

# **Gig Harbor City Council Meeting**

**February 25, 2008  
6:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
February 25, 2008 - 6:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of February 11, 2008.
2. Interlocal Agreement Pierce County Fire District #5 for Fire Inspection.
3. Pierce County Dept. of Emergency Management PCNET Agreement.
4. Skansie Brothers House – Clean Up and Priming Interior.
5. Boating Safety Agreement with Pierce County Sheriff's Department.
6. Onshore Sewer Outfall Bid Award.
7. Onshore Sewer Outfall Archeological Consultant Services.
8. Onshore Sewer Outfall Surveying Services.
9. Public Works Trust Fund Loan Agreement - Sewer Outfall / WWTP Improvement Project.
10. Storm Water and Sanitary Sewer Facilities Maintenance and Easement Agreement(s) – Haub Short Plat.
11. Storm Water Facilities Maintenance and Restrictive Covenant Agreement – Harborview Drive Office Building – 4221 Harborview Drive.
12. Wastewater Treatment Plant Improvement Project Surveying Services.
13. Liquor License Renewals: Water to Wine; Costco Wholesale; Fraternal Order of Eagles; Tokyo Teriyaki; Judson Street Café; Hot Iron; Gourmet Essentials; Harbor Greens; and Tides Tavern.
14. Additional Wetland Survey, Report and Supplemental Outfall Reports, Consultant Services Contract.
15. Approval of Payment of Bills for February 25, 2008:  
Checks #56812 through #56964 in the amount of \$903,150.80.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Increasing Water General Facility Charges.
2. Second Reading of Ordinance – Increasing Sewer General Facility Charges.
3. Second Reading of Ordinance – Increasing Stormwater General Facility Charges.

**NEW BUSINESS:**

1. Gig Harbor Arts Commission - Recommendation for 2008 Grant Awards.
2. Gig Harbor Arts Commission – Request to Commission Torrens Public Art.
3. Development Agreement – The Quadrant Corporation / United Western Development.
4. Recommendation for Appointment to Parks Commission.

**STAFF REPORT:**

1. Gig Harbor Police Department Monthly Report.

**PUBLIC COMMENT:**

**MAYOR'S REPORT / COUNCIL COMMENTS:**

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Special Council Workstudy Session – Junk Vehicles & Annexation Goals and Policies – Mon. March 3<sup>rd</sup> at 5:00 p.m.
2. Finance / Safety Committee: Next quarterly meeting on Mar 17<sup>th</sup> at 4:00 p.m.
3. Tuesday, March 18<sup>th</sup> at 6:00 p.m. – Westside Area Community Meeting at Goodman Middle School.

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

**ADJOURN:**

**GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 11, 2008**

**PRESENT:** Councilmembers Ekberg, Malich, and Kadzik. Councilmember Young acted as Mayor Pro Tem. Mayor Hunter and Councilmembers Franich, Payne and Conan were absent.

**CALL TO ORDER:** 6:02 p.m.

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of January 28, 2008.
2. Receive and File: a) Building and Fire Division's December and January Activity Report; b) Finance and Safety Committee Meeting Minutes; c) Operations and Public Projects Committee Meeting Minutes;
3. Correspondence / Proclamations: a) Letters of appreciation for the sidewalk on 45<sup>th</sup> Street; b) Toastmasters' Week.
4. Engineering Technician – Above Mid-range Hire.
5. Public Works Director – Above Mid-range Hire.
6. Department of Licensing – Extension of Business License Contract.
7. Copier Maintenance Agreements.
8. Wastewater Treatment Plant On-Call Engineering Services – Consultant Services Contact.
9. Inspection Services Consultant Services Contract – Inspectus, Inc.
10. SR-16 Interchange Project Consultant Services Contract – Lovell & Assoc.
11. Sanitary Sewer Facilities Easement and Maintenance Agreement – Safeway Pump Station.
12. Right-of-Way Easement Agreement for Mallards Landing Lot 4 Project/Wagner Way Traffic Signal.
13. Approval of Payment of Bills for February 11, 2008:  
Checks #56706 through #56811 in the amount of \$546,675.40.
14. Approval of Payment of Payroll for January:  
Checks #4979 through #5016 and direct deposits in the amount of \$322,866.62.

**MOTION:** Move to adopt the Consent Agenda as presented.  
**Malich / Kadzik** – unanimously approved.

**PRESENTATION OF PROCLAMATION:** Toastmasters' Week February 11<sup>th</sup> – 15<sup>th</sup>. Mayor Pro Tem Young asked Mr. David Paul, Peninsula Toastmasters, to come forward to accept the proclamation. Mr. Paul gave a brief overview of the Toastmasters' organization and invited everyone to attend one of their meetings and to become members.

**SPECIAL PRESENTATION:**

Pierce County Dept. of Emergency Management – All Hazard Mitigation Plan.

Dick Bower, Building and Fire Safety Director, introduced Richard Schroedel, Pierce County Department of Emergency Management.

Mr. Schroedel presented information on the coordination of efforts to develop the All-Hazard Mitigation Plan being presented to Council for review. He explained that the piece most critical for Gig Harbor is the section that addresses mitigation projects in the city. He said that although the projects are not required, the plan is necessary in order to obtain mitigation money either before or after an event. He said that the next step is to complete the plan for state review and adoption and when this is done, the plan will be forwarded to the City Council for adoption.

**OLD BUSINESS:**

1. Second Reading of Ordinance - Non-conforming Multi-family Dwellings. Tom Dolan, Planning Director presented this ordinance that would allow non-conforming residential structures to be rebuilt in the R-2 Zone if accidentally destroyed. He said that in addition this ordinance clarifies that an owner of a non-conforming structure cannot intentionally destroy a structure and then replace it; and second, clarifies the development of a specific hearing examiner process to allow the change from one nonconforming use to another. Mr. Dolan further explained that this ordinance is an interim effort until the Planning Commission can further develop a permanent solution to forward to Council.

**MOTION:** Move to adopt Ordinance No. 1122 as presented.  
**Kadzik / Ekberg** – unanimously approved.

Mayor Pro Tem Young thanked people in the audience for their patience in waiting for the adoption of this interim ordinance.

**NEW BUSINESS:**

1. Purchase and Sale Agreement – Rohwer Property. David Brereton, Public Works Director gave the background information on this agreement to purchase the property located at 9702 Crescent Valley Drive next to the BMX Bike Track. A condition of the purchase and sale agreement is the city is to obtain an appraisal and Phase 1 Environmental Assessment.

Ms. Morris pointed out that Council still has the ability to stop the sale after the results of the appraisal and Phase 1 are complete. She also reminded Council that the property is not within city limits.

**MOTION:** Move to authorize the Purchase and Sale Agreement in the amount of \$360,000 contingent upon the appraisal and Phase 1 Environmental Assessment findings.  
**Ekberg / Kadzik** – three voted in favor. Mayor Pro Tem Young voted no.

2. Environmental Assessment - Rohwer Property. This was introduced during the previous agenda item.

**MOTION:** Move to authorize consultant services contract with Robinson, Noble and Saltbush, Inc. for the phase 1 Environmental Assessment of the Rohwer property in an amount not to exceed \$3,500.00.  
**Ekberg / Kadzik** – unanimously approved.

3. Property Appraisal – Rohwer Property. This also was introduced during the previous agenda item.

**MOTION:** Move to authorize consultant services contract with Trueman Appraisal Company for the appraisal of the Rohwer property in an amount not to exceed \$500.00.  
**Ekberg / Malich** – unanimously approved.

4. 50<sup>th</sup> Street Improvement Project Conceptual Layout Presentation. Emily Appleton, Senior Engineer presented information on the proposed 50<sup>th</sup> Street Improvement Project that would provide a through connection between 50<sup>th</sup> Street to 38<sup>th</sup> Avenue and serve the city's new Kenneth Leo Marvin Veterans Memorial Park. She answered questions about the project and then introduced Gus Garcia, consultant from HDR.

Mr. Garcia addressed Council questions. He explained that due to the wetlands they tried to minimize impact to these areas. Another component was the elimination of the planting strip between the parking area and park to avoid trampling. He further explained that the roadway design evolved into a more rural concept with traffic calming, parking, and pedestrian components to minimize the impact on the adjacent property owners.

Randall Lee – PO Box 1608. Mr. Lee asked for further clarification on the plan, specifically the parking component. He suggested an elevated parkway to accommodate pedestrian traffic.

Mr. Garcia came back up and described the parking design and pedestrian amenities.

This report was informational and no Council action was requested.

5. Resolution - Support Green Building and PC Master Builders Built Green Program. Dick Bower explained that Green Building continues to gain momentum not only in construction but also development side of projects as people realize the benefits of using Green Building and sustainable construction technology. He said that this resolution supports voluntary use of these practices and the model program put forth by Pierce County Master Builders.

John Alexander – Master Builders Association. Mr. Alexander spoke in support of the resolution and voiced appreciation for the initiative taken by Mr. Bower in approaching MBA about the Pierce County Built Green program. He said that this program is tailored for this area and is part of a larger, state-wide program. He gave an overview of certain elements, and explained that there will be a presentation on March 10<sup>th</sup> to show how the program works.

Councilmembers voiced support for this effort.

**MOTION:** Move to adopt Resolution No. 741 in support of Green Building and the Pierce County Master Builders Built Green Program.  
**Kadzik / Malich** – unanimously approved.

6. Zoo / Trek Authority Board Official Ballot. Tom Dolan presented this request to appoint someone to the Zoo / Trek Authority Board.

**MOTION:** Move to cast its vote for Bobbi Allison from the Town of Eatonville to serve as a member of the Zoo/Trek Authority Board.  
**Malich / Ekberg** – unanimously approved.

7. Labor and Personnel Legal Services Agreement – Ogden, Murphy, Wallace. Ms. Morris presented this contract for personnel services and well as the next on the agenda. She said that the city has utilized Ogden Murphy Wallace for several years, and City Administrator Rob Karlinsey asked to add the contract with Summit Law Group; a law firm that he has worked with previously.

After further discussion Council decided to table the contract with Summit Law Group until Mr. Karlinsey could return and give further clarification.

**MOTION:** Move to authorize the Mayor to sign the Agreement with Ogden Murphy Wallace, PLLC for Labor and Personnel related legal services in 2008.  
**Kadzik / Ekberg** – three voted in favor. Councilmember Malich voted no.

8. Labor and Personnel Legal Services Agreement – Summit Law Group.

**MOTION:** Move to table this contract to the next meeting.  
**Kadzik / Ekberg** – unanimously approved.

**STAFF REPORT:**

Dick Bower, Building and Fire Safety Manager.

- . All Hazard Mitigation Plan
- . MBP.com Update.

Mr. Bower explained that one interesting thing about the mitigation plan is that it hardens the infrastructure against future damage rather than fixing damage from a past event. Although there isn't money available to the private sector at this point, that could change. In addition, the mitigation projects listed in the plan will benefit by federal funding if and when it becomes available. He said that the plan will come back to Council for adoption upon its approval at the state level. Mr. Bower clarified that adoption of this plan doesn't obligate the citizens to take any action.

Mr. Bower then reported that the city's Development Services Departments have been working on improving services to the community. One element of this is a membership in MyBuildingPermit.com; a service of the E-citygovalliance. This service was designed to make government more assessable and transparent to communities. He described the current program that allows someone to check the status of a permit online, and added that after all modules are incorporated the results of inspections will also be accessible online. Mr. Bower said that an informational session will be presented to Council at the March 10<sup>th</sup> Council meeting.

**PUBLIC COMMENT:**

Jennifer Chendlee – 1121 136<sup>th</sup> Ave. Ms. Chendlee referenced the renewal of the contract with Ogden Murphy Wallace and asked if there is a measurement of satisfaction for city contracts and cost tracking.

Mayor Pro Tem Young explained that the personnel attorneys do not interact with the citizens; they provide employment and personnel service to the city. One metric for staff who deals with citizens is customer service, and so yes, the Administration does keep an eye on that. He said that costs are another area that Administration is tasked with overseeing. He said that this could better be addressed when the City Administrator returns.

Randall Lee – PO Box 1608. He agreed with comments about duplication of services relative to attorney contracts. He said that there should be a clause that allows for billing on a time and materials basis.

Ms. Morris assured Mr. Lee that the contracts are written in this manner.

**MAYOR'S REPORT / COUNCIL COMMENTS:**

Councilmember Malich said that he likes the idea of going "green" and suggested a Council Committee to study this further.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Operations & Public Projects Committee – Thursday, Feb. 21<sup>st</sup> at 3:00

**EXECUTIVE SESSION:** For the purpose of discussing potential litigation RCW 42.30.110 (1)(i).



**MOTION:** Move to adjourn to Executive Session at 7:12 p.m. to discuss potential litigation for approximately twenty minutes.  
**Ekberg / Kadzik** – unanimously approved.

**MOTION:** Move to return to regular session at 7:29 p.m.  
**Kadzik / Malich** – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 7:30 p.m.  
**Kadzik / Malich** – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1 - 29

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk



**Subject: Interlocal agreement renewal – PCFD#5.**

**Proposed Council Action: Approve renewal of the interlocal agreement with Pierce Co. Fire District 5 for fire prevention activities**

**Dept. Origin: Building/Fire Safety**

**Prepared by: D. Bower, Director**

**For Agenda of: Feb. 25, 2008**

**Exhibits: Interlocal Agreement**

Initial & Date

**Concurred by Mayor:** CLH 2/12/08  
**Approved by City Administrator:** \_\_\_\_\_  
**Approved as to form by City Atty:** CAM 2/15/08  
**Approved by Finance Director:** DR 2/15/08  
**Approved by Department Head:** DB

|                      |                      |               |
|----------------------|----------------------|---------------|
| Expenditure          | Amount               | Appropriation |
| Required \$63,976.00 | Budgeted \$70,000.00 | Required 0    |

**INFORMATION / BACKGROUND**

Chapter 15 of the Gig Harbor Municipal Code adopts by reference the 2006 ed. of the International Fire Code (IFC). Section 106.2 of the IFC prescribes a fire safety inspection program for all buildings and premises except residential structures with less than 4 dwelling units and their non-commercial accessory structures.

For the past four years the City has accomplished these inspections through an Interlocal Agreement with Fire District 5. The agreement also specifies certain public education/information functions that are provided for City residents and the business community. The agreement has an expiration date of December 31, 2008.

**FISCAL CONSIDERATION**

The fiscal impact is set forth in Exhibit "B". The cost is based on the number of inspections performed by the District in the previous agreement term plus 50% of the remaining costs of the program. For the year 2008, the total cost to the City will be \$63,976.00. This anticipated cost has been incorporated into the proposed 2008 budget. The proposed agreement is for a three year period and includes a provision for annual increases. Such annual increases would be the lesser of six percent (6%) or the increase in the Seattle Consumer Price Index (CPI) for the 12-month period ending in June of each year.

**BOARD OR COMMITTEE RECOMMENDATION**

No board or committee action has been taken.

**RECOMMENDATION / MOTION**

**Move to: Approve the renew the interlocal agreement with Pierce Co. Fire District 5 for fire prevention activities.**

**INTERLOCAL AGREEMENT  
FOR FIRE INSPECTION SERVICES  
BETWEEN THE CITY OF GIG HARBOR  
AND PIERCE COUNTY FIRE DISTRICT NO. 5**

THIS AGREEMENT is made and entered into by and between the City of Gig Harbor, Washington, a Washington municipal corporation (hereinafter the "City"), and Pierce County Fire Protection District No. 5, a Washington municipal corporation (hereinafter the "District").

**WITNESSETH:**

WHEREAS, the City has been annexed to the District, and the District provides fire protection to the City, pursuant to chapter 52.04 RCW; and

WHEREAS, the City and the District have the authority to contract for the provision of fire inspection services, pursuant to chapter 39.34 RCW and RCW 52.12.031(3); and

WHEREAS, in the District's performance of such Fire Inspection Services, the District is required to use the International Fire Code, as adopted by the City of Gig Harbor (pursuant to RCW 52.12.031(6)) and Gig Harbor Municipal Code Section 15.06.020 D; and

WHEREAS, both the City and the District have the authority to perform fire inspections, pursuant to IFC Sec. 106.2; and

WHEREAS, the District acknowledges that nothing in this Interlocal Agreement or Title 52 RCW grants code enforcement authority to the District (see, RCW 52.12.031(6)); and

WHEREAS, the City desires to contract with the District for the provision of fire inspection services within the City, for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the Uniform Fire Code, as adopted by the City, and of any other law or standard affecting fire safety; and

WHEREAS, the District desires to provide such fire inspection services for the consideration described herein;

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Purpose. The purpose of this Interlocal Agreement is to describe the terms and conditions under which the parties will cooperate in fire inspection services within the City of Gig Harbor.

Section 2. Services to be provided by District. The District agrees to provide the following services within the City of Gig Harbor:

**A. Inspections.**

1. Schedule. Qualified District personnel will inspect buildings and structures in the City, in accordance with the inspection schedule attached hereto as Exhibit A, provided that all buildings except single family, up to four-plex in size with adjacent garage or other accessory structure shall be inspected at least once annually.

2. Inspection Notices. The District shall be responsible for issuance of inspection notices to property owners and occupants.

3. Property Owner's Refusal to Allow Inspection. The District shall notify the City of any response it receives from a property owner/occupant refusing to permit the necessary inspection. The District shall take no action to attempt an inspection without permission of the City, if it receives any refusal from a property owner/occupant for a building/structure inspection.

4. Correction Notices. If the District discovers the presence of any condition which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of the International Fire Code, as adopted by the City, or of any other law or standard affecting fire safety, the District shall issue a Correction Notice. Such Correction Notice shall be provided to the property owner in writing within seven (7) days after the inspection. If any condition exists, which in the opinion of the District inspector, warrants immediate action to protect the public health and safety, the Emergency Correction Notice shall be provided to the property owner within 24 hours of the inspection. The District agrees to provide the City with copies of all Correction Notices within five (5) days after the Correction Notice is issued to the property owner, and to notify the City Fire Marshal within 24 hours of any inspection warranting an emergency Correction Notice.

5. Noncompliance with Correction Notice. If violations are noted during the annual inspection, a correction notice shall be presented to the occupant/owner of the premise. At that time 30 days will be allowed to bring the premise into compliance. If after re-inspection, compliance is still not achieved, the District shall notify the City Fire Marshal in writing within 24 hours of the re-inspection. After such notification by the District, the City shall be responsible for taking any further action to enforce the City's code.

6. The City will provide the District a copy of all preliminary and final utility and street improvement plans, subdivision plans, site plans and building plans of all new construction (except single family homes up to and including four unit dwellings) for review and comment by the District at least one week, (five working days) prior to the date required for comments. The District will forward comments to the City within one week or five working days after receipt of such plans.

Section 3. Annual Reports. The District shall provide the City with an annual report of all its activities under this Agreement, on or before the first day of December. This annual report shall include the following information:

- A. Name and position of inspector(s).
- B. Identification of all properties inspected.
- C. Identification of all Correction Notices issued;
- D. Identification of all Emergency Correction Notices issued;
- E. Identification of disposition of all situations for which Correction Notices or Emergency Correction Notices were issues; and
- F. Listing of all District expenditures relating to such inspections

Section 4. Financial Consideration(s). The City has estimated that the provision of the fire inspection services by the District within the City limits will save the City approximately \$6,900.00 in annual wages and benefits. The District has estimated that the fire inspection services described above will cost the District a total of \$78,600.00. Therefore, the City agrees to make payment to the District as set forth below in order to supplement the inspection program.

Section 5. Payment. The City agrees to pay an amount, as set forth in Exhibit B attached hereto, equivalent to the inspection fees of \$47.00 per occupancy for inspections actually performed by the District and one-half (1/2) of District's remaining actual costs relating to those inspections within the City. The District shall invoice the City for this amount quarterly, and the City shall pay the invoice within 30 days after receipt thereof, unless the City disputes any amount on such invoice. If the City objects to all or any portion of any invoice, it shall so notify the District 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.

Section 6. Term.

- A. **Expiration.** This Interlocal Agreement shall expire on December 31, 2008.
- B. **Extension of Interlocal Agreement.** Prior to December 31, 2008, the parties will review and analyze the performance, cost effectiveness and efficiency of the District's provision of fire inspection services within the City, and the parties may agree to extend this Interlocal Agreement for one or more years, under the same or different terms and conditions. This contract may be modified by either party with agreement of the other party during an annual review prior to the expiration of the term.
- C. **Termination.** The parties may terminate this Interlocal Agreement for any reason, by providing the other party six (6) months prior written notice. In the event of termination, the City shall make the payment described in Section 5 for all fire inspection services satisfactorily performed by the District prior to the effective date of termination, as described in a final invoice provided to the City.

Section 7. Relationship of Parties. In contracting for the services described in this Interlocal Agreement, the District and City are deemed for all purposes to be acting within their governmental capacities. (RCW 52.12.031(3).) No agent, employee, representative, officer or official of the District shall be or shall be deemed to be the employee, agent, representative, official or officer of the City. None of the benefits the City provides to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives, officers or officials of the District. The District will be solely and entirely

responsible for its acts and for the acts of its agents, employees, representatives, officials and officers during the performance of this Agreement.

Section 8. Discrimination. In the hiring of employees for the performance of work under this Interlocal Agreement or any subcontract hereunder, the District, or any person acting on behalf of the District, 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.

Section 9. Indemnification. The District 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 or damages caused by the sole negligence of the City. In the event of liability for negligence for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the District and the City, its officers, officials, employees, agents and volunteers, the District's liability hereunder shall only be to the extent of the District's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the District's waiver of immunity under Industrial Insurance, Title 51 RCW, or any other applicable insurance available to District employees, including, but not limited to LEOFF, chapter 41.26 RCW or PERS, chapter 41.40 RCW, solely for the purposes of this indemnification. The parties further acknowledge that they have mutually negotiated this waiver. The District's waiver of immunity under the provisions of this section does not include, or extend to, any claims by the District's employees made directly against the District.

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

Section 10. Insurance.

A. The District shall procure and maintain for the duration of this Interlocal Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the District's provision of fire inspection



services, including the work of the District's employees, agents, officials and officers.

B. Before beginning work under this Interlocal Agreement, the District 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 \$1,000,000 each accident limit, and

2. Commercial General Liability insurance no less than \$500,000 per occurrence with a \$500,000 aggregate.

C. The District is responsible for the payment of any deductible or self-insured retention that is required by any of the District's insurance policies.

D. The City of Gig Harbor shall be named as an additional insured on the District'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 described in subsection B of this section. The City reserves the right to receive a certified and complete copy of the District's insurance policies.

E. It is the intent of this Interlocal Agreement for the District'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 with respect to the City. Additionally, the District'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 District shall request from its 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 thirty (30) days in advance of any cancellation, suspension, or material change in the District's coverage.

Section 11. Ownership and Use of Records. Original documents, inspection reports, correction notices, emergency correction notices and other reports developed under this Interlocal Agreement shall belong to and become the property of the District. The City shall have the right to inspect the District's records at all reasonable times, after providing the District with at least five (5) days advance notice. Copies of the documents shall be timely provided to the City as provided in this Interlocal Agreement,

or if such documents are not specifically mentioned in this Interlocal Agreement, at the City's cost for such copies. City agrees to provide similar access to existing historical records on all existing occupancies to show previous agreements or violations, and otherwise assist District in performing the inspection services.

Section 12. District's Agreement to Provide Services Consistent with Law. The District agrees to comply with all federal, state and local codes and ordinances that are now effective or become applicable to the performance of the fire inspection services described in this Interlocal Agreement. The District acknowledges that it is required by law to use the International Fire Code, as adopted by the City of Gig Harbor (chapter 15.12 GHMC), pursuant to RCW 52.12.013(6).

Section 13. Inspections Performed at District's Own Risk. The District shall take all precautions necessary and shall be responsible for the safety of its employees, agents, officers and officials in the performance of the work described in this Interlocal Agreement, and shall utilize all protection necessary for that purpose. All inspections shall be performed at the District's own risk.

Section 14. Non-Waiver of Breach. The failure of either party 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.

Section 15. Venue and Attorneys' Fees. Jurisdiction of any litigation brought by either party to enforce the terms of this Interlocal Agreement shall be in Pierce County Superior Court, Pierce County Washington or the U.S. District Court for the Western District of Washington. This Interlocal 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 Interlocal Agreement shall pay the other party's expenses and reasonable attorneys' and expert witness fees.

Section 16. Written Notice. All communications regarding this Interlocal Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified in writing 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 addresses listed on the signature page.

Section 17. Assignment and Modification. Any assignment of this Interlocal Agreement by the District without the written consent of the City shall be void. If the City shall give its consent to any assignment, this section shall continue in full force and effect and no further assignment shall be made without the City's consent. No waiver, alteration or modification of any of the provisions of this Interlocal Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the District.

Section 18. Entire Agreement. The written provisions and terms of this Interlocal Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer, official or employee 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 Interlocal Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Interlocal Agreement and any Exhibits attached hereto.

Section 19. Severability. If any section, sentence, clause or phrase of this Interlocal Agreement 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, sentence, cause or phrase of this Interlocal Agreement.

Section 20. Effective Date. This Interlocal Agreement shall not be effective until signed by the duly authorized representative of the governing body of the parties and all of the following events occur:

- A. Filing of the Interlocal Agreement with the Pierce County Auditor; and
- B. Filing of the Interlocal Agreement with the Gig Harbor City Clerk.
- C. Filing of the Interlocal Agreement with the District Secretary.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement on the date below written:

**THE CITY OF GIG HARBOR**

**PIERCE COUNTY FIRE PROTECTION DISTRICT NO. 5**

By \_\_\_\_\_  
Charles Hunter, Mayor      DATE

\_\_\_\_\_  
Chairman      DATE

\_\_\_\_\_  
Commissioner      DATE

\_\_\_\_\_  
Commissioner      DATE

Notice shall be sent to:

The City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335

Pierce County Fire District No. 5  
10222 Bujacich Rd. NW  
Gig Harbor, WA 98332-8540

Attn: Rob Karlinsey, City Administrator


Attn: Fire Chief

ATTEST:

\_\_\_\_\_  
Molly Towslee  
City Clerk

\_\_\_\_\_  
District Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Carol A. Morris  
City Attorney

\_\_\_\_\_  
Fire District Attorney

## EXHIBIT "A"

### Inspection Schedule

In accordance with this contract and under the authority of Gig Harbor Municipal Code, Title 15 Buildings and Construction, the Fire District will perform annual fire safety inspections on all buildings and occupancies except residential structures of less than 4 dwelling units (R-3 dwelling units) and their non-commercial accessory structures.

**Exception:** Any Group A or B Occupancy having, upon inspection, no noted fire code violations for a period of three years will be allowed a one year grace period prior to its next fire code inspection. They will be sent a letter expressing the District's and City's gratitude for providing a fire safe occupancy and will be placed in the next years regular rotation for inspections. Inspections for that occupancy will be scheduled on a biannual basis thereafter provided no fire code violations are noted during scheduled inspections and the occupancy does not suffer a fire incident.

**Exception:** City owned buildings and facilities. Such buildings and facilities will be inspected on an annual basis by the City fire marshal.

### Other Duties:

- Observe one fire drill at each licensed daycare, private school, and public school within the City limits annually.
- Inspect natural Christmas Trees located in occupancies subject to annual fire inspections.
- Provide Annual Fire Extinguisher Inspection training upon request for the fire extinguisher self-inspection program. This training will be provided by the District using the Ansul Training Manual and NFPA 10 as reference materials. This training will not release the owner/occupant from other maintenance as required in NFPA 10.
- In accordance with Chapter 4 of the 2006 International Fire Code, the District will provide emergency planning assistance and employee training.

**Exhibit "B"**

**Cost of Inspection Program - 2008**

**Prevention Specialist = ½ FTE** **\$60,678.00**

1010 – Annual Inspections. (Based on 2007)

471 – Re-inspections. (Based on 2007)

1481 X 30 minutes = 44,430 minutes = 740.5 hours or 37 weeks.

**Secretarial Support – ½ FTE** **\$34,698.00**

Prepare & Mail inspection notices – 2 weeks prior to inspection.

Schedule each inspection.

Prepare Daily inspection schedule.

Enter Inspection data daily.

Prepare and mail inspection compliance notices.

Generate monthly, quarterly and annual reports form data collected.

Pull, update and file inspection documents.

**Program Supervision – 1/10<sup>th</sup> FTE** **\$12,989.00**

Review all referrals. (28 Referrals in 2003)

Conduct final inspection on referrals if needed.

Conduct Inspections

Act as Liaison to the City for Code Clarification

Supervise Inspection Personnel

Make referrals.

**Adjusted Program Costs for 2008** **\$108,365.00**

**2005 Calculations to set Base Payment:**

Per Contract City pays \$47.00 per each initial inspection + ½ of remaining cost of Inspection Program.

800 Inspections at \$47.00 per inspection = \$37,600

\$78,600 - \$37,600 = \$41,000 divided by 2 = \$20,500.

**City Portion Not To Exceed Annual Payments of:**

|             |                           |
|-------------|---------------------------|
| <b>2005</b> | <b>\$58,100.00</b>        |
| <b>2006</b> | <b>\$59,436.00</b>        |
| <b>2007</b> | <b>\$61,932.00</b>        |
| <b>2008</b> | <b>\$63,976.00 (3.3%)</b> |

**Annual Increase - The lesser of six percent (6%) or the increase in the Seattle Consumer Price Index (CPI) for the 12-month period ending in June of each year.**



Business of the City Council
City of Gig Harbor, WA

Subject: Agreement for Emergency Management Services for 2008

Proposed Council Action:

Authorize the Mayor to sign the Amendment for Emergency Services

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk

For Agenda of: 02-25-08

Exhibits: Amendment to Agreement for Emergency Management Services for 2008 Update on PC-NET Program

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CLH 2/19/08, POC 12/14/08, AM, DR 2/19/08

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final value of 0.

INFORMATION / BACKGROUND

Since 1997, the city has agreed to pay Pierce County on a per capita for emergency services under Chapter 38.52 RCW. This arrangement satisfies the city's statutorily recommended obligation for emergency management services within the jurisdiction.

In 2005 the city signed a five-year agreement for emergency management services that included a work plan that Pierce County agreed to perform. This work plan was amended in 2006 to add the PC-NET program (as attachment "B"). In 2007 the work plan was amended to provide access to the County's Portal to aid Law Enforcement and Emergency Response efforts.

The current amendment to the work plan incorporates the PC-NET Program (formerly Attachment "B") as item number 11 of Attachment "A", but retains that same per capita fee of \$0.73 as last year and \$5000 for the PC-Net Program.

A summary of the PC-NET Program has been included for review.

FISCAL CONSIDERATION

This amendment to the agreement is a renewal at the same rate as last year (73 cents per capita) and the neighborhood training objective and payment of \$5000.00.

Sufficient funds are in the administration budget to cover these services.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to sign the Amendment to Agreement for Emergency Management Services for 2008.



Summary of Gig Harbor PC-NET groups—February, 2008  
 Submitted by Barbara Nelson, Program Educator  
 Pierce County Emergency Management

| Name                       | Began   | Members | Complete | Next Meeting           |
|----------------------------|---------|---------|----------|------------------------|
| Millville                  | 6/2001  | 32      | Yes      | Summer/08              |
| Quiet Forest Park          | 6/2001  |         |          | inactive               |
| Grey Hawk                  | 1/2002  | 26      | Yes      | Spring/08              |
| Prentice Franklin          | 6/2002  | 29      | Yes      | Spring/08              |
| Ryan Cascade               | 7/2002  | 34      | Yes      | Fall/08                |
| Finholm Mktpl.             | 6/2002  | 8       | Yes      | 2/20/08                |
| SeaView                    | 1/2003  | 23      | Yes      | Spring/08              |
| SoundView I                | 1/2004  | 24      | Yes      | Summer/08              |
| Shirley                    | 10/2004 | 17      | No       | Not set—temp. inactive |
| Briarwood                  | 12/2004 | 13      | Yes      | Fall/08                |
| Shyleen                    | 1/2005  | 20      | Yes      | 4/28/08                |
| Cedar Crest                | 2/2005  | 30      | No       | Spring/08              |
| Spinnaker Ridge            | 8/23/07 | 5       | No       | Spring/2008            |
| 65 <sup>th</sup> St Ct NW  | 12/07   | 11      | No       | 2/22/08                |
| 40 <sup>th</sup> Ave Ct NW | 1/28/08 | 11      | No       | 2/25/08                |

**Brief New Team Description for 2008**

**40<sup>th</sup> Ave Ct NW** Block Coordinator—Trudy Northover 9714 4<sup>th</sup> Ave Ct NW. 851-2722

The neighborhood had a strong participation at their meeting and the second meeting is scheduled for February 25<sup>th</sup>. They are planning on taking the American First Aid/CPR class and Disaster Training class during March. This neighborhood is hoping to expand to a larger area and would create a second PC-NET neighborhood.

**ADDITIONAL GIG HARBOR CONTACTS FROM 2007:**

**April 7, 2007** Gig Harbor Health Safety Fair

During the fair PC-NET material was distributed and people contacted which expressed potential interest in the PC-NET program. No neighborhoods were established from this event.

**August 7, 8, and 9, 2007** Gig Harbor National Night Out Against Crime

PC-NET material was distributed during this three day event and a presentation was given. A display board and PC-NET material was kept in the Civic Center lobby during business hours for the public.

**September 29, 2007 Chapel Hill Church**

American Red Cross First Aid/CPR Training was given 19 members with PC-NET support

**October 6, 2007** Methodist Church - Vulnerable Populations Preparedness Presentation

Made a PC-NET presentation along with the Red Cross to vulnerable aging populations. One PC-NET neighborhood (Morningside) in the county resulted from this presentation.

**October 11, 2007** Pierce County Coalition Environmental Health Priorities (PC-CEHP)

**November 8, 2007** Pierce County Coalition Environmental Health Priorities

Made a PC-NET presentation along with materials to these meetings. A relationship has begun with the coalition group and two PC-NET neighborhoods within the county of Gig Harbor have resulted with the potential for more. Attendance at these meetings will continue.

During 2007 contact was made with PEP-C and quarterly meetings were attended. Attendance during 2008 is expected as this is another avenue to reach PC-NET neighborhoods. Participation in the Safety Fair scheduled for March 15, 2008 and will be attended. Participation in preparedness presentation will continue when possible. Partnering with Lynn Mock with the Gig Harbor Police Department will be another avenue to explore when possible to present PC-NET materials.

**AMENDMENT TO AGREEMENT FOR EMERGENCY MANAGEMENT**

The "Agreement for Emergency Management" signed in 2005 by Pierce County and the City of Gig Harbor and amended in 2007 to include Pierce County's Portal use is hereby amended to change "Attachment A" to include the Pierce County Neighborhood Emergency Preparedness Program for the year 2008.

This Agreement continues in its entirety with the exception of the addition in "Attachment A" of item 11 and with the exception of Paragraphs 5 as follows:

5. Compensation. City shall pay County upon execution of this agreement the sum of \$0.73 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Payment is due and payable on January 31, 2005, and on the same schedule for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous year January to December Consumer Price Index for Seattle urban area as available, and based upon population growth of preceding year according to state Office of Financial Management as available, and/or based upon modifications in the annual work plan as agreed upon by the parties. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW, and Attachment "A" Emergency Management Work Plan. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW. The County's unilateral decision to change its Emergency Management Plan to increase the services provided by the County to the City under this interlocal agreement shall not result in an increase in the annual payment made by the City to the County as described in this Section, unless the same is incorporated into an amendment to this Agreement, and executed by the authorized representatives of both parties. City shall pay County upon execution of this amendment the additional one time sum of \$5,000 for the work described in Attachment "A" for 2008.

ATTACHMENT "A"

City of Gig Harbor

2005 – 2009 Annual Emergency Management Work Plan

1. Provide full 24 hour a day Duty Office coverage for Emergency Management issues.
2. Activate and manage the County Emergency Operations Center (EOC) in support of an EOC activation, or the declaration of an emergency in either City, or in support of any emergency incident that requires multi-agency response coordination.
3. Provide warning and emergency public information during disasters as resources allow.
4. Provide communication and general administrative assistance in the event of declared disaster to the extent of the County's knowledge. The County shall remain harmless of the results from City's application of federal funding.
5. Provide availability of County's emergency resources not required for County use elsewhere during emergencies. Use shall be determined and prioritized by the County. The County shall remain harmless in the event of non-availability or non-performance of the equipment. Equipment to include but not limited to the sandbag machine.
6. Provide annual hazard exercise.
7. Provide three (3) public education presentations on emergency preparedness issues.
8. Provide training for City's EOC staff as appropriate.
9. Provide education program for officials as necessary.
10. Provide access to the County's Portal, restricted to City's Law Enforcement and Emergency Response staff only. The Portal is not to be used for general city type use.
11. Assist in the establishment of Pierce County Neighborhood Emergency Preparedness Program, designed to enable neighborhoods to be self-sufficient for a minimum of three days following a major disaster. Two neighborhood programs total during the year 2008 only.

Note: Optional services that may be requested for additional compensation by the City and provided by the County may include but not be limited to the Natural Hazard Mitigation Plan of Disaster Mitigation Act of 2000 (DMA2K) and the Pierce County Neighborhood Emergency Team (PC NET) Program.

**AGREEMENT FOR EMERGENCY MANAGEMENT**

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of Gig Harbor, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, County has established an Emergency Management Plan pursuant to the provisions of Chapter 38.52 of the Revised Code of Washington; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County and City share and coordinate services in the event of an emergency situation; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide a mechanism to provide for the common defense and protect the lives and property of the people of the signatory cities and to preserve the lives and property of the people of the signatory cities in the event of an existing and increasing possibility of the occurrence of major emergency or disaster, whether man-made or from natural causes.

2. Duration. The duration of this agreement shall be from the 1st day of January 2005 and terminating at midnight on January 31, 2005, unless this agreement is sooner extended or terminated in accordance with the provisions of this agreement.

3. Definitions. As used in this agreement, the following definitions shall apply:

A. "Emergency Management" or "Comprehensive Emergency Management" means the preparation for and the carrying out of all emergency management activities for which the military forces are primarily responsible, to mitigate the effects of emergency and disasters, and aid victims suffering from emergency and disasters, and to provide support for search and rescue operations for persons and property in distress.

B. "Emergency or Disaster" shall mean an event or set of circumstances which: (a) demands immediate action to preserve public health, protect life, protect public property, or to provide relief to any stricken community overtaken by such occurrences or (b) reaches such a dimension or degree of destructiveness as to warrant the governor declaring a state of emergency pursuant to RCW 43.06.010.

4. Services. County shall provide emergency management services as outlined in Chapter 38.52 RCW in accordance with the provisions of said chapter and as defined herein during the term of this agreement. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW and Attachment "A" to this document.

*This copy of original agreement is for reference only.*

5. Compensation. City shall pay County upon execution of this agreement the sum of \$0.73 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Payment is due and payable on January 31, 2005, and on the same schedule for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous year January to December Consumer Price Index for Seattle urban area as available, and based upon population growth of preceding year according to state Office of Financial Management as available, and/or based upon modifications in the annual work plan as agreed upon by the parties. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW, and Attachment "A" Emergency Management Work Plan. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW. The County's unilateral decision to change its Emergency Management Plan to increase the services provided by the County to the City under this interlocal agreement shall not result in an increase in the annual payment made by the City to the County as described in this Section, unless the same is incorporated into an amendment to this Agreement, and executed by the authorized representatives of both parties.

6. Termination. Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County : Pierce County  
Department of Emergency Management  
Director  
2501 S 35<sup>th</sup> St, *Suite D*  
Tacoma, WA 98409-7405

If to City of Gig Harbor : City of Gig Harbor  
Office of the Mayor  
3510 Grandview Street  
Gig Harbor, WA 98335

7. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

8. Hold Harmless. Except in those situations where the parties have statutory or common law immunity for their actions and/or inactions, each party shall hold harmless the other from liability or any claim, demand or suit arising because of said parties negligence. Each party shall promptly notify the other of any such claim.

9. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of

any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto.

10. Privileges and Immunities. Whenever the employees of the City or County are rendering outside aid pursuant to the authority contained in RCW 38.52.070/080, such employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or City in which they are normally employed. Nothing in this Agreement shall affect any other power, duty, right, privilege or immunity afforded the City or the County in chapter 38.52 RCW,

11. Waiver. Failure by either party at any time to require performance by the other party under this Agreement or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance or affect the ability to claim a breach with respect thereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Date this 22 day of November, 2004.

**PIERCE COUNTY**

**Attest:**

By [Signature] Date 12/21/04  
Prosecuting Attorney  
(as to form only)

By [Signature] Date 12/28/04  
Budget and Finance

**Approved:**

By [Signature] Date 12/30/04  
Steven C. Bailey  
Director

**CITY OF GIG HARBOR**

**Approved:**

By [Signature] Date 11/22/04  
Gretchen A. Wilbert  
City of Gig Harbor, Mayor

By [Signature] Date 11/23/04  
Mark E. Hoppen  
City Administrator

By [Signature] Date \_\_\_\_\_  
Carol Morris  
City Attorney

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.

Date this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PIERCE COUNTY**

**Attest:**

By \_\_\_\_\_ Date \_\_\_\_\_  
Prosecuting Attorney  
(as to form only)

By \_\_\_\_\_ Date \_\_\_\_\_  
Budget and Finance

**Approved:**

By \_\_\_\_\_ Date \_\_\_\_\_  
Steven C. Bailey  
Director

**CITY OF GIG HARBOR**

**Approved:**

By \_\_\_\_\_ Date \_\_\_\_\_  
Charles L. Hunter  
City of Gig Harbor, Mayor

**Attest:**

By \_\_\_\_\_ Date \_\_\_\_\_  
Robert Karlinsey  
City Administrator

By \_\_\_\_\_ Date \_\_\_\_\_  
Carol Morris  
City Attorney



ATTACHMENT "A"

City of Gig Harbor

2005 – 2009 Annual Emergency Management Work Plan

1. Provide full 24 hour a day Duty Office coverage for Emergency Management issues.
2. Activate and manage the County Emergency Operations Center (EOC) in support of an EOC activation, or the declaration of an emergency in either City, or in support of any emergency incident that requires multi-agency response coordination.
3. Provide warning and emergency public information during disasters as resources allow.
4. Provide communication and general administrative assistance in the event of declared disaster to the extent of the County's knowledge. The County shall remain harmless of the results from City's application of federal funding.
5. Provide availability of County's emergency resources not required for County use elsewhere during emergencies. Use shall be determined and prioritized by the County. The County shall remain harmless in the event of non-availability or non-performance of the equipment. Equipment to include but not limited to the sandbag machine.
6. Provide annual hazard exercise.
7. Provide three (3) public education presentations on emergency preparedness issues.
8. Provide training for City's EOC staff as appropriate.
9. Provide education program for officials as necessary.

Note: Optional services that may be requested for additional compensation by the City and provided by the County may include but not be limited to the Natural Hazard Mitigation Plan of Disaster Mitigation Act of 2000 (DMA2K) and the Pierce County Neighborhood Emergency Team (PC NET) Program.



Subject: Skansie House Interior Cleaning / Sealing Contract

Proposed Council Action: Authorize the award and execution of the Construction Services Contract with Fandel Construction, Inc. for Skansie House Interior Cleaning and Sealing in the amount of Nineteen Thousand Five Hundred Dollars and No Cents (\$19,500.00).

Dept. Origin: Public Works

Prepared by: David Brereton [Signature]
Interim Public Works Director

For Agenda of: February 25, 2008

Exhibits: Construction Services Contract

Concurred by Mayor: [Signature] 2/19/08
Approved by City Administrator: [Signature]
Approved as to form by City Atty: [Signature] 2/19/08
Approved by Finance Director: [Signature] 2/19/08
Approved by Department Head: [Signature] 2/15/08

Table with 4 columns: Expenditure, Amount, Budgeted, Appropriation. Row 1: Required \$19,500, Budgeted \$27,000, Required 0.

INFORMATION / BACKGROUND

The 2008 Parks Development Budget Objective No. 2, provides \$27,000 for the repair and clean up of the interior of the Skansie house, including removing and/or sealing lead paint and removing mold.

In accordance with the City's Small Works Roster Process (Resolution No. 592), nine potential contractors were contacted for price quotations. The following contractors submitted a price quotation proposal:

- Servpro of Gig Harbor/North Tacoma \$11,975.96, plus sales tax (Contractor withdrew their bid)
Fandel Construction, Inc. \$19,500.00, plus sales tax
Fischer General Contracting, Inc. \$24,200.00, plus sales tax

FISCAL CONSIDERATION

This work is within the \$27,000 budget that was anticipated in the adopted 2008 Budget, identified under Parks Development Budget Objective No. 2.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the Construction Services Contract with Fandel Construction, Inc. for Skansie House Interior Cleaning and Sealing in the amount of Nineteen Thousand Five Hundred Dollars and No Cents (\$19,500.00).

**AGREEMENT FOR CONSTRUCTION SERVICES  
BETWEEN GIG HARBOR AND  
FANDEL CONSTRUCTION, INC.**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Gig Harbor (hereinafter the "City"), and Fandel Construction, Inc., a Washington corporation, doing business at 10514 Crescent Valley Drive, Gig Harbor, Washington 98335, (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 for Skansie House Interior Cleaning and Sealing. 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 Nineteen Thousand Dollars and No Cents (\$19,000.00), plus 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 April 30, 2008. 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. Waiver of Performance Bond and Retainage: Limited Public Works Process.** As allowed in RCW 39.04.155(3) for limited public works projects under \$35,000, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

**VII. 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.

**VIII. 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.

**IX. 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.

**X. 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.

**XI. 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.

**XII. 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.

**XIII. 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.

**XIV. 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. Fandel Construction, Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

**XV. 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.

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

**XVII. 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.

**XVIII. 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.

**XIX. 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.

FANDEL CONSTRUCTION, INC.

THE CITY OF GIG HARBOR

By: Kevin Fandel  
Its President

By: \_\_\_\_\_  
Its Mayor

**Notices should be sent to:**

Fandel Construction, Inc.  
Attn: Kevin Fandel  
10514 Crescent Valley Drive NW  
Gig Harbor, Washington 98335  
(253) 208-2110

City of Gig Harbor  
Attn: Marco Malich  
Director of Operations  
3510 Grandview Street  
Gig Harbor, Washington 98335

**Approved as to form:**

By: [Signature]  
City Attorney

**Attest:**


By: \_\_\_\_\_  
Molly M. Towslee, City Clerk



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that THOMAS FANDEL 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 President of Fandel Construction, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 02-13-08

  
Notary Public  
State of Washington  
TAMI L APPELGATE  
MY COMMISSION EXPIRES  
Nov. 09, 2009  
Residing at Big Harbor  
My appointment expires: 11-09-09

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

I certify that I know or have satisfactory evidence that Charles L. Hunter 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 **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: \_\_\_\_\_

**FANDEL CONSTRUCTION, INC.**

PO Box 159 Vaughn, WA 98329

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February 6, 2008

Proposal

To: City of Gig Harbor

Attn: George Williams

From: Kevin Fandel

Re: Skansi Brothers Park House Restoration

Per our prior meeting and conversations and per the one page scope of work please consider our proposal as per below.

- 1). Remove carpet, primer and repair and damage to floor and walls and ceiling in living room.

Our bid for this scope of work is \$ 4,500

This excludes and unseen rot or infestations that me be present.  
This excludes the existing patch on the east wall that does not match the other wall surfaces.

To correct this and have wall surfaces match add (\$1,500)

- 2). Remove flooring repairing any damage to floors walls and ceiling in kitchen and dining area, same in downstairs bedroom.

Our bid for this scope of work is

~~\$8,500~~ \$8,000 + P

The removal of the existing hard surface flooring may cause intense damage to the sub-floor as per the bond of the original glue. FCI will work with the City to develop a specification for the material used for patching wood at the sub-floor.

- 3). Repair bathroom floor up-stairs and down stairs prime walls and floor with primer. Upstairs bedrooms repair any holes or cracks in walls or ceiling.

Our bid for this scope of work is \$ 6,500

This excludes the removal of any fixtures with the exception of the toilets.  
This excludes any tile repair not apparent prior to commencing work.

This notes that soffit materials are missing on the back porch.

To repair soffits at back porch and prime add (\$850)

To clarify this proposal it is our intention to perform all of the above noted work and to leave the main and upper floor of the premises free from defects in the floors, walls and ceiling surfaces while maintaining the character of the building.

All surfaces will be patched and primed in a single color with a tinted latex primer.

In the interest of preservation FCI will also sample and catalog individual existing colors from each room for flooring and paint.

The City of Gig Harbor is tasked with supplying a trash container and dump fees for this project. Container shall be located convenient to the back door of the house. The cost for this is not included in this proposal.

It is the intention of Fandel Construction, Inc. to pay prevailing wages to all workers subject to their individual trade designations and to supply the City with a form of intent to pay such wages as per contract document to be prepared by the City.

It is the intention of Fandel Construction, Inc, to supply the City with a performance bond equal to the total cost of the project as determined in final contract documents.

Thank you for inviting us to bid this project. Our total proposal is as follows.

|             |              |     |
|-------------|--------------|-----|
| Item 1      | \$ 4,500     | KCF |
| Item 2      | 8,000        |     |
| Item 3      | 6,500        |     |
| Subtotal    | \$19,000     |     |
| <u>Bond</u> | <u>2,500</u> |     |
| Total       | \$22,500     |     |

Plus tax

Sincerely submitted this 6<sup>th</sup> Day of February, 2008

By: Kevin Fandel  
 Kevin Fandel  
 Fandel Construction, Inc.



**Subject:** Boating Safety Agreement with  
Pierce County Sheriff's Department

**Proposed Council Action:** Approval of  
Boating Safety Agreement as presented.

**Dept. Origin:** Police Department

**Prepared by:** Chief Mike Davis *(Signature)*

**For Agenda of:** February 25, 2008

**Exhibits:** Boating Safety Agreement

Initial & Date

**Concurred by Mayor:** *CLH 2/19/08*

**Approved by City Administrator:** *CAM 2/19/08*

**Approved as to form by City Atty:** *CR 2/19/08*

**Approved by Finance Director:** *(Signature) 2/19/08*

**Approved by Department Head:** *(Signature) 2/19/08*

|                         |   |                    |   |                           |   |
|-------------------------|---|--------------------|---|---------------------------|---|
| Expenditure<br>Required | 0 | Amount<br>Budgeted | 0 | Appropriation<br>Required | 0 |
|-------------------------|---|--------------------|---|---------------------------|---|

**INFORMATION/BACKGROUND**

Municipal agencies located in Pierce County, that offer boating safety services approved by the State of Washington must enter into a cooperative agreement with Pierce County in order to receive an equitable share of the vessel registration fees distributed to Pierce County each year. This money is used to fund the salaries of our marine patrol officers while they are assigned to harbor patrol duties. The funding also supports other operational costs associated with providing local marine patrol services.

Our equitable share of vessel registration fees this year will be \$11,982.00.

**RECOMMENDATION/MOTION**

**Move to:** Approve the Boating Safety Agreement with Pierce County.



Pierce County

Sheriff's Department

930 Tacoma Avenue South  
Tacoma, Washington 98402

January 24, 2008

City of Gig Harbor  
Police Department  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Agreement – Boating Safety Program

Enclosed are three originals of the agreement between the Pierce County Sheriff's Department and City of Gig Harbor. Please sign all three documents and return them to me. I will send you an original signed agreement when the Pierce County signature process is completed.

