

**GIG HARBOR
CITY COUNCIL MEETING**



July 14, 1997

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
July 14, 1997 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

SPECIAL PRESENTATION: Historical / Cultural Activities at the Borgen Property.

PUBLIC HEARING: Continuation of Six-Month Sewer Connection Moratorium.

CALL TO ORDER: .

SWEARING IN CEREMONY: Officer Matthew Dougil and Officer David Crocker.

APPROVAL OF MINUTES:

CORRESPONDENCE / PROCLAMATIONS:

1. Bob Sullivan, GHHS Art Instructor.

OLD BUSINESS:

1. Gig Harbor Peninsula Historical Society Lease.

NEW BUSINESS:

1. Resolution - Copy Fees.
2. First Reading - Ordinance Adopting Findings and Facts for a Continued Imposition of the Six-Month Sewer Moratorium.
3. Resolution - Extending Commitment Periods in Existing Utility Extension and Sewer Capacity Agreements.
4. Liquor License Assumption - The Keeping Room.
5. Special Occasion Liquor License - Peninsula High School Booster Club.

MAYOR'S REPORT: 1998 Planning Retreat.

COUNCIL COMMENTS:

STAFF REPORTS:

Chief Mitch Barker - GHPD.

ANNOUNCEMENTS OF OTHER MEETINGS:

Three Part Series on Boats / Marinas - Potential Water Pollutants

- 1) July 15th - Meet at Henderson Bay Alternative School 4:00 p.m.
- 2) July 21st - Gig Harbor City Hall - 6:30 p.m.
- 3) July 31st - Gig Harbor City Hall - 6:30 p.m.

APPROVAL OF BILLS:

APPROVAL OF PAYROLL:

EXECUTIVE SESSION: For the purpose of discussing litigation, potential litigation, and property acquisition.

ADJOURN:

Post-Net Fax Note 7672

To: MAYOR GRETCHEN WILBERT
Company: CITY OF GIG HARBOR

No. of Pages	1	Today's Date		Time	
From	JON ORTGIESEN				
Company					
Location		Dept. Charge			
Fax #	582-7461	798-4796			
Original Disposition:	<input type="checkbox"/> Destroy	<input type="checkbox"/> Return	<input type="checkbox"/> Call for pickup		

Fax # 851-8563 Telephone #

HIT HOME PHONE IS 857-7890

Date July 7, 1997

To: Mayor Gretchen Wilbert / City of Gig Harbor

From: Jon Ortgiesen

Subject: Council meeting July 14, 1997 / Borgen lumber yard acquisition

Dear Mayor Wilbert:

For the July 14th meeting, I would like to make a presentation informing the Council of my intentions to acquire the old Borgen lumber yard property and turn it into a Cultural Center for the Gig Harbor Community. The Center would provide a place for Concerts, Historical exhibits, Art displays, Fairs, Craft shows, and other Cultural events.

I have had numerous conversations with Mrs. Borgen and she is very supportive and enthusiastic about what I have in mind. She also said this proposed Center is something George would have liked to have seen done with the property.

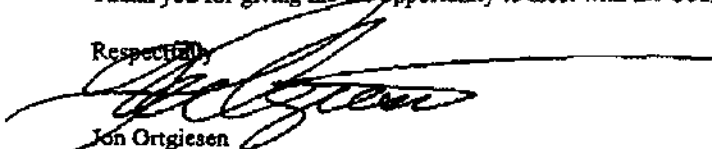
I am working with a number of Civic groups to put a package together. These groups include the Cultural Arts Commission, Historical Society and many business organizations.

My presentation to the Council will include a request that they provide some form of financial support to get the project started in the right direction.

Please let me know the time for my presentation.

Thank you for giving me the opportunity to meet with the Council

Respectfully



Jon Ortgiesen
2814 Slippery Hill DR. NW
Gig Harbor, Wa. 98332

cc. Mark Hoppen

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JUNE 23, 1997

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

PUBLIC COMMENT:

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich voiced his concerns on the issue of open burning. He asked how the Burn Ban boundary line had come into existence and who had authority to regulate burning. Ray Gilmore explained that the State Air Pollution Control Agency determined the boundaries, and had adopted the Urban Growth Area Boundary lines as their burning guideline boundaries. He added that they also had control over regulating outdoor burning.

Wade Perrow - 9119 North Harborview Drive. Mr. Perrow asked for clarification on Ordinance 759, regarding the sewer moratorium. He explained that his project, located in the Gig Harbor North Annexation area, was currently under construction, but that he was concerned that the moratorium would affect his building and pending tenant occupation. Wes Hill assured him, Lisa Mitchell, and Leo Schultz, that the project was vested, and that tenant improvement permits would not trigger the sewer moratorium. Carol Morris, Legal Counsel, offered to give a written interpretation to clarify these issues.

SPECIAL PRESENTATION: Gig Harbor-Key Peninsula Cultural Arts Commission.

No one was present to make this presentation.

PUBLIC HEARING: Emergency Amendment to City of Gig Harbor Comprehensive Plan - Transportation Element.

Mayor Wilbert opened this public hearing at 7:32 p.m. Ray Gilmore, Planning Director, gave a brief overview of the events leading to this Emergency Amendment. He explained that comments and concerns from Puget Sound Regional Council had triggered the amendments to the Transportation Element of the Comp Plan to clarify general policy, which is required to be submitted by July 24, 1997, in order to avoid jeopardizing the TIB funding for the years 1998 through 2000.

Mayor Wilbert opened the hearing for public comment.

Paul Cyr - 55th St. Ct. NW. Mr. Cyr asked if emergency measures were not taken, what the effect would be on the TIB funding for the East-West Road. Wes Hill explained that the city had not applied for TIB funding for the East-West Road, but if application was made in the future, funding could be jeopardized. He added that an application for TIB funds for the Kimball Drive project was pending, and that it could be jeopardized if this emergency action was not taken.

There were no further public comments and the Mayor closed the public hearing at 7:31 p.m.

CALL TO ORDER: 7:31 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the June 9, 1997 as presented.
Picinich/Platt - unanimously approved.

CORRESPONDENCE/PROCLAMATIONS:

Proclamation Establishing Gary Moore Day. Mayor Wilbert introduced Diane Tallman to speak about Gary Moore. Ms. Tallman gave a history of Mr. Moore's lifelong accomplishments. She read a letter from H. Norman Schwarzkopf, commending the City of Gig Harbor for acknowledging Gary Moore with a proclamation. Mayor Wilbert recommended establishing the fourth Friday in August as Gary Moore Day.

MOTION: Move to approve the 4th Friday of August, each year hereafter, as Gary Moore Day in Gig Harbor.
Picinich/Owel - unanimously approved.

OLD BUSINESS:

1. Second Reading - Segregation of ULID #2 Assessments. Tom Enlow, Finance Director, presented this second reading of an ordinance to segregate the assessments on two parcels which have been replatted into four.

MOTION: Move to approve Ordinance No. 760 approving the segregation of assessments within Utility Local Improvement District No. 2.
Markovich/Picinich - unanimously approved.

2. Second Reading - Ordinance Allowing for Temporary Installation of Approved Septic Systems. Wes Hill introduced the second reading of this ordinance amending the GHMC and providing for the temporary installation of septic systems on an interim basis during the current sewer moratorium. He gave an overview of the results of his meeting with representatives of the Tacoma-Pierce County Health Department, and added that the city had received a letter of understanding acknowledging that the Health Department has provisions in place allowing for interim hook-ups to approved septic systems.

Paul Cyr - 55th St. Ct. NW. Mr. Cyr said he supports the allowance for temporary hook-up during the moratorium. He added that he would like to encourage Council to address vacant lands in the recent annexations that could be developed if septic systems were to be allowed until access to sewer was plausible.

