

Gig Harbor City Council Meeting

**February 28, 2005
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 28, 2005 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARINGS:

1. Second Reading of Ordinance – Supporting Continuation of a Moratorium on the Acceptance of Applications for Development in the Height Restriction Area for a Period of 90 Days.
2. Second Reading of Ordinance – Making Assisted and Independent Living Facilities Count as Fractional Dwelling Units in Calculating Residential Density.
3. Latecomer's Agreement for Reimbursement of Municipal Water – Peninsula School District.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of February 14, 2005.
2. City Prosecutor Contract.
3. Recommendation for 2005 Art Grants.
4. Pt. Fosdick / 36th Street Roundabout Project Dedication of Permanent Right-of-Way -- Lighthouse Christian School.
5. Street Lights – Purchase Authorization.
6. Outdoor Portable Movie Screen – Purchase Authorization.
7. Asphalt Repair on Peacock Hill Avenue and Burnham Drive – Small Works Contract.
8. Consultant Service Contract Amendment No. 2 – Design Manual Update.
9. Approval of Payment of Bills for February 28, 2005:
Checks #46357 through #46466 in the amount of \$246,692.99.

OLD BUSINESS:

1. Second Reading of Ordinance – Supporting Continuation of a Moratorium on the Acceptance of Applications for Development in the Height Restriction Area for a Period of 90 Days.
2. Second Reading of Ordinance – Making Assisted and Independent Living Facilities Count as Fractional Dwelling Units in Calculating Residential Density.
3. Second Reading of Ordinance – Relating to Annexation and Zoning – North Donkey Creek Annexation (ANX 03-03).
4. Resolution for Latecomer's Agreement for Reimbursement of Municipal Water – Peninsula School District.
5. Proposed Annexation – Wright (ANX 04-02).

NEW BUSINESS:

1. Utility Extension Agreement – Saulic.

STAFF REPORT:

1. Community Development – Fourth Quarter 2004 Building Permit Data.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b) and pending litigation per RCW 42.30.100(1)(i).

ADJOURN:

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GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 14, 2005

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:01 p.m.

PLEDGE OF ALLEGIANCE

The Mayor announced that several members of the Gig Harbor Morning Rotary and the Mid-Day Rotary were present to accept a Proclamation of the Mayor declaring February 23, 2005 as Rotary International Day. She introduced those present and read the proclamation that would be approved under the Consent Agenda.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(1)(b).

MOTION: Move to adjourn to Executive Session at 7:10 p.m. for approximately thirty minutes to discuss property acquisition per RCW 42.30.110(1)(b).
Franich / Picinich - unanimously approved.

MOTION: Move to return to regular session at 7:30 p.m.
Ruffo / Picinich – unanimously approved.

PUBLIC HEARING:

1. Amending GHMC 17.67 to Add Public Schools to List of Performance-Based Height Exemptions. Mayor Wilbert opened the public hearing at 7:30 p.m. Steve Osguthorpe, Planning Manager, explained that there would be a title change to the ordinance to refer to any school, not just public schools. He then gave an overview of the proposed ordinance.

Michael Kattermann – AHBL, Inc., 316 Occidental Ave. South, Ste 320, Seattle. Mr. Kattermann thanked staff and Council for considering this amendment that addresses height limitation and view concerns. He stressed that the proposed amendment requires the district to demonstrate that it meets the criteria for operation and function of the facility. It provides for the protection of the views within the height restriction area and requires a public hearing before the Hearing Examiner, allowing for public process. He said that if this is approved, the project would still require an application for the performance height exception itself, design review for site plan, and for building permits. He said that scheduling is a concern and requested that the amendment be approved this evening.

Eileen McKain – 4622 Crabb Ct. SE, Port Orchard. Ms. McKain explained that her daughter attends St. Nicholas School, and voiced concern that the proposal is flawed because it excludes private schools. The PI District requires that a facility has to be publicly owned and operated; a criteria that a private school cannot meet. St. Nicholas

School could not get the same exception as a public elementary school, which is an equal protection violation. She said that because Gig Harbor is so small, there wouldn't be many schools built, so the phrase "publicly owned and operated" should be deleted from the PI District.

Steve Osguthorpe explained that the proposed ordinance has been amended to eliminate the word "public" so any school within the PI District would qualify. He then addressed the concern voiced by Ms. McCain by explaining that the PI District was adopted to accommodate those facilities that are traditionally difficult to locate due to size and impact. He said that the wording "publicly owned and operated" is located in the intent statement, which is not regulatory. He finalized by saying that a text amendment could be proposed to address this concern.

Councilmember Dick pointed out that an amendment to the proposed ordinance of this scope would require another sixty-day notification and public hearing. Councilmember Young asked if St. Nicholas School had a project in mind that was time-sensitive. Ms. McCain clarified that she is not speaking on behalf of the school, but her understanding is that St. Nicholas needs an auditorium. She pointed out that a text amendment would not be available until 2007.

Mr. Osguthorpe said that the Historical Society is a good example of a non-publicly owned facility that qualified under the PI District. He said that he did not believe that there is a problem with the language. He further clarified that the permitted use does not specify public schools.

Christopher Mowers – 9125 No. Harborview Drive. Christopher said that he is a 4th grader at St. Nicholas School, and that all the students would like to have a gymnasium. He asked for Council support.

Scott Mowers – 9125 No. Harborview Drive. Mr. Mowers asked that if there is a possibility of a misunderstanding or misinterpretation, it would make sense to clear it up now.

Davette Mowers – 9125 No. Harborview Drive. Ms. Mowers voiced concern that St. Nicholas could be excluded because of the language, and impact their ability to go forward with future plans. She said that it is just as important for private school children to have a gym facility. She said that she has approximately 200 signed petitions and a letter from the school principal to submit to Council.

Zachary Drathman – 820 Jewil Drive, Fox Island. Mr. Drathman, also a parent of a student at St. Nicholas, voiced appreciation for the effort to not exclude private schools, but added that a change could be made now so that there would be no future doubt. He recommended that rather than rushing this, and to clear up the cloud of doubt and of discrimination, clarify that all schools K-12 are allowed the exemption for height restriction.

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Councilmember Dick asked if he meant that a school in any zone be exempt from height regulations? Mr. Drathman clarified that this is not his intention, but for the requirements in the PI District.

Councilmember Franich stated that St. Nicholas School was built as a conditional use in a residential zone. In order for St. Nicholas to take advantage of the height exemption, they would first have to apply to become a PID zone. Steve Osguthorpe added that the Planning Commission was in favor of the public review that would come with the process to change from R-1 to PI.

Don Eberhart – 12109 7th Ave. Ct. NW. Mr. Eberhart reaffirmed that St. Nicholas would like to be included in the ordinance.

Ann Marie Eberhart – 12109 7th Ave. Ct. NW. Ms. Eberhart explained that there are long-term plans for St. Nicholas and she asked to take care of this now, rather than having to go through the process later.

Jacob Wagner – 6507 27th Ave. NW. Jacob explained that he is representing his friends in Ms. McDonald's 3rd grade class at St. Nicholas. He said that they signed the form in hopes that some day they could have a gym.

Wade Perrow – 9119 No. Harborview Drive. Mr. Perrow said that the Planning Commission made a recommendation that an application for a performance based height exemption be reviewed by the Design Review Board, and this should be added to the ordinance. He then voiced concern that the only protection for a property owner in the view basin is language that states "within the height restriction area, avoidance to the extent possible, of obstructing of existing views from adjoining properties through sensitive location of the new structure on the site." He said that this is weak language and Council should reconsider the wording.

Mark Brisbane – 4217 76th Ave. Ct. NW. Mr. Brisbane explained that Washington Senate Resolution 8607 favorably recognizing Catholic Schools. He voiced concern that if the ordinance were passed as written, it would exclude private schools from the benefit of the exemption unless the property is rezoned to PI. He asked if staff could be directed to bring back language that all K-12 schools in Gig Harbor, approved by the State of Washington, be allowed the benefit of the height exception. He said that he understood the pressure from the school district to pass this tonight, but asked that an additional couple of weeks be taken to make it fair for all children in the community.

There were no further comments and this public hearing was closed at 8:07 p.m. The next public hearing was then opened.

2. Adoption of 90-day Extension of Moratorium on Buildings within Height Restriction Area.

No one signed up to speak and the public hearing was closed at 8:08 p.m.

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of January 24, 2005.
2. Correspondence / Proclamations: Proclamation for Rotary Day.
3. Pioneer Way Overlay Project – Contract Award.
4. Civic Center Landscape Materials – Purchase Authorization.
5. Pt. Fosdick / 36th Street Roundabout Project – Dedication of Permanent Right-of-Way and Temporary Construction Easement – Fairway Estates.
6. Olympic Drive / 56th Street Roadway Improvement Project – Dedication of Permanent Right-of-Way and Easements.
7. Pt. Fosdick / 56th Street Roadway Improvement Project – Consultant Contract Amendment.
8. Boating Safety Program Agreement.
9. Adoption of 2005 Job Descriptions.
10. Adoption of 2005 Personnel Regulations.
11. Amended Consultant Services Contract – Anchor Environmental, LLC.
12. 2005 Renewal – Pierce County Emergency Management Services.
13. Liquor License Renewals: Fraternal Order of Eagles #2809; Gig Harbor Shell Food Mart; Tides Tavern; Tokyo Teriyaki; Judson Street Café; Water to Wine.
14. Approval of Payment of Bills for February 14, 2005:
Checks # through # in the amount of \$
15. Approval of Payroll for January:
Checks #3595 through #3636 and direct deposit entries. Check #3621 is VOID.

MOTION: Move to approve the consent agenda as presented.
Ekberg / Ruffo – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Amending GHMC 17.67 to Add Public Schools to List of Performance-Based Height Exemptions.

Councilmember Franich discussed the vague language Section 2, number 5 of the ordinance that could allow for structures other than a gymnasium or performance art facility. He asked Council's opinion on clarifying this section. Councilmembers Conan and Picinich agreed, and Mr. Katterman was asked if there would be any other uses that would need the additional height.

Michael Katterman explained that they considered the possibility of other things that may require additional height and crafted language that is less specific, but still provides a level of protection. He mentioned band and chorus classrooms, and a range of performing arts that would require an even greater height. A maximum height was added to provide limitations. He clarified that the additional height was being asked for classrooms, design-related issues, and for placement of mechanical equipment. He stressed that these are all arguments that have to be made to the Hearing Examiner before approval.

Councilmembers and staff discussed the inclusion of language limiting this to a gymnasium or performing arts facility in order to eliminate standard classrooms from the height exemptions.

MOTION: Move to amend Section 2 of 17.67.020 #5 to read "Gymnasiums and performing arts related facilities for schools in a public-institutional (PI) district that are approved by the Superintendent of Public Instruction."
Franich / Dick - unanimously approved.

Councilmember Ekberg asked for clarification on why a request for height exemption should not go before the Design Review Board. Steve Osguthorpe explained that a request would go before the DRB if they needed height above what was required for strict performance reasons. This would include issues such as design continuity or zone transitions. He added that the performance height exception is similar to a variance or conditional use permit which does not go to the DRB. The Design Review Board does review projects after they get a general variance or conditional use permit, but not for those criteria submitted for a variance or CUP. The update to the Design Review Manual was specific that the DRB would not do review of any dimensional variation from the manual such as height or set-backs.

Councilmember Dick voiced concern with the private school issue raised. He said amendments could not be made to the ordinance at this late date without delays. This would not be appropriate because the school district has been in the process since last summer, and St. Nicholas has no immediate plans. Mr. Osguthorpe said that a map amendment would need to be done at the same time as a text amendment, and both could be done concurrently. For the year 2005, there is carry-over from 2004. This means that any new comp plan amendment proposals would not be completed until the end of 2006.

Councilmember Young suggested passing the ordinance tonight, and then asking staff to make a recommendation to the Planning Commission to remove the requirement in the PI District, and then the performance based height exemption requirements could apply in any zone that a school exists. It could then go through the hearing process.

Steve Osguthorpe stressed that the process would be for the applicant to submit their own application with the appropriate fees; the same as what Peninsula School District submitted.

Councilmembers further discussed the best way to address the concerns brought forward by the St. Nicholas School members. They also discussed at what point it would be appropriate for a project that was applying for a performance-based height exemption to go before the Design Review Board.

Steve Osguthorpe said that there are two options to address the St. Nicholas School's concerns. He recommended that because they have a specific need, it would be appropriate for them to submit an application for a text amendment. Alternatively,

Council could propose a text amendment, and the Community Development Committee could draft the language to come before Council to submit as a proposed text amendment.

Councilmember Dick encouraged St. Nicholas to bring forth their own language and then asked staff to report back on how many other schools exist in the city.

MOTION: Move to adopt Ordinance No. 988 as amended.
Young / Conan – unanimously approved.

2. First Reading of Ordinance – Supporting Continuation of a Moratorium on the Acceptance of Applications for Development in the Height Restriction Area for Period of 90-days. Steve Osguthorpe presented the background on this issue. This purpose of this ordinance is to adopt findings of fact supporting the continuation of the moratorium. He said that Council received a copy of a corrected ordinance that eliminates finding of fact number twelve, changing the effective date, and correcting a numbering sequence. This will return at the next meeting for a second reading and adoption.

3. Pierce County 2005 Comprehensive Plan Amendments – Submitted Applications. Steve Osguthorpe gave an overview of the four applications and the recommendation to forward the letter to Pierce County.

Jay Watland – 9610 85th Ave. Mr. Watland asked for Council support for his application for an amendment to the Comprehensive Plan to include his land in the city's UGA. He added that County Councilmember Terry Lee, the City of Tacoma and the Tacoma Narrows Airport Advisory Commission support this application.

Councilmember Franich voiced concern that this creates an uneven Urban Growth Area boundary. He also said that he would like to see the city's UGA reduced.

MOTION: Move to direct staff to forward the letter to the Pierce County Council regarding these proposed amendments to the Pierce County Comprehensive Plan.
Ruffo / Ekberg - unanimously approved.

NEW BUSINESS:

1. Pierce County Interlocal Agreement – Pt. Fosdick / 36th Street Roundabout Project. Mark Hoppen presented the background information. He said that this Interlocal agreement makes it possible for Pierce County to contribute \$330,000 towards the construction cost for the roundabout project.

MOTION: Move to authorize the approval of this Interlocal agreement.
Picinich / Ruffo – unanimously approved.

2. First Reading of Ordinance – Relating to Annexation and Zoning – North Donkey Creek Annexation (ANX 03-03). Steve Osguthorpe gave an overview of the effort to

annex approximately 9.78 acres of property located west of Burnham Drive. This will return at the next meeting for a second reading.

Councilmember Dick asked staff to get clarification from the City Attorney regarding whether action on this is necessary because the city already accepted the annexation by resolution. Mr. Osguthorpe said that he would talk to Ms. Morris, but it was his understanding that the city was required to formalize the action through ordinance.

The Mayor apologized because someone had signed up to address PA-34 during the previous agenda item and was not called upon to speak. She asked Ms. Nordi to come forward at this time.

Deann Nordi – 6522 47th St. NW. Ms. Nordi said that she owns three lots in the PA-34 application which are framed by Highway 16 and 144th Street. She said that its best use would be commercial, not residential. She asked for Council's support to include this parcel in the city's UGA so that professional services could be offered to the Purdy community. She voiced concern that her property would become a dumping ground.

Mayor Wilbert explained that the recommendation had been to forward the letter to Pierce County to not include PA-34 in the city's UGA. Councilmember Young apologized that she was not called to speak earlier, then added that he agreed with Councilmember Franich regarding irregular boundaries, pointing out that PA-34 happens to fall on the other side of the existing UGA boundary. He recommended that she speak to County Councilmember Terry Lee.

Councilmember Franich left the meeting at 9:17 p.m.

3. Proposed Annexation – McCormick Ridge LLC (ANX 04-04). Steve Osguthorpe presented the background information for a proposed annexation of approximately eleven acres located west of Canterwood Boulevard. He recommended that the Council accept the notice of intent and authorize the circulation of a petition to annex the property subject to conditions. He said that three additional properties to the north have shown interest in joining in the annexation effort and asked that Council approve the inclusion of these properties so that the recommendation could be forwarded to the County.

Councilmember Young commented that the property north of these three is owned by the initiating party, and asked if it would be possible to contact the owner if he would also like to include this site

Clare Hardie – 2906 No. Union, Tacoma. Ms. Hardie, representing Scott Edwards, explained that the reason that McCormick Ridge I was not included in the efforts to annex is due to the gap of three parcels. Now that the owners of the three parcels between the two projects have indicated a desire to join in the process, she would contact the homeowners association to pursue this.

Councilmembers directed staff to work with Ms. Hardie, and if the condo owners are not interested in joining the annexation effort, to move forward with the inclusion of the three parcels to the north. Ms. Hardie said that she would work with staff to come to a resolution before the meeting on the 28th of February.

4. First Reading of Ordinance – Making Assisted and Independent Living Facilities Count as Fractional Dwelling Units in Calculating Residential Density. Steve Osguthorpe presented information on this proposal that would change the way the density is calculated for assisted and independent living facilities, and to change the definitions for both.

Councilmember Ekberg asked for further clarification on which zones these units would be allowed. Mr. Osguthorpe responded that there was no proposal to change the placement of these types of facilities. He said that the Planning Commission is working on a table of definitions, and will be able to review the information to make sure the zoning is appropriate.

Carl Halsan – PO Box 1447, Gig Harbor. Mr. Halsan explained that the issue of density for these types of facilities has come up wherever they are proposed. He said that many jurisdictions don't count density for these types of facilities, and those that do rely on a variety of solutions. He said they analyzed the impacts on services and came up with the 1/3 average. He said that the definition for Assisted Living Facility came from the Washington Administrative Code, and the definition for Independent Living Facility was crafted from industry standards. He addressed Council's questions.

STAFF REPORTS:

1. Community Development - 2005 Comprehensive Plan Amendments. Steve Osguthorpe presented the background for four Comprehensive Plan Amendments, explaining that due to changes in the submission from Franciscan Health Care, the projected time-frame for submitting the amendments has been delayed beyond the first quarter.

2. GHPD – Monthly Stats. Chief Davis responded to questions.

PUBLIC COMMENT:

Robert Winskill – 3805 Harborview Drive. Mr. Winskill, current proprietor at the Eddon Boat Building, asked if the deal to purchase the property had been finalized, as the deadline is tomorrow. He thanked Council in advance for the purchase of the property.

Councilmember Ruffo responded that at this time, no comment could be made.

Carl Halsan – PO Box 1477. Mr. Halsan commented on the 2005 Comp Plan Amendments, saying that although excited about the prospect of getting a hospital, the delays in submitting the amendments is hard on his clients. He urged that this be moved along as quickly as possible.

COUNCIL COMMENTS / MAYOR'S REPORT:

The Mayor extended an invitation to take a VIP Ferryboat ride on February 18th. She said that this is part of her water-taxi efforts.

ANNOUNCEMENT OF OTHER MEETINGS: None.

MOTION: Move to adjourn at 8:43 p.m.
Ekberg / Ruffo – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 18.
Disc #2 Tracks 1 – 18.

Gretchen A. Wilbert, Mayor

Molly Towslee, City Clerk



ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MAH*
SUBJECT: CITY PROSECUTOR CONTRACT
DATE: FEBRUARY 23, 2005

INFORMATION/BACKGROUND

The attached contract employs *Glisson and Witt, PLLC* for one year, beginning March 1, as City Prosecutor. Stan Glisson, the primary attorney, and Ryan Witt, the back-up attorney, were selected from four applicants for the position, each of whom were interviewed by City Administrator Mark Hoppen; Chief of Police Mike Davis; and Officer Kelly Busey, the Gig Harbor Police Officer's Guild representative.

POLICY CONSIDERATIONS

The proposed contract is the same, except for names, dates, and gender of pronouns, to the contract previously approved by the City Council for Brenda Bono, who has recently vacated the position. Chief Davis conducted the background review.

RECOMMENDATION

Staff recommends that the City Council motion to authorize the Mayor to sign the attached contract for prosecutor services.

**CITY PROSECUTOR
AGREEMENT FOR SERVICES**

THE PARTIES:

The parties to this Agreement are as follows: **Glisson and Witt PLLC, represented by Stan Glisson and Ryan Witt**, hereinafter referred to as "Attorney"; and **THE, CITY OF GIG HARBOR**, hereinafter referred to as "City".

PURPOSE:

The purpose of this Agreement is to set forth the terms of the Agreement between the parties whereby the City agrees to hire Attorney for the City of Gig Harbor and Attorney agrees to provide legal services for the city relative to prosecuting of cases and other related matters.

CONSIDERATION:

The consideration for this Agreement consists of the mutual covenants and conditions contained herein and the mutual legal benefits and detriments arising from this Agreement.

THE AGREEMENT:

The parties hereto agree as follows:

1. **Duties.** Attorney shall at all times faithfully, industriously, and to the best of Attorney's ability and experience, perform all of the duties that may be required of Attorney pursuant to the express and implicit terms of this Agreement and pursuant to the rules of professional ethics.
2. **Discrimination.** Attorney agrees not to discriminate against any person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, except where a bona fide occupational qualification exists.
3. **Reimbursement.** The City shall retain Attorney for the following works and shall reimburse the Attorney at the following rates.
 - a. Preparation and appearances for cases assigned to Attorney by the City in any Court, including without limitation, the Gig Harbor Municipal Court, Pierce County Superior Court and the Appellate Courts of the State of Washington.

- b. The City shall pay or reimburse Attorney for all Court costs, long distance telephone charges and postage. Attorney shall not be paid for travel time or clerical time involved in the performance of duties. The City will provide the Attorney with a city-owned on-site computer and printer. The Attorney may be provided with office and/or filing space at the City's sole discretion.
 - c. The City shall pay to Attorney the yearly amount of \$72,000 in monthly installments as invoiced by attorney. Any and all time spent in preparation for or appearances related to Appellate Courts other than Superior Court shall be compensated to Attorney by the City at an hourly rate of not more than \$125.00 per hour.
 - d. The City may pay for professional training for the Attorney at the sole discretion of the City within the City's yearly budgeted training allowances.
4. Coverage Attorney. It is agreed and understood that it is the responsibility of the Attorney to be present at all Court hearings for which the Attorney has contracted to render services on behalf of the City. It is understood that the Attorney has other employment and that the Attorney is not precluded from other employment so long as there is no interference with the performance of Attorney duties as set forth herein. The Attorney shall compensate any counsel obtained to pro tem for the Attorney in such instances. Should the Attorney be unable to perform any duties for any reason, including illness, the Attorney shall provide for full coverage of all duties to be performed under this Agreement by an attorney duly licensed in the State of Washington. The Coverage Attorney shall be approved in advance by the City and shall provide proof of malpractice coverage and be duly sworn to perform the duties of prosecutor. Such Coverage Attorney shall be compensated by the Attorney and the Attorney, Coverage Attorney and all agents and employees of the Attorney shall be independent contractors. The Attorney promises to hold harmless and indemnify the City from all employee-related costs, fees, benefits, wages and/or taxes of any kind or nature, and any and all fees for services and costs related to the services of the Coverage Attorney.
5. Subcontracting or Assignment. Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.
6. Required Notices. The City shall be responsible for the provision to defendants of all required notices to assure their appearance in Court.
7. Insurance. The Attorney shall provide proof of professional liability insurance with at least a \$1,000,000 malpractice coverage limit by attaching a certificate of coverage at the time this contract is signed and shall maintain such insurance at all times that this contract is in effect.

8. Hold Harmless. Attorney agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments, or awards of damages, arising out of or resulting from the acts, errors or omissions of Attorney. The City agrees to indemnify, hold harmless, and defend Attorney from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the city, its elected and appointed officials, employees and agents.
9. Independent Contractor. The Attorney is and shall be at all times during the term of this Agreement an independent contractor and shall indemnify and hold harmless the City from all costs associated with the wages and benefits of the Attorney's employees or of a Coverage Attorney engaged pursuant to this Agreement.
10. Rules of Professional Conduct. All services provided by Attorney under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.
11. Work of Other Clients. Attorney may provide services for clients other than the city during the term of this Agreement, but will not do so where the same may constitute a conflict of interest unless the City, after full disclosure of the potential or actual conflict, consents in writing to the representation. Any potential conflicts shall be handled in accordance with the Rules of Professional Conduct referred to above.
12. Termination. This Agreement is a contract for the provision of professional services by the Attorney to the City, and as such, the City as the client reserves the right to terminate the agreement without cause and without notice at any time. The attorney may, for any reason, terminate this Agreement, but in order to provide reasonable transition to other counsel and in fulfillment of the attorney's ethical obligation to the City as Attorney's client, promises the Attorney will provide sixty (60) days written notice to the City. The Attorney shall also immediately notify the client in the event that the Attorney's license to practice law in the state of Washington is revoked or suspended, in which case this Agreement shall be at an end.
13. Complete Agreement. This contract contains the complete agreement concerning the employment arrangement between the parties herein and shall, as of the effective date hereof, supersede all other agreements between the parties.
14. Waiver or Modification. No waiver or modification of this Agreement shall be valid unless in writing and duly executed by the party to be charged therein.

No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly executed by the parties. The parties further agree that the provisions of this section may not be waived except as herein set forth.

15. The term of this Agreement shall be one (1) year, commencing on the 1st day of March, 2005, and terminating on the 28th day of February, 2006, subject, however, to prior termination as provided hereinabove, or upon agreement of the parties.

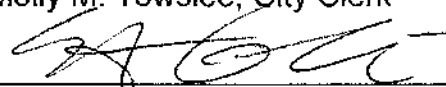
DATED this ____th day of _____ February, 2005.

CITY OF GIG HARBOR:

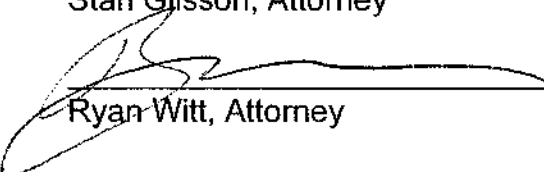
Gretchen A. Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk



Stan Glisson, Attorney



Ryan Witt, Attorney

BACKGROUND, STAN GLISSON, WSBA 28323:

I possess a B.A. degree from the University Alaska at Fairbanks, where I graduated in 1994. In 1998, I earned my J.D. from the University of Washington School of Law and was admitted to practice that fall. During law school, I interned at a personal injury firm in Seattle, and at the Snohomish County Public Defender's Office. In spring of 1999, I took a position as an associate attorney at the law firm of Crawford, McGilliard, Peterson, Yelish, and Dixon in Port Orchard, and my wife and I bought a home on Key Peninsula where we live today with our two children. My duties at that firm were primarily providing public defense representation in Kitsap County District Court, and I remained at that firm until fall of 2000.

In September of 2000, I accepted a position as a deputy prosecutor in the Kitsap County Prosecuting Attorney's Office. I went to work immediately as the sole criminal prosecutor in the City of Bremerton Municipal Court. In that capacity, I was responsible for all phases of prosecution regarding city crimes, from the initial charging decision through jury trial, and occasional infraction hearings. During my time there I developed relationships with Bremerton police officers and municipal court staff which still exist today. I stayed in that court for about one year before being rotated to my next assignment.

My next assignment was to the Port Orchard Municipal Court as sole criminal prosecutor. The cities have vastly different populations, police forces, and social issues. The opportunity to spend time as the criminal prosecutor in different courts gave me a well rounded perspective on the individual needs of different municipalities. In Port Orchard, I was responsible again for all phases of prosecution, from charging to jury trial, and was involved in infraction hearings and code enforcement litigation. While working for the county, I made multiple appearances as a prosecutor in every municipal and district court in Kitsap County.

As my experience and seniority grew in the prosecutor's office, I later spent time assigned to the Special Assault Unit, specializing in crimes of domestic violence, sex crimes, and crimes against children. I conducted numerous trials as sole trial counsel for the State, and again handled cases from the day of charging until completion of trial. I worked and trained at SAU for about 9 months.

I spent over a year assigned to the prosecutor's Felony Drug Unit. My caseload was primarily methamphetamine possession, manufacturing, and distribution, and manufacture and distribution of marijuana. I worked closely with the West Sound Narcotics Enforcement Team (WestNET), Bremerton Police Special Operations Group (SOG), and various patrol officers and detectives. I was involved in search warrant applications as well as all phases of prosecution from charging to jury trial. As part of my duties I also completed the CADRE 40 hour Clandestine Methamphetamine Lab Training sponsored by the Washington State Criminal Justice Training Commission.

Each year I was employed by Kitsap County, I attended the 20 hour summer training sponsored by the Washington Association of Prosecuting Attorneys, as well as various trainings held throughout the year. I have acted as a trainer on various topics at deputy prosecutor training programs, as well as at the Kitsap County Reserve Deputy Training Academy. I estimate that I have represented the state in fifty misdemeanor or felony criminal trials and between five and ten appeals.

Glisson & Witt, PLLC
400 Warren Avenue, Suite 415
Bremerton, WA 98337
(360) 782-9000 - Fax (360) 782-9003

BACKGROUND, RYAN WITT, WSBA 32002:

Ryan received his Bachelor of Science degree from Colorado State University in 1997. He attended Gonzaga School of Law in Spokane, where he obtained his J.D. in 2001. During school, Ryan interned for the Spokane County Prosecuting Attorney's Office for approximately 18 months. He was admitted to practice law in Washington State in the fall of 2001.

In 2001, Ryan and his wife moved to Port Orchard. Ryan went to work for the Pierce County Prosecuting Attorney's Office. He remained there as a deputy prosecutor until March of 2002, when he was hired on by the Kitsap County Prosecuting Attorney's Office. While with Kitsap County, Ryan practiced as the sole criminal prosecutor for the City of Bremerton for approximately one year.

Ryan's next assignment was in the Special Assault Unit, where he represented the State in numerous felony trials in cases of domestic violence, sex crimes, and crimes against children. Ryan's trial experience is extensive, including over fifty jury and bench trials. Ryan has been extremely effective in cultivating positive working relationships with law enforcement professionals, as well as court staff, witnesses, advocates and victims of crime.

Neither Ryan nor myself have any pending bar association complaints pending. Neither of us has ever been the subject of disciplinary action by the bar.

SPECIFICATIONS OF PROPOSAL:

Glisson & Witt, PLLC, is a two attorney firm based in Bremerton, Washington. I am submitting my proposal to be the next appointed prosecuting attorney for the City of Gig Harbor. Ryan is available as a second attorney in the event that I am ill, on vacation, or otherwise need assistance with coverage on a particular day or in a particular case.

As City Prosecutor, I would evaluate the current prosecutor's charging, negotiating, and disposition standards, and keep what works and make changes if needed. I will develop and install a system that fairly weighs the rights of defendants against the rights of the citizens and businesses in Gig Harbor to be safe in their persons and their property. Every prosecutor, working with input from judges, court staff and law enforcement, must determine their own system of prioritizing cases and defendants. It is my personal philosophy that public safety and crimes against persons must always be the top priority for a criminal prosecutor. The Washington State Legislature has specifically recognized the importance of domestic violence as a serious crime against society, and I feel that crimes involving domestic violence should be treated accordingly. Priority must also be given to drinking and driving, because of the risk to innocent persons and the societal cost from drunk driving accidents. That said, I believe that limited jurisdiction courts should be rehabilitative courts, and that treatment, probation, and financial deterrents are all useful tools toward the goal of diminishing recidivism.

Effectively prosecuting crime within city budgets, availability of jail space, and other resource limitations is sometimes a complicated undertaking. My experience as a prosecutor in municipal and district court settings, working with city leaders has prepared me to undertake that challenge. It will be my constant goal to ensure that witnesses and victims of crime are treated with utmost respect, and that the hard work of law enforcement does not go wasted by inefficient or ineffective prosecution. I will work with court staff to see that criminal cases run smoothly and are resolved in a financially efficient and responsible manner.

My experience in courts of limited jurisdiction has prepared me to install a system in your court that maximizes the public benefit from good police work. The city needs a prosecutor who is willing and able to work with police not only on current cases, but on procedure and training to ensure that future cases are investigated and handled with the goal of making every criminal charge solid at trial and on appeal, while protecting the city from needless liability.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: LITA DAWN STANTON, CHAIRPERSON, GH ARTS COMMISSION
SUBJECT: RECOMMENDATION FOR 2005 ARTS GRANT
DATE: FEBRUARY 28, 2005

INFORMATION/BACKGROUND

A budgeted objective for 2005 authorized to continue the Arts Commission Project Support Program to provide funding to arts and cultural organizations that provide events for the benefit of city residents. The program will also fund arts projects that involve city residents, civic organizations or libraries.

The response to the 2005 Grant Program from community organizations and individuals was very positive. It demonstrates the desire for continued program support where arts and cultural events bring the community together.

Twelve grant applications were submitted and reviewed by the Arts Commission on February 8, 2005. The applications were evaluated according to the criteria set forth in the 2005 Grant Guidelines. Eleven applications were selected and recommended for funding. The results are as follows:

- \$1400 **PAL Open Juried Art Exhibition 2005** – Peninsula Art League
Marketing and Development Fees
- \$1000 **Audience Development Outreach** - GH School of Performing Arts – Encore! Theater
Promotional and Professional Fees
- \$1000 **Gig Harbor Writers' Workshop** - Peninsula Writers' Association
Marketing, Development and Professional Fees
- \$2000 **SalmonChanted Harbor** – Finholm Marketplace Association
Auction – Marketing and Development
- \$2000 **Peninsula Community Chorus Spring and Christmas Season Concerts** - Peninsula Community Chorus
Marketing, Development and Professional Fees
- \$1225 **Native American and Permanent Harbor Heritage Exhibits** – Gig Harbor Peninsula Historical Society
Purchase and Installation Fees
- \$1500 **2005 String Camp** – Peninsula Youth Orchestra
Marketing, Development and Professional Fees
- \$2000 **Gig Harbor Quilt Festival and Classes** – Gig Harbor Quilt Festival
Marketing, Development and Professional Fees
- \$1000 **Student Piano Trio Project** – Washington State Music Teachers Association
Marketing, Development and Professional Fees

\$2600 **Entertainment at the Gig Harbor Farmers Market** – Gig Harbor Farmers Market
Marketing, Development and Professional Fees

\$2200 **GHP Symphony Orchestra** – Gig Harbor Peninsula Symphony Orchestra
Marketing, Development and Professional Fees

FISCAL CONSIDERATION: The eleven applications recommended for funding totals \$17,925.00 and are within the \$25,000.00 allocated for this program as noted in the Parks and Recreation Fund, Objective No. 8.

RECOMMENDATION:

The Arts Commission recommends that Council authorize the attached agreements to award the 2005 Gig Harbor Grant Funds.

**AGREEMENT BETWEEN GIG HARBOR AND PENINSULA ART LEAGUE
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA ART LEAGUE, a 501C-3 non-profit corporation of Washington, PO Box 1422, Gig Harbor, WA, 98335, (hereinafter "PENINSULA ART LEAGUE"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Four Hundred Dollars and no cents (\$1,400.00) be given to the PENINSULA ART LEAGUE to pay for Professional Fees, and as further described in the grant application submitted by PENINSULA ART LEAGUE, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to PENINSULA ART LEAGUE for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Four Hundred Dollars (\$1,400.00) in funding to PENINSULA ART LEAGUE to perform the following activities and no others:

To hire an instructor, Carla O'Connor to teach a 3-day art workshop, in conjunction with the open juried art exhibition to be held at the Gig Harbor Civic Center, February 26 to March 30, 2005.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to PENINSULA ART LEAGUE under this Agreement shall not exceed One Thousand Four Hundred Dollars (\$1,400.00) and will be paid upon receipt of invoice from PENINSULA

ART LEAGUE. PENINSULA ART LEAGUE shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. PENINSULA ART LEAGUE shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of PENINSULA ART LEAGUE with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. PENINSULA ART LEAGUE agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. PENINSULA ART LEAGUE agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that PENINSULA ART LEAGUE has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against PENINSULA ART LEAGUE to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither PENINSULA ART LEAGUE, nor any employee, officer, official or volunteer of PENINSULA ART LEAGUE shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to PENINSULA ART LEAGUE or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. PENINSULA ART LEAGUE agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of PENINSULA ART LEAGUE under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against PENINSULA ART LEAGUE to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PENINSULA ART LEAGUE agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

THE PENINSULA ART LEAGUE

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application
application

complete

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title Peninsula Art League Open Juried Art Exhibition 2005
total grant amount requested \$1,400
fiscal/grant year 2005

legal name of organization
or individual

Peninsula Art League

address

P.O. Box 1422

city, state & zip code

Gig Harbor, WA 98335

telephone & e-mail

253-858-8920 susanparedes@comcast.net

contact person & title

Susan Paredes, Chairperson

address

6919 Ray Nash Dr. NW

city, state & zip code

Gig Harbor, WA 98335

project summary A brief project description, event date and location as applicable.