If you have any questions, please contact me at 253-798-3430 or [jwilli1@co.pierce.wa.us](mailto:jwilli1@co.pierce.wa.us).

Sincerely,

A handwritten signature in black ink that reads "Julie Williams".

Julie Williams  
Contract Services Manager

JW:kc

Enclosures 3



**CITY OF GIG HARBOR  
BOATING SAFETY PROGRAM AGREEMENT**

This agreement entered into by the County of Pierce (COUNTY) and the City of Gig Harbor (CITY), witnesses that:

**WHEREAS**, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington Counties that have approved boating safety programs; and

**WHEREAS**, the County has an approved boating safety program; and

**WHEREAS**, the annual distribution of vessel registration fees in the amount of \$199,708.82 has been received by the County; and

**WHEREAS**, pursuant to WAC 325.65.30, the legislative authority of each County with an approved boating safety program will be responsible for equitable distribution of funds allocated by the State Treasurer to local jurisdictions with approved boating safety programs within the County; and

**WHEREAS**, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the County and receive and maintain State Park's approval for the boating safety program; and

**WHEREAS**, the City has received State approval of it's boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the County; and

**WHEREAS**, the County and the City desire to enter into a cooperative agreement;

**NOW THEREFORE**, in consideration of the covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 356.65.040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating safety funding.
2. The City agrees to operate it's boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this agreement.

3. The City agrees to submit an annual report of activities performed and participate in state-wide boating surveys as required by State parks. Additionally, in accordance with WAC 352.65.060, an annual program assessment and report of activities of the local jurisdiction boating safety program will be made by State parks in order to insure the integrity of the program approval.
4. The County and the City agree that the City's equitable share of vessel registration fees is \$11,982. The County agrees to deliver to the City Treasurer a check in that amount.
5. No changes or additions shall be made to this agreement except as agreed to both parties and reduced to writing and executed with the same formalities as are required by the execution of this agreement.
6. The laws of the State of Washington shall govern this agreement. The parties stipulate that any lawsuit regarding this agreement must be brought in Pierce County Washington.
7. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provision of this agreement shall remain in full force and effect.
8. This agreement shall take effect upon the signature of both parties and shall remain in effect until September 30, 2008 unless sooner extended by written agreement of the parties.

End of agreement. Signature page immediately following.



PIERCE COUNTY  
CONTRACT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2008.

**CONTRACTOR:**

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
Title of Signatory Authorized by Firm Bylaws

Name: City of Gig Harbor

UBI No. \_\_\_\_\_

Address:

Gig Harbor, WA 98335

Mailing Address:

same as above

Contact Name: Gig Harbor Police Chief

Phone:

Fax: \_\_\_\_\_

**PIERCE COUNTY:**

Reviewed:

\_\_\_\_\_  
Prosecuting Attorney (*as to form only*) Date

\_\_\_\_\_  
Budget and Finance Date

**Approved:**

\_\_\_\_\_  
Department Director (*less than \$250,000*) Date

\_\_\_\_\_  
County Executive (*over \$250,000*) Date



**Subject:** Onshore Sewer Outfall Construction Contract Award

**Dept. Origin:** Public Works

**Prepared by:** Stephen Misiurak, P.E.  
City Engineer

**Proposed Council Action:** Authorize the award and execution of a Public Works Contract for the Onshore Outfall Project with Pivetta Brothers Construction, Incorporated, in an amount not to exceed eight hundred eighty-nine thousand three hundred thirty-five dollars and twenty-eight cents (\$ 889,335.28 )

**For Agenda of:** February 25, 2008

**Exhibits:** Contract

**Concurred by Mayor:**

Initial & Date  
GMH 2/20/08

**Approved by City Administrator:**

**Approved as to form by City Atty:**

CAM 2/20/08

**Approved by Finance Director:**

CFR 2/20/08

**Approved by Department Head:**

| Expenditure           | Amount               | Appropriation |
|-----------------------|----------------------|---------------|
| Required \$889,335.28 | Budgeted \$1,750,000 | Required \$0  |

**INFORMATION / BACKGROUND**

The City's Onshore Outfall Project (CSSP-0802) provides for the installation of a new gravity outfall pipe, force main sewer pipe, a fiber optic telemetry cable conduit, and other work between the City's wastewater treatment plant and pump station 2A at the Bogue View Park all in accordance with the Contract Plans.

The City and its consultant prepared engineered plans and specifications and issued the invitation to bid for this Project on January 30, 2008. A total of nine contractors submitted sealed bids on February 19, 2008. The bid results are shown below. The apparent low bidder, Wm. Dickson Company, requested release from their bid in accordance with the WSDOT Standard Specifications due to a bidding error related to the exclusion of overhead and profit in their bid. After consultation with the City Attorney and a review of the bid circumstances, the Public Works Department has found the second low bidder, Pivetta Brothers Construction, Incorporated, to be the lowest responsive, responsible bidder in the amount of \$889,335.28.

|                            |                                     |                |
|----------------------------|-------------------------------------|----------------|
| Low Bidder                 | Wm. Dickson, Co.                    | \$662,188.50   |
| 2 <sup>nd</sup> Low Bidder | Pivetta Brothers Construction, Inc. | \$889,335.28   |
| 3 <sup>rd</sup> Low Bidder | Buno Construction                   | \$890,359.66   |
| 4 <sup>th</sup> Low Bidder | Alpha Development                   | \$975,279.67   |
| 5 <sup>th</sup> Low Bidder | Construct Company                   | \$1,111,555.28 |
| 6 <sup>th</sup> Low Bidder | Stan Palmer Construction            | \$1,154,487.10 |
| 7 <sup>th</sup> Low Bidder | Nova Contracting                    | \$1,238,350.76 |
| 8 <sup>th</sup> Low Bidder | RV & Associates                     | \$1,278,849.00 |
| 9 <sup>th</sup> Low Bidder | Realm, Inc.                         | \$1,300,488.80 |

In determining "lowest responsible bidder", in addition to price, the following elements were given consideration by the City:

- a) The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
- b) The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c) Whether the bidder can perform the contract within the time specified;
- d) The quality of performance of previous contracts or services;
- e) The previous and existing compliance by the bidder with laws relating to the contract or services.

The City Engineer's analysis has concluded that Pivetta Brothers Construction, Inc. has satisfied all the above criteria.

**FISCAL CONSIDERATION**

The 2008 Sewer Capital Fund that has allocated \$1,750,000 for this project under Objective No. 6.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the award and execution of a Public Works Contract for the Onshore Outfall Project with Pivetta Brothers Construction, Incorporated, in an amount not to exceed eight hundred eighty-nine thousand three hundred thirty-five dollars and twenty-eight cents (\$ 889,335.28 )



**Subject:** Onshore Sewer Outfall  
Archaeological Consultant Services

**Proposed Council Action:** Approve and  
execute the Consultant Services Contract.

**Dept. Origin:** Engineering Division

**Prepared by:** Stephen Misiurak, P.E.  
City Engineer

**For Agenda of:** February 25, 2008

**Exhibits:** Consultant Services Contract

Initial & Date

**Concurred by Mayor:**

CHH 2/20/08

**Approved by City Administrator:**

**Approved as to form by City Atty:** CAM 2/20/08

**Approved by Finance Director:**

DF 2/20/08

**Approved by Department Head:**

[Signature]

|                         |             |                    |                |                           |   |
|-------------------------|-------------|--------------------|----------------|---------------------------|---|
| Expenditure<br>Required | \$15,750.00 | Amount<br>Budgeted | \$1,750,000.00 | Appropriation<br>Required | 0 |
|-------------------------|-------------|--------------------|----------------|---------------------------|---|

**INFORMATION / BACKGROUND**

The City has requested archaeological monitoring services be performed during excavation work associated with portions of the Onshore Sewer Outfall project. The City has recently completed and submitted to the State of Washington Department of Archaeological and Historic Preservation (DAHP) a Cultural Resource Assessment to the area of potential affect. The conclusion of the report did not anticipate any archaeological finds.

**FISCAL CONSIDERATION**

Sufficient funds exist within the Sewer Capital to fund this expenditure.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION / MOTION**

**Move to:** Execute this Consultant Services Contract with Cultural Resource Consultants, Inc., in the amount not to exceed fifteen thousand seven hundred fifty dollars and no cents (\$15,750.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CULTURAL RESOURCE CONSULTANTS, INC.**

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THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cultural Resource Consultants, Inc., a corporation organized under the laws of the State of Washington located and doing business at 8001 Day Road West, Suite B, Bainbridge Island, WA 98110. (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged On-Shore Outfall and Force Main Replacement Project 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 February 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Project Scope and Fee Agreement**, 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:

**TERMS**

**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 Fifteen Thousand Seven Hundred Fifty Dollars and no cents (\$15,750.00) 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**, 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 – Project Scope and Fee Agreement**. 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 forty-five (45) 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 City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

### 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 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 \$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
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a 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 within 10 working days of the City's deductible payment.

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. Under this agreement, the Consultant's insurance shall 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 with respect to defense and indemnity of the City only and no other party. 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 Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations 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 Engineer or Director of Operations 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:

CONSULTANT:  
CULTURAL RESOURCE CONSULTANTS, INC.  
Attn: Glenn D. Hartmann  
8001 Day Road West, Suite B  
Bainbridge Island, WA 98110  
206-855-9020  
Fax 206-855-9081

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

**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 20<sup>th</sup> day of February, 2008.


CONSULTANT  
By:   
Its Principal

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT:  
CULTURAL RESOURCE CONSULTANTS, INC.  
Attn: Glenn D. Hartmann  
8001 Day Road West, Suite B  
Bainbridge Island, WA 98110  
206-855-9020  
Fax 206-855-9081

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

APPROVED AS TO FORM:



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City Attorney

ATTEST:

---

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(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         )

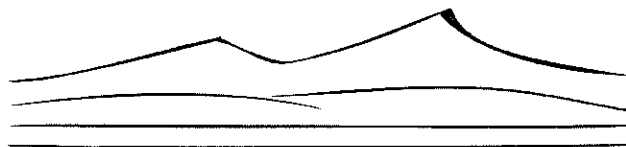
I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be 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: \_\_\_\_\_



Cultural Resource Consultants, Inc.

## PROJECT SCOPE AND FEE AGREEMENT

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|                            |                             |
|----------------------------|-----------------------------|
| CLIENT:                    | City of Gig Harbor          |
| PROJECT:                   | On-Shore Outfall Monitoring |
| LOCATION:                  | Gig Harbor, Washington      |
| ANTICIPATED PROJECT DATES: | February – April 2008       |

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The City of Gig Harbor is requesting archaeological monitoring during excavation for the new force main, sewer outfall, and fiber optic cable to be installed between the City's Wastewater Treatment Plant (WWTP) and Pump Station 2A at Ruth M. Bogue Park, near the northwestern shoreline of Gig Harbor.

Prior field investigations did not locate any archaeological resources, but the project area was largely inaccessible due to coverage by impervious surfaces. Historic photographs and maps indicate that remnants of the former timber trestle bridge over Donkey Creek may be contained within fill deposits supporting the present-day North Harborview Drive. It is possible that portions of the bridge structure are buried relatively intact within the fill. Geotechnical information reviewed in CRC's prior assessment did not reveal any evidence of archaeological sites, but the APE retains the potential to contain submerged or buried potentially significant archaeological deposits. Cultural Resource Consultants, Inc. (CRC) will provide the following project components as part of this monitoring.

**Field Monitoring:** CRC will provide archaeological monitoring during construction excavation for identification of archaeological and historical resources, as requested and with 48 hours notice.

Monitoring will proceed until it can be determined with a greater level of confidence that no buried cultural resources will be impacted by construction. Based on observed sedimentary exposures, CRC will conduct monitoring until native and fill deposits can be confidently isolated and identified. If no evidence of buried native sediments is observed during excavations, CRC may recommend periodic "spot" monitoring. Continuation of subsequent monitoring will be variable, and will depend on several factors, including, but not limited to, stratigraphic deposits observed during monitoring efforts, and representation of the exposures in context of the entire project area.

**Tribal Meeting:** CRC will meet with interested tribes prior to archaeological monitoring to address concerns that may arise during excavation.

**Documentation of Findings:** CRC will document and record historic properties within the project area, including preparation of Washington State archaeological and/or historic site(s) forms and National Register of Historic Places Determination of Eligibility forms (as appropriate). Documentation will be consistent with DAHP standards.

8001 DAY ROAD WEST, SUITE B, BAINBRIDGE ISLAND, WA 98110  
 PHONE 206.855.9020 FAX 206.855.9081  
 info@crcwa.com

**Amended Cultural Resources Assessment Report:** CRC will amend Technical Report #338, Cultural Resources Assessment for the On-Shore Outfall and Forcemain Project to include the archaeological monitoring and summary. The report will provide supporting documentation of archaeological findings, including maps and photographs, and will conform to DAHP reporting standards.

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**FEE**

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Archaeological Monitoring is \$550.00 per day for an estimated 25 days of excavation, maximum \$13,750.00.  
Additional services described above is anticipated to be less than \$2,000.00.

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**City of Gig Harbor**  
3510 Grandview Street  
Gig Harbor, WA 98335

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**Cultural Resource Consultants, Inc.**  
8001 Day Road W, Suite B  
Bainbridge Island, WA 98110

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Name/Title \_\_\_\_\_

---

Glenn D. Hartmann,  
President/Principal Investigator

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

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



## Subconsultant Fee Determination - Summary Sheet

Project: On-Shore Outfall Monitoring

CRC #: 0802L - City of Gig Harbor

## Direct Labor Cost

| <u>Classifications</u>                                                     | <u>Labor Hours</u> | <u>x</u> | <u>Rate</u> | <u>=</u> | <u>Cost</u>  |
|----------------------------------------------------------------------------|--------------------|----------|-------------|----------|--------------|
| Principal Investigator                                                     | 1.0                |          | \$ 50.00    | \$       | 50.00        |
| Project Archaeologist I                                                    | 0.0                |          | \$ 27.30    | \$       | -            |
| Project Archaeologist II                                                   | 0.5                |          | \$ 23.10    | \$       | 11.55        |
| Project Archaeologist III                                                  | 0.0                |          | \$ 22.66    | \$       | -            |
| Field Archaeologist                                                        | 8.0                |          | \$ 18.50    | \$       | 148.00       |
| Office Manager                                                             | 0.0                |          | \$ 24.68    | \$       | -            |
| Office Assistant                                                           | 0.0                |          | \$ 11.00    | \$       | -            |
|                                                                            | 9.5                |          |             | \$       | 209.55       |
| Overhead (OH Cost - - including Salary Additives):                         |                    |          |             |          |              |
| OH Rate x DLC of:                                                          | 110%               | %x\$     | \$ 209.55   | \$       | 230.51       |
| Fixed Fee (FF):                                                            |                    |          |             |          |              |
| FF Rate x DLC of:                                                          | 20.00%             | %x\$     | \$ 209.55   | \$       | 41.91        |
| Reimbursables:                                                             |                    |          |             |          |              |
| Field Supplies, Photo & Graphic Supplies                                   |                    |          |             | \$       | 20.00        |
| Lodging:                                                                   |                    |          |             | \$       | -            |
| Per Diem:                                                                  |                    |          |             | \$       | -            |
| Mileage:                                                                   |                    |          |             | \$       | 48.03        |
|                                                                            |                    |          |             | \$       | 68.03        |
| <b>Daily Monitoring Rate: Field Archaeologist</b>                          |                    |          |             |          | \$ 550.00    |
| <b>Estimated 25 Days of Excavation requiring Archaeological Monitoring</b> |                    |          |             |          |              |
| Grand Total:                                                               |                    |          |             |          | \$ 13,750.00 |

Prepared by: Teresa Peterson, Office Manager

Date:

19-Feb-08

DOT Form 140-089 EF Exhibit G-1

## Subconsultant Fee Determination - Summary Sheet

Project: On-Shore Outfall Monitoring

CRC #: 0802L - City of Gig Harbor

## Direct Labor Cost

| <u>Classifications</u>                             | <u>Labor Hours</u> | <u>x</u> | <u>Rate</u> | <u>=</u> | <u>Cost</u>   |
|----------------------------------------------------|--------------------|----------|-------------|----------|---------------|
| Principal Investigator                             | 3.0                |          | \$ 50.00    | \$       | 150.00        |
| Project Archaeologist I                            | 20.0               |          | \$ 27.30    | \$       | 546.00        |
| Project Archaeologist II                           | 0.0                |          | \$ 23.10    | \$       | -             |
| Project Archaeologist III                          | 0.0                |          | \$ 22.66    | \$       | -             |
| Field Archaeologist                                | 0.0                |          | \$ 18.50    | \$       | -             |
| Office Manager                                     | 3.0                |          | \$ 24.68    | \$       | 74.04         |
| Office Assistant                                   | 0.0                |          | \$ 11.00    | \$       | -             |
|                                                    | 26.0               |          |             | \$       | 770.04        |
| Overhead (OH Cost - - including Salary Additives): |                    |          |             |          |               |
| OH Rate x DLC of:                                  | 110%               | %x\$     | \$ 770.04   | \$       | 847.04        |
| Fixed Fee (FF):                                    |                    |          |             |          |               |
| FF Rate x DLC of:                                  | 20.00%             | %x\$     | \$ 770.04   | \$       | 154.01        |
| Reimbursables:                                     |                    |          |             |          |               |
| Photo & Graphic Supplies                           |                    |          |             | \$       | 100.00        |
| Lodging:                                           |                    |          |             | \$       | -             |
| Per Diem:                                          |                    |          |             | \$       | -             |
| Mileage:                                           |                    |          |             | \$       | <u>128.91</u> |
|                                                    |                    |          |             | \$       | 228.91        |
| Grand Total:                                       |                    |          |             | \$       | 2,000.00      |

Prepared by: Teresa Peterson, Office Manager

Date:

7-Feb-08

DOT Form 140-089 EF Exhibit G-1



**Subject:** Onshore Sewer Outfall Construction  
Surveying Services

**Dept. Origin:** Public Works

**Prepared by:** Stephen Misiurak, P.E.  
City Engineer *SM*

**For Agenda of:** February 25, 2008

**Exhibits:** Contract, scope, and fee

**Proposed Council Action:** Authorize the award and execution of a consultant services contract for the Onshore Outfall Project with Prizm Surveying, Incorporated, for construction surveying services in an amount not to exceed nine thousand nine hundred ninety-one dollars and fifty-nine cents (\$ 9,991.59)

**Concurred by Mayor:** *CLH 2/20/08* Initial & Date  
**Approved by City Administrator:**  
**Approved as to form by City Atty:** *CAM 2/20/08*  
**Approved by Finance Director:** *DF 2/20/08*  
**Approved by Department Head:** *SM*

|                      |            |                 |             |                        |     |
|----------------------|------------|-----------------|-------------|------------------------|-----|
| Expenditure Required | \$9,991.59 | Amount Budgeted | \$1,750,000 | Appropriation Required | \$0 |
|----------------------|------------|-----------------|-------------|------------------------|-----|

**INFORMATION / BACKGROUND**

The City's Onshore Outfall Project (CSSP-0802) provides for the installation of a new gravity outfall pipe, force main sewer pipe, and fiber optic telemetry cable conduit between the City's wastewater treatment plant and pump station 2A at the Bogue View Park. The proposed consultant services contract is for the construction surveying associated with this Project.

**FISCAL CONSIDERATION**

The 2008 Sewer Capital Fund that has allocated \$1,750,000 for this project under Objective No. 6.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the award and execution of a consultant services contract for the Onshore Outfall Project with Prizm Surveying, Incorporated, for construction surveying services in an amount not to exceed nine thousand nine hundred ninety-one dollars (\$ 9,991.59).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PRIZM SURVEYING INC.**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PriZm Surveying, Inc., a corporation organized under the laws of the State of Washington located and doing business at PO Box 110700, Tacoma, WA 98411. (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged On-Shore Outfall and Force Main Replacement Project 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 February 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Estimated Hours and Fees**, 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:

**TERMS**

**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 Nine Thousand Nine Hundred Ninety One Dollars and Fifty Nine Cents (\$9,991.59) 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 – Scope of Work and Estimated Hours and Fees**. 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 forty-five (45) 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 City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

### **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 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 \$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
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a 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 within 10 working days of the City's deductible payment.

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. Under this agreement, the Consultant's insurance shall 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 with respect to defense and indemnity of the City only and no other party. 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.

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## **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 Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations 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 Engineer or Director of Operations 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:

CONSULTANT:  
PriZm Surveying Inc.  
Attn: Gary D. Letzring, PLS  
PO Box 110700  
Tacoma, WA 98411  
253-404-0983  
Fax 253-404-0984

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

**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 \_\_\_\_\_, 2008.

CONSULTANT

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

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

Notices to be sent to:  
CONSULTANT:  
PriZm Surveying Inc.  
Attn: Gary D. Letzring, PLS  
PO Box 110700  
Tacoma, WA 98411  
253-404-0983  
Fax 253-404-0984

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

APPROVED AS TO FORM:



---

City Attorney

ATTEST:

---

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(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 Charles L. Hunter 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 Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_

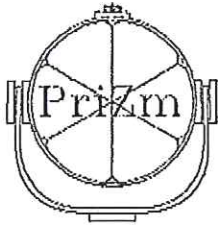
\_\_\_\_\_

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_

My Commission expires: \_\_\_\_\_



# PRIZM SURVEYING INC.

P.O. Box 110700  
Tacoma, WA 98411  
Office: 253-404-0983  
Fax: 253-404-0984  
[ablalsdell@prizmsurveying.com](mailto:ablalsdell@prizmsurveying.com)  
[gletzring@prizmsurveying.com](mailto:gletzring@prizmsurveying.com)  
[dpierce@prizmsurveying.com](mailto:dpierce@prizmsurveying.com)

Mr. Jeff Langhelm P.E.  
Senior Engineer  
City of Gig Harbor

February 19, 2008

Re: City of Gig Harbor Onshore Outfall Project

Dear Mr. Langhelm,

Prizm Surveying is pleased to provide you with this proposal for construction surveying on the above referenced project.

**Task 1 – Outfall construction staking:**

After review of the construction documents and addendum no. 1 & 2, we estimate:

- Horizontal and vertical control for the project duration. Consists of a control network that will be used throughout the construction process and will employ both conventional and GPS procedures. Site benchmarks will be maintained for your use.
- Using electronic copies of the plan, we will field stake the planned location for the force main. Offsets will be provided as determined by the contractor.
- Using electronic copies of the plan, we will field stake the planned locations for the fiber optic line. Offsets will be provided as determined by the contractor.
- Using electronic copies of the plan, we will field stake the planned onshore outfall facility. Offsets will be provided as needed.

The estimated cost for Task 1 services is \$9,991.59

Prizm has tried to include all items pertinent and discussed for this project, but if additional staking or restaking is necessary our current rates below will apply.

Prizm carries errors and omission (\$1,000,000) and liability insurance (\$1,000,000). If additional insurance is required, the premiums will be in addition to the above price. Should you desire to be named primary additionally insured please add \$300.00 to the above price.

Any part of this proposal is negotiable pending your particular survey requirements. Should you desire additional services beyond the scope above our regular hourly rates are as follows:

- |                          |               |
|--------------------------|---------------|
| • 2-man survey crew      | \$140 an hour |
| • GPS survey crew        | \$155 an hour |
| • Licensed Land Surveyor | \$95 an hour  |
| • Survey Technician      | \$85 an hour  |

We look forward to working with you, and if you have any questions or comments regarding this proposal, please call me at (253) 404-0983.

Sincerely,  
Gary D. Letzring, P.L.S.

Member:  
Land Surveyor's Association of Washington,  
National Society of Professional Land Surveyors,  
American Congress on Surveying and Mapping

| EXHIBIT<br>CONSULTANT FEE DETERMINATION - SUMMARY SHEET |         |         |            |                   |
|---------------------------------------------------------|---------|---------|------------|-------------------|
| City of Gig Harbor Onshore Outfall Project              |         |         |            |                   |
| Classification                                          | Hours   | Rate    |            | Cost              |
| Principal                                               | 1.6 x   | \$48.00 | =          | \$72.00           |
| SR Associate                                            | x       |         | =          | \$0.00            |
| SR Project Manager                                      | x       |         | =          | \$0.00            |
| Engineer II                                             | x       |         | =          | \$0.00            |
| Principal Surveyor                                      | x       |         | =          | \$0.00            |
| Professional Land Surveyor                              | 2 x     | \$47.25 | =          | \$94.50           |
| Project Surveyor                                        | x       |         | =          | \$0.00            |
| Two Person Survey Crew                                  | 60 x    | \$46.00 | =          | \$2,700.00        |
| Tech I (CAD)                                            | 8 x     | \$27.50 | =          | \$220.00          |
| Clerical                                                | 2.5 x   | \$17.50 | =          | \$43.75           |
| TOTAL                                                   |         |         | =          | \$3,130.25        |
| <b>OVERHEAD (OH COST - including Salary Additives):</b> |         |         |            |                   |
| OH Rate x DSC                                           | 132.00% | x       | \$3,130.25 | = \$4,131.93      |
| <b>FIXED FEE (FF):</b>                                  |         |         |            |                   |
| FF Rate X (DSC + OH)                                    | 15%     | x       | \$7,262.18 | = \$1,089.33      |
| <b>REIMBURSABLE:</b>                                    |         |         |            |                   |
| Printing                                                |         | \$      | 39.17      |                   |
| Mileage (@Current Fed. Rate)                            |         | \$      | 76.26      |                   |
| CADD @ \$10/hr                                          |         | \$      | 180.00     |                   |
| Survey Equipment                                        |         | \$      | 900.33     |                   |
| Miscellaneous                                           |         | \$      | 476.33     |                   |
|                                                         |         |         | =          | \$1,640.08        |
| <b>SUBCONSULTANTS:</b>                                  |         |         |            |                   |
|                                                         |         |         | \$         | "                 |
|                                                         |         |         | \$         | -                 |
|                                                         |         |         | =          | 0                 |
| <b>CONTRACT TOTAL</b>                                   |         |         |            | <b>\$9,991.59</b> |

PREPARED BY: GARY LETZING

DATE: 2/19/2008



**Subject:** Public Works Trust Fund  
Construction Loan Agreement

**Proposed Council Action:** Authorize formal approval of the loan agreement as presented.

**Dept. Origin:** Engineering Division  
**Prepared by:** Stephen Misiurak, P.E.  
City Engineer  
**For Agenda of:** February 25, 2008  
**Exhibits:** Loan Agreement

Initial & Date

**Concurred by Mayor:** CLH 2/20/08  
**Approved by City Administrator:** \_\_\_\_\_  
**Approved as to form by City Atty:** CAH 2/20/08  
**Approved by Finance Director:** DF 2/20/08  
**Approved by Department Head:** [Signature]

|                         |     |                    |             |                           |     |
|-------------------------|-----|--------------------|-------------|---------------------------|-----|
| Expenditure<br>Required | \$0 | Amount<br>Budgeted | \$7,500,000 | Appropriation<br>Required | \$0 |
|-------------------------|-----|--------------------|-------------|---------------------------|-----|

**INFORMATION / BACKGROUND**

This is a low interest construction loan, in the amount of \$10,000,000 between the City and the Washington State Public Works Board. This loan will fund the necessary construction of the Wastewater Treatment Plant Improvements and marine portion of the Outfall Extension Project. Currently, the treatment plant is incapable of sustaining flows in excess of 1MDG. The current average plant flow is 0.8 MGD. The current reserved sewer plant capacity reservations issued by the City to developments to date are in excess of 1.2 MGD.

Currently, the City is engaged with Cosmopolitan Engineering Group in the final design and permitting of the WWTP Improvements along with the final design and permitting of the Marine Sewer Outfall. These additional engineering monies funded through this loan will supplant the construction portion of these projects.

**FISCAL CONSIDERATION**

The loan terms are summarized as follows:

The terms of this loan require that construction of these two projects must be completed within four (4) years after execution of this agreement.

The term of this loan shall not exceed twenty (20) years and the interest rate on the loan is one half of one percent per annum on the outstanding principal balance.



Within thirty days of execution of the formal agreement, the City may elect to receive a disbursement in the amount of twenty (20) percent of loan disbursement, or \$2,000,000.

The first loan repayment will be due July 1, 2009 and shall consist of the interest only payment.

Subsequent repayments over the remaining nineteen (19) years shall consist of the unpaid balance due divided by the loan term remaining plus remaining interest on the unpaid balance of the loan.

**BOARD OR COMMITTEE RECOMMENDATION**

The Public Works Committee along with the City's Finance Director were apprised of the City's loan request and recommend Council approval as presented.

**RECOMMENDATION / MOTION**

**Move to:** Authorize formal approval of the loan agreement as presented.

PUBLIC WORKS TRUST FUND  
CONSTRUCTION LOAN AGREEMENT

NUMBER PC08-951-015  
City of Gig Harbor

**PART I: ENTIRE AGREEMENT**

This agreement, and incorporated attachments contains all terms and conditions agreed to by the WASHINGTON STATE PUBLIC WORKS BOARD (referred to as the "BOARD") and the City of Gig Harbor (referred to as the "BORROWER") and no other statements or representations, written or oral, shall be deemed a part thereof. This contract includes ATTACHMENT I: SCOPE OF WORK, which consists of a description of local project activities, certification of the project's useful life, estimated project costs and fund sources; and ATTACHMENT II: ATTORNEY'S CERTIFICATION. These attachments are, by this reference, incorporated into this agreement as though set forth fully herein.

The PUBLIC WORKS BOARD and the BORROWER have executed this agreement as of the date and year last written below.

PUBLIC WORKS BOARD

BORROWER

\_\_\_\_\_  
Kelly Snyder, Assistant Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM ONLY

This 6th Day of March, 2007

Rob McKenna  
Attorney General

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Taxpayer Identification Number

By: Signature on File  
\_\_\_\_\_

Andrew Scott  
Assistant Attorney General

**PART II: INTRODUCTION**

This loan agreement is made and entered into by and between the BOARD, or its successor, and the BORROWER.

Acting under the authority of Chapter 43.155 RCW, the BOARD has awarded the BORROWER a Public Works Trust Fund loan for an approved public works project.

**PART III: PURPOSE**

The BOARD and the BORROWER have entered into this agreement to undertake a local public works project that furthers the goals and objectives of the Washington State Public Works Trust Fund Program. The project will be undertaken by the BORROWER and will include the activities described in ATTACHMENT I: SCOPE OF WORK. The project must be undertaken in accordance with PART IV: TERMS AND CONDITIONS, and all applicable state and local laws and ordinances, which by this reference are incorporated into this agreement as though set forth fully herein.

**PART IV: TERMS AND CONDITIONS**

The parties to this agreement agree as follows:

**4.01 Rate and Term of Loan**

The BOARD, using funds appropriated from the Public Works Assistance Account, shall loan the BORROWER a sum not to exceed \$10,000,000.00. The interest rate shall be 0.50% per annum on the outstanding principal balance. The term of the loan shall not exceed 20 years, with the final payment due July 1, 2028.

**4.02 Eligible Project Costs and Local Project Share**

The BORROWER pledges to use an amount of local funds as local project share of not less than 15.0% of the total eligible portion of the project cost not funded by federal or state grants as identified in ATTACHMENT I: SCOPE OF WORK. The amount of the local funds will be verified at project closeout. Any increase in the percentage of local funds may require an adjustment in the loan amount or interest rate charged, or both. The interest rate adjustment will apply to the remaining payments beginning the fiscal year of closeout. The BORROWER agrees to execute the Certified Closeout Amendment as an amendment to this agreement adjusting the loan amount or interest rate, as appropriate.

Eligible project costs must consist of expenditures eligible under WAC 399-30-030 and be related only to project activities described in ATTACHMENT I: SCOPE OF WORK. Only those costs incurred after execution of this loan agreement can be reimbursed with Public Works Trust Fund monies. Expenditures made up to twelve (12) months prior to the execution of the loan agreement and verified at the time of project close out may be used as match for local project share.

4.03 Disbursement of Loan Proceeds

The availability of funds in the Public Works Assistance Account is a function of tax collection, loan repayment, and legislative appropriation. If funding or appropriation is not available at the time the invoice is submitted, or when the agreement is executed, the issuance of warrants will be delayed or suspended until such time as funds become available. Therefore, subject to the availability of funds, warrants shall be issued to the BORROWER for payment of allowable expenses incurred by the BORROWER while undertaking and administering approved project activities in accordance with ATTACHMENT I: SCOPE OF WORK. In no event shall the total Public Works Trust Fund loan exceed 85.00% of the eligible actual project costs. The BORROWER shall initiate a loan disbursement using a Washington State Invoice Voucher form. The loan funds will be disbursed to the BORROWER as follows:

Upon formal execution of this agreement, a sum not to exceed 20% of the approved Public Works Trust Fund loan may be disbursed to the BORROWER. Monies shall not be used for any construction costs incurred prior to compliance with Executive Order 05-05 Archaeological and Cultural Resources as referenced in Section 4.22 or Section 106 of the National Historic Preservation Act, whichever applies to this project.

Upon execution of a Public Works Trust Fund Notice to Proceed, which follows the formal award of a construction contract, and documented compliance with Executive Order 05-05 Archaeological and Cultural Resources as referenced in Section 4.22 or Section 106 of the National Historic Preservation Act, whichever applies to this project, a sum not to exceed 25% of the approved Public Works Trust Fund loan may be disbursed to the BORROWER.

When the BORROWER certifies that 35% of the Public Works Trust Fund loan amount has been spent, a sum not to exceed 25% of the approved Public Works Trust Fund loan may be disbursed to the BORROWER.

When the BORROWER certifies that 60% of the Public Works Trust Fund loan amount has been spent, a sum not to exceed 25% of the approved Public Works Trust Fund loan may be disbursed to the BORROWER.

At the time of project completion, the BORROWER shall submit, to the BOARD, a Certified Closeout Amendment certifying the total actual project costs and local share.

The final Public Works Trust Fund loan disbursement shall bring the total loan to the lesser of 85.00% of the eligible project costs or the total of \$10,000,000.00. The Certified Closeout Amendment shall serve as a contract amendment determining the final loan amount, local share and interest rate.

In the event that the final costs identified in the Certified Closeout Amendment indicate that the BORROWER has received Public Works Trust Fund monies in excess of 85.00 % of eligible costs, all funds in excess of 85.00 % shall be repaid to the Public Works Assistance Account by payment to the Department of Community, Trade and Economic Development, or its successor, within 30 days of submission of the Certified Closeout Amendment.

4.04 Interest Earned on Public Works Trust Fund Monies

All interest earned on Public Works Trust Fund Monies held by the BORROWER shall accrue to the benefit of the BORROWER and be applied to the eligible costs of the approved project. Benefits shall accrue in one of two ways:

1. Reduce the amount of the Public Works Trust Fund loan, or
2. Pay any part of eligible project costs that are in excess of ATTACHMENT I: SCOPE OF WORK estimates, if there is an overrun of project costs.

The BORROWER shall establish procedures to ensure that all monies received from the Public Works Trust Fund loan can be readily identified and accounted for at any time during the life of this loan agreement. Such procedures shall consist of the establishment of a separate fund, account, sub-account or any other method meeting generally accepted accounting principles. In event of termination, all principal, interest earned on invested loan principal, and accrued interest payable shall be repaid in full within 30 days by the BORROWER.

4.05 Time of Performance

The BORROWER shall begin the activities identified within ATTACHMENT I: SCOPE OF WORK no later than three (3) months after loan agreement execution. No later than Twenty-four (24) months after loan agreement execution, the BORROWER must issue a Public Works Trust Fund Notice to Proceed, which follows the formal award of a construction contract. No later than forty-eight (48) months after the date of agreement execution the BORROWER must reach project completion.

Failure to meet Time of Performance shall constitute default of this agreement. In the event of extenuating circumstances, the BORROWER may request, in writing, that the BOARD extend the deadline for project completion. The BOARD may, by a two-thirds vote, extend the deadline.

The term of this agreement shall be for the entire term of the loan, regardless of actual project completion, unless terminated sooner as provided herein.

4.06 Repayment

Loan repayment installments are due on July 1<sup>st</sup> of each year during the 20-year fixed term of the loan. The first loan repayment is due July 1, 2009. Interest only will be charged for this payment if a draw is made prior to this date. All subsequent payments shall consist of principal and accrued interest due on July 1<sup>st</sup> of each year during the remaining term of the loan.

Repayment of the loan under this agreement shall include an interest rate of 0.50% per annum based on a 360 day year of twelve 30 day months. Interest will begin to accrue from the date each warrant is issued to the BORROWER. The final payment shall be on or before July 1, 2028, of an amount sufficient to bring the loan balance to zero.

The BORROWER has the right to repay the unpaid balance of the loan in full at any time or make accelerated payments without penalty.

The BORROWER will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Community, Trade and Economic Development, or its successor.

4.07 Default in Repayment

Loan repayments shall be made on the loan in accordance with Section 4.06 of this agreement. A payment not received within thirty (30) days of the due date shall be declared delinquent. Delinquent payments shall be assessed a monthly penalty beginning on the first (1<sup>st</sup>) day past the due date. The penalty will be assessed on the entire payment amount. The penalty will be one percent (1%) per month or twelve percent (12%) per annum. The same penalty terms shall apply at project closeout if the repayment of loan funds in excess of eligible costs are not repaid within 30 days as provided for in Section 4.03.

The BORROWER acknowledges and agrees to the BOARD'S right, upon delinquency in the payment of any annual installment, to notify any other entity, creditors, or potential creditors of the BORROWER of such delinquency.

The BORROWER shall be responsible for all legal fees incurred by the BOARD in any action undertaken to enforce its rights under this section.

4.08 Loan Security

This loan is a revenue obligation of the BORROWER payable solely from the net revenue of the Sanitary Sewer Wastewater system. Payments shall be made from the net revenue of the utility after the payment of the principal and interest on any revenue bonds, notes, warrants or other obligations of the utility having a lien on that net revenue. As used here, "net revenue" means gross revenue minus expenses of maintenance and operations. The BOARD grants the BORROWER the right to issue future bonds and notes that constitute a lien and charge on net revenue superior to the lien and charge of this loan agreement. This option may be used only if the entire project is a domestic water, sanitary sewer, storm sewer or solid waste utility project.

Nothing in this section shall absolve the BORROWER of its obligation to make loan repayments when due, and to adjust rates, fees, or surcharges, if necessary, to meet its obligations under this agreement.

4.09 Recordkeeping and Access to Records

The BOARD, the BOARD's agents, and duly authorized officials of the State shall have full access and the right to examine, copy, excerpt, or transcribe any pertinent documents, papers, records, and books of the BORROWER and of persons, firms, or organizations with which the BORROWER may contract, involving transactions related to this project and this agreement.

The BORROWER agrees to retain all records pertaining to this project and this agreement for a period of six years from the date of project closeout. If any litigation, claim or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

4.10 Reports

The BORROWER, shall furnish the BOARD with quarterly progress reports, a Certified Closeout Amendment and other periodic reports at such times and on such forms as the BOARD may require, pertaining to the activities undertaken pursuant to this agreement. Failure to file periodic reports as requested may result in termination of this agreement as per Section 4.13.

4.11 Indemnification

The BORROWER will defend, protect, indemnify, save, and hold harmless the BOARD, and the state of Washington from and against any and all claims, costs, damages, expenses, or liability for any or all injuries to persons or tangible property, arising from the acts or omissions of the BORROWER or any of its contractors or subcontractors, or any employees or agents in the performance of this agreement, however caused. In the case of negligence of both the BOARD and the BORROWER, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

4.12 Amendments, Modifications, Assignments, and Waivers

BORROWER may request an amendment to this agreement, which does not increase the amount of the loan, for the purpose of modifying the ATTACHMENT I: SCOPE OF WORK or for extending the time of performance as provided for in Section 4.05. Neither this agreement nor any claims arising under this agreement may be transferred or assigned by the BORROWER without prior written consent of the BOARD. No conditions or provisions of this agreement may be waived unless approved by the BOARD in writing. No amendment or modification shall take effect until approved in writing by both the BOARD and the BORROWER and attached hereto.

4.13 Termination for Cause

If the BORROWER fails to comply with the terms of this agreement, or fails to use the loan proceeds only for those activities identified in ATTACHMENT I: SCOPE OF WORK, the BOARD may terminate the agreement in whole or in part at any time. The BOARD shall notify the BORROWER in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Nothing in this section shall affect the BORROWER's obligation to repay the unpaid balance of the loan.

4.14 Termination For Convenience

The BOARD may terminate this agreement in the event that federal or state funds are no longer available to the BOARD, or are not appropriated for the purpose of meeting the BOARD'S obligations under this agreement. Termination will be effective when the BOARD sends written notice of termination to the BORROWER. Nothing in this section shall affect BORROWER obligations to repay the unpaid balance of the loan.

4.15 Governing Law and Venue

This agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this agreement shall be the Superior Court of Thurston County, Washington. The prevailing party is entitled to recover costs in accordance with Washington State Law (Chapter 4.84 RCW).

4.16 Severability

If any provision under this agreement or its application to any person or circumstances is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the agreement which can be given effect without the invalid provision.

4.17 Project Completion and Certified Closeout Amendment

The BORROWER shall initiate a Certified Closeout Amendment when activities identified in ATTACHMENT I: SCOPE OF WORK are complete. The BOARD will supply the BORROWER with the Certified Closeout Amendment documents upon request.

The BORROWER shall provide the following information to the BOARD:

1. A certified statement of the actual dollar amounts spent, from all fund sources, in completing the project as described.
2. A certified statement that the project, as described in the Loan Agreement's Scope of Work, is complete and has been designed/constructed to required standards.
3. Certification that all costs associated with the project have been incurred. Costs are incurred when goods and services are received and/or contract work is performed.
4. Provide status of performance measures identified in ATTACHMENT I: SCOPE OF WORK.
5. In accordance with Section 4.03 of this agreement, the BORROWER will submit, together with the Certified Closeout Amendment, a request for a sum not to exceed the loan amount or refund of any excess loan funds. Any final disbursement shall not occur prior to the completion of all project activities.
6. Repayment of excess loan funds disbursed to the BORROWER must be made within 30 days of completion of the Certified Closeout Amendment.



4.18 Contractor Requirement

The BORROWER shall be responsible to ensure that their contractor(s) are in compliance with the Department of Revenue and the Department of Labor & Industries requirements.

4.19 Audit

Audits of the BORROWER'S project activities may be conducted by the Municipal Division of the State Auditor's Office in accordance with state law and any guidelines the Department of Community, Trade and Economic Development, or its successor, may prescribe. Payment for the audit shall be made by the BORROWER.

4.20 Project Signs

If the BORROWER displays, during the period covered by this agreement, signs or markers identifying those agencies participating financially in the approved project, the sign or marker must identify the Washington State Public Works Trust Fund as a participant in the project.

4.21 Nondiscrimination Provision

During the performance of this contract, the BORROWER shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the BORROWER'S noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the BORROWER may be declared ineligible for further contracts with the BOARD. The BORROWER shall, however, be given a reasonable time in which to cure this noncompliance.

4.22 Historical and Cultural Artifacts

Borrower agrees that Borrower is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural artifacts and agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged as a result of Borrower's public works project funded under this agreement.

The BORROWER agrees that, unless Borrower is proceeding under an approved historical and cultural artifacts monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the BORROWER shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at the Washington State Department of Archaeology and Historic Preservation (DAHP).

The BORROWER shall require this provision to be contained in all contracts for work or services related to ATTACHMENT I: SCOPE OF WORK.

In addition to the requirements set forth in this agreement Borrower agrees to comply with Revised Code of Washington (RCW) 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and, Washington Administrative Code (WAC) 25-48 regarding Archaeological Excavation and Removal Permits.

In addition to the requirements set forth in this agreement Borrower shall, in accordance with Executive Order 05-05, coordinate with DAHP, including any recommended consultation with any affected tribe(s), during project design and prior to construction to determine the existence of any tribal cultural resources affected by the proposed public works project. Borrower agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing pre-requisite to receipt of funds under this agreement.

Borrower agrees to furnish to the Board copies of any monitoring plan or agreement arising from Borrower's coordination and consultation with DAHP or an affected tribe.

Failure by Borrower to fully comply with the requirements set forth in this provision to the satisfaction of the Board shall result in a suspension of loan disbursements or termination of this agreement if not timely cured.

**PART V: SPECIAL CONDITION**

None

**PART VI: SPECIAL ASSURANCES**

The BORROWER assures compliance with all applicable state and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project. Of particular importance are the following:

5.01 Competitive Bidding Requirements

The BORROWER shall comply with the provisions of RCW 43.155.060 regarding competitive bidding requirements for projects assisted in whole or in part with money from the Public Works Trust Fund program.

5.02 Eligible Project Costs

The BORROWER assures compliance with WAC 399-30-030 which identifies eligible costs for projects assisted with Public Works Trust Fund loans.

ATTACHMENT 1: SCOPE OF WORK

PUBLIC WORKS TRUST FUND

*CONSTRUCTION LOAN PROGRAM*

PC08-951-015

Gig Harbor

Wwtp Improvements - Tp Upgrade and Outfall Extensi

Scope of Work:

Pre-Construction activities leading to the planned WWTP improvements include:

1. Amending the currently approved Engineering Report to more accurately describe upcoming WWTP improvements, including both the actual improvements and the revised (accelerated) schedule for constructing these improvements.
2. Design of the WWTP improvements and production of plans, specifications, and cost estimates, resulting in bid documents for the WWTP improvements.
3. Design of the marine outfall improvements and production of plans, specifications, and cost estimates, resulting in bid documents for the marine outfall improvements. Additionally, the previously designed landward outfall improvements will be revised as necessary to complement the marine outfall design.

SCOPE OF WORK  
PC08-951-015

|                                                                                      |                                                                                                                                                                                                                                                           |
|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Revised Performance Measures:</b>                                                 |                                                                                                                                                                                                                                                           |
| <b>REVISED Performance Measure (For Construction and Emergency applicants only):</b> | <i>Describe how the success of the project will be measured. Be sure to identify how the change will be measured, the standard against which the change will be noted, the amount of change that is expected, and when the change will have occurred.</i> |
|                                                                                      | 1. Improve the water quality within Gig Harbor by reducing the TSS and BOD levels.                                                                                                                                                                        |
|                                                                                      | 2. Reduce annual nutrient level to the Harbor.                                                                                                                                                                                                            |
|                                                                                      | 3. Reduce annual power consumption at the Treatment Plant.                                                                                                                                                                                                |

**How is the Measure to be Measured:** *Such as reduce outflow by 20% or Reduce accidents by 5%*

1. Upon project completion the water quality within Gig Harbor will be improved due to the extension of the outfall into Colvos Passage. This will reduce the TSS and BOD levels in the harbor by at least 25%, due to the discharge being relocated to Colvos Passage. Quantifying the reduction is difficult, due to the complex dilution and mixing of the discharge in Colvos Passage, but the 25% estimate is judged to be conservative.
2. Upon project completion, the annual nutrient level in Gig Harbor will be reduced by an estimated 15-20%. Currently, the plant is not designed for nutrient removal, but nutrient removal capability is being incorporated into the plant expansion. Additionally, the harbor water quality will be enhanced by the extension of the outfall into Colvos Passage. Quantifying the reduction is difficult, due to the complex dilution and mixing of the discharge in Colvos Passage, but the 15-20% estimate is judged to be conservative.
3. Upon project completion, the annual power consumption will be reduced from \$75,000 to approximately \$60,000, representing a 15-20% saving.

**When is the Measure going to be Measured:** *Such as measurement will be accomplished after project completion or by the end of a particular year.*

1. Upon Project completion
2. Upon Project completion
3. Upon Project completion

**Date Planned to Complete Performance Measure**  
12/31/2011



SCOPE OF WORK  
Estimated Project Costs:  
 PC08-951-015

| COST CATEGORY                               | REVISED BUDGET         |
|---------------------------------------------|------------------------|
| Engineering Report                          | \$ 135,000.00          |
| Environmental Review                        | \$ 75,000.00           |
| Historical Review<br>(Section 106 or 05-05) | \$ 25,000.00           |
| Land/ROW Acquisition                        | \$ 0.00                |
| Permits                                     | \$ 100,000.00          |
| Public Involvement/Information              | \$ 23,000.00           |
| Bid Documents                               | \$630,000.00           |
| Construction                                | \$10,942,000.00        |
| Other Fees                                  | \$0.00                 |
| Contingency                                 | \$2,090,000.00         |
| Other:                                      | \$ 0.00                |
| Other:                                      | \$ 0.00                |
| Other:                                      | \$ 0.00                |
| Other:                                      | \$0.00                 |
| <b>TOTAL ESTIMATED COSTS</b>                | <b>\$14,020,000.00</b> |

SCOPE OF WORK  
PC08-951-015

Anticipated Funding Sources:

| Type of Funding                    | Source                    | Revised Budget Amount   |
|------------------------------------|---------------------------|-------------------------|
| <i>Grants</i>                      |                           |                         |
| Grant #1                           | PW-07-962-PRE-107         | \$765,000.00            |
| Grant #2                           |                           | \$0.00                  |
| Grant #3                           |                           | \$0.00                  |
| Other Grants<br>(list sources)     |                           | \$0.00                  |
| <i>Total Grants</i>                |                           | <i>765000.00</i>        |
| <i>Loans</i>                       |                           |                         |
| <i>This PWTF Loan Request</i>      | <i>Public Works Board</i> | <i>\$10,000,000.00</i>  |
| Other Loan #1                      |                           | \$0.00                  |
| Other Loan #2                      |                           | \$0.00                  |
| Other Loans<br>(list sources)      |                           | \$0.00                  |
| <i>Total Loans</i>                 |                           | <i>\$10,000,000.00</i>  |
| <i>Local Revenue</i>               |                           |                         |
| Source #1                          | UNK                       | \$3,255,000.00          |
| Source #2                          |                           | \$0.00                  |
| Source #3                          |                           | \$0.00                  |
| Other Local Revenue (list sources) |                           | \$0.00                  |
| <i>Total Local Revenue</i>         |                           | <i>\$3,255,000.00</i>   |
| Other Funds                        |                           | \$0.00                  |
| <i>Total Other Funds</i>           |                           | <i>\$0.00</i>           |
| <i>Summary Totals</i>              |                           |                         |
| <i>Total Funding</i>               |                           | <i>\$ 14,020,000.00</i> |

SCOPE OF WORK

PC08-951-015

Page 5

Calculating Local Percentage:

**Note:** Grant funds **cannot** be counted as local match.

Calculate as follows:

$$\frac{\text{Total Local Revenue}}{\text{PWTF Loan} + \text{Total Local Revenue}} = \text{Local Percentage } \underline{15.0\%}$$

The local contribution must be at least:

|                       |                             |      |
|-----------------------|-----------------------------|------|
| Five percent (5%)     | for a loan interest rate of | 2%   |
| Ten percent (10%)     | for a loan interest rate of | 1%   |
| Fifteen percent (15%) | for a loan interest rate of | 0.5% |



ATTACHMENT II: ATTORNEY'S CERTIFICATION

Public Works Trust Fund

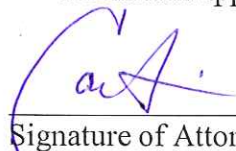
I, CAROL A. MORRIS, hereby certify:

I am an attorney at law admitted to practice in the State of Washington and the duly appointed attorney of the City of Gig Harbor (the BORROWER); and

I have also examined any and all documents and records which are pertinent to the loan agreement, including the application requesting this financial assistance.

