

Gig Harbor City Council Meeting

**February 26, 2007
6:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 26, 2007 - 6:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of February 12, 2007.
2. Annual Emergency Management Contract.
3. Resolution No. 701 – Surplus Property.
4. Liquor License Renewals: Water to Wine; Eagles; Tokyo Teriyaki; Judson Street Café; Hot Iron Grill; and Gourmet Essentials.
5. Approval of Payment of Bills for February 26, 2007:
Checks #52869 through #52998 in the amount of \$364,850.76.

OLD BUSINESS:

4. ~~Second Reading of Ordinance – Relating to Annexation and Zoning – Hansen (ANX-1313).~~
(Item taken off at the request of the applicant).
1. Second Reading of Ordinance – Reauthorizing Speed Limit on Portions of Certain City Streets.
2. Second Reading of Ordinance – St. Anthony Zoning Map Amendment.
3. Second Reading of Ordinance – Reconsideration of Hearing Examiner's Decisions.

NEW BUSINESS:

1. Neighborhood Crime Mapping Web Service.
2. Gig Harbor Arts Commission Project Support Program – Mini-grant(s) Authorization.

STAFF REPORT:

1. Steve Misiurak, City Engineer – WWTP Update.
2. Steve Misiurak, City Engineer – Gig Harbor North Traffic Charette Update & Next Steps.
3. Jennifer Kester, Senior Planner – Planning Commission Work Program.
4. Gig Harbor Police Department - January Stats.

SPECIAL PRESENTATION: Narrows Bridge Lights

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMITTEE REPORTS / COUNCIL COMMENTS:

Mayor's Report:

- Pierce Transit – Request for Nominations.
- 2007 AWC Nominating Committee.
- Business Plan for Gig Harbor Boat Shop – Guy Hoppen.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations and Public Projects Committee – Thursday, March 15, 2007 at 3:00 p.m. in the Engineering/Operations Conference Room.
2. GH North Traffic Options Committee – Wednesday, March 21, 2007, at 9:00 a.m. in Community Rooms A & B.
3. Council Retreat – Wednesday, February 28, at 8:00 a.m. in the Community Rms A & B.
4. Gig Harbor North Visioning, March 14, 6 p.m., Community Rooms A & B.

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 12, 2007

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Dick, Payne, Kadzik and Mayor Hunter.

CALL TO ORDER: 6:03 p.m.

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of January 22, and Special City Council Meeting of January 29, 2007.
2. Correspondence / Proclamations: Volunteer Appreciation Week.
3. Resolution 700 – Designation of the Official Newspaper.
4. Appointments to Lodging Tax Advisory Committee.
5. Hotel / Motel Contracts: Tacoma Regional convention & Visitors Bureau; Kitsap Convention & Visitors Bureau; and Zahorsky & Associates Public Relations.
6. Appointments to Council Committees.
7. Purchase Authorization – Electric Variable Frequency Motor.
8. Temporary Construction Inspection Services.
9. Eddon Boat Remediation Clean-up Action Plan – Contract Amendment.
10. Police Guild Contract for 2007-09.
11. 56th Street/Olympic Drive Improvement Project Plans, Specifications and Estimate – Contract Authorization.
12. Rules of Professional Conduct – Conflict of Interest Letter.
13. Amendment to Job Description – Engineering Tech.
14. Approval of Payment of Bills for February 12, 2007:
Checks #52658 through #52868 in the amount of \$707,548.57.
15. Approval of Payment of Payroll for January:
Checks #4548 through #4576 and direct deposit entries in the amount of \$281,140.99.

MOTION: Move to approve the Consent Agenda as presented.
Franich / Young - unanimously approved.

Councilmember Ekberg said that he wanted to amend the agenda.

MOTION: Move to amend the agenda to move Item Number 1 under New Business to be presented next, and then to move the Executive Session to follow the presentation by Kurt Latimore.
Ekberg / Young - unanimously approved.

Design Review Process Improvement Presentation – Kurt Latimore. John Vodopich, Community Development Director, explained that the 2007 Budget allocated funds for Mr. Latimore to do a review of the design review process. He introduced Mr. Latimore.

Kurt Latimore gave an overview of the process for the Design Review Manual Process Improvement Initiative.

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

MOTION: Move to adjourn to Executive Session at 6:08 p.m. to discuss potential litigation for approximately 45 minutes with the understanding that if it doesn't take the full time Council will reconvene to regular session earlier.
Franich / Ekberg - unanimously approved.

Mayor Hunter, Councilmembers Young, Conan, Dick and Payne returned to the Council Chambers.

MOTION: Move to return to regular session at 6:53 p.m.
Young / Conan - unanimously approved.

MOTION: Move to adjourn back to Executive Session at 6:53 p.m. for the purpose of discussing pending litigation for approximately another 30 minutes.
Young / Conan – unanimously approved.

MOTION: Move to return to regular session at 7:20 p.m.
Franich / Conan – unanimously approved.

MOTION: Move to appeal the Hearing Examiners Decision on The Courtyards at Skansie.
Young / Dick –

Roll call vote: Ekberg – aye; Young – aye; Franich – aye; Conan – no; Dick – aye; Payne – no; and Kadzik – aye. Motion carries five to two.

OLD BUSINESS:

1. Second Reading of Ordinance – Relating to Annexation and Zoning - Shafer (ANX 06-1302). John Vodopich presented this ordinance to annex approximately .31 acres of property located on Soundview Drive.

Councilmember Kadzik praised the new Council Agenda Bill format.

MOTION: Move to approve Ordinance No. 1068 as presented.
Franich / Payne - unanimously approved.

2. Second Reading of Ordinance – Dahl Rezone (REZ 06-1326). John Vodopich presented this ordinance that changes the city’s zoning map to reflect the Hearing Examiner’s final decision to rezone this property.

MOTION: Move to approve Ordinance No. 1069 as presented.
Young / Ekberg - unanimously approved.

3. Second Reading of Ordinance – To Exempt Net Shed from the Maximum Gross Floor Area Requirements in the Waterfront Residential, Waterfront Millville and Waterfront Commercial Districts. A New Definition for “Historic Net Sheds” is also Proposed. Tom Dolan, Planning Director, presented this ordinance that would exempt historic netsheds from the maximum gross floor area requirements in certain waterfront districts. He explained that Council asked the Planning Commission to research this issue due to a concern that existing inclusion of netsheds would be a disincentive to property owners to retain the netsheds. Mr. Dolan said that the city attorney has advised him that the inventory could be included as an exhibit to the ordinance, but will not be codified.

Ms. Morris clarified that this means that the public can obtain a copy of the inventory, but the inventory will not be included in the Municipal Code.

Councilmember Franich voiced concern that there are no clear definitions of a historic netshed and a converted property such as Isamira Restaurant would be included in an ordinance that protects the heritage of netsheds. Mr. Dolan clarified that the listing only allows the property owner to come before the Design Review Board and seek designation as an historic netshed. It doesn’t automatically grant the privilege, and in the case of Isamira, the netshed would have to be reconverted back to meet the requirements of an historic netshed.

Councilmembers and staff discussed ways to further clarify the intent of the ordinance.

MOTION: Move to strike the sixth “Whereas” in the ordinance which removes the exhibit A.
Franich / - motion failed for lack of a second.

Councilmember Payne explained that without a descriptive definition, the exhibit would act as an example.

MOTION: Move to approve Ordinance No. 1070 with the following revision that in the second full sentence on page 3, “In order to qualify for any exemption from gross floor area in Title 17, a Historic Net Shed, as referenced in Exhibit ‘A’, but not limited to Exhibit ‘A’, must be included and maintained on the City’s Register of Historical Properties, pursuant to ...
Payne / Conan –

Councilmember Young said that he sees no advantage to including the list as it implies that every one on the list is included in the exemption. He voiced concern that in the future, no one will remember why this was done.

Mayor Hunter recommended that the sixth “Whereas” be incorporated into the fifth to indicate that 17 netsheds are still in existence and adding the exhibit as an example. Councilmember Ekberg agreed, adding that others can be added later. This shows research has been done and referencing it.

Councilmember Payne pointed out that the CLG criteria for historic structures are so specific that there shouldn't be any concern.

AMENDED MOTION: Move to amend the motion to strike the sixth Whereas and add a reference to Exhibit ‘A’ in the fifth Whereas.
Kadzik / Young - unanimously approved.

MAIN MOTION: Move to approve Ordinance No. 1070 with the following revision that in the second full sentence on page 3, “In order to qualify for any exemption from gross floor area in Title 17, a Historic Net Shed, as referenced in Exhibit ‘A’, but not limited to Exhibit ‘A’, must be included and maintained on the City’s Register of Historical Properties, pursuant to ...
Payne / Conan – unanimously approved.

4. RB-1 Inventory Review. Tom Dolan presented information on RB-1 Zones throughout the city requested by Council at the last meeting. He used a PowerPoint Presentation to illustration the locations and answered questions. When he completed the presentation, Mr. Dolan explained that Council could direct staff to prepare an ordinance that would allow multiple structures of up to 5000 s.f. in the RB-1 zone, or refer this matter back to the Planning Commission to look at the appropriateness of the RB-1 zones and make a recommendation to Council before a decision is made.

Councilmember Ekberg commented that the Planning Commission could have had a public hearing to gain input, and Council could also hold its own public hearing. He explained that the RB-1 zone was designed to insulate between residential and business districts, especially in the Grandview, Stinson, and Pioneer triangle. The other RB-1 zones around the city appear to have been used to identify old businesses in existence in residential areas. He said that we need to look at whether we need to limit the larger parcels to a 5000 s.f. building on the lot or force them into subdividing. He again said that Council could hold a public hearing and move forward.

Councilmember Kadzik commented that the only property that doesn't seem to be appropriately zoned RB-1 is the Skandiaguard Property, and it is too late to do anything.

Councilmember Ekberg said that it would be an improvement to the neighborhood to have the Spadoni property at the corner of Stinson and Rosedale go back to a RB-1 zone.

Councilmember Franich disagreed. He said that several parcels in different locations don't fit the character of the community. The parcel across the corner from the Spadoni Property, a parking lot, should not be zoned RB-1 and the Skandiaguard property is located in the middle of other large lot, single family residential parcels. He said that he also questions the RB-1 zoning along Bujacich Drive due to the residential characteristic there. He then said that he is unsure of how he feels about the 5000 s.f. limitation per lot.

Councilmember Young said that it is wrong to force a developer to subdivide a parcel. Because the RB-1 main concern was in the downtown view corridor when the 5,000 s.f. limitation was passed, the issue was never addressed for other parcels in other areas throughout the city. He said that he doesn't disagree with the Planning Commission reviewing these parcels, but some may take a Comp Plan amendment and this would take a year or more. He said that he prefers that Council hold its own hearing, collect the evidence, and then have staff draft an ordinance.

Councilmember Franich pointed out that the Planning Commission did have concerns with this zoning on certain parcels. Councilmember Young said that he agrees, but that this shouldn't preclude Council from moving forward.

Mayor Hunter said that he would like to have the Planning Commission hold the hearings and decide what the appropriate zoning should be.

MOTION: Move to schedule a public hearing and have staff draft an ordinance to bring back to Council to change only the per lot designation for building size limits in the RB-1 zone and further to put on the Planning Commission's work program a review of the RB-1 zones and the Comp Plan designation.
Young / Ekberg –

Councilmember Franich asked for clarification on eliminating the 5000 s.f. per lot limitation before Council decides whether the parcels are zoned properly.

Councilmember Young responded that not the square footage limitation, but the per lot limitation. There will still be a 5000 s.f. limit per building.

Councilmember Kadzik asked if the motion was to look at all the zones or only the RB-1 zones. Councilmember Young responded that he thought that this is the only zone designation that is in question. Councilmember Kadzik said that it would be appropriate to look at the other zones as part of a comprehensive look at all the zoning. He said that he understands that this is a huge undertaking, but it makes sense to look at all the zones, perhaps one per year.

Councilmember Conan said that no one has completely understood the RB-1 zone, and during his time serving on the Planning Commission, they ran into issues with this zone. He agreed that all the zones should be looked at, but if all the zones are included in the review, it will be too big. He said that a grand plan to look at all is a good idea, but he would like to start with the RB-1 zone.

Councilmember Ekberg said that during the public hearing, other issues will be identified. He agreed that this needs to move forward.

Rob Karlinsey, City Administrator, recommended that Council review the Planning Commission overall work plan, come to an agreement and then meet with the members to let them know your thoughts.

Councilmember Franich said that this had been done, and that is how the three-tiered approach came to be. Councilmember Kadzik added that the first-tier items are already at a whole year's worth at this time, and so this is unlikely to come up for at least one year.

Councilmember Dick said that the Planning Committee will be bringing forward a revitalization of the Planning Commission Work-Plan tiers so that Council can consider which things should occur first, second and then third. He said that it is a very heavy load and he would like to amend the motion.

AMENDMENT TO MOTION: Move to amend the motion to strike the direction to put on the Planning Commission's work program a review of the RB-1 zones and the Comp Plan designation.
Dick /

Councilmember Young asked the reason for not adding it to the work plan, even though it wouldn't be considered for awhile. Other Councilmembers agreed. Councilmember Dick agreed to withdraw his amendment, clarifying that it he doesn't want this to be listed as a first-tier item.

AMENDMENT TO MOTION: Move to amend the motion to include that as Council considers whether or not we should do away with the 5000 s.f. limit per lot, that Council also consider the appropriateness of the RB-1 zones as they exist as part of the process.
Franich / the motion failed for lack of a second.

MAIN MOTION: Move to schedule a public hearing and have staff draft an ordinance to bring back to Council to change only the per lot designation for building size limits in the RB-1 zone and further to put on the Planning Commission's work program a review of the RB-1 zones and the Comp Plan designation.
Young / Ekberg – six voted in favor. Councilmember Franich voted no.

NEW BUSINESS:

1. First Reading of Ordinance – Relating to Annexation and Zoning – Hansen (ANX-1313). John Vodopich presented the background information on this request to annex approximately 2.5 acres of property located at the corner of 46th Avenue NW and Forest Lane. This will return for a second reading at the next meeting.

3. First Reading of Ordinance – Reauthorizing Speed Limit on Portions of Certain City Streets. John Vodopich explained that the Engineering Staff conducted engineering and traffic speed zone investigation studies on various city streets and proposed certain changes. This ordinance re-authorizes existing speed limits and also establishes six new speed zones on various new streets or streets recently enacted. This will return for a second reading at the next meeting.

Councilmember Dick asked about the speed limit on Borgen Boulevard. Mr. Vodopich responded that anything not posted is 25 mph and in other areas, the speed study identified areas in which 35 mph is more appropriate.

Councilmember Franich left the Council Chambers at this time.

Councilmember Kadzik asked why K & L on the table are not combined because they are in the same vicinity. Mr. Vodopich said that he would research this and get back.

Councilmember Payne asked for the criteria for selecting these sites. Mr. Vodopich said that the first agenda was to look at existing streets and then significant new arterials. Councilmember Payne then commented that he would have expected the stretch from Highway 16 where Olympic Drive turns into Soundview Drive to possibly be increased to 30 or 35 mph, ending near the residential area.

Councilmember Young said that North Harborview has been an issue with the police because the posted speed limit had not been adopted by code and therefore was unenforceable.