A regional exhibition of up to 90 pieces of juried artwork to be held in the Gig Harbor Civic Center from Feb 26th to March 30th 2005. Local and regional artist will have the opportunity to enter a month long exhibit at a regional level. A highly celebrated local artist, Carla O'Connor, will conduct a corresponding three-day art workshop.

Project Narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

1. The Peninsula Art League was founded in 1980 by a small group of local artists to promote visual arts and exhibit opportunities in the Gig Harbor area. The Art League continues to grow in membership and artistic endeavors. Over the last 25 years the league has annually sponsored the Gig Harbor Art Festival, showcased talented local artists through semi annual exhibits, conducted high caliber art workshops by well-known artists & promoted educational forums at monthly meetings that are open to the public. This is the third year PAL is undertaking this regional show.

2. PAL has a history of providing quality art shows at the local level. The introduction of a regional show has infused a high caliber of artistic expertise and competition. Artists from all over the United States inquire and apply to participate. This year an international inquiry was received. The show offers a widely diverse collection of work by gifted local and national artists whose work meets the high standard of excellence. This annual show has gained both reputation and momentum and is expected to draw visitors to Gig Harbor from greater Washington and surrounding states.

3. The Peninsula Art League is composed of dynamic local artists who are invested in their craft and their community. The membership has a proven record of successfully planning, organizing and executing art events in small and large arenas. The success of the two prior Open Juried Art Exhibits occurred through the dedication and commitment of the league's leadership. The activities for this year's exhibit are well underway and show every indication of matching the success of the preceding shows. Attached is a list of the Board of Directors for the Peninsula Art League.

4. The show committee began in September to clarify parameters, design the prospectus and outline accompanying art workshop for this year's event. Throughout the fall & winter prior entrants were contacting the chairperson to request the prospectus. The art exhibition has been advertised locally and throughout the Northwest. By November, the prospectus was on the PAL website and mailed to regional art centers and organizations. Artists' slides were due the second week in January and will be organized and presented to the exhibition's juror, Carla O'Connor. Carla is also conducting a three-day workshop at the INN at Gig Harbor, which filled almost immediately. Rooms at the INN have been reserved for the instructor and 20 participants. Ms. O'Connor is an internationally acclaimed artist who is a signature member of the American Watercolor Society and Northwest Watercolor Society. She conducts water media workshops across the United States and Canada. In 1997, she won the AWS Silver Medal of Honor and was awarded the AWS Dolphin Fellowship.

The exhibition will open on February 26th with an Artist Reception during which Carla O'Connor will recognize award-winning pieces. The exhibit and opening reception will be advertised to the public through newspaper features and widely distributed rack cards. During the remainder of the exhibit, the doors will be open Monday through Friday from 8am -5pm and Saturdays from 10am -4pm.

(If more space is necessary, please continue on the back of this page only)

project title Peninsula Art League Open Juried Art Exhibition 2005

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries / professional fees (indicate rate of pay)

Instructor	2,500	
Juror & Models	525	
		<u>\$3,025</u>

b) Supplies / Materials

Reception & Coffee for workshop	390	
Notification & award certificates & plaques	155	
Printing & mailing & brochures	980	
		<u>\$1,525</u>

c) Space Rental
Workshop space

	200	
		<u>\$ 200</u>

d) Marketing / Promotion

		<u>\$</u>
--	--	-----------

e) Travel (who & where)

		<u>\$</u>
--	--	-----------

f) Other Expenses (identify)

Awards	3,400	
Encroachment permit	25	
Entertainment	100	
		<u>\$ 3,525</u>

total project cost

Enter in #4 (right-hand column)

\$8,275

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees	<u>\$ 6,375</u>
Grants / Donations	<u>\$ 1,400</u>
Government Support	<u>\$</u>
Other	<u>\$ 500</u>
Total	<u>\$8275</u>

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc. and their value).

Co chair	<u>\$ 750</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
total	<u>\$750</u>

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested	<u>\$1400</u>
2. cash match	<u>\$6375</u>
3. in-kind match	<u>\$ 750</u>
4. total project cost	<u>\$9,075</u>

Peninsula Art League Board of Directors 2005

President	Eric Peavy	253-853-3825
1st Vice President	Candy Anderson	253-222-8799
2nd Vice President	Cindy Baji Arvid Anderson	253-584-3854 253-549-7339
Secretary	Anne Knapp	253-265-6700
Treasurer	Jon Lonning	253-851-4866

**AGREEMENT BETWEEN GIG HARBOR AND GHSPA ENCORE! THEATER
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the GHSPA Encore! Theater, a 501-C3 corporation of Washington, PO Box 723, Gig Harbor, WA, 98335, (hereinafter "Encore! Theater"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand dollars and no cents (\$1,000.00) be given to the ENCORE! THEATER to pay for an audience development outreach, and as further described in the grant application submitted by ENCORE! THEATER, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to ENCORE! THEATER for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Dollars (\$1,000.00) in funding to ENCORE! THEATER to perform the following activities and no others:

Design and distribute through bulk mass mailing an invitation with performance schedule, performance opportunities and ticket discounts. Development of new data base.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to ENCORE! THEATER under this Agreement shall not exceed One Thousand Dollars (\$1,000.00) and will be paid upon receipt of invoice from ENCORE! THEATER. ENCORE! THEATER shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. ENCORE! THEATER shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of ENCORE! THEATER with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. ENCORE! THEATER agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. ENCORE! THEATER agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that ENCORE! THEATER has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against ENCORE! THEATER to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither ENCORE! THEATER, nor any employee, officer, official or volunteer of ENCORE! THEATER shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to ENCORE! THEATER or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. ENCORE! THEATER agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of ENCORE! THEATER under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the

remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against ENCORE! THEATER to enforce any of the terms of this Agreement and the City prevails in such lawsuit, ENCORE !THEATER agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

ENCORE! THEATER

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application

complete application

project title **Audience Development--Outreach**

total grant amount requested **\$2,150**

fiscal / grant year **2005**

legal name of organization : G.H School of Performing Arts ~ Encore! Theater

address: Operations Site: 6615 38th Avenue NW Mail: P O Box 723

city, state & zip code Gig Harbor, WA 98335

telephone : 253 - 858 - ACT 2 (2282) or 253 - 851 - 1630

contact person & title Shirley Coffin, Grants writer

address : P O Box 723

city, state & zip code Gig Harbor, WA 98335

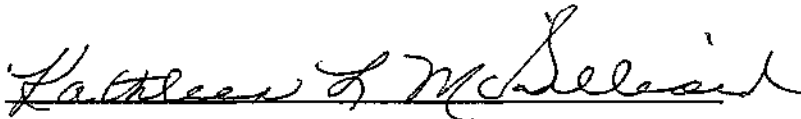
RECEIVED

JAN 20 2005

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

project summary: Audience Development ~ Outreach

An effort to increase Encore's audience is vital to its on-going program. Our proposal is to extend our draw of audience from Gig Harbor's outlying, underserved areas and from the newer population, building in the Gig Harbor North sector. We propose a saturation mailing to all homes within designated zip codes (as researched thru post office directives) to accomplish this. The mailing piece, to be designed to 1.stimulate reaction; 2.Will introduce Encore! provide a schedule of productions; 3. Offer performance opportunity information; 4. Will offer rewarding ticket discounts when returned with information to be used for Encore's new data base.



K. Lynette McGilliard, Artistic/ Executive Director



Shirley Coffin, Grant Writer

Audience Development—Outreach

Project Narrative

1. Background- Mission-Current Program-
2. Purpose of Request –Goals –Outcomes
3. Organizational Capacity—Board & Committees
(4. New Works not applicable)

1. Background—Current program

Encore! Theater's founders came to the Harbor in the 1970's. They brought open-air theater to the area, and breathed life into the classics for the community. Well known, non-royalty plays, from Moliere...Shakespeare....Dumas.....were shown in repertory sequence during the summer months. The group incorporated as a not for profit theater and remains so today.

When the group found an indoor site, they mounted a Season of plays and have since 1980, presented six to eight performances throughout each year. In 1996 the company name became "Academy of Performing Arts~Encore!Theater. The company has become known for the quality of its work. It has gained the respect of Peninsula School teachers for the work done with young people.

The Mission of the organization is to culturally enrich the community; to open the door to the arts through performances. It does not primarily, intend to create professional actors, but to create life enhancing skills. Because music is the international language, Encore's Artistic Director very strongly supports the use of musical theater. Encore's Artistic Director holds Master degrees in both Theater and Dance.

Encore is a theater for all ages. It respects family values, and each year some plays are chosen so young people can be involved in community theater. Adults and youth are auditioned on equal terms using young people in appropriate roles. It is recognized that children benefit from associations with adults that builds understanding and respect between generations. Onstage, each participant is part of a team and builds personal strength in fulfilling his or her role successfully.

Purpose of Request: Last season in an outreach effort, Encore! did a bulk mailing to our northerly neighbors, Olalla, Burley, Wauna, Lakebay, etc. Though it was a small mailing, as a trial, the response was gratifying. The use of the requested grant is for Encore to create an invitational piece to be mailed; with emphasis on those homes on the far side of south sound, where the rural area is under-served with little arts exposure. The cost of producing and distributing that material is our need. The postal costs would be for the most economical rates allowed a non profit. Zip codes covered will go to every home in that area.

Organizational Capacity

Encore! has a well developed rapport with Peninsula School District teachers. Encore! will set dates of showings for groups from those areas, arranging for very modest ticket prices to give the greatest number of students the opportunity to see a live theater production. Perhaps a first for many. Breaking the hold of video on our young people is extremely important. Giving them the opportunity to see live theater is a beginning.

The classic fairy tale of "Once Upon a Mattress,"made into a musical, is the charming, family play Encore will offer for its April – May production. Teachers will be queried as to their interest in encouraging students to read the story and /or attend a performance novel. This phase of our plan is only now being formatted as we wish only to enhance, not to add to any teacher's duties.

Principals of each school will be contacted through proper channels. The parent support groups will also be contacted to make the possibilities blossom for the children. Encore! is staffed with volunteers, parents, who believe in what is happening with their children and will help to organize the schools that wish to be involved.

Encore's motto :Let's Keep the Arts Alive for the Kids! is alive and valid....more today, than when we started.

page 2

over Board of Directors & Support

continued on back **Board - Membership and Support Elements.**
Board and Volunteer Committee Members

-Organizational Capacity continued:

Teresa Ford, Board of Directors Chairperson
Pierce County Librarian, Point Fosdick Branch, Gig Harbor, WA resident

Doug Collier, Treasurer
Doug Collier CPA & Associates, Gig Harbor Business Owner
Fircrest, WA resident

Shirley M Coffin, Public Relations
Retired Administrative Assist. Tacoma Municipal Court System
Fox Island, WA Home Owner

Greg Tschida, Facility Search
Owner, Greg's Upholstery, Gig Harbor
Gig Harbor, WA resident

K. Lynette McGilliard, BFA. MFA, Artistic Director Encore!
Formerly Teacher in New York University System, NY
Home Owner, Resident Gig Harbor, WA

Advisory Standing Membership

Stephen Acreman, Textron, Inc.
Deborah Emans, Port Orchard School System
Viki Smith, PS Administrative Secretary
Carol Olsen Dick, Retired School Teacher and Author

Operational Committees

Michael H. Jones DVM
R. Wickline, Arts in Education. SoundSpecialist
Dennis Isackson, Special Effects
Ms Suzi Ceccanti, Artist
Peter Best, Bob Beals, Lynn Gregory, Set
David Michalski
Rachel Miller, Coordinator
Phyllis Kappus, Clerical Office personnel.
Tim Malarchick, Attorney
Tracy Williams
Greg Grahn, Dave Van Arnum, Chris Chafe,
Marketing concepts
&
Kim Banks, Marie Best, Gigi Bluhm, Mary Cocci
Bonnie Ellsworth, Heidi Johnson,
Stephanie Van Arnum, Tracy Williams

We believe in partnerships: Encore! is alive because of our Volunteer Corp of Committees.
Individuals who are dedicated to the arts and theater in particular.

We appreciate the many gifts of in-kind talent, material
and funds donated by the individuals and businesses in this area.

1. project budget

a) Personnel salaries/fees		
Reservationist - -Box Office	\$	250.
Play Director		500.
Costumer		150.
Set design & Construction		200.
Scenic Design		200.
Project artwork~ design mailer		200.
Pianist		500
Total Personnel fees		\$2000

b)Supplies /Materials		
Royalties for production		\$1171.
CD rehearsal tape		\$ 65.
Scripts/scores		\$ 257.
Costumes 20 actors		\$ 600.
Set Lumber & paint		\$ 350.
Programs		\$ 250
Concessions		\$ 150.
	T	\$2843

c) Space Rental_ rehearsal space & performance		
venue 8 weeks rehearsal 3 hours at 5 day		
per wk 120 hr	T	\$1900

d)Marketing /Promotion		
Publicity adv.newspapers		
Gateway		\$ 334.
TNT Artix -		\$ 436
Posters		\$ 80
Flyer Distribution thru schools		
via Pony Service of PSD 6-7000		\$ 907
Promotional Outreach		
10,000 mailer	\$1200	
Postage @ .095	\$ 950.	\$2150
		T \$3907

e)Travel (who & where) None

Total Event costs \$11,650

2. cash match

Admissions / Fees	\$ 6800
Grants/Requested	GHAC
Government Support	0
Other	
Concessions sales	\$ 300.
Costume Rentals	\$ 400
Total	\$7500

3. in kind match

Volunteer personnel \$ 2000

1. amount requested	\$2150
2. cash match	\$7500
3. in-kind match	
Personnel	\$2000
4. total project cost	\$11,650

**AGREEMENT BETWEEN GIG HARBOR AND PENINSULA WRITERS' ASSOCIATION
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA WRITERS' ASSOCIATION, a 501C-3 non-profit corporation of Washington, PO Box 826, Gig Harbor, WA, 98335, (hereinafter "PENINSULA WRITERS' ASSOCIATION"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Dollars and no cents (\$1,000.00) be given to the PENINSULA WRITERS' ASSOCIATION to pay for marketing, development and presenter fees, and as further described in the grant application submitted by PENINSULA WRITERS' ASSOCIATION, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to PENINSULA WRITERS' ASSOCIATION for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Dollars (\$1,000.00) in funding to PENINSULA WRITERS' ASSOCIATION to perform the following activities and no others:

Presenter Honorariums for a one-day Writers' Workshop to be held tentatively on April 30, 2005 at the Gig Harbor Civic Center.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to PENINSULA WRITERS' ASSOCIATION under this Agreement shall not exceed One Thousand Dollars (\$1,000.00) and will be paid upon receipt of invoice from PENINSULA WRITERS' ASSOCIATION. PENINSULA WRITERS' ASSOCIATION shall expend the

funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. PENINSULA WRITERS' ASSOCIATION shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of PENINSULA WRITERS' ASSOCIATION with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. PENINSULA WRITERS' ASSOCIATION agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. PENINSULA WRITERS' ASSOCIATION agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that PENINSULA WRITERS' ASSOCIATION has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against PENINSULA WRITERS' ASSOCIATION to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither PENINSULA WRITERS' ASSOCIATION, nor any employee, officer, official or volunteer of PENINSULA WRITERS' ASSOCIATION shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to PENINSULA WRITERS' ASSOCIATION or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. PENINSULA WRITERS' ASSOCIATION agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of PENINSULA WRITERS' ASSOCIATION under this Agreement.

The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against PENINSULA WRITERS' ASSOCIATION to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PENINSULA WRITERS' ASSOCIATION agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

THE PENINSULA WRITERS' ASSOCIATION

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application

complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

Gig Harbor Writers' Workshop

\$2000.00

2005

legal name of organization
or individual

Peninsula Writers' Association

address

PO Box 826

city, state & zip code

Gig Harbor, WA 98335

telephone & e-mail

253-265-1904

contact person & title

Kathleen O'Brien, President

address

3717 Ray Nash Dr. NW

city, state & zip code

Gig Harbor, WA 98335

project summary A brief project description, event date and location as applicable.

April 30, 2005 tentatively at City of Gig Harbor offices, The one day workshop is open to the public

and all levels of aspiring writers. The workshops will be facilitated by four authors; Syndicated

Columnist Tad Bartimus, Award winning literary Irish author Michael Collins who now lives in

Bellingham, Gig Harbor author of "Dancing to the Concertina's Tune" Jan Walker, and two

Northwest Poets.

Gig Harbor Writers' Workshop

Project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

1. The Peninsula Writers Association (PWA) was founded in September of 2003 to sponsor the Gig Harbor Writers' Conference present workshops, other writing and reading events in the GH area during the year. The GHWC which was founded in 1998 by local poet Jo Nelson had been previously sponsored by the Cultural Arts Commission; when CAC disbanded PWA was formed. PWA's goal is to further the education and craft of writing for children, young adults and adults through workshops, lectures, conferences, readings and open mics in our community throughout the year. Though previous conferences have been very well received and successful, this year because of lack of funding we've had to consolidate our three day conference and workshop into a one day workshop, keynote and open mic. We will continue reaching writers in our community by holding readings by local authors, offering an opportunity for local writers to share their work (or just listen) at open mics and we held a reading at the local café Isa Mira.

These are events that will continue into the future as well as a full day children's (known as the Young Writers' Workshop, which has previously been held in conjunction with the conference) in the summer for grades 5-12. The sessions will be given by local authors and teachers, and is free to the children.

2. All events are open to the public. We are a membership driven organization and have grown to almost 30 members in just a year. In the past we have offered scholarships to local students who wish to attend the conference, but were unable to pay. We advertise in national publications, local papers, brochures, flyers, posters and bookstores reaching out past the community to bring writers and Authors to our area. Books for the events are provided and sold by our local bookstores. Past marketing materials created by local graphic artist. Supplies and copies bought at local businesses. Evaluations are handed out at all events.

3. President-----Kathleen O'Brien, Local Freelance Writer and columnist for the Peninsula Gateway

Vice-President----Jan Walker, Local Author of "Dancing to the Concertina's Tune"

Secretary-----Mary Magee, Freelance Writer and columnist for the Peninsula Gateway

Treasurer.....Linda Glein, Freelance Writer-----

Board Members: Debra McElroy, Writer and local real estate agent; Jennifer Cushcoff, Tacoma writer; and Lucinda Wingard, Pierce County Librarian, Gig Harbor Branch .

Gig Harbor Writers' Workshop

1. project budget

his detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries / professional fees (indicate rate of pay)

Presenter Honorariums

 _____ **\$2000.00**

b) Supplies / Materials

 _____ **\$ 200.00**

c) Space Rental

 _____ **\$ 405.00**

f) Marketing / Promotion

 _____ **\$ 200.00**

e) Travel (who & where)

Tad Bartimus--Maui to Seattle

 _____ **\$550.00**

f) Other Expenses (identify)

Food and Accommodations

 _____ **\$500.00**

total project cost

Enter in #4 (right-hand column)

\$4355.00

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees	<u>\$4000.00</u>
Grants / Donations	<u>\$ 200.00</u>
Government Support	<u>\$</u>
Other	<u>\$</u>
total	<u>\$4200.00</u>

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc. and their value).

Volunteers	<u>\$2000.00</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
total	<u>\$2000.00</u>

Enter in #3below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested	<u>\$2000.00</u>
2. cash match	<u>\$4200.00</u>
3. in-kind match	<u>\$2000.00</u>
4. total project cost	<u>\$4355.00</u>

**AGREEMENT BETWEEN GIG HARBOR AND FINHOLM MARKETPLACE
ASSOCIATION
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the FINHOLM MARKETPLACE ASSOCIATION, a 501C-3 non-profit corporation of Washington, 8811 N. Harborview Drive, Gig Harbor, WA, 98332, (hereinafter "FINHOLM MARKETPLACE ASSOCIATION"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that Two Thousand Dollars and no cents (\$2,000.00) be given to the FINHOLM MARKETPLACE ASSOCIATION to pay for Marketing and Development Fees, and as further described in the grant application submitted by FINHOLM MARKETPLACE ASSOCIATION, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to FINHOLM MARKETPLACE ASSOCIATION for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide Two Thousand Dollars (\$2,000.00) in funding to FINHOLM MARKETPLACE ASSOCIATION to perform the following activities and no others:

14 artists to decorate fish that will be exhibited throughout downtown Gig Harbor from May to October 2005 for the purposes of being auctioned off at the Salmon Chanted Evening auction. Proceeds from the auction will be used to establish an extra-curricular visiting artists program in local elementary schools where art programs have been cut due to budget restrictions.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to FINHOLM MARKETPLACE ASSOCIATION under this Agreement shall not exceed Two Thousand Dollars (\$2,000.00) and will be paid upon receipt of invoice from FINHOLM MARKETPLACE ASSOCIATION. FINHOLM MARKETPLACE ASSOCIATION shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. FINHOLM MARKETPLACE ASSOCIATION shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of FINHOLM MARKETPLACE ASSOCIATION with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. FINHOLM MARKETPLACE ASSOCIATION agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. FINHOLM MARKETPLACE ASSOCIATION agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that FINHOLM MARKETPLACE ASSOCIATION has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against FINHOLM MARKETPLACE ASSOCIATION to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither FINHOLM MARKETPLACE ASSOCIATION, nor any employee, officer, official or volunteer of FINHOLM MARKETPLACE ASSOCIATION shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to FINHOLM MARKETPLACE ASSOCIATION or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. FINHOLM MARKETPLACE ASSOCIATION agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of

performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of FINHOLM MARKETPLACE ASSOCIATION under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against FINHOLM MARKETPLACE ASSOCIATION to enforce any of the terms of this Agreement and the City prevails in such lawsuit, FINHOLM MARKETPLACE ASSOCIATION agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

FINHOLM MARKETPLACE ASSOCIATION

By _____
Its Mayor

By _____
Its _____

ATTEST:

APPROVED AS TO FORM:

Molly Towslee, City Clerk

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application

complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title SalmonChanted Harbor
total grant amount requested \$4,000.00
fiscal/grant year 2005

FIN 20 11 02 11 03

legal name of organization or individual Finholm Marketplace Association

address 8811 N. Harborview Dr, Ste. A

city, state & zip code Gig Harbor, WA 98332

telephone & e-mail 858-7449 bill@watersedgegallery.com

contact person & title Bill Fogarty, Project Chair

address 7808 Pioneer Way

city, state & zip code Gig harbor, WA 98335

FIN 20 11 02 11 03

project summary *A brief project description, event date and location as applicable.*

"SalmonChanted Harbor" will entail the exhibit of 14 forty-inch fiberglass fish throughout the Gig Harbor downtown area. Each fish will be adorned by recognized, local and regional, professional artists. The fish will be publicly displayed May to October 2005. On November 5, 2005, they will be auctioned off at the "SalmonChanted Evening" black tie event at a Gig Harbor banquet facility.

Proceeds from the auction will be used to establish an extra-curricular visiting artists program in local elementary schools where art programs have been cut due to budget restrictions.

California has successfully implemented such art programs which also incorporates environmental education into the art. Wildwatch of Gig Harbor will also receive funds to continue their out-

door, hands-on interpretive program of public education to enable them to stimulate more interest in our local environment and ecology.

project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request; Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

Organization Background-The Gig Harbor Art Gallery Association has been actively presenting art to the public via the monthly Art Walk since 1996. Goals to spark more interest and enjoyment of fine art and the downtown waterfront have been achieved by seeing more people coming downtown on Art Walk Saturdays. We developed and began publishing the Art Gig Harbor Guide in the spring of 2004. The issues are quarterly and our current circulation by mail is 1,100 copies with the galleries handing out an additional 800 copies per month.

Events- The Gallery Association participated in planning the June 5th Maritime Gig with the City Marketing Dept., the Chamber of Commerce and the Downtown Waterfront Retail/Restaurant Association. On July 7th we helped facilitate the Galaxy Jazz Band concert at Skansie Park. On July 17th Chalk the Walk was presented for the first time in conjunction with the Peninsula Art League's Summer Art Festival. Partnering with the Waterfront Retail/Restaurant Association we enlisted professional artists from several galleries to assist budding artists of all ages to create masterpieces on downtown sidewalks. During the holiday season the Gallery Association with the City Marketing Dept. and the Waterfront Retail/Restaurant Association produced the December 7th Miester Singers and Argosy Cruise Christmas concert at Skansie Park. It is our desire to continue to provide events for community art appreciation.

Purpose-This is a pilot program for Gig Harbor. Several other cities have placed similar figures around their towns with amazing success. The salmon art will be placed at various public locations downtown for easy viewing and enjoyment. Since professional artists will enhance each fish in their own style many artistic techniques will be exhibited. Viewers will be encouraged, via promotional materials, to attend the November auction to bid on their favorite fish. Posters around town and advertising in the newspaper will generate public interest in the entire project.

Outcomes- The success of this project will be realized in several ways. First, it will bring more people downtown to view this wonderful art. Second, it brings the community together for a charity auction. Ultimately, the auction proceeds will fund the extra-curricular visiting artists programs in elementary schools. Working with children our goal is to spark their creative interest for art while learning about our local environment and how to preserve it. These children will be the future stewards of Gig Harbor.

Please continue reading on the back 

(If more space is necessary, please continue on the back of this page only)

Finholm Marketplace Association Board

President	Charles Bucher, Harbor Home Design
Vice President/Secretary	Pauline Winchell, Ebb Tide Gallery
Treasurer	Aidan Fogarty, Water's Edge Gallery

Finholm Marketplace Association

Vendor Information Sheet

Organization Type: 501-(c)3

WA Tax I.D. Number: 91 209 44 40

Address:

Finholm Marketplace Association
ATTN: Charles Bucher, President
8811 N. Harborview Drive, Ste. A
Gig Harbor, WA 98332

Date established: Feb. 16, 2000

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries / professional fees (indicate rate of pay)	
14 artists- decorate fish 1400 hrs X \$30/hr	42,400.00
3 people - grind moulds 20 hrs X \$20/hr	
12 to plan and implement entire project & auction:	2,560.00
320 hrs X \$8.00/hr	
	\$44,960.00

b) Supplies / Materials	
Cast & bond fish	4,650.00
Build stands and mount fish	2,300.00
	\$ 6,950.00

c) Space Rental	
Auction Banquet Room	\$ 1,000.00

d) Marketing / Promotion	
Newspaper ads, posters, brochures,	
Auction invitations/tickets, postage, and	
information plaques at each fish display	\$ 3,400.00

e) Travel (who & where)	
	\$.00

f) Other Expenses (identify)	
Auction dinner	3,000.00
Auction proceeds beneficiaries: school art	20,900.00
programs & Wildwatch environmental education	
	\$ 23,900.00

total project cost	\$ 80,210.00
Enter in #4 (right-hand column)	

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees:	
Auction ticket sales	\$ 5,250.00
Grants / Donations:	
Corporate sponsors	\$ 11,000.00
Government Support	\$.00
Other- Salmon auction proceeds	\$ 12,000.00
total	\$ 28,250.00

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc. and their value).

G.H.City Marketing	
Dept-printing & promotional materials =	\$ 3,000.00
14 artists time:	
1400 hrs. X \$30/hr=	\$ 42,000.00
3 people to prep fish moulds: 20 hrs X \$20/hr =	\$ 400.00
12 volunteers to plan	\$ _____
& organize entire event:	\$ _____
320 hrs. X \$8.00/hr =	\$ 2,560.00
total	\$ 47,960.00

Enter in #3 below

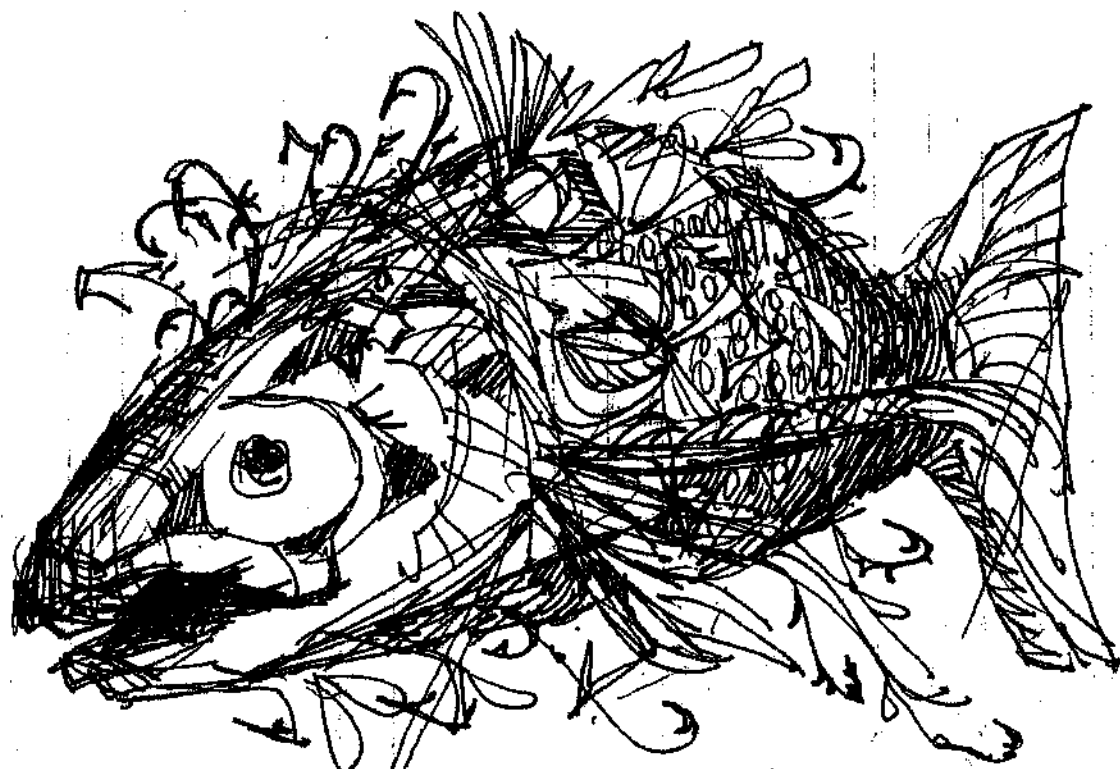
The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested	\$ 4,000.00
2. cash match	\$ 28,250.00
3. in-kind match	\$ 47,960.00
4. total project cost	\$ 80,210.00

Artistic Work Samples

The following pages are a few examples of the artists' designs submitted with their applications to be juried for our Salmon project.

The last color page shows designs created by artists for the Anchorage "Wild Salmon on Parade" event, which we are trying to re-create for Gig Harbor.



"Perilous Journey" by George Harter

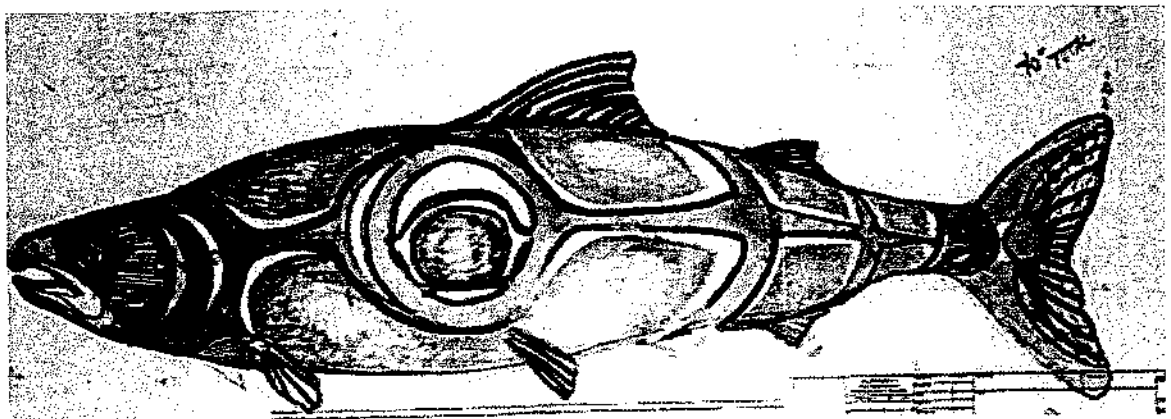
Fish hooks & line
showing dangers
faced by salmon
in open waters.

SALMON SPIRIT.... BY ARTIST BEV PEDERSEN

INSPIRED BY DESIGNS OF THE NORTHWEST COASTAL INDIAN ART THIS
"SPIRIT SALMON" ALLOWS PERSONAL ARTISTIC INTERPRETATION.

TWO BASIC CONSIDERATIONS DIRECTED MY CREATIVE ENERGY:
AESTHETIC APPEAL AND THE TECHNICAL CHALLENGE OF NEW
MATERIALS.

SOFT LEATHER COVERS THE ENTIRE 40" OF A HARD , ROUNDED FORM.
PIECES OF COLORED LEATHER ARE FIRST CUT, LAYERED AND MACHINE
STITCHED TO THE MAIN PIECES COVERING THE STRUCTURE. THE
CHALLENGING FINAL STAGE IS TO FIT AND GLUE THE LEATHER
SMOOTHLY ON THE RESIN BODY. SALMON SPIRIT IS OFFERED AS A
TRIBUTE TO OUR NATIVE NORTHWEST CULTURES.



Tiled with iridescent multi -
colored glass tiles

Tiled with iridescent multi -
colored glass tiles

Painted with Interference colors
in metallic silvers, pinks, green,
blues, etc.

Painted with Interference colors
in metallic silvers, pinks, green,
blues, etc.

Painted with Interference colors
in metallic silvers, pinks, green,
blues, etc.

GALLERY ROW

CONTACT:

Kate Larsson 253-265-1662

Mary Bessette 253-265-3820



Anchorage event

5

**AGREEMENT BETWEEN GIG HARBOR AND PENINSULA COMMUNITY CHORUS
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA COMMUNITY CHORUS, a 501-C3 corporation of Washington, PO Box 1461, Gig Harbor, WA, 98335, (hereinafter "PENINSULA COMMUNITY CHORUS"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that Two Thousand dollars and no cents (\$2000.00) be given to the PENINSULA COMMUNITY CHORUS to pay for marketing, development and professional fees, and as further described in the grant application submitted by PENINSULA COMMUNITY CHORUS, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to PENINSULA COMMUNITY CHORUS for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide Two Thousand Dollars (\$2,000.00) in funding to PENINSULA COMMUNITY CHORUS to perform the following activities and no others:

To help produce two community concerts on April 16, 2005 and date to be determined in the Christmas season. Each concert will have two performances each.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to PENINSULA COMMUNITY CHORUS under this Agreement shall not exceed Two Thousand Dollars and no cents (\$2,000.00) and will be paid upon receipt of invoice from PENINSULA COMMUNITY CHORUS. PENINSULA COMMUNITY CHORUS shall

expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. PENINSULA COMMUNITY CHORUS shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of PENINSULA COMMUNITY CHORUS with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. PENINSULA COMMUNITY CHORUS agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. PENINSULA COMMUNITY CHORUS agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that PENINSULA COMMUNITY CHORUS has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against PENINSULA COMMUNITY CHORUS to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither PENINSULA COMMUNITY CHORUS, nor any employee, officer, official or volunteer of PENINSULA COMMUNITY CHORUS shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to PENINSULA COMMUNITY CHORUS or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. PENINSULA COMMUNITY CHORUS agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of PENINSULA COMMUNITY CHORUS under this Agreement.