Based on the foregoing, it is my opinion that:

1. The BORROWER is a public body, properly constituted and operating under the laws of the State of Washington, empowered to receive and expend federal, state and local funds, to contract with the State of Washington, and to receive and expend the funds involved to accomplish the objectives set forth in their application.
2. The BORROWER is empowered to accept the Public Works Trust Fund financial assistance and to provide for repayment of the loan as set forth in the loan agreement.
3. There is currently no litigation in existence seeking to enjoin the commencement or completion of the above-described public facilities project or to enjoin the BORROWER from repaying the Public Works Trust Fund loan extended by the DEPARTMENT with respect to such project. The BORROWER is not a party to litigation which will materially affect its ability to repay such loan on the terms contained in the loan agreement.
4. Assumption of this obligation would not exceed statutory and administrative rule debt limitations applicable to the BORROWER.

  
Signature of Attorney

2/20/08  
Date

CAROL A. MORRIS  
Name

P.O. Box 948, Peabuck WA 98380  
Address



Subject: Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreements for J. Scott Construction, Inc. - Haub Plat (EN-07-0080)

Proposed Council Action: Approval of the Sanitary Sewer and Stormwater Agreements as presented.

Dept. Origin: Engineering Department

Prepared by: Willy Hendrickson
Engineering Technician

For Agenda of: February 25, 2008

Exhibits: One Sanitary Sewer and one Storm Water Maintenance Agreements

Initial & Date

Concurred by Mayor: [Signature] 2/21/08
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director: N/A
Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values 0, 0, 0.

INFORMATION / BACKGROUND

As a condition of project approval of the Haub Plat located south of Sutherland Court and owned by J. Scott Construction, Inc., a Sanitary Sewer and Storm Water Facilities Maintenance Agreement(s) are required. This will ensure that the sanitary sewer system and storm water system will be constructed, operated and maintained in accordance with all applicable rules and regulations.

FISCAL CONSIDERATION

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

RECOMMENDATION / MOTION

Move to: Approval of the Sanitary Sewer and Stormwater Agreements as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

Document Title(s) (or transactions contained therein):  
Storm Water Facilities Maintenance Agreement and Restrictive Covenant

Grantor(s) (Last name first, then first name and initials)  
J. Scott Construction, Inc.

Grantee(s) (Last name first, then first name and initials)  
City of Gig Harbor

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)  
NE 1/4, Section 6, Township 21, Range 02

Assessor's Property Tax Parcel or Account Number:  
022106-1089

Reference Number(s) of Documents assigned or released: \_\_\_\_\_

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and J. Scott Construction, Inc., a Corporation organized under the laws of the State of Washington, located and doing business at 11507 Steele St. #200 Tacoma, WA 98444 (hereinafter the "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Haub Property, located at Southerland St. & Southerland Ct. (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Barghausen Consulting Engineers, Inc. on 12/19/07 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

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

**T E R M S**

**Section 1. Construction and Maintenance.** Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

**Section 2. No Removal.** No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

**Section 3. Access.** The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

**Section 4. Repairs, Failure of Owner to Maintain.** If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

**Section 5. Cost of Repairs and/or Maintenance.** The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

**Section 6. Notice to City of Repairs and/or Maintenance.** The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

**Section 7. Rights Subject to Permits and Approvals.** The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

**Section 8. Terms Run with the Property.** The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

**Section 9. Notice.** All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Owner:  
J. Scott Construction Inc.  
\_\_\_\_\_  
11507 Steele St. S. #200  
\_\_\_\_\_  
Tacoma WA 98444  
\_\_\_\_\_

**Section 10. Severability.** Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

**Section 11. Waiver.** 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.

**Section 12. Governing Law, Disputes.** Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

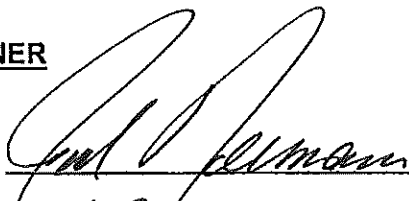
**Section 13. Integration.** This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

THE CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Mayor


OWNER

By:  \_\_\_\_\_  
Its: V.P. \_\_\_\_\_  
Print Name: RICK NEUMANN

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

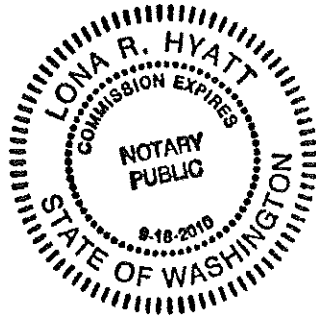
  
\_\_\_\_\_  
City Attorney

NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that RICK A NEUMANN 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 VICE PRESIDENT of J SCOTT CONSTRUCTION, INC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2-8-08



Lona R Hyatt  
Notary Public in and for the  
State of Washington,  
Title: NOTARY  
My appointment expires: 9-18-10



NOTARY BLOCK FOR AN INDIVIDUAL

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 and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

CITY OF GIG HARBOR NOTARY BLOCK

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

I certify that I know or have satisfactory evidence that Charles L. Hunter 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 Mayor 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,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT A  
PROPERTY LEGAL DESCRIPTION**

The South half of the North 10 acres of that portion of the West half of the Northeast quarter of the Northeast quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian, not included in Woodworths Addition to Gig Harbor City, Pierce County, Washington, according to plat recorded in Book 5 of Plats at page 66, in Gig Harbor, Pierce County, Washington.

EXCEPT the East 123 feet thereof.

ALSO EXCEPT any portion thereof lying within the following described parcel:

BEGINNING at the Southeast corner of the North half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

THENCE West 608 feet;

THENCE North 429.2 feet;

THENCE East 304 feet;

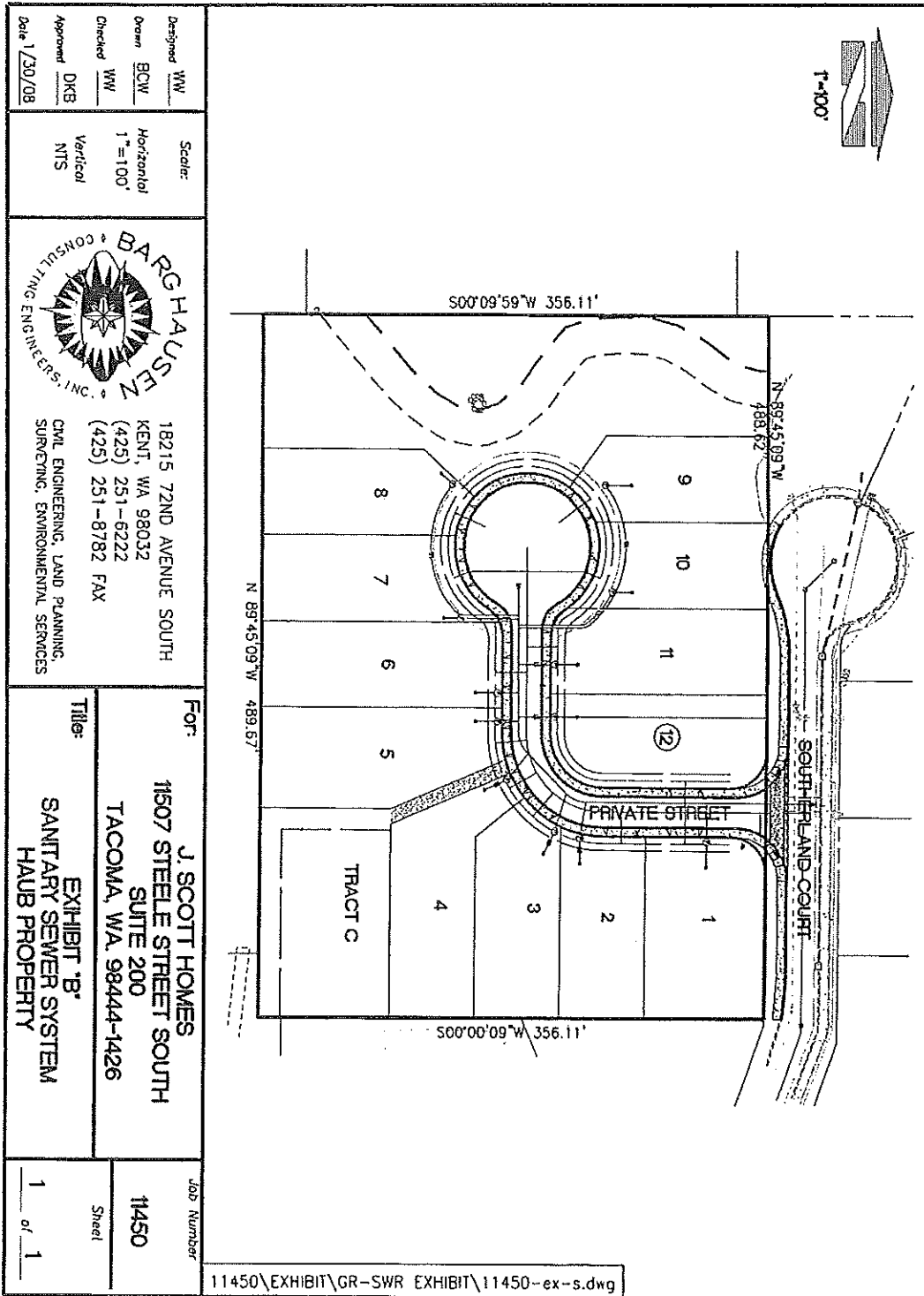
THENCE South 286 feet;

THENCE East 304 feet;

THENCE South 143 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Pierce, State of Washington

**EXHIBIT B  
DRAINAGE SYSTEM DRAWING**



AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

**Document Title(s) (or transactions contained therein):**  
Sanitary Sewer Facilities Easement and Maintenance Agreement

**Grantor(s) (Last name first, then first name and initials)**  
J. Scott Construction, Inc.

**Grantee(s) (Last name first, then first name and initials)**  
City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**  
NE 1/4, Section 6, Township 21, Range 02

**Assessor's Property Tax Parcel or Account Number:** 022106-1089

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

**SANITARY SEWER FACILITIES EASEMENT  
AND MAINTENANCE AGREEMENT**

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and J. Scott Construction, Inc., a Corporation, located and doing business at 11507 Steele Street S. #200 Tacoma, WA 98444 (hereinafter the "Owner").

**RECITALS**

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Haub Property located at Southerland St. and Southerland Ct., (hereinafter the "Property") and legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of Barghausen Consulting Engineers, Inc. dated 12/19/07 (hereinafter the "Plans"), for the Owner's Property, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, the private sanitary sewer will eventually be connected to the City's sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City's access on the Property described in Exhibit A, for the purposes described in this Agreement; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered in to this Easement and Maintenance Agreement, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

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

**TERMS**

**Section 1. Affected Property.** The real property subject to this Agreement is legally described in Exhibit A.

**Section 2. Definitions.** As used in this instrument:

A. The word "plat" refers to the Haub Property, and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Owner, its successors and assigns, in accordance with this Agreement.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land that is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat or the Property. A "substantial beneficial interest" shall include both legal and equitable interests in the Property.

D. The words "Owners' Association" refer to a nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in Exhibit B on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

**Section 3. Maintenance Obligations.** The Owner, its successors, assigns and/or owners of an after-acquired interest in the Property, hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as Exhibit B. The sanitary sewer system shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Agreement, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the sanitary sewer system will be allowed prior to the Community Development Director's written approval.

**Section 4. Notice to City.** The Owner shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system located on the Property described in Exhibit A. No part of the sanitary sewer system shall be dismantled, revised, altered or removed, except as provided hereinabove, and except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications.

**Section 5. Easement for Access.** The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in Exhibit C, attached hereto and incorporated herein by this reference. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the sanitary sewer system on the Property for inspection,

and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

**Section 6. Assignment to an Owners' Association.** In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in **Exhibit A**, the Owner may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owner under this Agreement. Such assignment of the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

**Section 7. Conveyances.** In the event the Owner shall convey its substantial beneficial or fee interest in any property in the Plat, any lot, or the Property, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owner's period of ownership of such Property.

**Section 8. Rights of the City of Gig Harbor.**

A. Execution of this Agreement shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Community Development Director or his/her designee shall give notice to the Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Owner(s) shall perform such work. If the maintenance required by the Director is not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5) days after such notice is mailed, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5) day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the Owner's sanitary sewer system, and to ensure there will be no damage to the City's sanitary sewer system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the Property and undertake the

necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Owner(s).

D. If the City exercises its rights under this Section, then the Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

**Section 9. Indemnification of City.** The Owner(s) agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Owner(s), or arising by reason of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

**Section 10. Rights Subject to Permits and Approvals.** The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Easement and Maintenance Agreement.

**Section 11. Terms Run with the Property.** The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

**Section 12. Notice.** All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:



To the City:

City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Declarant:

J. Scott Construction, Inc.

11507 Steele St. S. #200

Tacoma, WA 98444

**Section 13. Severability.** Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

**Section 14. Waiver.** 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.

**Section 15. Governing Law, Disputes.** Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

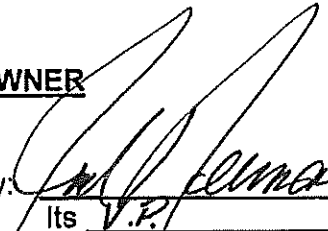
**Section 16. Integration.** This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this 8<sup>th</sup> day of February, 2008.

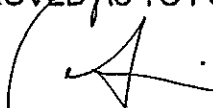
**THE CITY OF GIG HARBOR**

By: \_\_\_\_\_  
Its Mayor

**OWNER**

By:  \_\_\_\_\_  
Its V.P.  
Print Name: RICK NEUMANN

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney  
ATTEST:

\_\_\_\_\_  
City Clerk

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

I certify that I know or have satisfactory evidence that Charles L. Hunter 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 Mayor 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,  
Title: \_\_\_\_\_  
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 RICK ANEUMANN 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 VICE PRESIDENT of J Scott CONSTRUCTION, INC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 7-08-08



Lona R. Hyatt  
Notary Public in and for the  
State of Washington,  
Title: NOTARY  
My appointment expires: 9-18-10

**EXHIBIT A  
PROPERTY LEGAL DESCRIPTION**

The South half of the North 10 acres of that portion of the West half of the Northeast quarter of the Northeast quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian, not included in Woodworths Addition to Gig Harbor City, Pierce County, Washington, according to plat recorded in Book 5 of Plats at page 66, in Gig Harbor, Pierce County, Washington.

EXCEPT the East 123 feet thereof.

ALSO EXCEPT any portion thereof lying within the following described parcel:

BEGINNING at the Southeast corner of the North half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

THENCE West 608 feet;

THENCE North 429.2 feet;

THENCE East 304 feet;

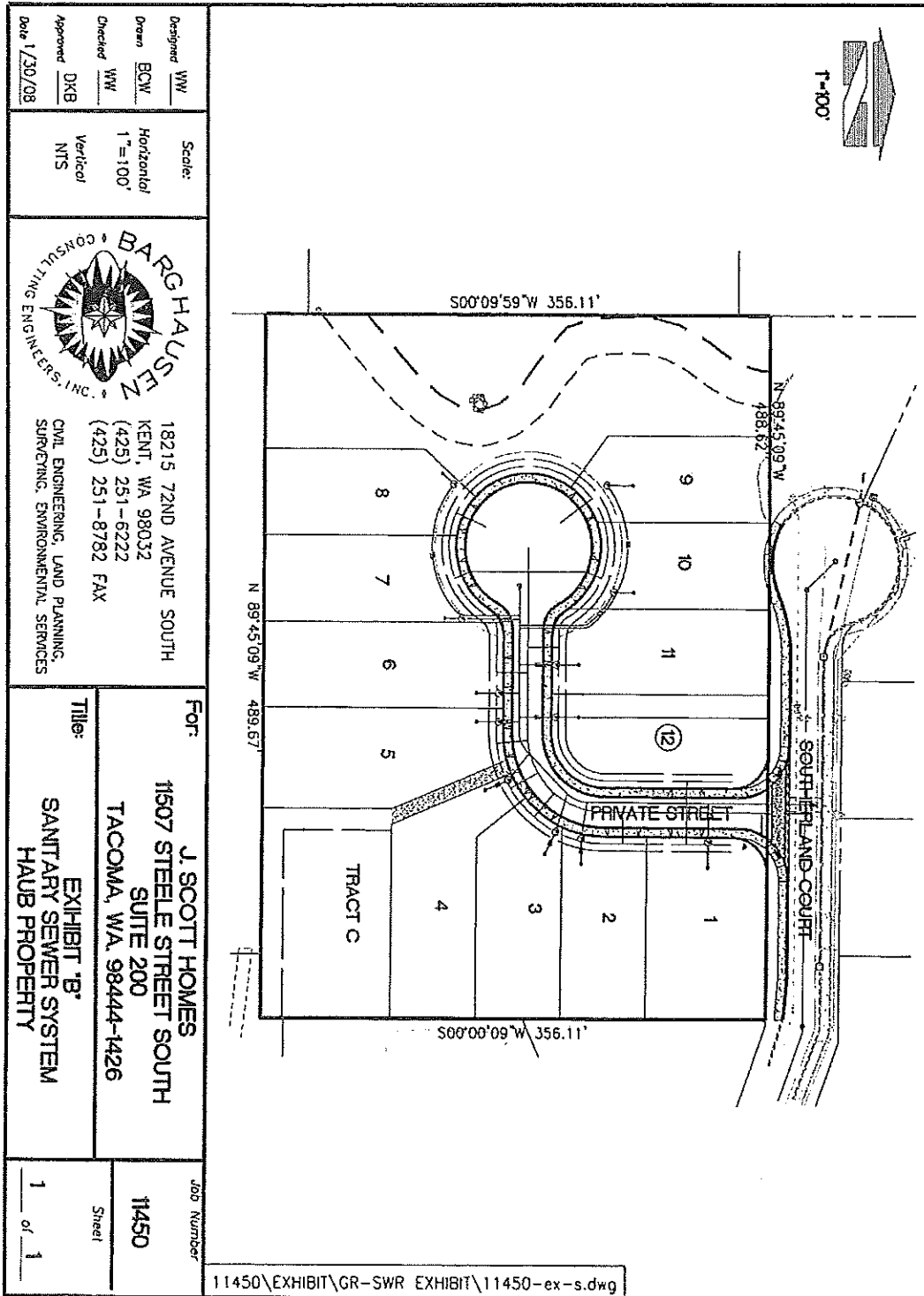
THENCE South 286 feet;

THENCE East 304 feet;

THENCE South 143 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Pierce, State of Washington

**EXHIBIT B  
DRAINAGE SYSTEM DRAWING**



**EXHIBIT C  
EASEMENT LEGAL DESCRIPTION**

The South half of the North 10 acres of that portion of the West half of the Northeast quarter of the Northeast quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian, not included in Woodworths Addition to Gig Harbor City, Pierce County, Washington, according to plat recorded in Book 5 of Plats at page 66, in Gig Harbor, Pierce County, Washington.

EXCEPT the East 123 feet thereof.

ALSO EXCEPT any portion thereof lying within the following described parcel:

BEGINNING at the Southeast corner of the North half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

THENCE West 608 feet;

THENCE North 429.2 feet;

THENCE East 304 feet;

THENCE South 286 feet;

THENCE East 304 feet;

THENCE South 143 feet to the TRUE POINT OF BEGINNING.

Situate in the County of Pierce, State of Washington



AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**  
Storm Water Facilities Maintenance Agreement and Restrictive Covenant

**Grantor(s) (Last name first, then first name and initials)**  
4200 Harborview LLC

**Grantee(s) (Last name first, then first name and initials)**  
City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**  
Section 06, Township 21, Range 02, Quarter 13

**Assessor's Property Tax Parcel or Account Number:** 0221061084

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_



## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and 4200 Harborview LLC, a Limited Liability Corporation organized under the laws of the State of Washington, located and doing business at 6869 Kimball Dr. #101, Gig Harbor WA 98335 (hereinafter the "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Harborview Office Building located at 4221 Harborview Dr. (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of AHBL, dated April 10, 2007 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

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

## TERMS

**Section 1. Construction and Maintenance.** Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

**Section 2. No Removal.** No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

**Section 3. Access.** The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

**Section 4. Repairs, Failure of Owner to Maintain.** If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

**Section 5. Cost of Repairs and/or Maintenance.** The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

**Section 6. Notice to City of Repairs and/or Maintenance.** The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

**Section 7. Rights Subject to Permits and Approvals.** The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

**Section 8. Terms Run with the Property.** The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

**Section 9. Notice.** All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Owner:  
4200 Harborview LLC  
6869 Kimball Dr., #101  
Gig Harbor WA 98335

**Section 10. Severability.** Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

**Section 11. Waiver.** 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.

**Section 12. Governing Law, Disputes.** Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

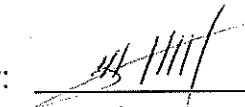
**Section 13. Integration.** This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

**THE CITY OF GIG HARBOR**

By: \_\_\_\_\_  
Its Mayor


**OWNER**

By:  \_\_\_\_\_  
Its: MANAGING MEMBER  
(Owner, President, Managing Member)  
Print Name: JEFF HILL

**ATTEST:**

\_\_\_\_\_  
City Clerk

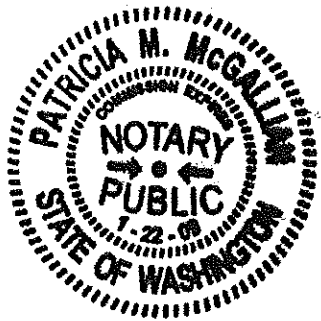
**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that Jeff Hill 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 Managing member of 4200 Harborview LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_



Patricia M. McCallum  
Notary Public in and for the  
State of Washington,  
Title: Permit Coordinator  
My appointment expires: 1-22-2009

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

I certify that I know or have satisfactory evidence that Charles L. Hunter 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 Mayor 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,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

**EXHIBIT A  
PROPERTY LEGAL DESCRIPTION**

Parcel A:

That portion of the South 115 feet of the North 305 feet of the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 6, Township 21 North, Range 2 East of the Willamette Meridian, in Pierce County, Washington, lying between the Burnham-Hunt County Road and State Highway # 14.

Except the East 220 feet of the above described property as measured along the South line thereof.

Parcel B:

A non-exclusive easement for utility purposed only as reserved by instrument recorded December 28, 1979 under Recording No. 2966737, records of Pierce County Auditor;

Situate in the City of Gig Harbor, County of Pierce, State of Washington.





**Subject:** Wastewater Treatment Plant Improvement Project Surveying Services.

**Proposed Council Action:** Approve and execute the Consultant Services Contract.

**Dept. Origin:** Engineering Division

**Prepared by:** Stephen Misiurak, P.E.  
City Engineer

**For Agenda of:** February 25, 2008

**Exhibits:** Consultant Services Contract

Initial & Date

**Concurred by Mayor:**

*CLH 2/20/08*

**Approved by City Administrator:**

**Approved as to form by City Atty:**

*CAm 2/20/08*

**Approved by Finance Director:**

*CF 2/20/08*

**Approved by Department Head:**

|                      |            |                 |             |                        |     |
|----------------------|------------|-----------------|-------------|------------------------|-----|
| Expenditure Required | \$7,774.80 | Amount Budgeted | \$7,000,000 | Appropriation Required | \$0 |
|----------------------|------------|-----------------|-------------|------------------------|-----|

**INFORMATION / BACKGROUND**

The City of Gig Harbor requires surveying services associated with the final design of the City's WWTP Expansion Project. The need for this additional work has become apparent in addressing many of the City's Planning Department requirements.

**FISCAL CONSIDERATION**

Sufficient funds exist within the Sewer Capital to fund this expenditure.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION / MOTION**

**Move to:** Execute this Consultant Services Contract with PriZm, Inc., in the amount not to exceed Seven Thousand Seven Hundred and Seventy-Four Dollars and Eighty Cents (\$7,774.80).



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
PRIZM SURVEYING INC.**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PriZm Surveying, Inc., a corporation organized under the laws of the State of Washington located and doing business at PO Box 110700, Tacoma, WA 98411. (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the Wastewater Treatment Plant Improvement Project 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 February 2008, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work and Estimated Hours and Fees**, 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:

**TERMS**

**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 Seven Thousand Seven Hundred and Seventy-Four Dollars and Eighty Cents (\$7,774.80) 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 – Scope of Work and Estimated Hours and Fees**. 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 forty-five (45) 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 City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

### 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 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 \$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
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a 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 within 10 working days of the City's deductible payment.

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. Under this agreement, the Consultant's insurance shall 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 with respect to defense and indemnity of the City only and no other party. 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 Engineer or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations 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 Engineer or Director of Operations 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:

CONSULTANT:  
PriZm Surveying Inc.  
Attn: Gary D. Letzring, PLS  
PO Box 110700  
Tacoma, WA 98411  
253-404-0983  
Fax 253-404-0984

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

**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.

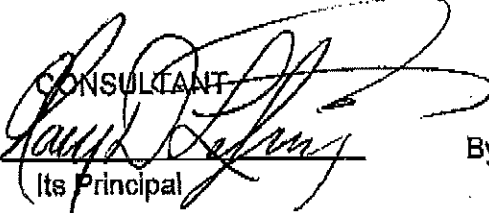
**XVIII. Modification**

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 \_\_\_\_\_, 2008.


By:    
 ~~CONSULTANT~~   
 Its Principal

CITY OF GIG HARBOR   
 By: \_\_\_\_\_   
 Mayor

Notices to be sent to:   
 CONSULTANT:   
 PriZm Surveying Inc.   
 Attn: Gary D. Letzring, PLS   
 PO Box 110700   
 Tacoma, WA 98411   
 253-404-0983   
 Fax 253-404-0984

City of Gig Harbor   
 ATTN: Stephen Misiurak, P.E.   
 City Engineer   
 3510 Grandview Street   
 Gig Harbor, WA 98335   
 (253) 851-6170   
 FAX (253) 853-7597

APPROVED AS TO FORM:



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City Attorney

ATTEST:

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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: \_\_\_\_\_

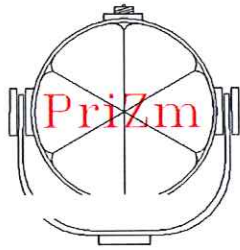
\_\_\_\_\_

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

\_\_\_\_\_

My Commission expires: \_\_\_\_\_





## **PRIZM SURVEYING INC.**

P.O. Box 110700  
Tacoma, WA 98411  
Office: 253-404-0983  
Fax: 253-404-0984

[ablaisdell@prizmsurveying.com](mailto:ablaisdell@prizmsurveying.com)  
[gletzring@prizmsurveying.com](mailto:gletzring@prizmsurveying.com)  
[dpierce@prizmsurveying.com](mailto:dpierce@prizmsurveying.com)

Additional Topographic Surveying Services on the City of Gig Harbors waste water treatment plant located on Harborview Drive.

PriZm Surveying is pleased to provide you with this proposal for additional topographic surveying work on the above referenced project.

### **Task 1 – additional Topographic Survey (Northeast corner and Northwest corner):**

This proposal is to extend the topographic survey area as identified in our January 29, 2007 proposal, already supplemented with additional areas (one in the southwest corner and one north of the existing house). The new focus areas will be per received .pdf images (received 2/11/08) which includes the northwest corner of the subject parcel and the right-of-way of Harborview Drive, adjoining the northeast corner of the subject property. Please note that the right-of-way shown in this location was generated from the original site short plat and appears to be incorrect. In preparing the record of survey of the subject parcels we discovered a discrepancy in the public record, so currently we are attempting to obtain original State right-of-way maps for State Road no. 14, now know as Harborview Drive. The short plat showed 75 feet of right-of-way in this vicinity and it looks like it should only be 70 feet. This gains a little additional area for the property. Hopefully with the state's records and the title report needed for task 2 below, this can be pinned down. Topographic limits will extend 25 feet beyond the site boundaries at the northwest corner and 25 feet northerly along Harborview Drive.

The estimated cost for Task 1 services is \$4,125.00

### **Task 2 – Lot consolidation:**

1. Utilizing existing information from prior work on the subject parcel, complete preliminary research.
2. Perform office research of City of Gig Harbor, Pierce County and other sources for recent relevant surveys performed in the vicinity of the subject property.
3. Coordinate obtaining current Title Report on subject parcels. upon receipt, review and identify (show or note) encumbrances noted within on the final map. Along with the reports legal descriptions of the subject properties. Cost for the title report is estimated to be \$425 (Puget Sound Title Co.) and is considered a reimbursable expense, not included in the estimate below.
4. Create the Lot Consolidation showing the deed boundaries and legal descriptions, the revised single parcel and new overall legal description.
5. Preparation and submittal of the City of Gig Harbor Applications. Some items may be required to submit the application, and may require your or the Cities help. These may include: A) Evidence for adequate water supply / application for city water concurrency determination. B) Evidence of sewer availability / application for city sewer concurrency determination. C) Completed transportation concurrency application and traffic report. It is doubtful that the city will require these items, but they are checklist items for the application.
6. Coordinate with the client on signatures and a submittal fee check (current city fee is \$619.80) the application fee is considered a reimbursable expense, not included in the estimate below.

**Exhibit A – Scope of Work and Estimated Hours and Fees  
PriZm Surveying Inc.**

7. Representation of the project during the City's review.
8. Review of the City comments (if any) with the Client and develop a strategy to deal with the conditions of approval.
9. Posting of the site if required by the City of Gig Harbor.

The estimated cost for Task 2 services is \$2,605.00 and estimate a turnaround time of 2 weeks to project submittal from the date of authorization.

The Client will pay all costs of title reports, filing fees, and other governmental fees and assessments not specifically identified within this proposal.

PriZm Surveying will perform additional services beyond the basic scope of work upon your request. No extra work will be undertaken without your prior authorization. Revisions to work completed or in progress, requested by you or your agents through no fault of PriZm Surveying, will be considered extra services for which additional compensation is due. If you require a written proposal and authorization for additional services, this should be addressed at the time the work is requested.

PriZm Surveying does not guarantee the final approval by any reviewing agencies for projects described herein.

Any part of this proposal is negotiable pending your particular survey requirements. Should you desire additional services beyond the scope above our regular hourly rates are as follows:

- 2-man survey crew                      \$135 an hour
- GPS survey crew                         \$150 an hour
- Licensed Land Surveyor                \$100 an hour
- Survey Technician                        \$85 an hour

We look forward to working with you, and if you have any questions or comments regarding this proposal, please call me at (253) 404-0983.

Sincerely,

Gary D. Letzring, P.L.S.  
Member:  
Land Surveyor's Association of Washington,  
National Society of Professional Land Surveyors,  
American Congress on Surveying and Mapping

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Exhibit A - Scope of Work and Estimated Hours and Fees

| TIME & MATERIALS BREAKDOWN          |                 |       |         |         |
|-------------------------------------|-----------------|-------|---------|---------|
| Task 1 - WWTP Additional Topography |                 |       |         |         |
| Description                         | Estimated Hours | Rate  | Cost    | Total   |
| 2 Person Survey Crew                | 18              | \$135 | \$2,430 | \$2,430 |
| Licensed Land Surveyor              | 4.5             | \$100 | \$450   | \$2,880 |
| Survey Technician                   | 8               | \$85  | \$680   | \$3,560 |
| Administrative                      | 2               | \$20  | \$40    | \$3,600 |
| Equipment, Supplies, Overhead       |                 |       | \$525   | \$4,125 |

Exhibit A - Scope of Work and Estimated Hours and Fees

| TIME & MATERIALS BREAKDOWN    |                 |       |         |         |
|-------------------------------|-----------------|-------|---------|---------|
| Task 2 - Lot Consolidation    |                 |       |         |         |
| Description                   | Estimated Hours | Rate  | Cost    | Total   |
| 2 Person Survey Crew          | 0               | \$135 | \$0     | \$0     |
| Licensed Land Surveyor        | 8               | \$100 | \$800   | \$800   |
| Survey Technician             | 18              | \$85  | \$1,530 | \$2,330 |
| Administrative                | 2               | \$20  | \$40    | \$2,370 |
| Equipment, Supplies, Overhead |                 |       | \$235   | \$2,605 |

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20080531

| LICENSEE                                                 | BUSINESS NAME AND ADDRESS                                                              | LICENSE NUMBER | PRIVILEGES                                             |
|----------------------------------------------------------|----------------------------------------------------------------------------------------|----------------|--------------------------------------------------------|
| 1 WATER TO WINE L.L.C.                                   | WATER TO WINE<br>9014 PEACOCK HILL AVE STE 103A<br>GIG HARBOR WA 98332 0000            | 088772         | BEER/WINE SPECIALTY SHOP                               |
| 2 COSTCO WHOLESALE CORPORATION                           | COSTCO WHOLESALE #624<br>10990 HARBOR HILL DR<br>GIG HARBOR WA 98335 0000              | 402117         | GROCERY STORE - BEER/WINE<br>GROCERY STORE - BEER/WINE |
| 3 FRATERNAL ORDER OF EAGLES<br>GIG HARBOR AERIE NO. 2809 | FRATERNAL ORDER OF EAGLES GIG HARBOR 2809<br>BURNHAM DR NW<br>GIG HARBOR WA 98335 0000 | 360395         | PRIVATE CLUB - SPIRITS/BEER/WINE<br>NON-CLUB EVENT     |
| 4 STOUT, PYONG SUK                                       | TOKYO TERIYAKI<br>3111 JUDSON ST<br>GIG HARBOR WA 98335 1221                           | 085327         | BEER/WINE REST - BEER/WINE                             |
| 5 GIG HARBOR PHARMACY, INC.                              | JUDSON STREET CAFE<br>3114 JUDSON ST<br>GIG HARBOR WA 98335 1222                       | 085495         | BEER/WINE REST - BEER/WINE<br>OFF PREMISES             |
| 6 J & S IRON CORP                                        | HOT IRON 750<br>5500 OLYMPIC DR NW STE A-109<br>GIG HARBOR WA 98335 1489               | 400916         | BEER/WINE REST - BEER/WINE                             |
| 7 VANILLA BEAN, LLC                                      | GOURMET ESSENTIALS<br>5500 OLYMPIC DR #I 102<br>GIG HARBOR WA 98335 1491               | 078110         | BEER/WINE SPECIALTY SHOP                               |
| 8 HARBOR GREENS, LLC                                     | HARBOR GREENS<br>5225 OLYMPIC DR NW<br>GIG HARBOR WA 98335 1763                        | 400986         | GROCERY STORE - BEER/WINE                              |

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 2/04/88 *Consent Agenda - 13*

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20080531

| LICENSEE                 | BUSINESS NAME AND ADDRESS                                      | LICENSE NUMBER | PRIVILEGES                                                     |
|--------------------------|----------------------------------------------------------------|----------------|----------------------------------------------------------------|
| 9 DYLAN ENTERPRISES INC. | TIDES TAVERN<br>2925 HARBORVIEW DR<br>GIG HARBOR WA 98335 1910 | 356387         | SPIRITS/BR/WN REST LOUNGE -<br>OFF PREMISES-PRIVATE LABEL WINE |





**Subject:** Additional Wetland Survey, Report, And Supplemental Outfall Reports, Consultant Services Contract for Grette Associates, LLC.

**Proposed Council Action:** Approve and Execute the Consultant Services Contract Amendment.

**Dept. Origin:** Engineering Division

**Prepared by:** Stephen Misiurak, P.E.  
City Engineer

**For Agenda of:** February 25, 2008

**Exhibits:** Consultant Services Contract

|                                          |                |
|------------------------------------------|----------------|
|                                          | Initial & Date |
| <b>Concurred by Mayor:</b>               | _____          |
| <b>Approved by City Administrator:</b>   | _____          |
| <b>Approved as to form by City Atty:</b> | _____          |
| <b>Approved by Finance Director:</b>     | _____          |
| <b>Approved by Department Head:</b>      | _____          |

|                          |                          |                |
|--------------------------|--------------------------|----------------|
| Expenditure              | Amount                   | Appropriation  |
| Required     \$12,558.50 | Budgeted     \$7,000,000 | Required     0 |

**INFORMATION / BACKGROUND**

In order to satisfy City Planning Department Requirements, additional field investigations and reports must be prepared.

**FISCAL CONSIDERATION**

Sufficient funds exist within the Sewer Capital to fund this expenditure.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION / MOTION**

**Move to:** Execute this Consultant Services Contract Amendment with Grette Associates, LLC in the amount not to exceed Twelve Thousand Five Hundred Fifty-Eight Dollars and Fifty Cents (\$12,558.50).

**FIRST AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GRETTE ASSOCIATES, LLC**

THIS FIRST AMENDMENT is made to the AGREEMENT, dated February 25, 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Grette Associates, LLC, a limited liability corporation organized under the laws of the State of Washington, located and doing business at 2102 North 30<sup>th</sup> Street, Tacoma, WA 98403 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the Wastewater Treatment Plant Expansion and Sewer Outfall Expansion Projects and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on January 14, 2008, (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

Section 1. **Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Work**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

Section 2. **Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Forty-Four Thousand, Four Hundred Ninety-Six Dollars and Fifty Cents (\$44,496.50). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

Section 3. **Amendment to Duration of Work.** Section IV of the Agreement is amended to require the tasks described in **Exhibit A** to begin immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2008; provided however, that additional time shall be granted by the City for excusable days or extra work.

Section 4. **Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

THE CITY OF GIG HARBOR

By: \_\_\_\_\_  
Its Principal

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

Notices to be sent to:  
CONSULTANT:  
Grette Associates, LLC  
ATTN: Matthew Boyle, Principal Biologist  
2102 North 30<sup>th</sup> Street  
Tacoma, WA 98403  
(253) 573-9300

City of Gig Harbor  
Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON        )  
                                          ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ LLC, 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 Charles L. Hunter 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 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 - Scope of Work



**Grette Associates**<sup>LLC</sup>  
 ENVIRONMENTAL CONSULTANTS

**TO:** Tom Dolan  
 City of Gig Harbor  
 3510 Grandview  
 Gig Harbor, WA 98335

**Date:** 2/13/08  
**Project Number:** 250.003  
**Project Name:** Sewage Plant Wetland and  
 Stream Assessment – Scope  
 Addendum

Phone 253.853.7615  
 Fax 253.858.6408

**Project Manager:** Mike Laves

**SENT VIA:**

Mail  
 Fax

Hand Delivered  
 Email

**DESCRIPTION OF WORK:**

**Task 600 – Critical Fish and Wildlife Habitat Assessment**

Grette Associates will assess critical Fish and Wildlife Habitat Conservation Areas (FWHCA) within three hundred feet of the project area. A Habitat Management Plan addressing any FWHCA will be included within the wetland and stream assessment report. An estimated budget for Task 600 is as follows:

| Staff                 | Rate     | Units | Total             |
|-----------------------|----------|-------|-------------------|
| Biologist I           | \$82.00  | 40    | \$3,280.00        |
| Principal Biologist   | \$150.00 | 4     | \$600.00          |
| Bridge Toll           | \$3.00   | 1     | \$3.00            |
| Mileage               | \$0.55   | 30    | \$16.50           |
| Administrative        | \$67.00  | 1     | \$67.00           |
| <b>TOTAL TASK 600</b> |          |       | <b>\$3,966.50</b> |

**Task 700 – Significant Vegetation Mapping, Significant Vegetation Mapping Plan, and Tree Retention Plan**

Grette Associates will map significant vegetation within the Subject Property using GPS. Once, field work is complete, Grette Associates will prepare a significant vegetation plan which accurately identifies the species, size and location of all significant vegetation within the property subject to the application. In addition, Grette associates will prepare a Tree Retention Plan, which will include a landscape plan showing the species, size and location of all significant natural vegetation to be retained on the property. An estimated budget for Task 700 is as follows:

| Staff                 | Rate     | Units | Total             |
|-----------------------|----------|-------|-------------------|
| Biologist I           | \$82.00  | 50    | \$4,100.00        |
| Principal Biologist   | \$150.00 | 2     | \$300.00          |
| Mileage               | 0.55     | 60    | \$33.00           |
| Bridge Toll           | \$3.00   | 2     | \$6.00            |
| GPS                   | \$200.00 | 2     | \$400.00          |
| Administrative        | \$67.00  | 1     | \$67.00           |
| <b>TOTAL TASK 700</b> |          |       | <b>\$4,906.00</b> |

2102 North 30<sup>th</sup> Street, Ste. A Tacoma, WA 98403 Ph: 253.573.9300 Fx: 253.573.9321

250.003 Addendum  
2/13/08

**Task 800 – Landscaping Plan**

Grette Associates will prepare a landscaping plan in accordance with the City’s Design Manual. The landscape plan will include a site plan and planting schedule. An estimated budget for Task 800 is as follows:

| Staff                 | Rate     | Units | Total             |
|-----------------------|----------|-------|-------------------|
| Biologist I           | \$82.00  | 40    | \$3,280.00        |
| Principal Biologist   | \$150.00 | 2     | \$300.00          |
| Mileage               | 0.55     | 60    | \$33.00           |
| Bridge Toll           | \$3.00   | 2     | \$6.00            |
| Administrative        | \$67.00  | 1     | \$67.00           |
| <b>TOTAL TASK 800</b> |          |       | <b>\$3,686.00</b> |

TIME AND EXPENSE

Estimated Amount: \$12,558.50

**CLIENT AUTHORIZATION:**

The undersigned authorizes the above requested services and agrees to pay for these services within 30 days of receiving the invoice. Failure of payment within the specified 30-day period will result in a late payment penalty of a \$67.00 processing fee and an interest charge of 2% of the past due amount levied at each subsequent invoice cycle.

In consideration of Consultant's agreement to perform the services set forth above, Client and Consultant agree to limit the liability of Consultant to Client, and to all other persons or entities, arising from professional acts, errors, or omissions of Consultant, and for liability arising out of or relating to this contract, such that the total aggregate liability of Consultant, including attorneys fees awarded pursuant to this Agreement, that all those named shall not exceed \$50,000 or the total fee of Consultant for the services rendered under this agreement, whichever is greater.

This contract will expire if it remains unexecuted for 60 days after the above listed date. If client wishes to pursue this work after 60 days' time, Grette Associates staff may issue a new contract based current workload availability and rate status.

This agreement may be terminated at any time by the Client upon written notice to the Consultant, or by the Consultant upon written notice to the Client. In the event of such termination by the Client, the Client shall pay to the Consultant all costs of work performed to the date of termination.

Client Name City of Gig Harbor Date \_\_\_\_\_

Signature \_\_\_\_\_  
Tom Dolan

Grette Associates \_\_\_\_\_ Date \_\_\_\_\_

*Matthew Boyle, Principal Biologist*  
GRETTE ASSOCIATES, LLC

Cc: Accounting





**Business of the City Council  
City of Gig Harbor, WA**

**Old Business - 1**

**Subject: Ordinance Increasing Water General Facility Charges.**

**Proposed Council Action:**

Adopt ordinance increasing water general facility charges.

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: February 25, 2008

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: CLH 2/20/08  
 Approved by City Administrator: \_\_\_\_\_  
 Approved as to form by City Atty: CAM 2/20/08  
 Approved by Finance Director: DR 2/20/08  
 Approved by Department Head: \_\_\_\_\_

| Expenditure | Amount     | Appropriation |
|-------------|------------|---------------|
| Required 0  | Budgeted 0 | Required 0    |

**INFORMATION / BACKGROUND**

This is an ordinance increasing the charge for connecting to the city's water system. This charge is referred to as a "General Facility Charge (GFC)." The increase is based on a study performed by Peninsula Financial Consulting. The GFC was last increased in May 2002.

**FISCAL CONSIDERATION**

Based on the 2007 General Facility Charge Study performed by Peninsula Financial Consulting, we are recommending water GFC increases as reflected below:

| Meter Size | General Facilities Charge |
|------------|---------------------------|
| 3/4"       | \$3,740 \$6,180           |
| 1"         | \$6,250 \$10,320          |
| 1-1/2"     | \$12,450 \$20,580         |
| 2"         | \$19,930 \$32,940         |
| Over 2"    | Negotiable                |

With annual growth of 200 new 3/4" connections this fee increase will generate an additional \$488,000 in revenue for the water system.

**RECOMMENDATION / MOTION**

**Move to:** Pass ordinance after third reading.



**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER CONNECTION AND GENERAL FACILITY CHARGES ("GFC") (WHICH ARE DIFFERENT TERMS FOR THE SAME CHARGE), INCREASING THE WATER GFC CHARGE TO BE PAID BY THE PROPERTY OWNER AT THE TIME OF CONNECTION WITH THE CITY'S WATER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON WATER GENERAL FACILITIES CHARGES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.04.080.**

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WHEREAS, the City has recently commissioned a study to be made of its water system facilities, in order to analyze the Water General Facilities Charge; and

WHEREAS, the Water General Facilities Charge was last reviewed and set May 13, 2002; and

WHEREAS, this study, titled "The 2007 GFC and Rate Study", performed by Peninsula Financial Consulting, provided the data for the Council's review of the existing GFC rates in this Ordinance; and

WHEREAS, the City will no longer charge 1.5 times city rates for hook-up outside city limits, and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the 2007 GFC and Rate Study demonstrated that an increase in the water GFC rates was warranted; and

WHEREAS, the City Council held a public hearing on the connection fee increase proposed by this ordinance on January 28, 2008, Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 13.04.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**13.04.080. Water system hook-up general facility charge.**

A. The City shall charge the following fees to connect to the water utility system:

| Meter Size | Capacity Factor(s) | <u>General Facility Charge</u> |                  |
|------------|--------------------|--------------------------------|------------------|
|            |                    | <u>Hook-up Fee</u>             |                  |
| 3/4"       | 1.0                | \$ 3,740.00                    | <u>6,180.00</u>  |
| 1"         | 1.67               | 6,250.00                       | <u>10,320.00</u> |
| 1-1/2"     | 3.33               | 12,450.00                      | <u>20,580.00</u> |
| 2"         | 5.33               | 19,930.00                      | <u>32,940.00</u> |
| Over 2"    |                    | Negotiable                     |                  |

B. Any remodel and/or use change shall pay the difference between the new use and/or size of the previous use and/or size. No refund shall be allowed for use and/or size reduction.

~~C. Water system hook-up outside the city limits shall be charged at 1.5 times the city rates.~~

Section 3. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 4. Effective Date. This ordinance and the increase's in the connection fee's adopted in 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 Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris, City Attorney

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:



Business of the City Council
City of Gig Harbor, WA

Old Business - 2

Subject: Ordinance Increasing Sewer General Facility Charges.

Proposed Council Action:

Adopt ordinance increasing sewer general facility charges.

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: February 25, 2008

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: CLH 2/20/08
Approved by City Administrator:
Approved as to form by City Atty: CAM 2/20/08
Approved by Finance Director: CR 2/20/08
Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

This is an ordinance increasing the charge for connecting to the city's sewer system. This charge is referred to as a "General Facility Charge (GFC)." The increase is based on a study performed by Peninsula Financial Consulting. The GFC was last increased in May 2002.

FISCAL CONSIDERATION

Based on the 2007 General Facility Charge Study performed by Peninsula Financial Consulting, we are recommending the sewer GFC be increased from \$3,050 through \$3,390 depending on the zone, to \$8,790 across all zones.

With annual growth of 200 new connections this fee increase will generate an additional \$1,100,000 in revenue for the sewer system.

RECOMMENDATION / MOTION

Move to: Pass ordinance after third reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER CONNECTION AND GENERAL FACILITIES CHARGES ("GFC") (WHICH ARE DIFFERENT TERMS FOR THE SAME CHARGE), INCREASING THE SEWER GFC CHARGE TO BE PAID BY THE PROPERTY OWNER AT THE TIME OF CONNECTION WITH THE CITY'S WATER UTILITY SYSTEM, CONSISTENT WITH THE CITY'S RECENTLY ADOPTED STUDY ON SEWER GENERAL FACILITIES CHARGES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.32.060.**

---

WHEREAS, the City has recently commissioned a study to be made of its water facility system, in order to analyze the basis for the existing Sewer General Facilities Charge (GFC) (also known as the "sewer connection fee" or "hook-up fee"); and

WHEREAS, the Sewer GFC was last reviewed and recalculated on May 13, 2002; and

WHEREAS, this study, titled the 2007 GFC and Rate Study, performed by Peninsula Financial Consulting, provided the data for the Council's review of the existing GFC rates in this Ordinance; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the 2007 GFC and Rate Study demonstrated that an increase in the sewer GFC's rates was warranted; and

WHEREAS, the City Council held a public hearing on the water GFC rate increase proposed by this ordinance on January 28, 2008, Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,  
ORDAINS AS FOLLOWS:

Section 1. Section 13.32.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**13.32.060 Connection fees Sewer General Facilities Charges.**

A. The city shall impose a the following connection fees Sewer General Facilities Charge of \$8,790 per equivalent residential unit to connect to the sewer system.:

1. ~~Zone A includes all properties which participated in the city's Sewer Utility Local Improvement District No. 1 (ULID No. 1), as described in Ordinance 169 establishing ULID No. 1. The connection fee General Facilities Charge for Zone A is \$3,250 \_\_\_\_\_ per equivalent residential unit (ERU).~~

2. ~~Zone B includes all properties which participated in the city's Sewer Utility Local Improvement District No. 2 (ULID No. 2), as described in Ordinance 515 establishing ULID No. 2. The connection fee General Facilities Charge for Zone B is \$3,070 \_\_\_\_\_ per equivalent residential unit (ERU).~~

3. ~~Zone C includes all property participating in the city's Sewer Utility Local Improvement District No. 3 (ULID No. 3), as described in Ordinance 617 establishing ULID No. 3 and additional property within Canterwood Subdivision Divisions 4 through 12 which is included in Canterwood's sewer capacity/utility extension agreement but not specifically included in ULID No. 3. The connection fee General Facilities Charge for Zone C is \$3,050 \_\_\_\_\_ per equivalent residential unit (ERU).~~

4. ~~The connection fee General Facilities Charge for all property not described in the above zones to which sewer service is extended is \$3,390 per equivalent residential unit (ERU).~~

B. The method/formula for determining the basic hook-up charge General Facilities Charge adjustment shall be: (basic hook-up charge GFC/ERU) (number of ERUs) = total hook-up-charge GFC. The below assignment of equivalent residential units (ERUs) to classes of service shall be used. The ERU assignment shall be applied on a proportionate basis.