Councilmember Ekberg said that on Borgen Boulevard, both ends are congested and that 30 mph would be more appropriate for the area in between. He then said that another area that was not addressed is Stinson to Soundview, which is also very congested and should be designated as 20 mph. He asked that this be looked at. Councilmember Payne agreed that there is speeding through there.

John Vodopich said that he will follow up on the questions before the next reading.

4. First Reading of Ordinance – St. Anthony Zoning Map Amendment. John Vodopich presented the background information on this site-specific rezone request for the St. Anthony's Hospital site. He said that the Hearing Examiner has approved the rezone which has facilitated the hospital's application of the Conditional Use Permit.

This ordinance changes the official city zoning map to reflect this rezone. This will return at the next meeting for a second reading.

5. First Reading of Ordinance – Reconsideration of Hearing Examiner’s Decisions. Carol Morris, City Attorney, presented this ordinance that would allow Council to request reconsideration of the Hearing Examiner’s final decisions. This would be an administrative reconsideration that would not involve a hearing. She explained that the ordinance has changed to remove any reference to adopting this as an emergency and the amended version will return at the next meeting.

Councilmember Dick asked if Council were to ask for reconsideration, if this would make it difficult to meet the state’s deadline for issuance of a decision. Ms. Morris said that the reconsideration procedure occurs after the expiration of the deadline for a final decision.

STAFF REPORT:

Rob Karlinsey, City Administrator. Mr. Karlinsey said that this week, Councilmember Young and he will accompany the Mayor to Olympia for the AWC Legislative Conference. He said that they would be meeting with various legislators to talk about issues important to the city, the most important being the CERB Grant. He said that there is an aggressive speaking schedule thanks to the efforts of the city’s lobbyist, Tim Schellberg. He asked if any other Councilmembers are interested in coming along to let the City Clerk know as soon as possible.

Mr. Karlinsey reported that he had the privilege of meeting with Marc Connelly, PenMet Parks, and is impressed with the aggressive capital schedule to acquire property throughout the Peninsula. He said that he thinks that the Gig Harbor citizens will also benefit from these efforts. He continued to say that they discussed partnering opportunities and how the city contributes. One issue that needs to be addressed is the areas annexed into the city that are being taxed by both the city as well as the parks district. Mr. Connelly suggested that representatives from the City Council meet with representative of PenMet Parks to discuss options. Mr. Karlinsey asked any Councilmembers interested in being part of the delegation to get in touch with him.

Mr. Karlinsey said that a proposed Impact Fee Schedule update would be coming to Council on March 26th. On a related item, staff has been working on capacity issues at the Burnham Interchange, which has been given a nickname; “BBC-16” (Burnham / Borgen / Highway 16). He concluded by saying that a recommendation “in principal only” will be coming from the Operations Committee in the near future.

MAYOR’S REPORT / COUNCIL COMMITTEE REPORTS / COUNCIL COMMENTS:

Intergovernmental Affairs Committee: Mayor Hunter asked if there were any comments on the draft minutes.

Councilmember Kadzik asked if minutes of the other Council Committees would be included in upcoming agendas. Mr. Vodopich responded that yes, the minutes would be included in the Council Agenda Packet following the meetings.

Mayor Hunter announced the upcoming Council Retreat and encouraged Councilmembers to submit their agenda topics to the City Clerk.

Mayor Hunter then reported that Guy Hoppen had submitted his business plan for the Gig Harbor Boat shop at the Eddon Boatyard. He said that it came in too late to bring to Council this evening but it will be available for the next meeting.

PUBLIC COMMENT: No one signed up or came forward to speak.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations and Public Projects Committee Meeting – Thursday, February 15, 2007, at 3:00 p.m. in the Engineering/Operations Conference Room.
2. GH North Traffic Options Committee – Wednesday, February 21, 2007, at 9:00 a.m. in Community Rooms A & B.
3. Council Retreat – Wednesday, February 28, at 8:00 a.m. in the Community Rooms A & B.
4. Gig Harbor North Visioning, March 14, 6 p.m., Community Rooms A & B.

Rob Karlinsey announced the Volunteer Appreciation Celebration this coming Thursday at 5:30 p.m. at the Visitor Information Center. Mayor Hunter encouraged all the Councilmembers to stop in and recognize the volunteers.

ADJOURN:

MOTION: Move to adjourn at 8:43 p.m.
Dick / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1-26
Disk #2 Tracks 1-6

Charles L. Hunter, Mayor

Molly M. Towslee, City Clerk



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

Subject: AMENDMENT TO AGREEMENT FOR EMERGENCY MANAGEMENT

Proposed Council Action: Approve the attached contract to renew emergency management services provided by Pierce County for one year.

Dept. Origin: Police Department

Prepared by: Chief Mike Davis

For Agenda of: February 26, 2007

Exhibits: Contract is attached

Initial & Date

Concurred by Mayor: CA 2/20/07
Approved by City Administrator: RJK 2/20/07
Approved as to form by City Atty: AM 2/20/07
Approved by Finance Director: DK 2/20/07
Approved by Department Head: MD 2/20/07

Expenditure Required \$10,000 a year	Amount Budgeted \$25,000 a year	Appropriation Required 0
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INFORMATION / BACKGROUND

Since 1997, the city has agreed to pay Pierce County Department of Emergency Management (DEM) on a per capita (\$.73/citizen) 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 addition, Pierce County has been organizing city neighborhoods for 72-hour preparedness. This program, called Pierce County Neighborhood Emergency Teams (PC-Net) has been funded by an additional yearly charge of \$20,000. This year we agreed to pay DEM \$5,000 to prepare a minimum of two neighborhoods through the PC-Net program. This is an annual reduction in cost of \$15,000.

FISCAL CONSIDERATION

This amendment to the agreement is a one year renewal at the same rate as last year (\$.73 per capita) amounting to \$5,141.40. The amount for PC-Net is an additional \$5,000, bringing the total amount for the identified services to \$10,141.40. This amount is covered in the 2007 City of Gig Harbor Annual Budget.

RECOMMENDATION / MOTION

Move to: Approve the attached Agreement for Emergency Services

Towslee, Molly

From: Barbara Nelson [BNELSO1@co.pierce.wa.us]
Sent: Wednesday, February 14, 2007 4:28 PM
To: Towslee, Molly
Subject: Fwd: Molly, the following is a snapshot of the work that was completed for the City of Gig Harbor in 2006

Hi Molly, Here's the information Jody sent you. She was wondering why you didn't say something about not receiving it?

Thanks,
Barbara

>>> Jody Woodcock 2/5/2007 10:05 AM >>>

Molly ... a quick addition. I also think it's worth noting that DEM/FPB staff and our Mobile Operations Command Unit (MOCC) were utilized during the marina fire response and subsequent investigation.

Molly, the following is a snapshot of the work that was completed for the City of Gig Harbor in 2006. I will let Barb follow up with PC-NET specific information (the public education stats below do not include GH). She will return tomorrow. I did not include information specific to the floods and windstorm of late last year. Obviously the City of Gig Harbor was a priority reponse area on both occasions -- mostly landslides during the flooding and then we established reponse strike teams during the windstorm (Pen Light, PC Public Works, Fire, etc.) to respond in the city and Key Peninsula areas. After the DEM deliverables, I included a list of extras the city receives through the DEM contract, mostly related to GIS services.

Regards,
Jody

Planning:

Staff has been meeting with reps from the city, school district, police department and other stakeholders for over a year in developing their regional CEMP. Before Christmas, the group decided to focus more on the EOC operations and how to make it an effective and efficient regional EOC. Staff has also been working with Dick Bower in developing the city's CEMP.

Mitigation:

Since Feb. 2006 the City has been Part of Region 5 Hazard Mitigation Plan. We have 2 primary contacts for this effort Dick Bower and Paul Rice (who both have been great in this effort)

- * We completed a Hazard Mitigation Presentation to the Gig Harbor Council (April 24, 2006)
- * We drafted a profile for the City.
- * We assessed all City Owned Infrastructure, with regards to natural hazards. (Sept. 6, 2006)
- * We drafted a risk assessment for the City, just natural hazards.

Other Regional Partners involved include: Peninsula School District, Gig Harbor Fire District, and Key Peninsula Fire District.

Operations:

- * Schools in the Peninsula School District, including those public schools within the City of Gig Harbor, had data updated in Pierce County's School Threat System.
- * Hosanna Christian School, within the city limits, was added to the School Threat System in 2006.
- * Lighthouse School, on the edge of the city limits, was also added in 2006.
- * One Duty Officer entry in 2006 for Gig Harbor as follows: 8-11-06.

0815hrs: State EOC reports wastewater pumpout area in vicinity 4831 Pt Fosdick Dr is spilling into construction area. State Ecology has been notified. Noreen Landon (851-8999), City of GH, reported incident. JSH Properties (425-455-0500) manages the site. Attempt contact with Diane Edwards, property manager. 0825hrs: Called Noreen who gave me details of this on-going problem. Last incident at this location on 8 June. She advised NW Cascade (851-1633) handles responses at that location. Noreen gave me cell number (425-455- 0500) for another property manager - Eric.
0830hrs: Called Eric and told him State EOC and Ecology are aware of spill. He said he would contact NW Cascade immediately. 0835hrs: NW Cascade is responding to the work site and will clear the problem.
0840hrs: Contacted Noreen to advise her of the response. 0843hrs: Reported response to State EOC.

Resources:

Staff has been working with Lt. Colberg, William (Gig Harbor Police Department) assisting him with purchasing a Police Patrol Boat via HLS equipment funding.

Public Education:

GH contracts for 3 presentations, 15 were completed in 2006 (combination of emergency preparedness, 9-1-1, earthquake, winter weather, homeland security and a safety fair). PC-NET statistics will be provided separately.

Extras *****

Mitigation Mapping

As part of the infrastructure mitigation program, DEM researched and mapped infrastructure in the City by contacting utility companies and reviewing available GIS data. The infrastructure was mapped and analyzed against potential such as hazards, landslides, flood, lahar and seismic (earthquakes). This data is being made available to the jurisdictions in maps and report format.

School Safety

- * Updated the school safety mapping to the 2005 orthophotography so there are current aerial views of the schools.
- *Prepared School Threat System CDs for deputies that are unable to get wireless coverage due to trees or poor coverage. This will allow them to have information if the wireless systems are unavailable.
- * County GIS Services provided to the City of Gig Harbor - In addition to providing DEM services, the County also provides additional or related technology services to proactively support emergency management preparedness response in the City.

GIS Services and Systems

The City has been a subscriber of the County's GIS for seven years. Currently 16 staff are trained on the latest GIS technology. Because the City has data in the County GIS, emergency management can make use this information in the DEM Portal or at the City any time. The County's 800 datasets provide the backdrop to many emergency situations.

When the County performs large imagery development/construction projects, the City is invited to participate. The City benefits from greatly reduce aerial imagery (orthophotography) costs. The images are very important component of emergency response and are updated/maintained by the County on a regular basis.

The County has provided services to support the development of the GPSed drainage system database in the City. This would be very useful in a toxic spill situation. The County has

also trained City staff on the use of GPS. These staff will be able to accurately map the extent of damage or impact zones.

The City's connection to County GIS has allowed County staff to assist the City with LESA connectivity issues. This supports Gig Harbor police.

The County's GIS department develops business application for the Sheriff and a popular application is the Neighborhood Crime Mapping web site. Recently the City signed up to use the web site and provide this service to Gig Harbor residents. The County will prepare the data (historical and current), customize the web site for the City and host the application (servers, software, support) for a very nominal fee.

AMENDMENT TO AGREEMENT FOR EMERGENCY MANAGEMENT

The "Agreement for Emergency Management" signed in 2005 by Pierce County and the City of Gig Harbor is hereby amended to change "Attachment A" to include: Item 10 Pierce County's Portal use by City included at no additional cost to the City. The Portal's use is restricted to City's Law Enforcement and Emergency Response. The Portal is not to be used for general city type use. And Item 11 to include the establishment of Pierce County Neighborhood Emergency Preparedness Program for year 2007.

This Agreement continues in its entirety with the exception of the changes in "Attachment A" 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 2007.

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 Steven C. Bailey Date 2/15/07
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 Carol Morris Date 1/20/07
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.
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 2007 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.



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

Subject: Resolution – Declaration of Surplus Property

Proposed Council Action: Authorize Resolution No. 701 for the Surplus of the 1999 Johnson Street Sweeper

Dept. Origin: Community Development

Prepared by: David Brereton, Director of Operations *David*

For Agenda of: February 26, 2007

Exhibits: Resolution No. 701

	Initial & Date
Concurred by Mayor:	<i>CA 2/21/07</i>
Approved by City Administrator:	<i>PK 2/21/07</i>
Approved as to form by City Atty:	<i>Am 2/21/07</i>
Approved by Finance Director:	<i>CP 2/07</i>
Approved by Department Head:	<i>J 2/20/07</i>

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

The annual budget anticipates replacement of equipment and tools. The replacement of the 1999 Johnson Street Sweeper was identified in the 2006 Budget due to the high maintenance costs, therefore making this sweeper surplus to the City's present of future needs.

This item is proposed for declaration as surplus is set forth in the attached resolution.

FISCAL CONSIDERATION

Monies received for surplus items are used to offset the costs for new vehicles and equipment.

BOARD OR COMMITTEE RECOMMENDATION

I recommend that Council approve Resolution No. 701 as presented, declaring the 1999 Johnson Street Sweeper as surplus and eligible for sale.

RECOMMENDATION / MOTION

Move to: Authorize Resolution No. 701 for the Surplus of the 1999 Johnson Street Sweeper as identified in the 2006 Budget.

RESOLUTION NO. 701

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR SALE.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

WHEREAS, the City may declare such equipment surplus and eligible for sale;

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

	EQUIPMENT		SERIAL / ID NUMBER	MODEL INFO.
1	1999 Johnson Street Sweeper		1J9UM4H38YC172002	Johnson 4000

PASSED ON THIS 26th day of February, 2007.

APPROVED:

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. 700

C091080-2 WASHINGTON STATE LIQUOR CONTROL BOARD DATE: 2/05/07
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20070531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 WATER TO WINE L.L.C.	WATER TO WINE 9014 PEACOCK HILL AVE STE 103A GIG HARBOR WA 98332 0000	088772	BEER/WINE SPECIALTY SHOP
2 FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	PRIVATE CLUB - SPIRITS/BEER/WINE NON-CLUB EVENT
3 DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 0000	356387	TAVERN - BEER/WINE OFF PREMISES
4 STOUT, PYONG SUK	TOKYO TERIYAKI 3111 JUDSON ST GIG HARBOR WA 98335 1221	085327	BEER/WINE REST - BEER/WINE
5 GIG HARBOR PHARMACY, INC.	JUDSON STREET CAFE 3114 JUDSON ST GIG HARBOR WA 98335 1222	085495	BEER/WINE REST - BEER/WINE OFF PREMISES
6 J & S IRON CORP	HOT IRON 750 5500 OLYMPIC DR NW STE A-109 GIG HARBOR WA 98335 1489	400916	BEER/WINE REST - BEER/WINE
7 VANILLA BEAN, LLC	GOURMET ESSENTIALS 5500 OLYMPIC DR #1 102 GIG HARBOR WA 98335 1491	078110	BEER/WINE SPECIALTY SHOP

RECEIVED
 FEB 12 2006
 FAX



Washington State Liquor Control Board

Notice to Local Authorities Regarding Procedure for Objecting to Liquor License Renewal

The attached list of liquor-licensed premises in your jurisdiction will expire in approximately 90 days. The procedure for objecting to a license renewal is as follows:

- Fax or mail a letter detailing the reason(s) for your objection. **This letter must be received at least 30 days before the liquor license expires.**
- When your objection is received, our licensing staff will prepare a report for review by the Board. This report will include your letter of objection, a report from the Liquor Control Agent who covers the licensed premises, and a record of any past liquor violations. The board will then decide to either renew the liquor license, or to proceed with non-renewal.
- If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The non-renewal of a liquor license may be contested under the provision of the Administrative Procedure Act (as provided by RCW 66.08.150 and RCW 35.05). Accordingly, the licensee may request a hearing before an administrative law judge. If a hearing is requested, you will be notified and required to present evidence at the hearing to support your recommendation. The Administrative Law Judge will consider the evidence, and issue an Initial Order for the Board's review. The Board has final authority to renew the liquor license, and will subsequently enter a Final Order announcing its decision.
- If the Board decides to renew the license over your objection, you may also request a hearing, following the aforementioned procedure.
- You or the licensee may appeal the Final Order of the Board to the superior court for judicial review (under RCW 34.05).
- During the hearing and any subsequent appeal process, the licensee is issued a temporary operating permit for the liquor license until a final decision is made.