MOTION: Move to approve Ordinance No. 761, with and amendment to language to insert the word 'Tacoma' in front of 'Pierce County' as suggested, allowing

the temporary installation of septic systems in lieu of hooking up to the Gig Harbor sewer.
Picinich/Owel - unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance - Designated Anchorage Area. Chief Barker introduced this first reading of an ordinance to establish a designated anchorage area which Mark Hoppen, City Administrator, had been working on. He explained that there were three parts to this process. First, the City of Gig Harbor would pass this ordinance; second, Pierce County would pass a similar or identical ordinance; and third, an Interlocal Agreement between the two police agencies for enforcement on either side of Gig Harbor Bay. He added that the ordinance was in draft form and asked that a public hearing be scheduled in the near future to bring forward testimony on health and safety issues.

Carol Morris explained that this ordinance and interlocal agreement had not completed the appropriate review process at Pierce County, and that when the public hearing is held prior to adoption of the ordinance, consideration should be given to whether Pierce County would adopt a similar or identical ordinance, and if they proposed any changes to the Interlocal Agreement. She added that Chief Barker would be present at the public hearing to document issues related to health and safety issues needed to adopt an ordinance of this type.

Councilmembers discussed areas of the ordinance that were unclear and made suggested changes. Councilmember Markovich voiced concerns that Pierce County had not adequately reviewed the ordinance and agreement. Chief Barker explained that the person from Pierce County Marine Service, who had been involved in the review process, was currently out on duty-related injury and would not be back to work for six months. He added that all the documents were now being reviewed by someone filling in, but without the authority to act, which was causing delays. Carol Morris voiced her concerns that she was bringing a Interlocal Agreement to Council for review or approval that had not been reviewed on the County level.

Councilmember Markovich said it seemed premature to consider an ordinance when the Interlocal Agreement isn't in place and Pierce County is not considering adopting an exact ordinance. Carol said that she agreed and that it needed to complete the County review process before the ordinance could be approved. Councilmember Markovich said it would be appropriate for the Mayor to contact the people at Pierce County at the legislative level, so that the agreement would come as a directive from them. He added that this issue is of critical importance to Gig Harbor. Councilmember Ekberg agreed that the concept was good, but that the city needed to work together with Pierce County. He asked when the public hearing needed to be scheduled. Chief Barker replied that he was unsure of the time line.

Wade Perrow - 9119 No. Harborview Drive. Mr. Perrow said he thought it was "super" that the city was considering this anchorage area. He added that he would like to see a map in addition to the legal description, further definition to what is considered a buoy, and to stipulate clear owner identification of any buoys. He also suggested that a fee be placed on using buoys to help to pay for enforcement costs. He then urged the city to continue working with DNR for leasing purposes and consideration of vested rights to first-class tidelands.

Jack Bujacich - 3607 Ross Avenue. Mr. Bujacich said he had quickly read the information and agreed with Councilmember Markovich that consideration of an ordinance was premature. He added that working with Pierce County could delay action. He voiced his concerns regarding policing the new area. He said that there are existing problems with violations in the harbor, and cited several examples of what was currently happening near his property. Councilmember Ekberg asked if he had reported these infractions, and Mr. Bujacich said that he had been before Council several times talking about these issues.

2. Chaplaincy Agreement. Chief Mitch Barker presented this renewal for the Chaplaincy agreement with Wes Sullivan. He gave an overview of language changes suggested by Legal Counsel and recommended approval.

MOTION: Move to authorize the Mayor to renew the contract with Tacoma-Pierce County Chaplaincy with changes suggested by Chief Barker.
Markovich/Picinich - unanimously approved.

3. Ordinance - Emergency Amendment to City of Gig Harbor Comprehensive Plan - Transportation Element. Ray Gilmore presented this ordinance and explained that there was a need for utilizing the emergency format for adoption at its first reading. He read the language to be substituted under Section 4, establishing the passing procedure and effective date.

MOTION: Move to adopt Ordinance No. 762, with amended language, utilizing the emergency procedure for adoption.
Picinich/Owel - unanimously approved.

4. Resolution - Pump Station 10 Emergency Declaration and Payment Authorization. Wes Hill explained that Pump Station 10 was a private station and that the City agreed to maintain the system subject to reimbursement by the private property owners. He added that the staff did not become aware of the reimbursement issue until recently, after repairs had been done to the system due to the winter storms in December and January. He added that expenditures had been authorized for a standby generator, starter, electrical wiring and a concrete mounting pad. He said that this resolution allows the city to reimburse the vendors and directs staff to pursue reimbursement from the property owners under the terms of the Utility Extension Agreement. He answered Council's questions regarding negotiations with the property owners, cost of the repairs and alternative options.

MOTION: Move to adopt Resolution No. 497 authorizing the work already completed on Pump Station No. 10 in the amount of \$19,786.36 or amounts stated Section D & E of the Resolution.
Picinich/Owel -

Councilmember Ekberg asked that it be made clear that the City was to look to the property owner for full reimbursement and that Staff would keep Council apprised of the progress. Wes Hill explained that this was covered under Section 4 of the Resolution.

RESTATED MOTION: Move to adopt Resolution No. 497 authorizing the work already completed on Pump Station No. 10 in the amount of \$19,786.36 or amounts stated Section D & E of the Resolution.
Picinich/Owel - unanimously approved.

3. Liquor License Application - The Yard Company. No action taken.

MAYOR'S REPORT:

Finholm View Climb - Parking Lot Party. Mayor Wilbert invited the Councilmembers, staff and audience to the Parking Lot Party on June 28th and gave an overview of the planned activities. Mayor Wilbert also gave a brief explanation of her emergency kit that she carries in her car. She added that in light of the two earthquakes that occurred this afternoon, she thought she should review its contents.

COUNCIL COMMENTS:

Councilmember Owel reported that she and Molly Towslee had passed their Parliamentary exam, both with a score of 99%. She added that both planned to continue on and take the exam to become Registered Parliamentarians.

Councilmember Picinich reported on his attendance at the AWC Conference in Spokane. He said that the conference was excellent and encouraged others to attend the conference next year.

Mayor Wilbert reported that the city employees had put a team together for the 24 hour *Relay for Life* American Cancer Society effort to raise funds to fight cancer. She added that the effort was quite successful and that over \$83,000 had been raised through this event.

STAFF REPORT: None scheduled.

ANNOUNCEMENT OF OTHER MEETINGS: None scheduled.

APPROVAL OF BILLS:

MOTION: Move approval of checks #18080 through #18155 in the amount of \$38,214.06.
Owel/Ekberg - unanimously approved.

EXECUTIVE SESSION:

MOTION: Move to adjourn to Executive Session at 8:50 p.m. for approximately thirty minutes for the purpose of discussing litigation, potential litigation, and property acquisition.
Picinich/Owel - unanimously approved.

MOTION: Move to return to regular session at 9:30 p.m.
Platt/Owel - unanimously approved.

MOTION: Move to direct staff to draft a resolution for consideration by Council extending all sewer capacity commitment deadlines and all existing Utility Extension and Capacity Agreements for a period of 18 months.
Markovich /Picinich - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:33 p.m.
Picinich/Platt - unanimously approved.

Cassette recorder utilized.
Tape 460 Side B 130 - end.
Tape 461 Side A 000 - end.
Tape 461 Side B 000 - end.
Tape 462 Side A 000 - 329

Mayor

City Clerk



GIG HARBOR HIGH SCHOOL

5101 Rosedale Street Northwest
Gig Harbor, Washington 98335
(206) 851-6131

DR. JANICE REEDER
Principal
SHANNON WIGGS
Assistant Principal
JOHN KIM
Assistant Principal

City of Gig Harbor
Mayor Gretchen Wilbur
3105 Judson St.
Gig Harbor, WA 98335

RECEIVED

JUN 20 1997

CITY OF GIG HARBOR

Bob Sullivan
Art Instructor, Gig Harbor High School
1501 Rosedale Ave
Gig Harbor, WA 98335

June 18, 1997

Dear Gretchen:

It is the last day of school and I yet have a creative idea left in my head...

