.

We now understand that when the County excluded the Purdy area from the UGA, utility connections to City services from "outside" the UGA may have to be processed through special City Council discretion. Please accept this letter as an Emergency Request for such discretion and consideration. We ask that you present our request at the next possible Council meeting.

PAGE TWO  
MARCH 20, 1995  
MARK HOPPEN

If you have further questions or comments, do not hesitate to contact me. In this matter I am the appointed representative of the Purdy Shopping Center, and I am also a 25% owner.

Sincerely,



David R. Morris

DRM/pat

c: Ben Yacizi  
Eric Davidson



# TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

*Community Based, Competitive, Integrated, Preventive*

*Governed by a local Board of Health*

Director of Health

FEDERICO CRUZ-URIBE, MD, MPH

May 16, 1994

OSS-91-2049

SEWAGE1

Sether-Morris Partnership  
P.O. Box 572  
Gig Harbor, WA 98335

RE: PROPERTY LOCATED AT 6707 TYEE DR NW (PURDY SHOPPING CENTER)

Dear Sether & Morris Partnership:

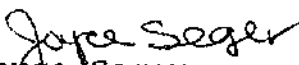
It has come to the attention of this department that your sewage disposal system at the above-referenced address is malfunctioning and is discharging onto the ground as confirmed by dye test May 10, 1994.

This condition is in violation of the Tacoma-Pierce County Board of Health Rules and Regulations, Resolution #87-900, and of Washington Administrative Code, (WAC) 246-272, and must be corrected. You must contact the Health Department with the name of your licensed designer within ten (10) days of the receipt of this letter. An application for a repair permit must be submitted to the Health Department within fifteen (15) days of the date of this letter. The installation of the system must be completed within ten (10) days of the date that the application is approved by the Health Department. If not corrected, further legal action may be necessary.

The Health Department must be contacted and a repair permit obtained prior to initiating the repair.

Please contact me at 591-6031 if you have any questions regarding this matter.

Sincerely,

  
Joyce Seger  
Environmental Health Specialist II  
Water Resources Section

JS:db

Sether.sw1

Enclosures

cc: David Morris

Eric Davidson, Designer



SEPTIC SYSTEM DESIGN ■ SITE EVALUATIONS ■ ENVIRONMENTAL STUDIES

16000 WILLOW ROAD S.E. ■ PORT ORCHARD, WA 98366 ■ TELEPHONE (206) 851-4011

11/9/94

Sanitarian:

re: 6707 Tye Dr NW (Purdy Shopping Center)

On 26 September 1994 NW Cascade pumped the effluent out of the siphon tank, cleaned the tank and siphon, moved the siphon over to the south outlet, capped the north outlet, primed the siphon and refilled the tank. I observed that the siphon operated when the fluid level reached a specific height in the tank. I returned one week later and found that siphon was continuing to operate. I intend to make monthly monitoring checks hereafter to assure that the siphon continues to operate and to check for any surfacing effluent in the drainfield.

Because legal challenges have not yet been resolved, a date for connection of the Purdy Shopping Center septic system to the new sewer system has not been determined.

A handwritten signature in cursive script that reads 'Eric Davidson'.