Please call (360) 664-1600 if you have any questions on this process. Thank you.

Sincerely,

Karen McCall, Acting Director
Licensing and Regulation

Attachment

LIQ 869-50-12/06

3000 Pacific Ave. SE, Olympia, WA 98504-3098 • (360) 664-1600 • www.liq.wa.gov



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

Subject: Second Reading of an Ordinance Adopting a New Speed Limit on Portions of Certain City Streets

Proposed Council Action: Adopt Ordinance as presented at this Second Reading

Dept. Origin: Community Development

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

For Agenda of: February 26, 2007

Exhibits: Ordinance w/ Speed Zone Studies

Concurred by Mayor:	Initial & Date <i>CSH 2/21/07</i>
Approved by City Administrator:	<i>PJK 2/21/07</i>
Approved as to form by City Atty:	<i>ARV 2/21/07</i>
Approved by Finance Director:	<i>N/A</i>
Approved by Department Head:	<i>J 2/20/07</i>

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION / BACKGROUND

In July 1998, Council approved an Ordinance establishing speed limits on certain portions of City streets (GHMC 10.14). RCW 46.61.400 establishes the maximum lawful speed limit on City streets as 25 MPH. RCW 46.61.415 provides the City the option of altering the maximum speed limit, "on the basis of an engineering and traffic investigation."

State and Federal guidelines recommend that speed limits be reevaluated at least every five years or whenever the roadway segments have undergone a significant change in characteristics or surrounding land use.

The specific roadway segments were selected for a speed zone study due to one of the following reasons:

- The roadway segment had an established speed limit identified in the GHMC and was due to be reevaluated.
- The roadway segment had a posted speed limit other than 25 mph and was not included in the list of established speed limits identified in the GHMC.
- A speed zone request was made to the City.

In the future, staff will perform engineering and traffic speed zone investigation studies on all the classified roadways within the City limits, including Soundview Drive. The studies will be conducted at regular intervals consistent with state and federal guidelines.

City staff has conducted engineering and traffic speed zone investigation studies on various City streets selected as outlined above. The study results are provided in the attached spreadsheet, entitled "2006 Speed Zone Studies Summary of Data". To assist in the understanding of the spreadsheet, the following definitions are provided:

"**85th %-tile speed**" means that 85% of the free flowing vehicles are traveling at that speed or slower;

"**10-mile pace**" means the 10-mile range of speed that includes the most vehicles – in conjunction with the "**% in Pace**", gives an idea of the steepness or flatness of the bell curve that defines the speed distribution data.

Proposed changes are as follows:

- Adjust the limits of some existing speed zones for clarity.
- Modify the existing speed zone(s) on 56th Street to provide a speed limit consistent in the eastbound and westbound directions.
- Establish additional speed zones where posted speed limit signs (other than 25 mph) were observed within the City limits. New speed zones proposed on Borgen Boulevard, Bujacich Road, Wollochot Drive, Skansie Avenue and North Harborview Drive.
- Please note, Borgen Boulevard was split into two zones that are currently proposed to have the same speed limit. However, the roadway characteristics and roadside development and environment are different on the segments east and west of Harbor Hill Drive. It is anticipated that the intensity of roadside development and number of access points will increase along the roadway segment west of Harbor Hill Drive. This will require a reevaluation to establish an appropriate speed limit sometime in the future and was the basis for establishing two separate zones along Borgen Boulevard.

This Ordinance will re-establish existing speed limits and establish six new speed zones on various City streets based upon the results of the engineering and traffic speed zone analysis.

FISCAL CONSIDERATION

None.

BOARD OR COMMITTEE RECOMMENDATION

This item was reviewed at the Public Works Committee meeting of January 18, 2007 and agreed that it would be brought forward for Council approval. Additional information was discussed at the Public Works Committee meeting on February 15, 2007, and has been incorporated into this memo.

RECOMMENDATION / MOTION

Move to: Adopt Ordinance as presented at this Second Reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON ADOPTING A NEW SPEED LIMIT ON CERTAIN PORTIONS OF THE FOLLOWING CITY STREETS: BURNHAM DRIVE, CANTERWOOD BOULEVARD, HUNT STREET, OLYMPIC DRIVE, PEACOCK HILL AVENUE, POINT FOSDICK DRIVE, 38TH AVENUE NW, 56TH STREET, BORGEN BOULEVARD, BUJACICH ROAD/54TH AVENUE, WOLLOCHET DRIVE, SKANSIE AVENUE AND NORTH HARBORVIEW DRIVE; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 10.14.030, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, RCW 46.61.400 establishes the maximum lawful speed limit on city streets as 25 mph; and

WHEREAS, RCW 46.61.415 provides an authorized agency with the option of altering the maximum speed limit, "on the basis of an engineering and traffic investigation" to establish the proper maximum speed limit; and

WHEREAS, in January of 1998, the Gig Harbor Public Works staff conducted an engineering and traffic investigation study regarding the speed limits in some of these areas; and

WHEREAS, Ordinance 797, establishing speed limits on certain portions of City Streets was passed by the City Council on July 13, 1998: and

WHEREAS, state and federal guidelines recommend that an authorized agency should reevaluate speed limits on segments of their roadways that have undergone a significant change in roadway characteristics or surrounding land use since the last review or every five years; and

WHEREAS, in November 2006, the Gig Harbor Public Works staff conducted engineering and traffic investigation studies for each roadway segment in the City where the maximum speed limit has been altered; and

WHEREAS, these studies are summarized in the attached summary of data dated November 19, 2006 to the Mayor and City Council from Stephen T. Misiurak, City Engineer; and

WHEREAS, the City Engineer recommends that the speed limits on certain portions of City streets be re-established; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is exempt from SEPA under WAC 197-11-800(19); Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO
ORDAIN AS FOLLOWS:

Section 1. 10.14.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

10.14.030 Speed Limits. The maximum lawful speed limit for all streets within the City shall be 25 miles per hour, except as designated below: ~~Speed limits shall be established on certain streets and segments of the City as follows:~~

<u>STREET</u>	<u>SPEED</u>
A. Burnham Drive, from the 9400 block To the northwesterly City limits at the State Route 16 interchange at Swede Hill <u>Borgen Boulevard:</u>	35
B. Canterwood Boulevard, from its intersection with Burnham Drive to the northerly city limits:	35

C.	Hunt Street, from Skansie Avenue to 38th Avenue:	30
D.	Olympic Drive, from 56th Street to Point Fosdick Drive:	30
E.	Peacock Hill Avenue, from 100th Street Court to the northerly city limits <u>Borgen Boulevard:</u>	35
F.	Point Fosdick Drive, from Olympic Drive to 44th Street:	30
G.	Point Fosdick Drive, from 44th Street to the southerly city limits <u>at 36th Street NW:</u>	35
H.	38th Avenue, from 56th Street to Hunt Street:	30
I.	38th Avenue, from 56th Street to Briarwood Lane:	30
J.	56th Street, from Olympic Drive to Westerly city limits (westbound) <u>38th Avenue:</u>	35 <u>30</u>
K.	<u>Borgen Boulevard from the Burnham Drive to Harbor Hill Drive:</u>	35
L.	<u>Borgen Boulevard from Harbor Hill Drive to Peacock Hill Avenue:</u>	35
M.	<u>Bujacich Road/54th Avenue from 500' north of Rosedale Street to the northerly city limits at 96th Street NW:</u>	35
N.	<u>Wollochet Drive from Hunt Street to Eastbound SR 16 Off-Ramp:</u>	35
O.	<u>Skansie Avenue from Hunt Street to 500' south of North Creek Lane:</u>	35

P.	<u>N. Harborview Drive from Burnham Drive to Peacock Hill Avenue:</u>	20
K.	56th Street, from the westerly city limits to The 3600 block (eastbound)	35
L.	56th Street, from the 3600 block to Olympic Drive (eastbound):	30

Section 2. The City Traffic Engineer is hereby authorized and directed to cause appropriate speed limit signs to be posted informing the public of the speed limits specified in this ordinance.

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be 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, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.

**City of Gig Harbor
2006 Speed Zone Studies Summary of Data**

Ordinance Paragraph	Limits:		To	Classification	Existing Speed Limit		Proposed 85th %tile Speed Limit		10 Mile Pace	% in Pace	ADT	Length of Road Segment	No. of accidents (3-yr thru 10-06)	Accident Rate (acc/mvm)	Comments
	From	From			Limit	Limit	Speed	Speed							
A	Burnham Drive	9400 Block	Borgen Boulevard (previous limits were "northwesterly City limits at the State Route 16 Interchange at Swede Hill")	Major Collector	35	35	44	44	36-45	74.7	4,376	6,850	11	1.77	Propose maintaining current speed limit for consistency due to planned new roadway construction in vicinity and new development. Re-evaluate upon completion of roadway improvements and hospital development.
B	Canterwood Boulevard	Burnham Drive	northerly city limits	Minor Collector	35	35	48	48	36-45	71.7	4,941	2,850	2	0.68	Propose maintaining current speed limit for consistency due to planned new roadway construction in vicinity and new development. Re-evaluate upon completion of roadway improvements and hospital development.
C	Hunt Street	Skansie Avenue	38th Avenue	Minor Collector	30	30	37	37	26-35	72.4	6,243	2,650	4	1.17	Propose maintaining current speed limit for consistency (85th %-tile may suggest raising, however, existing speed limit is within 10 mile pace).
D	Olympic Drive	56th Street	Point Fosdick Drive	Blvd/Arterial	30	30	39	39	31-40	65.4	12,495	2,675	37	5.34	Propose maintaining current speed limit. Re-evaluate upon completion of City's Olympic/56th Street project.
E	Peacock Hill Avenue	100th Street Court	Borgen Boulevard (previous limits were "northerly City limits")	Minor Collector	35	35	45	45	36-45	67.4	4,149	3,790	6	1.84	Propose maintaining current speed limit to maintain pedestrian safety.
F	Point Fosdick Drive	Olympic Drive	44th Street	Major Collector	30	30	36	36	27-36	46.7	10,372	2,170	34	7.28	Propose maintaining current speed limit. Most accidents occur at various side street intersections. New traffic signal being installed in 2007 at intersection with 46th Street. Re-evaluate upon completion of new development on east side of Point Fosdick between 48th and 45th Street.
G	Point Fosdick Drive	44th Street	36th Street NW (previous limits were "southerly City limits")	Major Collector	35	35	43	43	31-40	69.9	7,192	2,660	9	2.27	Propose maintaining current speed limit for consistency (85th %-tile may suggest raising, however, existing speed limit is within 10 mile pace).
H	38th Avenue NW	56th Street	Hunt Street	Minor Collector	30	30	39	39	31-40	73.5	5,816	2,630	4	1.26	Propose maintaining current speed limit to maintain safety due to side street intersections and numerous private driveways along segment.
I	38th Avenue NW	56th Street	Brianwood Lane	Minor Collector	30	30	38	38	29-38	69.9	3,325	3,360	3	1.29	Propose maintaining current speed limit for consistency (85th %-tile may suggest raising, however, existing speed limit is within 10 mile pace).
J	56th Street see NOTE under "Comments"	Olympic Drive	38th Avenue (previous limits varied with direction of vehicle)	Blvd/Arterial	30 or 35 (see NOTE)	30	40	40	31-40	75.6	9,764	1,070	7	3.23	Propose maintaining current speed limit. Re-evaluate upon completion of City's Olympic/56th Street project. NOTE: Previous ordinance had eastbound speed limit of 30 mph and westbound speed limit of 35 mph. Combined J,K and L from previous Ordinance into a single speed zone (30 mph) in both directions for consistency.
K	Borgen Boulevard New Speed Zone	Burnham Drive	Harbor Hill Drive	Blvd/Arterial	35	35	38	38	29-38	59.8	16,320	2,565	17	1.96	Propose maintaining current speed limit. Re-evaluate upon completion of various new development in vicinity (Costco, Harbor Crossing, YMCA)
L	Borgen Boulevard New Speed Zone	Harbor Hill Drive	Peacock Hill Avenue	Blvd/Arterial	35	35	44	44	33-42	65.7	6,371	2,930	2	0.52	Propose maintaining current speed limit. Re-evaluate upon completion of various new development in vicinity (Costco, Harbor Crossing, YMCA)

**City of Gig Harbor
2006 Speed Zone Studies Summary of Data**

Ordinance Paragraph	Roadway	Limits:		To	Classification	Existing Speed Limit	Proposed Speed Limit	85th %tile Speed	10 Mile Pace	% in Pace	ADT	Length of Road Segment	No. of accidents (3-yr thru 10-06)	Accident Rate (acc/mvm)	Comments
		From	To												
M	Bujacich Rd/54th Ave New Speed Zone	500' n/o Rosedale Street	96th Street NW	Minor Collector	35	35	48	36-45	62.2	3,191	5,760	0	0.00	Propose maintaining current speed limit due roadway curvature and schools in vicinity of southern limits.	
N	Wollochet Drive New Speed Zone	EB SR16 off-ramp	Hunt Street	Major Collector	35	35	39	31-40	61.4	11,531	2,860	12	1.75	Propose maintaining current speed limit.	
O	Skansie Avenue New Speed Zone	Hunt Street	500' s/o North Creek Ln	Minor Collector	35	35	42	31-40	67.9	5,462	2,180	0	0.00	Propose maintaining current speed limit. Re-evaluate upon completion of proposed new development in vicinity of Hunt and at 72nd Street.	
P	N. Harborview Drive New Speed Zone	Burnham Drive	Peacock Hill Avenue	Major Collector	20	20	28	21-30	82.1	11,539	980	8	3.41	Propose maintaining current speed limit due to roadside development and high pedestrian activity, mid-block crosswalk.	
n/a	Rosedale Street	Skansie Avenue	Schoolhouse Road	Minor Collector	25	n/a	34	26-35	71.1	6,617	1,700	1	0.43	Changing legal speed limit unnecessary. 25 mph is appropriate.	
n/a	Edwards	Pioneer Way	Stinson Avenue	non-classified	25	n/a	27	16-25	72.8	674	1,420	0	0.00	Changing legal speed limit unnecessary. 25 mph is appropriate.	
n/a	North Creek Lane	Skansie Avenue	Beaver Creek Lane	non-classified	25	n/a	30	21-30	63	1,236	1,995	1	1.96	Changing legal speed limit unnecessary. 25 mph is appropriate.	
n/a	North Creek Lane	Beaver Creek Lane	Terminus	non-classified	25	n/a	34	21-30	68.6	929	1,995	0	0.00	Changing legal speed limit unnecessary. 25 mph is appropriate.	