The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against PENINSULA COMMUNITY CHORUS to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PENINSULA COMMUNITY CHORUS agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

PENINSULA COMMUNITY CHORUS

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title Peninsula Community Chorus

total grant amount requested \$2000

fiscal/grant year 2005

**legal name of organization
or individual**

Peninsula Community Chorus

address Beth Mears
c/o Rosina Vortz P.O. Box 1461

city, state & zip code Gig Harbor, WA 98335

telephone & e-mail 253-853-6847 258-2650 meriwife@hotmail.com

contact person & title Beth Mears, President

address 13806 12th Ave NW
~~13114 Wallace Rd. SE~~

city, state & zip code Gig Harbor
~~Gig Harbor, WA 98359~~ 98335

project summary A brief project description, event date and location as applicable.

Peninsula Community Chorus (PCC) makes this proposal in order to produce two community

concerts in the coming year. The first to be held on April 16, 2005 will include a

variety of music from Morten Lauridsen, a contemporary composer from Los Angeles, CA.

The second will be held during the Christmas season and the music selection process is

underway at this time. The PCC board plans to hire a number of local and regional

instrumentalists to accompany the chorus's efforts to bring quality choral music to the

continued on reverse

Project Summary (continued)

community. The concerts are each presented twice. One concert is held in the mid-afternoon for the convenience of senior citizens and the other in the evening when many families attend. The goal and mission of the PCC is to bring quality music to our citizens for a reasonable and affordable price. (\$5 for students and \$10 for adults)

Project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

Peninsula Community Chorus has existed as a committed group of singers on the Peninsula for over 50 years being organized in the early 1950s. Many of the current members have sung with the group for over 20 years. The group was incorporated as a non-profit in the early 1990s. In addition to producing two regular concert seasons, fall and spring, the chorus makes several other appearances during the year. In recent years, the chorus has appeared at "Starry Night", various Christmas events such as the tree lighting at Jerisich Park, the Holiday Musicale at the Chapel Hill Church, and at several nursing homes in the community. The chorus recently held the second annual "Messiah Sing Along" at the United Methodist Church which was attended by over 100 people of all ages.

Our goal as an organization is to provide learning and entertainment through a wide variety of musical selections. Auditions are not required for general membership; we want all those who love music and have a desire to share their talents with us to join us. Members pay nominal dues and purchase their own music, and meet once a week for approximately 12 weeks to prepare for each performance. The primary reason most of our members join is simply their love of choral music.

Our audiences have been appreciative and supportive. Our members are devoted to their art, and the community has greatly benefited from the efforts expended to bring a high quality choral music product to the Peninsula. However, we feel we are at a crossroads and would like to take our group to the next level of quality by increasing the awareness in the community and to attract more singers and larger audiences. To that end, we are proposing to undertake significant marketing and public relations efforts in the coming year.

(If more space is necessary, please continue on the back of this page only)

Peninsula Community Chorus (continued)

Ideally, we would like to employ a group or individual to plan and carry out a campaign to both increase membership in the organization and to increase the size of audiences at our performances. We already maintain excellent relationships with local media such as the Peninsula Gateway, Tacoma News-Tribune, the Bremerton Sun, the Port Orchard Independent, and the Key Center News. We have used colorful and distinctive posters to advertise our concerts throughout the community and have used a number of other media to draw audiences.

We would like to establish a web site where the chorus could provide information on performance dates, times, repertoire, membership information, and a general profile of the organization. In the coming months we would like to reach out the Tacoma Community College, Pacific Lutheran University, and the University of Puget Sound for students who might be interested in singing with us in order to enrich our sound and provide greater depth. We are also considering the use of a student intern in the field of advertising marketing or public relations to assist us with these outreach efforts. This program will require funding to produce quality advertising, potentially a distinctive new logo, mailings to potential new members, sponsors, and media. If we were granted \$2000 from the Commission, we feel we could achieve significant and long lasting results which would translate directly into a high quality musical program for the community.

Our annual budget is as follows: (2004)

Salaries:	\$3590.00
Promotions:	300.00
Supplies:	450.00
Insurance:	256.00
Music:	1000.00
	<hr/>
	\$5596.00

These expenses are offset by the following income: (2004)

Member Dues:	\$2971.00
Ticket Sales:	2557.00
Donations:	375.00
Patrons:	600.00
Grants:	450.00
	<hr/>
	\$6953.00

Peninsula Community Chorus Board of Directors

President:	Beth Mears
Vice-President:	Judie Rose
Secretary:	Gretchen Russell
Treasurer:	Jade Tupper
Member-at-Large:	Brent Walton

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries / professional fees (indicate rate of pay)	
<u>Director</u>	
<u>Accompanist</u>	
	<u>\$ 3590.00</u>
b) Supplies / Materials	
<u>Postage, Envelopes, Paper, Printing</u>	
<u>Misc.</u>	
	<u>\$ 450.00</u>
c) Space Rental	
<u>Rehearsal and Concerts rental</u>	
	<u>\$ 1204.00</u>
d) Marketing / Promotion	
<u>Web Site development</u>	
<u>Marketing planning</u>	
<u>Student Intern and promotional materials</u>	<u>\$ 2,000</u>
e) Travel (who & where)	
	<u>\$</u>
f) Other Expenses (identify)	
<u>Insurance</u>	
	<u>\$ 256.00</u>
total project cost	<u>\$ 7500.00</u>

Enter in #4 (right-hand column)

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees	<u>\$ 5 500.00</u>
Grants / Donations	<u>\$ 2000.00</u>
Government Support	<u>\$</u>
Other	<u>\$</u>
total	<u>\$ 7.500</u>

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc. and their value).

	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
total	<u>\$</u>

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested	<u>\$ 2000.00</u>
2. cash match	<u>\$ 5,500.00</u>
3. in-kind match	<u>\$</u>
4. total project cost	<u>\$ 7 500.00</u>

**AGREEMENT BETWEEN GIG HARBOR AND GIG HARBOR PENINSULA
HISTORICAL SOCIETY FOR
DISTRIBUTION OF GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the GIG HARBOR PENINSULA HISTORICAL SOCIETY, A 501-C3 non-profit corporation of Washington, PO Box 744, Gig Harbor, WA, 98335, (hereinafter "GHPHS"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Two Hundred Twenty-five Dollars and no cents (\$1,225.00) be given to the GHPHS to pay for Native American and Permanent Harbor Heritage Exhibits, and as further described in the grant application submitted by GHPHS and attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to GHPHS for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Two Hundred Twenty-five Dollars (\$1,225.00) in funding to GHPHS to perform the following activities and no others:

Purchase and install a Native American and Permanent Harbor Heritage Exhibits on the Historical Society's premises.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to GHPHS under this Agreement shall not exceed One Thousand Two Hundred Twenty-five Dollars (\$1,225.00) and will be paid upon receipt of invoice from GHPHS. GHPHS shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. GHPHS shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of GHPHS with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. GHPHS agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. GHPHS agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that GHPHS has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against GHPHS to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither GHPHS, nor any employee, officer, official or volunteer of GHPHS shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to GHPHS or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. GHPHS agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of GHPHS under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against GHPHS to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GHPHS agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

THE Gig Harbor Peninsula Historical Society

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application

complete

application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title : Native American and Permanent Harbor Heritage Exhibits

total grant amount requested \$1225

fiscal/grant year: 2005

legal name of organization
or individual

Gig Harbor Peninsula Historical Society

address PO Box 744

city, state & zip code Gig Harbor, WA 98335

telephone & e-mail 253-858-6722 jennifer@gigharbormuseum.org

contact person & title Jennifer Kilmer, Executive Director

address PO Box 744

city, state & zip code Gig Harbor, WA 98335

project summary A brief project description, event date and location as applicable.

Following on the closure of our Smithsonian traveling exhibit on February 19, GPHS will mount two new permanent exhibits. The first will focus on the early Native Americans who resided in and around Gig Harbor. This exhibit will showcase Native American artifacts in the Society's collections, including baskets made by Annie Squally, stone implements, trading beads, a Chinook Jargon book, and a beaded tobacco pouch. The second exhibit will tell the story of Gig Harbor's first families, focusing on their cultural heritage and their contributions to the development and growth of Gig Harbor. The exhibit will feature artifacts, photos, oral histories, and archival materials specific to each family.

project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

1. The Gig Harbor Peninsula Historical Society (GPHS) was founded in 1963, opened a museum in 1973, and was awarded 501(c)(3) public charity status in 1976. The mission of the society is to create opportunities to experience the heritage of the greater Gig Harbor communities. We do this by collecting, preserving, and sharing this area's history. The society's current programs include gallery exhibits reflecting the history of the harbor and its inhabitants, educational outreach to local schools (our education coordinator made more than 55 classroom visits in 2004), and community events such as the Heritage Row and History Cruise promoting the Peninsula's history. The organization's current annual operating budget is just over \$200,000.

2. Funding is requested for the creation of two new permanent exhibits at the Gig Harbor Peninsula Historical Museum focused on the early inhabitants of Gig Harbor. The goal of the project is to educate Gig Harbor Peninsula residents and visitors about the people and families that lived in early Gig Harbor and helped shape development of the town and surrounding areas.

The previous permanent exhibit was on display at the museum from 1998 until November of 2004, and was disassembled to accommodate the traveling Smithsonian exhibit. In order to provide a fresh museum experience for our guests, we plan to mount these two permanent exhibits which will remain on display until 2007 when the museum will move to our new waterfront location. Periodic new exhibits increase public access to our collections by featuring new artifacts and information, and help renew interest among regular patrons.

In the past, GPHS has offered very little information to our guests about the Native American peoples who once populated the harbor. As the original inhabitants of the harbor, we believe the local history of the Nisqually and Puyallup tribes should be showcased in the Gig Harbor Peninsula museum. Toward that end, we have installed a plexiglass encased bookcase in order to safely display our collection of Native American artifacts, which includes reed baskets made by Annie Squally, small stone implements, a beaded tobacco pouch, and trading beads. These artifacts will be accompanied by photos and interpretive signage telling the story of the early Native American residents – how they lived and worked, and how they interacted with the early white settlers in the region. The museum plans to work closely with the Puyallup and Nisqually Tribes in preparation for this exhibit.

The second permanent exhibit will focus on the early non-native settlers of the Gig Harbor Peninsula, including the Jerisich, Burnham, Goodman, Hunt, Sehmel, Uddenberg, and Sandin families. Particular emphasis will be placed on the cultural heritage of these early settlers, who hailed from Croatia, Dalmatia, Slovenia, Sweden, Norway, Finland, and other nations. A timeline of Gig Harbor area history will be developed, with an accompanying photo collage. In addition, mural size photos and silk screened panels will be utilized to accentuate key ideas and individuals.

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries / professional fees (indicate rate of pay)

Construction services - \$20/hr x 20 hours - \$400

\$400

b) Supplies / Materials

Plexiglass - 5 sheets at \$45 per sheet = \$225

Lumber -- \$200

Paper, foam core, storyboards -- \$450

Silk-screen banners - 4 at \$60 each = \$240

\$1115

c) Space Rental

\$0

d) Marketing / Promotion

Advertisement in Gateway - \$120

\$120

e) Travel (who & where)

\$0

f) Other Expenses (identify)

Photo murals - \$725

Artifact mounts - \$100 (6 mounts)

\$825

total project cost

Enter in #4 (right-hand column)

\$2460

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees \$250

Grants / Donations \$585 - received

Government Support \$

Other \$

total \$835

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc. and their value).

Volunteer exhibit construction \$400

\$

\$

\$

\$

\$

total \$400

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$1225

2. cash match \$835

3. in kind match \$400

4. total project cost \$2460

Gig Harbor Peninsula Historical Society
BOARD OF TRUSTEES
2004-2005

Walt Smith – President
President, Active Construction
Served: 2 years
(253) 851-7937

Richard Pifer – Vice President
Vice President, Timberland Bank
Served: 3 years
(360) 598-5801

Carol Gorman – Treasurer
Community volunteer
Served: 5 years
(253) 851-1042

John Holmaas – Secretary
Associate Broker, Windermere Real Estate
Served: 6 years
(253) 851-0551

Linda McCowen
Community volunteer
Served: 3 years
(253) 858-2411

Jeff Greene
Founding Partner, Greene-Gasaway Architects
Served: less than 1 year
(253) 858-3283

Don Sehmel
Retired Business Owner
Served: 5 years
(253) 851-3895

Beth Perrow
Co-owner, Wade Perrow Construction
Served: 3 years
(253) 851-9309

Carol Johnson
Realtor, Windermere Real Estate
Served: 2 years
(253) 858-5406

Mark Jorgenson
Partner, Gilligan, Ryan & Jorgenson
Served: 3 years
(253) 851-3425

Ron Robertson
President, Aslan Asset Strategies LLC
Served: 2 years
(253) 851-8819

Cheri Johnson
Second Vice Pres., Investments, Smith Barney
Served: 2 years
(253) 858-6200

**AGREEMENT BETWEEN GIG HARBOR AND PENINSULA YOUTH ORCHESTRA
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA YOUTH ORCHESTRA, a 501C-3 non-profit corporation of Washington, 6200 Soundview Drive, #J102, Gig Harbor, WA, 98335, (hereinafter "PENINSULA YOUTH ORCHESTRA"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Five Hundred Dollars and no cents (\$1,500.00) be given to the PENINSULA YOUTH ORCHESTRA to pay for Marketing, Development and Professional Fees, and as further described in the grant application submitted by PENINSULA YOUTH ORCHESTRA, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to PENINSULA YOUTH ORCHESTRA for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Five Hundred Dollars (\$1,500.00) in funding to PENINSULA YOUTH ORCHESTRA to perform the following activities and no others:

To offer a summer day string camp for students age 7 through 18, held on August 15-19, 2005 at Harbor Covenant Church.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to PENINSULA YOUTH ORCHESTRA under this Agreement shall not exceed One Thousand Five Hundred Dollars (\$1,500.00) and will be paid upon receipt of invoice from PENINSULA YOUTH ORCHESTRA. PENINSULA YOUTH ORCHESTRA shall expend

the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. PENINSULA YOUTH ORCHESTRA shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of PENINSULA YOUTH ORCHESTRA with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. PENINSULA YOUTH ORCHESTRA agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. PENINSULA YOUTH ORCHESTRA agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that PENINSULA YOUTH ORCHESTRA has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against PENINSULA YOUTH ORCHESTRA to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither PENINSULA YOUTH ORCHESTRA, nor any employee, officer, official or volunteer of PENINSULA YOUTH ORCHESTRA shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to PENINSULA YOUTH ORCHESTRA or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. PENINSULA YOUTH ORCHESTRA agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of PENINSULA YOUTH ORCHESTRA under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against PENINSULA YOUTH ORCHESTRA to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PENINSULA YOUTH ORCHESTRA agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

PENINSULA YOUTH ORCHESTRA

By _____
Its Mayor

By _____
Its _____

ATTEST:

APPROVED AS TO FORM:

Molly Towslee, City Clerk

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title 2005 String Camp
 total grant amount requested \$ 3,500
 fiscal/grant year 2005

legal name of organization or individual Peninsula Youth Orchestra

address 6200 Soundview T102

city, state & zip code Gig Harbor, WA 98335

telephone & e-mail 253-677-1641 paulallenpew@zol.com

contact person & title Paul Pew, director

address SAME

city, state & zip code _____

project summary A brief project description, event date and location as applicable.

The Peninsula Youth Orchestra is a 7 year old 501(c)3 arts education program in Gig Harbor currently serving about 100 young musicians with a professional staff of four and an enthusiastic group of volunteers. The public schools in the Peninsula School District do not offer an orchestra program. We are believers in the benefits of an arts education for children and have chosen to build a youth orchestra program in Gig Harbor. The Peninsula Youth Orchestra String Camp is an annual summer day camp for students age 7 through 18. The camp is held August 15 - 19, 2005 at Harbor Covenant Church in Gig Harbor. This year marks our seventh annual String Camp.

project title 2005 Spring Camp

project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

Although this is our seventh annual string camp, this year's summer program promises to be a first in many ways. The theme of this year's camp is "World Music." The clinicians the students will meet and work with will be instructing and inspiring them in music that the students have probably never heard. To the best of our knowledge this sort of clinic has never been offered in Gig Harbor. At the final concert there will be a premiere of a new orchestral work by Gig Harbor composer Paul Pew.

This project will increase public access to the arts for two specific groups: the participants in the program and those who attend the two concerts the program will produce. First, the students who attend string camp will be exposed to musical experiences that are familiar, experiences that are special, and some experiences that are completely unique. All string players work on technique, and our directors will be instructing them in intonation, tone, and rhythm through rehearsals, sectionals, and master classes. These are familiar lessons to string players and are an ongoing part of their lives as musicians. The participants will also have the special experience of ensemble playing -- an experience that was unavailable to them on the Peninsula for years until the formation of the Peninsula Youth Orchestra and its String Camp. Learning to play in an ensemble is an important and fun part of the young musicians' growth.

Secondly, there will be two major concerts, both open to the public and free. A Master's Concert featuring the staff of the Camp (all professional musicians) will be a high quality evening of music. The final concert the students present on Friday night is an exciting demonstration of what they have been doing all week in ensemble playing. Attendance at last year's two concerts was a combined total of over 500 people, and we anticipate at least that many this year.

Each of our staff members' teaching is informed by at least 25 years of professional teaching and performing experience. The clinicians we bring in are leaders in their fields. Making sure the students are receiving the very highest quality instruction is our first priority.

project title 2005 Spring Camp

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries / professional fees (indicate rate of pay)

Directors 3,200
Admin 3,100 / Assistants 1,000
Clinicians 1,100 / (in kind) \$ 8,400

b) Supplies / Materials

Music 600
Copies/supplies 200
 \$ 800

c) Space Rental

Harbor Covenant 1,500
(in kind)
 \$ 1,500

d) Marketing / Promotion

 \$ 1,400

e) Travel (who & where)

 \$ —

f) Other Expenses (identify)

Contingency

 \$ 500

total project cost

Enter in #4 (right-hand column)

\$ 12,600

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees \$ 4,000
Grants / Donations \$ 3,000
Government Support \$ _____
Other Receipt \$ 500
total \$ 7,500

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc. and their value).

Venue \$ 1,500
Professional \$ _____
Volunteers \$ 1,000
_____ \$ _____
_____ \$ _____
total \$ 2,500

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$ 3,500
2. cash match \$ 7,500
3. in-kind match \$ 2,500
4. total project cost \$ 13,500

**AGREEMENT BETWEEN GIG HARBOR AND GIG HARBOR QUILT FESTIVAL
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the GIG HARBOR QUILT FESTIVAL, a 501C-3 non-profit corporation of Washington, 5114 Pt. Fosdick Drive NW, #E, PMD17, Gig Harbor, WA, 98335, (hereinafter "GIG HARBOR QUILT FESTIVAL"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that Two Thousand Dollars and no cents (\$2,000.00) be given to the GIG HARBOR QUILT FESTIVAL to pay for Marketing, Development and Professional Fees, and as further described in the grant application submitted by GIG HARBOR QUILT FESTIVAL, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to GIG HARBOR QUILT FESTIVAL for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide Two Thousand Dollars (\$2,000.00) in funding to GIG HARBOR QUILT FESTIVAL to perform the following activities and no others:

To hire two instructors, Ms. Sharon Pederson and Ms. Heidi Lund to teach, in conjunction with Gig Harbor 2005 Quilt Festival and Quilt Classes .

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to GIG HARBOR QUILT FESTIVAL under this Agreement shall not exceed Two Thousand Dollars (\$2,000.00) and will be paid upon receipt of invoice from GIG HARBOR QUILT FESTIVAL. GIG HARBOR QUILT FESTIVAL shall expend the funds prior to December

31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. GIG HARBOR QUILT FESTIVAL shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of GIG HARBOR QUILT FESTIVAL with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. GIG HARBOR QUILT FESTIVAL agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. GIG HARBOR QUILT FESTIVAL agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that GIG HARBOR QUILT FESTIVAL has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against GIG HARBOR QUILT FESTIVAL to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither GIG HARBOR QUILT FESTIVAL, nor any employee, officer, official or volunteer of GIG HARBOR QUILT FESTIVAL shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to GIG HARBOR QUILT FESTIVAL or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. GIG HARBOR QUILT FESTIVAL agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of GIG HARBOR QUILT FESTIVAL under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against GIG HARBOR QUILT FESTIVAL to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GIG HARBOR QUILT FESTIVAL agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

GIG HARBOR QUILT FESTIVAL

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title Gig Harbor Quilt Festival, Quilt Classes
total grant amount requested \$2245.00
fiscal/grant year 2005

**legal name of organization
or individual**

Gig Harbor Quilt Festival

address 5114 Point Fosdick NW #E PMD17

city, state & zip code Gig Harbor, WA 98335

telephone & e-mail 253 857-2427

contact person & title Susan Puterbaugh, Director

address 5107 89th Ave NW

city, state & zip code Gig Harbor, WA 98335

project summary A brief project description, event date and location as applicable.

The Gig Harbor Quilt Festival was started five years ago to promote quilting as an art through a community wide event. We showcase local artists and provide educational opportunities to local and visiting quilters and fiber artists. Our event is scheduled to be held the end of September and the first week of October 2005 at various venues throughout Gig Harbor. The quilt classes will be held at The Inn at Gig Harbor.

We have arranged to have Sharon Pederson teach for three days. She is a nationally know teacher and the author of several quilt books. She will also give a lecture and trunk show, most likely at a luncheon. Ms. Pederson lives in Vancouver, B.C.

Heidi Lund is also scheduled to teach for several days. Ms. Lund lives in the Bremerton area and aught at our event last year. She was very popular and will be expanding her program for returnin students. Ms. Lund is a national award-winning designer.

project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

The Gig Harbor Quilt Festival was started over five years ago to promote quilting as an art form and The City of Gig Harbor. Our city-wide event includes a Quilt Walk to involve local merchants, Invitational Quilts that are displayed throughout the summer and during the Festival, quilt classes taught by nationally known teachers and the Gala Dinner and Auction where the Invitational Quilts are auctioned. We are very proud of the auction, as we have raised over \$80,000.00 in four years. We have been committed to donating 100% of the proceeds from the auction to our selected local and national breast cancer charities. We are also very proud that the Invitational Quilts were displayed at our new Civic Center this year. Visitors to the center were able to view the quilts and read about the artists and their inspiration.

Our event has evolved over the years. In 2004 we became a 501(c) 3 corporation. The festival also added, along with our local quilt guild, The Gig Harbor Quilters, an exhibition at the United Methodist Church. This was in response to requests that we have more quilts on display for our visitors to look at. Paradise Cabaret Theatre presented "Quilters" a musical by Molly Newman and Barbara Damashek during the 2004 festival. Each year the Gig Harbor Peninsula Historical Society has had an exhibition of quilts for the public to admire. The festival also supports the Comfort Quilts Project. Lap sized quilts are donated and given to community members undergoing treatment for breast cancer. Also during the 2004 festival local, regional and national Long-arm Machine Quilters graciously volunteered their talents to quilt all twenty-three of the bed-sized quilts to be auctioned at our Gala Dinner. These talented artists beautifully embellished the quilts with their wonderful designs. 2004 also saw a major improvement in our website, gigharborquiltfestival.org. Current information about the festival was constantly updated and included pictures of the quilts to be auctioned at the Gala Dinner. Complete information about all of our teachers and the classes offered was also available on the website. Registration forms could be downloaded and many links were established, including information about Gig Harbor and lodging options for out-of-town visitors.

The Gig Harbor Quilt Festival 2005 will include many of the same elements as in past years along with some new ones. It has been one of our goals to keep the festival fresh by letting it evolve from year to year. This is one way we hope to involve more and more members of our community. We want to keep the successful elements and allow for some new ones. This year we are adding a Challenge Quilt Contest. Community members will be asked to create quilts of a certain size and theme. The quilts will be displayed and a viewer's choice will be awarded a prize. A wonderful prize has been procured for this contest.

Each year in November the festival committee has had a meeting to critic the entire event. We have always made an effort to involve people from all of the events that have taken place. Many good ideas for improvement have come from these meetings. The following year's festival starts to take shape and move forward from this meeting. What started as a few dedicated volunteers has progressed to an organized non-profit corporation. The original core group is still very involved and many new volunteers have come forward with the same dedication to exposing our community to the generous and talented fiber artists living here in Gig Harbor.

The purpose of our request this year is to enable us to continue to bring exciting national quilt teachers to our area for our community to learn from. In the past to be able to accomplish this we have needed to charge a high fee to cover our cost of teachers, classrooms and related expenses. This high fee has precluded some students from being able to attend our classes. This year we hope to be able to charge a nominal fee of around \$30.00 and included many more community members in our classes. We also hope to attract quilters from outside Gig Harbor to come for a visit and enjoy our festival. The classes we are offering will appeal to all levels of quilters and other fiber artists. This years teachers are extremely accomplished. Sharon Pederson has several books on quilting published and Heidi Lund has won several national competitions with her incredible creations and amazing embellishments.

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries / professional fees (indicate rate of pay)
Teachers fees 2525.00
 Pederson \$450.00 per day/\$275.00 per lecture
 Lund \$300 per day
\$2525.00

b) Supplies / Materials
Meals for teachers

\$250.00

c) Space Rental
Classroom - 2 rooms @ 3 days each

900.00

d) Marketing / Promotion
See in kind

\$

e) Travel (who & where)
 Mileage @ \$0.375 per mile
 Pederson 400 miles
 Lund 166 miles
\$215.00

f) Other Expenses (identify)
 Postage
 Insurance, credit card commission and phone
 Pro-rated @ 50% of total cost

\$600.00

total project cost \$4490.00
 Enter in #4 (right-hand column)

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees \$2700.00
 Grants / Donations \$
 Government Support \$
 Other \$
total \$2700.00

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc. and their value).

Hotel \$ 600.00
 Printing of brochure \$ 800.00
 Volunteer \$ 150.00
 Coordinator \$ 200.00
 Website \$ 300.00
\$
total \$2050.00

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$2245.00
2. cash match \$2700.00
3. in-kind match \$2050.00
4. total project cost \$4490.00

**AGREEMENT BETWEEN GIG HARBOR AND WASHINGTON STATE MUSIC
TEACHERS ASSOCIATION
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the WASHINGTON STATE MUSIC TEACHERS ASSOCIATION, a 501C-3 non-profit corporation of Washington, 11508 68th Avenue Court NW, Gig Harbor, WA, 98332, (hereinafter "WASHINGTON STATE MUSIC TEACHERS ASSOCIATION"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Dollars and no cents (\$1,000.00) be given to the WASHINGTON STATE MUSIC TEACHERS ASSOCIATION to pay for Marketing, Development and Professional Fees, and as further described in the grant application submitted by WASHINGTON STATE MUSIC TEACHERS ASSOCIATION, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to WASHINGTON STATE MUSIC TEACHERS ASSOCIATION for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide One Thousand Dollars (\$1,000.00) in funding to WASHINGTON STATE MUSIC TEACHERS ASSOCIATION to perform the following activities and no others:

To offer student musicians an opportunity to study and perform piano trio literature (for piano, violin, and cello) and present a free public concert on November 4, 2005 at Agnus Dei Lutheran Church and also performances at three elementary schools to expose third through fifth graders to chamber music.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to WASHINGTON STATE MUSIC TEACHERS ASSOCIATION under this Agreement shall not exceed One Thousand Dollars (\$1,000.00) and will be paid upon receipt of invoice from WASHINGTON STATE MUSIC TEACHERS ASSOCIATION. WASHINGTON STATE MUSIC TEACHERS ASSOCIATION shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. WASHINGTON STATE MUSIC TEACHERS ASSOCIATION shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of WASHINGTON STATE MUSIC TEACHERS ASSOCIATION with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. WASHINGTON STATE MUSIC TEACHERS ASSOCIATION agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. WASHINGTON STATE MUSIC TEACHERS ASSOCIATION agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that WASHINGTON STATE MUSIC TEACHERS ASSOCIATION has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against WASHINGTON STATE MUSIC TEACHERS ASSOCIATION to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither WASHINGTON STATE MUSIC TEACHERS ASSOCIATION, nor any employee, officer, official or volunteer of WASHINGTON STATE MUSIC TEACHERS ASSOCIATION shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to WASHINGTON STATE MUSIC TEACHERS ASSOCIATION or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. WASHINGTON STATE MUSIC TEACHERS ASSOCIATION agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each

contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of WASHINGTON STATE MUSIC TEACHERS ASSOCIATION under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against WASHINGTON STATE MUSIC TEACHERS ASSOCIATION to enforce any of the terms of this Agreement and the City prevails in such lawsuit, WASHINGTON STATE MUSIC TEACHERS ASSOCIATION agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

WASHINGTON STATE MUSIC TEACHERS ASSOCIATION

By _____
Its Mayor

By _____
Its _____

ATTEST:

APPROVED AS TO FORM:

Molly Towslee, City Clerk

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title: Student Piano Trio Project**total grant amount requested: \$1000****fiscal/grant year: 2005**

legal name of organization
or Individual **Washington State Music Teachers Association**
Julie Spargo, President

address **11508 68th Ave. Ct. NW**

city, state & zip code **Gig Harbor, WA 98332**

telephone & e-mail **857-7918 (spargopi@aol.com)**

contact person & title **Kathy Strickland, Chair**

address **4411 80th Ave. NW (kdstrick@centurytel.net)**

city, state & zip code **Gig Harbor, WA 98335**

project summary A brief project description, event date and location as applicable.

The purpose of this project is to offer student musicians an opportunity to study and perform piano trio literature (for piano, violin, and cello) and to provide the community the experience of live chamber music performances. Student musicians will begin trio rehearsals on Mon., Sept. 26, 2005

and will continue for 6 weeks. Four of the sessions will be coached by professional musicians.

Rehearsals will take place at several different studios of professional teachers. On Nov. 4 a public

Concert will be given at Agnus Dei Lutheran Church in Gig Harbor. Elementary schools and

retirement homes will be contacted by Sept., and plans are to take a trio program to three elementary schools and two retirement homes in Gig Harbor.

project narrative

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

The Gig Harbor Chapter of the Washington State Music Teachers Association is in its 17th year of existence. Its goals are to provide a variety of educational experiences each year for music students. Among them are: adjudications, Music Olympics, monthly student recitals, a scholarship program, and two piano trio programs. The chapter also nurtures music in the community through concerts.

The Piano Trio Project is now in its third year. The first two years proved to be highly successful. We were awarded two \$500 grants (from the Music Teachers National Association and from the Baker Foundation of Tacoma) as seed money to begin. This program consists of organizing eight trios, each comprised of a pianist, violinist, and cellist. These 24 students will learn to create music in small ensembles under the tutelage of professional coaches. This is the first project of its kind in Gig Harbor that provides opportunity for piano students to have an ensemble experience and for string students to be involved in chamber music.

The trios will rehearse for six weeks and then will present a free public concert on Nov. 4 at Agnus Dei Lutheran Church. Programs will also be performed in three elementary schools to expose third through fifth grade students to chamber music. Plans are also to play recitals in two retirement homes. The people in both these groups have limited access to chamber music concerts.

A certain amount of evaluation will come from observing the growth of the groups and of the individual musicians. Much of what we are doing can be measured only as food for growth. An increase of interest of performers wanting to participate also will prove that goals are being met. For a more concrete evaluation we will issue evaluation forms to people involved.

There is no doubt our chapter will organize this project and implement its goals with success. The chapter has a long history of successful projects, programs, concerts, and events. In order to continue to grow and provide for trio students we need to build a permanent library of music scores and recordings for study as well as obtain general support for this project.

The organizing committee consists of:

- Kathy Strickland, Chair—pianist, teacher, performer from Gig Harbor
- Andrea Bryant—violinist, teacher, performer from Gig Harbor
- Mary Manning—violinist, teacher, performer from Gig Harbor
- Susan Luebeck—pianist and teacher in Gig Harbor, pianist at Agnus Dei Lutheran Church
- Margaret Thorndill—cellist, teacher, performer from University Place, on staff at University of Puget Sound
- Dale Strickland—retired music teacher and active in Gig Harbor community arts

Thank you for your consideration and for your efforts in making Gig Harbor a wonderful place to live and to raise a family.

1. project budget

this detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries / professional fees (indicate rate of pay)

Professional coaches	1850

\$1850	

b) Supplies / Materials: Printing	75

Music scores	500

Recordings	128

2 stand lights	\$ 75

\$778	

c) Space Rental	
Agnus Del Lutheran Church	150

\$ 150	

d) Marketing / Promotion	
Peninsula Gateway	50

Flyers	45

\$ 95	

e) Travel (who & where)	

\$	

f) Other Expenses (identify)	
Postage	25

\$ 25	

total project cost **\$ 2898**
 Enter in #4 (right-hand column)

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees	\$ 1560

Grants / Donations	\$ 200

Government Support	\$

Other	\$

total	\$ 1760

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc. and their value).

Rehearsal space	\$ 800

Printing	\$ 150

Mileage	\$ 75

20 volunteer hours	\$ 140

_____	\$
_____	\$
total	\$ 1165

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested	\$ 1000
2. cash match	\$ 1760
3. in-kind match	\$ 1165
4. total project cost	\$ 2898

**AGREEMENT BETWEEN GIG HARBOR AND GIG HARBOR FARMER'S MARKET
FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the GIG HARBOR FARMERS MARKET, a 501C-3 non-profit corporation of Washington, 3500 Hunt Street, Gig Harbor, WA, 98335, (hereinafter "GIG HARBOR FARMERS MARKET"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that Two Thousand Six Hundred Dollars and no cents (\$2,600.00) be given to the GIG HARBOR FARMERS MARKET to pay for Marketing, Development and Professional Fees, and as further described in the grant application submitted by GIG HARBOR FARMERS MARKET, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to GIG HARBOR FARMERS MARKET for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide Two Thousand Six Hundred Dollars (\$2,600.00) in funding to GIG HARBOR FARMERS MARKET to perform the following activities and no others:

To present eight free concerts and performances of local and student music groups, April through September at the Gig Harbor Farmers Market.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to GIG HARBOR FARMERS MARKET under this Agreement shall not exceed Two Thousand Six Hundred Dollars (\$2,600.00) and will be paid upon receipt of invoice from GIG HARBOR FARMERS MARKET. GIG HARBOR FARMERS MARKET shall expend

the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. GIG HARBOR FARMERS MARKET shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of GIG HARBOR FARMERS MARKET with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. GIG HARBOR FARMERS MARKET agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. GIG HARBOR FARMERS MARKET agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that GIG HARBOR FARMERS MARKET has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against GIG HARBOR FARMERS MARKET to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither GIG HARBOR FARMERS MARKET, nor any employee, officer, official or volunteer of GIG HARBOR FARMERS MARKET shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to GIG HARBOR FARMERS MARKET or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. GIG HARBOR FARMERS MARKET agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of GIG HARBOR FARMERS MARKET under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against GIG HARBOR FARMERS MARKET to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GIG HARBOR FARMERS MARKET agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

GIG HARBOR FARMERS MARKET

By _____
Its Mayor

By _____
Its _____

ATTEST:

APPROVED AS TO FORM:

Molly Towslee, City Clerk

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION grant application

complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

project title Entertainment at the Gig Harbor
Farmers Market

total grant amount requested \$2,600.00

fiscal/grant year 2005

**legal name of organization
or individual**

Gig Harbor Farmers Market

address

3500 Hunt Street

city, state & zip code

Gig Harbor, WA 98335

telephone & e-mail

253-851-7397, Pigs4112@aol.com

contact person & title

Dale Schultz, Chairman

address

4112 Olson Drive NW

city, state & zip code

Gig Harbor, WA 98335

project summary A brief project description, event date and location as applicable.