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

|                                                                                            |                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. Home business (residential primary use)                                                 | 1 ERU                                                                                                                                                                                                                                                                                                                    |
| Non-residential                                                                            |                                                                                                                                                                                                                                                                                                                          |
| 6. High schools, junior high schools and community colleges                                | 1 ERU per 24 students                                                                                                                                                                                                                                                                                                    |
| 7. Elementary schools, preschools, day care                                                | 1 ERU per 54 students                                                                                                                                                                                                                                                                                                    |
| 8. Churches                                                                                | 1 ERU per 150 seats                                                                                                                                                                                                                                                                                                      |
| - if parsonage                                                                             | 1 ERU additional                                                                                                                                                                                                                                                                                                         |
| - if weekday child care or church school                                                   | 1 ERU per 54 students additional                                                                                                                                                                                                                                                                                         |
| 9. Hospitals – General                                                                     | 1 ERU per bed                                                                                                                                                                                                                                                                                                            |
| 10. Convalescent/rest homes                                                                | 1 ERU per 2 beds                                                                                                                                                                                                                                                                                                         |
| 11. Hotels, motels                                                                         | 1 ERU per 2 rooms                                                                                                                                                                                                                                                                                                        |
| - if quality restaurant                                                                    | 1 ERU per 8 seats additional                                                                                                                                                                                                                                                                                             |
| 12. Quality restaurants                                                                    | 1 ERU per 8 seats                                                                                                                                                                                                                                                                                                        |
| 13. Fast food                                                                              | 1 ERU per 9 seats                                                                                                                                                                                                                                                                                                        |
| 14. Tavern                                                                                 | 1 ERU per 15 seats                                                                                                                                                                                                                                                                                                       |
| 15. Service stations (without car wash)                                                    | 2 ERUs                                                                                                                                                                                                                                                                                                                   |
| 16. Car wash                                                                               |                                                                                                                                                                                                                                                                                                                          |
| - Wand                                                                                     | 1.5 ERUs per stall                                                                                                                                                                                                                                                                                                       |
| - Rollover                                                                                 | 7.0 ERUs                                                                                                                                                                                                                                                                                                                 |
| - Tunnel                                                                                   | 7.5 ERUs                                                                                                                                                                                                                                                                                                                 |
| 17. Laundromats                                                                            | 1 ERU per machine or actual or projected flow calculations approved by the city engineer. See subsection D of this section for more information about actual and projected flows.                                                                                                                                        |
| 18. Commercial (commercial shall include all classes not otherwise included in this table) | 1 ERU per 1,600 sq. ft. or less of interior floor space. For commercial establishments in excess of 1,600 sq. ft. of interior floor space, the city may use actual or projected flow calculations approved by the city engineer. See subsection D of this section for more information about actual and projected flows. |

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

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

|     |                                                                                                                                                            |                                                                                                                                         |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| 19. | Light industrial waste with<br>a) 30 lbs to 200 lbs of S.S. per day, or<br>b) 30 lbs to 200 lbs of BOD per day, and<br>c) less than 10,000 gallons per day | Based on projected average monthly flows during peak season – 700 cu. ft. If projected flows are unknown then basis is same as Class 16 |
| 20. | Heavy industrial waste with more than<br>a) 200 lbs of BOD per day, or<br>b) 200 lbs of S.S. per day, or<br>c) 10,000 gallons or more per day              | Same as Class 17 1 ERU per machine.                                                                                                     |

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

D. Where actual or projected flows are used, the minimum ~~connection fee~~ General Facilities Charge shall not be less than one equivalent residential unit. If projected flow calculations are used, the ~~connection fee~~ General Facilities Charge shall be adjusted after the first year of operation of the establishment to reflect actual flow usage in the event the flows were underestimated. If projected flow calculations are proposed, it shall be the responsibility of the applicant to provide the engineered water consumption or other information necessary to determine the sewer flow, expressed in gallons per day (GPD).

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 3. Effective Date. This ordinance and any increase in the General Facilities Charges adopted in 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 Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 2008.



\_\_\_\_\_  
Charles L. Hunter, Mayor

**ATTEST/AUTHENTICATED:**

By: \_\_\_\_\_  
Molly Towslee, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Carol A. Morris, City Attorney

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:



**Subject: Ordinance Increasing Storm Water General Facility Charges.**

**Proposed Council Action:**

Adopt ordinance increasing storm water general facility charges.

Dept. Origin: Finance

Prepared by: David Rodenbach

For Agenda of: February 25, 2008

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

*DRH 2/20/08*

Approved by City Administrator:

*CAM 2/20/08*

Approved as to form by City Atty:

*DR 2/20/08*

Approved by Finance Director:

Approved by Department Head:

|                      |   |                 |   |                        |   |
|----------------------|---|-----------------|---|------------------------|---|
| Expenditure Required | 0 | Amount Budgeted | 0 | Appropriation Required | 0 |
|----------------------|---|-----------------|---|------------------------|---|

**INFORMATION / BACKGROUND**

This is an ordinance establishing a General Facility Charge (GFC) for connecting to the city's storm water system. The GFC is based on a study performed by Peninsula Financial Consulting in 2007.

**FISCAL CONSIDERATION**

Based on the 2007 General Facility Charge Study, we are recommending a storm water GFC of \$1,300 per residential equivalent billing unit. An "equivalent billing unit" is defined as 2,200 square feet of impervious ground cover and/or a single-family dwelling.

With annual growth of 200 new eru's this fee increase will generate an additional \$260,000 in revenue for the storm water system.

**RECOMMENDATION / MOTION**

**Move to:** Pass ordinance after third reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STORM WATER GENERAL FACILITIES CHARGES (“GFC”) IMPOSING A ONE-TIME GFC CHARGE TO BE PAID BY THE PROPERTY OWNER AT THE TIME NEW DEVELOPMENT IS CONNECTED TO THE CITY’S STORM WATER SYSTEM, CONSISTENT WITH THE CITY’S RECENTLY ADOPTED STUDY ON STORM WATER GENERAL FACILITIES CHARGES; ADDING A NEW SECTION 14.10.055 TO THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, the state law authorizing the City to construct “systems of sewerage” and to “fix, alter, regulate and control the rates and charges for their use” allows the City to pay for improvements to its storm drainage system by imposing general facilities charges (GFC’s) on property owners when the City issues development permits, which charges are based on the amount of impervious surface on property (RCW 35.67.020; *Tapps Brewing, Inc. v. City of Sumner*, 106 Wn. App. 79, 22 P.3d 280 (2001)); and

WHEREAS, the City has recently commissioned a study to be made of its storm water facility system, in order to determine whether the City should be imposing a storm water general facilities charge (“GFC”); and

WHEREAS, this study, titled the 2007 GFC and Rate Study, performed by Peninsula Financial Consulting, provided the data for the Council’s review of the GFC charges in this Ordinance; and

WHEREAS, the City’s SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the 2007 GFC and Rate Study demonstrated that the City should be charging a storm water GFC to cover the cost of improvements to the City's storm water drainage system and

WHEREAS, the City Council held a public hearing on the storm water GFC rate increase proposed by this ordinance on January 28, 2008, Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,  
ORDAINS AS FOLLOWS:

Section 1. A new Section 14.10.055 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**14.10.055. Storm Water System General Facilities Charges.**

The method/formula for determining the general facility charge shall be: (number of equivalent billing units times \$1,300 = total general facility charge). The City shall require payment of the following general facilities charges from a property owner in order to obtain a development permit:

|                                    |                          |
|------------------------------------|--------------------------|
| 1 equivalent billing unit          | \$1,300                  |
| 2 equivalent billing units         | \$2,600                  |
| 3 equivalent billing units         | \$3,900                  |
| 4 or more equivalent billing units | As calculated in formula |

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

Section 3. Effective Date. This ordinance and any increase in the General Facilities Charges adopted in 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 Council and approved by the Mayor of the City of Gig Harbor this \_\_th day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Carol A. Morris, City Attorney

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:



**Subject:** Gig Harbor Arts Commission  
- Recommendation for 2008 Grant Awards

**Proposed Council Action:**  
Authorize the award of the attached 2008 Grant agreements for the 2008 Gig Harbor Arts Commission Project Support Program for a combined total amount of \$30,000.00.

**Dept. Origin:** Gig Harbor Arts Commission

**Prepared by:** Bob Sullivan, Chair

**For Agenda of:** February 25, 2008

**Exhibits:** 13 GHAC Grant Agreements

Initial & Date

**Concurred by Mayor:** CSH 2/19/08  
**Approved by City Administrator:** \_\_\_\_\_  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** DR 2/19/07  
**Approved by Department Head:** \_\_\_\_\_

| Expenditure       | Amount            | Appropriation |
|-------------------|-------------------|---------------|
| Required \$30,000 | Budgeted \$31,500 | Required 0    |

**INFORMATION / BACKGROUND**

A budgeted objective for 2008 authorized to continue the Arts Commission Project Support Program to provide funding through grants to arts and cultural organizations that provide events for the benefit of the Gig Harbor community.

The response to the annual 2008 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.

Fifteen grant applications, totaling \$45,047 in requests, were submitted and reviewed by the City of Gig Harbor Arts Commission (GHAC) on February 7, 2008. The applications were evaluated according to the criteria set forth in the 2008 Grant Guidelines. Thirteen grant applications were selected and recommended for funding.

The results are as follows:

- \$ 600 Independent Group of Artists – “Drawing You In” summer program
- \$3000 Gig Harbor Film Festival – Gig Harbor Film Festival
- \$1000 Gig Harbor Gallery Association – Art Walk Branding and Marketing
- \$2000 Peninsula Art League – 6<sup>th</sup> Annual PAL Open Juried Art Exhibition
- \$3000 Gig Harbor Farmers Market – Music at the Markets

- \$1460 The Performance Circle – Summer Arts Camps
- \$1440 Harbor History Museum – “On Shore & On Board: Contributions of Gig Harbor’s Women to the Commercial Fishing Industry”
- \$3000 Encore Theater – Disney’s High School Musical
- \$3000 GH Peninsula Civic Orchestra – “Let’s Dance”
- \$2500 Peninsula Community Chorus – Improving Access to Performing Arts in Greater Gig Harbor
- \$3000 GH Peninsula Symphony Orchestra – GHPSO Season Finale Concert
- \$3000 The Gig Harbor Quilt Festival – 2008 Gig Harbor Quilt Festival – Fishing for a Cure
- \$3000 Peninsula Youth Orchestra – PYO String Camp

**FISCAL CONSIDERATION**

Thirteen grant applications are recommended for funding, for a combined total amount of \$30,000.00 and are within the \$31,500.00 allocated for this program as noted in the Parks and Recreation Fund, Objective No. 7. The remaining \$1,500 is allocated for web page support.

**BOARD OR COMMITTEE RECOMMENDATION**

The GHAC recommends that Council authorize the award of the 2008 Grant agreements as presented.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the award of the attached 2008 Grant agreements for the 2008 Gig Harbor Arts Commission Project Support Program for a combined total amount of \$30,000.00.

**AGREEMENT BETWEEN GIG HARBOR  
AND DRAWING YOU IN PROGRAM  
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 DRAWING YOU IN PROGRAM, Program Manager Karen Wilsey and an independent group of artists, 647 9<sup>th</sup> Court FI, Fox Island, WA, 98333, (hereinafter "DYIP"), 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 Six Hundred Dollars and no cents (\$600.00) be given to the DYIP to pay for model sitting fees and as further described in the grant application submitted by DYIP, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to DYIP 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 Six Hundred Dollars and no cents (\$600.00) in funding to DYIP to perform the following activities and no others:  
Model Sitting Fees for Wednesday afternoon events held on July 9 – September 24, 2008.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 DYIP under this Agreement shall not exceed Six Hundred Dollars and no cents (\$600.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **Invoices submitted prior to the event(s) or without supporting documentation will not be paid.** DYIP shall expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.



**Section 4. Auditing of Records, Documents and Reports.** DYIP 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 DYIP 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.** DYIP 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.** DYIP agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that DYIP 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 DYIP to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** DYIP 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 DYIP 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 DYIP to enforce any of the terms of this Agreement and the City prevails in such lawsuit, DYIP 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

**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 \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

DRAWING YOU IN

By \_\_\_\_\_  
Its Mayor

By Karen Wilsey  
Its Program Manager

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

Exhibit A

DRAWING YOU IN

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

**GHAC USE ONLY**  Complete application  Incomplete application

**REFER TO PRIOR PAGE FOR REQUIREMENTS TO COMPLETE APPLICATION ALONG WITH GRANT GUIDELINES.**

**INFORMATION ABOUT GRANT APPLICANT**

**Name of Organization :** INDEPENDENT GROUP OF ARTISTS  
**ADDRESS:** 647 9TH COURT FI **CITY:** FOX ISLAND **STATE:** WA **ZIP:** 98333  
**TELEPHONE #** (253) 549-2929 **FAX NUMBER:** (253) 549-2929  
**EMAIL ADDRESS:** SHOALWATER@MSN.COM

**CONTACT PERSON:** KAREN WILSEY **TITLE:** \_\_\_\_\_  
**ADDRESS:** 647 9TH COURT FI **CITY:** FOX ISLAND **STATE:** WA **ZIP:** 98333  
**TELEPHONE #:** (253) 549-2929 **FAX NUMBER:** (253) 549-2929  
**EMAIL ADDRESS:** SHOALWATER@MSN.COM

**PROJECT SUMMARY:**

**AMOUNT REQUESTED:** \$ 600  
**PROJECT TITLE:** DRAWING YOU IN  
**PROJECT DATES:** JULY 9 - SEPT. 24  
**PROJECT LOCATION:** SKANSIE BROTHERS PARK, GIG HARBOR

**CONCISE DESCRIPTION OF THE PROJECT & WHAT YOU ARE ASKING GHAC TO SUPPORT:**

DRAWING YOU IN is a three-hour weekly art event held on Wednesday afternoons from July 9 through September 24 in the Rotary Pavilion at Skansie Brothers Park.

This summer program is accessible to the public and is structured to attract local portrait artists to an open air setting. As artists demonstrate their unique talents and techniques, using a variety of materials to draw and paint faces and figures from life, the public is "drawn in" to our community's vibrant art culture.

Our group of local artists provides all direction, labor, staging, equipment, advertising, and art supplies for this program and requests GHAC support and reimbursement of \$600 for model fees.

# DRAWING YOU IN

project title \_\_\_\_\_

## 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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

---

**Organizational Background:** Sustained by an independent group of local artists, **DRAWING YOU IN** was initiated in 2005 by Lita Dawn Stanton, who ran the program for the first two years. In 2007, Doug Michie took over the responsibilities, and his yearend report is attached. For 2008, Karen Wilsey, a local artist, with support from others in our area has volunteered to manage this weekly summer series.

**Purpose of the Request:** Arriving at Gig Harbor's waterfront on a summer afternoon, tourists and locals alike have come to anticipate the sight of a throng of easels in various shapes and sizes under the Rotary Pavilion at Skansie Brothers Park. Artists focus on their individual interpretations of a eye-catching model with picturesque backdrop. As the public ventures in for a closer look, they are encouraged to become involved. Easels and supplies are readily available. From July 9 through September 24, every Wednesday from 1:00 to 3:30 pm, this public affair demonstrates our community's appreciation of the arts.

For the 2008 season, packets promoting **DRAWING YOU IN** and including tourist information will be sent to our contacts at neighboring art associations to encourage group excursions to our venue.

We will measure our success by the number and enthusiasm of participants and observers. Last summer with some damp and cooler weather, typically six to 15 artists and about 20 observers attended each day. Previous years' events were attended by 10-20 artists and 30-50 visitors daily, with exposure to over 5,000 people driving by.

**Organizational Capacity:** Our independent group has gained experience over the past three years, developed a sustainable program and is committed to the continuing success of **DRAWING YOU IN**. Our ties with the Peninsula Art League and other art organizations make available a treasury of talent and knowledge to draw from. Karen Wilsey's biography is attached.

---

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

# DRAWING YOU IN

project title \_\_\_\_\_

## 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)

1 MGR X 3HR/WK X 12WK X \$20HR = \$720 } \$ 770  
 2 SUPT X .5HR/WK X 12WK X \$8HR = \$48 } \$ 600  
 MODEL: 2.5HR/WK X 12WK X \$20HR = \$600 \$ 1370

b) Supplies / Materials

ART SUPPLIES \$5/WK X 12WK = \$60  
 PROPS, COSTUMES, DRAPES = \$40  
 DISPLAY TABLE & MAT = \$60 \$ 160

c) Space Rental

NONE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$ 0

d) Marketing / Promotion

CREATION & DISTRIBUTION OF ADVERTISING MAT'L 20HR X \$10HR = \$200  
 PRINTING - \$40 + POSTAGE \$30 \$ 270

e) Travel (who & where)

NONE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$ 0

f) Other Expenses (Identify)

NONE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$ 0

**total project cost** \$ 1900  
 Enter in #4 (right-hand column)

## 2. cash match

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

|                    |           |          |
|--------------------|-----------|----------|
| Admissions / Fees  | \$        | 0        |
| Grants / Donations | \$        | 0        |
| Government Support | \$        | 0        |
| Other              | \$        | 0        |
| <b>total</b>       | <b>\$</b> | <b>0</b> |

Enter in #2 below

## 3. in kind match

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

|                    |           |             |
|--------------------|-----------|-------------|
| a) PERSONNEL       | \$        | 770         |
| b) SUPPLIES        | \$        | 160         |
| d) PROMOTION       | \$        | 270         |
|                    | \$        |             |
|                    | \$        |             |
|                    | \$        |             |
| <b>total value</b> | <b>\$</b> | <b>1200</b> |

Enter in #3 below

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

|                              |           |             |
|------------------------------|-----------|-------------|
| <b>1. amount requested</b>   | <b>\$</b> | <b>600</b>  |
| <b>2. cash match</b>         | <b>\$</b> | <b>0</b>    |
| <b>3. in-kind match</b>      | <b>\$</b> | <b>1200</b> |
| <b>4. total project cost</b> | <b>\$</b> | <b>1900</b> |

DRAWING YOU IN

CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

agreed

Grant application completed by: Helen Wilsey Date: Jan 23, 2008

Authorized by, in accordance with Board of Directors Resolution N/A

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

## DRAWING YOU IN

### Karen Wilsey Biography

A Fox Island resident for the past 7 years, Karen Wilsey's ties to the area began in grade school. Graduating from South Kitsap High School, she was recruited by Boeing to attend Olympic Community College and to begin a career as an Engineering Draftsman in 1966. After a year in Germany and a break to start a family, Karen returned to Boeing, attending evening classes through the University of Washington and later the Institute for Management Studies. Karen's career spanned twenty-five years and included Economic Research, Graphics Illustration, Office Layout, Project Administration, Facilities Planning and finally, Strategic Planning at the Corporate Offices in Seattle. She led a team that successfully completed multiple projects from \$10K to \$20M, and won many performance awards. Retirement has offered the time to return to her artistic endeavors.

Currently a Peninsula Art League member, Karen participates in the Gig Harbor Friday painter's group and consistently attended the DRAWING YOU IN program in the summer of 2007. Karen has volunteered to organize and manage the 2008 summer program.

**AGREEMENT BETWEEN GIG HARBOR  
AND GIG HARBOR FILM 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 FILM FESTIVAL, a 501C-3 non-profit corporation of Washington, P.O. Box 127, Gig Harbor, Washington 98335, (hereinafter "GHFF"), 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 Three Thousand Dollars and no cents (\$3,000.00) be given to the GHFF to pay for Supplies/Materials, Marketing/Promotion, and Equipment Rental and as further described in the grant application submitted by GHFF, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to GHFF 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 Three Thousand Dollars and no cents (\$3,000.00) in funding to GHFF to perform the following activities and no others:

Annual Film Festival 3-day event scheduled for September, 2008.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 GHFF under this Agreement shall not exceed Three Thousand Dollars and no cents (\$3,000.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** GHFF shall expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.



**Section 4. Auditing of Records, Documents and Reports.** GHFF 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 GHFF 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.** GHFF 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.** GHFF agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that GHFF 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 GHFF to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** GHFF 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 GHFF 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 GHFF to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GHFF 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

**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 \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

GIG HARBOR FILM FESTIVAL

By \_\_\_\_\_  
Its Mayor

By *[Signature]*  
Its Director *2.20.08*

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

**GHAC USE ONLY**     **Complete application**     **Incomplete application**

**REFER TO PRIOR PAGE FOR REQUIREMENTS TO  
COMPLETE APPLICATION ALONG WITH GRANT  
GUIDELINES.**

**INFORMATION ABOUT GRANT APPLICANT**

**Name of Organization :** Gig Harbor Film Festival

**ADDRESS:** P.O. Box 127    **CITY:** Gig Harbor    **STATE:** WA    **ZIP:** 98335

**TELEPHONE #** 253-312-2858

**FAX NUMBER:** 253-272-6788

**EMAIL ADDRESS:** wilsonde@p-c-a.org

**CONTACT PERSON:** Dean Wilson

**TITLE:** Secretary

**ADDRESS:** 1401 Sunset Drive

**CITY:** Tacoma

**STATE:** WA    **ZIP:** 98465

**TELEPHONE #:** 253-502-5404

**FAX NUMBER:** 253-272-6788

**EMAIL ADDRESS:** wilsonde@p-c-a.org

**PROJECT SUMMARY:**

**AMOUNT REQUESTED:** \$ 3,000

**PROJECT TITLE:** Gig Harbor Film Festival

**PROJECT DATES:** September 2008

**PROJECT LOCATION:** Various Venues in the area of the City of Gig Harbor

**CONCISE DESCRIPTION OF THE PROJECT & WHAT YOU ARE ASKING GHAC TO SUPPORT:**

The board of the Gig Harbor Film Festival (GHFF) proposes to undertake an annual film festival in Gig Harbor, with its inaugural 3-day event scheduled for September 2008. Inspired by an idea proposed by Marilyn Owel, (a long time community activist, founder of the Gig Harbor Arts Commission, and former City Council member), the board believes that the unique setting and character of Gig Harbor, along with the demonstrated interest of the city's citizens in arts and culture, make it an ideal place in which to foster a great tradition of annual film festivals that could eventually rival many other film festivals across the nation.

The GHFF will include local, regional and international filmmakers to advance a variety of creative ideas and bring the community a diverse range of appealing films, giving aspiring filmmakers an opportunity to present their efforts to a sophisticated audience and gain recognition beyond the local level. The hope is to develop a long-term tradition that can also support a year-round production facility, school, and independent theater. Besides supporting the arts, this effort will help tourism in the area and advance the reputation of Gig Harbor as a tourist and cultural center across the state and beyond.

The GHFF seeks the sanction and support of the Gig Harbor Arts Commission as the imprimatur of the city will be important to the festival's credibility and efforts to gain other, philanthropic contributions, volunteers, and a broad-based network of community support.

project title Gig Harbor Film Festival

**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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

**1. Organizational Background:** Formed in April 2007, the GHFF Board established a goal and commitment to educate, entertain, and inspire both filmmakers and the public, while supporting and enhancing the rich visual and performing arts offering of the Gig Harbor community through film arts, with a mission to advance the appreciation of cinema by displaying independent works that draw on the unifying power of film to educate and promote cross-cultural awareness, understanding, tolerance, and global awareness. The board has met regularly and engaged key sectors of the community to generate excitement for the an annual film festival in Gig Harbor and to recruit advisory members and volunteers willing and able to help undertake all the necessary tasks to bring an ambitious effort to fruition. The festival has already received excellent press notice in both "The Gateway" and "The News Tribune" (copies included in supplemental materials) and has organized a major kick-off fund raising event, "Lights, Camera, Auction!" for February 2008, at the Canterwood Golf and Country Club. With the theme of a Hollywood set, a sit-down dinner, live auction and celebrity impersonators, the event is expected to both raise funds and "buzz" for the upcoming festival this fall.

**2. Purpose of Request: (Goals and Outcomes)** The combined attraction of artistic entertainment in both high-tech, indoor and informal, outdoor settings is expected to draw substantial interest from a broad spectrum of both local and surrounding communities. Cinema is always a natural draw for large and diverse audiences and the film selection committee will review hundreds of submissions, seeking a variety of content that can appeal to both families and youth, with

(continued on reverse)

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

Gig Harbor Arts Commission Grant Application 2008 -- Page 2

an emphasis on drawing in high school and college age persons who may be inspired to undertake cinema-related pursuits and volunteer for future film festival events. Project effectiveness will be measured by the number of tickets sold and surveys seeking responses from participants, viewers, volunteers, business leaders, city officials, arts leaders, and others. The festival will also seek the views on what the public would like to see in future years and how the festival might support long-efforts, e.g., year-round programs to support cinematography education and production.

**3. Organizational Capacity :** In addition to their long-term involvement in community activities of Gig and Pierce County, the GHFF board brings a diverse skill set, ranging from business executive to non-profit organizational work and strong linkages to the cinematography community nationally as well as local arts and cultural activities. Marty Thacker, Board President, has a background in sales and marketing and is renown for her work heading up major Canterwood Golf and Country Club events. Paul Lillard, Board VP, brings strong linkages to the film community with direct contacts to the Creative Artists Agency, one of the largest talent agencies in the U.S.. Her son is a noted TV actor and her daughter directs programming for the Seattle Film Festival. Dinean Stayk-Ahrens served as a production manager for 8 feature films and 10 TV series in Canada. Angie Picchi has 40 years Banking executive experience, does extensive Volunteer work and served on the Gig Harbor Arts Commission. Dean Wilson, a retired military officer and professional grant writer is active on four community service boards. Betty Felker heads her own non-profit agency and is a local Rotary board member. The GHFF Advisory Board includes J.H Witherspoon, GM of the new, state-of-the-art Galaxy Uptown Theater, who has hosted 4 film festivals in Boseman, MT. Other advisory board members include John Hogan, Managing Partner of UPTOWN, Gig Harbor; George LeMasuirer, "The Gateway" publisher; Kurt Burmeister, GM, Canterwood Golf and Country Club; Mike Hansch, President and CEO, Bank of Tacoma; and Dianna Zentner, an Executive with Frank Russell Co. The GHFF is also seeking major sponsorship support from Frontier Bank, MultiCare, and others.

project title Gig Harbor Film Festival

**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)                   |                   |
| Executive Director                                                                 | \$ 40,000         |
| Volunteers - Professional, 1,000 hours @ \$50.00/hr; non-prof - 800 hours @\$9.10. | \$ 56,840         |
|                                                                                    | <b>\$ 96,480</b>  |
| b) Supplies / Materials                                                            |                   |
| Miscellaneous supplies                                                             | 2,500             |
|                                                                                    | <b>\$ 2,500</b>   |
| c) Space Rental                                                                    |                   |
| Galaxy 10 Theater - 3 showings                                                     | 22,500            |
|                                                                                    | <b>\$ 22,500</b>  |
| d) Marketing / Promotion                                                           |                   |
| Brochures, flyers, ads                                                             | 8,500             |
|                                                                                    | <b>\$ 8,500</b>   |
| e) Travel (who & where)                                                            |                   |
| Est. travel and lodging for invited filmmakers and producers                       | 10,000            |
|                                                                                    | <b>\$10,000</b>   |
| f) Other Expenses (identify)                                                       |                   |
| Equipment rental                                                                   | 8,000             |
| Auction (Meals and entertainment)                                                  | 9,000             |
|                                                                                    | <b>\$ 17,000</b>  |
| <b>total project cost</b>                                                          | <b>\$ 156,980</b> |

Enter in #4 (right-hand column)

**2. cash match**

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

|                    |                  |
|--------------------|------------------|
| Admissions / Fees  | \$ 10,000        |
| Grants / Donations | \$ 25,000        |
| Government Support | \$               |
| Other (Auction)    | \$ 35,000        |
| <b>Total</b>       | <b>\$ 70,000</b> |

Enter in #2 below

**3. in kind match**

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

|                     |                  |
|---------------------|------------------|
| Volunteer time      | \$ 56,480        |
| Galaxy 10 venue     | \$ 22,500        |
| Canterwood G&C Club | \$ 5,000         |
|                     | \$               |
|                     | \$               |
|                     | \$               |
| <b>total value</b>  | <b>\$ 83,980</b> |

Enter in #3below

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

|                              |                   |
|------------------------------|-------------------|
| <b>1. amount requested</b>   | <b>\$ 3,000</b>   |
| <b>2. cash match</b>         | <b>\$ 70,000</b>  |
| <b>3. in-kind match</b>      | <b>\$ 83,980</b>  |
| <b>4. total project cost</b> | <b>\$ 156,980</b> |

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

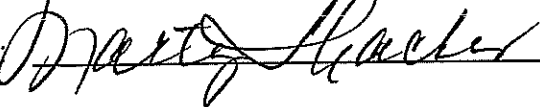
- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

agreed

Grant application completed by: Dean Wilson, Secretary Date: January 28, 2008

Authorized by, in accordance with Board of Directors Resolution

Print Name: Marty Thacker, President Date: January 28, 2008

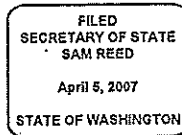
Signature:  Date: 1.28.08

*State of Washington*

**Secretary of State**

CORPORATIONS DIVISION  
James M. Dolliver Building  
801 Capitol Way South  
PO Box 40234  
Olympia WA 98504-0234  
360.753.7115

602 713 618



**Application for NonProfit Corporation**

**Office Information**

**Application ID** 821231  
**Tracking ID** 1276221  
**Validation ID** 1036287-001  
**Date Submitted for** 4/5/2007  
**Filing:**

**Contact Information**

**Contact Name** Dean Wilson  
**Contact Address** 1401 Sunset Drive  
Tacoma  
WA  
984651234

**Contact Email** wilsonde@p-c-a.org  
**Contact Phone** 253-312-2858

**Articles of Incorporation**

**Preferred Name** GIG HARBOR FILM FESTIVAL

**Purpose** The Mission of Gig Harbor Film Festival is to feature independent films that draw c  
unifying power of film to promote understanding, tolerance and global awareness.

**Duration** Perpetual

**Incorporation Date** Effective Upon Filing by the Secretary of State

**Expiration Date** 4/30/2008

**Distribution of Assets** At the time of dissolution of this corporation, any available assets shall be passed on  
another non-profit organization or charity serving the Gig Harbor area, preferably to  
that supports artistic and/or educational endeavors, but in any respect shall be in  
accordance with the applicable laws of the State of Washington.



**Registered Agent Information**

**Agent is Individual**  
**Agent Name** Dean Wilson  
**Agent Street Address** 1401 Sunset Drive  
Tacoma  
WA  
98465 1234

**Agent Mailing Address** Same as Street Address

**Agent Email Address** wilsonde@p-c-a.org  
**Submitter/Agent Relationship** Submitter is Registered Agent

**Initial Directors Information**

**Director #1**  
**Director Name** Marty Thacker  
**Title** Chairman  
**Director Address** 12711 54th Ave. N.W.  
Gig Harbor  
WA  
98332

**Director #2**  
**Director Name** Paula Lillard  
**Title** Director  
**Director Address** 8104 Goodman Dr. N.W.  
Gig Harbor  
WA  
98332

**Director #3**  
**Director Name** Angie Picchi  
**Title** Director  
**Director Address** 4415 Towhee Drive N.W.  
Gig Harbor  
WA  
98332

**Director #4**  
**Director Name** Dinean Stayk-Ahrens  
**Title** Director

**Director Address** 709 10th Court  
Fox Island  
WA  
98333

**Director #5**

**Director Name** Dean Wilson  
**Title** Director  
**Director Address** 1401 Sunset Drive  
Tacoma  
WA  
98465

**Director #6**

**Director Name** Marilyn Owel  
**Title** Director  
**Director Address** 6844 Main Sail Lane  
Gig Harbor  
WA  
98335

**Incorporators Information**

**Incorporator #1**

**Incorporator Name** Dean Wilson  
**Incorporator Address** 1401 Sunset Drive  
Tacoma  
WA  
984651234

**Signature Information**

**Signed By** Dean W. Wilson

project title Gig Harbor Film Festival

supplemental materials

# GIG HARBOR FILM FESTIVAL

www.gigharborfilmfestival.org

## BOARD RESOLUTION

January 17, 2008

The Board of Directors of the Gig Harbor Film Festival hereby resolves that Dean Wilson, Secretary of the Board, is hereby designated and authorized to prepare and submit all necessary paperwork and grants on behalf of the festival for purposes of attaining funding and other support in support of the goals and mission of the Gig Harbor Film Festival.

Resolved by unanimous vote of all board members present at the regularly scheduled meeting of January 17, 2008, Dean Wilson absent and not voting.

Affirmed,

  
Marty Thacker  
Board President

**BOARD OF DIRECTORS**

Marilyn Owel  
Chair/Founder

Marty Thacker  
President

Paula Lillard  
Vice President

Dean Wilson  
Secretary

Angie Picchi  
Treasurer

Betty Felker  
Director

Dinean Stayk-Ahrens  
Director

**ADVISORY BOARD**

Kurt Burmesiter  
General Manager,  
Canterwood Golf &  
County Club

George LeMasurier  
Publisher,  
Gateway Newspaper

John Hogan  
Managing Partner,  
UPTOWN Gig Harbor

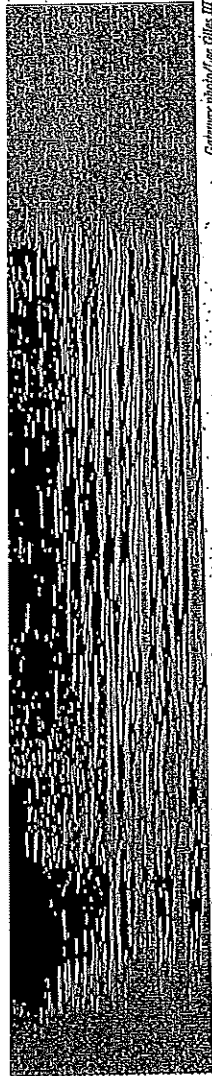
AJ Witherspoon  
General Manager,  
Galaxy Uptown Theatre

Mike Hansch  
President/CEO,  
Bank of Tacoma

Dianna Zentner  
Manager - M&R Investment  
Manager Oversight,  
Russell Investments

Betty Willis  
Chair,  
Gig Harbor Arts Commission

GIG HARBOR  
FILM FESTIVAL  
P.O. Box 127  
Gig Harbor, WA 98335



Gateway photo/Luc Ollis III

Gig Harbor-based tug, the "Joe," derailed by Robin Peterson of Gig Harbor, slowly steams out of the Port of Tacoma Thursday, pulling the two massive covered slips that will replace the old Harborview Marina. The original marina was destroyed by fire Aug. 31, 2003. The tow took seven hours to complete.

## Trip a success as tug boat operators work together to position in the harbor

MARQUES HUNTER  
of the Gateway

**S**low and long. Those were the words most widely used by workers on the lead tug boat last Thursday afternoon when they talked about the new Harborview Marina's progress across the water.

From Tacoma to its new, yet familiar, place in Gig Harbor, the marina floated for nearly seven hours before reaching its final destination. The top speed—if you could call it that—it reached three knots.

Nevertheless, the haul couldn't have

been more successful, according to Wendell Stroud, president of Marine Floats, which manufactured the Harborview Marina.

"You always worry about the surprises, but we didn't have any," Stroud said after the marina nestled into the place where the former structure was destroyed in a Sept. 2005 fire. "The weather was with us."

Even then, it was a laborious trip. The winds from the north blew at less than 5 mph. The water was calm and the skies blue with slight cloud cover, perfect for a smooth tow.

The Clydesdale, one of two tug boats assigned to duty, assisted in pushing the 400-foot-long, 100-foot-wide structure. The Joe, captained by Gig Harbor's Robin Peterson, was the lead tug.

Although the sunny weather made for a relaxing trip, the GPS tracking system, sometimes failed to report a speed, indicating the boat was moving at less than one knot. At times, the water current and the inertia of the \$1.5 million marina were bigger contributors than the tugs.

At the beginning of the trip, the Joe's six passengers snacked on finger foods while the 1 1/2-inch thick synthetic rope on the lead tug made a gripping sound as the tension witheld the weight of the marina.

"OK to start pulling," said Skip Anderson, operator for the Clydesdale. That was Peterson's cue to begin pulling the Harborview Marina. And while the marina made its way under the 11th Street bridge in Tacoma, it was making history.

"This is the biggest tow out of this area," Stroud said.

From the rear, the boat pushers ensured the marina maintained a straight line, but they were used sparingly, contrary to what

Please see **Marina**, page 14

he was at their house), but no one answered. Minton said of last Thursday morning.

With growing anxiety for Nozawa's safety, Minton drove to the Williams' house but was stopped short by a sea of police cars.

"My heart sank the minute I turned the corner," she said.

At the gym, a class of nearly 30 students waited for Nozawa. To arrive for his morning yoga and Pilates instruction.

Fellow teacher Kim Axتمان had sold his practice and started working at the gym, often walking to work or catching a ride with his



Gateway photo/Luc Ollis III

A Pierce County Sheriff's deputy Repodas to the scene of a triple shooting Thursday dressed in full SWAT team gear.

Please see **Shootings**, page 64

# Film festival coming to Gig Harbor in summer 2008

**With Hollywood connections, event scheduled for August**

Gateway staff report

Look out Sundance, here we come! Gig Harbor is getting a film festival.

An enthusiastic group of nine-Gig Harbor residents has taken an idea from

former Gig Harbor City Council member Marilyn Ovel and this week announced the first Gig Harbor Film Festival for August 2008.

"We're starting with a small but high-quality event," said Mary Thacker, co-chair of the film festival's board of directors.

"Our hope is the festival will become a signature event for Gig Harbor, something that people will travel to attend and then become acquainted with our wonderful community."

who is now living in Gig Harbor. Gig Harbor Mayor Chuck Hunter likes the concept.

"I can say that based on the initial discussions, the film festival sounds like an interesting project," Hunter said. "It could provide another tourist attraction, which would benefit our merchants, restaurants and lodging establishments."

The Gig Harbor festival will feature documentaries, independent films, foreign films and shorts. They hope to screen

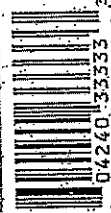
three films a day at three or more venues throughout the weekend.

The festival will focus on "family quality" films that fit the character of the community.

"This is the right time for a film festival, with all the development going on," Thacker said. "Gig Harbor has been the state's best kept secret, and now it's out."

The inaugural festival will open in the

Please see **Film**, page 14



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**Gateway**

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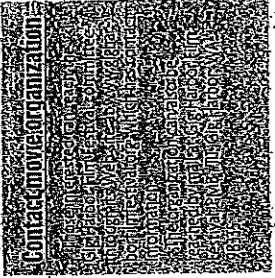
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| Opinion     | 19-19A | Schools         | 14-14A |
| Records     | 10-11A | Sports          | 1-9D   |
| Real Estate | 1-14C  | Weather & Tides | 1-14A  |

# Film: Member has Hollywood ties



From page 14

...development exploitation... Over the next three years, the community will welcome a new hospital, a new bridge, new history museum, Mick-a-Boys & Girls club and numerous new upscale and discount retail stores.

...the film festival will bring something to the community and business to local shops, without changing the charm or unique character of the city," Thacker said.

...festival goes will stay in local restaurants and visit the many Gig Harbor art galleries.

...the economic benefit will really spread out over time," she said.

...committee member Paul J. Thacker already has movie connections. Her son, Matthew, played an actor whose most prominent success is playing "Shaggy" in the films "Scooby-Doo" and "Scooby-Doo 2: Monsters Unleashed," and the upcoming "Scooby-Doo 3" in 2009. He has appeared in about 20 feature films.

...daughter, Amy Dee, is the executive director of Washington Film Works, a not-for-profit organization to promote film and video production in Washington.

...said film festivals bring an economic benefit to the cities that host them, "but that the real value is in creating a real community."

Committee member Pichai estimates the festival will require 200-300 volunteers, and she hopes to get local people involved who will have a stake in the events' success.

"My hope is that the community will see this as their festival," Pichai said.

Committee members hope the festival becomes an annual draw for Gig Harbor, the same way film festivals have for Torrance and Park City, Utah, home of the Sundance Film Festival.

There are other film festivals in the region, including Olympia, Port Townsend and a new festival at the Grand Theatre in Tacoma, which drew 500 people last year.

The festival committee has already added a community advisory board that includes Kurt Burmeister, general manager of the Custerwood Golf & Country Club; Gary Izawa, president and CEO of the Boys & Girls Clubs of Pierce County; and Betty Willis, chair of

**New Business**

## Feud: Submitted letter not part of public record

There's no connection to his official duties, and there's nothing the board can do about it if it's true.

about politicians representing their district, he said. "I'm not being investigated for extortion." During questioning by a Pierce County detective, which ended his own complaint about a feud



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TACOMA, WA  
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INDEPENDENT, FAMILY-ORIENTED

# Gig Harbor Film Festival coming attraction for 2008

A newly formed citizens committee is hard at work organizing Gig Harbor's first film festival, set for August 2008.

BY SOREN ANDERSEN

The News-Tribune

Consider this story to be a preview of a coming attraction.

The attraction is the Gig Harbor Film Festival, and it's coming in August 2008.

It's the brainchild of a small group of movie-loving residents who have been formulating plans for the event for the past several months.

As those plans now stand - and they're very preliminary at this point - the festival will premiere on a Thursday night and run through the weekend, concluding on a Sunday. The exact August weekend has not been set yet, said Paula Lillard, co-chairwoman of the festival's seven-member planning committee.

The group hopes to have somewhere between 12 and 15 films in its inaugural program. A mix of features, documentaries and shorts is planned.

Organizers haven't lined up any venues where

Please see FESTIVAL, page E3

## FESTIVAL CONTINUED FROM E1

the films will be shown as yet, said Dean Wilson, another member of the planning committee. Possibilities range from a local high school theater to an area multiplex, but no talks have been held, Wilson said. An outdoor venue is also a possibility, where at least one film could be shown under the stars.

The festival is being conceived as a showcase for films from up-and-coming independent filmmakers, Lillard said. And if those filmmakers have Northwest roots, so

much the better. "We would really love to have Northwest or local filmmakers," she said, "positively, absolutely, unequivocally."

And, Lillard added, "We will look for family-oriented films" in keeping with Gig Harbor's family-friendly, small-town image.

She said a film like the Oscar-honored "Little Miss Sunshine," with its darkly comic tale of a family's travails on and off the road, would be a perfect fit for the festival.

The group intends to hire an executive director with a background in film to run the festival, Lillard said. That person and the festival board will both be involved in

choosing films. The board will seek grants and sponsorships to cover festival costs.

The group wants to bring filmmakers to town to discuss their movies with audiences. While those filmmakers likely will be unknowns from the world of independent cinema, there's the distinct possibility the festival will get a sprinkling of Hollywood stardust as well.

Lillard is the mother of Matthew Lillard, who's starred in such pictures as "Screen," "She's All That" and "Summer Catch." He's probably best known for playing Shaggy in the "Scooby-Doo" movies.

"I know that with a certain amount of motherly wiles I will get him here," Lillard

said. "I am virtually confident I will have at least one movie star here."

The idea for the festival originated with Marilyn Owel, a former Gig Harbor City Council member; about six months ago, said Marty Thacker, who is co-chairwoman with Lillard of the organizing committee. Owel saw it as a way to raise the profile of the city among tourists and film buffs.

"We want to encourage people to come and visit one of the most beautiful communities in the Puget Sound," Lillard said.

Soren Andersen

253-597-8742, Ext. 6235

soren.andersen@thenewstribune.com

**AGREEMENT BETWEEN GIG HARBOR  
AND GIG HARBOR GALLERY 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 GIG HARBOR GALLERY ASSOCIATION, a 501C-3 non-profit corporation of Washington, 7808 Pioneer Way, Gig Harbor, Washington 98335, (hereinafter "GHGA"), 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 GHGA to pay for Supplies/Materials and Marketing/Promotion and as further described in the grant application submitted by GHGA, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to GHGA 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 and no cents (\$1,000.00) in funding to GHGA to perform the following activities and no others:

Art Walk, First Saturday of each month, 2008.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 GHGA under this Agreement shall not exceed One Thousand Dollars and no cents (\$1,000.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** GHGA shall expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.



**Section 4. Auditing of Records, Documents and Reports.** GHGA 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 GHGA 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.** GHGA 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.** GHGA agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that GHGA 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 GHGA to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** GHGA 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 GHGA 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 GHGA to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GHGA 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

**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 20th day of February, 2008.

THE CITY OF GIG HARBOR

GIG HARBOR GALLERY ASSOCIATION

By \_\_\_\_\_  
Its Mayor

By William F. Fogarty  
Its President

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

## Exhibit A

CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008

**GHAC USE ONLY**  Complete application  Incomplete application

**REFER TO PRIOR PAGE FOR REQUIREMENTS TO COMPLETE APPLICATION ALONG WITH GRANT GUIDELINES.**

**INFORMATION ABOUT GRANT APPLICANT**

**Name of Organization :** Gig Harbor Gallery Association

**ADDRESS:** 7808 Pioneer Way **CITY:** Gig Harbor **STATE:** WA **ZIP:** 98335

**TELEPHONE #** 858-7449 **FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** bill@watersedgegallery.com

**CONTACT PERSON:** Barbara Harder **TITLE:** Media Chairman

**ADDRESS:** 7716-A Pioneer Way **CITY** Gig Harbor **STATE:** WA **ZIP:** 98335

**TELEPHONE #:** 857-6341 **FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** art@birdnestgallery.com

**PROJECT SUMMARY:**

**AMOUNT REQUESTED:** \$ 4,000.00

**PROJECT TITLE:** Art Walk -- Branding and Marketing

**PROJECT DATES:** First Saturday of each month annually

**PROJECT LOCATION:** All downtown Gig Harbor art galleries

**CONCISE DESCRIPTION OF THE PROJECT & WHAT YOU ARE ASKING GHAC TO SUPPORT:**

The Gig Harbor Gallery Association offers art enthusiasts, collectors, and anyone else, a chance to meet and talk with local artists. The public receives a personal demonstration on how the current featured artist(s) paints, creates, builds or crafts their artwork. The galleries need a rack card as a directory and map for the public while attending the monthly Art Walks. In addition, we have the opportunity of advertising Art Walk in the City Arts Magazine which will reach a larger regional customer base. An Art Walk website will also be developed.

We are requesting assistance from the GHAC to help fund the branding and marketing of our monthly Art Walks.

project title Art Walk -Branding and Marketing

**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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

1. The Gig Harbor Gallery Association has been offering monthly Art Walks in downtown Gig Harbor since 2002. In addition to the Art Walk the group has produced the two Salmon-Chanted Harbor events in 2005 & 2007. Bringing art and buyers together for the benefit of Hands-On-Hand and Harbor WildWatch.

In 2005 Sunset Magazine named Gig Harbor Art Walk one of the five best in the Northwest.

2. The Art Walk rack card will be the main directory and map for the galleries. Its main use will be for the First Saturday Art Walks. The map locator numbers coincide with the Art Walk passport which must be stamped by all the galleries as the monthly prize drawing entry form. The rack card will assist visitors in locating all the galleries downtown. Those visitors will be asked how they found us and if the rack card was beneficial.

Advertising regularly in the City Arts Magazine will allow us to reach a large regional customer base to help draw more visitors to Gig Harbor.

We will establish an Art Walk website linking it to the City's website. This will allow possible out of state visitors to even plan their trips to Gig Harbor during the first weekend of the month to participate in our Art Walk.

3. The Gig Harbor Gallery Association has been very active in the Gig Harbor art community for six years now and has proven to be a leader in organizing public events. Collectively, the downtown galleries represent approximately 300 regional and national artists.

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

**The Gig Harbor Gallery Association  
Board of Directors 2008**

President            Bill Fogarty  
                         Water's Edge Gallery & Framery  
                         7808 Pioneer Way  
                         Gig Harbor, WA 98335  
                         (253) 858-7449

Secretary           Kay Kirsten  
                         Harbor Gallery  
                         3155 Harborview Dr.  
                         Gig Harbor, WA 98335  
                         (253) 851-8626

Treasurer           Aidan Fogarty  
                         Water's Edge Gallery & Framery  
                         7808 Pioneer Way  
                         Gig Harbor, WA 98335  
                         (253) 858-7449

Media Chairman    Barbara Harder  
                         Birdnest Gallery & Framing  
                         7716-A Pioneer Way  
                         Gig Harbor, WA 98335  
                         (253) 857-6341

project title Art Walk - Branding and Marketing

**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)  
 Rack card graphics layout by Fosberg Media \$ 395.00  
 Card design by Barb Harder 10 hrs X \$20/hr \$ 200.00  
 Artists time at monthly Art Walks: \$ 7,200.00  
 4 hrs/mo X \$30/hr X 10 mos. X 6 galleries  
 Grant preparation by Barb Harder 10 hrs X \$20/hr \$ 200.00  
\$ 7,995.00

b) Supplies / Materials  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$ ,00

c) Space Rental  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$ ,00

d) Marketing / Promotion  
 City Arts Magazine Ad \$690/mo. X 10 mos. 6,900.00  
 Website development 1,200.00  
 Rack cards 1,100.00  
\$ 9,200.00

e) Travel (who & where)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \$

f) Other Expenses (Identify)  
 Art Galleries donate a \$50.00 gift certificate for monthly Art Walk March-Dec. \$50 X 10 mos  
\$ 500.00

**total project cost** \$ 17,695.00  
 Enter in #4 (right-hand column)

**2. cash match**

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

Admissions / Fees \$ \_\_\_\_\_  
 Grants / Donations ( ) \$ 4,000.00  
 Government Support \$ \_\_\_\_\_  
 Other - Gallery Assoc. \$ 995.00  
**total** \$ 4,995.00

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-print rack cards \$ 1,100.00  
 Artists Art Walk demos \$ \_\_\_\_\_  
 4 hr/mo X \$30/hr \$ 7,200.00  
 X 10 mos X 6 galleries  
 Promo. materials design time \$ \_\_\_\_\_  
 B. Harder 10 hrs. X \$20/hr \$ 200.00  
 Grant prep time \$ \_\_\_\_\_  
 B. Harder 10 hrs. X \$20/hr \$ 200.00  
**total value** \$ 8,700.00

Enter in #3 below

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

**1. amount requested** \$ 4,000.00  
**2. cash match** \$ 4,995.00  
**3. in-kind match** \$ 8,700.00  
**4. total project cost** \$ 17,695.00

## CITY OF GIG HARBOR ARTS COMMISSION (GHAC) GRANT APPLICATION 2008

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

agreed

Grant application completed by: Barbara Harder Date: Jan. 28, 2008

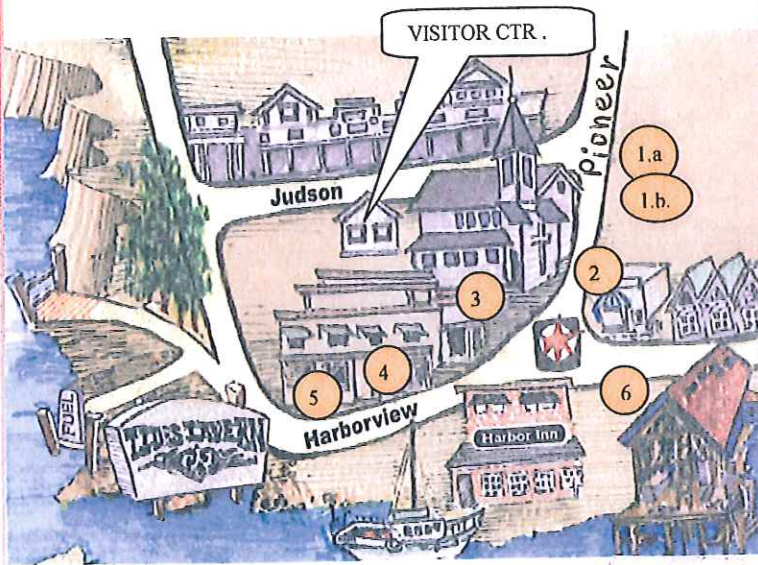
Authorized by, in accordance with Board of Directors Resolution

Print Name: Bill Fogarty Bill Fogarty Date: Jan. 28, 2008

Signature: Bill Fogarty Date: 1/28/08

# Gig Harbor Art Galleries

- 1.a. **Birdnest Gallery**
- 1.b. **Birdnest Gallery & Framing**  
7716 Pioneer Way      253-857-6341  
[www.birdnestgallery.com](http://www.birdnestgallery.com)
2. **Water's Edge Gallery & Framery, Inc.**  
7808 Pioneer Way      253-858-7449  
[www.watersedgegallery.com](http://www.watersedgegallery.com)
3. **Ebb Tide Gallery**  
7809 Pioneer Way      253-851-5293  
[www.ebbtidegalleryofgifts.com](http://www.ebbtidegalleryofgifts.com)
4. **Kit, A Jeweler Designed for You**  
3104 Harborview Dr.      253-851-5546  
[www.kitkuhn.com](http://www.kitkuhn.com)
5. **Gallery Row**  
3102 Harborview Dr.      253-851-6020
6. **Harbor Gallery**  
3155 Harborview Dr.      253-851-8626  
[www.harborviewsharborgallery.com](http://www.harborviewsharborgallery.com)



Special thanks to our map sponsor:  
City of Gig Harbor Arts Commission

Art Walk Every First Saturday 1-5 p.m.