Eric Davidson

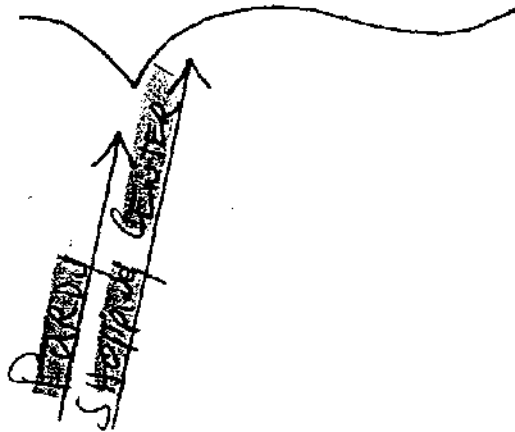
copy to Dave Morris



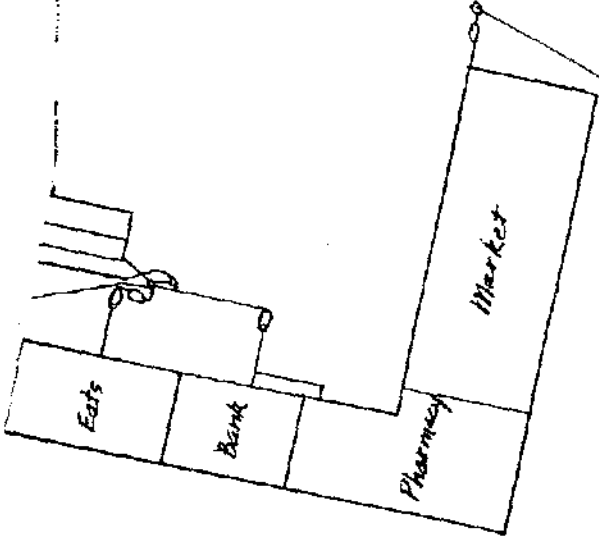
AA - PERCE CO. HEALTH DEPT.  
COMMUNITY HEALTH DIVISION

JUN 27 1983

RECEIVED



Existing house



Drain field

155 road

Eric Davidson 4/11  
24 June 83 rev

Purdy Shopping Center  
Sewage Disposal System  
at  
6707 Tyee Dr NW  
Gig Harbor, WA  
Designed by

Eric Davidson  
18000 Willow Rd SE  
Port Orchard, WA  
Ph 351-4011

Plot 6





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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: BEN YAZICI, DIRECTOR OF PUBLIC WORKS** *BY*  
**SUBJECT: PROFESSIONAL SERVICES CONTRACT AMENDMENT, INCA ENGINEERS**  
**DATE: MARCH 28, 1995**

## **INTRODUCTION**

Inca Engineers Inc. had incurred an additional cost during the design phase of the North Harborview Drive project that was beyond the scope of work in our contract. They brought this issue to my attention. We discovered that this additional cost was incurred due to Washington Natural Gas Company's inaccurate locate of their facilities. Inca Engineers Inc. claimed that they incurred an additional cost of \$15,817.96. We forwarded this bill to Washington Natural Gas Company and they have already paid this amount to the City. In order for us to make payment to Inca Engineers Inc., we need to amend the existing professional services agreement. Before you is the amendment to the existing agreement, which I am recommending for your approval.

## **BACKGROUND/ISSUES**

Inca Engineers called all utility companies to locate their facilities on North Harborview Drive before they started the design work. All utility companies, City of Gig Harbor's water, sewer and storm, PTI, VIACOM, Peninsula Light's underground conduits, accurately located their facilities. Washington Natural Gas Company did locate their service lines, but not the high pressure gas mains.

Based upon the given information, Inca Engineers designed new water and storm drainage lines on North Harborview Drive and sent plans to the Utility companies for review and comments. Washington Natural Gas Company indicated to Inca that some of the new water and storm lines were in conflict with the existing high pressure gas main and they sent a copy of the as-built records of the high pressure gas main. Inca then compared the as-built records of the high pressure gas main against the location of the new water and storm lines. It was discovered that all new utilities were in conflict with the high pressure gas main and the new utilities would have to be redesigned.

Inca Engineers redesigned the water line and storm drain system to avoid the high pressure gas mains as much as possible and sent a new plan set to Washington Natural Gas. At this time, we requested Washington Natural Gas to pot hole the crossings of the new utility lines with the high pressure gas mains to make sure that there were no conflicts.

When the pot holing was completed, it was discovered that the as-build records of Washington Natural Gas were not correct and the new water and storm lines would have to be redesigned a third time.