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance - Amending the Procedure for Council Reconsideration of Hearing Examiner's Decisions

Proposed Council Action: Adopt the Ordinance as presented at this Second Reading

Dept. Origin: Community Development

Prepared by: Carol Morris, City Attorney

For Agenda of: February 26, 2007

Exhibits: Ordinance

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: CA 2/21/07, PK 2/21/07, CAM 2/20/07, N/A, J 2/20/07

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

INFORMATION / BACKGROUND

The Council asked the City Attorney to prepare an ordinance allowing the Council (or anyone else with standing) to request reconsideration of the Hearing Examiner's final decisions, prior to the time that a judicial appeal is filed. Attached is the proposed ordinance.

FISCAL CONSIDERATION

BOARD OR COMMITTEE RECOMMENDATION

RECOMMENDATION / MOTION

Move to: The City Attorney recommends adoption of the attached Ordinance as presented at this second reading.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ALLOWING RECONSIDERATION OF THE FINAL DECISION OF THE HEARING EXAMINER FOR PROJECT PERMIT APPLICATIONS, DESCRIBING THE PROCEDURE FOR FILING A REQUEST FOR RECONSIDERATION, IDENTIFYING THE PERSONS WHO MAY FILE A REQUEST FOR RECONSIDERATION, DESCRIBING THE HEARING EXAMINER'S AUTHORITY ON RECONSIDERATION AND NOTICE TO THE PUBLIC OF THE ISSUANCE OF THE RECONSIDERATION DECISION; ADDING A NEW SECTION 19.05.010 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City has eliminated the closed record appeal procedure for many project permit applications; and

WHEREAS, the closed record appeal procedure allowed the City Council to hear appeals of decisions of the Hearing Examiner; and

WHEREAS, while the City Council does not desire to re-establish the procedure for holding closed record appeals at this time, it does desire to establish a procedure that would allow persons to request reconsideration of the Hearing Examiner's decisions prior to the time a judicial appeal is filed; and

WHEREAS, adding a procedure allowing the Hearing Examiner to reconsider his/her decisions before they are judicially appealed may eliminate some judicial appeals; and

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

WHEREAS, the City Council considered this Ordinance during its City Council meeting of February 12, 2007; Now, Therefore,

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

Section 1. A new Section 19.05.010 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

19.05.010 Reconsideration of Decision.

A. Generally. Any person identified in GHMC Section 19.06.003 as having standing to file an administrative appeal may request reconsideration of a Decision of the hearing examiner which issues immediately after the open record public hearing on a project permit application described in this chapter.

B. Time to File. A request for reconsideration must be filed with the City Planning Director within 10 calendar days of the hearing examiner's written Decision. Such requests shall be delivered to the Director by mail, personal delivery or fax before 5:00 p.m. on the last business day of the reconsideration period. Requests for reconsideration that are received by mail after 5:00 p.m. on the last day of this reconsideration period will not be accepted, no matter when such requests were mailed or postmarked.

C. Computation of Time. For the purposes of computing the time for filing a request for reconsideration, the day the hearing examiner's decision is issued shall not be counted. If the last day of the appeal is a Saturday, Sunday, or holiday designated by RCW 1.16.050, or by a city ordinance, then the appeal must be filed on the next business day.

D. Content of Request for Reconsideration. Requests for reconsideration shall be in writing, be accompanied by the required reconsideration fee (which shall be the same as the administrative appeal fee), and contain the following information:

1. The name, address and phone number of the requestor;
2. Identification of the application and final decision which is the subject of the request for reconsideration;
3. Requestor's statement of grounds for reconsideration and the facts upon which the request is based;
4. The specific relief requested;
5. A statement that the requestor believes the contents of the request to be true, followed by his/her signature.

E. Effect. The timely filing of a request for reconsideration shall stay the hearing examiner's decision until such time as the hearing examiner issues a Decision on Reconsideration.

F. Notice of Request for Reconsideration. The Director shall provide mailed notice that a request for reconsideration has been filed to all parties of record as defined in GHMC Section 19.06.003.

- G. Hearing Examiner's Action on Request. The Hearing Examiner shall consider the request for reconsideration without a hearing. A decision on the request for reconsideration shall issue within 20 days after receipt of the request for reconsideration by the City.
- H. Limitations on Hearing Examiner's Reconsideration. The Hearing Examiner shall consider the request for reconsideration based on the administrative record compiled on the application up to and including the date of the Hearing Examiner's decision. The Hearing Examiner may require or permit corrections of ministerial errors or inadvertent omissions in the preparation of the record and the Hearing Examiner's decision. The Reconsideration Decision issued by the Hearing Examiner may modify, affirm or reverse the Hearing Examiner's decision.
- I. Notice of Final Decision on Reconsideration. The Director shall issue a Notice of Final Decision on Reconsideration in the manner set forth and to the persons identified in GHMC Section 19.05.009.
- J. Further Appeals. If no administrative appeal is allowed of the Hearing Examiner's Decision, and a request for reconsideration was timely filed, then any judicial appeal must be filed within twenty-one (21) days after issuance of the Decision on Reconsideration, as provided in Chapter 36.70C RCW.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2007.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 1/26/07
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:



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

Subject: Neighborhood Crime Mapping Web Service

Proposed Council Action: Approve the attached Memorandum of Understanding with Pierce County for the Neighborhood Crime Mapping Service

Dept. Origin: Police Department

Prepared by: Chief Mike Davis

For Agenda of: February 26, 2007

Exhibits: MOU is attached

Initial & Date

Concurred by Mayor:

CSA 2/20/07

Approved by City Administrator:

PK 2/21/07

Approved as to form by City Atty:

CAM 2/20/07

Approved by Finance Director:

HR 2/20/07

Approved by Department Head:

10 2/20/07

Expenditure	Amount	Appropriation
Required: \$1,000 a year	Budgeted: \$0	Required: See fiscal note below

INFORMATION / BACKGROUND

The Pierce County Sheriff's Department has developed a website that reports crime data for local neighborhoods utilizing Global information System (GIS) technology. This website allows people to view crime statistics around a specific address or within a particular neighborhood using real time data derived from our Record Management System (RMS). By identifying crime trends, communities and law enforcement can work together more effectively to develop crime prevention strategies. The term of the MOU will be one year, at which time we can choose to continue our subscription.

FISCAL CONSIDERATION

The cost to use this service is \$1,000 a year. There may be yearly fee adjustments not to exceed 4%. Even though we did not budget for this service in 2007, we have sufficient funds within our operating budget to cover this cost.

RECOMMENDATION / MOTION

Move to: Approve the attached MOU #053681 with Pierce County allowing access to the Neighborhood Crime Mapping Service.

Memorandum of Understanding # 053681

This Memorandum of Understanding is between the Pierce County Information Technology, Geographic Information Systems Division and the City of Gig Harbor (Subscriber) for the use of the Sheriff's Neighborhood Crime Mapping Web Service (Attachment A)

1. Pierce County will provide:
 - a) Secure access to the application for use in maintaining information about crime
 - b) Monthly maintenance of GIS base map layers (streets, address, plats, boundaries)
 - c) The Neighborhood Crime website
 - d) Access to the Crime feedback system for tracking questions and responding to the public
 - e) Training on how to use and maintain the system for 5 employees per year
 - f) A system support contact that will be available from 7 am to 4 pm, Monday-Friday
2. The Subscriber will provide:
 - a) A point of contact for coordinating the implementation of the system
 - b) A monthly file of geo-coded crime incidents (x,y coordinate value for each incident) and crime type fields
 - c) The hardware and network (Internet) systems needed to use the application from the subscriber's agency
 - d) A GIS file of areas and names to be used in the Neighborhood Action Team search
 - e) Dedicate a person to address questions about crime incidents and concerns that could arise from the public using the system.
3. The Subscriber is responsible for the verification of crime data in its jurisdiction. Using the data entered into the web site, the County will update the master database. The use of the Neighborhood Crime website may be revoked if the Subscriber does not provide monthly updates of crime data in its jurisdiction to the website.
4. The system and database supplied by the County pursuant to this Agreement is provided on an "as is basis" and "with all faults" and the Subscriber will have no remedy at law or equity against the County in the event information provided to the Subscriber is inaccurate, incomplete or otherwise defective in any way.
5. The County grants and the Subscriber agrees to accept a nonexclusive, revocable license to use the Sheriff's Neighborhood Crime Mapping website under the terms of this agreement for a 5 year term beginning at the date of this agreement. The County retains ownership of the website.
6. The Subscriber agrees to hold the County and its officers and employees harmless from any and all claims, liability and judgments, including attorney fees and costs, made by or accruing to any person as a result of the Subscriber's conduct relating to this agreement, and the County agrees to hold Subscriber and its officers and employees harmless from any and all claims, liability and judgments, including attorney fees and costs, made by or accruing to any person as a result of the County's conduct relating to this agreement. There are no third party rights created by this agreement.
7. The County retains the right to modify current systems at its discretion. The County will make no systems modifications on Subscriber's behalf unless specifically agreed to.

8. The Subscriber agrees that each and every person given the right to access the County system will use a unique user name and password.
9. The Subscriber understands that priority is assigned to regular County work which may require a delay in responding to the Subscriber's requirements from time to time. The County shall not be held liable for service interruptions or delays.
10. Subscriber may terminate this agreement by giving County at least two weeks prior written notice to terminate as of December 31st of the then current calendar year. Upon termination and to the extent of lawfully available funds, Subscriber shall remit all amounts due through the date of termination.
11. The Subscriber will pay an annual fee to the County for use of the Neighborhood Crime website. Such fee in 2007 will be \$1,000. There may be yearly fee adjustments not to exceed 4%.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20____.

CITY OF GIG HARBOR:

Name

(Signature) Date

Title of Signatory

City Attorney Date
Approved as to legal form only

Mailing Address:

Street Address, if different:

Contact Phone: _____

Contact Email: _____

Contact FAX: _____

PIERCE COUNTY:

By _____
Deputy Prosecuting Attorney Date
Approved as to legal form only

Recommended:

By _____
Budget and Finance Date

Approved:

By _____
Department Director Date
(less than \$250,000)

or

By _____
Pierce County Executive Date
(\$250,000 or more)

Neighborhood Crime Mapping Web Service

Provided by the Pierce County Sheriff's Department and Information Technology/GIS Department
The website's URL is www.piercecountycrimedata.org

Crime prevention in Pierce County is a collaborative effort between citizens who report crime and the law enforcement officers that respond. Understanding crime trends can be a first step in helping citizens and law enforcement adopt specific crime prevention strategies.

In focusing resources on crime trends, it is not enough to collect statistics. An essential aspect of crime analysis is geographical information. Crime trends are highly correlated with specific locations and areas. To address this, the Pierce County Sheriff's Department has developed a website that reports crime data for neighborhoods. This is the first website in Washington State that lets people view crime statistics around a specific address or within a neighborhood. The crime statistics are summarized in a report to show amount and change in various crime types for a month or compared with the previous 12 months.

The goal of the Neighborhood Crime website is to reduce crime and the fear of crime, and to improve the livability of Pierce County's neighborhoods. Using these tools to help identify and track neighborhood crime, communities and law enforcement can work together to develop effective crime prevention strategies. Identifying crime trends can help communities solve problems before they become serious and require additional law enforcement services and negatively influencing neighborhood livability.

In addition to the web site, the Sheriff's Department created a program called Neighborhood Action Teams (NAT). These citizen groups are trained by law enforcement on how to prevent crime in their neighborhoods. The Neighborhood Crime Web site allows, these NAT groups to view crimes in their specific area to see if the crime prevention techniques they have learned are succeeding.

The Pierce County Sheriff's Department is committed to providing personal safety information and education, with the objective that everyone can help prevent crime by taking responsibility for themselves and their communities. This program is a good model for other jurisdictions and the Neighborhood Crime Website can be subscribed to by other jurisdictions.

For an annual fee, the Neighborhood Crime Website subscription services allow other law enforcement agencies to use the website software and hardware to provide crime statistics and analysis to the public. The following table lists the responsibilities for the County and the Subscribing Agency.

	Task	Responsibility
1	Maintain the Neighborhood Crime website software and hardware as well as troubleshoot problems arising from the data or systems.	County
2	Enable the web application to search and report crime in the Subscriber's jurisdiction.	County
3	Maintain GIS base layers: road centerline/address file, city boundary file, and plat boundaries for query	County
4	Modify the feedback page to include the jurisdiction. This will email feedback questions to the agency.	County
5	Modify the "header" banner on the website to make it more generic and useable by the Subscriber.	County
6	Maintain monthly crime incident database containing incident x,y coordinates and incident type code	Subscriber will maintain data within their agency's jurisdiction
7	Maintain the Neighborhood Action Team areas (GIS file with the boundary of each area and a name)	Subscriber will maintain data within their agency's jurisdiction



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

Subject: Recommendation for 2007
Gig Harbor Arts Commission Project Support
Program - Mini-grants

Proposed Council Action:
Authorize the award of the attached 2007
Mini-grant agreements for the 2007 Gig
Harbor Arts Commission Project Support
Program for a combined total amount of
\$25,000.00.

Dept. Origin: Gig Harbor Arts Commission

Prepared by: Betty Willis, Chair

For Agenda of: February 26, 2007

Exhibits: 12 Gig Harbor Grant Agreements

Initial & Date

Concurred by Mayor: *Oct 2/22/07*
Approved by City Administrator: *PK 2/22/07*
Approved as to form by City Atty: *CAM 2/22/07*
Approved by Finance Director: *JF 2/2/07*
Approved by Department Head: *JW 2/22/07*

Expenditure		Amount		Appropriation	
Required	\$25,000	Budgeted	\$25,000	Required	0

INFORMATION / BACKGROUND

A budgeted objective for 2007 authorized to continue the Arts Commission Project Support Program to provide funding to arts and cultural organizations that provide events for the benefit of city residents. The program will also fund arts projects that involve City residents, civic organizations and/or libraries.

The response to the annual 2007 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.

Thirteen grant applications were submitted and reviewed by the City of Gig Harbor Arts Commission (GHAC) on February 13, 2007. The applications were evaluated according to the criteria set forth in the 2007 Grant Guidelines. Twelve applications were selected and recommended for funding. The results are as follows:

- \$3000 GH Peninsula Civic Orchestra – “Down to Earth” Concert
- \$3000 Peninsula Youth Orchestra – Youth String Camp 2007 & Concerts
- \$2700 Gig Harbor Farmers Market – Entertainment and Arts at the Farmers Market
- \$2500 Gig Harbor Gallery Association – SalmonChanted Harbor 2007
- \$2500 Peninsula Hands on Art – Peninsula Hands on Art Program

- \$2320 GH Peninsula Symphony Orchestra – Season Finale Concert
- \$2000 Peninsula Community Chorus – Spring and Holiday Concerts
- \$2000 Gig Harbor Quilt Festival – "Improvisation – Thinking Outside the Quilt Box" Quilt Challenge
- \$1700 GH Peninsula Historical Society – "A Day in the Life of a GH Fisherman" Video Project
- \$1500 Peninsula Art League – Annual PAL Open Juried Art Exhibition and Workshop
- \$1000 Peninsula United Music Association – 10th Annual Nancy Jane Bare Student Recognition Recital
- \$ 780 Doug Michie Group – Summer "Drawing You In" Program

FISCAL CONSIDERATION

Twelve grant applications are recommended for funding, for a combined total amount of \$25,000.00 and are within the \$25,000.00 allocated for this program as noted in the Parks and Recreation Fund, Objective No. 11.