On the evening of April 29, 1997 several of our young artists performed and displayed their art work in our school's auditorium. These presentations originated from the students' Senior Project. One of the students presenting was Jeremy Voigt, a poet. He used stories and conversations that he collected from community members to portray images of Gig Harbor. He has woven the history and culture of our community into a series of wonderful and picturesque poems. I have included a selection of the poems from Jeremy's reading during the evenings presentation.

Jeremy one first place in the Washington Poets Association "Free Verse" category. This is the second time Jeremy has won this award. Only one other person in the thirty year history of this contest has accomplished this. He is also one of the winners of the Pierce County Poetry Contest, which will place one of his poems on a Pierce County Public Transit bus for the year.

For several years I worked with Mrs. Anderson and the Gig Harbor Historical Society in preserving the photographic history of our community. The Historical Society had collected and/or borrowed hundreds of old photographs from the families who had help create our community and its history. I re-photographed these old prints, produced new negatives and printed new copies of these old photographs. This effort created a large visual record of our city's history. The collection is housed with the Historical Society; however, few take the opportunity to view it.

After hearing Jeremy Voigt's beautiful poems about our community's history, I had an idea that would combine an artistically written image with visual history of our community for the town and its visitors to see. The idea is to create a placard, say 6" x 12" or larger, combining a poem and a historic photo to be displayed at each of the several view spots around the harbor.

Both the poems and the photos are available at little to no cost. Having a permanent and weatherproof placard created and displayed is a cost I have not researched. Funding would have to be provided from within the city budget. It seems to me the placards could range from images sealed under plexiglass to images etched into metal. These placards could be mounted on a post or existing railings.

Let's say that our city government feels a responsibility to foster culture and the arts and the development of our student artists. Let's say this photo/poem idea is approved and the placards are placed around the community. Let's say there is a wonderful response to these images. What if similar ideas could be generated each year from one of our largest groups of creative community members: our students. What if there was a grant created that would allow our students to create a new piece of permanent art work for our community each year? At this time I understand you are considering having a mural created on Finholm's store. This seems like a perfect opportunity for a student to create his/her own images of our community.

Selecting appropriate and pleasing public art takes a commitment of time. Establishing and funding a permanent visual art program takes commitment from city government. This commitment, however, can create a collection that the city of Gig Harbor can be proud of. I think at this time the city has an opportunity to start such a process and art collection by using a student's poetry and the community's photography that is currently available. Except for the funding, all the other elements needed are in place.

Let me know Gretchen what you think. I think this is a great opportunity, and I am willing to help in any way to get something like this started.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Sullivan". The signature is fluid and cursive, written over a light blue horizontal line.

Robert Sullivan
GHHS Art Instructor

Gig Harbor

When their wives died they married Indians.
Floating from Yugoslavia before bridge lived here,
they landed east of Puallup Nisquallyes;
built boats, nets, and communities.

Boats were their left arm and for a good catch
they would cork their neighbor.
Nets were their fingers and when they
could not afford tar they burned boats.
Raising homes that did not face the water,
with insurance money.

Even now a body of people remains.
They have drifted west, north, south.
Entire harbor flooded with tourism.
Apartments, marinas, but fishing is always.

And they belong to the creation.
Every nine and four spent over
coffee, and politics.
Huddled from rain in "off season."
Fathers and Grandfathers sit together,
and the life of the harbor rests beside them.

Jeremy Kaye

Names

-After Donald Hall

Wilkes' gets credit in 1841, for
"Vaunder Fords," but street signs
remember Indian's, "Wollochet,"
or "cut-throat." Definition uncertain.
First: Young brave denied love
of his choice "cut his throat."
Thus eliminating the fish.
Second, "squirting clams,"
from thin spouts rising from shoreline.

There were 500 of them,
along the Bay-from Berg's landing
to Point Fosdick. Though, in 16 years
I have witnessed none.

"Batil Merman," Indians chose, but
Wilkes had the final say with "Fox."
The island was burials, potlatches,
summer camp grounds.
Then, became their reservation.

Hunts landed at the Bay, Spencer
the Island, with mail delivered on a
skiff and oyster beds.
Ferguson brought a Jersey dairy farm.
Orchards and barnyards popped with thousands
of chickens and strawberries.

There were five hundred of them,
now legends.
If you ask, people may prefer
the brave and his love, to Wilkes,
or "let all things pass away."

Here are the names so you don't forget:

Mowich, Squally, Puyallup, Tcekwila'igo
Nisqually, Yackima, and Cowlitz.

Jeremy Vaigt

Parade

Red, orange, and yellow flags flew in the breeze as the fishermen gathered to celebrate the new bridge. Parading under the new span and over the grave of old cement, leaving memories to videotape and news clippings. They cruise, nose to end, nose to end like elephants. Their large hulls spreading water around them turning reflected gray sky into green with white crusted foam. Like trees and low clouds. The newly washed decks squeak under tennis shoes. The pilot house is full, and people crowd the bow, side and stern. The smell of champagne replaces the sent of nets, and fish. Smiles all around. Families compile generation on generation on their own boats to observe the new link with Tacoma. They all chat. Gulls float overhead. And the line moves through the green gates toward the open mouth of Wollochet, and into all that lies ahead.

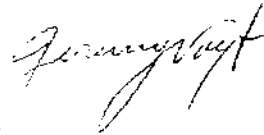
Jeremy Vogt

Sailing

He recalls his Dad's first scream.
I remember lines yanked from my
hands, bruises on my shoulders.
He went for a comic book.
I found safety on the high side of a heel.
Blood racing to my toes
stretching for water.

He turned to fishing and I to music.
Each finding the same moment of
quiet like a cut motor.

We stuff ourselves with work
until we are full and days flow
around us leaving a trail slowly
spreading thinner and thinner
until it is gone.

A handwritten signature in cursive script, appearing to read "James West".

When the salmon move,

the men breath. They drop cigarette
stubs on wooden decks, and turn off
AM stations. Their callused hands do
the work with no questions. They do
not talk, or even whisper. The only
sounds: the sharp exhales of breath,
gills clapping quietly against silver
sides and tails thunking on the deck.
Black pupils staring at the sky.
They release net-loads into the dark below.

When the salmon sleep, the men hold
their breath, all night. Through nightmares
of mercury flashes, and empty nets.

Jeremy Hight

Frozen In

In '49 the harbor froze
holding fishing boats in port
for a week. The bon fire at the
south end kept skaters warm,
and people cut across water
to eat apple pie with their neighbors.
It stayed ten below, but restaurants
were open and customers slid across
salt water for their evening meal.
The salmon were running, but
fishermen could only repair nets,
and scrape snow from their hulls.

Then, the restaurants closed, and wives
cooked potatoes most nights. They
tasted like heated snow until you put
butter on them. Sleds and skates hung
on the garage wall. Children lit candles
every morning. The men sat on their
boats smoking, as white took over
and no one left their home.

Jerry Knight

Estuary Forum

Last night, they all came to save the water.
Jacobs stood in front and to the side of the
podium when he spoke. Taking two steps
back, periodically, to glance at his notes.
On his left side the slide projector's screen
stared empty and white. Mary spoke next,
holding her notes at her waist and taking quick
glances down between each sentence.

The piano listens in back. False flowers
from spring live on top of its strings. Dust
moves as people breath. The stool is
so low, no adult in the room could reach the keys.