During the third redesign process, Inca Engineers had incurred approximately a \$16,000 additional cost that was beyond the scope of our contract. They sent us the bill and in return, we forwarded the bill to Washington Natural Gas Company. Washington Natural Gas Company paid the entire amount of the bill. In order for us to send a check to Inca Engineers, we need to amend the existing professional services agreement, by increasing the compensation amount equal to the amount of payment made by Washington Natural Gas Company. For this reason, this amendment is before you.

## **POLICY ISSUE**

We have franchise agreements with the utility companies to place their lines within the City right-of-way. If a utility company causes us an additional cost like this, we are certainly eligible for the reimbursement of such costs.

We had two choices in dealing with this Washington Natural Gas Company problem. We could assume that what Washington Natural Gas Company gave us was thorough and accurate information and proceed with the final design of the project, or we could continually verify the information provided to us. We chose the later option for the following reasons:

If the conflict was discovered on the field during the construction of the project, it would cause extensive delays and extreme costs to the project. Washington Natural Gas Company would probably have to pay hundreds of thousand of dollars to resolve such conflicts during the construction stage and we would have to deal with unnecessary delays to the project.

It has been our policy to identify utility conflicts at the design stage as much as possible. We will continue to implement this policy.

I also want to express to you that there is no such thing as a perfect plan. Regardless how hard we try to avoid these conflicts during the design stage, we still have a number of them to deal with at the construction stage. All we can do is to minimize these conflicts as much as it is possible.

As part of our franchise negotiations with Washington Natural Gas Company, we are insisting that they keep a good record of what they put in ground within our right-of-way.

## **FISCAL IMPACT**

Approving this amendment to the existing professional services contract has no financial impact to the city. Washington Natural Gas Company is paying the entire amount of the Inca's claim.

## **RECOMMENDATION**

I recommend a Council motion to authorize the Mayor to sign the amendment to the existing professional services contract with Inca Engineers Inc. and make payment to Inca Engineers in the amount of \$15,817.96.



RECEIVED

MAR 21 1995

CITY OF GIG HARBOR

March 24, 1995

Mr. Mark Hoppen  
City Administrator, Gig Harbor  
3105 Judson St.  
P.O. Box 145  
Gig Harbor, Wash. 98335

Subject: Harborview Drive Out of Scope Services

Greetings, Mark:

Enclosed is the check in the amount of \$15,817.96 for the out of scope services performed on the Harborview Drive project as referred in the February 24, 1995 memo from Inca Engineers.

Needless to say, we will continue to avail ourselves to you to avoid these types of occurrences. Our objective is to serve the citizens of Gig Harbor at the least cost possible, for all parties concerned: the city, the company, and the customer.

Please call me at 1-800-999-4964, ext. 2367, if I can be of further assistance. Thank you for your patience, and your cooperation.

Sincerely,

Dom Amor  
Local Government Relations  
Washington Natural Gas Company

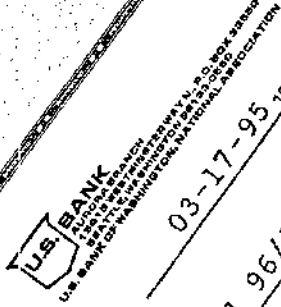
enclosure

**MERCER INSURANCE CO.**  
**ALLIED PACIFIC ADJUSTING GROUP**  
8500 GREENWOOD AVE., N. 789-7400  
SEATTLE, WA 98103

PAY TO THE ORDER OF

Fifteen Thousand Eight Hundred Seventeen and 96/100  
CITY OF GIG HARBOR  
3105 JUDSON STREET  
GIG HARBOR, WA 98335

CLAIM 95F00513  
00325413



03-17-95 19

TWO SIGNATURES REQUIRED OVER \$10,000.00

DOLLARS \$ 15,817.<sup>06</sup>

3264

18-10  
7250 015

**FAX COVER SHEET**

<b>TO:</b>	<u>BEN YAZICI</u>	<b>FROM:</b>	<u>Mike Clark</u>
	<u>CITY OF GIG HARBOR</u>		
			<u>INCA Engineers, Inc.</u>
Phone	<u>851-8145</u>	Phone	<u>(206) 635-1000</u>
Fax No.	<u>851-8563</u>	Fax No.	<u>(206) 635-1150</u>
Date	<u>April 5, 1995</u>	Proj No.	<u>94038</u>
Time	<u>11:30</u>	Subject	<u>North Harborview Drive</u>

Total number of pages transmitted,  
including this cover sheet

3

Original to follow? Yes  No

Please call us if you do not receive all pages or have any difficulty receiving this fax.