BOARD OR COMMITTEE RECOMMENDATION

The GHAC recommends that Council authorize the award of the 2007 Mini-grant agreements as presented.

RECOMMENDATION / MOTION

Move to: Authorize the award of the attached 2007 Mini-grant agreements for the 2007 Gig Harbor Arts Commission Project Support Program for a combined total amount of \$25,000.00.

**AGREEMENT BETWEEN GIG HARBOR
AND 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, PMB #64, 3110 Judson Street, Gig Harbor, WA, 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 fees associated with the concert production of the "Down to Earth" Concert 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:

Professional fees and costs associated with the development, marketing, venue rental, musical equipment costs, and production of the "Down to Earth" Concert to be held March 17, 2007 at the Peninsula High School Milton Boyd Auditorium.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 (\$3,000.00) and will be paid upon receipt of invoice after services have been rendered. GHPCO shall

expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

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 produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that 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 _____, 2007.

THE CITY OF GIG HARBOR

GIG HARBOR PENINSULA CIVIC ORCHESTRA

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. **DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM.** Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:

Gig Harbor Peninsula Civic Orchestra Concert

Total Grant Amount Requested:

3000

Fiscal/Grant Year:

2007

Date of Event(s):

March 17, 2007

Legal Name of Organization or Individual:

First Name

Last Name

Organization Gig Harbor Peninsula Civic Orchestra

Address:

Address PMB #64

Address (cont.) 3110 Judson Street

City Gig Harbor

State/Province WA

Zip/Postal Code 98335

Contact Person and Title:

First Name Matthew

Last Name Underwood

Title Executive Director

RECEIVED

JAN 18 2007

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

Contact Person Telephone & E-mail:

Work Phone
E-mail

Address Information:

Address
Address (cont.)
City
State
Zip Code

Project Summary - Include a brief project description and location as applicable:
(restricted to 750 characters including spaces and punctuation)

The Gig Harbor Peninsula Civic Orchestra will present a concert on March 17 at the Peninsula High School Milton Boyd Auditorium. The theme of the concert will be "Down To Earth" along with a tribute to Saint Patrick's Day. The following musical selections will be presented:

Carnival of the Animals.....Saint-Saens
Lord of the Rings.....Shore
Fingals Cave Overture.....Mendelssohn
Second Suite in F.....Holst
Kirkpatrick Fanfare.....Boysen
Pennywhistle Jig.....Mancini
Irish Tune from County Derry....Grainger

You have entered 610 characters.
You have 140 characters left.

Project Narrative

1. **ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

The Gig Harbor Peninsula Civic Orchestra is in its third season and has performed in fourteen performances in twenty-four months. The orchestra plays a variety of musical selections including classical and non-classical pieces. The mission of the orchestra is to provide an opportunity for musicians from our community to play beautiful music and enrich the Gig Harbor Peninsula area cultural life with live performances at no cost to our audiences. Our musicians are homemakers, laborers, professionals, and retirees ranging from limited orchestral experience to professional symphonic experience. There are no auditions for musicians, and financial support has come from musicians, audience donations, and a grant from the City of Gig Harbor.

You have entered 748 characters.
You have 2 characters left.

2. PURPOSE OF REQUEST ~ GOALS AND OUTCOMES: How will this project increase general public access in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project? (restricted to 750 characters including spaces and punctuation)

One purpose of our concerts is to provide a unique experience for our audiences. This will be particularly true of our upcoming concert in which a featured musical selection will be the "Carnival of the Animals" by Saint-Saens. During the narration an artist will paint scenes as depicted by the musical story. This special presentation will enhance our audiences's knowledge of this classic selection.

Our grant request is to provide financial support for our orchestra expenses in presenting this concert which includes the cost of a narrator and artist for the "Carnival of the Animals".

Evaluation of our success will be determined by audience comments following the concert.

You have entered 689 characters.
You have 61 characters left.

3. ORGANIZATIONAL CAPACITY: Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume. (restricted to 525 characters including spaces and punctuation)

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 and is current on all financial commitments.

You have entered 338 characters.
You have 187 characters left.

4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.
(restricted to 525 characters including spaces and punctuation)

You have entered 0 characters.
You have 525 characters left.

TOTAL PROJECT BUDGET

All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

- a) **Personnel - Salaries/professional fees (indicate rate of pay)**
(restricted to 250 characters including spaces and punctuation)

Conductor.....\$ 400
Musicians.....\$3600
Narrator.....\$ 300
Artist.....\$ 300

\$ \$4600

TOTAL

You have entered 150 characters.
You have 100 characters left.

- b) **Supplies / Materials**
(restricted to 250 characters including spaces and punctuation)

Music:
Carnival.....\$200
Lord of the.....\$ 80
Kirkpatrick Fanfare..\$ 55
Pennywhistle.....\$ 60
Irish Tune.....\$ 45

Folders.....\$600
Art Supplies.....\$ 50

\$ \$1090

TOTAL

You have entered 204 characters.
You have 46 characters left.

c) Space Rental
(restricted to 250 characters including spaces and punctuation)

Rehearsal Space.....\$250
Performance Hall.....\$460

\$ **\$710**

TOTAL

You have entered 64 characters.
You have 186 characters left.

d) Marketing / Promotion
(restricted to 250 characters including spaces and punctuation)

Flyers.....\$ 6.00
Posters.....\$ 14.00
Banner (repair) Permit...\$125.00
Newspaper Ad.....\$200.00
Invitations/Envelopes..\$ 16.00
Postage.....\$ 50.00
Reader Bd.....\$200.00

\$ **\$611**

TOTAL

You have entered 229 characters.
You have 21 characters left.

e) Travel (who & where)
(restricted to 250 characters including spaces and punctuation)

Narrator.....\$50
Artist.....\$50

\$ **\$100**

TOTAL

You have entered 54 characters.
You have 196 characters left.

f) Other Expenses (Identify here)
(restricted to 750 characters including spaces and punctuation)

Narrator Housing.....\$150
Artist Housing.....\$150

\$

TOTAL

You have entered 68 characters.
You have 682 characters left.

PROJECT BUDGET (total A through F above)

This total will be used to calculate the maximum dollar amount that can be funded.

TOTAL

CASH MATCH

LIST ALL SOURCES (anticipated or confirmed) of your cash match income. Do not include you GHAC grant request.

Admission / Fees \$

Grants / Donations \$

Government Support \$

Other \$

CASH MATCH \$

(enter in #2 below)

IN KIND

LIST ALL DONATED MATERIALS (other than cash) i.e., volunteer time, supplies, location, printing, etc., and the values.

\$

TOTAL

\$

TOTAL

\$

TOTAL

\$

TOTAL

\$
 TOTAL
 IN KIND \$
 (enter in #3 below) TOTAL

FINAL TOTALS (from each category above)

#1. PROJECT BUDGET \$ 7411
 TOTAL
 #2. minus CASH MATCH \$
 TOTAL
 #3. minus IN KIND \$ 4400
 TOTAL
 UNFUNDED BALANCE \$ 3011
 TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED: \$ 3000
 TOTAL

APPLICATION REQUIREMENTS CHECKLIST:

10 copies (original plus 9 copies)
 (please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If Applicable
 One Artistic Sample Enclosed
 (required if project includes creation of new work by professional artist)

check one:

- video
- audio cassette
- compact disc
- slides (max 5)
- sample publication (min 3 - 5 max)
- photographs of work (preferred)

- do not return samples
- return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement
 If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Grant contract. Reimbursement requests must be submitted by December 1st, unless prior authorization received by the GHAC.

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

David B. Wheeler

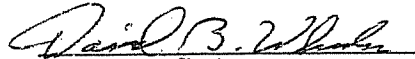
Grant application completed by

253-857-4440

Telephone No.

David B. Wheeler

Authorized by (print name, and sign and date below)

 1-17-08

Signature

Date

DO NOT EMAIL THIS FORM - PRINT OUT THIS FORM AND SIGN. MAKE 9 COPIES AND SUBMIT WITH ORIGINAL SIGNED FORM (10 copies total) TO CITY OF GIG HARBOR ARTS COMMISSION, ATTN: MAUREEN WHITAKER, 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
FOR QUESTIONS, PLEASE CALL: 253-851-6170, EXT. 233

created by Maureen Whitaker
Copyright © 2003 [City of Gig Harbor]. All rights reserved.
Revised: 12/20/06

GIG HARBOR PENINSULA CIVIC ORCHESTRA

BOARD OF DIRECTORS

Matthew Underwood, Executive Director
3622 67th Ave. Ct. N.W.
Gig Harbor, WA 98335

David Wheeler, President
P.O. Box 2565
Gig Harbor, WA 98335

Joel Emery, Vice-President
2418 19th Ave Ct. N.W.
Gig Harbor, WA 98335

Merrie Reardon, Secretary
1110 143rd. St. N.W.
Gig Harbor, WA 98332

Debi LaFleur, Treasurer
13912 91st Ave. N.W.
Gig Harbor, WA 98329

Liz Sebren
14543 Crescent Valley Rd SE
Ollala, WA 98359

Kathleen Farrington
7816 40th St NW
Gig Harbor, WA 98335

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

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA YOUTH ORCHESTRA, a 501C-3 non-profit corporation of Washington, PO Box 2481, Gig Harbor, WA, 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 fees associated with the educational program entitled the Youth String Camp and the production of two concerts during the week of August 13-17, 2007 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:

Fees associated with the development, production, and marketing of the "Youth String Camp" and related concerts to be held during the week of August 13-17, 2007 at the Harbor Covenant Church facility in Gig Harbor.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 (\$3,000.00) and will be paid upon receipt of invoice after services have been rendered. PYO shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

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 produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that 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 _____, 2007.

THE CITY OF GIG HARBOR

PENINSULA YOUTH ORCHESTRA

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. **DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM.** Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:**Total Grant Amount Requested:****Fiscal/Grant Year:****Date of Event(s):****Legal Name of Organization or Individual:****First Name** **Last Name** **Organization** **Address:****Address** **Address (cont.)** **City** **State/Province** **Zip/Postal Code** **Contact Person and Title:**

First Name
Last Name
Title

Contact Person Telephone & E-mail:

Work Phone
E-mail

Address Information:

Address
Address (cont.)
City
State
Zip Code

Project Summary - Include a brief project description and location as applicable:
(restricted to 750 characters including spaces and punctuation)

"South of the Border"
 This year we are going to "heat it up" with the invigorating music style of our Southern neighbors. With the assistance of visiting clinicians, students will discover the rhythm, tone, and technique of the music of Latin America.

Along with a rigorous daily rehearsal schedule, the week includes master classes, workshops in music theory, composition, and technique to strengthen the skills of the young musicians.

A grant from the Gig Harbor Arts Commission would make it possible for us to offer this innovative program this year.

You have entered 565 characters.
 You have 185 characters left.

Project Narrative

1. **ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

The Peninsula Youth Orchestra is a 10 year old 501(c)3 arts education program in Gig Harbor currently serving about 100 young musicians with a professional staff of four and an enthusiastic group of volunteers. The public schools in the Peninsula School District do not offer an orchestra program. We are believers in the benefits of an arts education for children and have chosen to build a youth orchestra program in Gig Harbor. The Peninsula Youth Orchestra String Camp is an annual summer day camp for students age 7 through 18. The camp is held in August at Harbor Covenant Church in Gig Harbor. This year marks our tenth annual String Camp.

You have entered 654 characters.
 You have 96 characters left.

2. PURPOSE OF REQUEST ~ GOALS AND OUTCOMES: How will this project increase general public access in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project? (restricted to 750 characters including spaces and punctuation)

This project will increase public access to the arts for two specific groups: the participants in the program and those who attend the two concerts the program will produce. First, the students who attend string camp will be exposed to musical experiences that are familiar, experiences that are special, and some experiences that are completely unique. There will be two major concerts, both open to the public and free. A Master's Concert featuring the staff of the Camp will be a high quality evening of music. The final concert the students present is an exciting demonstration of what they have been doing all week in ensemble playing. Evaluation: attendance at concerts and number of students remaining w/ the orchestra for the full season.

You have entered 749 characters.
 You have 1 characters left.

3. ORGANIZATIONAL CAPACITY: Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume. (restricted to 525 characters including spaces and punctuation)

Board of Directors:
 Lee Lee Stewart, President
 Dr. Kerwin Steffen, Vice-president
 Susan Luebeck, secretary
 Terry Martin, treasurer
 Andrea Bryant
 Gary Glein
 Bonnie Hampton
 Dale Strickland

You have entered 198 characters.
 You have 327 characters left.

4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.
 (restricted to 525 characters including spaces and punctuation)

You have entered 0 characters.
 You have 525 characters left.

TOTAL PROJECT BUDGET

All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

- a) **Personnel - Salaries/professional fees (indicate rate of pay)**
 (restricted to 250 characters including spaces and punctuation)

Executive Director	\$3000
Music directors	\$3500
Music clinicians	\$1500
TOTAL	
\$ 8,000.00	

You have entered 81 characters.
You have 169 characters left.

b) Supplies / Materials
(restricted to 250 characters including spaces and punctuation)

Music	\$450
Copying	\$75
Office Supplies	\$75
\$ 600.00	
TOTAL	

You have entered 67 characters.
You have 183 characters left.

c) Space Rental
(restricted to 250 characters including spaces and punctuation)

Harbor Covenant Church	
5601 Gustafson Dr NW	
Gig Harbor, WA 98335	
\$ 2,500.00	
TOTAL	

You have entered 68 characters.
You have 182 characters left.

d) Marketing / Promotion
(restricted to 250 characters including spaces and punctuation)

Advertising	\$750
Printing	\$300
Postage	\$200
\$ 1,250.00	
TOTAL	

You have entered 58 characters.
You have 192 characters left.

e) Travel (who & where)
(restricted to 250 characters including spaces and punctuation)

None	
	\$ 0.00
TOTAL	

You have entered 4 characters.
You have 246 characters left.

f) Other Expenses (Identify here)
(restricted to 750 characters including spaces and punctuation)

Student outdoor activities	\$150	
T-shirts	\$600	
Staff meals	\$200	
Volunterr gifts	\$200	
		\$
1,150.00		
TOTAL		

You have entered 138 characters.
You have 612 characters left.

PROJECT BUDGET (total A through F above)

This total will be used to calculate the maximum dollar amount that can be funded.

\$13,500
TOTAL

CASH MATCH

LIST ALL SOURCES (anticipated or confirmed) of your cash match income. Do not include you GHAC grant request.

Admission / Fees \$ 6,500.00

Grants / Donations \$

Government Support \$

Other \$

CASH MATCH \$
 (enter in #2 below)

IN KIND

LIST ALL DONATED MATERIALS (other than cash) i.e., volunteer time, supplies, location, printing, etc., and the values.