Ernie showed an afternoon of slides he collected
of Wollochet's beaches and estuaries.
Eric gave us a biology lesson. Explaining about
the glassier and the valley.

Question time, and everyone woke themselves
and sat up straight. One man stretched
and walked out. A woman said idly, she found
Indian poles in the mud.

When questions flamed, an older man opened the
back door allowing cold night into the room.
I looked below the green exit sign into the gravel
parking lot and black trees. One white light flickered
with a long sigh as darkness touched the boughs.

I let go of biology, money and politics.
Saw images of canoe trips along the Bay.
Nate in the back, steering. Pulling into
one of the estuaries. We paddled up Wollochet
creek, grounded ourselves, and splashed
ahead to a new adventure.

Jeremy Vayt

Midnight Mass

Everyone went to midnight mass
on Christmas Eve. The children in
white dresses, and black suits. The
fishermen smelling like shampoo not salt,
and wives leaning to catch every whisper
passed from pew to pew.

The German priest stood in front
of the crowd, a few drunks in the front
row, his sermon filled the small church's
structure. His voice, soft, releases the
old story, and comments on children's
anticipation. A man slumps over in the
first row, and all eyes glance at his shoulders,
preparations for next week's gossip.
Men shuffle their feet on the dusty floor,
street light glints through stain-glass like a
star. Salmon returned three days ago, and
the men will leave in the morning. Their boats
gently parting the sound. Hands thick with work,
busy starting the day. An old wood pew creaks
as children lie down. Mothers rub heads. A man
brushes his hair with his hand. The priest smiles,
says goodnight, and they all go home to their beds.

Jeremy Taylor

Narrows Bridge

Watercolor infiltrates Tacoma suburbs,
splashed from an old brush
onto an elder canvas.
Light framed homes erect, with
stubborn dignity, watch
American cars turn headlights
to combat horizon sun.

Walking the Narrows,
caution yellow police lines reach
out for my hands.
Stretching from the cedar green rail
to find comfort in my fingers.
The mountain watches, silently, edges highlighted.
Rainier falls slightly everyday.
I walk past the spot where a man once stood.
I study his final movement.
I want to know a moment of silence.
I want to know the tiny bitter place where people
are forced to listen to themselves.
The cars stream continually. I cannot stop.
Not even the wind slows to listen.

Jeremy Wood



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: HISTORICAL SOCIETY LEASE
DATE: JULY 10, 1997

INFORMATION/BACKGROUND

The Historical Society has signed the lease previously authorized by the City Council, but seeks alteration of the term of the agreement from three to five years. Staff has no objection to the extension of this term. All that is required is Council approval of the altered contract.

RECOMMENDATION

Staff recommends a motion to approve as presented.



Gig Harbor Peninsula Historical Society

PO Box 744, Gig Harbor, Washington 98335-0744

(206) 858-6722

July 9, 1997

Mark Hoppen
City of Gig Harbor
3105 Judson St.
Gig Harbor, WA 98335

Dear Mark,

Attached please find a signed copy of the lease agreement for the McKenzie house. You will note the change we have made to the term of the lease.

The historical society is pleased to have the opportunity to enter into this arrangement with the city. The museum at Donkey Creek will ensure that the public continues to enjoy access to community heritage through exhibitions, a research library, and other public programs.

This facility is the first of two steps in our strategy plan. We are pursuing opportunities for an additional facility that will be a permanent home for the museum, its programs, and the collections it holds in trust for the public.

We plan to begin the necessary remodeling of the McKenzie house as soon as possible and will keep you and the city council updated on our progress.

Sincerely,

Chris Fiala Erlich
Executive Director

TRUSTEES

Grace Hurnblad
President
Harry Dearth
Vice President
Don McCarty
Secretary
Theresa Grant
Treasurer
Laura Hoots
Iris Dean Gallagher
Mary Ellen Sehmel
Sheila Kosciak
Joe Hoots

ADMINISTRATIVE STAFF

Chris Fiala Erlich
Executive Director
Bonnie Anderson
Office Manager

CURATORS

Rosemary Ross
Collections
June Doherty
Exhibits
Arveida Livingston
Images
Pearl Coopridge
Library

CHAIRS

Dick Freshley
Computer
Newsletter
Eugene Pearson
Finance
Verna Freshley
Nominations
Barbara Pearson
Policy
Jean Lyle Robertson
Slide Shows
Jean Olson
Volunteers

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as "Lessor or the "City") and The Gig Harbor Peninsula Historical Society, a Washington non-profit organization (hereinafter referred to as "Lessee" or the "Historical Society").

WHEREAS, the City owns the property described below which is currently unoccupied and will not be needed for any City purpose in the near future; and

WHEREAS, the vacant property is a maintenance problem and a source of potential liability for the City; and

WHEREAS, the Historical Society needs space for display of its exhibits and for storage of artifacts, photographs, and other items of historic interest; and

WHEREAS, the City's property is well suited to the Historical Society's needs; and

WHEREAS, the City is willing to lease the property to the Historical Society and accept certain public benefits for all or part of the rent; and

WHEREAS, the Historical Society is willing and able to provide the public benefits sought by the City; NOW, THEREFORE,

For and in consideration of the mutual promises herein, the parties agree as follows:

1. Lease. The City agrees to lease to the Historical Society the structure, commonly known as the McKenzie Building, located at 4218 Harborview Drive, Gig Harbor, Washington, (hereinafter the "Premises"), which is legally described in Exhibit A, attached hereto and by this reference incorporated herein.

*G-MH
de*

2. Term. The term of this Lease shall commence on July 1, 1997 and shall end on June 30, 2000, unless terminated sooner pursuant to the terms and conditions of this Lease. *2002 The Lessee shall have the option to renew the Lease for an additional five years.*

3. Rent. In consideration for this Lease, Lessee shall pay to the City, or provide for the City's benefit, for the use and occupancy of the Premises, the following monthly rent: Seven Hundred Dollars (\$700.00), of which One Dollar (\$1.00) per month shall be paid to the City in US dollars. The remaining portion shall be in the form of agreed upon in-kind services as described in Exhibit B attached hereto. Lessor shall pay the entire amount of monthly cash rent payments, for the full term of the lease (\$36.00), on or before July 30, 1997. Lessor's failure

to make the rental payment, or to provide agreed upon services on a timely basis, shall constitute a breach of this Lease.

4. Possession. In the event of the City's inability to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, neither Lessor nor any of its officers, employees or agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, the Lessee shall not be liable for any rent until such time as the City can deliver possession.

5. Use. The Premises are to be used by the Lessee solely for a public museum, storage of museum artifacts and exhibits, other museum related activities, and its own office use, and not for any other purpose. Lessee shall not sublease the Premises or any portion thereof, or make any assignment of any interest under this Lease, or engage in any activity on the Premises other than that expressly authorized herein, without obtaining the prior written authorization from the City.

6. Assumption of Risk. The placement and storage of personal property on the Premises by Lessee shall be the responsibility, and at the sole risk, of Lessee.

7. Utilities. Lessee hereby covenants and agrees to pay all charges for heat, electricity, water, sewer, phone, cable and all other public utilities which shall be used in or charged against the Premises during the term of this Lease.

8. Leasehold Taxes. Lessee shall pay promptly, and before they become delinquent, all taxes on this Lease, merchandise, personal property or improvements on the Premises, whether existing on the Premises at the time of the execution of this Lease or at any time during the term of this Lease.

9. Liens. Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

10. Insurance. Lessor has and will maintain insurance against claims for injuries to persons or damages to its property, including the leased Premises. Lessor's reasonable insurance costs incurred for the Premises shall be reimbursed by Lessee quarterly based upon an invoice from Lessor to Lessee describing the insurance costs incurred in the previous quarter. In the event of any casualty or loss, the Lessor shall be entitled to the proceeds of its insurance. Insurance for personal property and contents of the structure, and to cover Lessee's obligations under this Agreement shall be the responsibility of the Lessee.