**Notes:**

Ben, attached is the revised exhibit B for the supplemental agreement.

This facsimile transmission (and the materials attached to it) are private and confidential. The information contained in the material is privileged and is intended only for the use of the individual(s) or entity(ies) named on this sheet. If the reader of this cover sheet is not the intended recipient, be advised that the unauthorized use, disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this facsimile transmission in error, please immediately notify the sender above to arrange for the return of the transmitted material

**INCA Engineers, Inc. • 1120 N.E. Second Street • Bellevue, WA 98004**

## EXHIBIT "B"



April 5, 1995

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

**Attention: Ben Yazici, P.E.**

**Subject: North Harborview Drive**

Dear Ben:

As you know, INCA has exceeded the engineering budget on this project. INCA has spent an additional \$15,818 to design this project because of project complications relating to conflicts with WNG facilities. INCA has been required to redesign elements of the project due to inaccurate information and conflicts. INCA made every attempt to identify the exact location of this utility before design, but the initial data obtained was not accurate enough for INCA to complete the design and additional investigations and redesigns were required. The additional work has been completed and occurred between June 1994 and December 1994. The following is a brief summary of our efforts regarding this issue.

In June 1994, before the field survey and base mapping phase of the project, INCA requested through one call locators that all underground utilities be painted on the ground so our survey crew could survey the locations of the subsurface utilities. INCA surveyors located all water, storm, gas, telephone and power lines that were marked in the field and completed the basemap. INCA was very concerned about this issue since underground utility conflicts would be critical in this project due to the extensive underground work involved.

INCA completed a design that included roadway alignment, waterline, and storm drain lines based upon the utility information mapped. The preliminary plans were then sent to the utility companies on September 23, 1994, to coordinate utility conflicts with the proposed improvements. Washington Natural Gas sent back our plans on October 4, 1994, with a set of as-built drawings identifying a high pressure gas (HPG) main from Harborview Drive to Peacock Hill and indicated that this was a critical line that would take several months to coordinate a relocation. INCA's survey crew did not observe any HPG main markings in this location during the field survey. As it turned out, all



**EXHIBIT "B"**

Ben Yazici, P.E.  
City of Gig Harbor  
April 5, 1995  
Page 2



of the proposed waterline and storm drain lines designed were in conflict with the gas main. Therefore, INCA had to redesign the water and storm drain systems.

INCA redesigned the waterline and storm drain system to avoid gas mains as much as possible and sent a new plan set to WNG on October 24, 1994. INCA requested WNG to pot hole and verify the location of the gas mains where there were remaining crossings (about 6 locations). The pot holing was completed on December 1, 1994, and it was determined that the gas main was not constructed as identified on the as built and there were still conflicts with the redesigned storm drain and waterline systems. INCA was again required to redesign a portion of these systems to avoid the gas mains. INCA revised the plans and sent WNG a final version in December 1994.

The work has been completed. The actual number of hours and associated cost to complete the additional work is summarized on the attached project manhour estimate. Since all of this work was outside the scope of our contract, INCA respectfully requests that the City approve our request for a fee adjustment of \$15,818 and proceed with the necessary efforts to amend our contract.

Sincerely,

**INCA Engineers, Inc.**

A handwritten signature in black ink, appearing to read "Michael Clark".