<input type="text" value="Harbor Covenant"/>	\$ <input type="text" value="1,500.00"/>
	TOTAL
<input type="text" value="Volunteers: Camp assistants x2"/>	\$ <input type="text" value="600.00"/>
	TOTAL
<input type="text" value="Rehearsal assistants x2"/>	\$ <input type="text" value="720.00"/>
	TOTAL
<input type="text"/>	\$ <input type="text"/>
	TOTAL
<input type="text"/>	\$ <input type="text"/>
	TOTAL
	\$ <input type="text" value="2,820.00"/>
	TOTAL

IN KIND
(enter in #3 below)

FINAL TOTALS (from each category above)

#1. PROJECT BUDGET \$
TOTAL

#2. minus CASH MATCH \$
TOTAL

#3. minus IN KIND \$
TOTAL

UNFUNDED BALANCE \$
TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED: \$
TOTAL

APPLICATION REQUIREMENTS CHECKLIST:

- 10 copies (original plus 9 copies)
(please note: application consists of pages 1-8 NO SUBSTITUTIONS)
- If Applicable

One Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one:

- video
- audio cassette
- compact disc
- slides (max 5)
- sample publication (min 3 - 5 max)
- photographs of work (preferred)

- do not return samples
- return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement

If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Grant contract. Reimbursement requests must be submitted by December 1st, unless prior authorization received by the GHAC.

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

Susan Scanlon

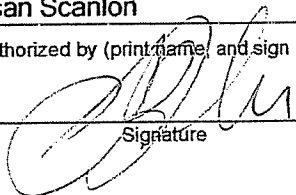
Grant application completed by

253-279-2580

Telephone No.

Susan Scanlon

Authorized by (print name) and sign and date below


Signature

1/18/2007
Date

DO NOT EMAIL THIS FORM - PRINT OUT THIS FORM AND SIGN. MAKE 9 COPIES AND SUBMIT WITH ORIGINAL SIGNED FORM (10 copies total) TO CITY OF GIG HARBOR ARTS COMMISSION, ATTN: MAUREEN WHITAKER, 3510 GRANDVIEW STREET, GIG HARBOR, WA

**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, a 501C-3 non-profit corporation of Washington, PO Box 1142, Gig Harbor, WA, 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 Two Thousand Seven Hundred Dollars and no cents (\$2,700.00) be given to the GHFM to pay for production fees associated with the presentation of five free concerts, performances and demonstrations of local artists, local student music groups and performing arts groups held at the Gig Harbor Farmers Market at the Kimball Drive Park N Ride 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 Two Thousand Seven Hundred Dollars and no cents (\$2,700.00) in funding to GHFM to perform the following activities and no others:

Fees associated with the presentation of five free concerts, performances and demonstrations of local artists, local student music groups and performing arts groups every Saturday from 8:30 am – 2:00 pm during the months of April 1, 2007 – September 30, 2007 at the Kimball Drive Park N Ride in Gig Harbor.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 Two Thousand Seven Hundred Dollars and

no cents (\$2,700.00) and will be paid upon receipt of invoice after services have been rendered. GHFM shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

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 produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that 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 ___th day of _____, 2007.

THE CITY OF GIG HARBOR

GIG HARBOR FARMERS MARKET

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. **DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM.** Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:

Entertainment and Arts at the Gig Harbor Farmers Market

RECEIVED

JAN 17 2007

Total Grant Amount Requested:

\$2,750.00

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

Fiscal/Grant Year:

2007

Date of Event(s):

April 1, 2007-September 30, 2007 every Saturday from 8:30 am - 2:00 pm

Legal Name of Organization or Individual:

First Name

Last Name

Organization Gig Harbor Farmers Market

Address:

Address P O Box 1142

Address (cont.)

City Gig Harbor

State/Province WA

Zip/Postal Code 98335

Contact Person and Title:

First Name
 Last Name
 Title

Contact Person Telephone & E-mail:

Work Phone
 E-mail

Address Information:

Address
 Address (cont.)
 City
 State
 Zip Code

Project Summary - Include a brief project description and location as applicable:
 (restricted to 750 characters including spaces and punctuation)

To present five free concerts, performances and demonstrations of local artists, local student music groups, and performing arts groups.

All performances will be held at the Gig Harbor Farmers Market at Kimball Drive Park N Ride.

You have entered 232 characters.
 You have 518 characters left.

Project Narrative

1. **ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

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

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

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

The GHFM current programs and activities include the following: Sponsor Plant A Row For The Hungry, grow food at the market garden for local food bank (FISH) in Gig Harbor, sponsor and run a Children's Tent, sponsor and run the Gig Harbor Chowder Cook Off, sponsor food coupons for WIC (women and infant children) and the low income.

You have entered 747 characters.

You have 3 characters left.

2. **PURPOSE OF REQUEST ~ GOALS AND OUTCOMES:** How will this project increase general public access in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project? (restricted to 750 characters including spaces and punctuation)

Purpose: To fund the following special days at the Market: All About Kids Day, Performing Arts Day, 50's Day, Student Musical Groups Day and Country Western Day.

Goals: Will increase general public access to the Arts in Gig Harbor for the following reasons. (1) Open to everyone, (2) Entertainment is appropriate for all levels, (3) ADA accessible, (4) Held every Saturday, (5) Free admission and free public parking.

Benefits: Give the community of Gig Harbor a wide range of exposure to local musicians, performing arts and craft artists.

It will be evaluated by the following criteria: (1) customer feedback, (2) vendor feedback, (3) artist and entertainer feedback, (4) increase in market attendance.

You have entered 714 characters.

You have 36 characters left.

3. **ORGANIZATIONAL CAPACITY:** Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume. (restricted to 525 characters including spaces and punctuation)

GIG HARBOR FARMERS MARKET
ASSOCIATION
BOARD OF DIRECTORS
2007



Chairman, Dale Schultz

Vice Chairman, Doug Stegmiller

Secretary, Donna White

Treasurer, Lyn Schultz

Directors At Large:

Pete Bovard

Cate Runn

Tom Sain

Implementation: The GHFM Board of Directors is well positioned to implement this proposal request for the following reasons: (1)GHFM established in 1991, (2) Large customer base established, (3) Excellent working relationship with the City of Gig Harbor and Lauren Lund, Director Of Tourism in sponsoring the Chowder Cook Off, (4) Members of the Gig Harbor Chamber of Commerce, (5) Market site facilities and ample parking.

You have entered 424 characters.
 You have 101 characters left.

4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.
 (restricted to 525 characters including spaces and punctuation)

Not applicable

You have entered 14 characters.
 You have 511 characters left.

TOTAL PROJECT BUDGET

All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

- a) **Personnel - Salaries/professional fees (indicate rate of pay)**
 (restricted to 250 characters including spaces and punctuation)

70 hours labor (inkind) at \$8.00 per hour=\$560

Professional Fees of entertainers
 Jim Valley \$800-Kids Day
 Randy Litch \$350-50's Day
 Three Country Western Day Bands TBA-\$900
 Performing Arts Day-\$300
 Student Musical Group Day \$300

\$
 TOTAL

You have entered 238 characters.
You have 12 characters left.

b) Supplies / Materials
(restricted to 250 characters including spaces and punctuation)

Costumes for Kids Day-\$180
Costumes for 50's Day \$180
Props \$300
Straw Bales for seating 20x\$9=\$180
Stage (in kind) \$800
Sound system (inkind) \$2,600
Tent (inkind) \$2,000

\$
TOTAL

You have entered 176 characters.
You have 74 characters left.

c) Space Rental
(restricted to 250 characters including spaces and punctuation)

not applicable

\$
TOTAL

You have entered 14 characters.
You have 236 characters left.

d) Marketing / Promotion
(restricted to 250 characters including spaces and punctuation)

Advertisment in Newspaper for five events
5 x\$400 per ad=\$2,000

Website=\$200

\$
TOTAL

You have entered 79 characters.
You have 171 characters left.

e) Travel (who & where)

(restricted to 250 characters including spaces and punctuation)

not applicable

\$
TOTAL

You have entered 14 characters.
You have 236 characters left.

f) Other Expenses (Identify here)
(restricted to 750 characters including spaces and punctuation)

Sani Cans for five events=\$300
Garbage pickup= \$100
Misc expenses= \$300

\$
TOTAL

You have entered 77 characters.
You have 673 characters left.

PROJECT BUDGET (total A through F above)
This total will be used to calculate the maximum
dollar amount that can be funded.

\$
TOTAL

CASH MATCH

LIST ALL SOURCES (anticipated or confirmed) of your cash match income. Do not include you
GHAC grant request.

Admission / Fees \$

Grants / Donations \$

Government Support \$ 0

Other \$ 0

CASH MATCH \$ 250
(enter in #2 below)

IN KIND
LIST ALL DONATED MATERIALS (other than cash) i.e., volunteer time, supplies, location, printing, etc., and the values.

volunteer time	\$ 560
	TOTAL
stage	\$ 800
	TOTAL
sound system	\$ 2,600
	TOTAL
tent	\$ 2,000
	TOTAL
	\$
	TOTAL

IN KIND \$ 5,960.00
(enter in #3 below) TOTAL

FINAL TOTALS (from each category above)

#1. PROJECT BUDGET \$ 12,350.00
TOTAL

#2. minus CASH MATCH \$ 250.00
TOTAL

#3. minus IN KIND \$ 5,960.00
TOTAL

UNFUNDED BALANCE \$ 6,140.00
TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED: \$ 2,750.00
TOTAL

APPLICATION REQUIREMENTS CHECKLIST:

10 copies (original plus 9 copies)
(please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If Applicable
One Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one:

- video
- audio cassette
- compact disc
- slides (max 5)
- sample publication (min 3 - 5 max)
- photographs of work (preferred)

- do not return samples
- return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement

If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Grant contract. Reimbursement requests must be submitted by December 1st, unless prior authorization received by the GHAC.

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 or 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

DALE SCHULTZ

Grant application completed by

253-851-7397

Telephone No.

DALE SCHULTZ

Authorized by (print name, and sign and date below)

Dale Schultz
Signature

1/16/2007
Date

DO NOT EMAIL THIS FORM - PRINT OUT THIS FORM AND SIGN. MAKE 9 COPIES AND SUBMIT WITH ORIGINAL SIGNED FORM (10 copies total) TO CITY OF GIG HARBOR ARTS COMMISSION, ATTN: MAUREEN WHITAKER, 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
FOR QUESTIONS, PLEASE CALL: 253-851-6170, EXT. 233

**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, c/o Waters Edge Gallery, 7808 Pioneer Way, Gig Harbor, WA, 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 Two Thousand Five Hundred Dollars and no cents (\$2,500.00) be given to the GHGA to pay for a November 2007 in a charitable auction to raise money for local environmental and arts education activities in Gig Harbor 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 Two Thousand Five Hundred Dollars and no cents (\$2,500.00) in funding to GHGA to perform the following activities and no others:

Marketing and advertising for a six-month campaign and November 10, 2007 auction at Wesley Inn in Gig Harbor, design fees, target ad placemats, printing, invitation, cards, data base support, promotional materials including sponsor awards and related event costs .

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 Two Thousand Five Hundred Dollars and no cents (\$2,500.00) and will be paid upon receipt of invoice after services have been

rendered. GHGA shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

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 produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that 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 ___th day of _____, 2007.

THE CITY OF GIG HARBOR

GIG HARBOR GALLERY ASSOCIATION

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. **DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM.** Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:

SalmonChanted Harbor 2007

Total Grant Amount Requested:

4000.00

Fiscal/Grant Year:

2007

Date of Event(s):

May 26 - Oct 30 2007

Legal Name of Organization or Individual:

First Name

Bill

Last Name

Fogarty

Organization

Pres / GH Gallery Association

Address:

Address

c/o WatersEdge Gallery

Address (cont.)

7808 Pioneer Way

City	Gig Harbor
State/Province	WA
Zip/Postal Code	98335

Contact Person and Title:

First Name	Aidan
Last Name	Fogarty
Title	Treasurer

Contact Person Telephone & E-mail:

Work Phone	253-858-7449
E-mail	bill@watersedgegallery.com

Address Information:

Address	7808 Pioneer Way
Address (cont.)	
City	Gig Harbor
State	WA
Zip Code	98335

Project Summary - Include a brief project description and location as applicable:
(restricted to 750 characters including spaces and punctuation)

Salmon Chanted Harbor 2007 will have 15 sculpted fiberglass salmon. Each will be designed by an artist. The artist will be chosen by a panel of judges. These salmon will be displayed for 6 months around the harbor. A kick off at City Hall will start the event. At the end of 6 months an event will take place to auction off the salmon and other pieces of art. This will raise money for local / non- profit organizations.

You have entered 0 characters. You have 750 characters left.

Project Narrative

1. **ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

In 2005 our kick off had over 300 people attend at City Hall. Every two weeks the local paper featured an artist and their salmon. We worked with the city of Gig Harbor to develop a site map which provided a detailed description of the salmon and their location. This material was available to the public. (see attached book) For 6 months the fish were displayed. It brought many happy faces and the community together. A calendar was produced of the salmon featuring one selected fish each month. In November we had an auction which was attended by over 200 people. Over \$70,000 was raised which was donated to local art and wildlife programs.

You have entered 0 characters. You have 750 characters left.

2. **PURPOSE OF REQUEST ~ GOALS AND OUTCOMES:**
How will this project increase general public access in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?
(restricted to 750 characters including spaces and punctuation)

By placing 15 individual salmon sculptures in clear public view and access, the public was drawn to walk the harbor. A healthy jumping salmon, our chosen sculpture for this year, re-inforces the "healthy harbor" campaign being initiated by the city. SalmonChanted Harbor 2007 sculptures will be in place prior to street scramble day. We seek financial assistance in marketing and advertising for the six month campaign and November auction. Specifically with design, target ad placements, printing, invitations, cards, data base support, (auction software), promotional materials including sponsor awards, thank you's, etc.

You have entered 0 characters. You have 750 characters left.

3. **ORGANIZATIONAL CAPACITY:** Why you are well-positioned to implement this proposal request.

Attach a current board of directors list. If an individual, attach a resume.

(restricted to 525 characters including spaces and punctuation)

Based on our 2005 events initial success, (see attached portfolio) we are confident of continuing and ongoing, interest and support from the community. The same people are driving the second campaign / Jim Maltren is producing the steel components and Ben Isitt is designing and molding the salmon. We have just retained a professional auction coordinator, Serap Frank, to organize the SalmonChanted Evening Auction, November 10, 2007. We are working in conjunction with Finholm Marketplace Association on this project. (Finholm Board of Directors / Pres: Charles Bucher /Secretary: Pauline Winchell / Treasurer: Aidan Fogarty.) President of the Gig Harbor Artwalk Gallery Ass. Bill Fogarty is heading up the event.

You have entered 0 characters. You have 525 characters left.

4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising

project and their qualifications.
(restricted to 525 characters including spaces and punctuation)

All applications (copy attached) recieved by Feb 3, 2007 will be jurried by three professional Gig Harbor artists.

Eric Peavy / Immediated past president Peninsula Art League 2005
Jennie Thomas / Jewler and Master Goldsmith and Artist
Rene Crist / Professional Photographer and Independant Bus.Owner

Applications have been mailed to all Peninsula Art League members and Tacoma Gallery Tours Nov 2006 participating galleries. Additional applications have been given to renouned artists.