To present eight free concerts and performances of local musical artists, student music groups and performing arts, April thru September at the Gig Harbor Farmers Market located at Fred Stroh Memorial Field, 3500 Hunt Street, Gig Harbor, WA 98335

project narrative

project title Entertainment at the Gig Harbor Farmers Market

- 1. Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
- 2. Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
- 3. Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
- 4. New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

Gig Harbor Farmers Market Association has been providing fresh produce, fruit, flowers art, crafts and entertainment to the residents and guests of the greater peninsula area since 1990.

Our goal is to promote and encourage the development of local small-scale agriculture and crafts.

Our mission is to continually improve the market environment by among other things diversifying the types and quality of entertainment.

The GHFM current programs and activities include the following (1) Sponsor a Plant a Row for the Hungry, (2) Grow food at the market in one of our gardens for the Food Bank (FISH) in Gig Harbor, (3) Children's Garden, where children have a chance to plant vegetables, and flowers donated by the vendors and watch them grow throughout the season, (4) Children's tent at the market where children can explore and create different type of crafts and artwork, (5) Sponsor and run the Gig Harbor Chowder Cook Off, in conjunction with the City of Gig Harbor and Columbia Bank, (6) Garden experts have lectured at the market Ed Hume and Ciscoe Morris, (7) Harvest Event

he purpose of the request is to ask for funding to present eight different performances.

(1) A youth music workshop, (2) Blues concert, (3) Irish folk concert, (4) Jazz concert, (5) Local theater production, (6) Garden Lecturers, (7) Craft demonstrations, (8) Student musical group

This project will increase general public access to the arts in Gig Harbor for the following reasons. (1) Open to everyone (2) ADA accessible, (3) Held every Saturday, (4) Free admission and public parking, (5) entertainment is appropriate for all levels

The benefits of this project will give the community of Gig Harbor a wide range of exposure to local musicians, arts, crafts and artists, lectures by expert Gardeners, workshops and demonstrations of throwing pots, rug braiding, lavender wand making to name a few. It will be evaluated by the following criteria: (1) Customer feed back (2) vendor feedback (3) artist and entertainer feedback (4) Increase market attendance.

The Gig Harbor Board of Directors is well-positioned to implement this proposal request for the following reasons: (1) We have a large customer base already established, (2) We have been involved with the GHFM; for more than 12 years, (3) We have an excellent working relationship with the City of Gig Harbor and Lauren Lund, director of Tourism in sponsoring the Chowder Cook Off each year, (4) We are members of the Chamber of Commerce (5) We have the market site facilities, (6) Ample parking for 300 cars.

project title Entertainment at the Gig Harbor Farmers Market

1. project budget

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries / professional fees (indicate rate of pay)
 Inkind labor donated 25 hours at \$7.00 per hour-
 \$175.00, vendor donations \$1,200.00

\$1375.00

b) Supplies / Materials
 18/20 tent- \$800.00, material for stage and power-
 \$1825.00, Bose Sound system-\$2,600.00

\$5,225.00

c) Space Rental
 Three stall spaces at the market at a cost of \$20 per
 space for 8 weeks-\$480.00. Lease of Stroh's Field-
 \$240.00 rental

\$720.00

d) Marketing / Promotion
 Rack cards-\$300.00, advertising in the Gateway-
 \$800.00, website-\$200.00 reader board-inkind

\$1,300.00

e) Travel (who & where)

None

\$0

f) Other Expenses (identify)

Rainer Bank donations \$300.00

\$300.00

total project cost

\$8,920.00

2. cash match

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees	<u>\$Free</u>
	<u>\$300.00 Rainer Bank,</u>
	<u>\$1,200.00 Vendor donations</u>
Grants / Donations	<u>\$0</u>
Government Support	<u>\$0</u>
Other	<u>\$0</u>
total	<u>\$1,500.00</u>

Enter in #2 below

3. in kind match

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc. and their value).

Three stall spaces rental donated for stage for the performances	<u>\$480.00</u>
Rack card for advertising	<u>\$ 300.00</u>
Gateway Advertising, website Advertising	<u>\$ 1,000.00</u>
Stroh Field site rent	<u>\$ 240.00</u>
18/20 tent donated	<u>\$ 800.00</u>
Building of Stage and power, Labor donated	<u>\$ 2,000.00</u>
total	<u>\$ 4,820.00</u>

Enter in #3below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested	<u>\$2,600.00</u>
2. cash match	<u>\$1,500.00</u>
3. in-kind match	<u>\$4,820.00</u>
4. total project cost	<u>\$8,920.00</u>

**GIG HARBOR FARMERS MARKET
ASSOCIATION
BOARD OF DIRECTORS
2004-2005**



Chairman, Dale Schultz

Vice Chairman, Doug Stegmiller

Secretary, Donna White

Treasurer, Lyn Schultz

Directors At Large:

Pete Bovard

Judy Heath

Raul Vonnegut

Norene Beaver

David Runn

Judy Heath

**AGREEMENT BETWEEN GIG HARBOR AND GIG HARBOR PENINSULA SYMPHONY
ORCHESTRA FOR DISTRIBUTION OF
GIG HARBOR ARTS COMMISSION PROJECT GRANT FUNDS**

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the GIG HARBOR PENINSULA SYMPHONY ORCHESTRA, a 501-C3 corporation of Washington, c/o Louie Labayen, 152 Madrona Drive NW, Raft Island, Gig Harbor, WA, 98335, (hereinafter "GIG HARBOR PENINSULA SYMPHONY ORCHESTRA"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

WHEREAS, the City established the Gig Harbor Arts Commission to recommend art projects that involve city residents and the most appropriate use of the Project Grant Funds (pursuant to Ordinance 876); and

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that Two Thousand Two Hundred dollars and no cents (\$2,200.00) be given to the GIG HARBOR PENINSULA SYMPHONY ORCHESTRA to pay for marketing, development and professional fees, and as further described in the grant application submitted by GIG HARBOR SYMPHONY ORCHESTRA, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to GIG HARBOR SYMPHONY ORCHESTRA for the purposes set forth in the grant application and as set forth in this Agreement; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Scope of Activities. The City shall provide Two Thousand Two Hundred Dollars (\$2,200.00) in funding to GIG HARBOR SYMPHONY ORCHESTRA to perform the following activities and no others:

This is a pilot project to organize a semi professional symphony orchestra that performs a concert in the summer or fall of 2005 at Chapel Hill Presbyterian Church, including a violin soloist from Bellingham, Sharyn Peterson.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2005 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to GIG HARBOR SYMPHONY ORCHESTRA under this Agreement shall not exceed Two

Thousand Two Hundred Dollars and no cents (\$2,200.00) and will be paid upon receipt of invoice from GIG HARBOR SYMPHONY ORCHESTRA. GIG HARBOR SYMPHONY ORCHESTRA shall expend the funds prior to December 31, 2005. Any funds not spent by December 31, 2005 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. GIG HARBOR SYMPHONY ORCHESTRA shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of GIG HARBOR SYMPHONY ORCHESTRA with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 5. Compliance with Federal, State and Local Laws. GIG HARBOR SYMPHONY ORCHESTRA agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 6. Reporting. GIG HARBOR SYMPHONY ORCHESTRA agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2005. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that GIG HARBOR SYMPHONY ORCHESTRA has failed to expend the grant funds in accordance with state law and this Agreement, the City reserves the right to commence an action against GIG HARBOR SYMPHONY ORCHESTRA to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither GIG HARBOR SYMPHONY ORCHESTRA, nor any employee, officer, official or volunteer of GIG HARBOR SYMPHONY ORCHESTRA shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to GIG HARBOR SYMPHONY ORCHESTRA or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. GIG HARBOR SYMPHONY ORCHESTRA agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or

independent contractor of GIG HARBOR SYMPHONY ORCHESTRA under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

Section 10. Severability. If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

Section 11. Attorneys' Fees. In the event that the City is required to institute a lawsuit against GIG HARBOR SYMPHONY ORCHESTRA to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GIG HARBOR SYMPHONY ORCHESTRA agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce.

Section 13. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this ___th day of _____, 2005.

THE CITY OF GIG HARBOR

GIG HARBOR PENINSULA SYMPHONY ORCHESTRA

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

COMMISSION grant application



complete application

All application materials must be typewritten or clearly printed. DO NOT SUBSTITUTE THESE FORMS. Completed applications must be received by the postmark deadline. Late or faxed applications will not be accepted. Incomplete applications will be immediately ineligible. Application forms and Grant Guidelines can be downloaded at www.cityofgigharbor.net.

legal name of organization
or individual

Gig Harbor Peninsula Symphony Orchestra

address

c/o Louie Labayen, 152 Madrona Dr NW, Raft Island

city, state & zip code

Gig Harbor, WA 98335

telephone & e-mail

Toll-Free 1-866-851-4239 maestrolabayen@yahoo.com

contact person & title

Louie Labayen, Music Director

address

152 Madrona Dr NW, Raft Island

city, state & zip code

Gig Harbor, WA 98335

A brief project description, event date and location as applicable.

A city's cultural life and identity are greatly enhanced by a quality symphony orchestra.

This is a pilot project to organize one symphony concert in the summer or fall of 2005 at

Chapel Hill Presbyterian Church. Enhancing the program will be a violin soloist from

Bellingham, Sharyn Peterson, who is a frequent soloist with symphony orchestras in the

Northwest.

unofficial - 10/10/11/12

1. **Organizational Background** (Brief history, goals or mission, current programs, activities and accomplishments.)
2. **Purpose of Request: Goals and Outcomes** (How will this project increase general public access to the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?)
3. **Organizational Capacity** (Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.)
4. **New Artwork** (If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.)

Louie Labayen is a professional orchestra conductor with experience in organizing performing arts organizations. He has established a reputation in music and photography. He did his master of music studies in orchestra conducting at the University of Northern Colorado and his doctoral studies at the University of Missouri. As conductor and music director of the Kitsap Youth Symphony, he has led the orchestra to acclaimed performances. He co-founded a performing arts organization and served as its general director.

When he moved to Gig Harbor in 1999, Shirley Tomasi prodded and strongly encouraged him to form an orchestra in Gig Harbor. It was not until recently that his other commitments permitted him to pursue such an undertaking to form the Gig Harbor Peninsula Symphony Orchestra.

This past year, David Wheeler and Matthew Underwood formed the Gig Harbor Peninsula Civic Orchestra from an all-volunteer, non-auditioned group. Their group performs whatever repertoire that the group can play. The Gig Harbor Peninsula Symphony Orchestra will be formed as a semi-professional group. The section leaders will be paid professional coaches. The musicians will qualify by audition, to determine if they can play the standard symphony orchestra repertoire. This ensures that we can accompany concertos to attract distinguished soloists, who will attract the audiences.

This concert will bring to Gig Harbor a distinguished violinist from Bellingham, Sharyn Peterson, who is a frequent soloist of the symphony orchestras in the northwest. This concert will be a pilot project to establish a quality symphony orchestra in Gig Harbor, performing an annual season of four programs. Gig Harbor residents have sophisticated taste in the arts. Many patronize the Tacoma and Seattle Symphonies. It will provide a great benefit to the general public, schools and students, to have a symphony orchestra in Gig Harbor. This concert is the seed of that undertaking.

Louie Labayen



Born and raised in the Philippines, Louie Labayen is a multi-talented conductor. At the very young age of ten, he organized his first church choir and made his conducting debut at sixteen with a youth group performing Handel's Halleluiah. After achieving second place in the National Music Competition for Young Artists, he was sought out by the Yamaha Music School at fifteen to teach classical guitar. In his early twenties, he was General Director of the Infanta Cultural Society, a performing arts organization encompassing instrumental and vocal music, drama, and dance. He earned his Master of Music degree in Orchestra Conducting and Literature from the University of Northern Colorado and undertook doctoral studies in conducting at the University of Missouri at Kansas City Conservatory of Music and Master Classes at the Rome Festival Orchestra

Summer Institute in Italy.

In all of his fields of musical endeavor, he had the privilege of studying with mentors who are internationally acclaimed performers, including David Lockington (*British conductor*), Leonard Slatkin and William McGlaughlin (*American conductors*), Paolo Pilia (*Italian classical guitarist*), Emmanuel Gregorio (*Filipino baritone*), Luis Valencia (*Filipino violinist and conductor*), and Fr. Manuel Maramba (*Filipino composer*). He has been actively involved with the Conductors Guild and the American Symphony Orchestra League both on the conducting and orchestra management areas. As a member of the Kansas City Symphony Chorus, he has performed many large orchestral works, including the Verdi Requiem, Mahler Resurrection Symphony, and the Beethoven Choral Symphony.

Recently, as music director of the Kitsap Youth Symphony, he strengthened the organizational infrastructure, refined ensemble playing, and molded the sound of the orchestra. He is forming a youth orchestra in Port Orchard and a semi-professional orchestra in Gig Harbor.

His family is involved with the *Singing Angels*, a youth vocal and instrumental ensemble at St. Nicholas Church in Gig Harbor, with his wife Rose as assistant director, their eight-year-old son Jim as violinist and their fourteen-year-old son Gus as the accompanist, who recently made his Benaroya Hall debut and participated in the Suzuki International 10-Piano Festival in Sacramento, California.

An award-winning photographer as well, he owns a full-service photography business. He is actively involved with the Knights of Columbus, Gig Harbor Fil-Am, and the Archdiocese of Seattle Asian Ministries.

His e-mail address is MaestroLabayen@Yahoo.com.



TSO Box Office 206.281.2048

www.thaliasymphony.org

Thalia Symphony Orchestra Soloists



A Seattle native, **Sharyn Allsopp Peterson** is currently music director and conductor of the Mt. Baker Youth Symphony Orchestra in Bellingham.

As a professional violinist she has been a featured soloist in the Monteverdi Music Festival, Costa Rica; the Lincoln Theater Baroque Christmas Concerts; Brahms Double Concerto with Barton Frank, Thalia Symphony, Seattle; Whatcom Museum, Chamber Concert Series with Barton Frank; Concertmaster and Soloist - University of Washington Symphony under Chapple & Krachmalnik; and guest

soloist at the Port Angeles Symphony and the Seattle Philharmonic. She has also performed as a Vocal Soloist at the Monteverdi Music Festival, Monteverse, Costa Rica, as well as locally.

Sharyn has a M.A. in violin performance and a B.A. in fine arts (violin major, voice minor) from the University of Washington. While at the university, her Contemporary Group String Quartet took first place in the Coleman International Chamber Music Competition, Pasadena, CA. She received coaching from Chairman Gadd, the Philadelphia String Quartet, and Claude Frank, and conducted by Ozawa and Bernstein at the Tanglewood Music Festival. She has studied conducting with Vilem Sokol, Seattle Youth Symphony and Dr. Gary Bonner, Azusa Pacific College.

Currently she is the Music Director and Conductor of the Fidalgo Youth Symphony. She is also a private violin and voice instructor, and the director and coach of the Mount Baker Youth Symphony and Mount Baker Summer Sounds music camps. She is a former faculty member in the music departments of Skagit Valley College, Seattle Pacific University, and Western Washington University. Sharyn is also in demand as a worship team member on violin at national and international Christian womens conventions. During the past four seasons, Sharyn has performed on stage as first violinist in the Starry Night concert series at the Lincoln Theater in downtown Mount Vernon.

Deb Kirkland, concertmaster, has over 30 years of experience as an orchestral and chamber player and is a current member of the Tacoma Symphony. As an experienced musician and instructor in styles ranging from baroque to blues and classical to tango, Deb also performs regularly as a dance fiddler. She has both a Bachelor of Arts and a Bachelor of Architecture from Washington State University.

Dr. George Halverson Fiore began his tenure as Senior Organist at First Presbyterian Church

This detail should include all your project expenses (those you request in this grant AND those you receive from other sources).

a) Personnel salaries / professional fees (indicate rate of pay)

Soloist	\$ 1,000
Musicians	\$ 14,200

b) Supplies / Materials

Music	\$ 500
Programs	\$ 500
Ticketing	\$ 300

c) Space Rental

Rehearsals - GHHS	\$ 160
Performance - Chapel Hill Presbyterian	\$ 240

d) Marketing / Promotion

Posters	\$ 1,000
Newspaper Ad	\$ 1,000

e) Travel (who & where)

Soloist from Bellingham	
Per diem	\$ 400
Mileage	\$ 100

f) Other Expenses (identify)

\$ 21,400

Enter in #4 (right-hand column)

List the sources (anticipated or confirmed) of your cash match.

Admissions / Fees	_____
Grants / Donations	_____
Government Support	_____
Other	_____
	\$ 5,000

Enter in #2 below

List donated materials & services (i.e., volunteer time, supplies, venue, printing, etc. and their value).

Conductor Fees	_____
Soloist	_____
Volunteer Musicians	_____
Programs	_____

	\$ 14,200

Enter in #3 below

The amount requested from the Arts Commission may equal UP TO 50% OF YOUR TOTAL PROJECT COST. The rest of your project must be supported by funds from other sources (cash match) or donations of goods & services (in-kind match).

1. amount requested \$ 2,200

Help To Make It Happen!

Coming Soon:

The Gig Harbor Peninsula Symphony Orchestra!

A new orchestra for a growing, sophisticated community.

An inspiration for our community's musical life. Elevating our quality of life.

Showcasing the cultures of our diverse heritage. Bringing back new music from far reaches of the globe.

Featuring distinguished guest artists from here and around the world.



Maestro Louie Labayen conducting a youth symphony concert in May 2004. Photo by Rose Labayen.

Born and raised in the Philippines, Louie Labayen organized his first church choir when he was ten years old and made his conducting debut at sixteen. In his early twenties, he was co-founder and General Director of a performing arts organization encompassing instrumental and vocal music, drama, and dance. He earned his Master of Music degree in Orchestra Conducting and Literature from the University of Northern Colorado, undertook doctoral studies in conducting at the University of Missouri at Kansas City Conservatory of Music and master classes at the Rome Festival Orchestra Summer Institute in Italy. He has performed a number of large symphonic works with the Kansas City Symphony, appeared in public television and radio, and studied conducting with Leonard Slatkin, David Lockington, Fritz Maraffi and William McGlaughlin. An award-winning fine art and commercial photographer as well, he owns a full service photography business and is represented by Pro Art Source and The Preuil Collection.

Planned 2005-2006 Season Programs Include:

Program subject to change by contractual agreements. Performances at Chapel Hill Presbyterian Church. Rehearsals at GHHS.

Pirates of the Caribbean - Lord of the Rings - Reagan Portrait with Charles Robert Stephens baritone soloist
The Messiah excerpts with the Meistersingers - Feast of Lights Hanukkah Suite - The Nutcracker Suite - Russian Easter Overture
New World Symphony - World Premiere of a Philippine Tone Poem - Samuel Jones Chorale-Overture for Organ and Orchestra
Rachmaninoff 2nd Piano Concerto with Tanya Stambuk piano soloist- Sibelius Violin Concerto with Sharyn Peterson violin soloist

Support Our Symphony

- Season Tickets
- Individual Tickets
- Wolf Gang Membership
- Sponsorship
- Donation of services, property, equipment, and limited kinds of musical instruments
- Endowments
- Estates
- Advertising
- Cooperative Marketing

Musicians

Advanced a mateur and professional adults and youth

Auditioning for flute, piccolo, oboe, English horn, clarinet, bass clarinet, Eb clarinet, bassoon, contra-bassoon, French horn, trumpet, trombone, bass trombone, tuba, timpani, percussion, mallets, harp, keyboard, violin, viola, cello, double-bass

General audition piece for winter 2005 (music provided):
Nikolai Rimsky- Russian Easter Overture

The Wolf Gang



Volunteer Opportunities

Limited number of positions available:

- Promotions and Marketing
- Business and Advertising
- Box Office and Accounting
- Ushers and Greeters
- Publications
- More to come available

Make music fun! Come join the Wolf Gang!

Named after the beloved child prodigy, Wolfgang Amadeus Mozart, this gang promises to enlighten, inspire and motivate you to make music a part of your life.

Your Membership Fee gives you:

- A REALLY COOL Wolf Gang baseball cap!
- Package subscription, discounted family tickets
- Orchestra poster signed by Maestro Labayen
- Discounts to local area merchants

Contact Information

Louie Labayen toll-free 1-888-851-4239
E-Mail: ghpsos@comcast.net
Website: <http://ghpsos.home.comcast.net>



Printing of this flyer donated by

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----- (fill out online at <http://ghpsos.home.comcast.net> or tear along the dotted line, fill out and mail) -----

Please contact me (all information kept private):

Name: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail: _____

Phone: (____) _____ - _____ at home / work (circle one)

I am interested in (check all that apply):

- Season Tickets
- Wolf Gang Membership
- Sponsorship
- Donating services / instrument: _____
- Endowment / Estate
- Advertising / Cooperative Marketing
- Volunteering as: _____
- Performing with my instrument: _____

Mail to: L. Labayen, 152 Madrona Dr NW, Gig Harbor, WA 98335

Promotion Code / Solicited by:
LBA



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *SM*
CITY ENGINEER
RE: 36TH STREET AND POINT FOSDICK DRIVE NW PHASE 2
INTERSECTION IMPROVEMENT PROJECT
- PERMANENT RIGHT-OF-WAY EASEMENT AGREEMENT FOR THE
LIGHTHOUSE CHRISTIAN SCHOOL
DATE: FEBRUARY 28, 2005

INTRODUCTION/BACKGROUND

As part of the City's 36th Street and Point Fosdick Drive NW Phase 2 Intersection Improvement Project (CSP-0029), agreement for a Permanent Right-of-Way Easement is required from parcel number 0221203065 owned by the Lighthouse Christian School. In order for the City to have access and the ability to construct this project, the subject easement has been granted by the owners for these purposes. Although the project is scheduled for completion before the end of 2005, this agreement is conditioned to donate the right-of-way back to the Owners if the project is not completed by the end of 2006. The Right-of-Way Easement shall be 435 square feet (see attached exhibit).

The City's standard agreement for Dedication of Permanent Right-of-Way Easement has been drafted with the added condition and approved by Carol Morris, City Attorney.

City Council approval of the easement agreement is being requested.

FISCAL CONSIDERATIONS

No funds will be expended for the acquisition of the described easement.

RECOMMENDATION

I recommend that City Council approve this agreement as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor
Attn: Community Development Department
3510 Grandview Street
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):

Agreement for Dedication of Permanent Right-of-Way Easement

Grantor (Last name first, then first name and initials)

Lighthouse Christian School

Grantee (Last name first, then first name and initials)

City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

South Half Section 20, Township 21 North, Range 2 East

Assessor's Property Tax Parcel or Account Number: 0221203065

Reference Number(s) of Documents assigned or released: _____

**AGREEMENT FOR DEDICATION OF
PERMANENT RIGHT OF WAY EASEMENT
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this 22nd day of February, 2005, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and LIGHTHOUSE CHRISTIAN SCHOOL, a Washington Non-Profit Corporation, (hereinafter the "Owners"), whose mailing address is 3008 – 36th Street NW, Gig Harbor, WA 98335-8256.

RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the Lighthouse Christian School, 3008 – 36th Street NW, Gig Harbor, WA 98335, (Tax Parcel Number 0221203065) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate certain right of way on, over, under and across the Property, which right of way is legally described in **Exhibit "B"** ("PERMANENT RIGHT OF WAY EASEMENT") which is attached hereto and by this reference incorporated herein, to the City for a roadway and related improvements; and

WHEREAS, a map showing the location of the Permanent Right-of-Way Easement is attached hereto as **Exhibit "C"** and by this reference incorporated herein; and

WHEREAS, in exchange for the Owners' dedication of the Right of Way, the Owners will obtain the benefits of the operation of the 36TH STREET NW / PT. FOSDICK DRIVE NW Phase 2 Intersection Improvements (CSP -0029); and

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owners agree as follows:

TERMS

Section 1. Grant of Right of Way to the City.

A. Grant of Permanent Right-of-Way Easement. The Owners hereby convey and grant to the City, its successors and assigns, a nonexclusive Permanent Right-of-Way Easement over, in, along, across, under and upon the Owners' property as the easement is legally described in **Exhibit "B"** and as depicted in a map attached hereto and incorporated herein as **Exhibit "C"**.

The Grant of the Permanent Right-of-Way Easement shall also dedicate to the City, the nonexclusive right of ingress to and egress from the Permanent Right-of-Way Easement over the Owners' property, and for the reconstruction, operation, repair and maintenance of same. This Permanent Right-of-Way Easement shall commence on the date of execution of this Agreement.

B. Conditions. This Permanent Right-of-Way Easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the roadway improvements.

2. The Owners shall not retain the right to use the surface or the area beneath the easement, and shall not use any portion of the right of way for any purpose inconsistent with use of the property as a public roadway. The Owners shall not construct any structures or plant any landscaping on or over the easement.

3. The City shall have all necessary access to the easement without prior notification to the Owners.

4. Said right of way is to be used in conjunction with the construction of the roundabout on said project and to have final acceptance by the City Council prior to December 31, 2006, or the City will donate said right of way back to Owners on that date.

Section 2. The perpetual rights granted herein to the City shall continue in force until such time as the City, its successors or assigns, shall permanently abandon the same, and upon such removal or abandonment, all rights hereby granted shall terminate.

Section 3. This Agreement shall be recorded in the office of the Pierce County Auditor and shall run with the Properties. The burdens and benefits of the easement granted under this Agreement shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors assigns and beneficiaries.

Section 4. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Easement Agreement, which contains the entire understanding of the parties on the subject.

Section 6. Any invalidity, in whole or in part, of any provision of this agreement shall not affect the validity of any other provision.

Section 7. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

ACCEPTANCE:

LIGHTHOUSE CHRISTIAN SCHOOL

CITY OF GIG HARBOR

By:



Leo Bundick, Board President

By:

Its Mayor

Attest:

By:

City Clerk

Approved as to form:

By:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen Wilbert is the person who appeared before me, and said person acknowledged that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,

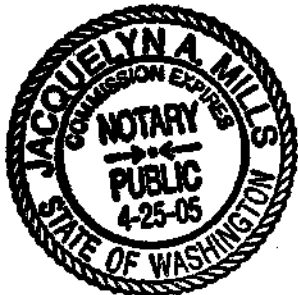
Residing at: _____

My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Leo Bundick is the Board President of the Lighthouse Christian School, a Washington non-profit corporation, and is the person who appeared before me, and said person acknowledged that he is authorized to execute the instrument and acknowledged it to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

DATED: February 22, 2005



Jacquelyn A. Mills
(Signature)

Jacquelyn A. Mills

NOTARY PUBLIC, State of Washington,

Residing at: Thurston County

My appointment expires: April 25, 2005

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

THAT PORTION OF THE NORTH 660 FEET OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER AND OF THE NORTH 660 FEET OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON, LYING WESTERLY OF POINT FOSDICK-GIG HARBOR HIGHWAY.

EXCEPT SAID POINT FOSDICK-GIG HARBOR HIGHWAY.

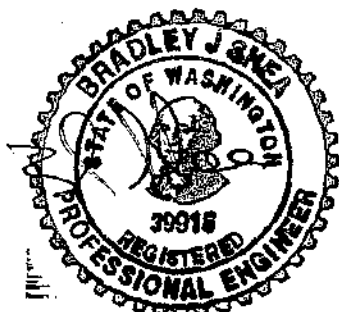
EXCEPT THE NORTH 30 FEET THEREOF CONVEYED TO PIERCE COUNTY FOR RIGHT OF WAY FOR 36TH STREET NORTHWEST (MOORE COUNTY ROAD) IN DEEDS RECORDED UNDER AUDITOR'S FILE NUMBERS 9509050553 AND 9509050554.

EXHIBIT B

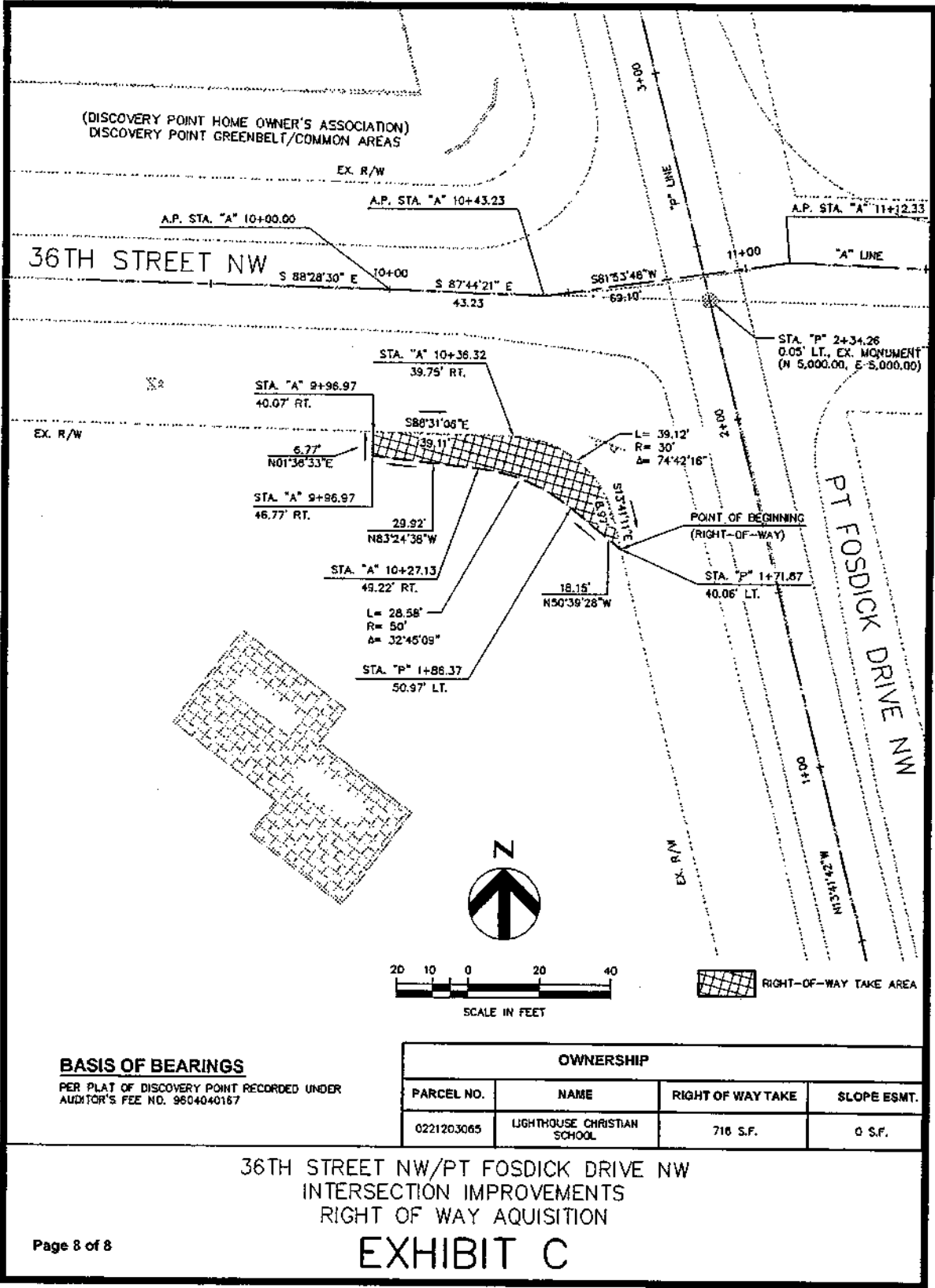
PERMANENT RIGHT OF WAY EASEMENT DESCRIPTION

A PORTION OF PARCEL NO. 0221203065 (EXHIBIT "A") DESCRIBED AS A "716 SQUARE FOOT PERMANENT RIGHT-OF-WAY EASEMENT" THAT ABUTTS THE RIGHT OF WAY OF PT. FOSDICK DRIVE NW AND THE RIGHT OF WAY OF 36TH STREET NW AND DESCRIBED BELOW:

BEGINNING AT A POINT ALONG THE CENTERLINE OF PT. FOSDICK DRIVE NW AT STA. "P" 1+71.87 AND 40.06' LT., AS IDENTIFIED ON EXHIBIT "C" AS "POINT OF BEGINNING (RIGHT OF WAY)"; THENCE N50°39'28"W, A DISTANCE OF 18.15' TO STA. "P" 1+86.37 AND 50.97" LT.; THENCE ALONG A CURVE WHOSE LENGTH IS 28.58' AND WHOSE RADIUS IS 50' AND WHOSE ANGLE IS 32°45'09" TO STA. "A" 10+27.13 AND 49.22' RT; THENCE N83°24'38"W, A DISTANCE OF 29.92' TO STA. "A" 9+96.97 AND 46.77' RT.; THENCE N01°36'33"E, A DISTANCE OF 6.77' TO SAID STA. "A" 9+96.97 AND 40.07' RIGHT; THENCE S88°31'06"E, A DISTANCE OF 39.11' TO STA. "A" 10+36.32 AND 39.75' RT; THENCE ALONG A CURVE WHOSE LENGTH IS 39.12' AND WHOSE RADIUS IS 30' AND WHOSE ANGLE IS 74°42'16"; THENCE S13°41'11"E, A DISTANCE OF 8.97' TO THE "POINT OF BEGINNING (RIGHT OF WAY)".



EXPIRES 10-19-06



(DISCOVERY POINT HOME OWNER'S ASSOCIATION)
DISCOVERY POINT GREENBELT/Common AREAS

36TH STREET NW

PT FOSDICK DRIVE NW



BASIS OF BEARINGS
PER PLAT OF DISCOVERY POINT RECORDED UNDER
AUDITOR'S FEE NO. 9804040157

OWNERSHIP			
PARCEL NO.	NAME	RIGHT OF WAY TAKE	SLOPE ESMT.
022120.3065	LIGHTHOUSE CHRISTIAN SCHOOL	716 S.F.	0 S.F.

36TH STREET NW/PT FOSDICK DRIVE NW
INTERSECTION IMPROVEMENTS
RIGHT OF WAY AQUISITION

EXHIBIT C



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID BRERETON *Dave*
DIRECTOR OF OPERATIONS
SUBJECT: STREET LIGHTS
- PURCHASE AUTHORIZATION
DATE: FEBRUARY 28, 2005

INTRODUCTION/BACKGROUND

An identified Street Objective in the 2005 Budget was the purchase and installation of street lights on Pioneer Way, Burnham Drive and Stinson Avenue.

Price quotations for eighteen street lights (delivered) were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u> (Including Sales Tax and Shipping)
Tacoma Electric Supply, Inc.	\$45,787.39
Wesco Distribution	\$47,530.37

The lowest price quotation received was from Tacoma Electric Supply, Inc. in the amount of \$45,787.39, including Washington state sales tax and shipping.

Work is expected to begin following delivery of the material in mid-May.

ISSUES/FISCAL IMPACT

The material cost is within the \$75,000 that was anticipated in the adopted 2005 Budget, identified under Street Operating, Objective No. 9. City crews will install the street lights. Anticipated labor costs will not exceed the budgeted amount.