Lessee shall, in any event, maintain a primary policy of general comprehensive liability insurance, under which the City shall be named an additional insured, as follows:

The City of Gig Harbor is an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, injury, death, damage, or loss of any sort sustained by any person, organization or corporation in connection with any activity upon or use or occupancy of the Premises, as well as any activity performed by the principal insured.

The coverage provided by this policy to the City or to any named insured, shall not be terminated, reduced or otherwise changed in any respect without providing written notice thereof to the City of Gig Harbor, City Administrator, 3105 Judson Street, Gig Harbor, Washington, 98355, at least thirty days prior to the effective date of the termination or change.

Liability limits shall be at least:

\$1,000,000 (one million) Bodily injury, per person
\$1,000,000 (one million) Property damage, per occurrence

Provided, that in the event the City Administrator determines such coverage to be inadequate to fully protect the Lessee and the City, the Lessee shall increase said liability limits to such amounts as the City Administrator shall deem reasonable to adequately provide the needed protection. The increased coverage shall be provided within sixty days of the date that Lessor mails, or otherwise delivers notice of the additional coverage needed.

11. Contractor's Bonds. At the City's option, Lessee shall require each contractor used by Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition to be made to the Premises, to secure and maintain, at no cost to the City, a contract or performance bond, payable to Lessee and the City, in the full amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work.

12. Alterations. Lessee shall not make any alterations, additions or improvements on the Premises without the prior written consent of the Lessor. If Lessee makes any alteration, or installs any improvement on the Premises with the consent of the Lessor, such work shall be at Lessee's own expense, and Lessee shall comply with all laws, ordinances, rules and regulations of all public authorities with jurisdiction. Lessee further agrees to save and hold the

Lessor harmless from any damage, loss or expense arising out of the said work. Lessee further agrees not to allow any liens to be filed against the Premises, but in the event that they are, to remove all liens or encumbrances arising as a result of said work.

13. Care of Premises. Lessee shall at all times during the term of the Lease, maintain the Premises to substantially comply with any applicable code, statute, ordinance or regulation governing its maintenance or operation, and make all repairs and arrangements necessary to put and keep the Premises in good, habitable condition. Lessee shall undertake these responsibilities at their own cost and expense, and the Lessor shall not be called upon to pay for any repairs, alterations, additions or improvements to the Premises. Lessee shall not permit any waste, damage or injury to the Premises; use the Premises for anything that will increase the rate of fire insurance; maintain anything on the Premises that may be hazardous to life or limb; overload the floors; permit any objectionable noise or odor to escape or to be emitted from the Premises; permit anything to be done on the Premises that may in anyway tend to create a nuisance or, in the event of multiple occupancy of the building, disturb other tenants; or use or permit the Premises to be used for lodging or sleeping purposes.

14. Access. Lessee shall allow Lessor, its officials, employees and agents free access at all reasonable times to the Premises. Further, Lessor shall at all times have the right of ingress and egress to and from the Premises and adjacent property; provided that such right will not in any manner interfere with the Lessee's use of the Premises.

15. Hazardous Materials. Lessee agrees that it will not, nor will it allow, any third-party to use, generate, place, store or dispose of any Hazardous or Toxic Material, on, under, about or within the Premises in violation of any statute, code, regulation or ordinance of any public authority with jurisdiction. As used in this section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable state or federal regulation.

16. Indemnification and Waiver. Lessee agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers (defined as "Lessor" herein) harmless from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of or in connection with the performance of this Lease or Lessee's enjoyment of the Premises, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of their own negligence.

In addition to the above, Lessee shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damage to the Premises, any of Lessee's improvements placed on the Premises, any personal property located anywhere on the Premises, or any other loss sustained by the

Lessee, including earlier termination of this Lease by destruction of the Premises through natural causes or reasons not the fault of the Lessor, and whether any such loss is insured or not and irrespective of the cause of said loss.

Lessee agrees to indemnify, hold harmless and defend Lessor, its elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees, which are caused by or arise out of any condition arising after execution of this Lease or which arise out of the Lessee's enjoyment of the Premises. Further Lessee agrees to release and hold Lessor, its elected officials, officers, employees, agents and representatives, harmless from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees for any past and/or future cause of action relating to this Lease, the real property subject to this Lease or the Lessee's enjoyment of the Premises. Should a court of competent jurisdiction determine that this Lease agreement is subject to RCW 4.24.115 then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Lessee and the Lessor, then Lessee's liability hereunder shall be only to the extent of the Lessee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Lessee's waiver of immunity under RCW Title 51, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section survive the expiration or termination of this Lease.

Lessee further agrees that in the event that any conditions affect their quiet enjoyment of the Premises to such a degree that they no longer wish to inhabit the Premises, Lessor shall not be required to reimburse the Lessees for any amounts relating to the remaining lease term.

Lessee hereby agrees and acknowledges that any loss of Lessee's property, including the leased improvements on the Premises, and/or loss of Lessee's personal property, is the responsibility of the Lessee. If, for any reason, the leased improvements on the Premises are destroyed or otherwise become uninhabitable, Lessor shall not be obligated to rebuild the improvements, nor shall Lessor be obligated to make any payments to Lessee related to such loss or the remaining term of the lease.

17. Condemnation. In the event of the taking of the Premises by condemnation or otherwise by any governmental, state or local authority, this lease shall be deemed terminated as of the date the condemning authority elects to take possession. Lessee shall have no claim to, nor shall it be entitled to, any portion of any condemnation award for damages to the Premises.

18. Fire and Other Casualty. In the event that the Premises are destroyed or damaged by fire, earthquake or other casualty not the fault of the Lessor, and any damage is to such an extent as to render the Premises untenable by the Lessee in whole or substantial part, Lessor shall have the option to terminate this Lease immediately without any further liability or obligation to Lessee. The decision whether the Premises are untenable shall be made by

Lessor, after discussion with Lessee on the feasibility of repair. If Lessor authorizes Lessee to repair the Premises, all such repairs shall be done at Lessee's cost.

19. Signs. All signs or symbols placed on the Premises by Lessee shall be subject to the prior approval of Lessor. In the event Lessee shall place signs or symbols on the Premises not acceptable to Lessor, Lessor may demand immediate removal of such signs or symbols and Lessee shall remove such signs or symbol within 24 hours of notice from Lessor. Any signs placed on the Premises shall be removed on termination of this Lease and any resulting damage to the Premises caused by such sign or symbol shall be repaired by Lessee.

20. Termination. In the event Lessee defaults in the performance of any of the terms, provisions, covenants and conditions to be kept, observed or performed by Lessee, and such default is not corrected within thirty (30) days after the receipt of notice thereof from Lessor, or such shorter period as may be reasonable under the circumstances; or if Lessee shall abandon, desert, vacate or otherwise leave the Premises; then, in such event, Lessor, at its option, may terminate this Lease together with all of the estate, right, title and interest thereby granted to or vested in Lessee, by giving notice of such election at least twenty (20) days prior to the effective date thereof, and as of such effective date, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Lessee shall then cease and terminate, and Lessor may re-enter the Premises using such force as may be required. Notwithstanding such re-entry by Lessor, and anything to the contrary in this Lease, the liability of the Lessee for the rent provided herein for the balance of the term of this Lease shall not be extinguished.

Lessor shall not be in breach of any obligation to perform under this Lease unless Lessor fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after notice by the Lessee to Lessor specifying the particular obligation that Lessor has failed to perform; Provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for performance, then Lessor shall not be in breach if Lessor commences performance within the 30 day period, and thereafter diligently prosecutes the same to completion.