You have entered 0 characters.
You have 525 characters left.

TOTAL PROJECT BUDGET
All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

a) Personnel - Salaries/profes sional fees (indicate rate of pay)
(restricted to 250 characters including spaces and punctuation)

We have retained the services of a professional event coordinator, She will be paid a max of 5,000. This amount will be paid only if we meet or exceed our 2005 proceeds.

\$ 5,000.00

TOTAL
You have entered 0 characters.
You have 250 characters left.

b) Supplies / Materials
(restricted to 250 characters including spaces and punctuation)

- 1. 18 Stainless rebarb inserts, steel rods, lock cuplings, master locks, indoor stands. \$8,010.00
- 2. 18 sculpted original salmon and mold castings, (Ben Isitt) \$8,260.00.
- 3. Plaque ingraving \$200.00
- 4. Sponsor plaques and photos \$300.00

\$ 16,770.00

TOTAL
You have entered 0 characters.
You have 250 characters left.

**c) Space
Rental**

(restricted to
250 characters
including
spaces and
punctuation)

Weley Inn Saturday November 10, 2007 rental \$500.00

\$ 500.00

TOTAL

You have
entered 0
characters.
You have 250
characters left.

**d) Marketing /
Promotion**

(restricted
to 250
characters
including
spaces and
punctuation)

Site Map design, photo production, editing / \$800.00
Country Pleasures ad campaign 2-4 issues \$985.00
WestSound Home and Garden advertising \$1,450.00
Gateway ad's / survey placement \$1,000.00
Invitations Salmon Chanted Evening \$400.00
Postage, Copies, Mailers, \$900.00

\$ 5,535.00

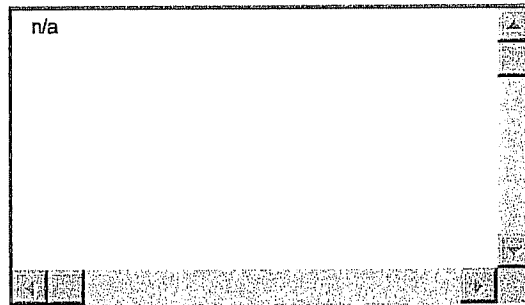
TOTAL

You have entered 0 characters.
You have 250 characters left.

e) Travel (who & where)

(restricted to 250 characters including spaces and punctuation)

n/a



\$ 0

TOTAL

You have entered 0 characters.
You have 250 characters left.

f) Other Expenses (Identify here)

(restricted to 750 characters including spaces and punctuation)

Auction Software (Re-Useable)	\$575.00
Auction Entertainment	\$200.00
Auctioneer	\$3,000.00
Refreshments	\$1,500.00
Desert Frenzy	\$585.00
Presentation Tables, Linens, Supplies, Decorations	\$1,150.00
Dinners 200 @ \$25.00 each	/\$5,000.00
Liability Insurance	\$500.00

\$ 12,510.00

TOTAL
 You have entered 0 characters.
 You have 750 characters left.

PROJECT BUDGET
 (total A through F above)

\$ 40,315.00

This total will be used to calculate the maximum

TOTAL
 dollar amount that can be funded.

CASH

**MATCH
LIST ALL
SOURCES**

(anticipated or confirmed) of your cash match income. Do not include you GHAC grant request.

Admission / Fees

\$ 5,250.00

Grants / Donations

\$ 22,500.00

Government Support

\$ 0

Other / City Tourism

\$ 1500.00

**CASH
MATCH**

\$ 29,250.00

(enter in #2 below)

**IN KIND
LIST ALL
DONATED
MATERIALS
(other than cash) i.e.,
volunteer time,
supplies,
location,
printing, etc.,**

and the
values.

15 Artists x 100hrs x \$30/hr / Salmon Creation
\$
45,000.00

TOTAL
7 volunteers x 10 meetings x 2 hrs/mtg x \$10/hr
\$
1,400.00

TOTAL
Clerical and Sponsorship 25hrs x \$12/hr
\$
\$300.00

TOTAL
Auction Volunteers 20 people X 12 hrs @\$15/hr
\$
\$3,600.00

TOTAL
Kick off night 200 hrs x \$10/hr
\$
\$2,000.00

TOTAL
IN
KIND

\$
52,300.00
(enter in #3
below)

TOTAL

**FINAL
TOTALS**
(from each
category
above)

**#1.
PROJECT
BUDGET**

\$ 40,315.00

TOTAL

**#2. minus
CASH
MATCH**

\$ 29,250.00

TOTAL

**#3. minus
IN
KIND**

\$ 52,300.00

TOTAL
**UNFUNDE
D
BALANCE**

\$ 41,235.00

TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED:

\$ 4,000.00

TOTAL

APPLICATION REQUIREMENTS CHECKLIST :

10 copies (original plus 9 copies)

(please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If **Applicable** One Artistic Sample Enclosed

(required if project includes

**AGREEMENT BETWEEN GIG HARBOR
AND PENINSULA HANDS ON ART 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 PENINSULA HANDS ON ART PROGRAM, a 501C-3 non-profit corporation of Washington, 2213 55th St Ct NW, Gig Harbor, WA, 98335, (hereinafter "PHOAP"), 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 PHOAP to pay for four arts projects to four Gig Harbor area Elementary Schools, in the Peninsula School District, K-grade 5 that do not have formal art instruction and as further described in the grant application submitted by PHOAP, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to PHOAP 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 PHOAP to perform the following activities and no others:

Art Program Supplies and Docent Fees for project events held on January 4, March 1, October 4, and November 1, 2007.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 PHOAP under this Agreement shall not exceed Two Thousand Five Hundred Dollars and no cents (\$2,500.00) and will be paid upon receipt of invoice after services have been rendered. PHOAP shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. PHOAP 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 PHOAP 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. PHOAP 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. PHOAP agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that PHOAP 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 PHOAP to recover said funds, in addition to all of the City's other available remedies at law.

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

Section 9. Indemnification. PHOAP 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 PHOAP 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 PHOAP to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PHOAP 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 _____, 2007.

THE CITY OF GIG HARBOR

PENINSULA HANDS ON ART PROGRAM

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. **DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM.** Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:

Peninsula Hands on Art

Total Grant Amount Requested:

5000.00

Fiscal/Grant Year:

2007

Date of Event(s):

01/04/07; 03/01/07; 10/04/07; 11/01/07

Legal Name of Organization or Individual:

First Name

Last Name

Organization

Non Profit Corporation

Peninsula Hands on Art

Address:

Address

Address (cont.)

2213 55th St Ct NW

City	Gig Harbor
State/Province	WA
Zip/Postal Code	98335

Contact Person and Title:

First Name	Marla
Last Name	Morgan
Title	President

Contact Person Telephone & E-mail:

Work Phone	253-732-7222
E-mail	mmm19622002@yahoo.com

Address Information:

Address	2213 55th ST Ct NW
Address (cont.)	
City	Gig Harbor
State	WA
Zip Code	98335

Project Summary - Include a brief project description and location as applicable:
(restricted to 750 characters including spaces and punctuation)

Peninsula Hands on Art provides four art projects annually to four Gig Harbor area Elementary Schools. Each project is designed by a local artist and taught to parent volunteers who take the project into the classrooms. Projects are designed to engage children from K through 5th grade. Projects are selected to provide a variety of mixed media while incorporating applicable art history. 120 + volunteers work together to make this program happen. Annually PHOA provides 8,680 individual art projects to students in the Gig Harbor Area.

You have entered 0 characters. You have 750 characters left.

Project Narrative

1. **ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

Peninsula Hands on Art has been working to provide art to Gig Harbor Schools for the last 3 1/2 years. We currently provide 4 projects each year to four elementary schools and hope to add additional schools in the future.

Mission Statement: To create a community of young artists that embraces the artistic talents of each individual child.

Vision Statement: To provide an all district elementary art program that educates and engages children in art history, mixed media and encourages the talents of each child.

You have entered 0 characters. You have 750 characters left.

2. **PURPOSE OF REQUEST ~ GOALS AND OUTCOMES:**
How will this project increase general public access in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?
(restricted to 750 characters including spaces and punctuation)

Peninsula Hands on Art provides art education to elementary schools in the Gig Harbor area that do not have formal art instruction. Each project is evaluated and reviewed by the PHOA Board of Directors. Project evaluations are given to teachers, parent volunteers and participating students to evaluate project effectiveness and overall success.

You have entered 0 characters. You have 750 characters left.

3. **ORGANIZATIONAL CAPACITY:** Why you are well-positioned to implement this proposal request.

Attach a current board of directors list. If an individual, attach a resume.

(restricted to 525 characters including spaces and punctuation)

Peninsula Hands on Art is an incorporated non-profit organization with continuing support from the Peninsula School District. Our volunteer base is positioned to facilitate the 2007 project year.
Board of Directors
Marla Morgan / President
Virginia Witt-Abbott / Vice President
Kit Kuhn / Treasurer
Lisa Bosselmann / Co- Secretary
Keri Danstrom / Co-Secretary
Bill Fogarty / Member at Large
Meredith Hale / Member at Large

You have entered 0 characters. You have 525 characters left.

4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising

project and their qualifications.
(restricted to 525 characters including spaces and punctuation)

Each potential artist is required to submit a sample project, personal biography and applicable lesson plan. Project selection takes place by the Peninsula Hands on Art Board of Directors in conjunction with representatives from the participating schools the Peninsula School District.

You have entered 0 characters.
You have 525 characters left.

TOTAL PROJECT BUDGET
All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

a) Personnel - Salaries/professional fees (indicate rate of pay)
(restricted to 250 characters including spaces and punctuation)

None

\$ 0

TOTAL

You have entered 0 characters.
You have 250 characters left.

b) Supplies / Materials

(restricted to 250 characters including spaces and punctuation)

Each project has a budget of \$2 / per child. Total student population is 2170 students @ \$2 per project times four projects per year @ a total annual budget of \$17,360.
--

\$ 17360.00

TOTAL

You have entered 0 characters.
You have 250 characters left.

c) Space Rental
(restricted to 250 characters including spaces and punctuation)

Donated by Peninsula School District	
--------------------------------------	--

\$ 0

TOTAL
You have entered 0 characters.
You have 250 characters left.

d) Marketing / Promotion
(restricted to 250 characters including spaces and punctuation)

None	
------	--

\$ 0

TOTAL

You have entered 0 characters.
You have 250 characters left.

e) Travel (who & where)

(restricted to 250 characters including spaces and punctuation)

None

\$ 0

TOTAL

You have entered 0 characters.
You have 250 characters left.

f) Other Expenses (Identify here)

(restricted to 750 characters including spaces and punctuation)

Insurance \$300 / yr
Non Profit Fee \$75 / yr
CPA Fee \$120 / yr

\$ 495.00

TOTAL

You have entered 0 characters.
You have 750 characters left.

PROJECT BUDGET

(total A through F above)

\$ 17855.00

This total will be used to calculate the maximum

TOTAL

dollar amount that can be funded.

CASH

**MATCH
LIST ALL
SOURCES**

(anticipated or confirmed) of your cash match income. Do not include you GHAC grant request.

Admission / Fees

\$ 0

Grants / Donations

\$ 0

Government Support

\$ 0

Savings

\$ 13020.00

**CASH
MATCH**

\$
13,020.00
(enter in #2 below)

**IN KIND
LIST ALL
DONATED
MATERIALS
(other than cash) i.e.,
volunteer time,
supplies,
location,
printing, etc.,**

and the
values.

Board Meetings 7 Members / 84 hours @ 15/hr
\$
1260.00

TOTAL
Volunteers 125 @ 5 hours ea x 4 proj x \$15/hr
\$
37500.00

TOTAL
Project Coordination 100hr/mo X 9mo@\$15/hr
\$
13500.00

TOTAL
Graphic Design 20hr/mo X 9mo@20/hr
\$
3600.00

TOTAL
Treasurer 20hr/mo X 9mo@12/hr
\$
2160.00

TOTAL
IN
KIND

\$
58020.00
(enter in #3
below)

TOTAL

FINAL
TOTALS
(from each
category
above)

#1.
PROJECT
BUDGET

\$ 17855.00

TOTAL

#2. minus
CASH
MATCH

\$ 13020.00

TOTAL

#3. minus
IN
KIND

\$ 58020.00

TOTAL
UNFUNDE
D
BALANCE

\$ 53185.00

TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED:

\$ 5000.00

TOTAL

APPLICATION REQUIREMENTS CHECKLIST :

10

copies (original plus 9 copies)

(please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If

Applicable
One Artistic Sample Enclosed

(required if project includes

creation of new
work by
professional
artist)

check one:

video

audio cassette

compact disc

slides (max 5)

sample
publication (min
3 - 5 max)

photographs of
work (preferred)

do not
return samples

return
samples (self-
addressed, stamped
return envelope
enclosed)

**Grant
Disbursement**
If your
grant request is
approved, you
will be notified
by mail. Terms
will be
set forth in
the City of Gig
Harbor Grant
contract.
Reimbursement

requests
must be
submitted by
December 1st,
unless prior
authorization
received by
the
GHAC.

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

Marla Morgan

Grant application completed by

253-851-1603

Telephone No.

Marla Morgan

Authorized by (print name, and sign and date below)

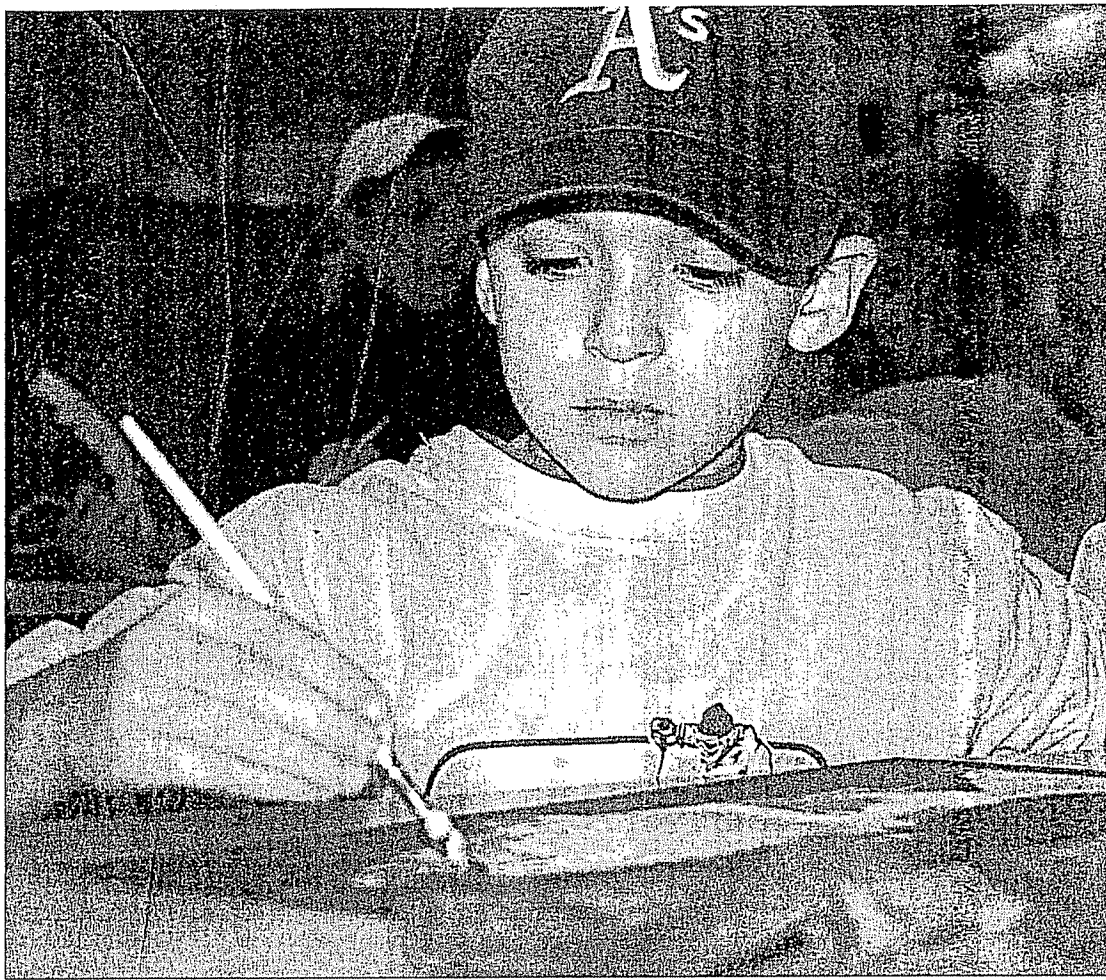
Signature

Marla Morgan

Date

1-18-07

DO NOT
EMAIL THIS



Gateway photo/Michelle Rogers-Moore

Jack Nordi paints a salmon using gouache paint to add color and creativity during a trial run and parent training session for Harbor Heights Elementary new Hands On Art program. The drawing instructions use basic shapes to create the salmon so kids of all ages can create works of art.