RECOMMENDATION

I recommend that Council authorize the purchase of the street lights for installation along Pioneer Way, Burnham Drive and Stinson Avenue from Tacoma Electric Supply, Inc., as the lowest responsible respondent, for their price quotation proposal of Forty Five Thousand Seven Hundred Eighty-seven dollars and Thirty-nine cents (\$45,787.39), including Washington state sales tax and shipping.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID BRERETON *David*
DIRECTOR OF OPERATIONS
SUBJECT: OUTSIDE PORTABLE MOVIE SCREEN
- PURCHASE AUTHORIZATION
DATE: FEBRUARY 28, 2005

INTRODUCTION/BACKGROUND

An identified Park Objective in the 2005 Budget was the purchase of a portable movie screen which is identified in the 2005 Parks Capital Outlay Budget.

Price quotations for the portable movie screen were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 593). The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u>
	(Plus Sales Tax and Shipping)
SuperScreen	\$9,995.00
Open Air Cinema	\$11,900.00
Blimpsign	\$13,585.00

The lowest price quotation received was from Superscreen in the amount of \$9,995.00 plus Washington state sales tax and shipping.

ISSUES/FISCAL IMPACT

The purchase price is within the \$11,000.00 that was anticipated in the adopted 2005 Budget, identified under Parks Capital Outlay, Objective No. 10.

RECOMMENDATION

I recommend that Council authorize purchase of the portable movie screen street from SuperScreen as the lowest responsible respondent, for their price quotation proposal of Nine Thousand Nine Hundred Ninety-five dollars (\$9,995.00), plus Washington state sales tax and shipping.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID BRERETON *David*
DIRECTOR OF OPERATIONS
SUBJECT: ASPHALT REPAIR ON PEACOCK HILL AVENUE AND BURNHAM DRIVE
- SMALL WORKS CONTRACT AUTHORIZATION
DATE: FEBRUARY 28, 2005

INTRODUCTION/BACKGROUND

The 2005 Street Operating Budget provides for maintenance and repairs of street surfaces. Two locations have been identified as needing asphalt pavement repairs, one due to damage from a waterman break at the intersection of Franklin Avenue and Burnham Drive, and the other from root damage to the asphalt path on Peacock Hill Avenue. Potential contractors were contacted in accordance with the City's Small Works Roster Process (Resolution No. 592). Two contractors responded with the following price quotations:

Asphalt Patch Systems	\$ 8,447.00
Puget Paving & Construction, Inc.	\$ 15,500.00

Based on the price quotations received, the lowest price quotation was from Asphalt Patch Systems, Inc., in the amount of (\$8,447.00), not including state sales tax.

It is anticipated that the work will be completed within eight weeks after contract award, weather permitting.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2005 Budget; however it is not specified in a budgeted objective. Sufficient funds are available in the Street Operating Fund under Repairs and Maintenance.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract to Asphalt Patch Systems, in the amount of Eight Thousand Four Hundred Forty-seven dollars, (\$8,447.00).

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN CITY OF GIG HARBOR AND
ASPHALT PATCH SYSTEMS**

THIS AGREEMENT, is made this _____ day of February, 2005, by and between the City of Gig Harbor (hereinafter the "City"), and Asphalt Patch Systems, a Washington municipal corporation, located and doing business at 5825 176th Street East, Puyallup, Washington 98375, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to excavate, haul away spoils, add rock as needed, place and compact 3,100 s.f. of 2-inch Class B asphalt paving, and provide traffic control per the City of Gig Harbor Plans and Specifications, as shown on Exhibit A. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Eight Thousand Four Hundred Forty-seven dollars and no cents (\$8,447.00), not including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties. The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the employees, agents,

representatives or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before March 31, 2005. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

VII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VIII. Indemnification. The Contractor shall indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, and shall pay for all costs, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Agreement.

IX. Insurance.

A. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Contractor shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and

C. The Contractor is responsible for the payment of any deductible or self-insured retention that is required by any of the Contractor's insurance. If the City is required to contribute to the deductible under any of the Contractor's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.

- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

X. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

XI. City's Right of Supervision. Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Work Performed at the Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Contractor for use in connection with the work.

XIII. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Asphalt Patch Systems will warranty the labor and installation of materials for a one (1) year warranty period.

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

XV. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

XVI. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVII. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

XIII. Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provisions' true intent or meaning. The City shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

ASPHALT PATCH SYSTEMS

THE CITY OF GIG HARBOR

By: *[Signature]*
Its President

By: _____
Its Mayor

Notices should be sent to:

Asphalt Patch Systems
Attn: Mark Looker
5825 176th Street East
Puyallup, Washington 98375
(253) 535-2746

City of Gig Harbor
Attn: David Brereton
Director of Operations
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at _____
My appointment expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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

DATED: _____

Notary Public in and for the
State of Washington,
Residing at: _____
My appointment expires: _____

Exhibit A

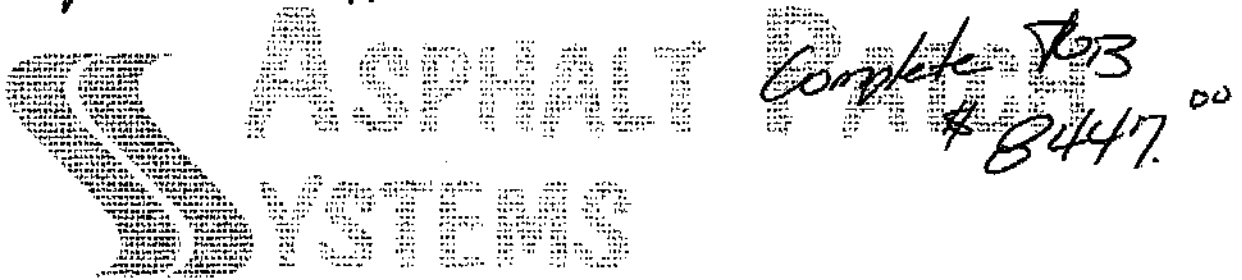


5825 - 176th STREET EAST • PUYALLUP, WA 98375-9733
Telephone (253) 535-2590 • Fax (253) 535-2748 • www.asphaltpatchsystems.com

Contracting Party <i>City of Gig Harbor</i>	Telephone <i>351-6170</i>	Date <i>1/28/05</i>
Address	Job Name <i>Asphalt Repair</i>	
City, State, & Zip	Job Location <i>Peacock Hill Franklin Ave.</i>	

We hereby submit specifications and estimates for:

*Provide TRAFFIC CONTROL, excavate,
Haul away spoils, ADD ROCK AS NEEDED, COMPACT AND
Apply 2" CLASS B ASPHALT per the City of Gig
Harbor specs. to APPROX 3100 SQFT*



NET DUE UPON DATE OF INVOICE

The contract price is only good for 30 days and is subject to renegotiation and change if construction does not begin within 30 days of the date of the construction agreement due to delays which are not the fault or responsibility of the contractor.

ACCEPTANCE OF PROPOSAL: I have read and understand the Terms and Conditions on the back of this Proposal and Contract, as well as the Notice to Customer. The prices, specifications, terms, and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Date of Acceptance _____

Owner's Approved Signature

[Signature]
Asphalt Patch Systems, Inc. Representative



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE OSGUTHORPE, AICP *SO*
PLANNING MANAGER
SUBJECT: CONSULTANT SERVICES CONTRACT AMENDMENT NO. 2
- DESIGN MANUAL UPDATE - LITA DAWN ORIGINALS, INC.
DATE: FEBRUARY 28, 2005

INFORMATION/BACKGROUND

The City entered into a consultant service contract with Lita Dawn Originals, Inc, on May 17, 2001 to do the design work on the update of the City's Design Manual. The original amount of the contract was for \$2,000.00. The contract was amended on June 24, 2002 to include an additional amount of \$6,250.00 for a total of \$8,250.00. A copy of the June 24, 2002 Amended Consultant Services Contract is attached.

The Design Manual update was completed and approved by the City Council on November 8, 2004. Subsequent to the adoption of the update, Ms. Stanton has submitted final invoices for all costs to her associated with the update. Final costs to Lita Dawn Originals, Inc. have exceeded the amount payable under the contract by \$2,608.00. Ms Stanton stated in a memorandum to the City dated November 8, 2004 that her estimated time left to complete the update was "significantly altered, due, in part, to changes and updates generated by planning commission revisions (ad hoc committee) and changes directed by Council from public work sessions in September 2004."

A Second Amended Consultant Services Contract Between the City of Gig Harbor and Lita Dawn Originals, Inc, is attached for the Council's consideration and approval. The amended contract is for the balance of costs incurred by the consultant to complete the Design Manual update.

FISCAL CONSIDERTATIONS

The amount of this amended contract was not anticipated or included in the 2005 budget. Funds currently exist to pay this amount, but it may necessitate a budget amendment later in the year if funds cannot be conserved from other objectives.

RECOMMENDATION

I recommend that Council authorize an amendment to the consultant services contract with Lita Dawn Original, Inc. to cover costs associated with the completion of the Design Manual update in an amount not to exceed Two Thousand Six Hundred and Nine dollars (\$2,609.00).

**SECOND AMENDED CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
LITA DAWN ORIGINALS, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Lita Dawn Originals, a corporation organized under the laws of the State of Washington, located and doing business at 111 Raft Island, Gig Harbor, Washington, 98335 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the update and revision of the 1996 Design Manual, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant has performed services for the City under a previous agreement, which has since been amended to increase the contract amount. Since the parties executed this previous agreement and amended agreement, Consultant has billed the City for an amount over and above the authorized amount, so she now seeks to receive payment under this Second Amendment for work more specifically described in the Scope of Work, dated 1-24-05, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work

The Consultant warrants that she has performed all work as described in **Exhibit A**, and that this work was not included in the Scope of Work for the previous agreement or amended agreement between the Consultant and the City. Consultant warrants that all work associated with the project for which she was hired by the City is complete, and that Consultant will not be sending any future invoices to the City.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed \$2,609.00 for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**. Both parties acknowledge that the project for which the Consultant was hired is complete, and that there will be no further payments from the City to the Consultant associated with the project. The Consultant's staff and billing rates for the invoices submitted to the City under this Second Amended Agreement are described in **Exhibit A – Fees for Professional Services**. The Consultant warrants that she has not billed for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The parties agree that the work described in Exhibit A is complete and that Consultant shall have no further responsibilities to the City under this Second Amended Agreement, the Amended Agreement or the first Agreement between the Consultant and the City for the project.

V. Termination

After the City pays the invoices submitted by the Consultant, all agreements between the City and the Consultant for the project are terminated.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this 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 Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$500,000 per occurrence with a \$500,000 aggregate, and
3. Professional Liability insurance with no less than \$1,000,000 claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Planning and Building Services Director and the City shall determine the term or provision's true intent or meaning. The City Planning and Building Services Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Planning and Building Services Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

Lita Dawn Stanton
Lita Dawn Originals
111 Raft Island
Gig Harbor, WA 98335
(253) 265-6358

John P. Vodopich, AICP
City of Gig Harbor
3125 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.


XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of 1-24, 2005.

CONSULTANT
By: 
Lita Dawn Stanton, Principal

CITY OF GIG HARBOR
By: _____
Gretchen Wilbert, Mayor

Notices to be sent to:
Lita Dawn Stanton
Lita Dawn Originals
111 Raft Island
Gig Harbor, WA 98335
(253) 265-6358

John P. Vodopich, AICP
City of Gig Harbor
3125 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278

ATTEST:

Molly Towslee,
City Clerk

APPROVED AS TO FORM:

Carol A. Morris, PC
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that Lita Dawn Stanton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the principal of Lita Dawn Originals, Inc., to be the free and voluntary act of such party 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: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be the free and voluntary act of such party 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

**Gig Harbor Design Review Manual
FEES FOR PROFESSIONAL SERVICES**

Prepared for:
2005
City of Gig Harbor
Steve Osguthorpe

January 22,

By Lita Dawn Stanton
111 Raft Island
Gig Harbor, WA 98335
(253) 265-6358

Objective

To complete the distinctively "user friendly" format, language revisions and regulatory changes for the Gig Harbor Design Manual that was started in May of 2001. The document is in book form: 8.5"Wx11.5"D – 113 pages. This fee represents the final invoice. The additional time was required in order to guarantee completion of the document. Change orders, delays and significant work order adjustments resulted in the additional services and hours listed below.

PHASE I

28.68 hrs.

- Text changes, deletions, additions, format adjustments
- Meet with staff on a regular basis (on-site, e-mail)
- Review and place additional maps
- Reformat, update and provide regular draft PDF's, CD's & hard copies
- Provide revisions-design review board
- Provide revisions-council
- Provide revisions-public meetings
- Replace zone transition section / create matrix
- Delete public works language (reformat)
- Industrial Building section exemptions (IDE)
- Reformat dividers and title pages

PHASE II

23.5 hrs

- Resize, retouch and place illustrations & photographs for final
- Retouch and stylize/adapt Makers illustrations as directed
- Embed all graphics for printing
- Design for multiple formats / style sheets
- Proof, number, combine and review all text
- Review language, references, duplications, finalize

Total hours.....52.18 @ \$2,609.00

Time Sheet - Consultant Svc Contract
Lita Dawn and City of Gig Harbor

Contract #2 / Jun 24 2002	July 2001 Inv	Aug 2001 Inv	Nov 2003 Inv	Jan 2004 Inv	May 2004 Inv	Dec 2004 Inv	TOTAL HRS	ACTUAL BID	UNDER OVER	COMMENTS	
Phase I											
text changes, deletions, additions, section headings, format function, definitions, language and duplication, meet w/planning staff for photos, illustrations, maps, design details	33			5	28	31.5	97.5	51	46.5	Changes occurred in every step of the procedures. Language and regulatory details required significant adjustments throughout the document. Input from so many sources required additional proofing and reformatting.	
Phase II											
field work for photos, resource materials (existing or digital pics)											
Phase III											
Illustration scanning, retouch, download, crop (Makers), photoshop digital preparation (Steve, Paul, Rob photos), style sheets, redo DR illustrations, design & production, image integration, formatting & flow, graphical interface, font/text coordination				60		23.50	83.5	63	21	This phase (like the content phase I) took considerably more time because of the changes and introduction of new images, maps, photos and illustrations.	
Phase IV											
print bid specs, hard copies, mock-ups, bindery, delivery				0.5		3.5	4	8	(4)	I did not finalize printing. My work was limited to a number of draft copies, binding and deliveries.	
	33			61	28		185	122	63		

Design by
LITA DAWN

111 Raft Island

Gig Harbor

Washington 98335

(253) 265-6358

litadawn@centurytel.net

January 22, 2005

TO: CITY OF GIG HARBOR

RE: AMENDED CONSULTANT SERVICE CONTRACT (#3)
Between the City of Gig Harbor and Lita Dawn Originals
Dated January 2005

Early in 2002 and after many meetings (including a weekend worksession), the Design Review Board's revisions were finished. I completed 49 of the 50 hours bid in the first Contract (#1) dated May 17, 2001. I submitted a rough draft of the Design Manual to Pat Iolovera. Subsequently, planning Commissioner Kadzik was given the document to review and many changes resulted. It became clear that more time was necessary and a new Contract (#2) was signed to extend my services.

Personnel changes (2 Planning Directors) and other delays postponed work on the document until October of 2003. When Steve Osuthorpe returned we started completely over, page by page. The language, images, regulatory content, formatting and layout were substantially altered. Planning commission reviews, Design Board Reviews, Council reviews and public worksessions were all incorporated into the new document.

The original \$8,250.00 that was allocated in 2002 did not address the timeline and resulting workload directed by the city. In looking over the contracts, I now see the source of my misunderstanding.

See Contract #2 (June 2002): **1. Description of Work** refers to **Exhibit A**. There is no reference in Contract #2 to deducting fees already paid for in the first Contract (\$2,000), nor does my Exhibit A (*Fees For Professional Services*) show any deductions. I beleived \$8,250.00 to be an independent fee. I sent an e-mail to you (cc: Hoppen, Vodopich) over a year ago (Jan 9, 2004) to confirm my balance. But no one caught the error and the more time passed, the more remote the details.

I've enclosed a new Exhibit A for your most recent Contract (#3) proposal. I already sent you a copy of my invoice. My schedule has been extremely difficult. I know we are in a time crunch so please call immediately if I need to follow-up. I've invested far more in this project than the hours billed and look forward to finalizing this issue.

Respectfully,

Lita Dawn Stanton

I've enclosed a spreadsheet that shows a rough timeline for each Phase's hours. This corresponds directly with every invoice I've submitted so far (Contract #2 only).

**AMENDED CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
LITA DAWN ORIGINALS, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Lita Dawn Originals, a corporation organized under the laws of the State of Washington, located and doing business at 111 Raft Island, Gig Harbor, Washington, 98335 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the update and revision of the 1996 Design Manual, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated April 11, 2001, and the Supplemental Scope of Services, dated June 1, 2002, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed eight thousand two hundred and fifty dollars (\$8,250) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Fees for Professional Services**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The parties agree that the work described in Exhibit A shall be completed by August 31, 2002, provided however, that additional time shall be allowed due to delays attributable to the City's scheduling of meetings or public hearings that delay the completion of the work. In the event that the Consultant believes that completion of the work described in Exhibit A will not take place by this deadline for any other reason, the Consultant shall immediately notify the City, and provide the City with the Consultant's proposed amended schedule for the completion of the tasks contemplated by this Agreement. After review of this proposed amended schedule, the City may accept the amended schedule by written amendment to this Agreement, or decide to terminate this Agreement, as set forth in Section V herein. If the City decides to terminate this Agreement under these circumstances, it shall be for cause, and not "public convenience," and the Consultant may be liable for any additional costs incurred by the City for the completion of the remaining tasks identified in Exhibit A.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. If delivered to the consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs

incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II (A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this 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 Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$500,000 per occurrence with a \$500,000 aggregate, and
3. Professional Liability insurance with no less than \$1,000,000 claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Planning and Building Services Director and the City shall determine the term or provision's true intent or meaning. The City Planning and Building Services Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Planning and Building Services Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

Lita Dawn Stanton
Lita Dawn Originals
111 Raft Island
Gig Harbor, WA 98335
(253) 265-6358

John P. Vodopich, AICP
City of Gig Harbor
3125 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification


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

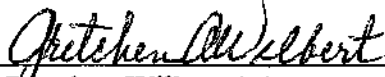
XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or

altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 24th day of June, 2002.

CONSULTANT
By: 
Lita Dawn Stanton, Principal

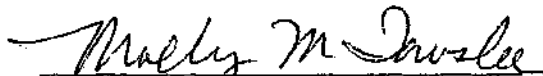
CITY OF GIG HARBOR
By: 
Gretchen Wilbert, Mayor

Notices to be sent to:

Lita Dawn Stanton
Lita Dawn Originals
111 Raft Island
Gig Harbor, WA 98335
(253) 265-6358

John P. Vodopich, AICP
City of Gig Harbor
3125 Judson Street
Gig Harbor, Washington 98335
(253) 851-4278

ATTEST:


Molly Towslee,
City Clerk

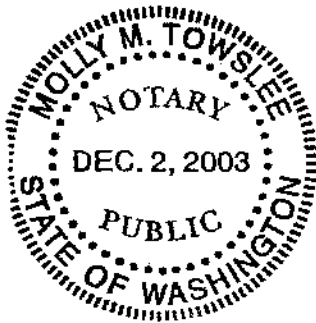
APPROVED AS TO FORM:

Carol A. Morris, PC
City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Lita Dawn Stanton is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the principal of Lita Dawn Originals, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/18/02



Molly M Towslee

Molly M. Towslee

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

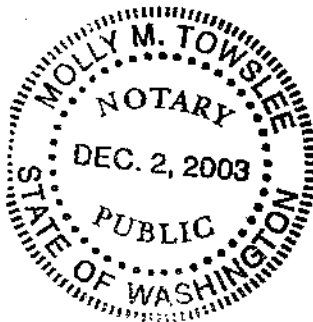
Gig Harbor

My Commission expires: 12/2/03

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: 7/18/02



Molly M Towslee

Molly M. Towslee

(print or type name)

NOTARY PUBLIC in and for the
State of Washington, residing at:

Gig Harbor

My Commission expires: 12/2/03

Backdoor
GALLERY

Lita Dawn
Designs

3100 B Harborview
Gig Harbor
Washington 98335
(253) 858-8888
fax (253) 265-1503
litedawn@harboretel

April 11, 2001

EXHIBIT A

TO: City of Gig Harbor
JOB: Reformat Design Review Manual

PROJECT DESCRIPTION:

Phase 1:

Design, production and coordination for the reformat
of existing 117 page Design Review Manual
(see sample layout attached).

Planning staff to provide electronic file.

40 hours

Phase 2:

Identify text adjustments, changes and graphics as
directed by the planning staff.

This includes scanning and insertion of diagrams and
graphics as directed.

Mechanical production, revisions.

directed by staff

Phase 3:

Final revisions and proofing.
Provide staff with 2 zip disks (\$18/ea)
(pagemaker 6.0 format)
for in-house printing.

10 hours

Fees will be charged at \$25 per hour

PHASE II

In order to remain visually consistent with Design Review language, images that represent DR requirements or intent must be created. A digital camera will be used. (Time estimates are based on the existing number of images currently represented in the Design Review manual.)

field work

- photograph completed projects 4 hrs
- photograph streetscapes and view corridors 4 hrs
- photograph landmarks and historic architecture 2 hrs

10 hrs.....\$500

PHASE III

Prior to placement, illustrations and images must be formatted, adjusted and sized. Actual hours will be billed based on average scanning requirements (8 min per image plus retouch time @ 7 min per image) It is assumed that the existing number of images currently represented in the Design Review manual will be maintained.

illustrations

- rescan and retouch existing illustrations (40) 10 hrs
- download, crop and/or create new images (Makers) (43+) 11 hrs
(this number may be reduced based on Makers resource materials)

photoshop graphics program

- download, adjust, crop and prepare digital images (35+) 16 hrs

design and production

- place photographs and illustrations, style sheets, section numbering, headings 10 hrs
- integrate images, maps and illustrations; place and flow; tweak, adjust, graphically refine for final proof; camera ready/print ready document 16 hrs

63 hrs.....\$3150

Sub-consultant Scope of Work
(Ferguson Graphics)

text changes

- reformat introduction per Kadzik review 3 hrs
- duplicate text and place (single/multi family sections) 2 hrs
- add definition headings (all sections) 4 hrs
- reformat section headings (all sections) 4 hrs

13 hrs.....\$ 650

design and production

- place photographs and illustrations, style sheets, section numbering, headings 10 hrs
- integrate images, maps and illustrations; place and flow; tweak, adjust, graphically refine for final proof; camera ready/print ready document 16 hrs

26 hrs.....\$1300

print bidding and coordination

- prepare print specs and submit
- work with printers
- working mock-up
- bluelines, print scheduling, bindery, delivery info and general coordination

8 hrs.....\$400

TOTAL.....\$2,350



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE OSGUTHORPE, AICP *S.O.*
PLANNING MANAGER
SUBJECT: SECOND READING OF AN ORDINANCE SUPPORTING
CONTINUATION OF A MORATORIUM ON THE ACCEPTANCE
OF APPLICATIONS FOR DEVELOPMENT IN THE HEIGHT
RESTRICTION AREA FOR A PERIOD OF 90-DAYS
DATE: FEBRUARY 28, 2005

INFORMATION/BACKGROUND

An ordinance adopting a 6-month building size moratorium in the Height Restriction area was adopted by the City Council on July 12, 2004. It was subsequently amended through Ordinances Nos. 968 and 979, but the 6-month time frame was not extended under the subsequent amendments. The moratorium was therefore set to expire on January 12, 2005. However, the City Council approved under Ordinance No. 986, a 90-day extension at their regularly scheduled meeting of January 10, 2005. The moratorium has now been extended to April 12, 2005.

A public hearing on the 90-day extension of the moratorium was held before the City Council on February 14, 2005, at which time the Council considered the first reading of an ordinance adopting findings of fact supporting the continuation of the moratorium. The ordinance is now before the Council for second reading and final action.

RECOMMENDATION

I recommend approval of the attached draft ordinance.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING FINDINGS AND CONCLUSIONS SUPPORTING THE MAINTENANCE OF AN EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW DEVELOPMENT OR CERTAIN TYPES OF RE-DEVELOPMENT IN THE CITY'S HEIGHT RESTRICTION AREA FOR A PERIOD OF 90 DAYS, AS THE MORATORIUM WAS ORIGINALLY IMPOSED UNDER ORDINANCE 965 AND AS LATER AMENDED UNDER ORDINANCES 968 AND 979, AND AS EXTENDED UNDER ORDINANCE 986.

WHEREAS, on July 12, 2004, the Gig Harbor City Council passed Ordinance No. 965, imposing an immediate moratorium on the acceptance of applications for new development or certain types of re-development within the height restriction area as shown on the official height restriction map; and

WHEREAS, Ordinance No. 965 defined the permit applications that were exempt from the moratorium; and

WHEREAS, on September 13, 2004, the City Council passed Ordinance No. 968, which adopted findings and conclusions supporting the continued maintenance of the moratorium; and

WHEREAS, Ordinance 968 included definitions of the permit applications that were exempt from the moratorium; and

WHEREAS, Ordinance 979 further defined the exempt permit applications, amending Ordinances 965 and 968; and

WHEREAS, the City has made substantial progress in addressing the issues of the moratorium during the time that the moratorium has been in place, including amendments to the City's Design Manual that, in part, (a) impose

additional height limits on non-residential structures within the historic district portion of the view basin, (b) limit the use of tall vegetation in addressing buffering issues in the view basin, and (c) eliminate the allowance for additional height on primary structures in the view basin. Additionally, the City's Community Development Committee has met regularly to determine what additional standards should be imposed to address the concerns expressed by citizens during the public meeting on the building size issue that were not addressed in the Design Manual update, and has directed the staff to complete the drafting of text amendments specified by the Committee; and

WHEREAS, an outline of the Community Development Committee's proposed amendments was presented to the City Council on January 10, 2004; and

WHEREAS, additional time is needed to both allow planning commission and public review of the proposed text amendments and also to allow a 60-day review of the amendments by State agencies pursuant to RCW 36.70A.106; and

WHEREAS, RCW 36.70A.390 allows the City to extend a moratorium for one or more six-month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal; and

WHEREAS, because the moratorium was set to expire on January 12, 2005, the City Council considered the issue whether the moratorium should be extended for an additional 90-day period during its regular Council meeting on January 10, 2005; and

WHEREAS, the Council passed ordinance No. 986 on January 10, 2005 extending the moratorium for an additional 90 days; and

WHEREAS, the City held a public hearing on the moratorium extension on February 14, 2005 pursuant to RCW 36.70A.390 and RCW 35A.63.220; and

WHEREAS, the City Council desires to enter findings and conclusions in support of the continued maintenance of the moratorium for a period of 90 days after the adoption of the moratorium (which would be on April 11, 2005); Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
ORDAINS AS FOLLOWS:

Section 1. Findings and Conclusions in Support of Moratorium. The City Council finds as follows:

1. The City of Gig Harbor is characterized by views of Gig Harbor bay and the small scale buildings that reflect the historic development of the harbor basin.

2. The City of Gig Harbor's Comprehensive Plan has the stated goal to "Preserve the character of those sites or districts which reflect the style of Gig Harbor's historical development" (Goal 3.13); and

3. The City of Gig Harbor's Comprehensive Plan has the stated objectives to:

a. Develop guidelines which promote compatible development within designated areas. (Objective 3.13.2);

b. Consider standards which encourage building forms consistent with historic designs, (e.g., massing, roof styles and scale," (Objective 3.14.2); and

c. Define and retain "small town" characteristics of historic business districts. (Objective 3.15.1).

4. The City of Gig Harbor's Comprehensive Plan has the stated goal to "Control vegetation to preserve significant views" (Goal 3.18).

5. Large structures recently built in the non-residential zones within the harbor basin have adversely impacted the visual quality of the harbor basin because of their scale in relation to the historic structures that characterize the harbor basin.

6. The City has made substantial progress in addressing the issues of the moratorium during the time that the moratorium has been in place, including amendments to the City's Design Manual that, in part, (a) impose additional height limits on non-residential structures within the historic district portion of the view basin, (b) limit the use of tall vegetation in addressing buffering issues in the view basin, and (c) eliminate the allowance for additional height on primary structures in the view basin. Additionally, the City's Community Development Committee has met regularly to determine what additional standards should be imposed to address the concerns expressed by citizens during the public meeting on the building size issue that were not addressed in the Design Manual update, and has drafted recommendations to the City Council on ways to further address public concerns.

7. The City Council has proposed amendments that are intended to protect views of the water from specified public viewing corridors and to maintain the small scale structures that characterize the City's historic district.

8. Additional time is required to process and adopt the proposed text amendments.

Section 2. Moratorium Maintained. The moratorium adopted under Ordinance 968 on the acceptance of all non-exempt development permit applications for property located in the City's Height Restriction Area shall be maintained for the full period described in Ordinance 986, which is April 12, 2005.

Section 3. Work Plan. During the period of the moratorium the following work plan shall apply:

<u>Deadline</u>	<u>Description</u>
January 24, 2005	Finalization of text amendment ordinance. (Done)
January 27, 2005	SEPA threshold decision on text amendment ordinance. (Done)
January 27, 2005	Transmittal of text amendment ordinance to DCTED. (Done)

- March 3, 2005 Public hearing before the Planning Commission on
text amendment ordinance
- March 17, 2005 Recommendation of Planning Commission to City Council
on text amendment ordinance
- March 28, 2005 City Council consideration of text amendment ordinance
- April 11, 2005 Final Council action on text amendment ordinance

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be unconstitutional or invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___th day of _____, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

FIRST READING:
DATE PASSED:
DATE OF PUBLICATION:
EFFECTIVE DATE:



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE OSGUTHORPE, AICP *SO.*
PLANNING MANAGER
SUBJECT: SECOND READING OF ORDINANCE MAKING ASSISTED AND
INDEPENDENT LIVING FACILITIES COUNT AS FRACTIONAL
DWELLING UNITS IN CALCULATING RESIDENTIAL DENSITY.
DATE: FEBRUARY 28, 2005

INFORMATION/BACKGROUND

Applicant: Mountain West Senior Housing, LLC
245 Commercial Street SE, STE 200
Salem, OR 97301
(503) 588-3505

Agent: Carl Halsan
P.O. Box 1447
Gig Harbor, WA 98335
(253) 858-8820

Mountain West Senior Housing has submitted a text amendment that would make Assisted Living Facilities and Independent Living Facilities count as fractional dwelling units for purposes of calculating residential densities. Adoption of this proposal would allow greater numbers of Assisted and Independent Living Facility units under current density standards. This in turn would serve as an incentive for the development of more senior housing.

The proposed changes would read as follows:

17.04.320 Dwelling Unit

"Dwelling unit" is one or more rooms with at least one kitchen, that is designed as a unit for occupancy by not more than one family for sleeping and living purposes. Each unit at an Assisted Living Facility or Independent Living Facility shall count as one-third of a dwelling unit (.33) for purposes of calculating density."

To implement this change, the applicant is also proposing new definitions for both assisted living facilities and independent living facilities. The definitions would read as follows:

17.04.438 Living Facility, Assisted

"Assisted Living Facility" is a multi-unit establishment which provides living quarters and a variety of supportive personal care, limited health care, housekeeping, and transportation services to individuals who are unable to live independently due to infirmity of age or physical handicap, but who do not need the medically-oriented care of a skilled nursing facility. Individual dwelling units are of a barrier-free design with separate bathroom facilities and a mini-kitchen without range. Communal areas include a dining room in which three meals per day are served, social and activity areas, laundry facilities, and open space. Assisted living facilities are licensed under Chapter 388-110 of the Washington Administrative Code.

Section 17.04.439 Living Facility, Independent

"Independent Living Facility" is a multi-unit establishment which provides living quarters and a variety of social, housekeeping, and transportation services to senior citizens who choose to live in a congregate setting. Individual dwelling units are of a barrier-free design with separate bathroom facilities and may contain a full kitchen, partial kitchen, or no kitchen. Communal areas include a dining room in which at least one meal per day is served, social and activity areas, laundry facilities, and open space.

The above definitions would replace any and all references in the code to "retirement facilities", "retirement homes", and "senior citizen housing".

The Planning Commission held a public hearing on the proposed amendments on January 20, 2005. The Commission then voted unanimously to forward a recommendation to the City Council to approve the proposed amendments, subject to some minor corrections.

At the first reading before the City Council on February 14, 2005, the staff informed the Council that the language in the draft ordinance inadvertently eliminated references to nursing homes. The applicant agreed that this was not intended. The staff therefore suggested that the language in the ordinance be revised to leave "nursing homes" as an individual line in the list of permitted or conditionally permitted uses, and to list independent and assisted living facilities separately. The ordinance has therefore been revised to reflect this change. The public may comment on this change at the February 28th public hearing before the City Council.

POLICY CONSIDERATIONS

Comprehensive Plan:

The Land Use Element of the Comprehensive Plan includes a policy under generalized land use categories on page 8 addressing residential densities as follows:

a. Residential

Provides primarily for residential uses and facilities that would ordinarily be associated with closely linked to residential uses and neighborhoods. Two density ranges are defined for residential: RL (urban residential low density, 3.0 – 4.0 dwelling units per acre) and RM (urban residential moderate density, 4.0 – 12.0 dwelling units per acre).

Goal #12 on page 11 of the Land Use Element addresses the issue of housing choice as follows:

12. Housing Choice

Expand residential districts and code definitions to allow a broad choice of housing types, locations, and tenures.

Goal #1 on page 46 of the Housing Element directs the City to specifically accommodate group housing. This goal is specified as follows:

1. Accommodate Group Housing. Develop standards for **senior citizen** and group housing arrangements as permitted uses in designated zones.
. . . .
- (b) Redefine density standards to allow for higher numbers of single-room occupancy units (SRO's) and increased numbers of beds in **senior or group housing complexes.**

Gig Harbor Municipal Code:

Section 17.04.320 of the GHMC provides the official definition of a "dwelling unit.", which is as follows:

17.04.320 Dwelling unit.

"Dwelling unit" is one or more rooms with at least one kitchen, that is designed as a unit for occupancy by not more than one family for sleeping and living purposes. (Ord. 573 § 2, 1990).

Sections 17.04.290, 17.04.300, and 17.04.310 further specify the types of dwelling units permitted in the City. None of these sections differentiate Assisted Living Facilities or Independent Living Facilities from other types of dwelling units.

The following similar types of uses are permitted or conditionally permitted in the specified districts:

R-3 District. Nursing or retirement facilities – Permitted Use (Section 17.24.020(C)).

RB-1 District. Nursing homes and retirement facilities – Conditional Use (Section 17.28.030(A)).

RB-2 District. Nursing homes and retirement facilities – Conditional Use (Section 17.30.030(B)).

DB District. Retirement homes – Conditional Use (Section 17.31.030(B)).

PCD-C District. Nursing and convalescent homes; Retirement complexes – Permitted Use (Section 17.41.010(E)).

ED District. Senior citizen housing – Conditional use (Section 17.45.030(B)).

ENVIRONMENTAL ANALYSIS

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on this proposal on July 26, 2004.

RECOMMENDATION

The proposed changes would encourage the development of more senior housing - a need that may not be fully met under current regulations. The staff believes that the proposed changes would provide more housing choices, and would therefore assist in implementing the goals, objectives, and policies of the Comprehensive Plan. I recommend that the Council approve the attached draft ordinance adopting the proposed amendments.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AND THE METHOD FOR DETERMINING THE NUMBER OF DWELLING UNITS PER ACRE, AMENDING SECTION 17.04.320 OF THE MUNICIPAL CODE TO COUNT ASSISTED AND INDEPENDENT LIVING FACILITIES AS FRACTIONAL DWELLING UNITS; ADDING TWO NEW SECTIONS TO DEFINE ASSISTED AND INDEPENDENT LIVING FACILITIES, AND AMENDING THE FOLLOWING SECTIONS OF THE GIG HARBOR MUNICIPAL CODE TO INCORPORATE ASSISTED AND INDEPENDENT LIVING FACILITIES INTO THE LISTS OF PERMITTED OR CONDITIONALLY PERMITTED USES: 17.20.030, 17.24.020, 17.28.030, 17.30.030, 17.31.030, 17.40.040, 17.41.020, 17.45.030, 17.91.020.