21. No Relationship. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of Lessee or any party associated with Lessee in the conduct of Lessee's business or otherwise. This Lease does not make Lessee the agent or legal representative of the City for any purpose whatsoever.

22. Surrender of Premises. Upon expiration or termination of this Lease, including any extensions thereof, Lessee shall quit and surrender the Premises without notice, and in as good condition as received at commencement of the term, except for changes due to ordinary wear and tear, damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee.

23. Modification, Waiver. No waiver, alteration or modification of any of the provisions of this Lease shall be binding unless in writing and signed by a duly authorized representative of the parties.

24. Entire Agreement. The written provisions of this Lease shall supersede all prior verbal statements of any officer or representative of the Lessor, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Lease. The entire agreement between the parties with respect to the subject matter of this Lease is contained herein.

25. Non-Waiver of Breach. The failure of the Lessor to insist upon strict performance of any of the covenants and agreements contained in this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

26. Assignment and Subletting. The Lessees shall not, under any circumstances whatsoever, assign or sublet this Lease.

27. Disputes, Governing Law. This Lease shall be construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any dispute as to the terms of this Lease shall be with Pierce County Superior Court, Pierce County, Washington.

28. Attorney's Fees. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with such action or proceeding from the other party.

29. Notices. Notices required to be in writing under this lease shall be sent by registered or certified mail as follows:

Historical Society
P. O. Box 744
Gig Harbor, WA 98335
Attn: Christina Erlich

City of Gig Harbor
Attn: City Administrator
3105 Judson Street
Gig Harbor, WA 98335

30. Severability. If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of the Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said persons acknowledged that they signed this
instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes
mentioned in the instrument.

Dated: _____

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

at: _____

My Commission expires: _____

EXHIBIT A

Lot 2 of Pierce County Short Plat No. 79-365, filed June 13, 1979 in Book 15 of Short Plats at page 43, Auditor's File No. 8411280295; and

That portion of the following property lying outside of the Town of Gig Harbor:

Beginning at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 6, Township 21 North, Range 2 East, W.M., thence parallel with the North line of said subdivision, west 326 feet; Thence parallel with said East line of said subdivision, South 140 feet; Thence parallel with said North line of the subdivision, west 1004 feet more or less to the Northwest corner of said subdivision; Thence on said North line East 1320 feet to the point of beginning, Excepting therefrom the right of way for the Cushman Power Line of the City of Tacoma, all in Pierce County, Washington.

Together with those easements for access, maintenance and utilities as delineated on said Short Plats.

Situate in the County of Pierce, State of Washington.

EXHIBIT B

MUTUAL AND OFFSETTING BENEFIT LEASE AGREEMENT

SCOPE OF SERVICES

The Gig Harbor Peninsula Historical Society shall provide the following services to the City as Mutual and Offsetting Benefits in lieu of payment of the full fair market rent for the City-owned space leased under this agreement.

1. Collect, preserve, and interpret artifacts significant to the history of the Gig Harbor Peninsula.
2. Provide educational programs and activities to the public.
3. Collect, and make available to the public, research material about the history of the Gig Harbor Peninsula.



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK
SUBJECT: UPDATE OF FEES RESOLUTION FOR COPYING OF PUBLIC RECORDS
DATE: JULY 8, 1997

INFORMATION/BACKGROUND

Attached is an updated fee schedule for copying public records. This update reflects the increase in the cost to transcribe information and paper costs. It also includes a fee for floppy discs as requests for records in electronic format are increasing.

RECOMMENDATION

Move to approve the attached Resolution and Public Records Index and Fees Schedule.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, SETTING CHARGES AND FEES FOR THE PHOTOCOPYING AND TRANSCRIPTION OF PUBLIC RECORDS AND SUPERCEDING RESOLUTION NO. 483.

WHEREAS, the City of Gig Harbor passed Resolution No. 483, which set fees and charges for the provision of photocopies and transcriptions of public records, and

WHEREAS, the City Clerk has prepared a schedule of fees that relates photocopying costs and transcription costs to fees charged to the public,

WHEREAS, copying fees should be adjusted periodically, now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The "Public Records Index and Fees Schedule," attached as Exhibit A hereto and incorporated herein by this reference as if set forth in full, is hereby updated and adopted as the official schedule of fees and charges for photocopying and transcription costs of public records for the City of Gig Harbor.

Section 2. Resolution No. 483 is superceded by this resolution.

RESOLVED this _____ day of July, 1997.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 7/3/97
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

Exhibit 'A'

**PUBLIC RECORDS INDEX AND FEES SCHEDULE
FOR THE CITY OF GIG HARBOR**

July, 1997

Photocopying of Public Records:	\$.15 per copy
5 cents for paper/supplies/copier cost	
10 cents per copy for staff time	
Blueprints	4.50 per sheet
Transcription of Recorded Material:	Current rate at time.
Copies of Audio Tapes:	
Singular Agenda Item @ \$14.55 per hour or \$.25 per minute	
or	
\$2 per tape for entire meeting	
Copy of File on Floppy Disk:	
\$1 per floppy	
Mailing of copies:	Actual U.S. Postal rates



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: HOWARD F. JENSEN, ASSISTANT CITY ATTORNEY
SUBJ: FIRST READING - ORDINANCE ADOPTING FINDINGS OF FACT
SUPPORTING CONTINUED IMPOSITION OF SIX MONTH SEWER
CONNECTION MORATORIUM
DATE: JULY 10, 1997

INTRODUCTION/BACKGROUND

On May 27, 1997, the City Council imposed a six month moratorium on the acceptance of applications for sewer service connections and the issuance of sewer service permits as provided in Ordinance No. 759. Under state law, to continue the moratorium, the City must hold a public hearing within sixty days of its initial imposition, and adopt findings of fact supporting the moratorium.

The purpose of the public hearing is to hear testimony and receive evidence regarding the moratorium. The proposed ordinance sets forth the factual basis supporting the moratorium. Based upon the testimony and evidence presented, the Council may wish to adopt additional findings of fact or modify the findings set forth in the draft ordinance.

POLICY CONSIDERATIONS

The moratorium needs to be continued until the City obtains a new NPDES permit. Under its current permit, the waste water treatment plant cannot handle any additional flow.

RECOMMENDATION

Staff recommends that the Council move and approve the ordinance adopting findings of fact supporting the continued imposition of the six month sewer connection moratorium.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING FINDINGS OF FACT TO JUSTIFY THE CONTINUED IMPOSITION OF A SIX MONTH MORATORIUM ON BOTH THE ACCEPTANCE OF APPLICATIONS FOR SEWER SERVICE CONNECTIONS AND THE ISSUANCE OF SEWER SERVICE PERMITS UNDER THE GIG HARBOR MUNICIPAL CODE, AS REQUIRED BY RCW 36.70A.390.

WHEREAS, on May 27, 1997, the City Council imposed a six month moratorium on the acceptance of applications for sewer service connections and the issuance of sewer service permits as provided in Ordinance No. 759; and

WHEREAS, RCW 36.70A.390 requires that the City Council hold a public hearing on the moratorium within sixty days of its adoption, and that immediately thereafter, the City Council adopt findings of fact to justify the continued imposition of the moratorium; and

WHEREAS, on July 14, 1997, the City Council held a public hearing on the sewer connection moratorium during which time it heard testimony from the public and City staff;

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

Section 1 -- Findings of Fact. As required by RCW 36.70A.390, the City Council hereby adopts the following findings of fact to support the continued imposition of the City's six month moratorium on the acceptance of applications for sewer service connections and the issuance of sewer service permits as provided in Ordinance No. 759:

A. On June 27, 1988, the City of Gig Harbor ("City") obtained a National Pollution Discharge Elimination System ("NPDES") permit from the Department of Ecology ("Ecology") to operate the City's wastewater treatment plant ("WWTP") in conformance with the federal Clean Water Act.