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New Business - 1

# ART WALK

THE GIG HARBOR WATERFRONT

Grab your Shoes...



"One of 5 Best ArtWalks in the NW..." **Sunset** MAGAZINE

Every **FIRST** Saturday!



**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, P.O. Box 1422, Gig Harbor, Washington 98335, (hereinafter "PAL"), 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 PAL to pay for professional fees, space rental, marketing/promotion, and supplies/materials and as further described in the grant application submitted by PAL, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to PAL 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 and no cents (\$2,000.00) in funding to PAL to perform the following activities and no others:

3-day Water Color Workshop on June 3<sup>rd</sup> through June 6<sup>th</sup>, and the Sixth Annual Open Juried Art Exhibition on display at the Civic Center June 2<sup>nd</sup> through June 25<sup>th</sup>.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 PAL under this Agreement shall not exceed Two Thousand Dollars and no cents (\$2,000.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** PAL shall

expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.

**Section 4. Auditing of Records, Documents and Reports.** PAL 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 PAL 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.** PAL 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.** PAL agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that PAL 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 PAL to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** PAL 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 PAL 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 PAL to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PAL 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

**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 \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

PENINSULA ART LEAGUE

By \_\_\_\_\_  
Its Mayor

By Mylene Binnion  
Its President

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

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DATED this \_\_\_th day of \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

MYRNA BINION

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its President

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

**GHAC USE ONLY**       Complete application       Incomplete application

**REFER TO PRIOR PAGE FOR REQUIREMENTS TO COMPLETE APPLICATION ALONG WITH GRANT GUIDELINES.**

**INFORMATION ABOUT GRANT APPLICANT**

Name of Organization: **Peninsula Art League**

ADDRESS: P. O. BOX 1422      CITY: Gig Harbor      STATE: WA      ZIP: 98335  
TELEPHONE: 425-442-1140  
EMAIL ADDRESS: [bedorah@msn.com](mailto:bedorah@msn.com)

CONTACT PERSON: Debbie Dorn  
ADDRESS: 4232 Ray Nash Dr NW      CITY: Gig Harbor      STATE: WA      ZIP: 98335  
TELEPHONE: 425-442-1140  
EMAIL ADDRESS: [bedorah@msn.com](mailto:bedorah@msn.com)

PROJECT SUMMARY: Gig Harbor Regional Art Show  
AMOUNT REQUESTED: \$2,000  
PROJECT TITLE: 2008 6<sup>th</sup> Annual Peninsula Art League Open Juried Art Exhibition  
PROJECT DATES: June 2<sup>nd</sup> through June 25<sup>th</sup>  
PROJECT LOCATION: Civic Center

**CONCISE DESCRIPTION OF THE PROJECT & WHAT YOU ARE ASKING GHAC TO SUPPORT:**

Attract an influx of new art and artists to Gig Harbor by offering the 6<sup>th</sup> Annual Peninsula Art League Open Juried Art Exhibition on display at the Civic Center June 2<sup>nd</sup> through June 25<sup>th</sup>.

This will be well advertised and coincide with the Saturday Art Walk

It provides an exciting opportunity for northwest regional artists to enter a juried art show offering monetary prizes totaling \$2,400.

Internationally well-known guest artist, Judy Morris, will judge all applications and present awards during a reception at the Gig Harbor Civic Center.

Judy Morris will also offer a highly sought after three day watercolor workshop on June 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup>.

Flyers are being distributed to artists, art supply stores and other area artist groups to attract a wide segment of the artist population.

Peninsula Art League members are a talented group that donate countless volunteer hours, and continue to support the artistic community endeavors, maintaining Gig Harbor's artistic heritage.

Grant money helps to subsidize the cost of attracting the artist as well advertising the event.

Project Title 2008 Sixth Annual Peninsula Art League Open Juried Art Exhibition

## Project narrative

### **Organizational Background**

The Peninsula Art League (PAL) was founded in 1980 by a small group of local artists to promote visual arts and exhibition opportunities in the Gig Harbor area. PAL has sponsored the Gig Harbor Arts Festival, supported arts in the local high schools with annual scholarships, and held quarterly exhibitions. PAL also offers workshops and promotes educational opportunities at monthly meetings that are open to the general public.

The regional juried exhibition attracts a higher caliber of artists to this area. The show draws artists and visitors from Washington and the surrounding areas. The art show's reputation continues to grow as we receive many early inquiries from artists looking forward to participating in this event.

### **Purpose of Request**

Gig Harbor is well-known as an art friendly community. Art galleries attract artists and patrons of the arts. Our regional art show enriches the available visual arts and encourages participation at all levels. By offering a juried art show, we display the best of the entries and provide monetary prizes. Accepted entries are notified by mail and given six postcards (advertising the event), which are to be used as invitations for family and friends to attend the art show. The show opens on June 2<sup>nd</sup> and coincides with the Saturday, June 7<sup>th</sup> Art Walk. The art will be displayed in the Civic Center through June 25<sup>th</sup> and will be open Monday through Saturday each week.

A juried art show is a prestigious event designed to raise the level of artistic quality and promote artistic awareness through out the community. Success can be measured by the increasing number of show entries, and this year, we are encouraging all visitors to sign a guest book to accurately record the number of visitors to the art show.

### **Organizational Capacity**

Peninsula Art League has a well earned reputation and a proven track record. The combined experience of 240 members offers a broad area of expertise capable of successfully planning, organizing, and executing community art events. The current board of directors provides direction and is open to new, innovative ways of involving the community in artistic endeavors.

Project Title 2008 Sixth Annual Peninsula Art League Open Juried Art ExhibitionPAL Board 2007 - 2008 - Officers

|                   |                  |              |                                                                                          |
|-------------------|------------------|--------------|------------------------------------------------------------------------------------------|
| President:        | Myrna Binion     | 253-857-4222 | <a href="mailto:myrnalb@comcast.net">myrnalb@comcast.net</a>                             |
| 1st VP Co-Chair   | George Milliken  | 253-858-3672 | <a href="mailto:gbmill2@comcast.net">gbmill2@comcast.net</a>                             |
| 1st VP Co-Chair   | Arvid Anderson   | 253-549-7339 | <a href="mailto:arvidandbarb@comcast.net">arvidandbarb@comcast.net</a>                   |
| 2nd VP Show Chair | Rhene Johns      | 253-209-1355 | <a href="mailto:rhene@comcast.net">rhene@comcast.net</a>                                 |
| Secretary         | Anne Knapp       | 253-265-6700 | <a href="mailto:annemknapp@gmail.com">annemknapp@gmail.com</a>                           |
| Treasurer         | Jon Lonning      | 253-851-4866 | <a href="mailto:jlonning@centurytel.net">jlonning@centurytel.net</a>                     |
| Mem @ Large       | Sherry Weitzel   | 253-265-1575 | <a href="mailto:sherrylw49@aol.com">sherrylw49@aol.com</a>                               |
| Mem @ Large       | Virginia Alvarez | 253-851-0015 | <a href="mailto:virginiasalvarez@worldnet.att.net">virginiasalvarez@worldnet.att.net</a> |
| Mem @ Large       | Harry Sundberg   | 253-265-3780 | <a href="mailto:hesundberg@comcast.net">hesundberg@comcast.net</a>                       |
| Newsletter Ed     | Myrna Binion     | 253-857-4222 | <a href="mailto:myrnalb@comcast.net">myrnalb@comcast.net</a>                             |
| Festival Chair    | Carol Valstyn    | 253-265-8139 | <a href="mailto:cfvalstyn@comcast.net">cfvalstyn@comcast.net</a>                         |
| Membership        | Christy Camerer  | 253-853-2178 | <a href="mailto:bluewaterartwork@centurytel.net">bluewaterartwork@centurytel.net</a>     |

PAL Committee Chairpersons:

|                                         |                               |                              |                                                                                                                                                                |
|-----------------------------------------|-------------------------------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Newsletter Distribution                 | Roma Loehmer                  | 253-851-1610                 | <a href="mailto:fredandromaghwa@aol.com">fredandromaghwa@aol.com</a>                                                                                           |
| Program Chair                           | Charli Meacham                | 253-858-9388                 | <a href="mailto:charlimeacham@centurytel.net">charlimeacham@centurytel.net</a>                                                                                 |
| Asst. Program                           | Carol Lemon                   | 206-409-2564                 | <a href="mailto:clemon@rfmarch.com">clemon@rfmarch.com</a>                                                                                                     |
| Publicity                               | Judy Buskirk                  | 253-549-7389                 | <a href="mailto:jpbuskirk@centurytel.net">jpbuskirk@centurytel.net</a>                                                                                         |
| Regional Show                           | Debbie Dorn                   | 425-442-1140                 | <a href="mailto:bedorah@msn.com">bedorah@msn.com</a>                                                                                                           |
| Hospitality & Video Library             | Cecile Anderson               | 253-549-4646                 | <a href="mailto:brucecec1@comcast.com">brucecec1@comcast.com</a>                                                                                               |
| Bi-monthly Exhibit & Sunshine Committee | Chris Cotton                  | 253-858-6191                 | no email address                                                                                                                                               |
| Workshops                               | VanBallenbergheMimi           | 253-857-2449                 | <a href="mailto:mimistudio22@comcast.net">mimistudio22@comcast.net</a>                                                                                         |
| Scholarships                            | Susan Paredes                 | 253-265-2645                 | <a href="mailto:susanparedes@comcast.net">susanparedes@comcast.net</a>                                                                                         |
| Poster Design & Plein Air Schedule      | Anne Knapp                    | 253-265-6700                 | <a href="mailto:annemknapp@gmail.com">annemknapp@gmail.com</a>                                                                                                 |
| Equipment                               | Harry Sundberg                | 253-265-3780                 | <a href="mailto:hesundberg@comcast.net">hesundberg@comcast.net</a>                                                                                             |
| Web Mistress                            | Charlee Glock-Jackson         | 253-857-5604                 | <a href="mailto:charlee@sunburststudio.com">charlee@sunburststudio.com</a>                                                                                     |
| Screenings                              | Marti Green & Michele Sleight | 360-871-2906<br>360-876-0117 | <a href="mailto:marti@martigreen.com">marti@martigreen.com</a><br><a href="mailto:imagineartstudio@michelesleight.com">imagineartstudio@michelesleight.com</a> |

Project title 2008 Sixth Annual Peninsula Art League Open Juried Art Exhibition

**1. project budget**

|                              |                   |
|------------------------------|-------------------|
| <b>Personnel</b>             |                   |
| jury fee                     | \$575.00          |
| instruction fee              | \$1,950.00        |
| lodging                      | \$600.00          |
| per diem                     | \$265.00          |
| <b>Supplies / Materials</b>  |                   |
| reception                    | \$300.00          |
| certificates / ribbons       | \$50.00           |
| <b>Space Rental</b>          |                   |
| Civic Center                 | \$800.00          |
| workshop venue               | \$150.00          |
| <b>Marketing / Promotion</b> |                   |
| advertisement                | \$100.00          |
| catalog                      | \$300.00          |
| prospectus                   | \$400.00          |
| postcards                    | \$400.00          |
| workshop flyers              | \$50.00           |
| <b>Travel</b>                |                   |
| mileage                      | \$265.00          |
| <b>Other Expenses</b>        |                   |
| cash awards                  | \$2,400.00        |
| postage                      | \$300.00          |
| website PDF                  | \$227.00          |
| permit                       | \$25.00           |
| <b>total project cost</b>    | <u>\$9,157.00</u> |

**2. cash match**

|                    |                   |
|--------------------|-------------------|
| Admissions / Fees  | \$2,450.00        |
| Grants / Donations |                   |
| Government Support |                   |
| Workshop income    | <u>\$2,925.00</u> |
| <b>total</b>       | <u>\$5,375.00</u> |

**3. In Kind match**

|                            |                 |
|----------------------------|-----------------|
| computer designed brochure | \$200.00        |
| 8 hrs @ \$25.00 per hour   |                 |
| administrative             | \$300.00        |
| 20 hrs @ \$15.00 per hour  |                 |
| delivery service           | <u>\$50.00</u>  |
| <b>total value</b>         | <u>\$550.00</u> |

|                              |                   |
|------------------------------|-------------------|
| <b>1. amount requested</b>   | \$2,000.00        |
| <b>2. cash match</b>         | \$5,375.00        |
| <b>3. in-kind match</b>      | <u>\$550.00</u>   |
| <b>4. total project cost</b> | <u>\$9,157.00</u> |



## CITY OF GIG HARBOR ARTS COMMISSION (GHAC) GRANT APPLICATION 2008

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

agreed

Grant application completed by: Debbi Owen Date: Jan 27<sup>th</sup> 2008

Authorized by, in accordance with Board of Directors Resolution

Print Name: Myrna Binion Date: Jan 28, 2008

Signature: Myrna Binion Date: Jan 28, 2008  
PAL President

## JUDY MORRIS, JUROR

Judy Morris earned B.S. and M.S. degrees in art education from Southern Oregon University in Ashland, Oregon. She taught art at South Medford High School for thirty years before retiring in 1996 to become a full time professional watercolorist. In the last fifteen years, Morris has been a popular juror and workshop teacher throughout the country and in Canada, Mexico, England, Switzerland, France, and Italy.

Her paintings have received more than fifty national and regional awards and have been included in exhibitions throughout the country, most recently those sponsored by the American Watercolor Society, the National Watercolor Society, and the Transparent Watercolor Society of America.

Judy Morris has been a member of the Watercolor Society of Oregon since 1980 and is a signature member of the American Watercolor Society, National Watercolor Society, the Transparent Watercolor Society of America, and the Northwest Watercolor Society. She is also a member of the West Coast Watercolor Society whose elected membership is limited to fifty artists living in the Pacific coast states.

Her work has been included in more than a dozen recent watercolor books and publications including SPLASH 4, SPLASH 5, SPLASH 7 (See an image of her painting on the back cover), SPLASH 8, and SPLASH 9. She is the author of WATERCOLOR BASICS: LIGHT published by North Light Books.

### WORKSHOP

A watercolor workshop with Judy Morris will be held on June 3, 4, & 5, 2008 in Gig Harbor.

For information, contact

Workshop Chairperson,

Mimi VanBallenberghe

253-857-2449 or

Email [mimistudio@comcast.net](mailto:mimistudio@comcast.net)

## 2008 CALENDAR

|          |                                                                                     |
|----------|-------------------------------------------------------------------------------------|
| March 25 | Digital image or slide entry deadline                                               |
| April 25 | Notification mailed to artists                                                      |
| May 28   | Deadline for shipped Paintings                                                      |
| May 29   | Hand delivered paintings 9:00 am- 4:00 pm                                           |
| June 2   | Show opens to public                                                                |
| June 3   | Reception and Awards ceremony Gig Harbor Civic Center Hospitality Room 6:00-8:00 pm |
| June 26  | Pick up hand delivered paintings 10:00- 4:00 pm                                     |

### AWARDS

|              |        |
|--------------|--------|
| Best of Show | \$1000 |
| First Place  | \$700  |
| Second Place | \$500  |
| Third Place  | \$200  |

Plus other awards

### EXHIBITION CHAIRPERSON

Debbie Dorn

523-514-5966

**Peninsula Art League**

4232 Ray Nash Dr NW

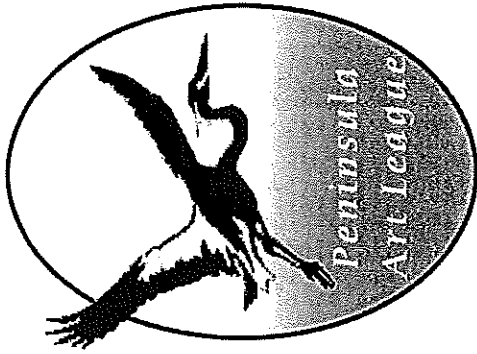
Gig Harbor, WA 98335

email [bedorah@msn.com](mailto:bedorah@msn.com)

# 2008

## SIXTH ANNUAL

# PENINSULA ART LEAGUE OPEN JURIED ART EXHIBITION



June 2<sup>nd</sup> - 25<sup>th</sup>, 2008

Gig Harbor Civic Center

3510 Grandview Street  
Gig Harbor, WA 98335  
253-851-8136

PROSPECTUS

New Business - 1

**ELIGIBILITY**

- Artists must be 18 years or older.
- Entries must be original works of art, entirely done by the entrant and executed within the last two years.
- Entries must not be giclées, copies in whole or in part of paintings or photographs by other artists.
- Works produced in workshops or under supervision are not eligible

**CONDITIONS**

- Entries will be judged by digital entries and slides.
- Awards will be judged from original paintings.
- Artists may not substitute another work for an accepted work nor withdraw the work once it is accepted.
- Accepted artists who do withdraw may not enter future PAL shows for two years.
- All entries must be for sale.
- Maximum **FRAMED** dimensions not greater than 30 inches by 40 inches.
- Minimum **FRAMED** size must be at least 12 inches in any dimension.
- Entry fees are nonrefundable.
- PAL reserves the right to refuse, upon arrival, any piece of unacceptable quality not discernable in the slide.
- Paintings that do not match the digital image, slide or meet framing criteria will be refused.

**ACCEPTED WORKS**

- Work may be hand delivered or shipped. Instructions will be included in the acceptance letter.
- There is a \$15.00 handling fee for shipped works.
- Accepted work must be sturdily framed and ready to hang, including wire. Shipped works must use Plexiglas. PAL will reproduce accepted artwork, with granted permission, for promotional uses, including websites.
- Slides of accepted works will not be returned.
- While utmost care will be taken in handling slides and artwork, neither PAL nor its representatives nor Civic Center will be responsible for damage or loss from any cause.

**DIGITAL ENTRY PROCEDURES (recommended)**

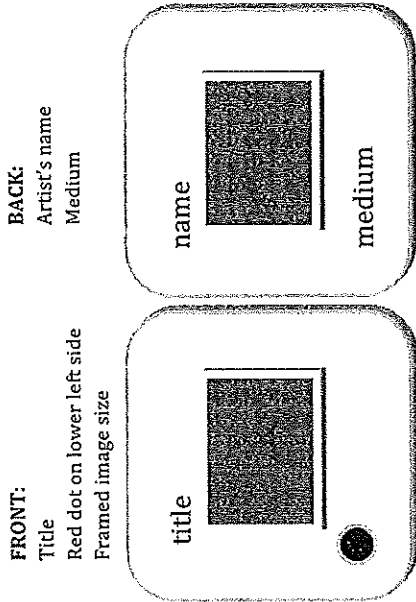
- JPG format maximum size 1024 x 768 pixels at 72 dots per inch, maximum file size of 500kb.
- You may copy your image onto a CD and mail with entry form or email your images to [bedorah@msn.com](mailto:bedorah@msn.com) (emailed images will not be eligible until entry form and check is received by mail)
- Multiple images may be saved to one CD. Save each image as "artist name.title of work.jpg" For example "Jerry/Jones.Girl\_with\_Flower.jpg"

**35 MM SLIDE ENTRY PROCEDURES**

- Standard 2x2 inch cardboard or plastic mounts.
- The slide should be of excellent quality.
- Poor Quality jeopardizes chance of acceptance.
- No oversized slides, glass slides, stick on labels or tape outside of mount.

**NO MORE THAN 3 SLIDES PER ARTIST.**

- Slides must be submitted with a completed Entry Form, entry fee, and a #10 SASE (self-addressed, stamped envelope) for notification and/or return of slide(s).
- The entry for may be photocopied.
- Label the slide as shown below:



**Mail entry to:**

Debbie Dorn  
 Peninsula Art League  
 4232 Ray Nash Dr NW  
 Gig Harbor, WA 98335

**Entries must be postmarked  
 by March 25<sup>th</sup>**

**ENTRY CHECKLIST**

- Images emailed, Check enclosed.
- Slide (s)
- CD's
- Completed and signed entry form.
- Self-addressed & stamped envelope for notification and slide return.
- Appropriate fees in U.S. funds.

• Make checks payable to: **Peninsula Art League.**

**Peninsula Art League**

2008 Sixth Annual Open Juried Art Exhibition

**Entry Form**

Artist \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ email \_\_\_\_\_

Title #1 \_\_\_\_\_  
 Image size \_\_\_\_\_ Framed size \_\_\_\_\_  
 Medium \_\_\_\_\_ Price Framed\$ \_\_\_\_\_

Title #2 \_\_\_\_\_  
 Image size \_\_\_\_\_ Framed size \_\_\_\_\_  
 Medium \_\_\_\_\_ Price Framed\$ \_\_\_\_\_

Title #3 \_\_\_\_\_  
 Image size \_\_\_\_\_ Framed size \_\_\_\_\_  
 Medium \_\_\_\_\_ Price Framed\$ \_\_\_\_\_

**MEMBERS: \$30 PER three SLIDES**

**NON-MEMBER: \$40 PER three SLIDES**

SUBMITAL OF SLIDES CONSTITUTES A LEGAL CONTRACT AND COMMITMENT ON BEHALF OF THE ARTIST TO ASSURE THAT, IF ACCEPTED FOR DISPLAY, THE ARTWORK WILL BE AVAILABLE FOR SALE DURING THE EXHIBIT. PAINTINGS SHOULD BE PRICED TO SELL. I UNDERSTAND AND AGREE TO ABIDE BY ALL OF THE CONDITIONS SET FORTH IN THE PROSPECTUS OF THE PENINSULA ART LEAGUE 2008 SIXTH ANNUAL OPEN JURIED ART EXHIBITION.

**Signature** \_\_\_\_\_

(Disqualification without artist's signature)

**Date** \_\_\_\_\_

I grant permission for an image of my paintings to be reproduced.

YES \_\_\_\_\_

NO \_\_\_\_\_

**New Business - 1**

**AGREEMENT BETWEEN GIG HARBOR  
AND GIG HARBOR FARMERS 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, P.O. Box 1142, Gig Harbor, Washington 98335, (hereinafter "GHFM"), 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 Three Thousand Dollars and no cents (\$3,000.00) be given to the GHFM to pay for professional fees, space rental, marketing/promotion, supplies/materials, and Sani cans, and as further described in the grant application submitted by GHFM, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to GHFM 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 Three Thousand Dollars and no cents (\$3,000.00) in funding to GHFM to perform the following activities and no others:

Music and the Markets – April through September 2008 at the Kimball Drive Park N Ride and Skansie Park.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 GHFM under this Agreement shall not exceed Three Thousand Dollars and no cents (\$3,000.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** GHFM shall

expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.

**Section 4. Auditing of Records, Documents and Reports.** GHFM 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 GHFM 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.** GHFM 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.** GHFM agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that GHFM 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 GHFM to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** GHFM 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 GHFM 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 GHFM to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GHFM 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

**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 20th day of February, 2008.

THE CITY OF GIG HARBOR

GIG HARBOR FARMERS MARKET

By \_\_\_\_\_  
Its Mayor

By Dale Schultz  
Its Chairman

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

Exhibit A

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

**GHAC USE ONLY**     Complete application     Incomplete application

**REFER TO PRIOR PAGE FOR REQUIREMENTS TO COMPLETE  
APPLICATION ALONG WITH GRANT GUIDELINES.**

**INFORMATION ABOUT GRANT APPLICANT**

**Name of Organization :** \_ Gig Harbor Farmers Market

**ADDRESS:** PO Box 1142    **CITY:** Gig Harbor    **STATE:** WA    **ZIP:** 98335  
**TELEPHONE #** 253-851-7397    **FAX NUMBER:**  
**EMAIL ADDRESS:** pfgs4112@aol.com

**CONTACT PERSON:** Dale Schultz    **TITLE:** Chairman  
**ADDRESS:** 4112 Olson Drive NW    **CITY:** Gig Harbor    **STATE:** WA    **ZIP:** 98335  
**TELEPHONE #:** 253-851-7397    **FAX NUMBER:**  
**EMAIL ADDRESS:** pfgs4112@aol.com

**PROJECT SUMMARY:**

**AMOUNT REQUESTED:** \$ 3,040.00  
**PROJECT TITLE:** Music At The Markets

**PROJECT DATES:** April through September 2008

**PROJECT LOCATION:** Kimball Drive Park N Ride and Skansie Park

**CONCISE DESCRIPTION OF THE PROJECT & WHAT YOU ARE ASKING GHAC TO  
SUPPORT:**

To present 27 2 ½ hour performances at the Gig Harbor Farmers Market at Kimball Drive Park N Ride from 11-1:30 on Saturdays, April through September and to present 13 2 ½ hour performances at the Gig Harbor Farmers Market at Skansie Park on Wednesdays from 1-3:30 June through August.

project title MUSIC AT THE MARKETS

**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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

1. **Organizational Background:** The 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 1991. 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 type and quality of entertainment.

The GHFM is moving to the Kimball Drive Park N Ride for one year while Stroh's field is developed for a new Park N Ride and also the Home of the GHFM. During this time we will be limited for some of our usual activities. We will continue to sponsor Plant A Row for the Hungry, provided a children's tent where children may explore and create crafts and artwork, sponsor and run the Gig Harbor Chowder Cook Off, in conjunction with the city of Gig Harbor and Columbia Bank and provide garden experts to answer question.

2. **Purpose of Request:** The purpose of the request is to ask for funding to help present 27 2 ½ hour free performances from 11-1:30 on Saturdays at the Gig Harbor Farmers Market at Kimball Drive Park N Ride from April through September and 13 2 ½ hour free performances from 1-3:30 on Wednesdays at the Gig Harbor Farmers Market at Skansie Park from June through August.

The goals and outcomes of the free performances will (1) help revitalize the downtown Gig Harbor community by drawing people to the downtown location on Wednesdays, (2) provide the community a wide range of local musicians, to listen to and enjoy: Folk, Jazz, Contemporary, Blues and even teasers from local theatre groups, (3) will increase public awareness of the musical talents that live in Gig Harbor area., (4) open to everyone, (5) ADA accessible, (6) Entertainment is appropriate for all levels, (7) free admission and public parking and (8) increase tourism.

The evaluation process will be measured (1) customer survey and feedback, (2) increased market attendance, (3) feedback from downtown merchants on Wednesday Market in direct relationship to their customer base compared to other days of the week, (4) vendor feedback and (5) Artist and Musicians feedback.

3. **Organization Capacity:** The GHFM Board of Directors is well-positioned to implement this proposal request for the following reasons, (1) GHFM established in 1991, (2) Large established customer base (1,200-2,000 people per week), (3) Excellent working relationship with the City of Gig Harbor and Laureen Lund, Director of Tourism in Sponsoring the Chowder Cook Off, (4) GHFM is a member of the Gig Harbor Chamber of Commerce, (5) GHFM has two market sites and ample parking



project title MUSIC AT THE MARKETS

**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)  
 in kind labor @\$8 per hrs x120 hours=\$960  
 Professional fees=\$3,040  
**Total \$4,000**

b) Supplies / Materials  
 10x10 tent=\$350, Bose Sound System=\$2,600  
 Stage=\$300  
**Total \$3,250**

c) Space Rental  
 Stall space fee at market=\$20x40  
 performances=\$800  
**Total \$800**

d) Marketing / Promotion  
 Rack Cards=\$250, Key Peninsula News ads=\$600  
 Gateway Ads=\$1,500, Website=\$200  
**Total \$2,550**

e) Travel (who & where)  
 none  
**\$0**

f) Other Expenses (identify)  
 Sani cans=\$500,  
 Power cords (2 @200ft each) and GIF connectors  
 =\$300  
 Electricity bill=\$200  
**\$1,000**

**total project cost \$11,600**  
 Enter in #4 (right-hand column)

**2. cash match**

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

Admissions / Fees \$0  
 Grants / Donations \$0  
 Government Support \$250  
 Other \$1,300  
**total \$1,550**

Enter in #2 below

**\$1,550**

**3. in kind match**

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

labor \$860  
 Stall space rental fee \$800  
 Advertising \$2,300  
 Tent \$350  
 Bose Sound System \$2,600  
 \$  
**total value \$7,010**

Enter in #3below

**\$7,010**

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

**1. amount requested \$3,040**  
**2. cash match \$1,550**  
**3. in-kind match \$7,010**  
**4. total project cost \$11,600**

**GIG HARBOR FARMERS MARKET  
ASSOCIATION  
BOARD OF DIRECTORS  
2008**



Chairman, Dale Schultz

Vice Chairman, Doug Stegmiller

Secretary, Donna White

Treasurer, Lyn Schultz

Directors At Large:

Jack Sanzalone

George Reed

Tom Sain

Signed by Dale Schultz, chairman

Date

*Dale Schultz*  
*January 23, 2008*

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

agreed

Grant application completed by: Dale Schultz Date: January 25, 2008

Authorized by, in accordance with Board of Directors Resolution

Print Name: DALE SCHULTZ Date: 1/25/2008  
Signature: Dale Schultz Date: 1/25/2008

# Gig Harbor Farmers Market 2008 Entertainment Schedule Kimball Drive Park N Ride (Saturday Market)

| Date     | Time       | Artist          | Type of Music                                                                                                                                                                                                              | Website and Email                                                                                           |
|----------|------------|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| April 5  | 11:00-1:30 | Cesar Medal     | A classical guitarist, Cesar continues giving concerts and recitals, delighting audiences with his performances                                                                                                            | cmusica2001@yahoo.com                                                                                       |
| April 12 | 11:00-1:30 | Kel Schmitz     | Oldies, Pop, Country & Folk "North Dakota Lonesome," Kel's well-received first CD, is fresh out of the studio and has caught fire on the performance circuit                                                               | kelsher@msn.com                                                                                             |
| April 19 | 11:00-1:30 | Kristin Connell | Award winning singer/songwriter, Kristin Connell, sings with ease, clarity and a voice so untainted and pure it draws the listener back for more from contemporary folk to Americana                                       | <a href="http://kristinconnell.com/index.htm">http://kristinconnell.com/index.htm</a>                       |
| April 26 | 11:00-1:30 | Rick Gonzalez   | Rick's musical and lyrical influences range from Classical, Big Band, Sinatra and Etta James, to the Beatles, Eagles, Paul Simon, James Taylor and Steely Dan                                                              | <a href="http://www.rickgmusic.com/puppa333@comcast.net">http://www.rickgmusic.com/puppa333@comcast.net</a> |
| May 3    | 11:00-1:30 | Billy Farmer    | Billy plays in several groups, and does solo's. His musical style varies from country to rock to blues. He also does covers of a wide array of bands and musicians. He teaches guitar to young people all over the western | guitaronomic@wiredcity.net                                                                                  |
| May 10   | 11:00-1:30 | Colin Spring    | Colin gravitates toward classic 60's and 70's folk in musical style                                                                                                                                                        | <a href="http://www.colinspring.com">http://www.colinspring.com</a>                                         |
| May 17   | 11:00-1:30 | Kristin Connell | Award winning singer/songwriter, Kristin Connell, sings with ease, clarity and a voice so untainted and pure it draws the listener back for more from contemporary folk to Americana                                       | <a href="http://kristinconnell.com/index.htm">http://kristinconnell.com/index.htm</a>                       |
| May 24   | 11:00-1:30 | Rick Gonzalez   | Rick's musical and lyrical influences range from Classical, Big Band, Sinatra and Etta James, to the Beatles, Eagles, Paul Simon, James Taylor and Steely Dan                                                              | <a href="http://www.rickgmusic.com/puppa333@comcast.net">http://www.rickgmusic.com/puppa333@comcast.net</a> |
| May 31   | 11:00-1:30 | Kel Schmitz     | Oldies, Pop, Country & Folk "North Dakota                                                                                                                                                                                  | kelsher@msn.com                                                                                             |

|          |            |                 |                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                 |
|----------|------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| June 7   | 11:00-1:30 | Billy Farmer    | Lonesome," Kell's well-received first CD, is fresh out of the studio and has caught fire on the performance circuit<br>Billy plays in several groups, and does solo's. His musical style varies from country to rock to blues. He also does covers of a wide array of bands and musicians. He teaches guitar to young people all over the western | guitaronomic@wiredcity.net                                                                                                      |
| June 14  | 11:00-1:30 | Kristin Connell | Award winning singer/songwriter, Kristin Connell, sings with ease, clarity and a voice so untainted and pure it draws the listener back for more from contemporary folk to Americana                                                                                                                                                              | <a href="http://kristinconnell.com/index.htm">http://kristinconnell.com/index.htm</a>                                           |
| June 21  | 11:00-1:30 | Rick Gonzalez   | Rick's musical and lyrical influences range from Classical, Big Band, Sinatra and Etta James, to the Beatles, Eagles, Paul Simon, James Taylor and Steely Dan                                                                                                                                                                                     | <a href="http://www.rickgmusic.com/puppa333@comcast.net">http://www.rickgmusic.com/puppa333@comcast.net</a>                     |
| June 28  | 11:00-1:30 | Sharon Stearnes | Sharon can play jazz, big band, pop rock and contemporary music                                                                                                                                                                                                                                                                                   | <a href="mailto:sharonstearnes@comcast.net">sharonstearnes@comcast.net</a>                                                      |
| July 5   | 11:00-1:30 | Rick Gonzalez   | Rick's musical and lyrical influences range from Classical, Big Band, Sinatra and Etta James, to the Beatles, Eagles, Paul Simon, James Taylor and Steely Dan                                                                                                                                                                                     | <a href="http://www.rickgmusic.com/puppa333@comcast.net">http://www.rickgmusic.com/puppa333@comcast.net</a>                     |
| July 12  | 11:00-1:30 | Jerin Falkner   | A smooth blend of pop-folk lyrics and melodies accompanied by an unforgettable voice                                                                                                                                                                                                                                                              | <a href="http://www.myspace.com/jerinfalknermusic">http://www.myspace.com/jerinfalknermusic</a><br>ic<br>jerinfalkner@yahoo.com |
| July 19  | 11:00-1:30 | Cesar Medal     | A classical guitarist. Cesar continues giving concerts and recitals, delighting audiences with his performances                                                                                                                                                                                                                                   | <a href="mailto:cmusica2001@yahoo.com">cmusica2001@yahoo.com</a>                                                                |
| July 26  | 11:00-1:30 | Jerin Falkner   | A smooth blend of pop-folk lyrics and melodies accompanied by an unforgettable voice                                                                                                                                                                                                                                                              | <a href="http://www.myspace.com/jerinfalknermusic">http://www.myspace.com/jerinfalknermusic</a><br>ic<br>jerinfalkner@yahoo.com |
| August 2 | 11:00-1:30 | Billy Farmer    | Billy plays in several groups, and does solo's. His musical style varies from country to rock to blues. He also does covers of a wide array of bands and musicians. He teaches guitar to young people all over the western                                                                                                                        | guitaronomic@wiredcity.net                                                                                                      |

|              |                             |                     |                                                                                                                                                                                                                            |                                                                                                                            |
|--------------|-----------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| August 9     | 11:00-1:30                  | Kristin Connell     | Award winning singer/songwriter, Kristin Connell, sings with ease, clarity and a voice so untainted and pure it draws the listener back for more from contemporary folk to Americana                                       | <a href="http://kristinconnell.com/index.htm">http://kristinconnell.com/index.htm</a>                                      |
| August 16    | 11:00-1:30                  | Rick Gonzalez       | Rick's musical and lyrical influences range from Classical, Big Band, Sinatra and Etta James, to the Beatles, Eagles, Paul Simon, James Taylor and Steely Dan                                                              | <a href="http://www.rickgmusic.com/puppa333@comcast.net">http://www.rickgmusic.com/puppa333@comcast.net</a>                |
| August 23    | 11:00-1:30                  | Todd Carter Koeppen | A innovative union of Pop/Rock and World Music<br>"Koeppen...[writes] songs with the vivid imagery and third person narrative of a powerhouse novelist."                                                                   | <a href="http://www.toddcarterkoeppen.com/id17.htm">http://www.toddcarterkoeppen.com/id17.htm</a><br>tckoeppen@hotmail.com |
| August 30    | 11:00-1:30                  | Billy Farmer        | Billy plays in several groups, and does solo's. His musical style varies from country to rock to blues. He also does covers of a wide array of bands and musicians. He teaches guitar to young people all over the western | guitaronomic@wirecity.net                                                                                                  |
| September 6  | 11:00-1:30                  | Rick Gonzalez       | Rick's musical and lyrical influences range from Classical, Big Band, Sinatra and Etta James, to the Beatles, Eagles, Paul Simon, James Taylor and Steely Dan                                                              | <a href="http://www.rickgmusic.com/puppa333@comcast.net">http://www.rickgmusic.com/puppa333@comcast.net</a>                |
| September 13 | 11:00-1:30                  | Martin Nyberg       | Martin Nyberg is a guitarist and vocalist with a focus on celtic roots                                                                                                                                                     | <a href="http://www.martinnyberg.com/martin@martinnyberg.com">http://www.martinnyberg.com/martin@martinnyberg.com</a>      |
| September 20 | 11:00-1:30                  | There She Goes      | There She Goes is a recently formed duo of two beautiful voices.<br>"soft rockin' folk, with folk-rockin' soul"                                                                                                            | <a href="http://www.thereshegoesmusic.com">www.thereshegoesmusic.com</a><br>anyjwells@comcast.net                          |
| September 27 | 10-2<br>Chowder<br>Cook Off | Dave Calhoun        | Dave is a singer-songwriter playing what is known as Tropical Rock music in the style of Jimmy Buffett                                                                                                                     | trop_zone@hotmail.com                                                                                                      |

## Gig Harbor Farmers Market 2008 Entertainment Schedule Skansie Park (downtown market on Wednesday)

| Date    | Time   | Artist         | Type of Music                                                                                                                                                                                                              | Website and Email                                                                                       |
|---------|--------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| June 4  | 1-3:30 | Rick Gonzalez  | Rick's musical and lyrical influences range from Classical, Big Band, Sinatra and Etta James, to the Beatles, Eagles, Paul Simon, James Taylor and Steely Dan                                                              | <a href="http://www.rickgmusic.com/">http://www.rickgmusic.com/</a><br>puppa333@comcast.net             |
| June 11 | 1-3:30 | Billy Farmer   | Billy plays in several groups, and does solo's. His musical style varies from country to rock to blues. He also does covers of a wide array of bands and musicians. He teaches guitar to young people all over the western | guitaronomic@wiredcity.net                                                                              |
| June 18 | 1-3:30 | Dave Calhoun   | Dave is a singer-songwriter playing what is known as Tropical Rock music in the style of Jimmy Buffett.                                                                                                                    | trop_zone@hotmail.com                                                                                   |
| June 25 | 1-3:30 | Billy Farmer   | Billy plays in several groups, and does solo's. His musical style varies from country to rock to blues. He also does covers of a wide array of bands and musicians. He teaches guitar to young people all over the western | guitaronomic@wiredcity.net                                                                              |
| July 2  | 1-3:30 | Rick Gonzalez  | Rick's musical and lyrical influences range from Classical, Big Band, Sinatra and Etta James, to the Beatles, Eagles, Paul Simon, James Taylor and Steely Dan                                                              | <a href="http://www.rickgmusic.com/">http://www.rickgmusic.com/</a><br>puppa333@comcast.net             |
| July 9  | 1-3:30 | Colin Spring   | Colin gravitates toward classic 60's and 70's folk in musical style                                                                                                                                                        | <a href="http://www.colinspring.com">http://www.colinspring.com</a><br>gocolino@yahoo.com               |
| July 16 | 1-3:30 | Billy Farmer   | Billy plays in several groups, and does solo's. His musical style varies from country to rock to blues. He also does covers of a wide array of bands and musicians. He teaches guitar to young people all over the western | guitaronomic@wiredcity.net                                                                              |
| July 23 | 1-3:30 | Dave Calhoun   | Dave is a singer-songwriter playing what is known as Tropical Rock music in the style of Jimmy Buffett                                                                                                                     | trop_zone@hotmail.com                                                                                   |
| July 30 | 1-3:30 | There She Goes | There She Goes is a recently formed duo of two beautiful voices.<br>"soft rockin' folk, with folk-rockin' soul"                                                                                                            | <a href="http://www.theresheshegoesmusic.com">www.theresheshegoesmusic.com</a><br>amyjwells@comcast.net |





**AGREEMENT BETWEEN GIG HARBOR  
AND THE PERFORMANCE CIRCLE dba PARADISE THEATRE  
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 PERFORMANCE CIRCLE dba PARADISE THEATRE, a 501C-3 non-profit corporation of Washington, P.O. Box 4, Gig Harbor, Washington 98335, (hereinafter "PC"), 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 Sixty Dollars and no cents (\$1,460.00) be given to the PC to pay for professional fees, space rental, marketing/promotion, and supplies/materials, and as further described in the grant application submitted by PC, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to PC 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 Sixty Dollars and no cents (\$1,460.00) in funding to PC to perform the following activities and no others:

Summer Arts Camps 2008 scheduled for July 7 - July 28, 2008.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 PC under this Agreement shall not exceed One Thousand Four Hundred Sixty Dollars and no cents (\$1,460.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be**

paid. PC shall expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.

**Section 4. Auditing of Records, Documents and Reports.** PC 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 PC 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.** PC 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.** PC agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that PC 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 PC to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** PC 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 PC 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 PC to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PC 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

**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 \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

PERFORMANCE CIRCLE, dba PARADISE THEATRE

By \_\_\_\_\_  
Its Mayor

By *Dennis Caswell*  
Its President

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney



project title Summer Arts Camp 2008

## 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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

Paradise Theatre, a nonprofit organization, seeks to meet the needs of the Pacific NW, specifically Gig Harbor, by offering high quality, professional caliber theatre to Peninsula residents. We seek to strengthen the Pacific Northwest's cultural community by providing artistic excellence, innovation, diversity, and access to all within the Puget Sound area.

A major component of Paradise Theatre's success is its work with children. Paradise Theatre recognizes the importance of introducing youth to the performing arts and fostering an appreciation of and participation in the arts at an early age.

Paradise Theatre Arts Camps, 2008, provide an excellent opportunity for the children of Gig Harbor to incorporate the performing arts into their lives. The summer camp runs from the beginning of July until late July. This will be the "14<sup>th</sup>" year our leaders have run this youth Summer Camp program. Exciting workshops in acting, music and dance are enjoyed by youth ages 6-18. Students also experience daily live entertainment from professional theatre artists. The study of Broadway shows completes the program. A special JB camp for ages 3-5 offers storytelling, tumbling -

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



**EXECUTIVE BOARD**

DENNIS CASWELL  
3021 37<sup>TH</sup> ST NW  
GIG HARBOR, WA 98335  
853-1930, 370-7597  
[dcaswell@mailbbu.com](mailto:dcaswell@mailbbu.com)

PRESIDENT

*REGIONAL SALES MANAGER OROWEAT*

JEFF RICHARDS  
14816 121 ST KPN  
GIG HARBOR, WA 98329  
303-1825  
[jrichards53@hotmail.com](mailto:jrichards53@hotmail.com)

IMMEDIATE PAST PRESIDENT

*SALES HOME DEPOT*

PALMER SCHEUTZOW  
2915 91<sup>ST</sup> AVE CT NW  
GIG HARBOR, WA 98335  
265-6170, 861-3744  
[storkpal1@aol.com](mailto:storkpal1@aol.com)

SECRETARY/TREASURER

*RECEPTIONIST*

VICKI RICHARDS  
14816 121 ST KPN  
GIG HARBOR, WA 98329  
851-7529, 678-5731  
[vrichards@paradisetheatre.org](mailto:vrichards@paradisetheatre.org)

EXECUTIVE ARTISTIC DIRECTOR

**MEMBERS AT LARGE**

MARIANNE MCCOLLEY  
PO BOX 720  
HOME, WA 98349  
884-5615  
[pdmc@centurytel.net](mailto:pdmc@centurytel.net)

MEMBER

*RETIRED TEACHER*

JOE SCHEUTZOW  
2915 91<sup>ST</sup> AVE CT NW  
GIG HARBOR, WA 98335  
265-6170, 261-7439  
[joescheutz@aol.com](mailto:joescheutz@aol.com)

MEMBER

*DENTAL EQUIPMENT SALES*

MIKE KARTES  
12815 115<sup>TH</sup> AVE NW  
GIG HARBOR, WA 98332  
858-6126, 789-2880  
[mkartes2@mailbbu.com](mailto:mkartes2@mailbbu.com)

MEMBER

*SALES BIMBO BAKERIES*

LAURA GADBOW  
3403 VERNHARDSON ST  
GIG HARBOR, WA 98332  
858-7354, 381-7419  
[gadbow@centurytel.net](mailto:gadbow@centurytel.net)

MEMBER

*ACCOUNT MANAGER TIDES*

GAY SULLIVAN  
9360 MILTON AVE  
GIG HARBOR, WA 98332  
857-4102, 549-8776  
[gaby312@aol.com](mailto:gaby312@aol.com)

MEMBER

*RETIRED TEACHER*

DIANE DANIELS  
10206 22ND AVE NW  
GIG HARBOR, WA 98332  
858-2886  
[dmmsd@hotmail.com](mailto:dmmsd@hotmail.com)

MEMBER

*TEACHER/DIRECTOR*

**MEMBERS AT LARGE CON'T**

***New Business - 1***

TRACI TIPPLE  
2819 Moorelands Dr Nw  
Gig Harbor, WA 98335  
265-2339, 223-9988  
[bttip@comcast.net](mailto:bttip@comcast.net)

MEMBER

*HOMEMAKER/VOLUNTEER*

KIRK SALISBURY  
PO BOX 1067  
Gig Harbor, WA 98335  
265-3847, 224-5545  
[kirks@milam.com](mailto:kirks@milam.com)

MEMBER

*SERVICE DIRECTOR*



**AGREEMENT BETWEEN GIG HARBOR  
AND THE HARBOR HISTORY MUSEUM  
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 HARBOR HISTORY MUSEUM, a 501C-3 non-profit corporation of Washington, P.O. Box 744, Gig Harbor, Washington 98335, (hereinafter "HHM"), 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 Forty Dollars and no cents (\$1,440.00) be given to the HHM to pay for professional fees, and as further described in the grant application submitted by HHM, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to HHM 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 Forty Dollars and no cents (\$1,440.00) in funding to HHM to perform the following activities and no others:

On Shore & On Board: Contributions of Gig Harbor's Women to the Commercial Fishing Industry scheduled for June 1<sup>st</sup> through November 20<sup>th</sup>, 2008.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 HHM under this Agreement shall not exceed One Thousand Four Hundred Forty Dollars and no cents (\$1,440.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** HHM shall expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.

**Section 4. Auditing of Records, Documents and Reports.** HHM 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 HHM 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.** HHM 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.** HHM agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that HHM 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 HHM to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** HHM 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 HHM 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 HHM to enforce any of the terms of this Agreement and the City prevails in such lawsuit, HHM 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

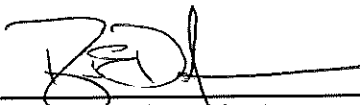
**Section 13. Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized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

DATED this \_\_\_th day of \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

HARBOR HISTORY MUSEUM

By \_\_\_\_\_  
Its Mayor

By  \_\_\_\_\_  
Its Vice President

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

## CITY OF GIG HARBOR ARTS COMMISSION (GHAC) GRANT APPLICATION 2008

**GHAC USE ONLY**    Complete application    Incomplete application

**REFER TO PRIOR PAGE FOR REQUIREMENTS TO COMPLETE APPLICATION ALONG WITH GRANT GUIDELINES.**

### INFORMATION ABOUT GRANT APPLICANT

**Name of Organization :** Harbor History Museum (Gig Harbor Peninsula Historical Society)

**ADDRESS:** PO Box 744

**CITY:** Gig Harbor   **STATE:** WA   **ZIP:** 98335

**TELEPHONE #** 253-858-6722

**FAX NUMBER:** 253-853-4211

**EMAIL ADDRESS:** jennifer@gigharbormuseum.org

**CONTACT PERSON:** Jennifer Kilmer   **TITLE:** Executive Director

**ADDRESS:** PO Box 744

**CITY:** Gig Harbor   **STATE:** WA   **ZIP:** 98335

**TELEPHONE #:** 253-858-6722

**FAX NUMBER:** 253-853-4211

**EMAIL ADDRESS:** jennifer@gigharbormuseum.org

**PROJECT SUMMARY:** 15-minute video documenting the experiences of Gig Harbor women involved in the commercial fishing industry

**AMOUNT:** \$4,000

**PROJECT TITLE:** "On Shore & On Board: Contributions of Gig Harbor's Women to the Commercial Fishing Industry"

**PROJECT DATES:** June 1, 2008 through November 20, 2008

**PROJECT LOCATION:** Harbor History Museum exhibit & Women's History Consortium website

**CONCISE DESCRIPTION OF THE PROJECT & WHAT YOU ARE ASKING GHAC TO SUPPORT:**

Gig Harbor's women played an important role in the overwhelming success of the commercial fishing industry. This video project records the stories of the women who fished alongside family members, ran their own boats, and took care of home and children by individual perseverance and the close female connections to family and friends. The video will feature interviews with the women, and will include scanned images of the women at home and at sea. The video will preserve these primary source interviews and photographs for exhibit and research. It will be accessible to visitors in the museum's commercial fishing exhibit.

In December, 2007, the Harbor History Museum (HHM) received a \$5,000 grant from the Washington State Women's History Consortium (WHC) in support of the video. HHM is asking GHAC for additional funding in support of the project.

project title: "On Shore & On Board" video project

**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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

The Gig Harbor Peninsula Historical Society was founded in 1963. 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 Harbor History Museum (HHM) is scheduled to open late 2008 with temporary and permanent exhibits and public programs designed to reflect and share the history of the harbor and its inhabitants.

Funding is requested to supplement a \$5,000 grant awarded to HHM by the Washington State Women's History Consortium. The project will document the lifestyle and hardships of Gig Harbor's women involved in the local commercial fishing fleet – either as a wife of a commercial fisherman, a crew member on board a fishing vessel, or a fishing vessel owner. Personal and group interviews will be videotaped by a professional videographer. The project will provide to audiences a little-known aspect of Puget Sound's successful commercial fishing industry. Video and audio clips will be accessible through computer kiosks in the permanent gallery, in the museum's theater, and in the museum's research center. The video will be available to Gig Harbor Peninsula libraries and schools, to South Sound historical and maritime museums, and a copy will be included in the museum's traveling exhibit on commercial fishing. The audience for the 15-minute video will be museum and website visitors, researchers, and schools. Annual audience size estimate: 69,220 (on-site, off-site, website).

HHM is well positioned to undertake this project. We have secured funding from WHC and have designated funding to complete the project. This is the third video produced by the society for exhibits and programs.