WHEREAS, the City of Gig Harbor, through the Zoning Code, has established maximum residential densities in all residential districts in the City; and

WHEREAS, residential density limits in Gig Harbor City are applicable to all types of dwelling units; and

WHEREAS, senior housing facilities are typically designed with smaller individual units at a higher density than typical single-family and multifamily housing for purposes of facilitating congregate living arrangements; and

WHEREAS, the Housing Element of the City's Comprehensive Plan has the stated goal to "Preserve Gig Harbor as a place to live for people of all occupations, incomes and abilities", and the stated objective to, "Redefine density standards to allow for higher numbers of single room occupancy units (SRO's) and increased numbers of beds in senior or group housing complexes"; and

WHEREAS, current density limitations limit or preclude the possibility of providing affordable congregate-type housing for senior citizens; and

WHEREAS, a proposed text amendment has been submitted by Mountain West Senior Housing that would make Assisted Living Facilities and Independent Living Facilities in Gig Harbor City count as fractional dwelling units; and

WHEREAS, the proposed text amendment would facilitate the development of more housing choices; and

WHEREAS, the proposed text amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official issued a determination of Non-significance for the proposed text amendment on July 26, 2004 pursuant to WAC 197-11-350; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on July 26, 2004, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on January 20, 2005 and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of February 14, 2005 and held a public hearing on February 28, 2005; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 17.04.320 of the Gig Harbor Municipal Code is hereby amended as follows:

SECTION 17.04.320 DWELLING UNIT

"Dwelling unit" is one or more rooms with at least one kitchen, that is designed as a unit for occupancy by not more than one family for sleeping and living purposes. Each unit at an Assisted Living Facility or Independent Living Facility shall count as one-third of a dwelling unit (.33) for purposes of calculating density.

Section 2. A new Section 17.04.438 is hereby added to the Gig Harbor Municipal Code, to read as follows:

SECTION 17.04.438 LIVING FACILITY, ASSISTED

"Assisted Living Facility" is a multi-unit establishment which provides living quarters and a variety of supportive personal care, limited health care, housekeeping, and transportation services to individuals who are unable to live independently due to infirmity of age or physical handicap, but who do not need the medically-oriented care of a skilled nursing facility. Individual dwelling units are of a barrier-free design with separate

bathroom facilities and a mini-kitchen without range. Communal areas include a dining room in which three meals per day are served, social and activity areas, laundry facilities, and open space. Assisted living facilities are licensed under Chapter 388-110 of the Washington Administrative Code.

Section 3. A new Section 17.04.439 is hereby added to the Gig Harbor Municipal Code, to read as follows:

SECTION 17.04.439 LIVING FACILITY, INDEPENDENT

"Independent Living Facility" is a multi-unit establishment which provides living quarters and a variety of social, housekeeping, and transportation services to senior citizens who choose to live in a congregate setting. Individual dwelling units are of a barrier-free design with separate bathroom facilities and may contain a full kitchen, partial kitchen, or no kitchen. Communal areas include a dining room in which at least one meal per day is served, social and activity areas, laundry facilities, and open space.

Section 4. Section 17.20.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.20.30 Conditional Uses.

Subject to the requirements of Chapter 17.64 GHMC and the standards and procedures for conditional uses as set forth in this title, the following uses may be permitted in an R-2 district:

.....
E. Nursing and retirement homes subject to the basic density requirements of the district;

.....
G. Assisted Living Facilities and Independent Living Facilities subject to the basic density requirements of the district.

Section 5. Section 17.24.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.24.020 Permitted principal uses and structures. The following principal uses and structures are permitted in an R-3 district:

....
C. Nursing ~~and retirement~~ homes subject to the basic density requirements of the district;
....

H. Manufactured housing in approved manufactured housing subdivisions or parks; ~~and~~

I. Home occupations as established in Chapter 17.84.GHMC; and
J. Assisted Living Facilities and Independent Living facilities subject to the basic density requirements of the district.

Section 6. Section 17.28.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.28.030 Conditional uses. Subject to the requirements of Chapter 17.64 GHMC and the standards and procedures for conditional uses as set forth in this title, the following uses may be permitted in an RB-1 district:

A. Nursing homes ~~and retirement facilities~~ subject to the basic density requirements of the district;

....
I. Assisted Living Facilities and Independent Living facilities subject to the basic density requirements of the district.

Section 7. Section 17.30.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.30.030 Conditional uses. Subject to the procedures and other provisions for conditional uses as set forth under this title, the following uses may be permitted in an RB-2 district:

....
B. Nursing homes ~~and retirement centers~~ subject to the basic density requirements of the district;

....
I. Hotels and motels; ~~and~~

J. Accessory apartments which meet the criteria established under GHMC 17.64.045-; and

K. Assisted Living Facilities and Independent Living Facilities subject to the basic density requirements of the district.

Section 8. Section 17.31.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.31.030 Conditional uses. Subject to the requirements of Chapter 17.64 GHMC and standards and procedures for conditional uses set forth in this title, the following uses may be allowed:

....

B. ~~Retirement homes~~ Assisted Living Facilities and Independent Living Facilities;

....

L. Residential uses; and
M. Uses conducted outside buildings; and
N. Nursing Homes.

Section 9. Section 17.40.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.40.040 Conditional uses. Subject to the requirements of Chapter 17.64 GHMC and the standards and procedures for conditional uses as set forth in this title, the following uses may be permitted in a C-1 district:

A. Hospitals, clinics and establishments for people convalescing from illness or operation;
B. ~~Homes for the aged~~ Assisted Living Facilities and Independent Living Facilities subject to the basic density requirements of the district;

....

K. Drive-in restaurants; and
L. Residential uses; and
M. Nursing homes subject to the basic density requirements of the district.

Section 10. Section 17.41.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.41.020 Permitted uses. The following are permitted uses in the planned community development commercial district:

....

E. ~~Retirement complexes~~ Assisted Living Facilities and Independent Living Facilities;

....

Section 11. Section 17.45.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.45.030 Conditional uses. Subject to the requirements, standards and procedures for conditional uses set forth in Chapter 17.64 GHMC, the following uses may be permitted in an employment district:

....

B. ~~Senior citizen housing~~ Assisted Living Facilities and Independent Living facilities;

....

Section 12. Section 17.91.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.91.020 Permitted uses.

The following uses are permitted uses in the mixed use zone:

- A. Residential dwellings, attached/detached.
- B. ~~Retirement communities/complexes~~ Assisted Living Facilities and Independent Living Facilities subject to the basic density requirements of the district;

....

O. Nursing homes subject to the basic density requirements of the district.

Section 13. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 14. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2005.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 2/10/04
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE RELATING TO ANNEXATION
AND ZONING – NORTH DONKEY CREEK ANNEXATION (ANX 03-03)
DATE: FEBRUARY 28, 2005

INFORMATION/BACKGROUND

The City Council met with the initiators of a 'Notice of Intention to Commence Annexation Proceedings' on July 28, 2003 with regards to a proposed annexation of approximately 9.78 acres of property located west of Burnham Drive, east of the east boundary of the Tacoma-Lake Cushman power line, and north of 96th Street NW. The Council voted to accept a revised legal description and authorized the circulation of an annexation petition subject to adoption of the pre-annexation zoning of Medium-Density Residential (R-2) with the Mixed Use District Overlay (MUD) being applied to those properties lying east of Donkey Creek and a requirement that the property owners assume a proportionate share of the City's indebtedness.

The City received the initial petition for annexation on December 4, 2003. The petition was subsequently certified by the Pierce County Office of the Assessor-Treasurer as being legally sufficient on October 25, 2004.

At the conclusion of a public hearing on November 22, 2004, the Council passed Resolution No. 634 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration. The Boundary Review Board deemed the annexation approved on January 20, 2005.

Adoption of an Ordinance annexing the property and establishing zoning is required by RCW 35A.14.140. The City Attorney has reviewed and approved the attached Ordinance for your consideration. The first reading of the Ordinance was held at the February 14, 2005 meeting.

POLICY CONSIDERATIONS

None.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend that the Council approve the Ordinance as presented.

**CITY OF GIG HARBOR
ORDINANCE NO.**

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 9.78 ACRES OF PROPERTY LOCATED WEST OF BURNHAM DRIVE, EAST OF THE EAST PROPERTY LINE OF THE TACOMA-LAKE CUSHMAN POWER LINES, AND NORTH OF 96th STREET NORTHWEST, LOCATED IN PIERCE COUNTY (ANX 03-03), ADOPTING MEDIUM-DENSITY RESIDENTIAL (R-2) ZONING WITH THE MIXED USE DISTRICT OVERLAY (MUD) BEING APPLIED TO THOSE PROPERTIES LYING EAST OF DONKEY CREEK FOR THE ANNEXATION AREA, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.

WHEREAS, on June 5, 2003, the City of Gig Harbor received a Notice of Intent to Annex approximately 15.59 acres of property located west of Burnham Drive, east of the west boundary of the Tacoma-Lake Cushman power line, and north of 96th Street NW, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on July 28, 2003, the City Council met with the initiators of the petition voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Medium-Density Residential (R-2) zoning with the Mixed Use District Overlay (MUD) being applied to those properties lying east of Donkey Creek; modification of the geographic boundaries of the area proposed for annexation thereby reducing the size of the annexation area to approximately 9.78 acres; and requiring that the property owners assume a proportionate share of the City's indebtedness; and

WHEREAS, on October 27, 2003, the City Council voted to accept the revised legal description and map of the area described and graphically depicted in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, on December 4, 2003, a petition for annexation of the property described and graphically depicted in Exhibit A was received by the City; and

WHEREAS, on January 7, 2004, the Pierce County Auditor noted that the signatures on the petition were valid however the addresses of the voters were not in the area to be annexed described and graphically depicted in Exhibit A; and

WHEREAS, on September 23, 2004, a revised petition for annexation of the property described and graphically depicted in Exhibit A was received by the City; and

WHEREAS, on October 25, 2004, the Pierce County Boundary Review Board approved the legal description and map and the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described and graphically depicted in Exhibit A; and

WHEREAS, the property described and graphically depicted in Exhibit A and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established the land use map designations for this area as Mixed Use, Preservation Area, and Residential Low, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning of Medium-Density Residential (R-2) with the Mixed Use District Overlay (MUD) being applied to those properties lying east of Donkey Creek of the property described and graphically depicted in Exhibit A is consistent with the City of Gig Harbor Comprehensive Land Use Plan designations of Mixed Use, Preservation Area, and Residential Low; and

WHEREAS, on November 22, 2004, the City Council, following a public hearing on the annexation petition, the voted to City Council approve the annexation and the proposed pre-annexation Medium-Density Residential (R-2) zoning with the Mixed Use District Overlay (MUD) being applied to those properties lying east of Donkey Creek for the area described and graphically depicted in Exhibit A, subject to Boundary Review Board approval (Resolution No. 634); and

WHEREAS, on November 24, 2004, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on December 3, 2004, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing date as December 3, 2004, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on January 18, 2005; and

WHEREAS, the property described and graphically depicted in Exhibit A and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, on January 20, 2005, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described and graphically depicted in Exhibit A; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting's of February 14 and February 28, 2005; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,
ORDAINS AS FOLLOWS:

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately 9.78 acres of property located west of Burnham Drive, east of the east boundary of the Tacoma-Lake Cushman power line, and north of 96th Street NW Located in Pierce County, as described and graphically depicted in Exhibit A, contingent upon the following conditions:

- A. Assumption by the property owners of their proportionate share of the City of Gig Harbor's indebtedness; and
- B. Imposition of Medium-Density Residential (R-2) zoning with the Mixed Use District Overlay (MUD) being applied to those properties lying east of Donkey Creek as depicted in Exhibit A; and

Section 2. The Community Development Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established in Section 1 and depicted in Exhibit A.

Section 3. The Gig Harbor City Clerk hereby declares the property described and graphically depicted in Exhibit A to be contiguous with the boundaries of the City of Gig Harbor.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 5. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 28th day of February 2005.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

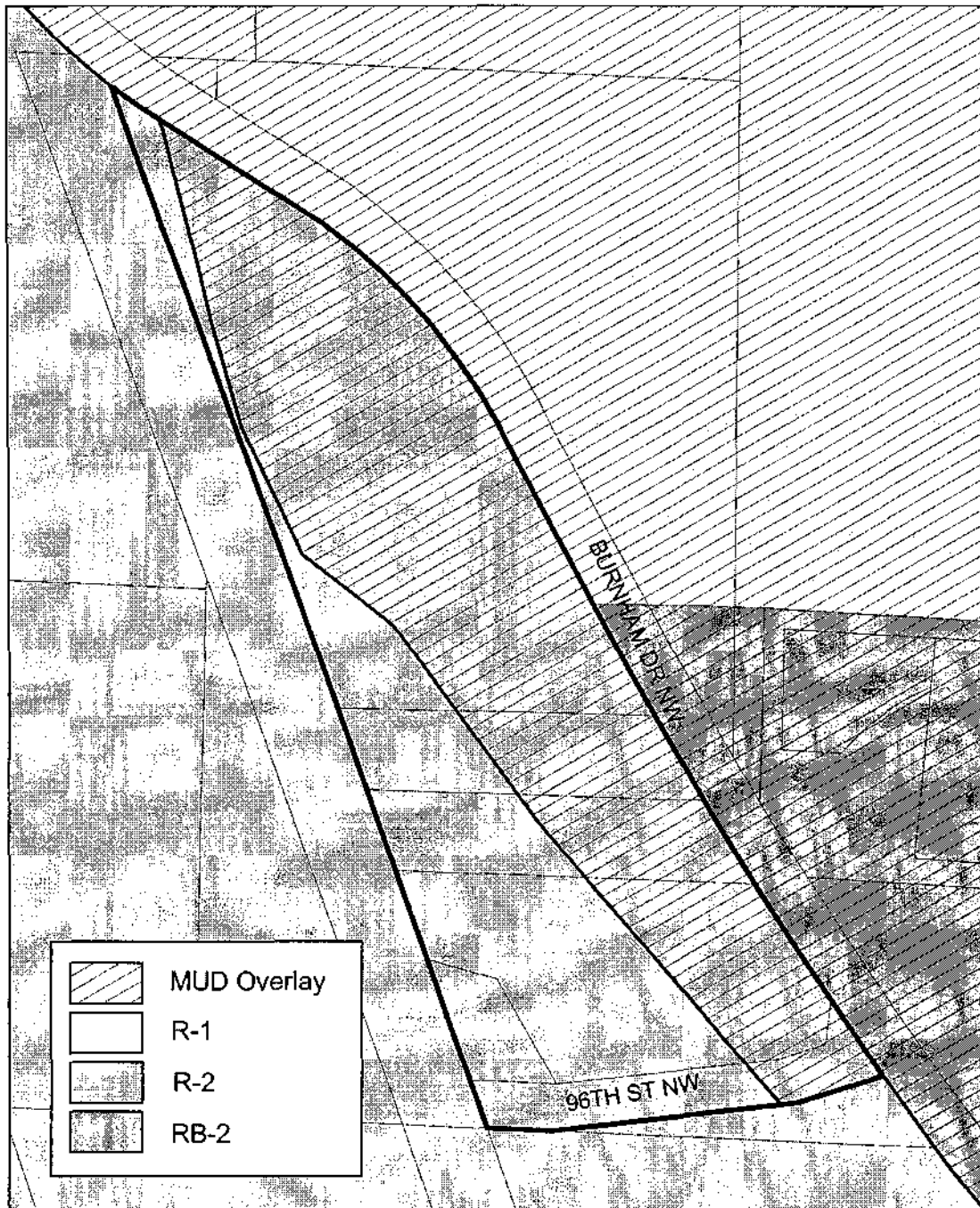
BY:_____

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
ORDINANCE NO.

Exhibit A
NORTH DONKEY CREEK ANNEXATION (ANX 03-03)

LEGAL DESCRIPTION -- NORTH DONKEY CREEK ANNEXATION AREA

That portion of the southwest quarter of Section 31, Township 22 North, Range 2 East, Willamette Meridian, lying north of the south right-of-way line of 96th Street, east of the east property line of the Tacoma-Lake Cushman Power Lines, and west of the west line of Burnham Drive.



North Donkey Creek Annexation ANX 03-03
Proposed Zoning

**SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington**

On February 28, 2005 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. , the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 9.78 ACRES OF PROPERTY LOCATED WEST OF BURNHAM DRIVE, EAST OF THE EAST PROPERTY LINE OF THE TACOMA-LAKE CUSHMAN POWER LINES, AND NORTH OF 96th STREET NORTHWEST, LOCATED IN PIERCE COUNTY (ANX 03-03), ADOPTING MEDIUM-DENSITY RESIDENTIAL (R-2) ZONING WITH THE MIXED USE DISTRICT OVERLAY (MUD) BEING APPLIED TO THOSE PROPERTIES LYING EAST OF DONKEY CREEK FOR THE ANNEXATION AREA, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of February 28, 2005.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E. *SM*
CITY ENGINEER
SUBJECT: LATECOMER'S AGREEMENT FOR REIMBURSEMENT OF MUNICIPAL
WATER - PENINSULA SCHOOL DISTRICT
DATE: FEBRUARY 28, 2005

INTRODUCTION/BACKGROUND

Peninsula School District, the primary funding participant for the Burnham Drive Water Main Extension, has requested City Council's approval and execution of a latecomer's agreement in an effort to recapture a portion of the construction costs for the Burnham Drive 12-inch Water Main Extension Project. This is the second public hearing on this subject. The first public hearing was on October 11, 2004.

Exhibits A, B and C identify the participants' latecomer's fees collectable at the time of connection to the water main. These exhibits have been modified and approved by the Peninsula School District. Four parcels were removed from the original assessment group, and the parcel assessments were recalculated. The participants are at no time required to make connection and the decision to do so is a voluntary one. It is unlikely that all parcels identified would participate in this latecomer's agreement which remains in effect for fifteen years. Upon the City's receipt of the fees, the City would forward the monies to the developer, Peninsula School District within 60 days. The basis of assessment is proposed by the applicant, Peninsula School District, with the fair pro rata share being equal to the total construction costs. Seventy-five percent of the assessment is based upon the usable area of the parcel and twenty-five percent is based upon the parcels' frontage along Burnham Drive.

The applicant is basing the methodology of this agreement on the existing Burnham Drive Latecomer's Agreement for Logan International.

Letters of notification and requests for comments were mailed to all property owners directly affected by this assessment. No responses to those letters have been received.

FISCAL CONSIDERATIONS

There are no financial impacts to the City upon execution of this agreement.

RECOMMENDATION

City staff affirms the method of calculating the latecomer's fees submitted by Peninsula School District and its consultant. I recommend that Council approve the latecomer's agreement as presented and further authorize the Mayor to sign the document on behalf of the City of Gig Harbor.

**LATECOMERS AGREEMENT FOR REIMBURSEMENT
OF MUNICIPAL WATER MAIN EXTENSION**

RECEIVED
CITY OF GIG HARBOR
FEB 22 2005
COMMUNITY
DEVELOPMENT

THIS AGREEMENT, made this ____ day of _____, 2005, by and between the Peninsula School District, a Washington municipal corporation, whose business address is 14015 62nd Ave NW, Gig Harbor, WA 98332 and the City of Gig Harbor, a Washington municipal corporation, whose business address is 3510 Grandview St., Gig Harbor, WA 98335, situated in Pierce County, Washington, the parties respectively referred to herein as "Owner" and "City".

WITNESSETH:

RECITALS

1. The City owns and operates a water system within and adjacent to its limits; and
2. The Owner has constructed, under agreement with the City, pursuant to the Municipal Water and Sewer Facilities Act, RCW 35.91.010, et seq., certain extensions to said system more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which additions are capable of serving areas now owned by the Owner; and
3. The area capable of being served by the extensions to said systems described in Exhibit "A", is herein referred to as the "benefited property," and is more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein; and
4. The extensions to said system described in Exhibit "A" are located within the area served by the City and have not been accepted by the City for maintenance and operation; and
5. The cost of construction of the water main extension described in Exhibit "A" under the provisions of said Municipal Water and Sewer Facilities Act amounts to \$433,630; and
6. The City has determined and the Owners have agreed that the area benefited by said extensions amounts to 2792 lineal front feet of which 403 lineal front feet is directly attributable to the Owner and the remaining benefited properties, resulting in fair prorata shares of the cost of construction of said extensions, to be collected from the owner or owners of any parcel benefited thereby, and who tap on or connect to said system as described in Exhibit 'A'; and
7. The City and Owner desire and intend by this Agreement to provide for collection of the fair prorata share of the cost of construction of said extensions from the owners of the benefited properties (as described on Exhibit "B") who did not contribute to the original

cost thereof, under the provisions of the Municipal Water and Sewer Facilities Act, PROVIDED, that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the extensions described in Exhibit "A" shall become a part under the terms of this Agreement, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The imposition by the City of any such requirement shall not be deemed an impairment of this Agreement though it may be imposed in such a manner as to refuse service to an owner of the benefited property in order to secure compliance with such requirements of the City.

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

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

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

C. Owner further warrants that it is the owner in title absolute of the extensions described in Exhibit "A", that it has neither permitted or suffered any person or other entity to tap onto said extensions prior to the date of this Agreement; that the charges described in Exhibit "C" totaling \$433,630 is a fair prorata charge to be assessed against the owners of the benefited premises, as described in Exhibit "B", who subsequently tap on to or connect to said facility, and do further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed which have been satisfied. In the event that any lien or other claim against said extensions are asserted after conveyance to the City, (which Owner shall defend and save harmless the City from loss on account thereof), and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this Agreement.

D. In consideration of the conveyance of the extensions described in Exhibit "A", the City agrees to accept said extensions for maintenance as part of its facility, after inspection and testing by the City Engineer and his recommendation of acceptance, and further agrees to collect from the owners of the realty benefited by said lien who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair prorata

share of the cost of such construction based upon the sum of which unit charge shall be conclusively presumed to be a fair prorata charge against the benefited parcels. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from said facility and in addition to the amount agreed to be collected by the City in this paragraph, a sum equal to fifteen percent (15%) to be collected from owners or persons tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement.

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

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

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

H. In the event of any claims arising as a result of the acts or omissions of the City, its officers, officials, employees representatives and agents, in the performance of the services described in this Agreement, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any person. In addition, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any third persons asserting that the formula used to determine either the benefited properties or the amount of such benefit is in error or does not amount to a fair prorata charge.

I. The City shall be entitled to rely, without any resulting liability to the City, on the

provisions of this Agreement with respect to the fairness of the prorata charge herein provided, and upon the designation and description of the benefited properties set forth in Exhibit "B".

J. This Agreement shall become operative immediately after recording with the Auditor of each County in which any of the benefited lands are situated, at the expense of the Owner, and shall remain in full force and effect for a period of fifteen (15) years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier; provided, that in the event the additions described in Exhibit "A" or any portions thereof shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's facility, such determination of uselessness to be in the absolute discretion of the City Engineer, then the City's obligation to collect for the Owner of the tapping charges provided pursuant to this Agreement shall cease.

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

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

City of Gig Harbor
3510 Grandview Street
Attn: City Engineer
Gig Harbor, WA 98335

Peninsula School District
14015 62nd Ave. NW
Attn: Deputy Superintendent
Gig Harbor, WA 98332

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

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

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

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

Q. This Agreement, including its exhibits and all documents referenced herein,

constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

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

CITY OF GIG HARBOR

OWNERS (Peninsula School District)

By: _____
Its Mayor

By: _____
Its: _____

ATTEST:

By: _____
City Clerk, _____

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: _____

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 person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

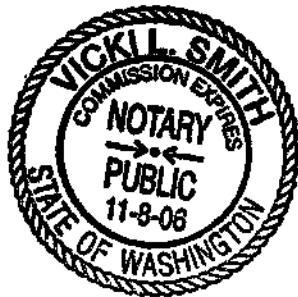
Dated: _____

NOTARY PUBLIC, State of Washington,
Print Name: _____
Residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

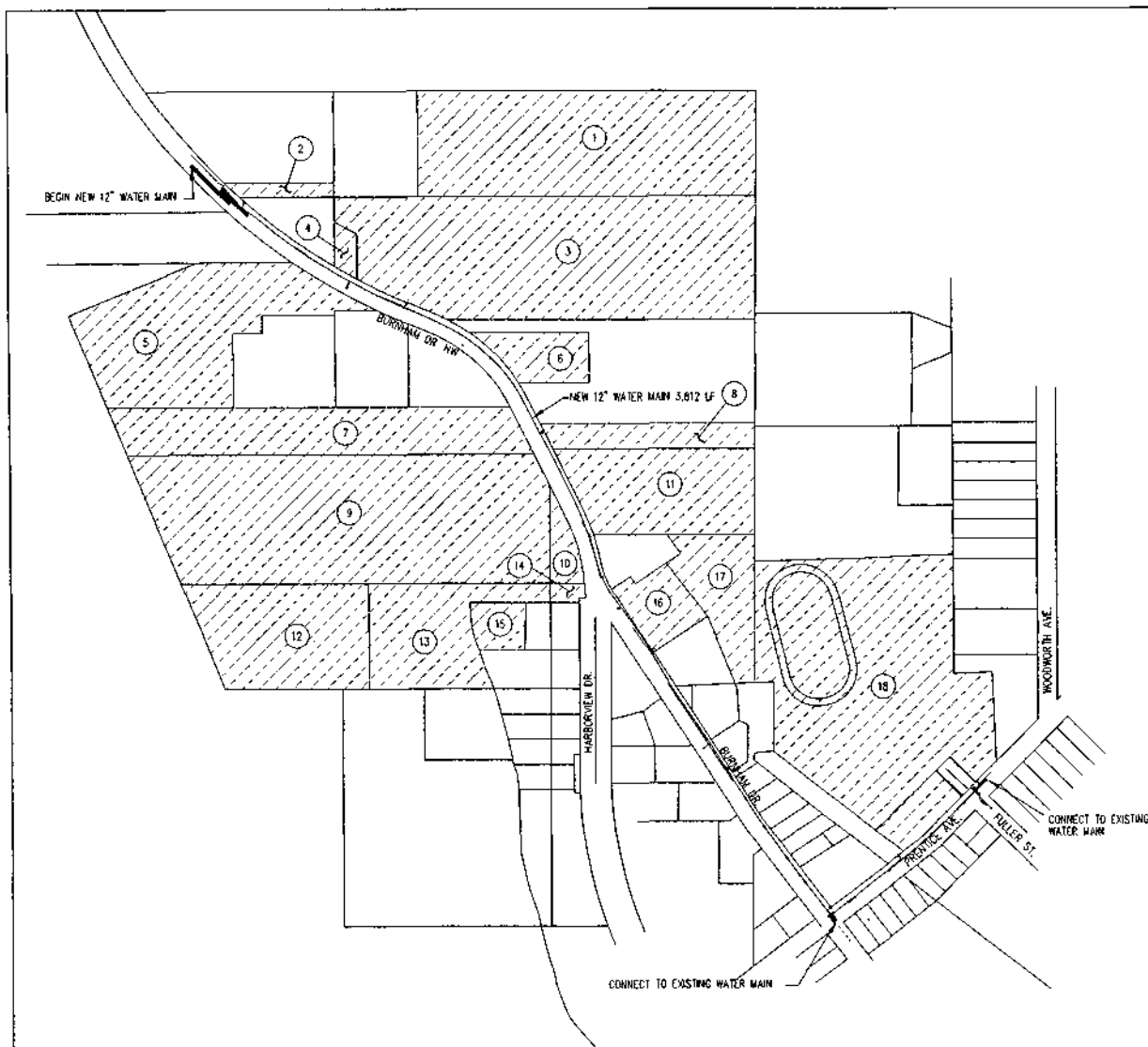
I certify that I know or have satisfactory evidence that Marcia E. Harris is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Deputy Superintendent of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

Dated: 2-22-05



Vicki L. Smith
NOTARY PUBLIC, State of Washington
Print Name: Vicki L. Smith
Residing at: Gig Harbor
My Commission expires: 11-8-06

EXHIBIT A



Description:

A new 12 in. water main was constructed beginning at parcel no.2 and ending at parcel no.18 by the Peninsula School District for the Harbor Ridge Middle School and is the purpose of this Latecomers Agreement. The affected properties of this agreement (shown as shaded), lie along Burnham Dr. and Prentice Ave. The legal descriptions of these parcels appear on Exhibit "B". In the event future connections are made to this line by a particular parcel, the dollar amount to be collected for that parcel appears on Exhibit "C" in the Total Allocation column.

EXHIBIT B

Parcel Reference	Tax Lot Numbers	Legal Description
1	0222314037	Section 31 Township 22 Range 02 Quarter 43 : S 330 FT OF SW OF SE EXC W 264 FT AS MEAS AT R/A TO W LI THEREOF EASE OF RECORD OUT OF 4-008 SEG F-0629 JU 1/4/94JU
2	0222313066	Section 31 Township 21 Range 02 Quarter 34 : S 20 FT OF THAT POR OF S 330 FT OF SE OF SW LY ELY OF GIG HARBOR-LONGBRANCH HWY OUT OF 4-008 SEG F-0629 JU 1/4/94JU
3	0221061093	Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF N 1/2 OF N 1/2 OF NW OF NE LY NELY OF NELY LI OF GIG HARBOR-LONGBRANCH RD EXC BEG AT INTER OF W LI OF NE & NELY LI OF GIG HARBOR-LONGBRANCH CO RD TH SELY ALG SD NELY LI OF RD 80 FT TH N PAR/W W LI OF NE 140 FT TH NWLY PAR/W NELY LI OF GIG HARBOR-LONGBRANCH CO RD 80 FT TO W LI OF NE TH S ALG SD W LI 140 FT TO POB OUT OF 1-036 SEG J1350 BB
4	0221061094	Section 06 Township 21 Range 02 Quarter 12 : BEG AT INTER OF W LI OF NE OF SEC & NELY LI OF GIG HARBOR-LONGBRANCH CO RD TH SELY ALG SD NELY LI OF RD 80 FT TH N PAR/W W LI OF NE OF SD SEC 140 FT TH NWLY PAR/W NELY LI OF GIG HARBOR-LONGBRANCH CO RD 80 FT TO W LI OF NE OF SD SEC TH S ALG W LI 140 FT TO POB OUT OF 1-036 SEG J1350 BB
5	0221066010	Section 06 Township 21 Range 02 Quarter 22 : L 4 OF SHORT PLAT 84-09-28-0164 TOG/W EASE & RESTRICTIONS OF RECORD OUT OF 1-091 & 2-022 SEG X-1283 PP ES
6	0221061050	Section 06 Township 21 Range 02 Quarter 12 : BEG AT INTER OF ELY LI OF G H L B CO RD WITH A LI PAR TO & 417.49 FT S OF N LI OF NE TH S 89 DEG 43 MIN 04 SEC E 378 FT TH S 00 DEG 14 MIN 10 SEC W 150 FT TH N 89 DEG 43 MIN 04 SEC W TO E LI OF SD RD TH NWLY ALG SD E LI OF RD TO BEG
7	0221061072	Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF FOLL LY OUTSIDE TOWN OF GIG HARBOR BEG AT A PT ON N & S CL 640.91 FT S FROM N 1/4 COR OF SEC TH N 88 DEG 16 MIN 10 SEC W 714.20 FT TO PT ON ELY LI OF TLCT LI R/W TH S 21 DEG 44 MIN 22 SEC E ALG SD ELY R/W LI 167.83 FT TH S 88 DEG 16 MIN 10 SEC E 1280.08 FT TO WLY LI GHLB CO RD AS NOW LOC TH NWLY ALG SD R/W TO PT S 88 DEG 16 MIN 10 SEC E FROM BEG TH N 88 DEG 16 MIN 10 SEC W 540 FT ML TO BEG RESERV OF RECORD BDRY LI AGREE # 2197734 SEG F 1450
8	0221061055	Section 06 Township 21 Range 02 Quarter 12 : THAT PART OF FOLL LY OUTSIDE TOWN OF GIG HARBOR COM AT SE COR OF SE OF NW OF NE TH ALG E LI OF SD SUBD N 00 DEG 25 MIN 36 SEC E 481.02 FT TO POB TH S 89 DEG 03 MIN 51 SEC W 508.27 FT TO ELY LI OF G H L B CO RD TH NWLY ALG SD RD ON A C TO L RAD 603 FT A DIST OF 79.55 FT TH N 26 DEG 41 MIN 10 SEC W 320.39 FT TH LEAVING SD RD N 89 DEG 03 MIN 51 SEC E 685.82 FT TO E LI OF NW OF NE TH S 00 DEG 25 MIN 36 SEC W 362.40 FT TO POB
9	0221061073	Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF FOLL LY OUTSIDE TOWN OF GIG HARBOR THAT POR OF NE OF NW & NW OF NE LY ELY OF TLCT LI R/W & WLY OF GHLB CO RD & S OF FOLL DESC LI COM 794.91 FT S OF NE COR OF NW TH S 88 DEG 16 MIN 10 SEC E 628.90 FT TO PT ON WLY R/W OF GHLB CO RD & POB TH N 88 DEG 16 MIN 10 SEC W 1280.08 FT TO PT ON E LI TLCT LI & TERM OF SD LI EXC S 330 FT AS MEAS ALG N & S C/L OF SEC BDRY LI AGREE # 2197734 ACREAGE FIGURED ON SURVEY BY B WHITACRE SEG F-1450 (DCTJES7-25-80)
10	0221061075	Section 06 Township 21 Range 02 Quarter 12 : COM NW COR OF NE TH S 794.91 FT TH S 88 DEG 16 MIN 10 SEC E TO INTER WLY LI GHLB CO RD TH SELY ALG SD WLY LI OF CO RD TO INTER TOWN LIMITS OF GIG HARBOR & POB TH CONT SELY ON WLY LI OF SD RD TO A PT 330 FT N OF S LI OF NW OF NE TH W ON SD LI TO W TOWN LIMITS OF GIG HARBOR TH N ALG SD W TOWN LIMITS TO POB SEG F 1593
11	0221061054	Section 06 Township 21 Range 02 Quarter 12 : THAT PART OF FOLL LY IN TOWN OF GIG HARBOR COM AT SE COR OF SE OF NW OF NE TH ALG E LI OF SD SUBD N 00 DEG 25 MIN 36 SEC E 481.02 FT TO POB TH S 89 DEG 03 MIN 51 SEC W 508.27 FT TO ELY LI OF GIG HARBOR LONGBRANCH CO RD TH NWLY ALG SD RD ON A C TO L RAD 603 FT A DIST OF 79.55 FT TH N 26 DEG 41 MIN 10 SEC W 320.39 FT TH LEAVING SD ROAD N 89 DEG 03 MIN 51 SEC E 685.82 FT TO E LI OF NW OF NE TH S 00 DEG 25 MIN 36 SEC W 362.40 FT TO POB
12	0221061000	Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF S 330.1 FT OF NW OF NE LY WLY OF GIG HARBOR PURDY CO RD EXC E 660 FT THEREOF MEAS ALG S LI & S 330.1 FT OF NE OF NW LY ELY OF T L C T LI R/W SUBJ TO CY OF TAC EASE
13	0221061034	Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF FOLL LY OUTSIDE TOWN OF GIG HARBOR S 330.1 FT OF E 660 FT OF THAT POR OF NW OF NE LY WLY OF GIG HARBOR PURDY CO RD AS MEAS ON S LI OF SD SUBD EXC THAT PART OF S 270 FT THEREOF WHICH LIES E OF MAIN CHANNEL OF NORTH CREEK
14	0221061043	Section 06 Township 21 Range 02 Quarter 12 : THAT POR OF FOLL LY INSIDE TOWN OF GIG HARBOR S 330.1 FT OF E 660 FT OF THAT POR OF NW OF NE LY WLY OF GIG HARBOR PURDY CO ROAD AS MEAS ON S LI OF SD SUBD EXC THAT PART OF S 270 FT THEREOF WHICH LIES E OF MAIN CHANNEL OF NORTH CREEK
15	0221061086	Section 06 Township 21 Range 02 Quarter 12 : PARCEL OF LD ABUTT NW LI OF A PARCEL DESC AS S 120 FT OF FOLL DESC PROP WHICH LIES E OF MAIN CHANNEL OF N CREEK S 330.1 FT OF E 660 FT OF THAT POR OF NW OF NE LY WLY OF G H PURDY CO RD SD DIST OF 660 FT BEING MEAS ALG S LI OF NW OF NE SD ABUTT PARCEL DESC AS FOLL BEG NW COR OF ABOVE DESC PROP TH ELY 150 FT TH N PAR TO G H PURDY CO RD 150 FT TH W TO CL OF SD CREEK TH SLY ALG SD C/L TO BEG SEG G 1129
16	0221065018	Section 06 Township 21 Range 02 Quarter 13 : L 2 OF SHORT PLAT 85-06-10-0285 TOG/W EASE OF RECORD OUT OF 1-041 SEG W-0306 MS ES
17	0221065020	Section 06 Township 21 Range 02 Quarter 12 : L 4 OF SHORT PLAT 85-06-10-0285 TOG/W EASE OF RECORD OUT OF 1-041 SEG W-0306 MS ES
18	0221061100	Section 06 Township 21 Range 02 Quarter 14 : BEG NW COR L 1 TH S 00 DEG 43 MIN E 220.36 FT TH N 82 DEG 41 MIN E 60.4 FT TH S 52 DEG 54 MIN E 300.61 FT TH S 52 DEG 16 MIN E 102.33 FT TH N 45 DEG 06 MIN E 324.64 FT TH S 46 DEG 17 MIN E 112.72 FT TH N 43 DEG 43 MIN E 95.46 FT TH N 03 DEG 18 MIN W 279.08 FT TO N LI SUBD TH S 86 DEG 42 MIN W 745.1 FT TO BEG EXC W 60 FT FOR RD ALSO S 1/2 OF SW OF NE OF NE 06-21-02E ALSO TR "A" LY NWLY OF FOREST ST, NELY OF SCHOOL RD, SELY OF L 1 & WLY OF FULLER ST COMB 1-004, 1-019 & 403000-001-1 SEG U-1019 CA ES GOODMAN MIDDLE SCHOOL