B. The 1988 NPDES permit imposes various limitations on the operation of the WWTP including a limitation on the amount of flow that can be discharged from the WWTP to an average of 700,000 gallons per day.

C. In 1991, the City began planning to upgrade and expand the WWTP to handle flows averaging 1.6 million gallons per day. A facility plan was prepared and submitted to Ecology in November 1992, and an amended facility plan was submitted in February 1993. After extensive review and comment, Ecology approved the facility plan in September 1993.

D. On April 15, 1993, prior to expiration of the 1988 NPDES permit, the City submitted an application to Ecology to renew its NPDES permit. On July 19, 1993, at the request of the City, Ecology administratively extended the duration of the 1988 NPDES permit until Ecology made a decision on the City's renewal application.

E. The expansion and upgrade of the WWTP was substantially completed in June 1996, increasing the capability of the WWTP to handle effluent flows up to an average of 1.6 million gallons per day.

F. On September 19, 1996, the City submitted a second application to Ecology to renew its 1988 NPDES permit and increase the allowable discharge consistent with the capacity of the upgraded WWTP and the approved facility plan. A draft NPDES permit was prepared by Ecology, and a public hearing on the draft permit was held by Ecology at City Hall on July 8, 1997.

G. Until Ecology issues the renewal NPDES permit, the WWTP continues to operate under the terms of the 1988 NPDES permit, including the 700,000 gallon per day flow limitation.

H. Due to the growth of the City, in recent months the WWTP has approached, and on occasion exceeded, the 700,000 gallon per day limitation. Under the terms of its current NPDES permit, the City cannot allow additional sewage to enter its sewer system. Any increase in flow would constitute a violation of its NPDES permit and the Clean Water Act.

I. The moratorium is necessary because the City cannot legally authorize new sewer connections until Ecology issues the City a new NPDES permit that increases the amount of flow that can be discharged from the WWTP.

Section 2 - Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3 - Effective Date. This ordinance shall take effect and be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this _____ day of _____, 1997.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:

CITY ATTORNEY, CAROL A. MORRIS

FILED WITH THE CITY CLERK: 7/10/97

PASSED BY THE CITY COUNCIL:

DATE PUBLISHED:

DATE EFFECTIVE:

SUMMARY OF ORDINANCE NO. _____

City of Gig Harbor, Washington

On the _____ day of _____, 1997, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING FINDINGS OF FACT TO JUSTIFY THE CONTINUED IMPOSITION OF A SIX MONTH MORATORIUM ON BOTH THE ACCEPTANCE OF APPLICATIONS FOR SEWER SERVICE CONNECTIONS AND THE ISSUANCE OF SEWER SERVICE PERMITS UNDER THE GIG HARBOR MUNICIPAL CODE, AS REQUIRED BY RCW 36.70A.390.

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

DATED this ___ day of _____, 1997.

CITY CLERK, MOLLY M. TOWSLEE



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: HOWARD F. JENSEN, ASSISTANT CITY ATTORNEY
SUBJ: RESOLUTION - EXTENSION OF COMMITMENT PERIODS IN CERTAIN
UTILITY EXTENSION AND SEWER CAPACITY AGREEMENTS
DATE: JULY 10, 1997

INTRODUCTION/BACKGROUND

On May 27, 1997, the City Council imposed a six month moratorium on the acceptance of applications for sewer service connection and the issuance of sewer service permits as provided in Ordinance No. 759. Unfortunately, the moratorium will impede development projects (those without vested building permit applications prior to the date of the moratorium) within the City and its annexation areas until the moratorium is lifted.

In an attempt to provide equitable relief to persons desiring to construct new homes and businesses, on June 23, 1997, the City Council adopted Ordinance No. 761 allowing persons to obtain building permits during the course of the moratorium by installing temporary septic systems.

The proposed resolution would provide additional equitable relief to the few persons who have existing utility extension and sewer capacity agreements with the City. These agreements limit the amount of time that the City will reserve sewer capacity to these persons between twelve and thirty-six months. This time period of reserved sewer capacity is also known as the "commitment" period.

The resolution would extend the commitment periods in all existing utility extension and sewer capacity agreements entered on or before the date of adoption of this resolution for an additional eighteen months. The resolution would not apply to agreements containing commitment periods that expired prior to the date of the moratorium (May 27, 1997). Adoption of the resolution would not modify, revoke, waive or otherwise affect any of the other terms and conditions within such agreements.

POLICY CONSIDERATIONS

The resolution minimizes the impact of the sewer connection moratorium by providing equitable relief for persons with existing, but unexpired, utility extension and sewer capacity agreements. According to City staff, due to the limited number of such agreements, and the continuing obligation of the property owners to pay the sewer connection charges, the financial impact of the resolution is negligible.

RECOMMENDATION

Staff recommends that the Council move and approve the resolution extending the commitment periods in certain utility extension and sewer capacity agreements.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, EXTENDING THE COMMITMENT
PERIODS IN CERTAIN UTILITY EXTENSION AND SEWER
CAPACITY AGREEMENTS FOR AN ADDITIONAL
EIGHTEEN MONTHS.**

WHEREAS, on May 27, 1997, the City Council imposed a six month moratorium on the acceptance of applications for sewer service connections and the issuance of sewer service permits as provided in Ordinance No. 759; and

WHEREAS, the City Council desires to provide equitable relief for persons who have entered certain utility extension and sewer capacity agreements with the City of Gig Harbor; and

WHEREAS, the purpose of a utility extension and sewer capacity agreement is to allow a person to discharge a specified amount of sewage into the City's sewer system upon the satisfaction of certain conditions; and

WHEREAS, utility extension and sewer capacity agreements limit the amount of time that the City will reserve sewer capacity to between twelve and thirty-six months (hereinafter referred to as the "commitment period"); and

WHEREAS, the City Council believes that an extension of the commitment periods in certain utility extension and sewer capacity agreements will provide equitable relief for persons who have entered such agreements.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Extension of Commitment Periods in Certain Utility Extension and Sewer Capacity Agreements. The commitment periods in all utility extension and sewer capacity agreements entered on or before the date of adoption of this resolution for which the commitment periods have not yet expired as of May 27, 1997, are hereby extended an additional eighteen months.

Section 2. Resolution Does Not Affect Other Terms of Utility Extension and Sewer Capacity Agreements. The extension of the commitment periods in those utility extension and sewer capacity agreements identified above does not modify, revoke or waive any of the other terms and conditions of such agreements.

RESOLVED by the City Council this ____ day of _____, 1997.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;

CITY ATTORNEY, CAROL MORRIS

FILED WITH THE CITY CLERK: 7/10/97

PASSED BY THE CITY COUNCIL:

RESOLUTION NO. _____



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
 License Division - 1025 E. Union, P.O. Box 43075
 Olympia, WA 98504-3075
 (360) 664-0012

TO: CITY OF GIG HARBOR

DATE: 6/23/97

RE: ASSUMPTION
 From GAIR, LINDA H ;
 Dba THE KEEPING ROOM (CANDLES & WINE, ETC.)

APPLICANTS:

THE CAPTAIN'S MATE, INC.

License: 357737 - 2E County: 27

GAIR, LINDA HULTNER
 11-28-44 553-76-1737

Tradename: THE KEEPING ROOM, CANDLES 4 WINE ETC.
 Loc Addr: 3106 HARBORVIEW DR
 GIG HARBOR WA 98335

GAIR, BRUCE OTTO
 08-12-27 201-20-5222

Mail Addr: 3106 HARBORVIEW DR
 GIG HARBOR WA 98335-2124

Phone No.: 253-858-9170 BRUCE GAIR

Classes Applied For:
 F Wine by bottle or package - off premises

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within **20 DAYS** from the date above, it will be assumed that you have no objection to the issuance of the license. **If additional time is required you must submit a written request for an extension of up to 20 days.** An extension of more than 20 days will be approved only under extraordinary circumstances.