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

project title: "On Shore & On Board" video project

**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 videographer                                        | \$ 10,750        |
| Museum staff (\$43 x 23.25 hours)                                | \$ 1,000         |
|                                                                  | \$ 11,750        |
| b) Supplies / Materials                                          |                  |
|                                                                  | \$ -0-           |
| c) Space Rental                                                  |                  |
|                                                                  | \$ -0-           |
| d) Marketing / Promotion                                         |                  |
|                                                                  | \$ -0-           |
| e) Travel (who & where)                                          |                  |
|                                                                  | \$ -0-           |
| f) Other Expenses (identify)                                     |                  |
|                                                                  | \$ -0-           |
| <b>total project cost</b>                                        | <b>\$ 11,750</b> |

Enter in #4 (right-hand column)

**2. cash match**

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

|                    |                 |
|--------------------|-----------------|
| Admissions / Fees  | \$              |
| Grants / Donations | \$ 5,000        |
| Government Support | \$              |
| Other              | \$ 2,750        |
| <b>total</b>       | <b>\$ 7,750</b> |

Enter in #2 below

**3. in kind match**

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

|                    |               |
|--------------------|---------------|
|                    | \$            |
|                    | \$            |
|                    | \$            |
|                    | \$            |
|                    | \$            |
|                    | \$            |
| <b>total value</b> | <b>\$ -0-</b> |

Enter in #3 below

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

|                              |                  |
|------------------------------|------------------|
| <b>1. amount requested</b>   | <b>\$ 4,000</b>  |
| <b>2. cash match</b>         | <b>\$ 7,750</b>  |
| <b>3. in-kind match</b>      | <b>\$ -0-</b>    |
| <b>4. total project cost</b> | <b>\$ 11,750</b> |

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

**agreed**

Grant application completed by: Victoria Blackwell

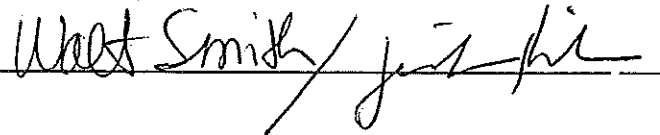
Date: Jan. 24, 2008

Authorized by, in accordance with Board of Directors Resolution

Print Name: Walt Smith

Date: Jan. 24, 2008

Signature: Walt Smith



Date: 1-24-08

**Gig Harbor Peninsula Historical Society Governing Organization**

Established as the Peninsula Historical Society in 1963, the Gig Harbor Peninsula Historical Society (GHPHS) began operating a museum in 1973 and was awarded 501(c)(3) tax-exempt non-profit status by the IRS in 1976. The Society is governed by a sixteen member board of directors comprised of business and community leaders who are elected on a staggered basis for two year terms. Our by-laws allow the board to expand to include additional members. Current board members include:

Walt Smith – President  
Former President, Active Construction  
Served: 4 years  
(253) 851-7937

Richard Pifer – Vice President  
VP, Timberland Bank  
Served: 5 years  
(360) 598-5801

Mark Caviness--Treasurer  
VP and Branch Manager, Kitsap Bank  
Gig Harbor  
Served: 2 years  
(253) 209-3061

John Holmaas – Secretary  
Associate Broker, Windermere Real Estate  
Served: 8 years  
(253) 851-0551

Linda McCowen  
Community volunteer  
Served: 5 years  
(253) 858-2411

Beth Perrow  
Co-owner, Inn at Gig Harbor  
Served: 5 years  
(253) 851-9309

Jannae Mitton Jolibois  
Manager, First American Title  
Served: 2 years  
(253) 851-1717

Ron Robertson  
President, Strategic Capital LLC  
Served: 4 years  
(253) 851-8819

Cheri Johnson  
Vice Pres., Investments, Morgan Stanley  
Served: 4 years  
(253) 858-6200

Lisa Tallman  
Associate Broker, First Western Properties  
Served: 2 years  
(253) 472-5504

Jim Borgen  
VP, Lehigh Northwest Cement Company  
Served: 2 years  
(253) 851-1631

Jan Vance  
Community volunteer  
Served: 2 years  
(253) 858-8489

Bob Sullivan  
K-12 arts educator and artist  
Served: 2 years  
(253) 857-4102

Jack Sutton  
Retired Partner Bratrud Middleton  
Served: Less than 1 year  
(253) 858-8467



**AGREEMENT BETWEEN GIG HARBOR  
AND THE 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 ENCORE THEATER, a 501C-3 non-profit corporation of Washington, 6615 38<sup>th</sup> Avenue NW, Gig Harbor, Washington 98335, (hereinafter "ET"), 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 Three Thousand Dollars and no cents (\$3,000.00) be given to the ET to pay for royalty fees, supplies/materials, space rental, marketing/promotion, and as further described in the grant application submitted by ET, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to ET 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 Three Thousand Dollars and no cents (\$3,000.00) in funding to ET to perform the following activities and no others: Disney's High School Musical, performed on July 11<sup>th</sup> – July 28<sup>th</sup>, 2008.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 ET under this Agreement shall not exceed Three Thousand Dollars and no cents (\$3,000.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** ET shall expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.

**Section 4. Auditing of Records, Documents and Reports.** ET 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 ET 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.** ET 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.** ET agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that ET 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 ET to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** ET 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 ET 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 ET to enforce any of the terms of this Agreement and the City prevails in such lawsuit, ET 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

**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 \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

ENCORE THEATER

By \_\_\_\_\_  
Its Mayor

By Kathleen McMillin  
for Its Vice President  
Jim Cove

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney



project title Disney's High School Musical

**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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

Encore Theater, and the associated Academy of Performing Arts, has been an important part of Gig Harbor and the Peninsula for 35 years. Encore Theater was established by its current Artistic Director, Kathy McGilliard, to provide quality theater and dance opportunities to the community. Ms McGilliard and Encore Theater has been producing superior quality stage productions and inspiring generations of young aspiring actors, some of whom have gone on to professional stage, screen and television careers.

Encore Theater's mission is to encourage participation in the arts, with special efforts to encourage young people to experience and appreciate the cultural enrichment offered in the varied cultural subjects embraced in music, theater and dance. Encore Theater is fortunate to have as its Artistic Director a professional with degrees in both theater and dance whose love and enthusiasm for the performing art is reflected in the works produced here and in the dedication of the young people that are fortunate enough to participate.

The production proposed for funding is the widely acclaimed staging of the very popular Disney 'High School Musical'. Encore has already contracted for royalty rights and enthusiasm is running high among the Gig Harbor student bodies. This will be an open air production at our outdoor venue on Hunt Street, allowing Encore to seat three to four times as many persons as our indoor facility. It is a family show that is certain to draw extremely well. These outdoor stagings are traditionally festive events; most people bring food baskets and blankets and enjoy the shows while having a family picnic.

Encore Theater asks for the Gig Harbor Sets Commission's help in building the set which will ensure this very special summer activity for Gig Harbor youth. Rehearsals will commence in April at our indoor theater and nine performances are planned in July at the Impact Church amphitheater on Hunt Street. It is believed that the play will draw actors and audiences from many parts of Kitsap County, Tacoma and Lakewood. The immediate goal is to increase local participation in our community; turn off that TV and let the family learn the joy of local theater together.

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

project title Disney's High School Musical

**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>0</u>      |
| b) Supplies / Materials                                          |                  |
| <u>PAINT, PLYWOOD, FASTENERS</u>                                 |                  |
| <u>&amp; OTHER MISC. SET</u>                                     |                  |
| <u>CONSTRUCTION MATERIALS</u>                                    | \$ <u>3,900</u>  |
| c) Space Rental                                                  |                  |
| <u>IMPACT CHURCH AMPHI-</u>                                      |                  |
| <u>THEATER, SALLI-CANS, &amp;</u>                                |                  |
| <u>ELUXIE THEATERS FOR</u>                                       | \$ <u>4,680</u>  |
| <u>REHEARSALS</u>                                                |                  |
| d) Marketing / Promotion                                         |                  |
| <u>T.H.T., GATEWAY, GRAPHIC</u>                                  |                  |
| <u>DESIGNER, POSTERS, TICKETS</u>                                |                  |
| <u>&amp; PLAY BILLS</u>                                          | \$ <u>3,000</u>  |
| e) Travel (who & where)                                          |                  |
|                                                                  | \$ <u>0</u>      |
| f) Other Expenses (identify)                                     |                  |
| <u>Royalties</u>                                                 |                  |
| <u>INSURANCE (JULY)</u>                                          | \$ <u>3,500</u>  |
| <b>total project cost</b>                                        | \$ <u>15,050</u> |

Enter in #4 (right-hand column)

**2. cash match**

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

|                    |                  |
|--------------------|------------------|
| Admissions / Fees  | \$ <u>11,800</u> |
| Grants / Donations | \$               |
| Government Support | \$               |
| Other              | \$               |
| <b>total</b>       | \$ <u>11,800</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>GATEWAY</u>     | \$ <u>250</u> |
|                    | \$            |
|                    | \$            |
|                    | \$            |
|                    | \$            |
|                    | \$            |
| <b>total value</b> | \$            |

Enter in #3 below

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

|                       |                  |
|-----------------------|------------------|
| 1. amount requested   | \$ <u>3,000</u>  |
| 2. cash match         | \$ <u>11,800</u> |
| 3. in-kind match      | \$ <u>250</u>    |
| 4. total project cost | \$ <u>15,050</u> |

# CITY OF GIG HARBOR ARTS COMMISSION (GHAC) GRANT APPLICATION 2008

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

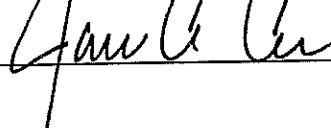
- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

agreed

Grant application completed by: JAMES A. CAVE Date: 1.28.08

Authorized by, in accordance with Board of Directors Resolution

Print Name: JAMES A. CAVE Date: 1.28.08

Signature:  Date: 1.28.08



# Encore! Theater Company

6615 38<sup>th</sup> Ave. NW  
P.O. Box 723, Gig Harbor, WA 98335  
Box Office: (253) 858-2282 (ACT2)  
[www.encoretheater.org](http://www.encoretheater.org)

## RESOLUTION

WEREAS, Encore! Theater Company has signed a contract with Musical Theater International (MTI) for licensing of Disney "High School Musical" for the outdoor summer performance season of 2008.

WEREAS, Encore! Theater Company has been producing outdoor theatrical performances each summer as part of the regular theater schedule.

RESOLVED, Encore! Theater Company board agrees to apply for a grant from the City of Gig Harbor Arts Commission (GHAC) to support the production of "High School Musical".

**Approved by vote of the Board of Directors of Encore! Theater Company, January 19, 2008.**

Signed,

David Michalski  
President, Board of Directors  
Encore! Theater Company



**AGREEMENT BETWEEN GIG HARBOR  
AND THE GIG HARBOR PENINSULA CIVIC 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 CIVIC ORCHESTRA, a 501C-3 non-profit corporation of Washington, 3110 Judson Street, PMB #64, Gig Harbor, Washington 98335, (hereinafter "GHPCO"), 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 Three Thousand Dollars and no cents (\$3,000.00) be given to the GHPCO to pay for professional fees, supplies/materials/music, space rental, marketing/promotion, and as further described in the grant application submitted by GHPCO, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to GHPCO 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 Three Thousand Dollars and no cents (\$3,000.00) in funding to GHPCO to perform the following activities and no others:

Let's Dance, performed on June 7<sup>th</sup>, 2008.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 GHPCO under this Agreement shall not exceed Three Thousand Dollars and no cents (\$3,000.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** GHPCO shall expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.

**Section 4. Auditing of Records, Documents and Reports.** GHPCO 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 GHPCO 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.** GHPCO 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.** GHPCO agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that GHPCO 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 GHPCO to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** GHPCO 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 GHPCO 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 GHPCO to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GHPCO 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

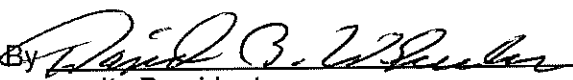
**Section 13. Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized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

DATED this. \_\_\_th day of FEBRUARY, 2008.

THE CITY OF GIG HARBOR

GIG HARBOR PENINSULA CIVIC ORCHESTRA

By \_\_\_\_\_  
Its Mayor

By   
Its President

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

**GHAC USE ONLY**    Complete application    Incomplete application

**REFER TO PRIOR PAGE FOR REQUIREMENTS TO COMPLETE APPLICATION ALONG WITH GRANT GUIDELINES.**

**INFORMATION ABOUT GRANT APPLICANT**

**Name of Organization:** Gig Harbor Peninsula Civic Orchestra  
**ADDRESS:** PMB#64 3110 Judson St. CITY: Gig Harbor STATE: WA ZIP: 98335  
**TELEPHONE #:** 253.857.4440      **FAX NUMBER:** 253.853.6491  
**EMAIL ADDRESS:** GHPCODirector@Centurytel.net

**CONTACT PERSON:** Matthew Underwood      **TITLE:** Director  
**ADDRESS:** #PMB-64 3110 Judson St. CITY: Gig Harbor STATE: WA ZIP: 98335  
**TELEPHONE #:** 253.265.6854      **FAX NUMBER:** 253.853.6491  
**EMAIL ADDRESS:** GHPCODirector@Centurytel.net

**PROJECT SUMMARY:**

**AMOUNT REQUESTED:** \$ 3,422  
**PROJECT TITLE:** "Let's Dance"  
**PROJECT DATES:** June 7, 2008  
**PROJECT LOCATION:** Peninsula High School Auditorium

**CONCISE DESCRIPTION OF THE PROJECT & WHAT YOU ARE ASKING GHAC TO SUPPORT:**

The Gig Harbor Peninsula Civic Orchestra will present a concert on June 7, 2008 at the Peninsula High School Milt S. Boyd Auditorium. The theme of the concert will be "Let's Dance." The following selections will be performed: Sunflower Sbw Drag, Sandpaper Ballet, Moonlight Serenade, Chicken Dance, Westside Story, The Lord of the Dance, Sing Sing Sing, and Jump Swing Fever. In addition to musical presentations there will be dancers performing with orchestra accompaniment.

project title "Let's Dance"

### 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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

1. ORGANIZATIONAL BACKGROUND: The Gig Harbor Peninsula Civic Orchestra is in its fourth season and has performed in full orchestra concerts, choral accompaniments, quartet, duet, and solo performances. The orchestra plays a variety of musical selections including classical and non-classical pieces. Our mission is to 1.) serve musicians in the region by providing skilled adults with a place to play music; 2.) to provide musicians the opportunity to express themselves through music by performing their craft and enhancing their social relations in a noncompetitive setting through self-auditions; 3.) to develop enthusiasm and love of music for the enrichment of the cultural environment of the South Puget Sound region; 4.) to bring symphonic music to the community by performing for the public as a device for personal motivation for the group at no cost to our audiences.

2. PURPOSE OF REQUEST: Our grant request is to provide financial support for our orchestra expenses in presenting a concert on June 7, 2008. In addition to providing a live musical experience with our full orchestra our request includes the cost of hiring dancers who will perform several of our musical dances. The grant will assist us in meeting our goal of promoting enthusiasm and love of music through live performance at no cost to our audiences. Evaluation of this grant will be determined

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

by how many attend the concert and audience comments following the concert.

3. ORGANIZATIONAL CAPACITY: Our orchestra is an officially recognized non-profit organization by the United States Department of Internal Revenue (IRS) complete with a Board of Directors (see attached) which meets on a monthly basis in accordance with non-profit requirements. The orchestra has been financially successful from its inception and is current on all financial commitments.

project title "Let's Dance"

**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)

Conductor  $\$166 \times 11 = \$1826$  \$ 1826  
 Musicians  $45 \times 11 \times 83 = \$41,085$  \$ 41,085  
 Dancers  $\$1,000$  \$ 1,000  
 Volunteers  $\$168$  \$ 168  
\$ 44,079

b) Supplies / Materials  
 + Music:

Sunflower... \$50, Sandpaper... \$50,  
 Chicken... \$50, Westside... \$95, Lord... \$80,  
 Jump... \$70, Sing... \$50, Moonlight... \$50 \$ 600

c) Space Rental

Rehearsal  $9 @ \$24 = \$216$   
 Stage rehearsal 120  
 Stage performance 390 \$ 726

d) Marketing / Promotion

Gateway ad \$300, Flyers 10,  
 Posters 20, Banner 100, Invitations 20  
 Postage 60, Programs, folders \$ 520

e) Travel (who & where)

Dancers  
\$ 50

f) Other Expenses (identify)

\$

**total project cost**

Enter in #4 (right-hand column)

\$45,975

**2. cash match**

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

Admissions / Fees \$ 0  
 Grants / Donations \$ 0  
 Government Support \$ 0  
 Other \$ 0  
**total** \$ 0

Enter in #2 below

**3. in kind match**

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

Conductor \$ 1300  
 Musicians \$ 41,085  
 Volunteers \$ 168  
\$  
\$  
**total value** \$ 42,553

Enter in #3 below

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

1. amount requested \$ 3,422  
 2. cash match \$ 0  
 3. in-kind match \$ 42,553  
 4. total project cost \$ 45,975

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

agreed

Grant application completed by: David B. Wheeler Date: 01-28-08

Authorized by, in accordance with Board of Directors Resolution

Print Name: David B. Wheeler Date: 01-28-08

Signature: David B. Wheeler Date: 01-28-08



**GIG HARBOR PENINSULA CIVIC ORCHESTRA**

**BOARD OF DIRECTORS**

**David Wheeler, President**  
P.O. Box 2565  
Gig Harbor, WA 98335

**Joel Emery, Vice-President**  
2418 19<sup>th</sup> Ave Ct. N.W.  
Gig Harbor, WA 98335

**Merrie Reardon, Secretary**  
1110 143rd. St. N.W.  
Gig Harbor, WA 98332

**Dee Dee Babich, Treasurer**  
7809 Chinook Ave. NW  
Gig Harbor, WA 98329

**Liz Sebren**  
14543 Crescent Valley Rd SE  
Ollala, WA 98359

**Kathleen Farrington**  
7816 40<sup>th</sup> St NW  
Gig Harbor, WA 98335

**Debi LaFleur**  
13912 91<sup>st</sup> Ave.  
Gig Harbor, WA 98329

Dear City of Gig Harbor Arts Commission,

The following is the Gig Harbor Peninsula Civic Orchestra Board Resolution that you requested be submitted along with our grant application. Because this was a new requirement we did not have sufficient time to hold a board meeting and approve of the resolution between January 23 (grant workshop) and January 28 (grant due date). Our next regular board meeting is scheduled for February 10. However, I e-mailed all board members and the resolution was approved.

---

**GIG HARBOR PENINSULA CIVIC ORCHESTRA**

**BOARD RESOLUTION**

**PAYMENT AUTHORIZATION**

WHEREAS: The Gig Harbor Peninsula Civic Orchestra will enter contractual obligations for the Corporation

WHEREAS: The Gig Harbor Peninsula Civic Orchestra needs to authorize a specific person to enter into contractual obligations and receive monies for the orchestra.

BE IT RESOLVED: A meeting of the Board of Directors of the Gig Harbor Peninsula Civic Orchestra was held on January 27, whereby a resolution was passed authorizing David B. Wheeler, president, by his signature, to enter into any and all contractual obligations on behalf of this corporation.

  
\_\_\_\_\_

Secretary

**AGREEMENT BETWEEN GIG HARBOR  
AND THE 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 501C-3 non-profit corporation of Washington, P.O. Box 991, Gig Harbor, Washington 98335, (hereinafter "PCC"), 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 Five Hundred Dollars and no cents (\$2,500.00) be given to the PCC to pay for professional fees, supplies/materials, space rental, marketing/promotion, and as further described in the grant application submitted by PCC, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to PCC 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 Five Hundred Dollars and no cents (\$2,500.00) in funding to PCC to perform the following activities and no others:

Improving Access to Performing Arts in Greater Gig Harbor  
Spring Season (Jan. – May), Fall Season (Sept. – Dec.), 2008.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 PCC under this Agreement shall not exceed Two Thousand Five Hundred Dollars and no cents (\$2,500.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** PCC shall expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.

**Section 4. Auditing of Records, Documents and Reports.** PCC 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 PCC 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.** PCC 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.** PCC agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that PCC 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 PCC to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** PCC 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 PCC 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 PCC to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PCC 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

**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 \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

PENINSULA COMMUNITY CHORUS

By \_\_\_\_\_  
Its Mayor

By Chew H. Stan  
Its Treasurer

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

Exhibit A

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

**GHAC USE ONLY**    Complete application    Incomplete application

**REFER TO PRIOR PAGE FOR REQUIREMENTS TO COMPLETE APPLICATION ALONG WITH GRANT GUIDELINES.**

**INFORMATION ABOUT GRANT APPLICANT**

Name of Organization : Peninsula Community Chorus  
 ADDRESS: P.O. Box 991   CITY: Gig Harbor   STATE: WA   ZIP: 98332  
 TELEPHONE # 253-858-6222   FAX NUMBER:  
 EMAIL ADDRESS: % cheristar29@comcast.net

CONTACT PERSON: Cheri Star   TITLE: Treasurer  
 ADDRESS: 11704 - 40<sup>th</sup> Ave Ct NW   CITY: Gig Harbor   STATE: WA   ZIP: 98332  
 TELEPHONE #: 253-858-6222   FAX NUMBER:  
 EMAIL ADDRESS:

**PROJECT SUMMARY:**

AMOUNT REQUESTED: \$ 2,500.00  
 PROJECT TITLE: Improving Access to Performing Arts in Greater Gig Harbor  
 PROJECT DATES: Spring Season (Jan-May), Fall Season (Sept-Dec)  
 PROJECT LOCATION: City of Gig Harbor - GH United Methodist Church or alternate venue.

**CONCISE DESCRIPTION OF THE PROJECT & WHAT YOU ARE ASKING GHAC TO SUPPORT:**

The Peninsula Community Chorus traditionally puts on two concerts per year, a spring concert in May and a holiday concert in December. In addition to these, we also will be co-sponsoring the annual Messiah Sing-along with the Gig Harbor Peninsula Civic Orchestra. We plan to partner with them for an additional program as well. We have music selected for 2008 that will utilize the talents of additional local musicians. We anticipate increasing membership in the chorus. Our goal is to increase concert attendance by 50% over this next year. Our events are generally held at the Gig Harbor United Methodist Church but we have used other local venues in the past.

Grant monies would assist with the hiring of local musicians, pay for the advertising for our events and make the events available to the public with a 'donation' only entrance fee.

project title Peninsula Community Chorus - 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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

- 1) Peninsula Community Chorus was organized in the 1950s and became non-profit incorporated in the early 1990s. Many members have been with the chorus 20+ years; others will be new this season. Membership is open to anyone with a love of singing and auditions are not required. Members pay dues, purchase their own sheet music and attend weekly rehearsals. We all share the duties of promoting our concerts and providing a reception following each event. In 2007 we were able to hire a local director (Howard Knickerbocker) and we look forward to a long partnership with him. Likewise, we look forward to continuing our relationship with our new local accompanist (Catherine Greene). Our spring concert in 2007 was offered to the public 'free' (donations only) and was well received.
- 2) A) For 2008, with grant assistance, we plan to continue to offer our concerts to the public free of charge (donations accepted). This should increase concert attendance, especially that of young families in our community and seniors. Success will be measured by increased attendance.  
 B) Currently our members pay healthy dues plus the cost of their music for the privilege of singing in our chorus. For 2008 we are planning to offer membership to students for the cost of music only. We have actively promoted our new season startup on January 28<sup>th</sup>, and have received calls from a number of individuals planning to join our group. We can show progress in this area through our membership numbers.  
 C) Our new director plans to employ local musicians to enhance the choral music. One of our spring selections utilizes a string quartet. This expands our concert repertoire while giving professional opportunities to local musicians.  
 D) In 2007, as in prior years, the Gig Harbor tradition of the Messiah Sing-along has been sponsored by our chorus. In 2008 we plan to co-sponsor with the Gig Harbor Peninsula Civic Orchestra. We also hope to put on an additional event featuring numbers of our chorus and the orchestra together.
- 3) We have a sound organization in place this year to help us move forward. In 2007 we worked with an interim director and accompanist before we interviewed and secured our current. We also had board turnovers but have a solid crew in place at this time. Our chorus has been dedicated to providing high-quality entertainment to the people of Gig Harbor for six decades and our combination of old member wisdom and new member energy is strong.

Board of Directors – Peninsula Community Chorus, Gig Harbor

|                 |                                         |
|-----------------|-----------------------------------------|
| President       | Joseph Phillips                         |
| Vice President  | (Up for re-appointment in January 2008) |
| Secretary       | Ginny Summers                           |
| Treasurer       | Cheri Star                              |
| Member at Large | Timothy Flynn                           |



project title Improving Access to Performing Arts - G. H.

**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)

Director / Accompanist \$ 2,500.  
Local Musicians / Soloists \$ 1,000.  
(All other duties donated by members) \$ 3,500.

b) Supplies / Materials

Printing (Programs / Flyers)  
Artwork  
Wreathes / Refreshments \$ 900

c) Space Rental

Donation to GHMC  
  
 \$ 500

d) Marketing / Promotion

Advertising  
Banner  
Billboard \$ 1,100.

e) Travel (who & where)

N/A  
  
 \$

f) Other Expenses (identify)

\$

**total project cost**

Enter in #4 (right-hand column)

\$ 6,000.00

**2. cash match**

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

Admissions / Fees (Donations) \$ 300.00  
Grants / Donations (Patrons) \$ 1,000.00  
Government Support \$  
Other (Dues / P.A.F.F.) \$ 1,000.00  
**total** \$ 2,800.00

Enter in #2 below

**3. in kind match**

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

Wreathes \$ 200  
Refreshments \$ 300  
Artwork \$ 200  
 \$  
 \$  
 \$  
**total value** \$ 700

Enter in #3 below

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

**1. amount requested** \$ 2,500.00  
**2. cash match** \$ 2,800.00  
**3. in-kind match** \$ 700.00  
**4. total project cost** \$ 6,000.00

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

**agreed**

Grant application completed by: Cheri H. Star Date: 1/28/2008

Authorized by, in accordance with Board of Directors Resolution

Print Name: Cheri H. Star Date: 1/28/2008

Signature: Cheri H. Star Date: 1/28/2008

**AGREEMENT BETWEEN GIG HARBOR  
AND THE 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 501C-3 non-profit corporation of Washington, 152 Madrona Drive NW, Gig Harbor, Washington 98335, (hereinafter "GHPSO"), 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 Three Thousand Dollars and no cents (\$3,000.00) be given to the GHPSO to pay for professional fees, supplies/materials/music, space rental, marketing/promotion, recording fees, and as further described in the grant application submitted by GHPSO, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to GHPSO 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 Three Thousand Dollars and no cents (\$3,000.00) in funding to GHPSO to perform the following activities and no others:

2008 Season Finale Concert , performed on May 23<sup>rd</sup> (date to be confirmed by Peninsula High School).

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 GHPSO under this Agreement shall not exceed Three Thousand Dollars and no cents (\$3,000.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** GHPSO shall

expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.

**Section 4. Auditing of Records, Documents and Reports.** GHP SO 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 GHP SO 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.** GHP SO 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.** GHP SO agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that GHP SO 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 GHP SO to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** GHP SO 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 GHP SO 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 GHPSO to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GHPSO 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**


**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 \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

LOUIE LABAYEN

By \_\_\_\_\_  
Its Mayor

By   
Its President

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney



project title GHP SO 2008 Season Finale Concert**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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

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

**Organizational Background:** The GHP SO was formed in 2005 to ultimately become a semi-professional community orchestra. Former Gig Harbor Mayor Gretchen Wilbert referred to the GHP SO as a source of community pride and unifying spirit. Our inaugural concert was held at Chapel Hill Church in partnership with the School District choruses and was hailed by the public as an amazing experience. In 2007 (our second season) we celebrated British Composer Edward Elgar's 150th birthday and featured a performance of his Enigma Variations in our Season Finale Concert. Also, we embarked upon a project of "chamber music everywhere" and staged multiple performances of chamber works at events: The Blessing of the Fleet, Multicare Grand Opening, and multiple Chamber of Commerce functions) throughout the city, including our own Chamber Music Concert which included a work composed by one of our musicians. The 2007 Halloween concert drew many families to "Looney Tunes" themed music. These cartoons, for many of us, are our first exposure to great music. The 2007 Holiday concert featured a diverse and engaging repertoire with a rare performance of Prokofiev's Overture on Jewish Themes. Please see page 3 of the enclosed program for our Mission Statement.

**Purpose of Request: Goals and Outcomes:**

Our goals for this project are to reach more audiences with a better musical product:

1. Conduct a marketing campaign through direct mailing of postcards to increase public awareness of the GHP SO. Historically, newspaper ads were not effective in reaching the public. Although flyers were more effective, they required a lot of effort to distribute. There is a greater potential of drawing attention with direct mailing of postcards. We will work with a marketing company to target this mailing list. Results will be tracked through a promotional offer on the postcard. Our goal is to increase admission revenue from \$800 to \$1500.
2. Feature violin child prodigy Ben Shields in his debut performance of the Bruch Violin Concerto. This is part of our mission to develop local musicians and help launch their musical careers. Ben Shields is graduating from high school in the spring and throughout his student days has dazzled local audiences and received awards from the Peninsula United Music Assn (PUMA). Please see his bio on page 13 of the enclosed program. Our goal is to attract and inspire more audiences, especially youth and provide able musical support to the soloist.
3. Increase musical quality by recruiting more volunteer musicians and hiring professional coaches to aid in their musical development. This was a highly successful strategy last season and produced a very improved sound and playing ability from the orchestra. Our goal is to create a polished product that can be released as a recording.

The GHP SO Spring 2008 Concert will feature:

- Copland – Variations on a Shaker Melody from Appalachian Spring
- Bruch – Violin Concerto No. 1 in G Minor
- Beethoven – Symphony No. 1 in C Major

**Organizational Capacity:** Over the past three years, the GHP SO has established a solid foundation of performances and community partnerships and has reached a wider audience through chamber music community outreach, and volunteer outreach to GH businesses, churches, public and private schools. Consistent with our primary objective of being a community orchestra, most musicians are volunteers drawn from Gig Harbor and neighboring communities. Please see our board of directors, soloist biographies, and the GHP SO roster on pages 4, 5 & 9 in the attached program.

project title GHPSO 2008 Season Finale Concert

**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) |                  |
| Conductor (\$300/service*11 services)                            | \$ 3,300         |
| Concertmaster (\$60/service*11 services)                         | \$ 660           |
| Professional Musicians (\$60/service*3services*14)               | \$ 2,520         |
| Volunteer Musicians (\$30/service*11services*16)                 | \$ 5,280         |
| Soloist (\$500/1-week engagement)                                | \$ 500           |
| Administrative (80 hours @ \$20 /hour + volunteers)              | \$ 2,050         |
| <hr/>                                                            |                  |
| b) Supplies / Materials                                          |                  |
| Sheet Music                                                      | \$ 640           |
| <hr/>                                                            |                  |
| Programs, Ticketing                                              | \$ 300           |
| <hr/>                                                            |                  |
| c) Space Rental                                                  |                  |
| Rehearsals – Harbor Ridge Middle School Band Room                | \$ 180           |
| Performance – Peninsula High School Auditorium                   | \$ 400           |
| <hr/>                                                            |                  |
| d) Marketing / Promotion                                         |                  |
| Posters and Flyers                                               | \$ 100           |
| Direct Mail                                                      | \$ 2,000         |
| <hr/>                                                            |                  |
| e) Travel (who & where)                                          |                  |
| <hr/>                                                            |                  |
| <hr/>                                                            |                  |
| <hr/>                                                            |                  |
| <hr/>                                                            |                  |
| f) Other Expenses (identify)                                     |                  |
| Recording                                                        | \$ 685           |
| <hr/>                                                            |                  |
| <hr/>                                                            |                  |
| <hr/>                                                            |                  |
| <b>total project cost</b>                                        | <b>\$ 18,615</b> |

Enter in #4 (right-hand column)

**2. cash match**

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

|                    |                 |
|--------------------|-----------------|
| Admissions / Fees  | \$ 1,500        |
| Grants / Donations | \$ -            |
| Government Support | \$ -            |
| Other              | \$ 5,000        |
| <b>total</b>       | <b>\$ 6,500</b> |

Enter in #2 below

**3. in kind match**

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

|                           |                 |
|---------------------------|-----------------|
| Conductor                 | \$ 3,000        |
| Soloist                   | \$ 300          |
| Volunteer Musicians       | \$ 5,280        |
| Administrative Volunteers | \$ 450          |
|                           | \$              |
|                           | \$              |
| <b>total value</b>        | <b>\$ 9,030</b> |

Enter in #3below

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

|                              |                  |
|------------------------------|------------------|
| <b>1. amount requested</b>   | <b>\$ 3,085</b>  |
| <b>2. cash match</b>         | <b>\$ 6,500</b>  |
| <b>3. in-kind match</b>      | <b>\$ 9,030</b>  |
| <b>4. total project cost</b> | <b>\$ 18,615</b> |



# CITY OF GIG HARBOR ARTS COMMISSION (GHAC) GRANT APPLICATION 2008

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:


- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

agreed

Grant application completed by:  Date: 1/27/2008

Authorized by, in accordance with Board of Directors Resolution

Print Name: Louie L. Labayen Date: \_\_\_\_\_

Signature:  Date: 1/27/2008

# Gig Harbor Peninsula Symphony Orchestra (GHPSO)

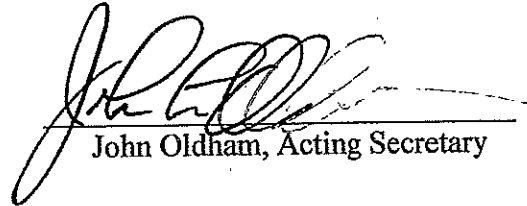
Louie L. Labayen, Artistic Director  
152 Madrona Dr NW, Raft Island  
Gig Harbor, WA 98335  
253-225-3419

MEETING OF THE BOARD OF DIRECTORS  
OF THE  
GIG HARBOR PENINSULA SYMPHONY ORCHESTRA

A meeting of the Board of Directors of the Gig Harbor Peninsula Symphony Orchestra was held on Wednesday, January 16, 2008, whereby a resolution was passed authorizing Louie Labayen, President and CEO, by his signature, to enter into any and all contractual obligations on behalf of this corporation for the purpose of applying for and securing a grant from the City of Gig Harbor Arts Commission for the calendar year 2008.



Richard Evans, Chairman



John Oldham, Acting Secretary

**AGREEMENT BETWEEN GIG HARBOR  
AND THE 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, #E PMB 17, Gig Harbor, Washington 98335, (hereinafter "GHQF"), 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 Three Thousand Dollars and no cents (\$3,000.00) be given to the GHQF to pay for professional fees, supplies/materials, space rental, marketing/promotion, and as further described in the grant application submitted by GHQF, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to GHQF 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 Three Thousand Dollars and no cents (\$3,000.00) in funding to GHQF to perform the following activities and no others:

2008 Quilt Festival – Fishing for a Cure.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 GHQF under this Agreement shall not exceed Three Thousand Dollars and no cents (\$3,000.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** GHQF shall expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.

**Section 4. Auditing of Records, Documents and Reports.** GHQF 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 GHQF 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.** GHQF 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.** GHQF agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that GHQF 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 GHQF to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** GHQF 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 GHQF 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 GHQF to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GHQF 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

**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 20th day of February, 2008.

THE CITY OF GIG HARBOR

THE GIG HARBOR QUILT FESTIVAL

By \_\_\_\_\_  
Its Mayor

By Vicki Gleason  
Its Treasurer

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

**GHAC USE ONLY**     Complete application     Incomplete application

**REFER TO PRIOR PAGE FOR REQUIREMENTS TO COMPLETE APPLICATION ALONG WITH GRANT GUIDELINES.**

**INFORMATION ABOUT GRANT APPLICANT**

**Name of Organization :** Gig Harbor Quilt Festival

**ADDRESS:** 5114 Pt. Fosdick NW, # E PMB 17 **CITY:** Gig Harbor **STATE:** WA **ZIP:** 98335- 1735

**TELEPHONE #** 253-858-8777, ext. 27                      **FAX NUMBER:** 253-858-6697

**EMAIL ADDRESS:** info@gigharborquiltfestival.org

**CONTACT PERSON:** Vicki Gleason

**TITLE:** Treasurer

**ADDRESS:** 5114 Pt. Fosdick NW, # E PMB 17 **CITY:** Gig Harbor **STATE:** WA **ZIP:** 98335- 1735

**TELEPHONE #** 253-858-8777, ext. 27                      **FAX NUMBER:** 253-858-6697

**EMAIL ADDRESS:** rvglea@centurytel.net

**PROJECT SUMMARY:**

**AMOUNT REQUESTED:** \$ 3,000.000

**PROJECT TITLE:** 2008 Gig Harbor Quilt Festival – Fishing for a Cure

**PROJECT DATES:** October 9-11, 2008 ("Signature Event" – Luncheon and Auction)

**PROJECT LOCATION:** Canterwood Golf and Country Club, Gig Harbor, Washington

**CONCISE DESCRIPTION OF THE PROJECT & WHAT YOU ARE ASKING GHAC TO SUPPORT:**

During its eighth (8<sup>th</sup>) consecutive year, the 2008 Gig Harbor Quilt Festival will continue to promote quilting as a fiber art in the Gig Harbor community, as a fundraising vehicle to support local breast cancer services. As a non-profit 501(c)(3) organization, the Festival is staffed by volunteers and supported by the community. Specifically the Arts Commission Grant would help defray operational costs for the Festival in the following ways:

1. Advertise, market and promote Festival events, utilizing the 2008 Festival theme, "Fishing for a Cure," to draw on Gig Harbor's fishing community heritage, whenever possible.
2. Expand the Festival's website to better publicize events and promote participating fiber artists. During 2008 the Festival will move from volunteer to contract services for website support.
3. Enhance skills of local quilters by providing class instruction from nationally recognized fiber artists Joyce Becker and Sandy Bosib in Gig Harbor (October 9-10, 2008).
4. Invite and encourage fiber artists from Gig Harbor and the greater Puget Sound area to contribute professional quality art quilts for local display during the second half of 2008 and for auction at the Canterwood Golf and Country Club in Gig Harbor during the Festival's luncheon and auction fundraiser on October 11, 2008.
5. Utilize the professionally photographed 2007 Festival quilts for specialty items (e.g., note cards, calendars, posters, etc.) that will promote local artists, the Festival and the community.

**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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

**Organizational Background**

The Gig Harbor Quilt Festival is a non-profit 501(c)(3) that began in 2000 as a way to promote awareness of quilting as a fiber art, to raise money for local breast cancer organizations and to provide educational workshops that are conducted by nationally recognized fiber artists. The Festival enjoys continuing community support and is staffed by dedicated volunteers, many of whom have been committed to the organization since its inception. In past years community awareness of quilting as a fiber art has been raised by a main, or "signature," Festival event (i.e., an auction with a dinner or luncheon), and showcasing the work of local artists in Harbor businesses, the Civic Center, the county library in Gig Harbor and, most recently, the Gig Harbor Muticare Medical Center. One hundred percent (100%) of monies raised at Festival auctions has been contributed to charities that provide local breast cancer support services. We are proud to continue this commitment; to date, \$150,000 has been donated to these organizations. Each year, the Festival has sponsored workshops by nationally recognized fiber artists for local quilters to expand skills of area quilters. Well over 1000 people have participated in Festival classes and its annual "signature" event, with hundreds more taking advantage of opportunities to view the publicly displayed quilts and contribute to the auctions. In addition to these efforts, the Festival has an ongoing "comfort quilt" project to provide quilts for local chemotherapy patients. To date, over 500 quilts have been distributed to grateful individuals and the project continues to encourage experienced quilters and novices alike to utilize their skills in a valuable community project while networking with people with similar interests in fiber arts.

Ticket sales for Festival events (e.g., classes, luncheons, dinners, etc.) cover venue costs, but have not been intended for fundraising and do not cover promotional expenses. Grant funding and sponsorships are essential to continuing the Festival in Gig Harbor.

**Purpose of Request: Goals and Outcomes**

All Festival events are open to the public and rely on local volunteers and supporters. This grant would enhance the Festival's presence in the Gig Harbor community by helping to defray costs in the following areas:

1. Advertise, market and promote festival events, utilizing the 2008 Festival theme, "Fishing for a Cure," to draw on Gig Harbor's fishing community heritage, whenever possible.  
With our seven years of experience, advertising and Festival publications (e.g., brochures, posters, luncheon programs, etc.) have become more professional. During 2007 we were fortunate to have KBTC public broadcasting contribute a public service announcement that promoted both the Gig Harbor community and Festival events. Each year the Festival also buys advertising space in local newspapers that promotes the Festival as well as contributing merchants and artists. Grant funding will help defray these costs, expand publicity efforts and implement additional events (e.g., a planned artist's reception). This year's theme, "Fishing for a Cure" links directly to Gig Harbor's fishing heritage and provides an opportunity to encourage Festival participants to enjoy the area as well as the Festival. The Gig Harbor Quilters Show and the quilt show from the Purdy Women's Correctional Center are held at the Gig Harbor Methodist Church and occur concurrently with the Festival. Festival promotional materials also publicize these community events. Evaluation Method: 1) Written evaluations; and, 2) planning committee assessment.

2. Expand the Festival's website to better publicize events and promote participating fiber artists. During 2008 we will move from volunteer to contract services for website support.

The planning committee recognizes that its website is the modern "window to the world" ([www.gigharborquiltfestival.org](http://www.gigharborquiltfestival.org)). Greater website utilization is essential; however, demands now exceed the capability of a volunteer developer and webmaster. In 2008 the Festival will contract for web services and organizers will evaluate and implement options to make the site more "user friendly." The website must support organization events by improving the registration process for classes and events (historically an auction with a dinner or luncheon) and encouraging community participation. As currently designed, an on-line auction is not feasible, but organizers recognize a growing interest in implementing this approach. Evaluation Method: 1) There is a signed contract for web services; 2) planning committee assessment; and, 3) written evaluations.

3. Enhance skills of local quilters by providing class instruction from nationally recognized fiber artists Joyce Becker and Sandy Bosib in Gig Harbor (October 9-10, 2008).

In 2007 the Festival expanded from one day of classes to two. In 2008, the Festival will expand to host two artists providing workshops, one on each of two days. Both instructors are published authors and nationally recognized for their artistic talents. (Biographical sketches of class instructors are attached.) Evaluation Method: 1) Classes have sufficient attendance to cover costs; and, 2) written class evaluations.

4. Invite and encourage fiber artists from Gig Harbor and the greater Puget Sound area to contribute professional quality art quilts for local display during the second half of 2008 and for auction at the Canterwood Golf and Country Club in Gig Harbor during the Festival's main fundraiser on October 11, 2008.

During the past seven years various strategies for soliciting professional quality art quilts for display and auction have been used. For several years individuals or teams of quilters were invited to contribute bed- or wall-size quilts for auction. More recently open solicitations for a "quilt challenge" have successfully encouraged individuals to participate. During the early years, a small silent auction supplemented quilt auction revenues; however, in recent years the success of the silent auction has encouraged its growth, and there are concerns that it not overshadow the quilts as the Festival's primary focus. Cognizant of the silent auction's fundraising potential, it will be retained on a smaller scale; however, in 2008 organizers seek to rebalance the Festival emphasis to that of promoting professional level art quilts. This will be done by a targeted solicitation of area fiber artists, some of whom participated in past years, and inviting them to contribute quilts that build on the Festival theme, "Fishing for a Cure." In addition to this revitalized quilt invitation, all quilters are encouraged to submit quilts and related fiber arts to a more limited silent auction. Secondly, while continuing to utilize the Gig Harbor library as a venue to provide public access for viewing the quilts prior to the October 11, 2008 luncheon and auction, organizers will call for the quilts to be completed by mid-summer 2008 and seek at least one additional venue for public display. Evaluation Method: 1) The number of quilts received equals or exceeds the number that were received in 2007; 2) a second public display venue is identified; and, 3) fundraising revenues equal or exceed 2007.

5. Utilize the professionally photographed 2007 Festival quilts for specialty items (e.g., note cards, calendars, posters, etc.) that will promote local artists, the Festival and the community.

The Festival professionally photographed the 25 "challenge" quilts that were contributed in 2007. During 2008 we intend to use these photographs for promotion and to generate revenue. Evaluation Method: 1) Specialty item(s) are developed and available for sale.

### Organizational Capacity

The Gig Harbor Quilt Festival has conducted education workshops and a quilt auction in conjunction with a luncheon or dinner event for the past seven years. Many of those who provide leadership to this volunteer effort have been with the organization since the beginning and provide a wealth of expertise that positions the Festival to efficiently address the challenges of 2008. To supplement this experience with fresh ideas and revitalize Festival events, the organization continually solicits new volunteers. To that end, the planning committee is hosting an informational meeting and reception with the new 2008 volunteers at the Gig Harbor YMCA on January 28, 2008. The all-volunteer Board joins with the planning committee to meet at least monthly to ensure progress, monitor activities and evaluate options. The organization remains committed to promoting the art of quilting in Gig Harbor and raising funds to support local breast cancer charities.



**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>(2) Workshop Quilt Artist Fees: \$650 each</u>                                          | \$                 |
| <u>Speaker fee for Fundraiser Luncheon: \$500</u>                                          | \$ 1,800.00        |
| b) Supplies / Materials:                                                                   |                    |
| <u>Invitational Quilt Promotional \$300; Workshop \$150</u>                                |                    |
| <u>Silent Auction &amp; Luncheon Expense: \$400</u>                                        | \$ 850.00          |
| c) Space Rental:                                                                           |                    |
| <u>Space Rental for Workshops: \$200.00</u>                                                |                    |
| <u>Space Rental for Silent Auction/Luncheon: \$700</u>                                     | \$ 900.00          |
| d) Marketing / Promotion:                                                                  |                    |
| <u>Advertisement: Peninsula Gateway, Tacoma News Tribune, Misc. Publications - \$5,000</u> |                    |
| <u>Posters (Includes Artist in Kind Donation) \$800</u>                                    |                    |
| <u>Website: \$3,000</u>                                                                    |                    |
| <u>Printing: (Includes MultiCare &amp; Harbor Printing Donations) \$3,100</u>              | \$11,900.00        |
| e) Travel (who & where):                                                                   |                    |
| <u>(2) Instructors Mileage (Not included in fees)</u>                                      |                    |
| <u>\$75/Instructor</u>                                                                     | \$ 150.00          |
| f) Other Expenses (identify):                                                              |                    |
| <u>Credit card processing-\$500; Insurance-\$275;</u>                                      |                    |
| <u>Luncheons for workshop participants-\$800;</u>                                          |                    |
| <u>Luncheon for Silent Auction Event-\$2800</u>                                            |                    |
| <u>License-\$10</u>                                                                        |                    |
| <u>Misc. Office Supplies-\$450; Postage-\$300; Mail box Rental-\$160</u>                   | \$ 5,295.00        |
| <b>TOTAL PROJECT COST</b>                                                                  | <b>\$20,895.00</b> |
| Enter in #4 (right-hand column)                                                            |                    |

**2. CASH MATCH**

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

|                    |                   |
|--------------------|-------------------|
| Admissions / Fees  | \$2,450.00        |
| Grants / Donations | \$2,500.00        |
| Government Support | \$                |
| Other              | \$                |
| <b>TOTAL</b>       | <b>\$4,950.00</b> |

Enter in #2 below

**3. IN KIND MATCH**

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

|                          |                     |
|--------------------------|---------------------|
| Volunteer time           | \$ 4,400.00         |
| Supplies                 | \$ 245.00           |
| Artwork for Poster       | \$ 500.00           |
| Harbor Printing-Misc.    | \$ 1,100.00         |
| MultiCare Brochures      | \$ 2,000.00         |
| Luncheon ticket portions | \$ 4,700.00         |
| <b>TOTAL VALUE</b>       | <b>\$ 12,945.00</b> |

Enter in #3 below

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

|                       |             |
|-----------------------|-------------|
| 1. amount requested   | \$ 3,000.00 |
| 2. cash match         | \$ 4,950.00 |
| 3. in-kind match      | \$12,945.00 |
| 4. TOTAL PROJECT COST | \$20,895.00 |

**Gig Harbor Quilt Festival  
2008 Board**

| <u>Title</u>   | <u>Name</u>    |
|----------------|----------------|
| President      | Jody Whalen    |
| Vice President | Janey Aiken    |
| Treasurer      | Vicki Gleason  |
| Secretary      | Patti Vincent  |
| Board Member   | Delaine Gately |
| Board Member   | Lucy Rau       |

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

agreed

Grant application completed by: Vicki Gleason Date: 01/28/08  
Vicki Gleason, Gig Harbor Quilt Festival Treasurer

Authorized by, in accordance with Board of Directors Resolution

Print Name: Jody Whalen, President Date: 1/15/08

Signature: Jody A. Whalen Date: 1/15/08

**Resolution  
Gig Harbor Quilt Festival**

Be it resolved that the President of the Gig Harbor Quilt Festival is directed to apply for a 2008 Gig Harbor Arts Commission Grant in the amount of three thousand dollars (\$3,000.00).

Be it further resolved that the Gig Harbor Quilt Festival Treasurer, Vicki Gleason, is authorized to submit this application and enter into any related contracts or agreements on behalf of the Gig Harbor Quilt Festival President and the Board of Directors.

Resolution moved, seconded and approved by the Gig Harbor Quilt Festival Board of Directors on January 15, 2008.

\_\_\_\_\_  
*Jody Whalen*  
Jody Whalen, President  
2008 Gig Harbor Quilt Festival

\_\_\_\_\_  
1/15/08  
Date

## Joyce R. Becker Biographical Sketch



A prize-winning quilter, Joyce R. Becker focuses her art, writing, teaching and lecturing on landscape quilts. Joyce's books, *Beautifully Embellished Landscapes & Luscious Landscapes, Simple Techniques for Dynamic Quilts* were published by C&T Publishing. Joyce's DVD, *Joyce Becker Teaches You Landscape Quilting*, is informative, educational, & entertaining. Feeling blessed to have such a creative profession; Joyce volunteers throughout the quilting community and is one of the founding board members of the Association of Pacific Northwest Quilters. Many articles authored by Joyce have been published in national quilting magazines. Joyce was a featured guest on the Home and Garden Television Network's "Simply Quilts," episode #834. She also appeared on episode #113 of a new PBS series, "M'Liss's World of Quilts". She recently taped a promotional video for the Tsukineko Company. Her quilts have been displayed internationally in contests and invitational exhibits and have appeared in books, magazines and on television. An article by Joyce was published in *Quilting Arts Magazine* in the fall of 2004, Page 88; "Expand your Horizons - Landscape Techniques". Joyce's lively sense of humor and positive attitude result in lectures and workshops that inspire, inform and entertain quilters as she travels throughout the world. Joyce teaches and lectures throughout the United States for guilds and large conferences, such as the International Quilt Festival in Houston, TX, and has also traveled to New Zealand, Hawaii, and Canada to teach and lecture.

### Artist Statement

Drawing on my life-long love of nature, my prize-winning landscape quilts encompass a variety of surface design techniques imparting realism. While researching my book, *Nature's Patterns*, published by the Quilt Digest Press in 1996, I became enamored by landscape quilts and my creative journey began. I study nature as though I am looking through the lens of a camera, setting up possible landscape scenes in my mind for future reference. My inspirations come from many sources including; photographs, greeting cards, photography books, calendars, and impressionistic artist, Claude Monet.

My art is accomplished using many techniques including my original "cut and glue" technique of raw edge machine appliqué, textile painting, stamping, sponging, dyeing, extensive machine embroidery and thread-work, three-dimensional bonding, overlays of tulle and polyester organza for shading and depth. Each landscape is completed using free-motion machine quilting that compliments the design and marries the three-layers together into a cohesive piece. My books, *Beautifully Embellished Landscape & Luscious Landscapes, Simple Techniques for Dynamic Quilts* and my DVD, published by C&T Publishing, celebrate my methods of creation and feature both my quilts and student work.