EXHIBIT C

Parcel Reference	Tax Lot Numbers	Gross parcel area (sq ft)	Wetland areas (sq ft)	Net parcel areas (sq ft)	% of Total Net Area	75% Allocation by Net Lot Area	Frontage (linear feet)	% of Total Linear Frontage	25% Allocation by Frontage	Total Allocation
1	0222314037	348,480	0	348,480	12.0%	\$39,157	0	0.0%	\$0	\$39,157
2	0222313066	6,098	2,036	4,062	0.1%	\$456	33	1.2%	\$1,325	\$1,782
3	0221061093	447,796	0	447,796	15.5%	\$50,317	315	11.7%	\$12,652	\$62,969
4	0221061094	11,200	0	11,200	0.4%	\$1,258	87	3.2%	\$3,494	\$4,753
5	0221066010	236,966	0	236,966	8.2%	\$26,627	315	11.7%	\$12,652	\$39,279
6	0221061050	46,174	0	46,174	1.6%	\$5,188	212	7.9%	\$8,515	\$13,704
7	0221061072	196,456	2,493	193,963	6.7%	\$21,795	167	6.2%	\$6,708	\$28,502
8	0221061055	50,094	0	50,094	1.7%	\$5,629	84	3.1%	\$3,374	\$9,003
9	0221061073	471,755	74,481	397,274	13.7%	\$44,640	100	3.7%	\$4,017	\$48,656
10	0221061075	25,700	0	25,700	0.9%	\$2,888	363	13.4%	\$14,580	\$17,468
11	0221061054	179,467	0	179,467	6.2%	\$20,166	324	12.0%	\$13,014	\$33,180
12	0221061000	236,095	13,283	222,812	7.7%	\$25,036	0	0.0%	\$0	\$25,036
13	0221061034	112,820	32,069	80,751	2.8%	\$9,074	0	0.0%	\$0	\$9,074
14	0221061043	7,405	0	7,405	0.3%	\$832	60	2.2%	\$2,410	\$3,242
15	0221061086	25,931	18,305	7,626	0.3%	\$857	0	0.0%	\$0	\$857
16	0221065018	43,402	0	43,402	1.5%	\$4,877	236	8.7%	\$9,479	\$14,356
17	0221065020	84,559	0	84,559	2.9%	\$9,502	0	0.0%	\$0	\$9,502
18	0221061100	506,602	0	506,602	17.5%	\$56,925	403	14.9%	\$16,187	\$73,111
	Totals	3,037,000	142,667	2,894,333	100.0%	\$325,223	2699	100.0%	\$108,408	\$433,630

Developer

Total Cost of Construction: \$433,630
75% of Total Cost: \$325,223
25% of Total Cost: \$108,408
Developer's Pro Rata Share: \$73,111
Total Assessment: \$360,519
Administrative Fee per 13.35.080
GHMC: \$18,026 (Assumes connection of all affected parcels)
Potential Net Amount Due Developer: \$342,493 (Assumes connection of all affected parcels)

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING A LATECOMER'S AGREEMENT FOR THE REIMBURSEMENT OF COSTS ASSOCIATED WITH THE INSTALLATION OF A MUNICIPAL WATER MAIN EXTENSION BY THE PENINSULA SCHOOL DISTRICT.

WHEREAS, on November 1, 2003, (Project Completion Date) the Peninsula School District installed a new 12-inch water line in the area shown on the map labeled "Exhibit A," attached to the document entitled "Latecomer's Agreement for Reimbursement of Municipal Water Extension," which document is attached hereto as Attachment 1, and incorporated herein by this reference; and

WHEREAS, on February 3, 2004, the City of Gig Harbor accepted the water line for public ownership and maintenance; and

WHEREAS, the Peninsula School District requested that the City utilize the procedures in RCW Chapter 35.91 to allow reimbursement to the District of the District's costs associated with the water line; and

WHEREAS, the District submitted information to the City for the allocation of the "pro rata" share to be paid by all owners of property who request to hook up to the line within fifteen years after the Council's authorization of the Mayor's execution of the Latecomer's Agreement (Attachment 1); and

WHEREAS, the City Engineer reviewed the information submitted by the District, and determined that it was complete and that it was consistent with the methodology used by the City for previous latecomer agreements; and

WHEREAS, within twenty (20) days prior to February 28, 2005, the City staff mailed out notices to all owners of property identified by the District in the Exhibits to the Latecomer's Agreement (Attachment 1), of the Council's public hearing on the authorization of the Agreement; and

WHEREAS, Wade Perrow of Donkey Creek Holdings sent a letter to the City requesting to be eliminated from the list of affected property owners (Attachment 1) and the City forwarded Mr. Perrow's letter to the District so that its engineers could develop a response, and the District's response was dated October 4, 2004; and

WHEREAS, the District has agreed to eliminate Mr. Perrow's property from the list of affected property owners (Attachment 1); and

WHEREAS, on February 28, 2005, the City Council held a public hearing on the Latecomer's Agreement (Attachment 1), and heard the testimony of the District's representatives, members of the public and the City staff; Now, Therefore,

BE IT HEREBY RESOLVED AS FOLLOWS:

Section 1. Authorization for Execution of the Latecomer's Agreement. The City Council hereby authorizes the Mayor to sign the Latecomer's Agreement, which is Attachment 1 to this Resolution.

Section 2 Recording Against the Properties Affected. The City Community Development Director is hereby directed to record the Latecomer's Agreement against the properties identified in the Exhibits to the Latecomer's Agreement, with the Pierce County Auditor's Office.

RESOLVED by the City Council this 28th day of February, 2005.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: CAROL A. MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PROPOSED ANNEXATION - WRIGHT (ANX 04-02)
DATE: FEBRUARY 28, 2005

INFORMATION/BACKGROUND

In 2004, the City received Notice of Intention to Commence Annexation Proceedings from James Wright for a proposal to annex approximately 16.46 acres (5 parcels) located west of Skansie Avenue and north of Hunt Street Northwest.

The Council met with the initiating parties on October 11, 2004; accepted the proposed annexation; required the simultaneous adoption of R-1 zoning; and required the assumption of all or any portion of indebtedness by the area to be annexed. The Council further authorized the circulation of a formal petition for annexation at that meeting.

The annexation proponent, Mr. Wright has been unable to gather the requisite signatures for the annexation of the properties as authorized by the Council on October 11, 2004. Mr. Wright is now requesting that the boundaries of the annexation area be revised to the one parcel which he owns. This would reduce the size of the annexation area to approximately 8.62 acres.

If such a revision is acceptable to the Council, a revised legal description and map will need to be prepared by the proponent and sent to the Pierce County Boundary Review Board for approval. Once approved by the County, the City Council will then need to take action to accept the legal description and map.

POLICY CONSIDERATIONS

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. One of which is that the proposed annexation will not create irregular boundaries. This specific objective was the primary reason for staff suggesting to the proponent that the annexation area be modified to include the four additional parcels to the north.

FISCAL CONSIDERATIONS

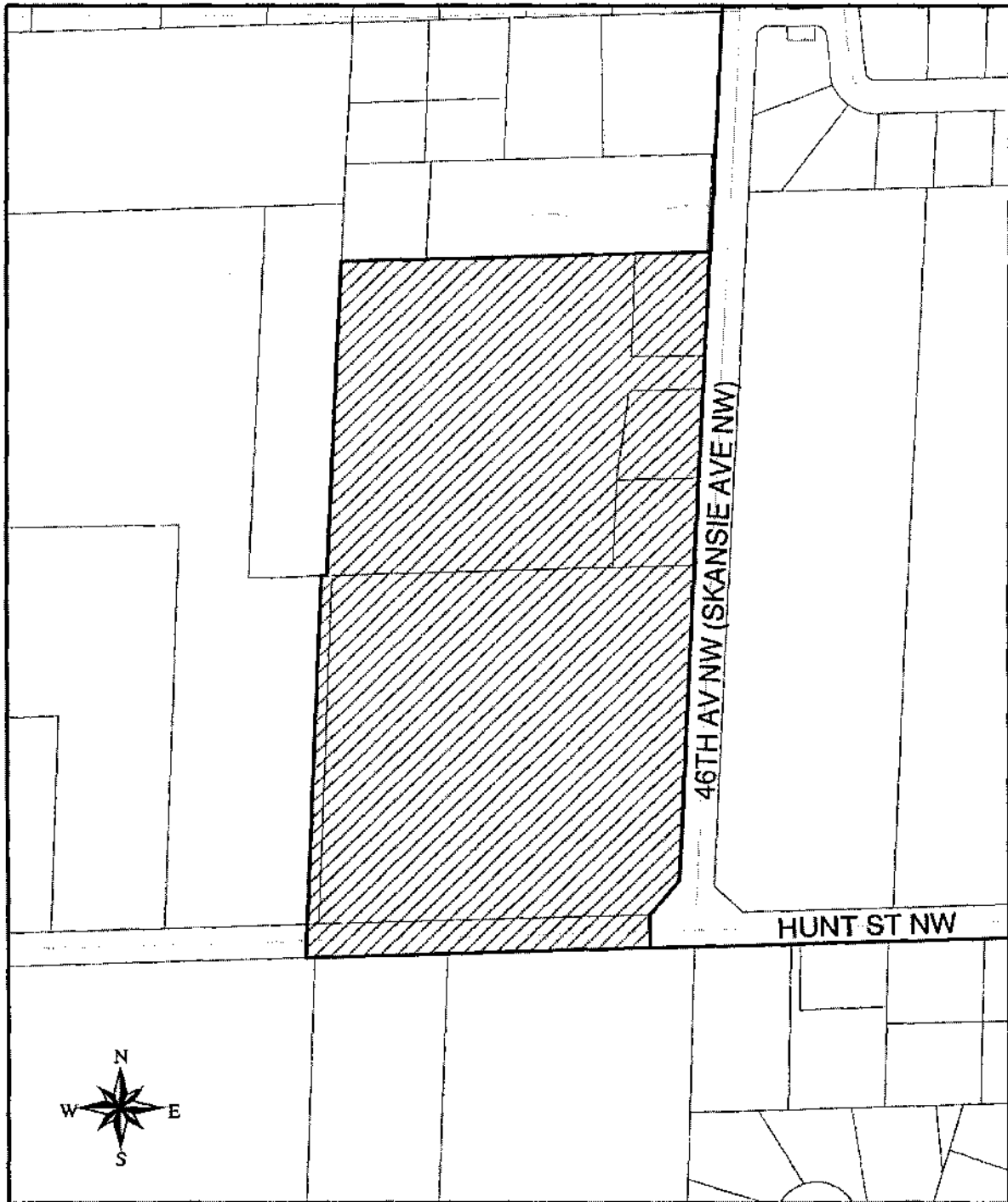
The Finance Director has noted that financial impacts from this proposed revised annexation would not be significant to the City.

RECOMMENDATION

I recommend that the Council accept the request to revise the boundaries of the Wright Annexation (ANX 04-02) request subject to the following conditions:

1. The applicant will be required to submit a revised 'Notice of Intention Commence Annexation Proceedings' together with a revised legal description (including that portion of Hunt Street abutting the annexation area) and map; and
2. The City Council will reconsider this request at a public meeting once the Pierce County Boundary Review Board has approved the signatures, legal description, and map.

**Wright Annexation Map ANX 04-02
As Authorized by Council October 11, 2004**



Wright Annexation ANX 04-02

January 26, 2005

RECEIVED
CITY OF GIG HARBOR
JAN 26 2005
COMMUNITY
DEVELOPMENT

John Vodopich, AICP
City of Gig Harbor
Community Development
3510 Grandview Street
Gig Harbor WA 98335


Re: Wright Annexation Request ANX 04-02

Dear Mr. Vodopich:

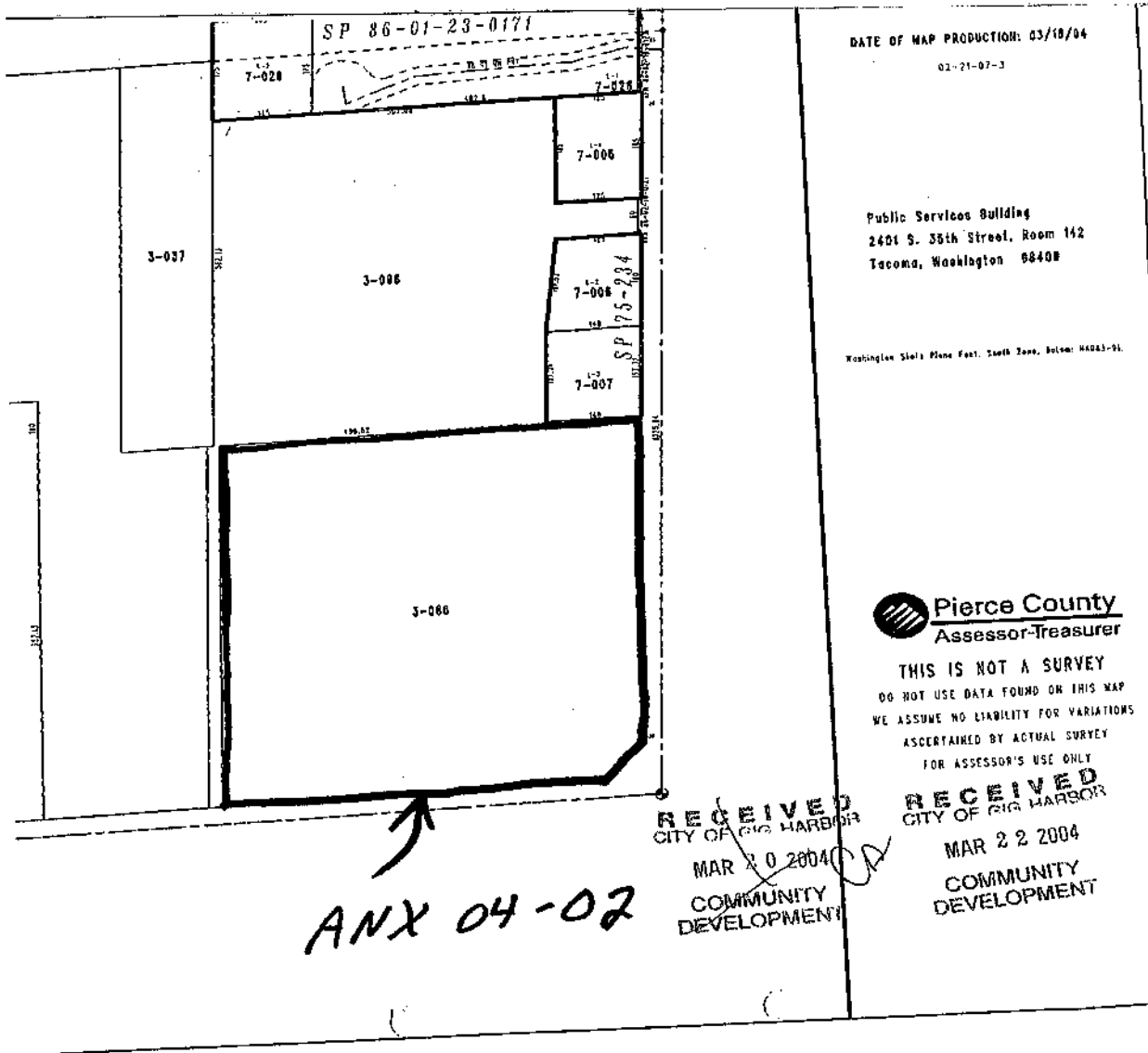
After numerous contacts with the other property owners in the Prayer of Petition as described in Exhibits "A" and "B", I have failed to get the needed 60% in value according to the assessed valuation for general taxation. The duplex owners are hesitant because if their duplexes should be destroyed by fire, their units would be out of compliance for the proposed R1 annexation. One of the other owners is requesting cash compensation and hook-up before he would sign an annexation petition.

I propose that we submit to Council my parcel 0221073086 separately for annexation.

Sincerely,



James A. Wright
4613 Hunt Street NW
P. O. Box 815
Gig Harbor WA 98335

Wright Annexation Map ANX 04-02
REVISED - As Requested by Jim Wright January 26, 2005



DATE OF MAP PRODUCTION: 03/18/04
02-21-07-3

Public Services Building
2401 S. 35th Street, Room 142
Tacoma, Washington 98408

 **Pierce County**
Assessor-Treasurer

THIS IS NOT A SURVEY
DO NOT USE DATA FOUND ON THIS MAP
WE ASSUME NO LIABILITY FOR VARIATIONS
ASCERTAINED BY ACTUAL SURVEY
FOR ASSESSOR'S USE ONLY

RECEIVED
CITY OF BIG HARBOR
MAR 20 2004
COMMUNITY
DEVELOPMENT

RECEIVED
CITY OF BIG HARBOR
MAR 22 2004
COMMUNITY
DEVELOPMENT

ANX 04-02



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: UTILITY EXTENSION AGREEMENT - MARK SAULIC
DATE: FEBRUARY 28, 2005

INFORMATION/BACKGROUND

Mark Saulic has requested one (1) ERU of water and sewer service for the purposes of constructing a single-family residence on property located at 9408 Burnham Drive NW. The property is located within the City's Urban Growth Boundary.

FISCAL CONSIDERATIONS

The current connection fee for a sewer connection for this area is \$3,390.00 and the water connection fee is \$6,096.00. The capacity commitment payment for a three-year commitment period is \$1,422.90. If the sewer and water connection fees are not paid in full prior to the termination of the contract, the capacity commitment payment is then forfeited.

RECOMMENDATION

I recommend approval of the Utility Extension Agreement with Mark Saulic as proposed.

**MARK SAULIC
6421 54TH AV.
GIG HARBOR
98335**

JANUARY 28TH 2005

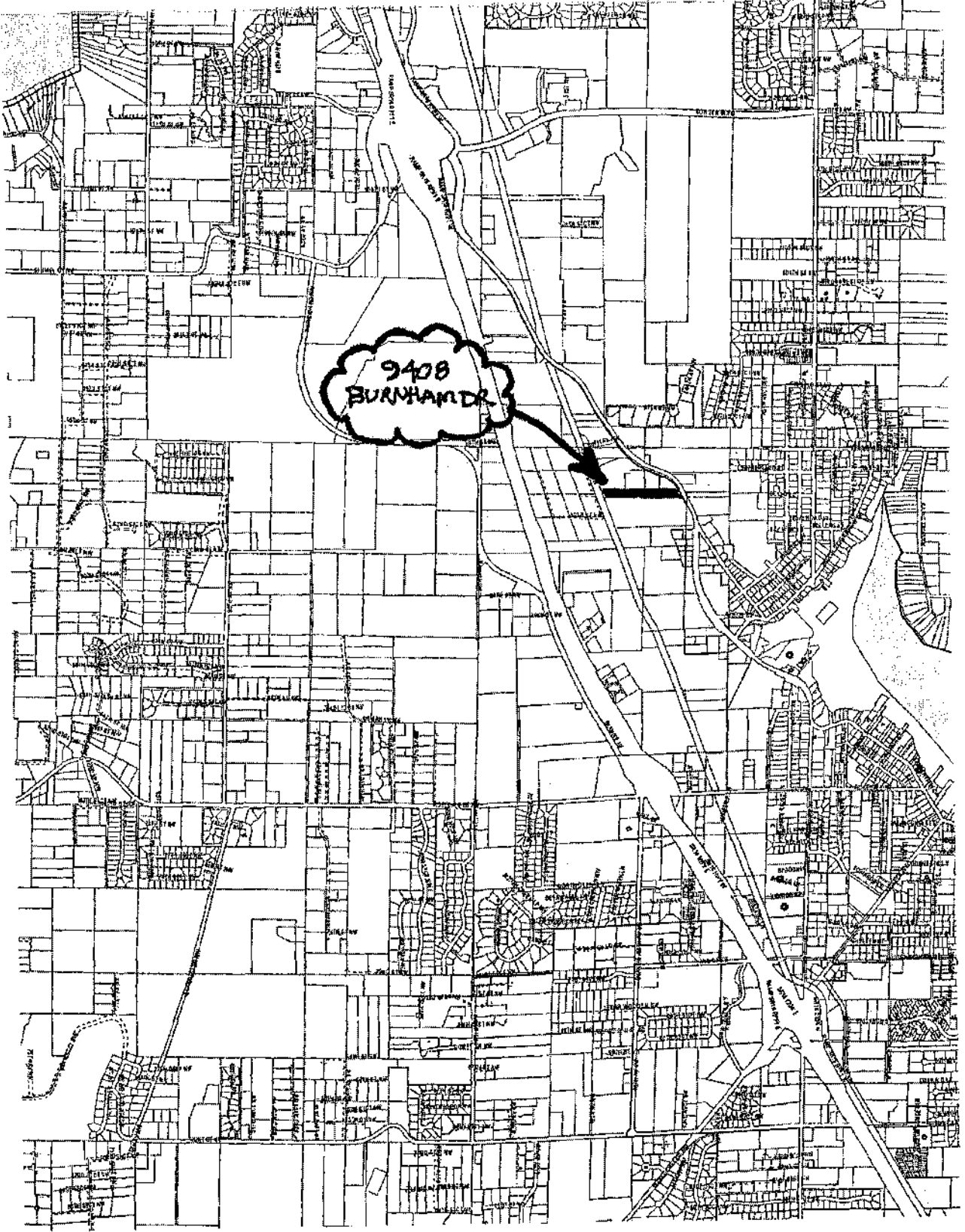
Mark Hoppen,

**I would like to submit a request for extension of utilities for
9408 Burnham Drive Gig Harbor 98332.
Tax parcel number 02-21-06-1-072.**

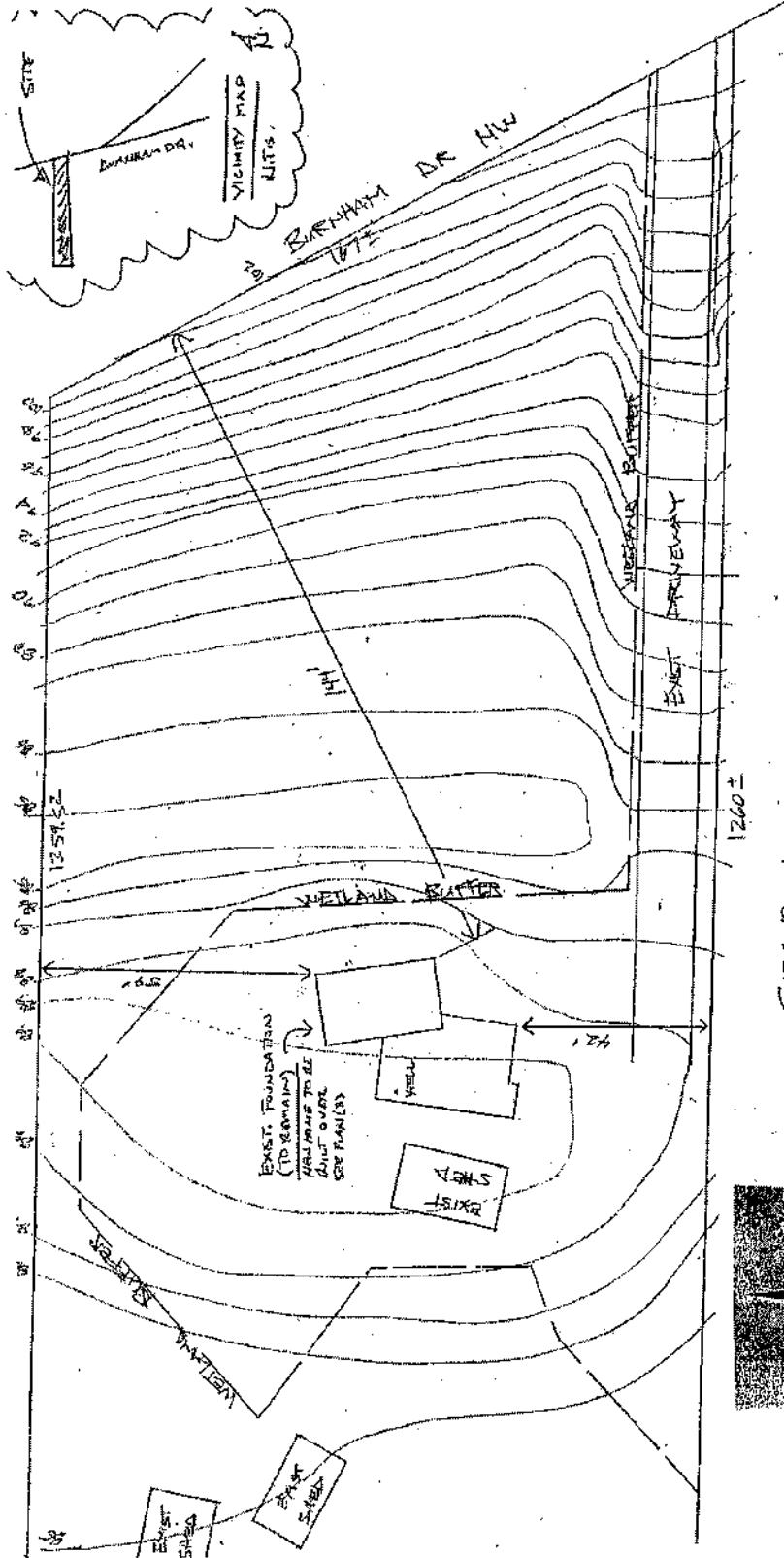
**I would like 1 ERU for a single family dwelling. Enclosed is the
following documentation.
Wet lands delineation, site plan, legal description, parcel and
vicinity map.**

Sincerely,

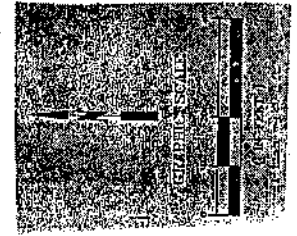

Mark Saulic



9408
BURNHAM DR



SITE PLAN
 SITE ADDR: 9422 BUCKHAM DR. NW
 PARCEL NO. 0221061072





"THE MARITIME CITY"

CITY OF GIG HARBOR

3510 GRANDVIEW STREET · GIG HARBOR, WA 98335

TREASURER'S RECEIPT

46708

Quadal Court 7408 Bunkham

RECEIVED FROM *Walt Ex Agreement*

DATE *1-28-05*

FOR

DATE

UNC	DEPT	Y/SUB	FEEL	CP	DESCRIPTION	AMOUNT



To reorder call Printwell 1-877-492-9765

CHECK # *13587*

CASH

TOTAL

100.00

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

THIS AGREEMENT is entered into on this 28th day of FEBRUARY, 2005, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and MARK SAULIC, A SINGLE MAN, 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 the City 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 BURNHAM DRIVE NORTHWEST (street or right-of-way) at the following location:

9408 Burnham Drive Northwest, as identified in Exhibit "A"

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 Community Development 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 up to one (1) ERU/two-hundred thirty-one (231) gallons per day average flow. 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 36 months ending on FEBRUARY 28, 2008, 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 one (1) three-quarter inch (3/4") meter. These sewer and water capacity rights are allocated only to the Owner's utility system as herein described; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. Any addition to this system must first be approved by the City.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$508.50 for sewer and the sum of \$914.40 for water, to reserve sewer and water for the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fees
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500.00) for commitment for water service capacity and less than five hundred dollars (\$500.00) 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.

6. 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 Community Development Department.

7. 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 if required by the City 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 Community Development 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 Community Development Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

8. **Connection Charges.** The Owner agrees to pay the connection charges for water and for sewer, in addition to any costs of construction, 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.

9. **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.

10. **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 of his/her property 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.

11. 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 Comprehensive Plan designation at the time of development or redevelopment: Medium Density Residential (R-2).
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Manual, Building Regulations, and City Public Works Standards for similarly 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.

12. 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 35.67.290, 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.

13. 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, and disconnect the sewer, and for that purpose, the City may enter upon the Owner's property (see RCW 35.67.310).

14. 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 (specify):

None

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.

15. 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.

16. 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.

17. 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.

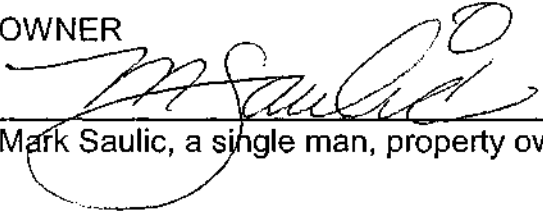
18. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this 28th day of FEBRUARY, 2005.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER



Mark Saulic, a single man, property owner

ATTEST/AUTHENTICATED

City Clerk, Molly Towslee

APPROVED AS TO FORM:

City Attorney, Carol A. Morris

STATE OF WASHINGTON)
) ss:
 COUNTY OF PIERCE)

On this ____ day of _____, 2005, before me personally appeared Gretchen Wilbert, the Mayor of the City of Gig Harbor, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute said instrument.

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

 NOTARY PUBLIC in and for the State of
 Washington, residing at:

 My commission expires _____.

STATE OF WASHINGTON)
) ss:
 COUNTY OF P I E R C E)

On this 18th day of February, 2005, before me personally appeared MARK SAULIC, a single man, described in and that executed the within and foregoing instrument as the owner of 9408 Burnham Drive Northwest (parcel #0221061072), and acknowledged said instrument to be the free and voluntary act and deed of said property, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Patricia M. McGall
 NOTARY PUBLIC in and for the State of
 Washington, residing at:

Kitsap County

My commission expires 1-22-2009



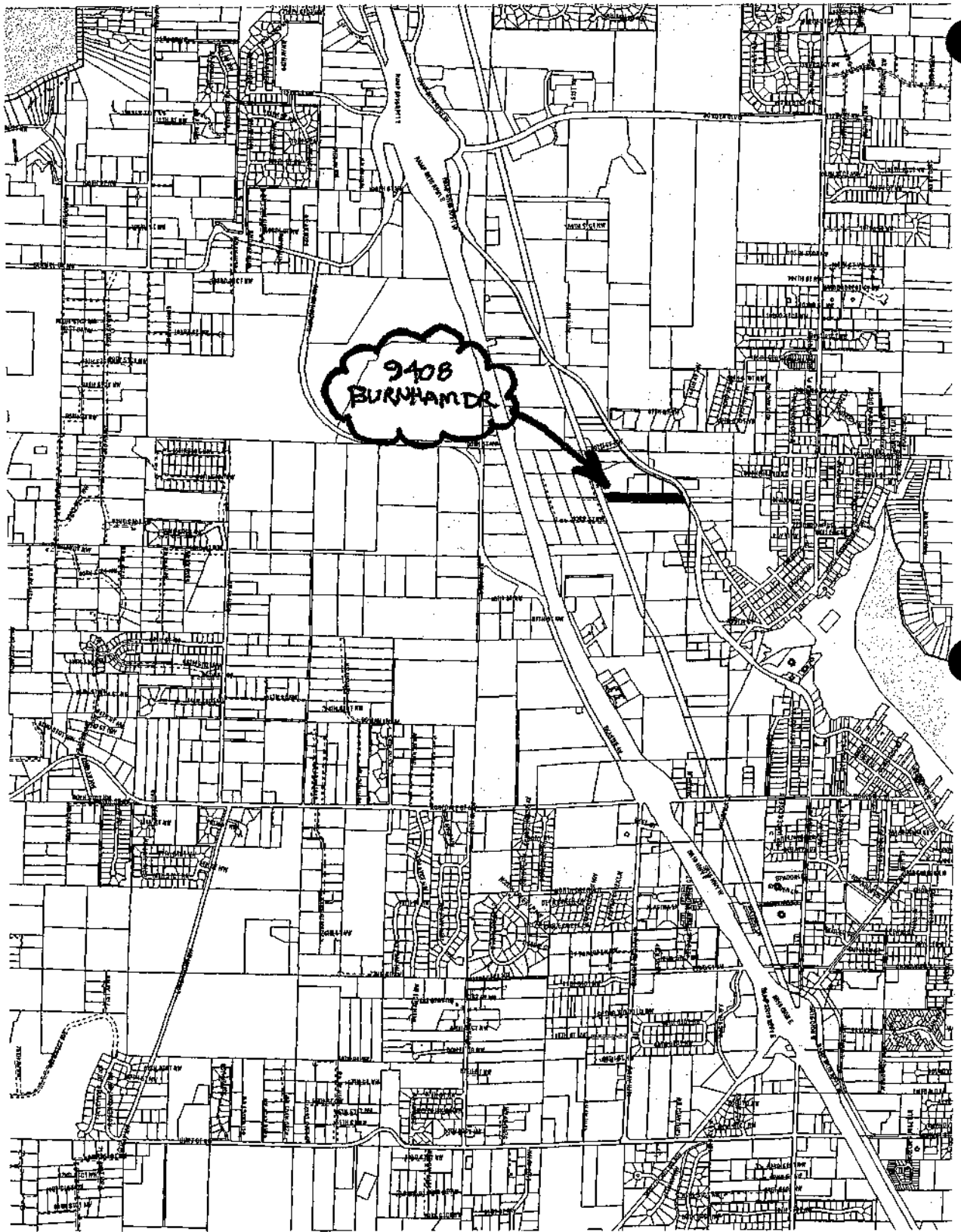
EXHIBIT A

9408 Burnham Drive Northwest
Parcel #0221061072

LEGAL DESCRIPTION

Section 06 Township 21 Range 02 Quarter 12:

THAT POR OF FOLL LY OUTSIDE TOWN OF GIG HARBOR BEG AT A PT ON N
& S C/L 640.91 FT S FROM N 1/4 COR OF SEC TH N 88 DEG 16 MIN 10 SEC W
714.20 FT TO PT ON ELY LI OF TLCT LI R/W TH S 21 DEG 44 MIN 22 SEC E
ALG SD ELY R/W LI 167.83 FT TH S 88 DEG 16 MIN 10 SEC E 1280.08 FT TO
WLY LI GHLB CO RD AS NOW LOC TH NWLY ALG SD R/W TO PT S 88 DEG 16
MIN 10 SEC E FROM BEG TH N 88 DEG 16 MIN 10 SEC W 540 FT M/L TO BEG
RESERV OF RECORD BDRY LI AGREE # 2197734 SEG F 1450





COMMUNITY DEVELOPMENT DEPARTMENT

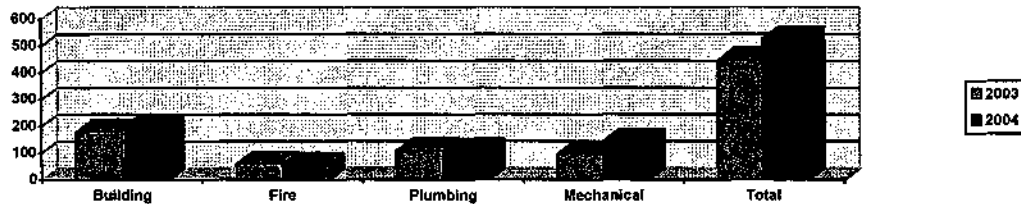
TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STAFF REPORT - FOURTH QUARTER 2004 BUILDING PERMIT DATA
DATE: FEBRUARY 28, 2005

Attached for your review is the Building division quarterly activity summary for the fourth quarter of 2004. Please feel free to contact Dick Bower, Building Official/Fire Marshal or myself should you have any comments or questions regarding this information.