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

RECEIVED

JUL 1 - 1997

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
1025 E Union - P O Box 43075
Olympia WA 98504-3075

CITY OF GIG HARBOR

TO: MAYOR OF GIG HARBOR June 30, 1997

SPECIAL OCCASION # 072828 CLASS: J

PENINSULA HIGH SCHOOL BOOSTER CLUB
PO BOX 1851
GIG HARBOR WA 98335

DATE: SEPT. 20, 1997 TIME: 5 PM TO 11 PM

PLACE: GIG HARBOR YACHT CLUB, 8209 STINSON AVE, GIG HARBOR

CONTACT: DONNA MINSHULL 253-858-7152

SPECIAL OCCASION LICENSES

- * G License to sell beer on a specified date for consumption at specific place.
- * J License to sell wine on a specific date for consumption at a specific place.
Wine in unopened bottle or package in limited quantity for off premises consumption.
- * K Spirituos liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days (10 days notice given for Class I) from the date above, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

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

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



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

MAYOR'S REPORT

July 14, 1997

1998 PLANNING RETREAT

On July 25th at 12:00 noon, Councilmembers and Staff will gather at Murphy's Landing for an annual event. Sharing ideas, expectations and realities, prior to placing items into next year's Goals and Objectives, has become a successful means of understanding for Staff and Councilmembers of the issues most important to each one of us.

This year I'd like to form the agenda by requesting each of you to think of your own priorities for the City and put them down on paper and to submit your list to me. List your priorities within specific areas such as Administrative, Finance, Public Works, Planning, Public Safety, Municipal Court, General, etc. Mark will work with me to formulate an agenda from these submittals to facilitate the retreat.

Staff will present the "realities" we need to consider for the 1998 Budget. Your ideas will be shared and addressed.

These are changing times. To accomodate growth and at the same time preserve the lifestyle we all enjoy, we must work together to create a 1998 Budget full of creativity and promise. I look forward to the process.



MITCH BARKER
Chief of Police

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE
SUBJECT: JUNE INFORMATION FROM PD
DATE: JULY 10, 1997

Attached are the activity statistics for June 1997. We had a vary serious string of vehicle prowls, garage burglaries and some auto thefts in the early part of the month. Increased patrols, unmarked surveillance, and some other strategies failed to locate suspects although the incidents stopped with these increased efforts.

We are seeing an increase in skating related problems at a number of businesses. As a result we have stepped up our contacts in these areas and are in the process of establishing a "trespass admonishment" program. This program includes contacting parents of under age 18 violators to ask for their assistance.

Five Reserve Officers provided 152 hours of service in June. This included 124 hours of patrol time, 17 hours of training, and 11 hours split between the annual parade and a special emphasis during graduation weekend. We are finishing the final background investigations for three new reserves. They should begin with the department in August

The Explorers accounted for 105.5 hours in June. This time was split between three regular meetings, one training meeting, six ride-alongs, traffic control for the annual parade, and assistance at the opening of a new bank.

The Marine Services unit provided 20 hours of service for the month. Fifteen hours of this was patrol time with the remainder being used for training, maintenance, and administrative duties. The boat was back in for hull repair for a large portion of the month. The final repairs are done and the boat is again ready for service.

We will have three new officers in field training by July 2. One additional officer is in the Academy. So far we have made all our projected training time lines. If we can continue as planned, we will have one officer joining the patrol schedule each month from September to December.



MITCH BARKER
Chief of Police

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

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

June 1997

	<u>JUNE</u> <u>1997</u>	<u>YTD</u> <u>1997</u>	<u>YTD</u> <u>1996</u>	<u>%chg to</u> <u>1996</u>
CALLS FOR SERVICE	<u>394</u>	<u>1954</u>	<u>1538</u>	+ <u>27</u>
CRIMINAL TRAFFIC	<u>12</u>	<u>76</u>	<u>87</u>	- <u>12</u>
TRAFFIC INFRACTIONS	<u>30</u>	<u>274</u>	<u>364</u>	- <u>24</u>
DUI ARRESTS	<u>4</u>	<u>22</u>	<u>19</u>	+ <u>15</u>
FELONY ARRESTS	<u>5</u>	<u>36</u>	<u>12</u>	+ <u>200</u>
MISDEMEANOR ARRESTS	<u>11</u>	<u>72</u>	<u>79</u>	- <u>8</u>
WARRANT ARRESTS	<u>4</u>	<u>28</u>	<u>29</u>	- <u>3</u>
CASE REPORTS	<u>115</u>	<u>529</u>	<u>418</u>	+ <u>26</u>
REPORTABLE VEHICLE ACCIDENTS	<u>14</u>	<u>74</u>	<u>46</u>	+ <u>60</u>



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT
SUBJECT: BOATS / MARINAS - POTENTIAL WATER POLLUTANTS
DATE: JULY 9, 1997

I wish to call your attention to the opportunity for us all to gain information that may be relevant as the City enters into the next phase of pollution regulation on Gig Harbor Bay.

This looks like the beginning of an educational process for the marina owners and citizens to work together toward a win-win situation for all.

Perhaps this will lead to the creation and organization of a volunteer group which could be of a valuable assistance in maintaining a pristine harbor.



PIERCE COUNTY WATER PROGRAMS

4910 Bristonwood Drive West - University Place, WA 98467
(253) 798-2725

The Key Peninsula-Gig Harbor-Islands Watershed Committee
presents the fourth in a series of
Nonpoint Source Water Pollution Issue Workshops:

Boats and Marinas

The Boats and Marinas series will look at the potential impacts to water quality resulting from boating activities as well as from the fueling, maintenance, and storage of the vessels. All meetings are open to the public and anyone interested in learning about and helping reduce nonpoint source water pollution from boating and marina activities is invited to attend.

- July 15** 4:00-5:30 p.m. **Field Trip:** We will visit a marina with a dry dock to view hull scraping and painting practices. We will also visit a marina with a sewage pumpout facility, and a public boat launch nearby to see what facilities (or lack of) are provided.
- 6:30-8:00 p.m. **Educational Session:** Discussion will focus on the potential pollutants and impacts associated with boats and marinas activities. Speakers and/or information will address Best Management Practices (BMPs) to help reduce nonpoint water pollution.
- Meet at Henderson Bay Alternative High School, 3610 Grandview Avenue, Gig Harbor at 3:45 p.m. to go on the tour. We will take a short dinner break and continue with the Educational Session at the High School.
- July 21** 6:30-8:30 p.m. **Workshop:** This session will focus on using the knowledge we have gained to develop goals that would reduce boats and marinas nonpoint water pollution, as well as consider the problems or roadblocks to those goals.
- Gig Harbor City Hall Council Chambers, 3105 Judson Street, Gig Harbor**
- July 31** 6:30-8:30 p.m. **Workshop:** This session will focus on developing recommendations designed to remove the roadblocks and help attain the goals derived from the previous week's meeting.
- Gig Harbor City Hall Council Chambers, 3105 Judson Street, Gig Harbor**

If you have any questions, please call Bob Dieckmann or Roy Huberd at (253) 798-2725. The next full KGI Watershed Committee meeting is scheduled for July 17, 1997, at the Peninsula Light Office, 13315 Goodnough Drive NW, Purdy, from 6:30-8:30 p.m. Please call to confirm. These meetings are also open to the public. Come be a part of the solution!