Michael Clark, P. E.  
Project Manager

MDC:csz

Enclosures



CO90080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 4/03/95

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
FOR EXPIRATION DATE OF 6/30/95

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 KEITH UDDENBERG, INC.	KEITH UDDENBERG THRIFTWAY 3110 JUDSON AVE GIG HARBOR WA 98335 0000	362719	E F
2 KEITH UDDENBERG, INC.	STOCK MARKET FOODS #332 5500 OLYMPIC DR BLDG B GIG HARBOR WA 98335 0000	076448	E F

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on JUNE 30, 1995. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010(6)). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and JUNE 30, 1995, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor  
License Division  
Enclosures

MAYOR OF GIG HARBOR  
P.O. BOX 145  
GIG HARBOR

WA 983350145

## MAYOR'S REPORT

April 10, 1995

### PUBLIC ART AND DESIGN

In most cities around the world, "public art" and "design in planning" work together to create the elements of a pleasant place to live. Gig Harbor is no exception.

Also, we have been enjoying public/private partnerships of one kind or another to create some useful and pleasing environments. Let us take a look at what has been created in the past, where we are now, and what opportunities the future may hold.

#### An Inventory of Public Art and Design Within the City

- The anchor atop the stone structure at Jerisich Park honoring the first Slavonian settler in Gig Harbor.
- A gift of tapestry to the city by Floyd and Margreth Brewer is still looking for an appropriate location to be displayed.
- The Tom Torrens wood and iron sculpture in the garden at the entrance to city hall.
- The Pirate Ship and Big Toy in the City Park.
- The CITY HALL and POLICE signs on the grounds of our municipal building were created by the sand blasting artists at Toby Signs and refurbished by American Sign Company, and the JERISICH PARK sign, donated by American Sign.
- The Ruth Bogue Platform at the Uddenberg Street end.
- The architecture and texture of materials in the City Hall structure itself.
- The landscaping design at the City Hall entrance.
- The Jerisich Park dock and the City Park.
- All the items hanging in the Council Chambers were gifts to the city. (Most other artwork in City Hall is privately owned by Mayor and staff.)

#### Private Sector Shapes Community Design

I would be remiss if I did not mention the importance the private sector plays in the design of a community.

- The streetscape on Kimball Drive shows us the importance of street trees as a design component of an urban forest.
- The restrooms and flag at Jerisich Park, gifts from the Rotary Club.
- The Welcome Signs at each entrance to the City constructed and maintained by Citizens Against Litter (C.A.L.), Kiwanis, Lions, and Rotary.
- The planting of flowers and trees by the Scouts, C.A.L., Garden Clubs and the Fortnightly Club.
- The owners of apartment houses, professional buildings and shopping centers who have chosen to landscape their properties.

## Future Opportunities for Public Art

This year's budget provides funds for the improvements of the Harborview Street End. One idea suggested for the viewpoint is a bronze statue depicting four generations of a fishing family waving farewell as the fishing fleet leaves to fish the northern waters. Two bronzework artists have knocked on my door within the past three years with a similar idea. The cost has not been calculated for such a work.

Since the completion of the City Hall addition in 1992, the back wall in the foyer looks like it would welcome some art work. For the past two years we have provided the opportunity to any artist to display a work for a short period of time. The only requirement was for the work to present a Harbor Theme.

The piece presently hanging is a watercolor print by local artist, Sandra Newhouse. It appears to be the favorite, so far, of visitors and staff. The purchase price is \$500. The artist would change the glass to non-glare if the City is interested in a purchase. The title is "Harbor Morning".

The Finholm Hillclimb, at the Fuller Street end from the North Harborview parking lot to Franklin Avenue, is a project being planned by the Gig Harbor Lions Club in cooperation with the City to honor the contributions of the Finholm family to the welfare of the community for four generations.

We have no funds in the budget this year to spend on public art. This is a planning time and a time for council comments.

This report is intended to open discussion within the community. Pleasing design created by individuals, groups and business owners aimed at enhancing the natural beauty of our community is appreciated by all.

Our public/private partnership is working to keep the property values stable and provide a very pleasant place to live. Pleasing art form and design should remain a valued community resource. The City Council has the opportunity to do all they can to honor and protect the 100 year history of pleasing design provided by man and nature.