**City of Gig Harbor
Building Division
Quarterly Activity Summary
As of 4th Quarter of 2004**

The following information is provides a snapshot of building division activity for 2004 with a comparison to activity from the prior year.

PERMIT ACTIVITY

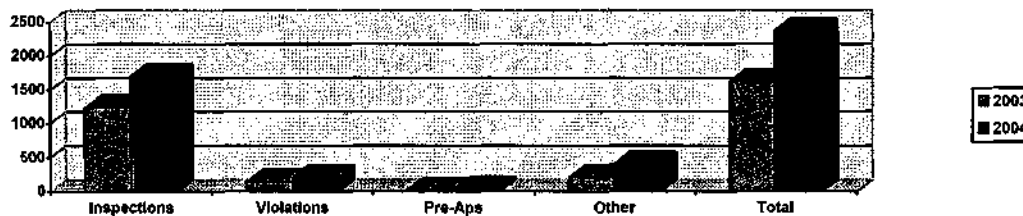


Type	03	04	% Increase
Building	180	193	7.2
Fire	60	78	30
Plumbing	110	112	1.8
Mechanical	98	144	46.9
Total	448	527	17.6

Permit types include all commercial and residential construction, including civil works structures such as retaining walls, detention vaults, water tanks and similar facilities. For each permit issued, plan review services at an average of 2 hours per plan are provided.

Fire permits include permits for sprinkler systems, fire alarm systems, commercial cooking suppression systems and similar fire protection and suppression equipment.

OTHER CONSTRUCTION SERVICES



Service	03	04	% Increase
Inspections	1818	3012	65
Violations	196	248	27
Pre-Application Conferences	25	44	76
Other	214	408	90
Total	1820	3377	46

Inspections include building, plumbing, mechanical, and fire code inspections for new and remodel construction. Figure does not include annual fire safety inspections, fire inspection

referrals, or fire marshal inspections performed to assure code compliance prior to business license issuance.

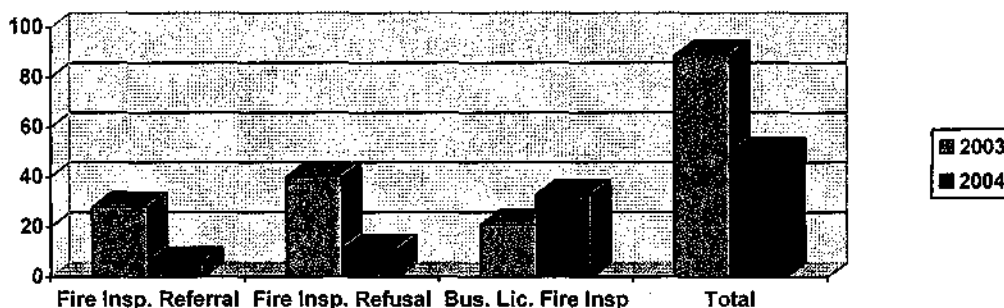
Violations include citizen complaints and staff generated investigations, and include those settled prior to issuance of a Notice of Violation as well as those resulting in legal enforcement action.

Pre-Application Conferences include those scheduled by the Planning Division for discussion of general planning, zoning, public works and building requirements as well as those scheduled by the Building division for discussion of project specific fire and building code requirements.

The other category includes permits reviewed and issued over the counter through the City's Permit by Appointment program. Also included is staff member attendance at training programs and meetings.

Not included in any category are counter and phone consultations with members of the public on code and project related issues, administrative projects, and similar efforts.

FIRE PREVENTION SERVICES



Service	03	04	% Change
Fire Inspection Referral	28	6	(78)
Fire Inspection Refusal	40	11	(72)
Fire Marshal Insp. For Bus. Lic.	21	33	57
Total	89	50	(43)

Fire inspection referrals include annual fire safety inspections, done under contract by Fire District 5, which have not achieved voluntary compliance within the reinspection period. These are referred to the City fire marshal for legal enforcement action. The referral category also includes follow-up on deficiencies found during required annual inspections of fire protection systems performed by private contractors..

Fire inspection refusals include buildings and occupancies which have denied Fire District 5 personnel access for an annual fire safety inspection. These are referred to the City for documentation of the denial and consideration of enforcement action.

Fire marshal inspections for business license issuance are performed by the City fire marshal to assure compliance with GHMC Chapter 15.12 prior to approval of business license issuance.

SPECIAL SERVICES PROJECTS

Special services projects are those that due to their magnitude or technical difficulty have already, or are anticipated to, constitute extraordinary demands on staff time. These projects typically result in numerous partial inspections, reinspections, and technically demanding plan reviews and inspections. The following list includes those projects that currently fall into this category.

Address	Permit Yr.	Special Services
3010 Harborview Dr.	2004	MR, MPI
3220-3320 Rosedale	2004	MPI, MR
7700 Skansie	2003	MPI, MR
5101 Rosedale	2004	MR, MPI, TMS
4905 Rosedale	2004	MR, MPI, TMS
5401 Olympic	2004	MTI, MPI

MG – Medical gas systems
MR – Multiple significant revisions
MTI – Multiple tenant improvements
MPI – Multiple partial inspections
TM – Technical medical facility
TMS- Technical mechanical systems or equipment

Medical gas systems (MG) include systems providing oxygen, air, nitrous oxide and similar gases for inhalation therapy as well as air, nitrogen and oxygen systems for operating medical/dental instruments. Med gas systems require multiple inspections as well as coordination with medical gas certification contractors.

Multiple significant revisions (MR) includes projects that have undergone significant revisions to the civil plans and structural or fire resistive systems during construction. MR projects demand additional plan review, inspections and require considerable additional coordination between inspectors and contractors to facilitate project scheduling concerns.

Multiple tenant improvements (MTI) projects include projects in which tenant improvement work has been permitted during shell construction, and projects where shell and core projects are anticipated to result in numerous future tenant improvement permits. Concurrent shell and TI projects demand additional coordination between plan reviewers, inspectors,

Multiple partial inspections (MPI) denotes projects that, due to the type of construction or project scheduling concerns are afforded numerous partial inspections for typical single inspection phases. E.g. partial reinforcement inspections for concrete walls, wall board inspections by for fire resistive assemblies requiring multiple layers.

Technical medical facility (TM) projects involve medical treatment facilities where invasive procedures, anesthesia, and/or procedures involving complex medical equipment (MRI, CT, Dialysis, Endoscopy) are conducted.

Technical mechanical systems or equipment (TMS) denotes projects including smoke control systems, complex heating, ventilation and air conditioning systems, flammable and combustible vapor and dust conveying systems and similar systems of a complex or safety related nature.

February 11, 2005

To Whom It May Concern:

I have talked to several of you about this problem. I decided to put it in writing so you know how important this issue is to me: Gig Harbor, the Maritime City, has no fuel dock for boats.

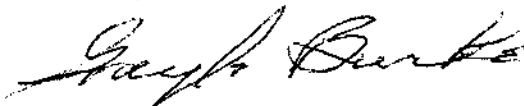
The City Council and Mayor are always talking about ways to get tourists to come to Gig Harbor. Many who once came don't come any more because there's no fuel in Gig Harbor, and they prefer to come by boat, not by car.

The hundreds of boat owners, who moor their boats in Gig Harbor, must go elsewhere for fuel. The historical fishing fleet must go elsewhere for fuel. Boaters heading for the South Sound and Olympia no longer stop in Gig Harbor. Some boat owners have been forced to fuel up their own boats by carrying five- or ten-gallon fuel cans to their boats and pouring it in. This practice has a greater potential for a fuel spill than a fuel dock.

Randy Babich has been trying for months to get the necessary permits to build a fuel dock south of the Tides. The Department of Fisheries, Department of Ecology and the Army Corps of Engineers must clear him before he can get started. Each group takes weeks or months to do what it needs to do, which might put off any action until July of this year. There goes another summer without fuel in the Harbor.

I'm counting on you to do what you can to speed up this process so once again, we will have a fuel dock in Gig Harbor. Thank you for your consideration in this matter.

Sincerely,



Gayle Burke

858-9252

This letter has been sent to the following:

State Senator Bob Oke
State Representative Derek Kilmer
Pierce County Councilman Terry Lee
Dave Byers, WSDOE
Ron Wilcox, Army Corps of Engineers
Randy Babich

20432030
HARVEST AMENMENT



Peninsula School District

14015 - 62nd Ave. NW, Gig Harbor, WA 98332
(253) 857-3500 • Fax (253) 857-3575
Support & Operations

Received ✓

FEB 11 2005

AHBL

February 14, 2005

The Honorable Gretchen Wilbert, Mayor
Gig Harbor City Council Members
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Project: Harbor Ridge Middle School Final Phase
Subject: Performance-Based Height Exception Amendments

Dear Mayor Wilbert and Members of the Council:

The Peninsula School District has been working with the City Staff and Planning Commission over the past few months to amend the Performance Height Exception section of the code. The amendments are critical to the final phase of site improvements to Harbor Ridge Middle School. We appreciate the assistance and cooperation of Staff and the Planning Commission to keep the proposed amendment moving through the process and we are requesting City Council adoption of the amendment at your February 14, 2005 meeting.

The proposed amendment does not confer a blanket increase in height for school projects. Rather, recognizing the special development requirements of schools, it provides a discretionary process to consider height exceptions on a case by case basis with opportunities for public input. An exception granted under the proposed code must be based on performance and operational factors. The approval criteria are intended to mitigate impacts of additional height on sensitive areas and adjacent development.


The amendments restore a development right that existed prior to adoption of the City's new Design Manual, i.e., the ability to rebuild the remaining portion of the middle school consistent with the portion that was completed in 2003. This code change will not relieve the District or other school applicants from consistency with any other provision of the Design Manual apart from height restrictions. In fact, approval of this amendment simply allows the project to proceed with the remainder of the approval process, including applying for the height exception, design review, site plan and building permits. We recognize that the height exception is not assured with the adoption of this amendment.

The Peninsula School District has proposed this code amendment to allow construction of the current phase of redevelopment on the Harbor Ridge Middle School site. The School District understands that neighboring property owners may be sensitive to potential view

impacts of constructing school buildings on the upper portions of the middle school site where the athletic fields are located. We want to emphasize that the District has no plans to construct buildings on the upper portion of the site.

Again, the Peninsula School District appreciates the Council's consideration of the needs of schools within the large framework of development regulation and looks forward to a quick completion of the amendment process. The District will have representatives present at the meeting prepared to answer any questions that the City Council may have and to provide any additional information for your review.

Sincerely,



Marcia E. Harris
Deputy Superintendent

Enclosures

- c Jim Coolican, Superintendent
- Mark Hoppen, City of Gig Harbor
- John Vodopich, City of Gig Harbor
- Steve Osguthorpe, City of Gig Harbor
- Jeff Greene, Greene-Gasaway Architects, PLLC
- Michael Kattermann, AHBL, Inc.
- Tom Marshall, McGranahan Architects

ST. NICHOLAS 3rd GRADE

Mayor Wilbert and members of the Gig Harbor City Council, please give us the same opportunity you are considering giving the Public School kids.

Frankie Ryan

Nick Dittus

Cristina Whitaker

Mandee Brown

Anna J. Widdow

Maggie Ritschman

Sarah Ingram

Lin White

Kellan Thomas

Val Smith

Katie Campbell

Spencer Kaler

Nathan Nelson

Stephanie Dink

Cody J. Alcott

Meredith Scott

Janne

Brianna Lopez

Robert



*“Train a
child in
the way
he should
go, and
when he
is old he
will not
depart
from it.”*

Prov. 22:6

February 14, 2005

City Council
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

To the City Council:

This letter is to express the concern of the St. Nicholas Catholic School community concerning the recent proposal “amending GHMC 17.67 to Add Public Schools to List of Performance-Based Height Exemptions.” While we have no problem with public schools receiving such an exemption we are puzzled and worried about the exclusion of private schools in this amendment.

As taxpayers in the City of Gig Harbor and supporters of all schools, we deserve equal treatment when it comes to providing a quality education to our students. Currently we have no gym or multi-purpose center; to build one under current ordinances, would require onerous paperwork and extraordinary permit costs, both of which would be avoided by including us in the amendment. If there is apprehension about including too many educational institutions, the words, “K-12 educational institutions, approved by the Washington State Office of the Superintendent of Public Instruction,” would limit the number of institutions. It would provide a win-win situation for both public and private schools.

Again, we are not asking for special treatment but equal treatment. Please consider adding private schools as defined above the to amendment.

Sincerely,

Joanne Lott
Principal

TREAT ALL CHILDREN FAIRLY

PETITION FORM

We, the undersigned members of this community, support the fair and equitable treatment, of all school children in the City of Gig Harbor, whether they attend public or private schools.

We encourage the City of Gig Harbor Council, to move forward with an ordinance allowing Performance-Based Height Exceptions, **only if**, all legitimate K-12 schools, recognized by the State of Washington, both public and private, are included.

Every school-aged child deserves the opportunity to attend a learning institution with a gymnasium tall enough to play volleyball and basketball as well as a room tall enough to have a performance stage for plays, musical performances, and other presentations.

2-8-05 Mary D. Petrich MARY D. PETRICH
Date Signature Print Name

2/9/05 Robin Renckley Robin Renckley
Date Signature Print Name

2/9/05 Thomas J. West Thomas J. West
Date Signature Print Name

2/14/05 Pam Nelson Pam Nelson
Date Signature Print Name

2/14/05 Susan J. Lundeen Susan J. Lundeen
Date Signature Print Name

Date Signature Print Name

Gather as many signatures on this form as possible and return them to Davette Mowers by noon Monday February 14, 2004. The petition will help tremendously in convincing our elected officials to treat all school children fairly.
THANKS FOR YOUR SUPPORT

TREAT ALL CHILDREN FAIRLY

PETITION FORM

We, the undersigned members of this community, support the fair and equitable treatment, of all school children in the City of Gig Harbor, whether they attend public or private schools.

We encourage the City of Gig Harbor Council, to move forward with an ordinance allowing Performance-Based Height Exceptions, **only if**, all legitimate K-12 schools, recognized by the State of Washington, both public and private, are included.

Every school-aged child deserves the opportunity to attend a learning institution with a gymnasium tall enough to play volleyball and basketball as well as a room tall enough to have a performance stage for plays, musical performances, and other presentations.

2/1/05 Maria G. Wasko
Date Signature

Maria G. Wasko
Print Name

2/1/05 Maria G. Wasko
Date Signature

Maria G. Wasko
Print Name

Date Signature

Print Name

Date Signature

Print Name

Date Signature

Print Name

Date Signature

Print Name

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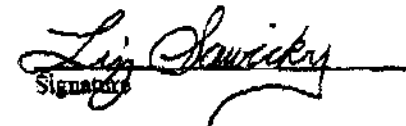
Every school-aged child deserves the opportunity to attend a learning institution with a gymnasium tall enough to play volleyball and basketball as well as a room tall enough to have a performance stage for plays, musical performances, and other presentations.

2/8/05
Date 
Signature

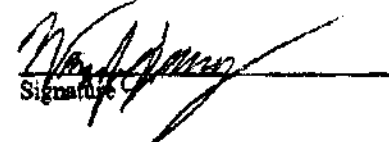
Lisa Lundquist
Print Name

2/8/05
Date 
Signature

Craig Lundquist
Print Name

2-14-05
Date 
Signature

Liz Sawicky
Print Name

2/14/05
Date 
Signature

Wayne J. Sawicky
Print Name

Date

Signature

Print Name

Date

Signature

Print Name

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<u>02/08/05</u> Date	<u>[Signature]</u> Signature	<u>James L. Sullivan Jr</u> Print Name
<u>2/8/05</u> Date	<u>[Signature]</u> Signature	<u>Joseph E Larsen</u> Print Name
<u>2/8/05</u> Date	<u>[Signature]</u> Signature	<u>Thomas Hemphill</u> Print Name
<u>2-8-05</u> Date	<u>[Signature]</u> Signature	<u>Joel Rivas</u> Print Name
<u>2-8-05</u> Date	<u>[Signature]</u> Signature	<u>Laura Miyake</u> Print Name
<u>2-8-05</u> Date	<u>[Signature]</u> Signature	<u>MATTHEW JAY SEVENS</u> Print Name

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2/8/05 [Signature] LEWIS WHITAKER
Date Signature Print Name

2/8/05 [Signature] H. Whitaker
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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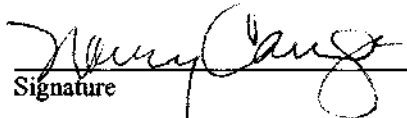
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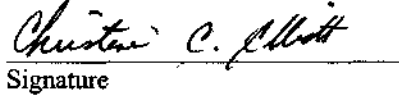
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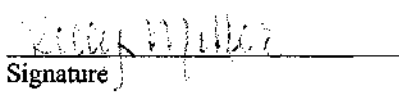
2-7-05  Nancy Careaga
Date Signature Print Name

Date Signature Print Name

2-8-05  Lynn Tachell
Date Signature Print Name

2-8-05  Judy Williamson
Date Signature Print Name

2/8/05  Christine Elliott
Date Signature Print Name

2/8/05  Kelly Miller
Date Signature Print Name

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2/9/05 Tammy Taylor Tammy Taylor
Date Signature Print Name

2/9/05 Charles E. Taylor Charles E. Taylor
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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<u>02-07-05</u> Date	<u></u> Signature	<u>Gregory A. Perry</u> Print Name
<u>2-7-05</u> Date	<u></u> Signature	<u>Deborah Perry</u> Print Name
<u>2-8-05</u> Date	<u></u> Signature	<u>ANN MARIE EBERHART</u> Print Name
<u>2/9/05</u> Date	<u></u> Signature	<u>Don Eberhart</u> Print Name
<u>2-9-05</u> Date	<u></u> Signature	<u>Linda Thompson</u> Print Name
<u>2/9/05</u> Date	<u></u> Signature	<u>JEAN JACOBY</u> Print Name

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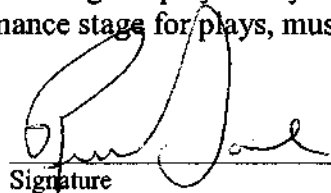
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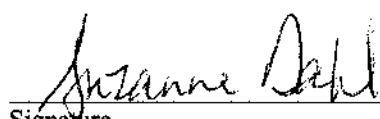
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2/6/05
Date


Signature

Russ Datt
Print Name

2/7/05
Date


Signature

Suzanne Dahl
Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

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2/7/05 [Signature] Susan S. Olson
Date Signature Print Name

2/9/05 [Signature] Kurt Olson
Date Signature Print Name

2/9/05 Melanie Walker Melanie Walker
Date Signature Print Name

2/9/05 [Signature] Tom Olson
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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2/7/05 JoAnne Hansen JoAnne HANSEN
Date Signature Print Name

2/7/05 Lauren H. Koshar LAUREN H. KOSHAR
Date Signature Print Name

2/7/05 Carol A. Kelleher CAROL A. KELLEHER
Date Signature Print Name

2-8-05 Neil T. Kelleher NEIL T. KELLEHER
Date Signature Print Name

2/10/05 William C. Stiebel WILLIAM C. STIELER
Date Signature Print Name

Date Signature Print Name

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2-7-05
Date

Suzanne Wagner
Signature

Suzanne Wagner
Print Name

2-7-05
Date

[Signature]
Signature

[Print Name]
Print Name

2-10-05
Date

C. C. McCutcheon
Signature

CAROL MCCUTCHEON
Print Name

2-10-05
Date

Lora Macumber
Signature

Lora Macumber
Print Name

2-10-05
Date

Linda Clough
Signature

LINDA CLOUGH
Print Name

2-10-05
Date

Lynette L. Tallman
Signature

Lynette L. Tallman
Print Name

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2/7/05
Date

Nancy Gardner
Signature

Nancy Gardner
Print Name

2-7-05
Date

[Signature]
Signature

DL GARDNER
Print Name

2-8-05
Date

Maggie Gardner
Signature

Maggie Gardner
Print Name

2-8-05
Date

Matthew Gardner
Signature

Matthew Gardner
Print Name

[Signature]
Date

[Signature]
Signature

[Signature]
Print Name

Date

Signature

Print Name

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2/7/05 Julie E Tebb Julie E Tebb
Date Signature Print Name

2/7/05 Terry A Tebb Terry A Tebb
Date Signature Print Name

2/7/05 Beth Krawietz Beth Krawietz
Date Signature Print Name

2/7/05 Trina Berrios Trina Berrios
Date Signature Print Name

2-10-05 Kim Golden Kim Golden
Date Signature Print Name

2/10/05 Teresa Aculey Teresa Aculey
Date Signature Print Name

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2/12/05
Date

Andrea C. Bucher
Signature

Andrea C. Bucher
Print Name

2/13/05
Date

Charles S. Buelow
Signature

Charles S. Buelow
Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

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2-12-05 [Signature] [Print Name]
Date Signature Print Name

 [Signature] [Print Name]
Date Signature Print Name

2-14-05 [Signature] [Print Name]
Date Signature Print Name

2-14-05 [Signature] [Print Name]
Date Signature Print Name

 [Signature] [Print Name]
Date Signature Print Name

 [Signature] [Print Name]
Date Signature Print Name

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Handwritten signature or scribble, possibly reading "W. J. ...".

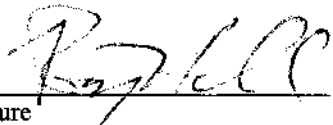
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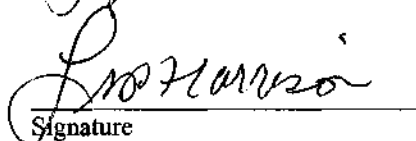
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2/7/05  RORY HALL
Date Signature Print Name

2/7/05  Connie Hall
Date Signature Print Name

Date Signature Print Name

2/11/05  DENNIS D NICHOLS
Date Signature Print Name

2/11/05  Lisa Harrison
Date Signature Print Name

2/12/05  Benjamin Harrison
Date Signature Print Name

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2-7-05 Julia Uskovich
Date Signature

Julia Uskovich
Print Name

2-8-05 [Signature]
Date Signature

KEVIN USKOVICH
Print Name

2-9-05 Mary Uskovich
Date Signature

Mary Uskovich
Print Name

2/10/05 [Signature]
Date Signature

JOHN USKOVICH
Print Name

Date Signature

Print Name

Date Signature

Print Name

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2/7/05 [Signature] Loe Jo Chamberlain
Date Signature Print Name

2/13/05 [Signature] Dawn Provencher
Date Signature Print Name

2/13/05 [Signature] Lisa Forseth
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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2/12/05 Suzanne K. Lewis Suzanne K. Lewis
Date Signature Print Name

2/12/05 Cindy Benesch Cindy Benesch
Date Signature Print Name

2/14/05 K. Nelson Kevin Nelson
Date Signature Print Name

2/14/05 M. Thoreson Michelle Thoreson
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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2/7/05
Date

[Signature]
Signature

Jane Nelson
Print Name

2-8-05
Date

[Signature]
Signature

Sue Nelson
Print Name

2/13/05
Date

[Signature]
Signature

[Signature]
Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

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2/11/05 Stacy Garland Stacy Garland
Date Signature Print Name

2/11/05 [Signature] Alma [Name]
Date Signature Print Name

02/10/05 Paula J. Simon Paula J. Simon
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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2-7-05 Kathryn A McShee KATHRYN A McShee
Date Signature Print Name

2-7-05 K. Colleen McShee Colleen McShee *-that is really ridiculous...*
Date Signature Print Name

2/7/05 Helen McShee Helen McShee
Date Signature Print Name

2/7/05 Sandra J Harrington SANDRA J Harrington
Date Signature Print Name

2/8/05 Sammy Fredericks Sammy Fredericks
Date Signature Print Name

2/8/05 Katie Bukata Katie Bukata
Date Signature Print Name

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~~Marviah~~

~~Signature~~

~~Date~~

~~Signature~~

~~Print name~~

~~Date~~

~~Signature~~

~~Print name~~

~~Date~~

~~Signature~~

~~Print name~~

~~Date~~

~~Signature~~

~~Date~~

~~Date~~

~~Signature~~

~~Print name~~

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02/09/05 [Signature] BILL ANH
Date Signature Print Name

Date Signature Print Name

12/09/05 [Signature] GAZIN TGM
Date Signature Print Name

2/13/05 [Signature] MINH NGUYEN TRAN
Date Signature Print Name

2/13/05 [Signature] Frank Huong Tran
Date Signature Print Name

2/13/05 [Signature] CHENGY PE LEE
Date Signature Print Name

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THANKS FOR YOUR SUPPORT

TREAT ALL CHILDREN FAIRLY

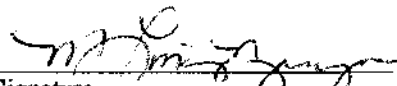
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Every school-aged child deserves the opportunity to attend a learning institution with a gymnasium tall enough to play volleyball and basketball as well as a room tall enough to have a performance stage for plays, musical performances, and other presentations.

2/9/05
Date


Signature

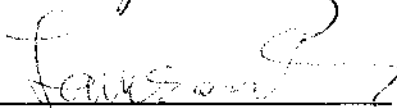
Myling Nguyen
Print Name

2/9/05
Date


Signature

CHENG LEE
Print Name

2/9/05
Date


Signature

JAMES DINH
Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

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2/11/05 *Lisa Hodgkinson* Lisa Hodgkinson
Date Signature Print Name

2/13/05 *Brian Hodgkinson* Brian Hodgkinson
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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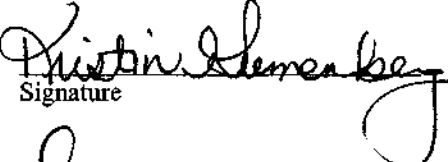
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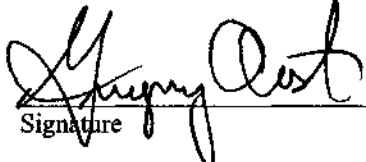
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2-9-05  Leonard Spadoni
Date Signature Print Name

2/9/05  Kristin Grumenberg
Date Signature Print Name

2/9/05  GARY P. CRAWFORD
Date Signature Print Name

2/9/05  Mary K Spadoni
Date Signature Print Name

2/10/05  Gregory Aest
Date Signature Print Name

2/11/05  LAURIE CRAWFORD
Date Signature Print Name

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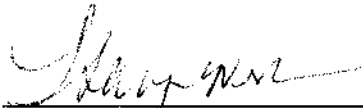
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2/13/05  KARINA WEST-BROWN
Date Signature Print Name

2/13/05  PAT RICK BROWN
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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2/14/05
Date

Judith M. Nilsen
Signature

Judith M Nilsen
Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

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2/8/05
Date

Patricia E. Swafford
Signature

PATRICIA E. Swafford
Print Name

2/8/05
Date

Sharon A. Swafford
Signature

Sharon A. Swafford
Print Name

2-14-05
Date

LaDonna E. Crist
Signature

LaDonna E. CRIST
Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

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2-10-05
Date

Lisa Sullivan
Signature

LISA SULLIVAN
Print Name

2-10-05
Date

Joy Smith
Signature

Joy Smith
Print Name

Date

[Signature]
Signature

BRAD SMITH
Print Name

Date

Carmen Stanley
Signature

CARMEN STANLEY
Print Name

2-12-05
Date

Hugh Stanley
Signature

HUGH STANLEY
Print Name

2/12/05
Date

Paul Sullivan
Signature

Paul Sullivan
Print Name

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<u>2/10/05</u> Date	<u>[Signature]</u> Signature	<u>[Signature]</u> Print Name
<u>2/11/05</u> Date	<u>[Signature]</u> Signature	<u>Sue Lillard</u> Print Name
<u>2/10/05</u> Date	<u>[Signature]</u> Signature	<u>NICK Lillard</u> Print Name
_____ Date	_____ Signature	_____ Print Name
_____ Date	_____ Signature	_____ Print Name
_____ Date	_____ Signature	_____ Print Name

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2/9/05 John Gagnon
Date Signature

John Gagnon
Print Name

2/11 [Signature]
Date Signature

[Print Name]
Print Name

Date Signature

Print Name

Date Signature

Print Name

Date Signature

Print Name

Date Signature

Print Name

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2/13/05 [Signature] Suzey Van Schaack
 Date Signature Print Name

2-13-05 [Signature] MIKE VAN SCHAACK
 Date Signature Print Name

 Date Signature Print Name

 Date Signature Print Name

 Date Signature Print Name

 Date Signature Print Name

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<u>2/10/05</u> Date	 Signature	<u>ANDREW C. HENRIKSON</u> Print Name
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<u>2/10/05</u> Date	 Signature	<u>Jacqui L Henrikson</u> Print Name
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_____ Date	_____ Signature	_____ Print Name
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_____ Date	_____ Signature	_____ Print Name
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_____ Date	_____ Signature	_____ Print Name
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_____ Date	_____ Signature	_____ Print Name
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2-6-05
Date

Kathleen A. Cunningham
Signature

Kathleen A. Cunningham
Print Name

2-6-05
Date

Edward L. Friedrich
Signature

Edward L. Friedrich
Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

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2/10/05
Date
[Signature]
Signature

BRIAN WITTMERS
Print Name

2/13/05
Date
[Signature]
Signature

Rebecca D. Bois
Print Name

2/12/05
Date
[Signature]
Signature

SALLY CARTER-DANIELS
Print Name

2/10/05
Date
[Signature]
Signature

Michelle Wittmers
Print Name

2-14-05
Date
[Signature]
Signature

EDWARD H. WITTMERS
Print Name

2-14-05
Date
[Signature]
Signature

DENISE C. WITTMERS
Print Name

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2/13/05 *[Signature]* Davette M. Mowers
Date Signature Print Name

2/13/05 *[Signature]* Scott C. Mowers
Date Signature Print Name

2/13/05 *[Signature]* Michael E.A. Elwell
Date Signature Print Name

2/13/05 *[Signature]* Dorothea A. Elwell
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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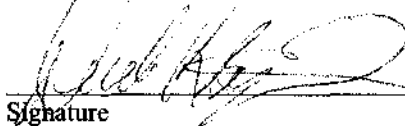
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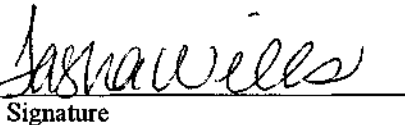
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2/9/05  Nancy E. Boyden
Date Signature Print Name

2-9-05  Derek K. Boyden
Date Signature Print Name

2/9/05  RUTH JOHNSON
Date Signature Print Name

2/9/05  Tasha Willis
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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2/13/05 Denise Parra Denise Parra
Date Signature Print Name

2/13/05 [Signature] Jose Parra
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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2-14-05 Catherine Rich CATHERINE RICH
Date Signature Print Name

2-15-05 [Signature] CHRISTOPHER RICH
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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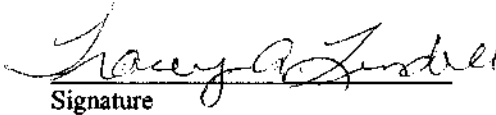
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2/9/05  LISA A. BUKATA
Date Signature Print Name

2/11/05  TRACEY A. LINDELL
Date Signature Print Name

12 FEB 05  ANTHONY D. BUKATA
Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

Date Signature Print Name

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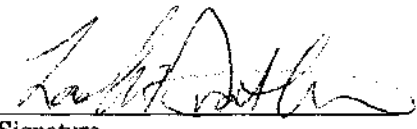
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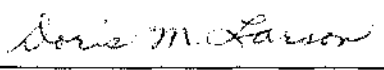
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2/13/05  Anthony Dearthman
Date Signature Print Name

2/14/05  DORIS M. LARSON
Date Signature Print Name

2/19/05  VERNON C. LARSON
Date Signature Print Name

2/14/05  LAWRENCE P. HELEGDAL
Date Signature Print Name

2/14/05  Noel Helegdal
Date Signature Print Name

2/14/05  Dianne DeLapp
Date Signature Print Name

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TAMARA ROTTER

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2/9 Kelly Drathman Kelly Drathman
Date Signature Print Name

1/10 Dave Casper Dave Casper
Date Signature Print Name

2/10 Betsy Moore Betsy M. Moore
Date Signature Print Name

2/10 Danita Branson Danita Branson
Date Signature Print Name

2/10 Michelle Daugherty Michelle Daugherty
Date Signature Print Name

2/10 Suzanne Andrus Suzanne Andrus
Date Signature Print Name

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2/10 Robert H. Rotter

ROBERT H. ROTTER

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2-9-05 Susan Bottiger
Date Signature

Susan Bottiger
Print Name

2-10-05 Diane Daniel
Date Signature

Diane Daniel
Print Name

2-10-05 Dawn Colwell
Date Signature

Dawn Colwell
Print Name

2/10/05 Ferry Bottiger
Date Signature

FERRY BOTTIGER
Print Name

Date Signature

Print Name

Date Signature

Print Name

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<u>2-8-05</u> Date	<u>Juli Brisbane</u> Signature	<u>Juli Brisbane</u> Print Name
<u>2-13-05</u> Date	<u>Mark Brisbane</u> Signature	<u>Mark Brisbane</u> Print Name
<u>2-9-05</u> Date	<u>Graham W. Gibson</u> Signature	<u>GRAHAM W. GIBSON</u> Print Name
<u>2-9-05</u> Date	<u>Donna Gibson</u> Signature	<u>DONNA GIBSON</u> Print Name
<u>2-12-05</u> Date	<u>Sandy Dawson</u> Signature	<u>Sandy Dawson</u> Print Name
<u>2-12-05</u> Date	<u>Dan Dawson</u> Signature	<u>DAN DAWSON</u> Print Name

Gather as many signatures on this form as possible and return them to Davette Mowers by noon Monday February 14, 2004. The petition will help tremendously in convincing our elected officials to treat all school children fairly.

THANKS FOR YOUR SUPPORT