**Grant Attachment: Class Instructor Biographical Sketch (Page 2 of 2)****Sandy Bonsib  
Biographical Sketch**

Sandy Bonsib is a teacher by profession, and a quilter by passion. She has a graduate degree in education and is the author of eight books: *Folk Art Quilts: A Fresh Look*; *Quilting Your Memories: Inspiration for Designing with Image Transfers*; *Quilting More Memories: Creating Projects with Image Transfers*; *Flannel Quilts*; *Americana Quilts, Tried and True: New Quilts from Favorite Blocks* all published by Martingale & Company; *Memory Quilts* from Creative Publishing International; and *Sweet Treats: 12 Delectable Quilts from 2 Easy Blocks* from C&T Publishing. She has also had quilts published in numerous magazines. She has appeared on *Lap Quilting* with Georgia Bonesteel and *Simply Quilts* with Alex Anderson and was one of six featured artists on "Quilts of the Northwest, 1998."

Sandy coordinates Quilts for the Children, a group that makes quilts for the children of battered women. For the past ten years, she has also been a mentor for high school seniors working on their senior projects in quiltmaking.

Sandy lives on a small farm on Cougar mountain in Issaquah, Washington, with her family and many animals. She also raises puppies for Guide Dogs for the Blind.

Sandy's philosophy about quilting is as important as the skills she teaches. Her goal in her workshops is for students to enjoy the process of making a quilt as much as they expect to enjoy the product. As a professionally trained teacher, she empowers her students by pointing out their successes and building on them. As a passionate quilter, she brings joy, energy, and enthusiasm to every workshop she teaches. She truly feels the quiltmaking should be fun.

**AGREEMENT BETWEEN GIG HARBOR  
AND THE 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, P.O. Box 2481, Gig Harbor, Washington 98335, (hereinafter "PYO"), 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 Three Thousand Dollars and no cents (\$3,000.00) be given to the PYO to pay for professional fees, supplies/materials/music, space rental, marketing/promotion, and as further described in the grant application submitted by PYO, attached hereto as Exhibit A; and

**WHEREAS**, the City desires to disburse such funds to PYO 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 Three Thousand Dollars and no cents (\$3,000.00) in funding to PYO to perform the following activities and no others:

String Camp 2008 scheduled from August 11 - August 15, 2008.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2008 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 PYO under this Agreement shall not exceed Three Thousand Dollars and no cents (\$3,000.00) and will be paid upon the receipt of an itemized invoice for all reported expenditures. All funding requests will be paid upon receipt of an itemized invoice for all expenditures which must include copies of receipts, cancelled checks, or applicable documented expenses after services have been rendered. **An invoice submitted prior to the event(s) or without supporting documentation will not be paid.** PYO shall expend the funds prior to December 31, 2008. Invoices should be submitted to the City, ATTN: Maureen Whitaker, Asst. City Clerk.

**Section 4. Auditing of Records, Documents and Reports.** PYO 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 PYO 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.** PYO 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.** PYO agrees to submit a City of Gig Harbor Final Report form summarizing the expenditures of the funds distributed under this Agreement on or before December 31, 2008, attached hereto as Exhibit B. The Final Report shall include a copy of the funding request to the City including attached copies of receipts, cancelled checks, or applicable documentation substantiating expenses, copies of media releases, programs, brochures and any other event highlights.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that PYO 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 PYO to recover said funds, in addition to all of the City's other available remedies at law.

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

**Section 9. Indemnification.** PYO 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 PYO 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 PYO to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PYO 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. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL NULLIFY ELIGIBILITY FOR FUTURE GRANT AWARDS.**

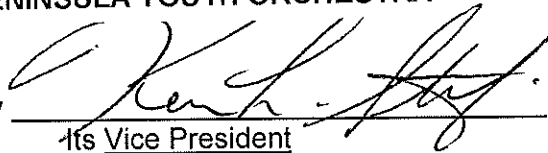
**Section 13. Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized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

DATED this \_\_\_th day of \_\_\_\_\_, 2008.

THE CITY OF GIG HARBOR

PENINSULA YOUTH ORCHESTRA

By \_\_\_\_\_  
Its Mayor

By   
Its Vice President

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Carol A. Morris, City Attorney

Exhibit A

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

**GHAC USE ONLY**     Complete application     Incomplete application

**REFER TO PRIOR PAGE FOR REQUIREMENTS TO COMPLETE APPLICATION ALONG WITH GRANT GUIDELINES.**

**INFORMATION ABOUT GRANT APPLICANT**

**Name of Organization :** Peninsula Youth Orchestra Association  
**ADDRESS:** P.O. Box 2481                      **CITY:** Gig Harbor    **STATE:** WA    **ZIP:** 98335  
**TELEPHONE #** 253-534-5384                      **FAX NUMBER:** \_\_\_\_\_  
**EMAIL ADDRESS:** info @ harbor pyo . org

**CONTACT PERSON:** Paula Vander Poel                      **TITLE:** Executive Director  
**ADDRESS:** P.O. Box 747                      **CITY:** Vaughn                      **STATE:** WA    **ZIP:** 98394  
**TELEPHONE #:** 253-884-4094                      **FAX NUMBER:** \_\_\_\_\_  
**EMAIL ADDRESS:** pd - vp @ yahoo . com

**PROJECT SUMMARY:** String Camp 2008  
**AMOUNT REQUESTED:** \$ 3,000.00  
**PROJECT TITLE:** Peninsula Youth Orchestra String Camp 2008  
**PROJECT DATES:** August 11 - 15, 2008  
**PROJECT LOCATION:** Harbor Covenant Church, Gig Harbor

**CONCISE DESCRIPTION OF THE PROJECT & WHAT YOU ARE ASKING GHAC TO SUPPORT:**

The Peninsula Youth Orchestra will hold its 10<sup>th</sup> annual summer camp from August 11-15, 2008. An Executive Director and a professional staff of three musicians, who are state certified educators and members of the Tacoma Symphony, will provide a fun and educational String Camp experience for approximately 60 young musicians/students.

String Camp 2008 will be a unique experience that students will not forget. Planned activities include two concert performances, one in the popular Tuesday evening Gig Harbor Annual Outdoor Summer Concert Series at Skansie Brothers Park with Concert Rock Violinist Aaron Meyer. Aaron will rehearse, direct and perform his classical music crossover, which combines classical, rock, world and pop music, with String Camp students.

We are asking GHAC for assistance in providing the professional staff of three musicians, and in obtaining three Artists in Residence. The Artists in Residence are a cellist from the Tacoma Symphony, plus two professors from the University of Puget Sound.

project title Peninsula Youth Orchestra String  
(PYO) Camp 2008

## 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 separately a current board of directors list, showing who is the responsible party, i.e. President, Vice President, etc. If an individual, attach a resume.)

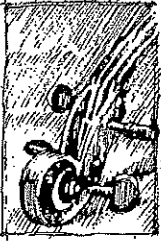
Mission  
1) Statement: <sup>(PYOA)</sup> The Peninsula Youth Orchestra Association seeks and trains young people to enjoy the many benefits of music making in the context of a string orchestra. The program balances nurture with rigor and compassion with excellence, and is open to all."

In just ten years, the PYO has served over 500 students. Our program has grown to instruct between 80 and 100 students each year, including three orchestras, a beginner program and a week long summer string camp in August. The PYO presents two regular season concerts, and at least one String Camp concert. We also take our Encore and Junior orchestras on an annual school tour, enabling the students in our public schools to hear a concert performed by a live orchestra made up of their own peers.

2) The purpose of this request is to help the PYOA provide a quality program for the arts in the Gig Harbor community. By offering free public concerts and open enrollment to public, private and home schooled students, the PYOA is making accessible both education and entertainment opportunities to local families. As we continue to develop and enhance our program, our success is realized as parents and professional string instructors seek PYO out from a variety of Puget Sound locations (Seattle, Kent, Tacoma, Bonney Lake, Puyallup, Silverdale, Port Orchard) as an opportunity for their students.

3) The Peninsula Youth Orchestra is an established part of the arts in Gig Harbor. It is managed by a ten-person volunteer board of musicians, educators, artists and business people, plus a full-time Executive Director and a highly professional staff.

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



PENINSULA  
YOUTH ORCHESTRA  
ASSOCIATION

New Business - 1

Peninsula Youth Orchestra Association  
**Board of Director's Resolution for 2007-2008**

The Board of Directors of the Peninsula Youth Orchestra Association designate the responsibility of grants and grant writing to the board's Vice President, Kerwin Steffen, for the year 2007/2008.

Approved by the Peninsula Youth Orchestra Association Board on:

January 24, 2008  
Date

Leelee Stewart  
President, Peninsula Youth Orchestra Association

Susan Luebeck  
Secretary, Peninsula Youth Orchestra Association

# Board of Directors 2007-2008

## Peninsula Youth Orchestra Association

P.O. Box 2481  
Gig Harbor, WA 98335  
253-534-5384  
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Paula Vander Poel, Executive Director  
Peninsula Youth Orchestra Association  
253-884-4094 home  
253-691-4028 cell  
[pd\\_vp@yahoo.com](mailto:pd_vp@yahoo.com)

project title Peninsula Youth Orchestra String Camp 2008

**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) |    |                  |
| Audio Technician                                                 | \$ | 100.00           |
| Bookkeeper                                                       | \$ | 60.00            |
| Executive Director                                               | \$ | 3,000.00         |
| (3) Professional Staff (\$800 each)                              | \$ | 2,400.00         |
| (3) Contracted Master Instructors                                | \$ | 1,200.00         |
| Guest Artist                                                     | \$ | 1,000.00         |
| Support Staff                                                    | \$ | 800.00           |
| b) Supplies / Materials                                          | \$ | 800.00           |
| <u>Total</u>                                                     | \$ | <u>8,560.00</u>  |
| Music                                                            | \$ | 250.00           |
| Office Supplies                                                  | \$ | 100.00           |
| Photo copies + Paper                                             | \$ | 50.00            |
| Sound Equipment (Donated)                                        | \$ | 80.00            |
| <u>Total</u>                                                     | \$ | <u>480.00</u>    |
| c) Space Rental                                                  | \$ | 500.00           |
| Harbor Covenant Church                                           | \$ | 500.00           |
| <u>Total</u>                                                     | \$ | <u>500.00</u>    |
| d) Marketing / Promotion                                         | \$ | 600.00           |
| Brochures + Advertisement                                        | \$ | 600.00           |
| T-shirts (75 @ \$8 each)                                         | \$ | 600.00           |
| Postage                                                          | \$ | 250.00           |
| <u>Total</u>                                                     | \$ | <u>1,450.00</u>  |
| e) Travel (who & where)                                          | \$ | 160.00           |
| Bus Rental                                                       | \$ | 80.00            |
| Equipment transportation (donated)                               | \$ | 80.00            |
| <u>Total</u>                                                     | \$ | <u>240.00</u>    |
| f) Other Expenses (identify)                                     | \$ | 150.00           |
| Staff Lunches                                                    | \$ | 180.00           |
| Student Activities                                               | \$ | 200.00           |
| Misc.                                                            | \$ | 200.00           |
| <u>Total</u>                                                     | \$ | <u>530.00</u>    |
| <b>total project cost</b>                                        | \$ | <b>11,760.00</b> |
| Enter in #4 (right-hand column) <u>Grand Total</u>               |    |                  |

**2. cash match**

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

|                    |    |                 |
|--------------------|----|-----------------|
| Admissions / Fees  | \$ | 6,800.00        |
| Grants / Donations | \$ | 1,000.00        |
| Government Support | \$ | —               |
| Other              | \$ | —               |
| <b>total</b>       | \$ | <b>7,800.00</b> |

Enter in #2 below

**3. in kind match**

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

|                                       |    |               |
|---------------------------------------|----|---------------|
| Support Staff                         | \$ | —             |
| (20 people, 80 hours @ \$10 per hour) | \$ | 800.00        |
| Donated Equipment                     | \$ | 160.00        |
| + Transportation                      | \$ | —             |
| (@ \$120 per hour)                    | \$ | 960.00        |
| <b>total value</b>                    | \$ | <b>960.00</b> |

Enter in #3 below

The amount requested from the GHAC 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). AMOUNT REQUESTED MAY NOT BE MORE THAN THE UNFUNDED BALANCE.

|                       |    |           |
|-----------------------|----|-----------|
| 1. amount requested   | \$ | 3,000.00  |
| 2. cash match         | \$ | 7,800.00  |
| 3. in-kind match      | \$ | 960.00    |
| 4. total project cost | \$ | 11,760.00 |

**CITY OF GIG HARBOR ARTS COMMISSION (GHAC)  
GRANT APPLICATION 2008**

It is understood and agreed that any funds awarded as a result of this application are to be used for the purposes set forth herein and that all information listed in this application is verifiable. Furthermore, it is understood that any individual or organization receiving funds agrees to comply with the following:

- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis of race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

agreed

Grant application completed by: Kevin L. Steffen Date: 1/23/08

Authorized by, in accordance with Board of Directors Resolution

Print Name: Leela Stewart Date: 1/14/08

Signature: [Signature] Date: 1/14/08



**Subject:** Gig Harbor Arts Commission  
- Request to Commission Torrens Public Art

**Proposed Council Action:** Approval of the Torrens art piece at the Donkey Creek Park location in the amount of \$6,700 plus WSST for a total amount of 7,262.80.

**Dept. Origin:** City of Gig Harbor Arts Commission (GHAC)

**Prepared by:** Robert Sullivan, Chair

**For Agenda of:** February 25, 2008

**Exhibits:** Photo

Initial & Date

**Concurred by Mayor:**

*CH 2/21/08*

**Approved by City Administrator:**

\_\_\_\_\_

**Approved as to form by City Atty:**

\_\_\_\_\_

**Approved by Finance Director:**

**Approved by Department Head:**

*Dave 2/21/08*

| Expenditure         | Amount             | Appropriation |
|---------------------|--------------------|---------------|
| Required \$7,262.80 | Budgeted \$140,000 | Required 0    |

**INFORMATION / BACKGROUND**

An objective of the adopted 2008 budget authorizes the GHAC to recommend and procure public art within the City of Gig Harbor. In October 2007, the Gig Harbor Arts Commission (GHAC) presented a recommendation to City Council and received favorable consideration for the Torrens public art piece as described below:

- The artwork of Tom Torrens, a local and internationally recognized artist, is selected by the GHAC for its durability, low maintenance, and public interest and interaction. The free-standing sculpture, bell and salmon will be made from welded steel and cast fiberglass. GHAC recommends this interactive piece be placed on the sidewalk by Donkey Creek Park to be viewed and interacted with by pedestrian traffic and park goers. The work will be commissioned similar in design to one currently on display at Wild Birds Unlimited. The fair-market value, as stated by Mr. Torrens, is \$5,962 including sales tax. A copy of Mr. Torrens' artwork is enclosed.

The GHAC would like Council's approval before initiating a contract with Mr. Torrens for the commissioning of this work.

**FISCAL CONSIDERATION**

Current funds are available for the requested procurement of public art as anticipated in the adopted 2008 Budget and identified under the Public Art Capital Projects Fund; are within the allocated amount of \$50,000 and carry-over funds from previous years of \$90,000 for a total amount of \$140,000.



**BOARD OR COMMITTEE RECOMMENDATION**

The GHAC presented this proposal to the Parks Commission and Design Review Board at their regular meetings. The Parks Commission has approved the piece but had concerns about placement on the sidewalk. A recommendation for placement will be made at their next regular March meeting. DRB thought the placement was correct and the sculpture needed no revisions to accommodate the public or the placement.

**RECOMMENDATION / MOTION**

Approval of the Torrens art piece at the Donkey Creek Park location in the amount of \$6,700 plus WSST for a total amount of 7,262.80.





**Subject:** Resolution authorizing a Development Agreement with The Quadrant Corporation and United Western Development Inc.

**Proposed Council Action:** Adopt the Resolution authorizing the Development Agreement

**Dept. Origin:** Planning Department

**Prepared by:** Cliff Johnson, Associate Planner *CJ*

**For Agenda of:** February 25, 2008

**Exhibits:** Resolution, Development Agreement and Exhibits

|                                          |                    |
|------------------------------------------|--------------------|
|                                          | Initial & Date     |
| <b>Concurred by Mayor:</b>               | <i>CLH 2/19/08</i> |
| <b>Approved by City Administrator:</b>   | <i>CLM 2/15/08</i> |
| <b>Approved as to form by City Atty:</b> | <i>N/A</i>         |
| <b>Approved by Finance Director:</b>     | <i>N/A</i>         |
| <b>Approved by Department Head:</b>      | <i>ID 2/15/08</i>  |

|             |          |               |
|-------------|----------|---------------|
| Expenditure | Amount   | Appropriation |
| Required    | Budgeted | Required      |
| 0           | 0        | 0             |

**INFORMATION/BACKGROUND**

On May 29, 2007 the City of Gig Harbor Hearing Examiner approved a 120 lot preliminary plat for the property located immediately north of the Borgen Boulevard and Harbor Hill Drive roundabout. The Developer has indicated a desire to begin construction of model homes on the property prior to the completion of the final plat of the property. While there are no specific prohibitions within the Gig Harbor Municipal Code (GHMC) regarding model homes, the GHMC does not contain any provisions for the approval of model homes within approved plats.

The Development Agreement would allow the Developer to obtain building permits and construct up to seven model homes before the final plat of the property has been completed. The Development Agreement specifies the improvements that must be completed, and the fees that must be paid by the Developer before these building permits can be obtained. The Development Agreement also specifies that the model homes and associated improvements will be removed at the Developer's cost if the preliminary plat expires or the final plat application is denied.

**FISCAL CONSIDERATION**

There are no fiscal impacts associated with this resolution.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Adopt the Resolution authorizing the Development Agreement.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH THE QUADRANT CORPORATION AND UNITED WESTERN DEVELOPMENT, INCORPORATED.**

---

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, the Developer has a fee simple or other substantial beneficial interest in the real property located north of the intersection of Borgen Boulevard and Harbor Hill Drive, Gig Harbor, Washington, which is legally described in Exhibit A of the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, the Developer has obtained approval of a 120 lot preliminary plat and intends to develop seven model homes prior to recording of the final plat; and

WHEREAS, on February 25, 2008, the City Council held a public hearing on the Development Agreement during a regular public meeting and voted to approve the Development Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement attached hereto as Exhibit A, with The Quadrant Corporation and United Western Development LLC.

Section 2. The City Council hereby directs the Planning Director to record the Development Agreement against the Property legally described in Exhibit A to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the City Council this 25<sup>th</sup> day of February, 2008.

APPROVED:

\_\_\_\_\_  
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
CAROL A. MORRIS

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF GIG HARBOR,  
THE QUADRANT CORPORATION AND UNITED WESTERN  
DEVELOPMENT, INCORPORATED, FOR THE  
GIG HARBOR ESTATES DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the "City," the Quadrant Corporation, a corporation organized under the laws of the State of Washington, hereinafter the "Homebuilder," and United Western Development, Incorporated, a corporation organized under the laws of the State of Washington, hereinafter the "Owner."

**RECITALS**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between these parties (hereinafter the "Development Agreement"), relates to the development known as Gig Harbor Estates, which is identified as assessor parcel number 0222303002 (hereinafter the "Subject Property"); and

WHEREAS, the following events have occurred in the processing of the Owner's development application:

a) By Ordinance No. 1051, the City amended the City's Comprehensive Plan land use designation for the Property to Planned Community Development Residential Medium;

b) By Ordinance No. 1102, the City amended the City's Zoning Ordinance to rezone the property to Planned Community Development Medium Density Residential subject to various conditions;

c) The City entered into a development agreement with Don Huber on July 10, 2006 and a Supplemental Development Agreement with Don Huber on May 14, 2007, for the purposes of developing the Subject Property.

d) By Hearing Examiner's decision No. SUB 05-1126, approved a 120 lot preliminary plat, for the Gig Harbor Estates, a copy of which is attached hereto.

WHEREAS, Homebuilder asserts the contractual right to purchase finished residential lots on the Subject Property from Owner; and

WHEREAS, state law prohibits the sale, transfer or advertisement for sale or transfer of any lot in a preliminary plat before the final plat is recorded (RCW 58.17.200); and

WHEREAS, if performance of an offer to sell, lease or otherwise transfer land is expressly conditioned on the recording of a final plat for the lot in an agreement, state law is not violated (RCW 58.17.205); and

WHEREAS, the Owner seeks to enter into this Development Agreement for the construction of a limited number of model homes on the property within Gig Harbor Estates, as advertisement for the development, and in order to comply with law; and

WHEREAS, after a public hearing on February 25, 2008, the City Council authorized the Mayor by Resolution to sign this Development Agreement with Homebuilder and Owner;

Now, therefore, the parties hereto agree as follows:

### **General Provisions**

**Section 1.** *The Project.* The Project is the development and use of the Subject Property located north of the intersection of Borgen Boulevard and Harbor Hill Drive, consisting of 19.32 acres in the City of Gig Harbor. The Preliminary Plat Approval describes the Project as 120 residential units.

**Section 2.** *The Subject Property.* The Subject Project site is legally described in Exhibit A, attached hereto and incorporated herein by this reference.

**Section 3. Definitions.** As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Resolution" means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

c) "Council" means the duly elected legislative body governing the City of Gig Harbor.

d) "Design Manual" means the Gig Harbor Design Manual, as adopted by the City.

e) "Director" means the City's Planning Director

f) "Effective Date" means the effective date of the Adopting Resolution.

g) "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopted ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, the Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, parking regulations, and building standards. Existing Land Use Regulations do not include non-land use regulations, which includes taxes and impact fees.

h) "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

**Section 4. Exhibits.** Exhibits to this Agreement are as follows:

a) Exhibit A – legal description of the Subject Property.

b) Exhibit B - Hearing Examiner's decision No. SUB 05-1126

c) Exhibit C – Site plan, dated 12/20/07 showing the location of proposed model homes



d) Exhibit D - Supplemental Development Agreement dated May 14, 2007

**Section 5.** *Parties to Development Agreement.* The parties to this Agreement are:

a) The "City" is the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

b) The Owner is a private enterprise which owns the Subject Property in fee, and whose principal office is located at P.O. Box 64160, Tacoma, Washington 98464.

c) The Homebuilder is a private enterprise asserting the contractual right to purchase finished lots on the Subject Property, and prior to such purchase to construct model homes on the Subject Property, and whose principal office is located at 14725 SE 36<sup>th</sup> Street, Bellevue, Washington 98006.

**Section 6.** *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

**Section 7.** *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement, and shall continue in force for a period of five years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Homebuilder.

**Section 8.** *Vested Rights of Homebuilder and Owner.* Homebuilder and Owner shall have all vested rights as provided by law or the preliminary plat approval.

**Section 9. Further Discretionary Actions.** Homebuilder and Owner acknowledge that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

**Section 10. Existing Land Use Fees and Impact Fees.**

A. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in chapter 19.12 of the Gig Harbor Municipal Code.

C. All traffic mitigation fees shall be paid as set forth in Section 12 of the Supplemental Development Agreement dated May 14, 2007, as it may be amended.

**Section 11. Phasing of Development.** The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Subject Property to allow Homebuilder to construct model homes on the Subject Property prior to approval and recording of the final plat for the Project. Therefore, the parties agree that Owner or Homebuilder shall be entitled to construct model homes on the Subject Property in accordance with the following terms and conditions;

A. The Owner or Homebuilder may submit building permit applications for up to seven lots in the preliminary plat, prior to recording of the final plat. Prior to issuance of building permits for the model homes, the following requirements must be satisfied:

i. Building permit applications for the seven model homes will only be accepted for the seven lots as specifically identified in Exhibit C attached hereto and incorporated herein.

ii. Retention/detention facilities that serve the model home lots shall be constructed in accordance with the engineered drawings approved by the City of Gig Harbor.

iii. Construction of road improvements necessary to provide safe public access to the model homes from Borgen Boulevard shall be completed. The road improvements shall consist of subgrade, curb and gutter, sidewalk and first lift of asphalt in the final roadway alignment, from Borgen Boulevard to the furthest proposed model home shown in Exhibit C – “Site Plan 12-20-07 showing the location of model homes”.

These improvements shall be in accordance with the engineered drawings approved by the City for permit EN-07-0079 HARBOR ESTATES, and within the following minimum limits: Harbor Hill Drive – STA 11+00 to 13+00; and Estates Circle – STA 29+00 to approximately 34+20 at the intersection with Harbor Hill Drive centerline – match STA 10+00 other direction, and STA 10+00 to 10+50.

iv. Water and sewer shall be installed to each lot proposed for model homes.

v. All proposed streets serving the model homes shall be adequately marked with street signs.

vi. All impact fees for model homes shall be paid prior to the issuance of a building permit for the model homes.

vii. Fire protection features including access, hydrants, and fire flow must be provided in accordance with GHMC Chapter 15.16 and the approved civil plans prior to any combustible construction on any lot within the development. Such fire protection features may be installed in a phased manner provided that they are in place and approved as prescribed by code for each individual parcel within the plat prior to issuance of a building permit for said parcel.

viii. Traffic mitigation fees for all model homes shall be paid per Section 12 of the Supplemental Development Agreement dated May 14, 2007, attached as Exhibit D to this agreement, as it may be amended.

B. In addition to the foregoing requirements, each residential building permit application for a model home shall include the following submittals:

i. Building plot plans showing the locations of the proposed model homes with distances indicated from the proposed final plat lot lines.

ii. Overall site plan showing the temporary improvements specific to the model homes such as the location of signage, flags, banners, fencing, landscaping, and impervious surfaces such as parking areas and sidewalks.

C. A certificate of occupancy shall not be granted for any of the model homes until the final plat has been recorded. However, the applicant may request final inspection and temporary occupancy for model homes prior to final plat recording, provided:

i. The Owner and Homebuilder have complied with applicable state law with regard to any agreements to transfer, sell or lease property within the preliminary plat prior to final plat recording.

ii. All Building and Fire Safety requirements have been met to the satisfaction of the City's Building Official and Fire Marshal.

iii. Driveway approaches for each model home requesting occupancy have been installed.

iv. Repairs to the roadway improvements have been completed as necessary due to damage as a result of model home construction.

v. Completion of miscellaneous utility work as necessary to minimize potential for damage to vehicles or tripping hazards.

vi. Completion of miscellaneous work to provide access for maintenance or operation of underground utilities.

D. Prior to final plat approval, Homebuilder shall submit two copies of a plot plan delineating the as-built location of the model home on the lot. The corners of the lot shall be set by a registered professional land surveyor prior to commencement of construction.

E. The model homes and all associated improvements, including any parking lot, shall be removed within six months of the following events:

- i. Preliminary plat approval has expired and no extension has been granted, and
- ii. the Project is denied final plat approval.

**Section 13. Default.**

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Homebuilder not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Homebuilder not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Homebuilder charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Homebuilder to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Development Agreement and the Code.

**Section 14. Annual Review.** The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Homebuilder and Owner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

**Section 15. Termination.** This Agreement shall expire and/or terminate as provided below:

A. This Agreement shall expire and be of no further force and effect if the Owner or Homebuilder does not submit building permit applications within 90 days of the date of the Resolution Approving this development Agreement. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

B. This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the final plat for the Subject Property has been recorded, which ever first occurs, and all of the Owner and Homebuilder's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated.

**Section 16. Effect upon Termination on Homebuilder and Owner**

**Obligations.** Termination of this Agreement or any portion thereof shall not affect any of the Homebuilder's or Owner's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

**Section 17. Effects upon Termination on City.** Upon any termination of this Agreement as to the Owner and Homebuilder of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

**Section 18. Assignment and Assumption.** The Owner and Homebuilder shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Owner and Homebuilder shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

**Section 19. Covenants Running with the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Homebuilder, Owner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner and Homebuilder contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

**Section 20. Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this

Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

**Section 21. Releases.** Owner, Homebuilder, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

**Section 22. Notices.** Notices, demands, correspondence to the City and Homebuilder and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**Section 23. Reimbursement for Agreement Expenses of the City.** Homebuilder and Owner agree to reimburse the City for actual expenses incurred over and above fees paid by Homebuilder or Owner as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the Project are paid to the City. Upon payment of all expenses, the Homebuilder or Owner may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Homebuilder or Owner.

**Section 24. Applicable Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

**Section 25. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Owner, Homebuilder and/or Landowner(s). In such event, Owner, Homebuilder and/or such

Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Owner, Homebuilder and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

**Section 26. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

**Section 27. Indemnification.** The Owner and Homebuilder shall indemnify, defend and hold the City, its elected officials, officers, employees and agents (the "City Parties") harmless from and against any material claim, loss, liability and expense, including attorneys' fees and court costs (collectively "Claims") incurred by the City on account of (a) claims by persons or entities other than the Owner and Homebuilder arising out of or in connection with the Owner and/or Homebuilder's performance under this Development Agreement; and (b) claims resulting from or arising directly or indirectly, in whole or in part, out of the City's decision to allow model homes to be constructed on the property owned by the Owner and/or Homebuilder, prior to final plat approval. The foregoing indemnity shall not extend to those matters arising out of the negligence or intentional misconduct of the City Parties. Notwithstanding any language to the contrary in this Agreement, Homebuilder and/or Owner agree to indemnify, defend and hold the City, its elected officials, officers, employees and agents harmless from and against any and all claims, liabilities, losses, penalties, costs and expenses (including attorneys' and consultants' fees and costs) that the City may incur, or have asserted against it as a result of Owner and/or Homebuilder's breach of this Agreement.

**Section 28. Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

**HOMEBUILDER:**  
THE QUADRANT CORPORATION

By Gregory D. Moore  
Its Chief President

**OWNER:**  
UNITED WESTERN DEVELOPMENT,  
INCORPORATED

By [Signature]  
Its Owner

**CITY OF GIG HARBOR**

By \_\_\_\_\_  
Its Mayor

ATTEST:

By \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

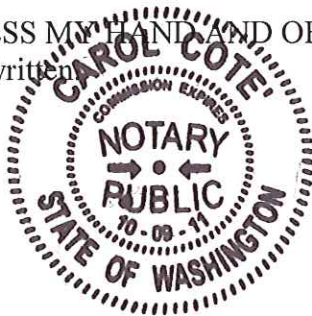
By \_\_\_\_\_  
City Attorney



STATE OF WASHINGTON )  
 )ss.  
COUNTY OF PIERCE )

On this 15<sup>th</sup> day of FEBRUARY, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DONALD HUBER, to me known to be the President of UNITED WESTERN DEVELOPMENT, INCORPORATED, the limited liability company that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said the limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said limited liability company.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Carol Cote  
Name CAROL COTE  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
GIG HARBOR  
My commission expires 10-9-2011.

STATE OF WASHINGTON )  
 )ss.  
COUNTY OF KING )

On this 14<sup>th</sup> day of FEBRUARY, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared GREGORY D. MOORE, to me known to be the VICE PRESIDENT of THE QUADRANT CORPORATION, a Washington corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute the said instrument on behalf of said corporation.

WITNESS MY HAND AND OFFICIAL SEAL hereto affixed the day and year first above written.



Debra Laukeman  
Name DEBRA L. LAUKEMAN  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
LACEY, WA  
My commission expires 12-09-11.



EXHIBIT A

LEGAL DESCRIPTION

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE  
SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH,  
RANGE 2 EAST OF W.M., IN PIERCE COUNTY, WASHINGTON.

**EXHIBIT 'B'**  
**DECISION OF THE HEARING EXAMINER**  
**CITY OF GIG HARBOR**

In the Matter of the Application of

**Gig Harbor LLC**

REZ 06-1361 & SUB 05-1126

RECEIVED  
CITY OF GIG HARBOR

For a Rezone and Preliminary Plat  
Approval

MAY 30 2007

COMMUNITY  
DEVELOPMENT

**Background**

Gig Harbor Estates, L.L.C., applied for a site-specific rezone from RLD to RMD and 120-lot subdivision for property in the 4000 block of Borgen Boulevard.

An open record public hearing was held on May 16, 2007. The exhibits listed at the end of this decision were admitted. The Community Development Department was represented by Cliff Johnson, Associate Planner, and the Applicant was represented by Carl Halsan, agent.

For the purpose of this decision, all section numbers refer to the Gig Harbor Municipal Code, unless otherwise indicated.

Based upon consideration of all the information in the record, including that presented at the public hearing, the following shall constitute the findings, conclusions and decision of the Hearing Examiner in this matter.

**Findings**

1. Gig Harbor Estates, L.L.C. ("Applicant") requested a site-specific rezone of 19.32 acres in the 4000 block of Borgen Boulevard, Assessor's Parcel No. 0222303002, from Planned Community Development Low Density Residential (RLD) district to Planned Community Development Medium Density Residential (RMD) district. In 2005, the Applicant applied for approval of a preliminary plat, the Gig Harbor Estates Subdivision, with 77 lots but then amended the application, after the Comprehensive Plan was amended, to subdivide the property into 126 lots, public and private roads, two storm water tracts, and a park. The plat has now been revised and proposes 120 lots. [Testimony of Halsan; Exhibit 1]
2. The subject site is on the north side of Borgen Boulevard and is zoned RLD. To the east is vacant land in RMD district, PCD-C zoned with an approved commercial site plan (Harbor Hill Business Park) to the south across Borgen, residential development zoned RMD and PCD-BP vacant land to the west, and the single-family developed Canterwood subdivision, a Master Planned Community, to the north in unincorporated Pierce County.

3. The City Council amended the Comprehensive Plan in 2006 to designate the subject site Planned Community Development-Residential Medium. The Comprehensive Plan states that the intent of the designation is “to facilitate high quality affordable housing, a greater range of lifestyles and income levels; provides for the efficient delivery of public services and to increase residents’ accessibility to employment, transportation and shopping; and serves as a buffer and transition area between more intensively developed areas and lower density residential areas.” Comprehensive Plan, p.2-5. RMD is the only zoning that can implement the PCD-RMD designation.
4. The RLD zone allows density of four dwelling units per gross acre and RMD allows density of up to eight dwelling units with a minimum base of five dwelling units per acre.
5. The site has rolling hills sloping to the south toward Borgen Boulevard with slopes described variously as 5-15 percent [Exhibit 7] and 15-25 percent [Exhibit 1]. There are no critical areas on or adjacent to the site. The site is not located within the 100-year flood plain. [Exhibit 1 & 6]
6. Access to the site is available from Borgen Boulevard.
7. The City issued a SEPA Determination of Significance (DS) and Adoption of Existing Environmental Document City of Gig Harbor 2005 Comprehensive Plan Amendments Final Supplemental EIS dated 4/5/06 on March 21, 2007, for the rezone and a Mitigated Determination of Non-significance (MDNS) on March 28, 2007, for the preliminary plat. No appeals of the environmental determinations were filed during the respective appeal periods.
8. The Community Development Department (“Department”) issued an Administrative Decision finding on April 2, 2007 that with certain conditions the proposed preliminary plat would meet the applicable standards in the Design Manual. This decision was not appealed. The conditions addressed installation of tree protection fencing, fencing within the ponds, and measures to preserve trees within the perimeter buffer area. [Exhibit 18]
9. The 120 lots would range in size from 2,482 to 11,789 square feet for single-family residences, for an average density of 7.5 dwelling units per net acre. There would also be 16,964 square feet of park area.
10. The Applicant proposes development with single-family residences. The structures would provide setbacks that conform to the requirements of Section 17.99.290(A) for single family development in the RMD district. Building heights are not specified on the plat but would be limited to 45 feet per Section 17.21.040(B).
11. The preliminary plat provides a 25 ft. wide landscape buffer along the east perimeter and approximately one third of the western perimeter starting at the southern boundary. A 10 ft. wide buffer is shown on the remainder of the western boundary and along the northern boundary separating the subject property from the Canterwood subdivision. Though Section 17.21.040 in the RMD chapter refers to the requirements of Section 17.28.060, which requires a minimum 25-foot buffer along perimeters of a residential plat, it specifically provides that buffers adjacent to a

similar use or zone which includes a platted buffer of equal or greater width "shall" be reduced to 10 feet. No landscaped buffer is currently shown on the southern perimeter.

12. The Canterwood Homeowners Association and individual homeowners in the subdivision contend that the reduction in landscaped buffer does not apply because an RMD residential plat is not a similar use or zone to single-family development in the MPC (Master Planned Community) county zone. [Exhibits 19 & 23; Testimony of Callin, Tanner, Scott, Allen ]

13. The preliminary plat shows that 10 of the 12 lots bordering the Canterwood subdivision would have a 25 ft. setback from the northern property line. The two corner lots would have less.

14. The long period for newly planted trees in the buffer to grow to a size that provides screening is a concern to the neighbors. [Testimony of Tanner]

15. The residences in the Canterwood subdivision are on lots approximately 2 acres in size. [Testimony of Allen]

16. There is also concern about retaining walls elevating the new residences above the property in the Canterwood subdivision. [Testimony of Tanner ] The preliminary grading plans show retaining walls along the east and west boundaries. The maximum wall height would be less than 6 ft. [Testimony of Smith]

17. The subject property is in the City of Gig Harbor water service area. The City granted a Water Capacity Reservation Certificate for a total of 39,878 gallons per day which is sufficient for 126 single family residences. [Exhibit 11; Testimony of Langhelm] The City Engineer recommended a condition on the plat regarding payment of a water latecomers fee in accordance with the proposed Harbor Hill Water Tank and Mainline Extension Latecomer Agreement. [Exhibit 14]

18. The subject property is to be served by the City of Gig Harbor's sanitary sewer. The parcel is included in Basin C-2 of the planned sanitary sewer system. A Sewer Capacity Reservation Certificate for 29,106 gallons per day, enough for 126 single-family residences and one landscaping meter, was granted by the City. [Exhibit 13]

19. The Applicant proposes to connect to the City's storm water system via an existing storm sewer line that ultimately drains to a regional storm pond located to the south of the project, designed to accommodate drainage from the proposed plat. On-site, the stormwater from streets, sidewalks and driveways would be collected in catch basins connected by storm pipes which would carry it to the detention facilities on-site. The two facilities would provide detention and basic water quality treatment and be sized to meet City standards. The handling of roof and footing drainage has not been specified and must be addressed. Storm water treatment and development proposed for the site would be required to meet the requirements of the City's Stormwater Design Manual. [Exhibits 7, 13 & 14]

20. The Building Official/Fire Marshal reviewed the proposal and concluded that it appeared to provide fire hydrant locations in compliance with the requirements of IFC appendix C but recommended a condition to insure they are operational prior to combustible construction. The information was not sufficient to determine if fire

flow requirements are met so a condition to assure that is necessary. Provisions for fire access were found to be generally satisfactory but fire lane markings should be required for alleys and roads with less than 26 feet of drivable surface. [Exhibit 15]

21. The 2005 Comprehensive Plan Amendments Final Supplemental EIS (FSEIS) addressed transportation impacts expected from development of the subject site with 121 dwelling units. It recognized that the road system is out of capacity at key intersections in North Gig Harbor with development projects in the pipeline and currently committed improvements. [Exhibit 9, p. 48] The calculated trip generation for development of the subject site would be 122 PM peak hour trips, 47 more than would be generated by development allowed under the current zoning. The impact on design solutions in the NGH Traffic Mitigation Plan was deemed to be small, but because it would increase traffic, the SEIS said that the site should bear a proportionate responsibility for capacity improvements. [Exhibit 9, p. 62] A series of capacity and other improvements are detailed.

22. The FSEIS describes a necessary future roadway connection, L-3, to provide access east of the plat and north of and parallel to Borgen Boulevard. The City Engineer recommended that a condition requiring that the design of the plat accommodate providing that portion of L-3 that is located within the boundary of the plat, the access be dedicated, and the owner be responsible for construction L-3 in a manner that allows for a future roadway to connect to the plat from the east. [Exhibits 13 & 14]

23. A Development Agreement between the City and the Applicant was entered into on July 10, 2006, describing the manner and timing of the performance of mitigation described in the FSEIS and requiring the developer to pay for a share of the improvements described in that agreement. A Subsequent Agreement for Financial Contribution was executed on May 15, 2007, providing for the payment of \$15,939.25 as a condition of obtaining a residential building permit for a single-family home on each lot within the plat for transportation mitigation, subject to possible credit for reserve capacity now held. [Exhibit 22]

24. Notice of the proposed action and hearing on May 16<sup>th</sup> was published on April 25, 2007. A prior notice of the SEPA determination for the rezone indicated that the hearing would be held April 18<sup>th</sup> and caused some confusion. [Exhibit 23] Notice of the proposed action and new hearing date was mailed to property owners within 300 feet of the subject site and to interested persons on April 20, 2007 and posted on the site on May 2, 2007.

25. The Department of Ecology provided comment on appropriate measures to protect water quality. [Exhibit 16]

26. The site is served by a Pierce Transit route on Borgen Boulevard. Pierce Transit did not request that the Applicant provide any transit facilities or improvements.

27. The subdivision would be in the Peninsula School District. The District had no comment on the subdivision. Section 19.12.050(B) does require school impact fees be imposed on residential development which will serve to mitigate impact from the demand created by the new development.

28. The Applicant seeks modification of several of the conditions recommended by the Department. The Applicant asks that proposed condition No. 3 be revised to allow the temporary fencing installed to protect trees during construction remain until permanent fencing is installed as each home site is developed. The Department had no objection but directed the Applicant to the requirements for the temporary construction fencing to protect trees in Section 17.99.240. The Applicant would like proposed condition No. 9 to refer to the written agreement; the requirements of No. 11 to apply "to the extent not already completed"; and No. 13 to refer only to the Gig Harbor standards and Stormwater Design Manual because of conflicting requirements with the Department of Ecology's Stormwater Management Manual for Western Washington. City representatives agreed to the changes to No. 11 and No. 13. [Testimony of Halsan, Smith, Appleton]

29. Section 17.100.035 set out the criteria that must be satisfied for approval of a proposed amendment to the zoning district map:

- A. The application for the zoning district map amendment must be consistent with and further the goals, policies and objectives of the comprehensive plan;
- B. The application for the zoning district amendment must further or bear a substantial relationship to the public health, safety and general welfare;
- C. No substantial detrimental effect will be caused by the granting of the application for the amendment; and
- D. The proponents of the application have the burden of proof in demonstrating that conditions have changed since the original zoning or original designation for the property on the zoning district map.

30. The criteria that must be considered by the hearing examiner in reviewing a preliminary plat are listed in Section 16.05.003:

- A. Whether the preliminary plat conforms to Chapter 16.08GHMC, General requirements for subdivision approval;
- B. If appropriate provisions are made for, but not limited to, the public health, safety and general welfare, for open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds, and shall consider all relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school; and
- C. Whether the public interest will be served by the subdivision and dedication.

31. Section 17.14.020 is a land use matrix that identifies the uses permitted in each zoning district. Under "Uses" are listed single-family dwelling, duplex dwelling, triplex dwelling, fourplex dwelling, multifamily dwelling, and others. Single family dwelling uses are shown as permitted in R-1, RLD, R-2, RMD, RB-1, RB-2, B-1, PCD-C, WR, WM, WC, PCD-NB and MUD.



**Conclusions**

1. The Hearing Examiner has the authority to approve make site-specific rezones pursuant to Sections 17.100.010 and 19.01.003.
2. The Hearing Examiner has the authority to approve preliminary plats pursuant to Section 16.05.002.
3. The notice of public hearing provided complied with the requirements of Section 19.03.003.

**REZONE**

4. In amending the Comprehensive Plan to designate the site as Planned Community Development Residential Medium, the City Council determined that the site was intended for densities of 8 to 16 dwelling units per acre. The requested rezone would be consistent with the intent of the Comprehensive Plan designation and is necessary to implement the Comprehensive Plan.

5. The public health, safety and general welfare were considered by the City Council when it considered and passed the amendment to the Comprehensive Plan to provide for the denser development that will be allowed under the RMD zoning. Measures to mitigate the impacts of that increased density were imposed in the MDNS and have been proposed for the preliminary plat approval in the FSEIS. The Development Agreement and subsequent agreement for financial contribution aid in the implementation of the transportation mitigation. That the zoning district amendment bears a substantial relationship to the public health, safety and general welfare is clear.

6. The extensive mitigation required in earlier approvals and agreements and to be required in connection with the subdivision assure that the granting of the rezone will not cause substantial detrimental effect.

7. The amendment to the Comprehensive Plan to designate the site for RMD represents a material change in conditions warranting the rezone of the site to be consistent with, and implement, the designation.

8. The criteria for zoning district map amendment are satisfied and the rezone to RMD should be approved.

**SUBDIVISION**

9. The findings above show that the proposed subdivision is in conformity with the Comprehensive Plan and applicable zoning ordinance provisions. Though one witness addressed perceived inconsistencies with provisions of the Comprehensive Plan, the Examiner was unable to conclude there were inconsistencies.

10. The proposed park and landscape buffers, plus the two stormwater detention ponds, included in the plat provide adequate open space and park land. With the proposed conditions of approval, the subdivision makes appropriate provision for access, public streets, alleys, sidewalks, stormwater drainage, sanitary sewage, water and schools. Compliance with all City requirements and the conditions imposed on the subdivision assures that there are provisions for the public health and safety.


11. The desire for a full 25-foot buffer to separate the proposed subdivision from the neighboring subdivision is understandable. The use of "shall be reduced" in Section 17.21.040(B)(5) leaves the City no discretion to establish a greater requirement through conditions if the use and zones are "similar". The "use" proposed is single-family residential and, as shown in the Land Use Matrix, Section 17.14.020, remains that use across the zones. That greater density is allowed in other zones does not alter the use definition. That the legislative body used the word "similar" instead of "the same" is also instructive. The Examiner cannot conclude on this record that the zones are not similar.

12. Because the proposed plat is consistent with the intent of the Comprehensive Plan for the zone, conforms to Zoning Code standards, and it will meet Public Works Standards, it is concluded that the subdivision will serve the public interest.

#### Decision

The Rezone of the subject site from RLD to RMD is granted. The preliminary plat for a 120-lot subdivision is approved subject to the conditions listed in Appendix A.

Entered this 29<sup>th</sup> day of May, 2007.

  
Margaret Klockars  
Hearing Examiner

#### Concerning Further Review

Parties of record may appeal the decision of the hearing examiner on the site-specific rezone to the City Council by filing an appeal within 10 working days of the date of this decision. Please see Section 19.06.004 of the Gig Harbor Municipal Code for details.

There is no administrative appeal of the hearing examiner's decision on the preliminary plat. A request for reconsideration may be filed according to the procedures set forth in Ordinance No. 1073. If a request for reconsideration is filed, this may affect the deadline for filing judicial appeal (see Ord.1073 and Chapter 36.70c RCW ). Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

#### Parties of Record

Don Huber  
Gig Harbor Estates, L.L.C.  
PO Box 64160  
Tacoma, WA 98464

Carl Halsan  
PO Box 492

Gig Harbor, WA 98335

Cliff Johnson, Associate Planner  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Ann Callin  
11609 Sorrel Run NW  
Gig Harbor, WA 98332

Russell Tanner  
4502 126<sup>th</sup> St. Ct. NW  
Gig Harbor, WA 98332

William Scott  
4506 N. Foxglove Dr. NW  
Gig Harbor, WA 98332

Brandon Smith  
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Fife, WA 98424

Doug Allen  
11714 Hunter Lane NW  
Gig Harbor, WA 98332

Eric Nelson  
4423 Pt. Fosdick NW Suite 302  
Gig Harbor, WA 98335

Canterwood Homeowners Association  
4026 Canterwood Drive NW, Suite A  
Gig Harbor, WA 98332

Exhibits Admitted

- 1) Staff Report by Cliff Johnson, Associate Planner, dated May 9, 2007
- 2) Preliminary Plat Application, received November 28, 2005
- 3) Design Review Application, received November 28, 2005
- 4) Rezone Application, received August 01, 2006
- 5) Preliminary plat plans, received April 30, 2007
- 6) Wetland Analysis Report, by Habitat Technologies, dated August 27, 2004
- 7) Preliminary Drainage and Erosion Control Report, by Brandon Smith, PE, PacWest Engineering, dated November 18, 2005
- 8) Borgen Subdivision Development Traffic Impact Analysis, by PacWest Engineering, dated June 2005
- 9) City of Gig Harbor 2005 Comprehensive Plan Amendments FSEIS, 4/5/06
- 10) Mitigated Determination of Nonsignificance, issued March 28, 2007
- 11) Determination of Significance and Adoption of Existing Environmental Document, dated March 21, 2007
- 12) SEPA comments from Emily Appleton, Senior Engineer, 1/18/07
- 13) SEPA Comments from Emily Appleton, Senior Engineer, 3/27/07 (including Resolution 667)
- 14) Preliminary Plat Comments from Emily Appleton, Senior Engineer, 3/4/07
- 15) Comments from Dick Bower, Building Official/Fire Marshal, 3/15/07
- 16) SEPA comments received by the Wash. St. Dept. of Ecology, 4/11/07
- 17) Affidavit of posting, dated May 2, 2007
- 18) DRB Administrative Decision by Eric Mendenhall, dated April 2, 2007
- 19) Letter from Canterwood Homeowners Association, dated April 24, 2007
- 20) SEPA checklist dated February 15, 2007 for the proposed rezone
- 21) SEPA checklist dated August 01, 2006 for the proposed preliminary plat
- 22) Staff Report-Supplement, dated 5/16/07
- 23) Letter from Russell Tanner received 5/16/07
- 24) Copy of small aerial photograph
- 25) Aerial Photograph

**Appendix A**

**Conditions of Approval  
SUB 05-1126**

1. A 25 foot landscaped buffer, per GHMC 17.78.060(B) shall be provided along the southern boundary of the plat, bordering Borgen Boulevard. Civil plans submitted for review shall include this buffer.
2. All perimeter landscaping buffers shall be vegetated to meet GHMC 17.78.060 standards, including the retention of all significant vegetation within the buffer and additional plantings as necessary to create a dense vegetative screen as defined under GHMC 17.78.060. A landscape plan shall be submitted with civil plans. This requirement shall be met prior to approval of the final plat.
3. Buffers shall be fenced to protect the buffer from the residential use of the plat. Protective barricade must be installed to protect significant vegetation to be retained prior to any grading. Permanent buffer fencing shall be installed prior to final inspection for each single family residence.
4. All public roads within the plat shall be designated as public and all alleys shall be labeled as private on the final plat drawings.
5. As shown on the preliminary plat design, the plat shall accommodate providing that portion of L-3 that is located within the boundary of the plat. The owner shall be responsible for constructing L-3 and the plat in a manner that allows for a future roadway to connect to the plat from the east in accordance with the City of Gig Harbor 2005 Comprehensive Plan Amendment FSEIS dated April 5, 2006.
6. The applicant shall provide information on how roof and footing drainage will be managed for the individual lots on civil plans.
7. The on-site water systems shall be designed and installed to provide the required flows as prescribed under IFC Appendix Chapter B.
8. Fire lane locations and details and their manner of marking demonstrating compliance with City standards shall be submitted prior to approval of the civil plans.
9. The applicant shall pay a water latecomers fee payment in accordance with the proposed Harbor Hill Water Tank and Mainline Extension Latecomer Agreement. The application for this agreement has been submitted by

OPG Properties, LLC, to the City of Gig Harbor City Engineer for review and submission to City Council. The proposed water latecomers fee payment for the Harbor Estates Plan site is estimated to be approximately \$190,000 according to the submitted latecomers agreement. Upon approval by City Council, the applicant shall pay the water latecomers fee in accordance with the latecomers agreement.

11. The applicant shall design and construct half width frontage improvements along Borgen Boulevard across the entire property frontage, to the extent not already completed. The improvements shall include curb, gutter, sidewalk, planter strip, and street lights in accordance with the City of Gig Harbor Public Works Standards and shall be completed prior to issuance of the first certificate of occupancy within the plat.
12. A final record drawing and a final record survey of the proposed development shall be provided after the City accepts the construction improvements shown on the civil plans but prior to the certificate of occupancy for any buildings located on the site.
13. The proposed water and sewer utility designs, stormwater facility designs, and roadway designs shall conform to the requirements of the City Public Works Standards and the City Stormwater Design Manual. These Standards also address specific City design requirements such as restoration of the City right of way and traffic control.
14. Erosion shall be controlled throughout the construction of the project per the approved plans, City Public Works Standards, and City Stormwater Design Manual.
15. City forces may remove any traffic control device constructed within the City right of way not approved by this division. Any liability incurred by the City due to non-conformance by the applicant shall be transferred to the applicant.
16. A road encroachment permit shall be acquired from the City prior to any construction within City right of way, including utility work, improvements to the curb, gutter, and sidewalk, roadway shoulders and ditches, and installation of culverts. All work within the City right of way shall conform to the City Standards. These standards address specific design requirements such as restoration of the City right of way and traffic control.
17. A stabilized construction entrance shall be installed prior to vehicles leaving the site. The City inspector shall determine the required length.

18. Permanent survey control monuments shall be placed to establish all public street centerlines, intersections, angle points, curves, subdivision boundaries and other points of control. Permanent survey control monuments shall be installed in accordance with the City Standards. At completion, a record of survey shall be provided to the City.
19. Construction of required improvements shall comply with the terms of the "Development Agreement by and between the City of Gig Harbor and Harbor Estates LLC, for a Comprehensive Plan Amendment/Residential Subdivision," dated July 10, 2006, Resolution 677, passed by the Gig Harbor City Council on July 10, 2006.
20. This approval does not relieve the Permittee from compliance with all other local, state and/or federal approvals, permits, and/or laws necessary to conduct the development activity for which this permit is issued. Any additional permits and/or approvals shall be the responsibility of the Permittee.
21. Increased storm water runoff from the road(s), building, driveway and parking areas shall be retained/detained on site and shall not be directed to City infrastructure.
22. If private roadways are proposed then provisions shall be made for the roads and easements to be open at all times for emergency and public service vehicle use.
23. The final site plan shall note or delineate the following:
  - a. "WARNING: City of Gig Harbor has no responsibility to build, improve, maintain or otherwise service private roadways or driveways within, or providing access to, property described in this site."
  - b. "Where seasonal drainage crosses subject property, no filling or disruption of the natural flow shall be permitted."
  - c. Storage requirements for runoff from buildings and parking surfaces shall be shown on individual building lots, including drywell sizing or storm drain connection points.
  - d. "This site plan is subject to stormwater maintenance agreement recorded under Auditor's file number (enter AFN here)."
  - e. "Stormwater/Drainage easements are hereby granted for the installation, inspection, and maintenance of utilities and drainage facilities as delineated on this site plan. No encroachment will be placed within the easements shown on the site plan that may

damage or interfere with the installation, inspection, and maintenance of utilities. Maintenance and expense thereof of the utilities and drainage facilities shall be the responsibility of the property owner(s) or it's heirs or assigns, as noted under the stormwater maintenance agreement for the site.”

24. Any dedication, donation or grant as shown on the face of the plat shall be considered to all intents and purposes as a quitclaim deed to the said donee(s) grantee(s) for his/her/their use for the purpose intended by the donor(s) or grantor(s).
25. Since the plat is subject to a dedication, the certificate or a separate written instrument shall contain the dedication of all streets and other areas to the public, and individual(s), religious society(ies) or to any corporation, public or private, as shown on the plat, and a waiver of all claims for damages against any governmental authority which may be occasioned to the adjacent land by the established construction, drainage and maintenance of said road. Said certificate or instrument of dedication shall be signed and acknowledged before a notary public by all parties having any ownership interest in the lands subdivided and recorded as part of the final plat.
26. Any dedication filed for record shall be accompanied by a title report confirming that the title of the lands as described and shown on said plat is in the name of the owners signing the certificate or instrument of dedication.

DECLARATION OF MAILING

I certify that on the 29<sup>th</sup> day of May 2007, I sent by first class mail, postage paid, a copy of the Decision in the matter of the Application of Gig Harbor LLC for a site-specific rezone and Preliminary Plat Approval to each of the following persons at the address listed.

Nancy Meyer  
11606 Hunter Lane NW  
Gig Harbor, WA 98332

Jean Webster  
11610 Hunter Lane NW  
Gig Harbor, WA 98332

Mary Stockton  
11601 Sorrel Run NW  
Gig Harbor, WA 983

Ann Callin  
11609 Sorrell Run NW  
Gig Harbor, WA 98332

Janet and Pete Fiones  
11713 51st Ct. NW  
Gig Harbor, WA 98332

Russell Tanner  
4502 126<sup>th</sup> St. Ct. NW  
Gig Harbor, WA 983

Bill Scott  
4506 N. Foxglove Dr. NW  
Gig Harbor, WA 98332

Doug Allen  
11714 Hunter Lane NW  
Gig Harbor, WA 98332

Jarrold Fauren  
8120 Freedom Ln. NW  
Lacey, WA 98516

Don Huber  
Gig Harbor Estates LLC  
PO Box 64160  
Tacoma, WA 98464

Carl Halsan  
PO Box 492  
Gig Harbor, WA 98335

Cliff Johnson  
City of Gig Harbor  
3510 Grandview Stre  
Gig Harbor, WA 983

Eric Nelson  
4423 Pt. Fosdick NW Ste. 302  
Gig Harbor, WA 98335

Canterwood Homeowners Assn.  
4026 Canterwood Dr. SW Ste. A  
Gig Harbor, WA 98332

Brandon Smith  
5009 Pacific Hwy E.  
Fife, WA 98424

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Dated this 29<sup>th</sup> day of May 2007, at Seattle, Washington.

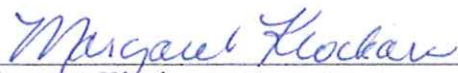
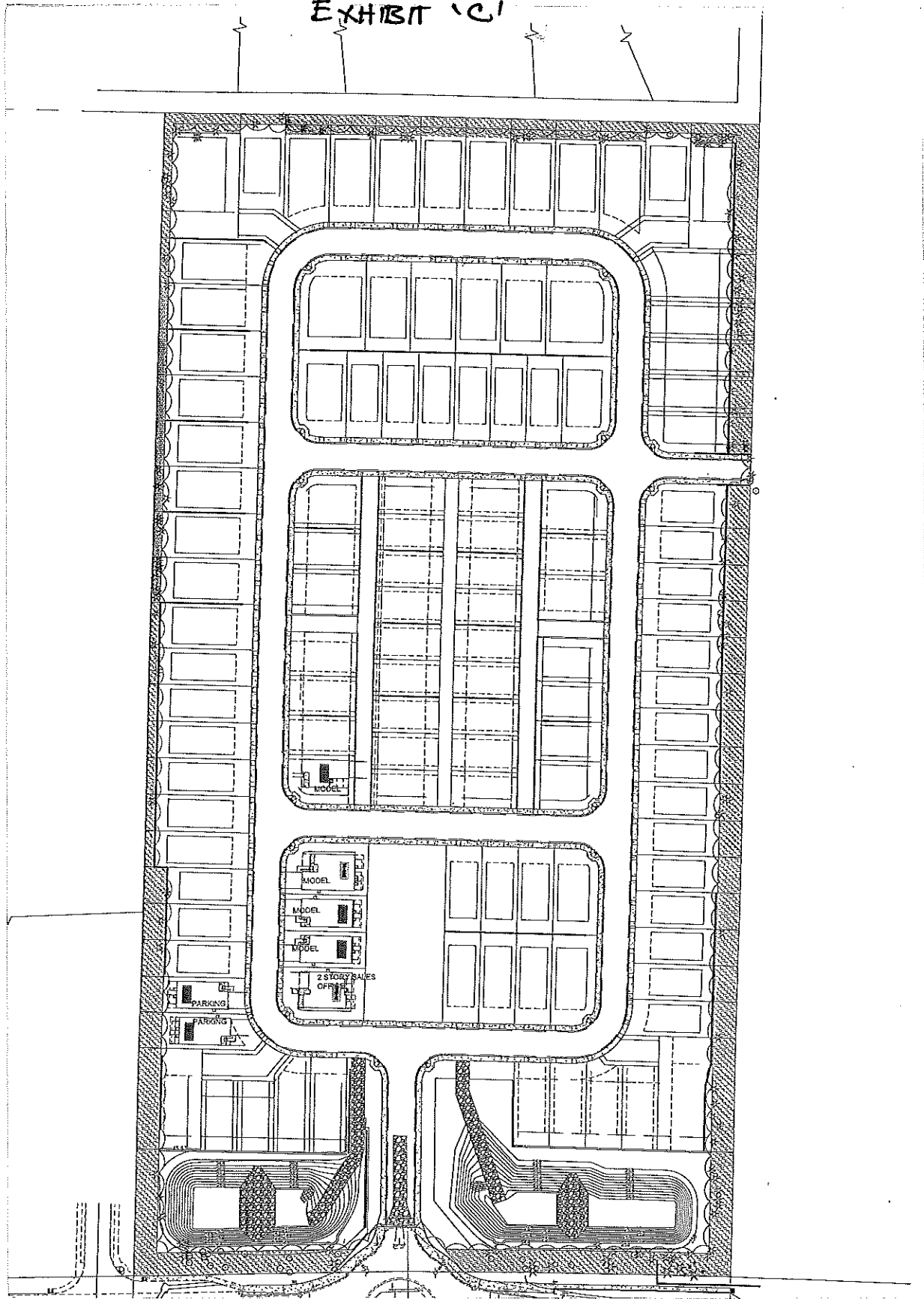
  
Margaret Klockars



EXHIBIT 'C'



**Exhibit "D"**  
**SUPPLEMENTAL DEVELOPMENT AGREEMENT**  
**BY AND BETWEEN THE CITY OF GIG HARBOR**  
**AND HARBOR ESTATES LLC, FOR THE**  
**GIG HARBOR ESTATES DEVELOPMENT**

THIS SUPPLEMENTAL DEVELOPMENT AGREEMENT is made and entered into this 14 day of May, 2007, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the "City," and **HARBOR ESTATES**, an LLC organized under the laws of the State of WASHINGTON, hereinafter the "Developer."

**RECITALS**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this Supplemental Development Agreement, "development standards" includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Supplemental Development Agreement by and between the City of Gig Harbor and the Developer (hereinafter the "Development Agreement"), relates to the development known as **GIG HARBOR ESTATES**, which is located at: **4000 BORGES BOULEVARD** (hereinafter the "Property"); and

WHEREAS, the City and Developer are parties to a Development Agreement dated July 10, 2006 concerning the Property; and

WHEREAS, the July 10<sup>th</sup> Development Agreement requires the Developer to pay for a share of certain Transportation Mitigation Improvements as described in that agreement; and

WHEREAS, Section 10.B. of that Development Agreement required a subsequent agreement addressing details of Developer's payment obligation that had not been finalized at the time that agreement was signed; and

WHEREAS, the City and Developer have reached agreement on those details and wish to supplement the July 10, 2006 Development Agreement as set forth below;

Now, therefore, the parties hereto agree as follows:

### General Provisions

**Section 1. *The Project.*** The Project is the development and use of the Property, consisting of 19.32 acres in the City of Gig Harbor. The PRELIMINARY PLAT will describe the Project as A 120 LOT SINGLE FAMILY HOME SUBDIVISION.

**Section 2. *The Subject Property.*** The Project site is legally described in Exhibit "A", attached hereto and incorporated herein by this reference.

**Section 3. *Supplemental Development Agreement.*** This agreement supplements and clarifies the Development Agreement between the parties dated July 10, 2006, and the two agreements are to be harmonized. To the extent of any conflict between the agreements concerning the payment for Traffic Mitigation Improvements, the terms of this Agreement shall prevail.

**Section 4. *Definitions.*** As used in this Supplemental Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

- a) "Adopting Ordinance" means the Ordinance which approves this Supplemental Development Agreement, as required by RCW 36.70B.200.
- b) "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.
- c) "Council" means the duly elected legislative body governing the City of Gig Harbor.
- d) "Development Agreement" means the Development Agreement between the parties dated July 10, 2006.
- e) "Director" means the City's Community Development Director or Director of Planning and Building.

f) "Effective Date" means the effective date of the Adopting Ordinance.

g) "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

h) "Landowner" or is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 6 of this Agreement.

i) "Plat" refers to the subdivision of the Project site approved by the City.

j) "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

**Section 5.** *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A -- legal description of the Subject Property.
- b) Exhibit B- map of subject property.
- c) Exhibit C - map depicting the traffic mitigation and the proportionate share of traffic mitigation for which the pro rata share will be paid by the Developer under the Development Agreement and the Supplemental Agreement.

**Section 6.** *Parties to Supplemental Development Agreement.* The parties to this Supplemental Development Agreement are:

- a) The "City" is the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.
- b) The "Developer" or Owner is a private enterprise which owns the Subject Property in fee, and whose mailing address is **PO BOX 64160, TACOMA, WA 98464.**
- c) The "Landowner." From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

**Section 7. Project is a Private Undertaking.** It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

**Section 8. Term of Agreement.** This Agreement shall commence upon the effective date of the Adopting Ordinance approving this Agreement, and shall continue in force for a period of three years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

**Section 9. Permitted Uses and Development Standards.** The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

**Section 10. Minor Modifications.** Minor modifications from the approved permits or the exhibits attached hereto may be approved in accordance with the provisions of the City's code, and shall not require an amendment to this Agreement.

**Section 11. Further Discretionary Actions.** Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

**Section 12. Developer's Obligation for Traffic Mitigation Improvements.**

A. As a condition of obtaining a residential building permit for a single-family home on each lot within the Plat, the Developer shall initially pay the sum of \$15,939.25 for the TRANSPORTATION MITIGATION IMPROVEMENTS described in the Development Agreement. If the payments for all 120 lots in the Plat have not been paid by a date two years from the date the first building permit for a home in the Plat is issued, the Developer shall upon request from the City, pay the amount due for each of the remaining lots for which payment has not previously been made. These funds paid by the Developer shall be retained by the City in a set aside account to be used for the design and construction of the Transportation Mitigation Improvements.

B. The per lot payment set forth above was calculated by taking the 18.57% share of the Traffic Mitigation Improvement cost assigned to Harbor Estates in the Development Agreement, multiplying by the current cost estimate by the City Engineer

for the Traffic Mitigation Improvements (\$10,300,000) and dividing by the 120 lots ( $18.57\% \times \$10,300,000 = \$1,912,710 / 120 = \$15,939.25$  per lot). As noted in Exhibit E to the Development Agreement, Developer currently holds reserve capacity for 48 Peak PM Trips (50 lots) and Developer is entitled to a credit for the capacity it holds, reducing its share of the Transportation Mitigation Improvement costs set forth above and also set forth in Exhibit E to the Development Agreement. To account for the possibility that the actual costs of design and construction of the Traffic Mitigation Improvements may exceed the estimate set forth above, the parties have provided in this Supplemental Development Agreement for payment of the entire estimated amount without considering Developer's credit. Upon completion of the Traffic Mitigation Improvements, and acceptance thereof by the City, the City shall prepare an accounting of the actual cost of design and construction. The accounting shall also take into account any funds received by the City for the Traffic Mitigation Improvements from the CERB Grant (as discussed in the Development Agreement) and/or from other sources. If Developer's share of the actual costs, taking into account the credit and these other adjustments is less than what Developer has paid, Developer shall be entitled to reimbursement of the difference from the City within 30 days following completion of the accounting. If Developer's share is more than the amount it has paid, it shall remit the balance owing within 30 days after invoice from the City.

**Section 13. Existing Land Use Fees and Impact Fees.**

A. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in chapter 19.12 of the Gig Harbor Municipal Code.

**Section 14. Phasing of Development.** The parties acknowledge that the most efficient and economic development of the Subject Property depends upon numerous factors, such as market orientation and demand, interest rates, competition and similar factors, and that generally it will be most economically beneficial to the ultimate purchasers of the Subject Property to have the rate of development determined by the Developer. However, the parties also acknowledge that because the Development will be phased, certain amenities associated with the Project must be available to all phases of the Project, in order to address health, safety and welfare of the residents. Therefore, the parties agree that the improvements associated with the Project shall be constructed according to the following schedule:

A. Street Improvements.

**NO PHASING IS PROPOSED**

B. Potable Water and Fire Flow Facilities.

**NO PHASING IS PROPOSED**

C. Sewer Facilities.  
NO PHASING IS PROPOSED

D. Utilities.  
NO PHASING IS PROPOSED

E. Parks and Open Space.  
NO PHASING IS PROPOSED

**Section 15. Dedication of Public Lands.** Except as otherwise provided herein, the Developer shall dedicate all public lands required in the permits/approvals within ninety (90) days of the Effective Date of this Agreement. Dedication shall be considered by the City in the following schedule:

A. Parks. With regard to parks within the Subject Property, **NO PUBLIC PARKS WILL BE PROPOSED.**

B. Rights-Of-Way. Within fifteen (15) days of submission of an application for final plat to the City for any phase of the development, the Developer agrees to dedicate any or all road rights-of-way without expense to the City.

**Section 16. Default.**

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Supplemental Development Agreement and the Code.

**Section 17. Annual Review.** The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

**Section 18. Termination.** This Agreement shall expire and/or terminate as provided below:

A. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

B. This Agreement shall terminate upon the expiration of the term identified in Section 8 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

**Section 19. Effect upon Termination on Developer Obligations.** Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

**Section 20. Effects upon Termination on City.** Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

**Section 21. Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

**Section 22. Covenants Running with the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the



Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

**Section 23. Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Supplemental Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

**Section 24. Releases.** Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

**Section 25. Notices.** Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 6. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**Section 26. Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This Supplemental Development Agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the PLAT project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

**Section 27. Applicable Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

**Section 28. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.


**Section 29. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Supplemental Development Agreement by any party in default hereof.

**Section 30. Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Supplemental Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Development Agreement to be executed as of the dates set forth below:

**OWNER/DEVELOPER:  
HARBOR ESTATES, LLC**

**CITY OF GIG HARBOR**

By   
Its Mayor

By See next page  
Its Mayor

Print Name: Donald G. Huber  
Developer

Address: P.O. Box 64160 Tacoma Wa. 98469  
Phone: 253-564-6069

ATTEST:

By Molly M. Dowdle  
City Clerk

APPROVED AS TO FORM:

By [Signature]  
City Attorney

**CITY OF GIG HARBOR**

By Paul I. Austin  
Its Mayor

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that Donald G Huber 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

Manager of Harbor Estates, LLC Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-10-2007

Patricia M. McCallie

Patricia M. McCallie

(print or type name)

NOTARY PUBLIC in and for the  
State of Washington, residing at:

Kitsap County

My Commission expires: 1-22-2009



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Charles L. Hunter 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 Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5-15-07

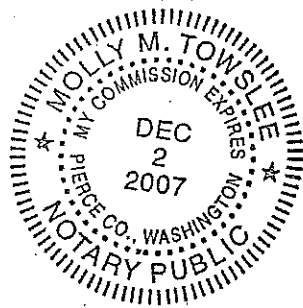
Molly M. Towse

Molly M. Towse

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at:

Gig Harbor  
My Commission expires: 12/2/07



**EXHIBIT "A"**

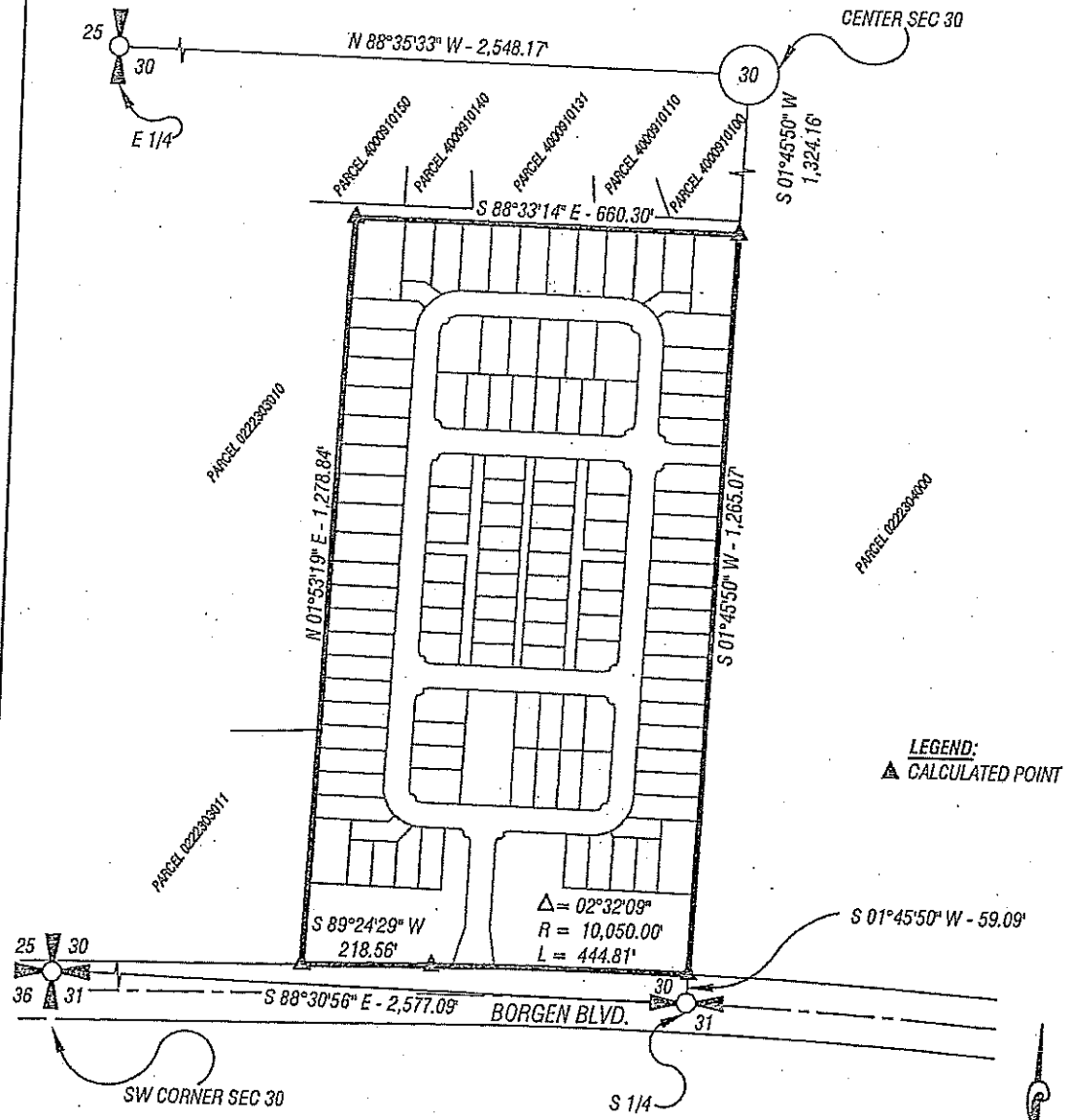
**Legal Description**

**Tax Parcel #02-22-30-3-002**

The East half of the Southeast Quarter of the Southwest Quarter of Section 30,  
Township 22 North, Range 2 East of the Willamette Meridian; except Borgen  
Boulevard deeded to the City of Gig Harbor through AFN 2000-07-13-0671.

EXHIBIT "B"

A PORTION OF THE SOUTHEAST 1/4 OF THE SW 1/4 OF SECTION 30, TOWNSHIP 22 NORTH,  
RANGE 2 EAST OF THE WILLAMETTE MERIDIAN,  
PIERCE COUNTY, WASHINGTON



LEGEND:  
▲ CALCULATED POINT

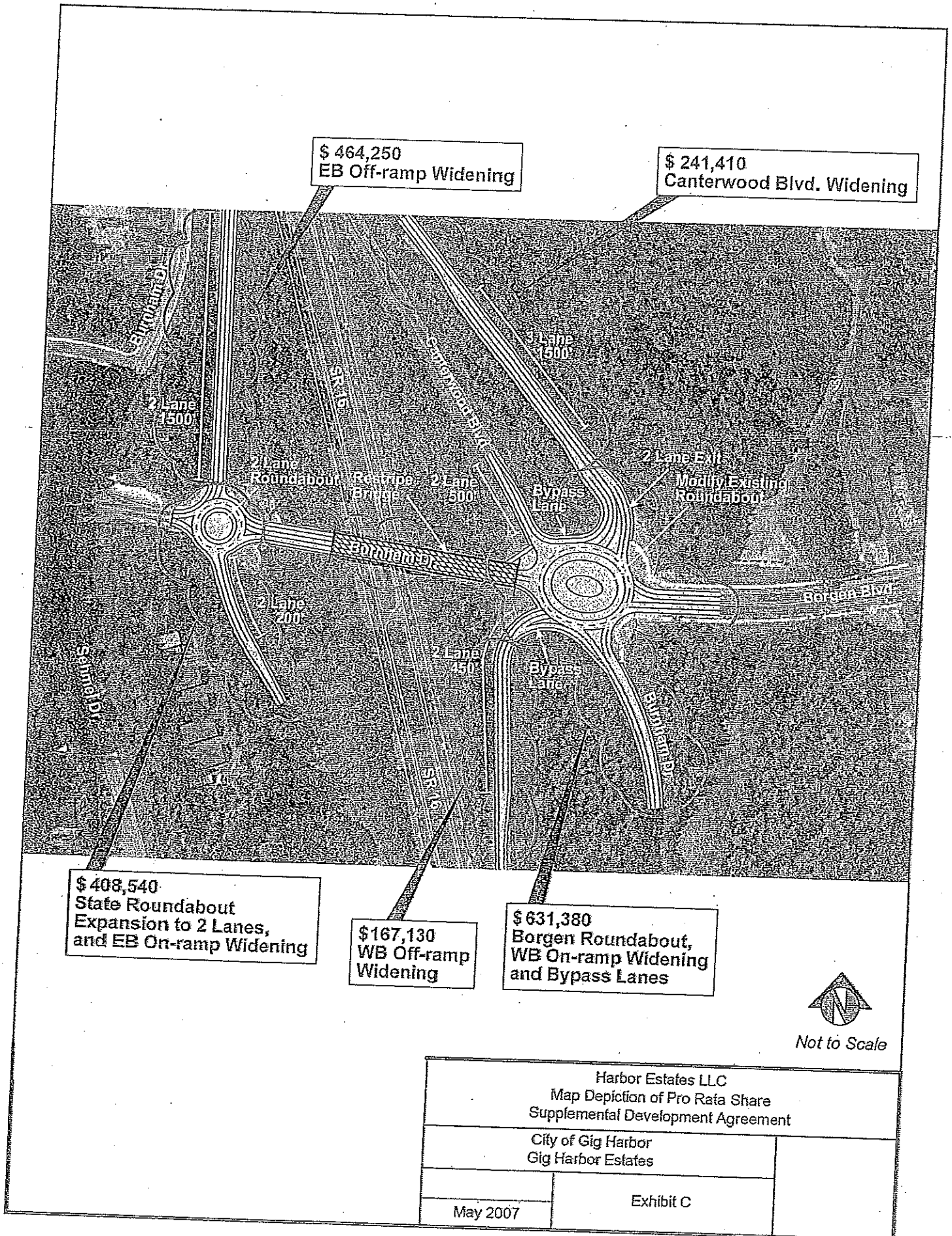
PARCEL # 0222303002  
AREA = 19.28 ACRES



**PacWest Engineering, LLC**  
5009 PACIFIC HIGHWAY EAST, UNIT 9-0  
FIFE, WA 98424  
Phone (253) 926-3400  
Fax (253) 926-3402

|          |             |
|----------|-------------|
| DWG:     | EXHIBIT.DWG |
| DATE:    | APRIL 2007  |
| PROJECT: | 05-629      |

NOT TO SCALE



Not to Scale

|                                                                                             |           |
|---------------------------------------------------------------------------------------------|-----------|
| Harbor Estates LLC<br>Map Depiction of Pro Rata Share<br>Supplemental Development Agreement |           |
| City of Gig Harbor<br>Gig Harbor Estates                                                    |           |
| May 2007                                                                                    | Exhibit C |



CITY OF GIG HARBOR  
RESOLUTION NO. 710

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT BETWEEN HARBOR ESTATES LLC AND THE CITY OF GIG HARBOR FOR THE PAYMENT OF THE DEVELOPER'S PRO RATA SHARE CONTRIBUTION TOWARDS THE GIG HARBOR NORTH INTERCHANGE IMPROVEMENTS.

---

WHEREAS, the City and the Developer Harbor Estates LLC entered into a Development Agreement as part of a comprehensive plan amendment on July 10, 2006; and

WHEREAS, the Development Agreement required that Harbor Estates LLC pay its pro rata share of certain Transportation Mitigation Improvements for the Gig Harbor North Interchange; and

WHEREAS, the attached Supplemental Development Agreement identifies the pro rata share payment to be made by Harbor Estates LLC; and


WHEREAS, on May 14, 2007, the Gig Harbor City Council held a public hearing on this Supplemental Development Agreement during its regular city council meeting; Now, Therefore,

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

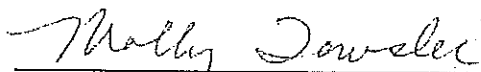
Section 1. The Gig Harbor City Council hereby authorizes the Mayor to execute the Supplemental Development Agreement attached to this Resolution.

RESOLVED by the City Council this 14<sup>th</sup> day of May, 2007.

APPROVED:

  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
Carol A. Morris

Filed with the City Clerk: 5/11/07  
Passed by the City Council: 5/14/07  
Resolution No. 710



Business of the City Council
City of Gig Harbor, WA

New Business - 4

Subject: APPOINTMENT TO PARKS COMMISSION

Proposed Council Action:

A motion for the appointment of Robyn Dupuis to serve the remainder of the vacant term on the Parks Commission that expires March 31, 2010.

Dept. Origin: Administration

Prepared by: Boards/Commission Review Committee

For Agenda of: Feb. 25, 2008

Exhibits: Application Package

Initial & Date

Concurred by Mayor:

CHH 2/19/08

Approved by City Administrator:

RDK 2/14/08

Approved as to form by City Atty:

CAM 2/19/08

Approved by Finance Director:

DR 2/19/08

Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (\$0, \$0, \$0).

INFORMATION / BACKGROUND

The election of Ken Malich to City Council left a vacancy on the Parks Commission. Councilmembers Kadzik, Payne, and Ekberg reviewed the letters of interest and applications of two candidates; Robyn Dupuis and James McDonald.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

The following recommendation came from the review process.

RECOMMENDATION / MOTION

Move to: A motion for the appointment of Robyn Dupuis to serve the remainder of the vacant term on the Parks Commission that expires on March 31, 2010.

January 28, 2008

To: Boards/Commissions Candidate Review

From: Chuck Hunter, Mayor

RE: Parks Commission Applicants Recommendation

I believe that either candidate could bring value to the Parks Commission. Mr. O'Donnell brings the expertise of his education and profession. Robyn Dupuis brings an interest from the viewpoint of a parent and interested citizen.

I think either person would be good members of the Parks Commission as neither candidate has lived in Gig Harbor for any great length of time. I would hope that you would determine from the face to face interview how each person would contribute to a well balanced commission.

Chuck



November 27, 2007

Terri Reed  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

It's hard to believe that when I first applied for a position on the Parks Commission in the fall of 2005 my daughter was only 3 ½ months old! She is now 2 ½ and I also have a 6 month old son – time really flies! The Gig Harbor Parks Commission has grown and accomplished a great deal in the last two years as well and I feel more strongly than ever that I would be able to contribute to great things to the Commission.

I am an avid outdoors woman and take great pleasure in running, hiking, biking, kayaking and even occasionally horseback riding – all activities easily accessible in Gig Harbor thanks to the City and Commission's planning efforts. My husband and I have worked hard to instill in our children a love of the outdoors and subsequently have explored many of the City's outdoor spaces. Of course with the way our community is growing and changing there is much more to do in order to retain the scenic beauty of our area and the opportunities for outdoor recreation.

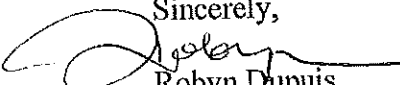
I look forward to working with the Commission on all identified projects, however, as I thought about my response to the Gateway advertisement, a few thoughts popped into my head...

1) As we live downtown, I look forward in particular to working on downtown park development and maintenance projects such as the Eddon Boat Park and efforts surrounding Skansie Park, Donkey Creek (with the exciting new daylighted creek component) and the Old Ferry Landing. I would love to work with the new Downtown Main Street group on collaborative efforts to promote the growth of our downtown retail sector which would certainly be strengthened by opportunities for people to experience the natural beauty of the harbor while they shop, walk, run or meet friends for a coffee.

2) I've also heard interest from other Gig Harbor residents in having a space for community gardens – perhaps at the Homestead Park where there are already some agricultural activities and a definite tie-in to Gig Harbor's agricultural past. This would be a wonderful opportunity for residents to gather and would be a natural tie-in to the City's Healthy Harbor program.

3) I'm a supporter of recreational fields of course as my children will be involved in sports soon enough. Encouraging our children (and ourselves of course) to get outside away from the television and computer games is a sure way to help develop a healthy new generation. Again, a bountiful supply of outdoor recreation venues is natural tie-in with the City's Healthy Harbor initiative.

Please feel free to contact me for additional information at: Robyn Dupuis, 9520 Randall Drive NW, Gig Harbor, WA 98335, email [robynndupuis@hotmail.com](mailto:robynndupuis@hotmail.com), or please feel free to call me at 360-609-6765.

Sincerely,  
  
Robyn Dupuis



# Application for City of Gig Harbor Commissions, Boards or Committees

(Additional information and/or a resume may be submitted with this application)

Name Robyn Dupuis  
Physical Address 9520 Randall Dr NW Phone 360-609-6765 (cell)  
Mailing Address same  
City Gig Harbor State WA Zip Code 98332

How long have you resided in Gig Harbor? 3 yrs.  
Are you a resident of the City Limits? Yes  No  How long? 3 years

What is your interest/objective in serving on this Board or Commission? Please see attached letter of interest. Thank you!

What is your educational background? B.A. from University of Michigan - Latin American & Caribbean Studies

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties, and term of office)?  
Harbor Wild Watch - Board of Directors (2006-2007 secretary)

What previous experience do you have serving on a board, committee or commission?

Where are you currently employed (job title, employer, dates, supervisor, phone)?  
Housing Policy Analyst - WA State House of Representatives, 2005-present, Ken Conte, 360-736-7101

| Boards, Committees and Commissions Interest                                                    |                              |
|------------------------------------------------------------------------------------------------|------------------------------|
| Please indicate which Boards, Committees or Commissions you would be interested in serving on. |                              |
| <input type="checkbox"/>                                                                       | Arts Commission              |
| <input type="checkbox"/>                                                                       | Building Code Advisory Board |
| <input type="checkbox"/>                                                                       | Design Review Board          |
| <input type="checkbox"/>                                                                       | Lodging Tax Advisory Board   |
| <input checked="" type="checkbox"/>                                                            | Parks Commission             |
| <input type="checkbox"/>                                                                       | Planning Commission          |
| <input type="checkbox"/>                                                                       | Volunteer _____              |

Please return completed application to:

City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

**RECEIVED**  
NOV 30 2007  
CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

Applicant Signature Robyn Dupuis Date 11/27/07

(Over)

REFERENCES (Please list a minimum of three (3) references).

| Name                     | Address                                     | Business                                                                      | Phone Number |
|--------------------------|---------------------------------------------|-------------------------------------------------------------------------------|--------------|
| DeeDee & Bruce<br>Holser | 9315 N Harborview<br>GH WA 98335            | Harbor<br>WildWatch 301                                                       | 858-6359     |
| Erin Ewald               | 8808 66 <sup>th</sup> Ave NW<br>GH WA 98333 | Kel Watershed Council<br>Chair & Pierce Conservation<br>District Farm Planner | 606-2585     |
| Laureen Lund             | City of GH                                  | City Marketing<br>Director                                                    | 853-3554     |
|                          |                                             |                                                                               |              |

In the additional space provided below, please restate the question from the reverse side and state your response.

Please see attached letter of interest. Thank you!

RECEIVED

JAN - 9 2008

CITY OF GIG HARBOR

Jim O'Donnell  
4220 - 35<sup>th</sup> Ave NW  
Gig Harbor, WA 98335  
(253) 857-9230

January 5, 2008

COPY

Mayor Chuck Hunter  
Gig Harbor City Hall  
Gig Harbor, WA 98335

Dear Chuck,

Please consider this letter my request to be nominated as a member of the Gig Harbor Parks Commission.

As you know, I am a certified forester and wildlife biologist, and, with my wife, own Forest and Wildlife Management, a consulting business. I am a Fellow of the Society of American Foresters; a member of The Wildlife Society; a founding officer of the Tahoma Audubon Society; member of the Great Peninsula Conservancy; a volunteer with Friends of Eddon Boatyard; and a resident of Gig Harbor. In addition, I belong to many outdoor clubs and was "Santa at the Harbor" for the 5th year last December.

Chuck, my interest in the future of Gig Harbor as a great city to live and work in is heightened by the fact that three of our daughters and nine grandchildren live here. I feel strongly that this can be accomplished through the careful consideration of its officials to preserve the town's history while planning for its rapid and unavoidable growth, and giving its residents spaces to enjoy the outdoors and find a great way to renew their energy.

Sincerely,

  
Jim O'Donnell





# Application for City of Gig Harbor Commissions, Boards or Committees

RECEIVED  
JAN 16 2008  
BY: \_\_\_\_\_

(Additional information and/or a resume may be submitted with this application)

Name James F O'Donnell  
Physical Address 4220 35<sup>th</sup> Ave NW Phone (253) 857 9230  
Mailing Address 4220 35<sup>th</sup> Ave NW  
City Gig Harbor State Wa Zip Code 98335

How long have you resided in Gig Harbor? 18 Mo  
Are you a resident of the City Limits? Yes  No  How long? 18 mo

What is your interest/objective in serving on this Board or Commission? To use my life time of experience in using, developing and promoting parks and recreation areas to benefit Gig Harbor so that my

What is your educational background? grandchildren (1) grandchildren will have a pleasant place to grow up in. Education AAS Paul Smiths College (Forestry) BS Forest & Wildlife Univ. of Idaho

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties, and term of office)? Society of American Foresters - Fellow National Council 1981-83 Wildlife Society - Biological Diversity Working group Participant Cornell Lab of Ornithology Project Feeder Watch and Nest Watch member Greater Peninsula Conservancy - Northwest Trek, Zoo Society

What previous experience do you have serving on a board, committee or commission? Newman Lake Flood Control Board, Vice President in Board of Tahoma Audubon Society (1<sup>st</sup> chr. of Christmas bird count)

Where are you currently employed (job title, employer, dates, supervisor, phone)?  
owner; Forest and Wildlife Management 1988 - present  
(253) 857 9230

- Boards, Committees and Commissions Interest**
- Please indicate which Boards, Committees or Commissions you would be interested in serving on.
- Arts Commission
  - Building Code Advisory Board
  - Design Review Board
  - Lodging Tax Advisory Board
  - Parks Commission
  - Planning Commission
  - Volunteer \_\_\_\_\_

Please return completed application to:

City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Applicant Signature James F O'Donnell Date 1/14/08  
(Over)

REFERENCES (Please list a minimum of three (3) references).

| Name           | Address                                          | Business                     | Phone Number |
|----------------|--------------------------------------------------|------------------------------|--------------|
| P. J. Joyce    | NW<br>4504 34 <sup>th</sup> AVE CT               | RETIRED - HMAE               | 253-857-8257 |
| Jim Andersen   | P.O. Box 434<br>Bainbridge, Wa<br>Gig Harbor or. | Retired - Contractor<br>USAF | 253-851-9849 |
| J. Schen.      | 5415-100 <sup>th</sup> Ave NW                    | Retired                      | 253-2650890  |
| CURTIS MORFORD | 4914 Pt. FOSDICK DR.<br>GIG HARBOR               | MORFORD'S<br>HALLMARK        | 253-851-8369 |

In the additional space provided below, please restate the question from the reverse side and state your response.

Education? State of Wa "Approved Real Estate Education"  
 Technical Writing & Communication - Portland State Univ.  
 Numerous Workshops & short courses on Parks, Recreation etc.

Commissions? International Caribow Study Committee  
 Trustee Keep Washington Green, Washington Forestry  
 Conference, Western Forestry & Conservation Assoc.  
 Founder and board member Ruffed Grouse Society - Seattle  
 Led a People-to-People Forestry/Wildlife Delegation  
 on a professional exchange to The People's Republic  
 of China.

Delegate, United Nations World Consultation  
 on Forestry, Education, and Training, Stockholm Sweden "71"

Board member: Guidance Council, College of  
 Forestry Wildlife and Range University of Idaho

Member of Growth Policy Conference of Pierce Co.  
 Conservation Good turn Chairing for The Mt

Rainier Council Boy Scouts of America

Instigator and principal manager of successful  
 effort to establish a 421 acre with 3000' of shore line  
 The Alford McKenzie Conservation Area at Newnan Lake  
 Wa, using conservation Futures funding 2002-2004  
 Military US Army Forestry Engineer 1952-1956 Honorable  
 Discharge 1962



## **Gig Harbor Parks Commission Position**

The City of Gig Harbor is looking for a member to fill one open position on the Gig Harbor Parks Commission. Persons interested in serving for a three-year term should submit a letter of interest and application form (attached) to the Mayor, Attn: Terri Reed, City of Gig Harbor, 3510 Grandview Street, Gig Harbor 98335, no later than 4:30 p.m. on Wednesday, January 16, 2008.

Parks Commission members shall be appointed upon the basis of demonstrated interest, knowledge and support of parks. The position is strictly voluntary. Members selected shall serve a three-year term without salary or other compensation. Commissioners will be selected from the Gig Harbor community at large. Commission members shall be a resident of the city of Gig Harbor at the time of appointment and throughout his/her time in office.

The mission of the Gig Harbor Parks Commission is to preserve, protect and improve our parks and to foster appreciation for the parks' many contributions to the quality of urban life and to promote increased public/private commitment to our historic system of parks and open spaces.

The purpose of the Parks Commission is to advise the Mayor and City Council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operation of parks and recreation programs, and other matters as directed by the City Council. The Commission meets regularly on the first Monday of the month at 5:30 p.m. at the Civic Center.

For more information please contact Terri Reed at (253) 853-7640.



**Subject: Gig Harbor Police January 2008  
Council Report**

**Proposed Council Action: Review**

**Dept. Origin: Police Department**

**Prepared by: Chief Mike Davis** *(Signature)*

**For Agenda of: February 25, 2008**

**Exhibits: Report attached**

Initial & Date

**Concurred by Mayor:**

*CLH 2/20/08*

**Approved by City Administrator:**

\_\_\_\_\_

**Approved as to form by City Atty:**

\_\_\_\_\_

**Approved by Finance Director:**

\_\_\_\_\_

**Approved by Department Head:**

*(Signature) #1 2/20/08*

|                         |   |                    |   |                           |   |
|-------------------------|---|--------------------|---|---------------------------|---|
| Expenditure<br>Required | 0 | Amount<br>Budgeted | 0 | Appropriation<br>Required | 0 |
|-------------------------|---|--------------------|---|---------------------------|---|



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL  
FROM: CHIEF OF POLICE MIKE DAVIS  
SUBJECT: GHPD MONTHLY REPORT FOR JANUARY 2008  
DATE: FEBRUARY 25, 2008

DEPARTMENTAL ACTIVITIES

- 2008 YTD **calls for service** when compared to 2007 YTD **calls for service** show an increase of 70 dispatched calls.
- In 2008 so far, we have seen seven fewer **reports written** by our officers than in 2007 YTD.
- **DUI arrests** for 2008 YTD are up by 8 compared to 2007 YTD! Our nightshift is continuing to do a very great job focusing on impaired driving enforcement. I am very pleased with this increased focus on impaired driving and we will continue our efforts to take impaired drivers off our city roadways in 2008.
- Our **traffic infractions** are up 51 so far this year; and our criminal traffic citations are up by 24. Statistics show our 2008 YTD **traffic accidents** have decreased by five accidents when compared to 2007 YTD... this is good news and an indication our goals and objectives dealing with traffic safety are continuing to provide positive results in decreased accidents.
- 2008 YTD statistics show our **misdemeanor** arrests are up by 33 and our **felony arrests** are down by three when compared to 2007.

The Reserve Unit provided a total of 101 hours of support to our regular officers in January. Our newest reserve, Grant Boere is currently enrolled in the Reserve Academy being held at Fife. He is doing very well. Grant's graduation is set for May.

Cops program volunteer Ken McCray worked 5.5 hours in January. Ken lost his father recently and has been helping his mother get adjusted.

During the month of January the Marine Services Unit (MSU) was inactive. We completed the resolution for sole source on our new marine patrol vessel and are now working on finalizing the contract with Safeboats Inc. We should have the proposed contract completed within the next week and we anticipate it being submitted for council approval on March 10<sup>th</sup>.

In January we had 12 false alarms which is a very low number. CSO Lynn has been very busy with presentations to our local schools on drugs and internet safety.

| Category            | January 2008 |              |        |          |          |        |
|---------------------|--------------|--------------|--------|----------|----------|--------|
|                     | January 2007 | January 2008 | Change | YTD 2007 | YTD 2008 | Change |
| Calls for Service   | 434          | 504          | 70     | 434      | 504      | 70     |
| General Reports     | 154          | 147          | -7     | 154      | 147      | -7     |
| Criminal Traffic    | 10           | 34           | 24     | 10       | 34       | 24     |
| Infractions         | 48           | 99           | 51     | 48       | 99       | 51     |
| Criminal Citations  | 14           | 31           | 17     | 14       | 31       | 17     |
| Warrant Arrests     | 5            | 13           | 8      | 5        | 13       | 8      |
| Traffic Reports     | 20           | 15           | -5     | 20       | 15       | -5     |
| DUI Arrests         | 3            | 11           | 8      | 3        | 11       | 8      |
| Misdemeanor Arrests | 22           | 55           | 33     | 22       | 55       | 33     |
| Felony Arrests      | 10           | 7            | -3     | 10       | 7        | -3     |
| FIR's               | 0            | 1            | 1      | 0        | 1        | 1      |

During the 2008 Budget process we identified our average response time in minutes to all calls for service as a performance measure. We will be tracking our response times throughout the year. In January our average response time was 7.40 minutes. Our goal for the year is 6.00 minutes.

| TRAFFIC ACCIDENTS FOR JANUARY 2008 |       |                                  |           |          |     |
|------------------------------------|-------|----------------------------------|-----------|----------|-----|
| DATE                               | TIME  | LOCATION                         | TYPE      | CASE#    | AGE |
| 1/2/2008                           | 12:29 | 3803 Foster St.                  | H&R       | GH080009 | N/A |
| 1/3/2008                           | 14:14 | Vernhardson & 31th Ave. Ct.      | Non       | GH080012 | 91  |
| 1/3/2008                           | 14:20 | Rosedale St. & Skansie Ave.      | Non       | GH080013 | 17  |
| 1/3/2008                           | 13:00 | 10550 Harbor Hill Dr.            | P-Lot     | GH080014 | 53  |
| 1/3/2008                           | 16:20 | E/B SR 16 Off Ramp @ Olympic Dr. | Non       | GH080016 | 46  |
| 1/9/2008                           | 21:30 | Wagner Way & Wollochet Dr.       | Non       | GH080039 | 55  |
| 1/16/2008                          | 16:20 | Olympic Dr. @ SR 16              | Non       | GH080069 | 57  |
| 1/16/2008                          | 12:00 | Olympic Dr. @ SR16               | H&R       | GH080068 | N/A |
| 1/18/2008                          | 17:16 | Stinson Ave. & Wollochet         | Non       | GH080081 | 17  |
| 1/19/2008                          | 15:14 | 9400 Blk Burnham Dr.             | Non       | GH080085 | 17  |
| 1/22/2008                          | 15:40 | Olympic Dr. & SR16               | H&R - Inj | GH080098 | N/A |
| 1/23/2008                          | 16:00 | Wollochet & Pioneer Way          | Non       | GH080100 | 18  |
| 1/23/2008                          | 16:45 | Harborview Dr. & Dorotich St.    | Non       | GH080101 | 22  |
| 1/23/2008                          | 15:40 | Stinson Ave. & Foster            | Non       | GH080102 | 39  |
| 1/24/2008                          | 21:30 | 4309 Burnham Dr.                 | H&R       | GH080108 | N/A |
| 1/24/2008                          | 13:40 | 4300 Blk Hunt St.                | Non       | GH080105 | 64  |
| 1/24/2008                          | 9:15  | 4800 Blk Pt. Fosdick             | H&R       | GH080110 | N/A |
| 1/25/2008                          | 15:28 | Pioneer Way & Uddenberg Ln       | Non       | GH080111 | 53  |
| 1/26/2008                          | 10:57 | Borgen Blvd. & 51st Ave.         | Non       | GH080115 | 52  |
| 1/29/2008                          | 21:05 | Olympic Dr. @ SR 16 Ramp         | Non       | GH080126 | 74  |
| 1/29/2008                          | 8:00  | Wollochet & Pioneer Way          | Non       | GH080124 | 29  |
| 1/30/2008                          | 18:20 | Olympic Dr. @ SR16               | H&R       | GH080130 | N/A |
| 1/31/2008                          | 6:59  | 5000 Olympic Dr.                 | H&R - Inj | GH080131 | 17  |

2008 Response Times

|                | P1          | P2          | P3           |
|----------------|-------------|-------------|--------------|
| January        | 4.5         | 7.5         | 10.2         |
| February       | 0           | 0           | 0            |
| March          | 0           | 0           | 0            |
| April          | 0           | 0           | 0            |
| May            | 0           | 0           | 0            |
| June           | 0           | 0           | 0            |
| July           | 0           | 0           | 0            |
| August         | 0           | 0           | 0            |
| September      | 0           | 0           | 0            |
| October        | 0           | 0           | 0            |
| November       | 0           | 0           | 0            |
| December       | 0           | 0           | 0            |
| Totals         | 4.5         | 7.5         | 10.2         |
| <b>Minutes</b> | <b>4.50</b> | <b>7.50</b> | <b>10.20</b> |

YTD

Attached you will find several graphs that track 2008 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2008 (remember some of the graphs contain cumulative numbers).

**Great News!** The Washington Traffic Safety Commission (WTSC) announced our department was selected by a multi-disciplinary team of judges to receive a Target Zero Award: Achievements in Traffic Safety. This award is for outstanding work in the category of Impaired Driving.

We are invited to a luncheon awards ceremony in our honor on Wednesday, April 16, 2008 at Worthington Center, St. Martin's University, Lacey, Washington, from 11:00 a.m. to 2:00 p.m.

The WTSC conducts this bi-annual statewide awards program to honor the achievements of people working to make our state's roadways safer.

At this formal ceremony we will receive an award as a token of our work in traffic safety. Our achievements will be showcased in a highlights video shown during the ceremony. Great job by our staff! We couldn't have achieved this honor without the support of our city council with the many traffic safety initiatives we have implemented the last three years.