Parents get a lesson in art

Docents train to lead art classes in model program

MICHELLE ROGERS-MOORE
of the Gateway

The first segment of the Hands On Art program began March 7 at Harbor Heights Elementary where parents, students and local artists gathered to test the program.

The evening was primarily dedicated to docent training. Docents are parent volunteers who will be going into each of Harbor Heights' classrooms to teach a specific art project. Children were also in attendance for a practice run to see how well they catch on.

Some docents were there because they were asked to come, but others said they enjoy the concept of Hands On Art.

"I love art and I thought it was just so neat," said docent Bitsy Hatteberg about the program.

The project is in conjunction with Gig Harbor's Salmon Chanted Harbor, as the children will be drawing their

own fish and painting them with gouache, opaque water colors.

The artists give the kids a recipe using simple shapes so even children who think they can't do it, can, said teaching artist Marjorie Mankin. Then they can use the paint to bring out their own style.

"They can use their creativity to make the projects as designy as they want," she said.

The project idea came from Virginia Witt-Abbott who was part of this program in California. She said she wants to instill in everyone that artists aren't just painters or photographers. Art can be as simple as a pencil or a paperclip - someone had to design those, she added.

"Artists touch your lives in every way, every day," Witt-Abbott said.

At the end of the night, the students, parents and artists all said they were overly pleased with the artwork that was produced in about an hour.

"I think it's really cool because you get to make your own kind of fish," said fourth grader Aidan O'Neill. "You get to make it look like you want it to look like."

Second grader Nolan O'Neill

fulfilled the artistic goal with his perspective of the salmon project.

"In the drawing you have to follow the steps," he said. "In the painting you can just use your imagination."

Leaders of the program hope to see it go district-wide in the elementary schools in the near future.

The idea for an art program originated with Kit Kuhn who said he felt there was a lack of art in the elementary schools. He recruited local artists Mankin, Sandy Newhouse, Beverly Pedersen and Rebecca Baumgarten to participate as well.

PTA members and involved parents like Witt-Abbott, Brian O'Neill and Marla Morgan worked with the artists to develop the specific Hands On Art program into what they said they hope to be a success.

The Hands of Art program originated in Redondo Beach, Calif., in the 1990s from a group of parents who saw a need for art in their children's schools after Proposition 13 removed the art curriculum from schools.

Reach reporter Michelle Rogers-Moore at 853-9247 or by e-mail at intern@gateline.com.



3104 Shyleen Street • Gig Harbor, WA 98335

January 16, 2007

Maureen Whitaker /
Gig Harbor Arts Commission
3510 Grandview St.
Gig Harbor, WA 98335

Dear Maureen and Arts Commission;

Thank you for taking the time to review our application for your 2007 grant distribution. We appreciate your time and commitment to the arts and know that there are many deserving organizations up for consideration. We hope that you will find Peninsula **Hands on Art** a wonderful choice for your efforts!

Peninsula **Hands on Art** is excited to be providing art to over 2100 elementary students in the Gig Harbor area. Our vision of "providing an all district elementary art program that educates and engages children in art history, mixed media, and encourages the talents of each child is the motivating factor behind the 120+ volunteers that work together to make this wonderful program happen. With your help and support, we can keep this dream alive!

Thank you again for your consideration,

Sincerely,

Peninsula **Hands on Art** Board
Marla Morgan / President / PHOA

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

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the GIG HARBOR PENINSULA SYMPHONY ORCHESTRA, a 501C-3 non-profit corporation of Washington, 152 Madrona Drive NW, Raft Island, Gig Harbor, WA, 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 Two Thousand Three Hundred Twenty Dollars and no cents (\$2,320.00) be given to the GHPSO to pay for a Season Finale Concert – English Composer Edward Elgar's 150th Birthday 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 Two Thousand Three Hundred Twenty Dollars and no cents (\$2,320.00) in funding to GHPSO to perform the following activities and no others:

Professional fees and costs associated with the development, promotion/marketing, venue rental, music/equipment costs, and production of the Season Finale Concert to be held on or about April 27, 2007 at Harbor Ridge Middle School.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 Two Thousand Three Hundred Twenty Dollars and no cents (\$2,320.00) and will be paid upon receipt of invoice after services

have been rendered. GHPSO shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. GHPSO 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 GHPSO 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. GHPSO 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. GHPSO agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that GHPSO 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 GHPSO to recover said funds, in addition to all of the City's other available remedies at law.

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

Section 9. Indemnification. GHPSO 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 GHPSO 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 GHP SO to enforce any of the terms of this Agreement and the City prevails in such lawsuit, GHP SO 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 _____, 2007.

THE CITY OF GIG HARBOR

**GIG HARBOR PENINSULA SYMPHONY
ORCHESTRA**

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. **DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM.** Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:

Total Grant Amount Requested:

Fiscal/Grant Year:

Date of Event(s):

Legal Name of Organization or Individual:

First Name Last Name Organization

Address:

Address Address (cont.) City State/Province Zip/Postal Code

Contact Person and Title:

First Name
 Last Name
 Title

Contact Person Telephone & E-mail:

Work Phone
 E-mail

Address Information:

Address
 Address (cont.)
 City
 State
 Zip Code

Project Summary - Include a brief project description and location as applicable:
 (restricted to 750 characters including spaces and punctuation)

GHAC Grant support helped found the GH Peninsula Symphony Orchestra (GHPSO) in 2005 and carry on its inaugural season in 2006. Now on its second season of bringing "big city" symphonic music to the GH community, its focus is building on that foundation to increase public awareness and community support for quality symphonic music in GH.

The plan is to build on the following areas for the spring 2007 concert:
 -Patronage: marketing to increase concert attendance
 -Administrative Support: volunteer recruitment and participation
 -Finances: grants, sponsorships, ads
 -Quality: musician recruitment

All of these are necessary for healthy, balanced growth. In addition, working towards a performing arts venue in GH is part of our goal.

You have entered 748 characters.
 You have 2 characters left.

Project Narrative

1. **ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

Former GH Mayor Gretchen Wilbert referred to the GHPSO as a source of community pride and unifying spirit. The GHPSO was formed in 2005 to eventually be a semi-professional orchestra. The inaugural concert was held in Chapel Hill Church in partnership with the School District choruses and was hailed by the public as an amazing experience. The inaugural season in 2006 celebrated Mozart's 250th birthday and featured many guest artists, including an internationally acclaimed violinist. The Halloween concert drew many kids to movie theme music. The Holiday concert featured the Cappella Choirs from Port Orchard and broadened our audience base to Kitsap County. Please see page 3 of the enclosed program for our Mission Statement.

You have entered 738 characters.
 You have 12 characters left.

2. **PURPOSE OF REQUEST ~ GOALS AND OUTCOMES:** How will this project increase general public access in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project? (restricted to 750 characters including spaces and punctuation)

The Spring 2007 Concert will feature:
 -Debussy: Afternoon of a Faun
 -Vanhel: Concerto for 2 Bassoons
 -Elgar: Enigma Variations
 -Elgar: Pomp and Circumstance
 Goals:
 1. Increase patronage from \$800 to \$1,000 ticket sales through exposure in smaller chamber music performances in community gathering places, such as cafes, retirement communities, etc, working with music teachers to promote the bassoon, an endangered instrument, and group sales to retirement homes.
 2. Adequate administrative support through volunteer recruitment and hiring a part-time assistant.
 3. Increase sponsorship from \$1,000 to \$2,000 through solicitation by administrative persons.
 4. Increase music quality by recruiting more musicians and hiring coaches.

You have entered 740 characters.
 You have 10 characters left.

3. **ORGANIZATIONAL CAPACITY:** Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume. (restricted to 525 characters including spaces and punctuation)

The GHPSO laid down a good foundation of community partnerships, vendor relationships and had reached a wider audience through flyer distribution by volunteers through GH businesses, churches, public and private schools. Currently all musicians and conductor are volunteers. 9 are HS students, 6 have attended music degree programs, 4 have graduate degrees in music, and the rest have significant musical experience and background. Volunteer corps have grown from 6 to 18. See bios, directors list on pages 4 & 8 in program.

You have entered 525 characters.
 You have 0 characters left.

4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.
 (restricted to 525 characters including spaces and punctuation)

You have entered 0 characters.
 You have 525 characters left.

TOTAL PROJECT BUDGET

All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

- a) **Personnel - Salaries/professional fees (indicate rate of pay)**
 (restricted to 250 characters including spaces and punctuation)

Conductor	\$ 3,500
Soloists	1,000
Musicians	16,335
Administrative	1,400

\$ 22,235
 TOTAL

You have entered 170 characters.
 You have 80 characters left.

b) Supplies / Materials

(restricted to 250 characters including spaces and punctuation)

Sheet Music	\$	555	
Programs		120	
Ticketing		50	
Instruments		1,200	

\$ 1,925
 TOTAL

You have entered 170 characters.
 You have 80 characters left.

c) Space Rental

(restricted to 250 characters including spaces and punctuation)

10 Rehearsals - Harbor Ridge MS	\$	270	
1 Performance - Harbor Ridge MS		64	

\$ 334
 TOTAL

You have entered 84 characters.
 You have 166 characters left.

d) Marketing / Promotion

(restricted to 250 characters including spaces and punctuation)

Posters & Flyers	\$	150	
Mailing to Professionals		100	

*Note that administrative tasks to distribute posters and flyers are included in the Administrative Personnel above.

\$ 250
 TOTAL

You have entered 204 characters.
 You have 46 characters left.

e) Travel (who & where)

(restricted to 250 characters including spaces and punctuation)

None.

\$
TOTAL

You have entered 5 characters.
 You have 245 characters left.

f) Other Expenses (Identify here)

(restricted to 750 characters including spaces and punctuation)

Audio/Video Recording	\$	185
Instrument Cartage		300

\$

TOTAL

You have entered 84 characters.
 You have 666 characters left.

PROJECT BUDGET (total A through F above)

This total will be used to calculate the maximum dollar amount that can be funded.

\$
TOTAL

CASH MATCH

LIST ALL SOURCES (anticipated or confirmed) of your cash match income. Do not include you GHAC grant request.

Admission / Fees

Grants / Donations

Government Support \$

Other \$

CASH MATCH \$
 (enter in #2 below)

IN KIND

LIST ALL DONATED MATERIALS (other than cash) i.e., volunteer time, supplies, location, printing, etc., and the values.

<input type="text" value="Conductor"/>	\$ <input type="text" value="3,000"/>
	TOTAL
<input type="text" value="Musicians"/>	\$ <input type="text" value="15,000"/>
	TOTAL
<input type="text" value="Administrative"/>	\$ <input type="text" value="900"/>
	TOTAL
<input type="text" value="Soloists"/>	\$ <input type="text" value="800"/>
	TOTAL
<input type="text"/>	\$ <input type="text"/>
	TOTAL
	\$ <input type="text" value="19,700"/>
	TOTAL

IN KIND
 (enter in #3 below)

FINAL TOTALS (from each category above)

#1. PROJECT BUDGET \$
 TOTAL

#2. minus CASH MATCH \$
 TOTAL

#3. minus IN KIND \$
 TOTAL

UNFUNDED BALANCE \$
 TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED: \$
 TOTAL

APPLICATION REQUIREMENTS CHECKLIST:

10 copies (original plus 9 copies)
 (please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If Applicable
 One Artistic Sample Enclosed
 (required if project includes creation of new work by professional artist)

check one:

- video
- audio cassette
- compact disc
- slides (max 5)
- sample publication (min 3 - 5 max)
- photographs of work (preferred)

- do not return samples
- return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement

If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Grant contract. Reimbursement requests must be submitted by December 1st, unless prior authorization received by the GHAC.

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

Louie Labayen

Grant application completed by

253-225-3419

Telephone No.

Louie Labayen

Authorized by (print name, and sign and date below)


Signature

1/19/2007
Date

DO NOT EMAIL THIS FORM - PRINT OUT THIS FORM AND SIGN. MAKE 9 COPIES AND SUBMIT WITH ORIGINAL SIGNED FORM (10 copies total) TO CITY OF GIG HARBOR ARTS COMMISSION, ATTN: MAUREEN WHITAKER, 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335

FOR QUESTIONS, PLEASE CALL: 253-851-6170, EXT. 233

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

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA COMMUNITY CHORUS, a 501C-3 non-profit corporation of Washington, PO Box 1461, Gig Harbor, WA, 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 Dollars and no cents (\$2,000.00) be given to the PCC to pay for a Spring and Holiday Concert 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 Dollars and no cents (\$2,000.00) in funding to PCC to perform the following activities and no others:

Professional fees and costs associated with the development, promotion/marketing, venue rental, musical/equipment costs, and production of the Spring Concert: May 2007 and Holiday Concert: Nov/Dec 2007 to be held at the First Methodist Church in Gig Harbor.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 Dollars and no cents (\$2,000.00) and will be paid upon receipt of invoice after services have been rendered. PCC shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

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 produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that 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 _____, 2007.

THE CITY OF GIG HARBOR

PENINSULA COMMUNITY CHORUS

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submit. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maure Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. **DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM.** Completed applications must be received by the postmark deadline of January 19, 2007 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:

Developing Direct Access to Local Arts Through Community Partnership
--

Total Grant Amount Requested:

\$2,477.50

Fiscal/Grant Year:

2007

Date of Event(s):

Spring Concert: May 2007 and Holiday Concert Nov/Dec 2007

Legal Name of Organization or Individual:

First Name	Mariei
------------	--------

Last Name	Kraus
-----------	-------

Organization	Peninsula Community Chorus
--------------	----------------------------

Address:

Address	P.O. Box 1461
---------	---------------

Address (cont.)	
-----------------	--

City	Gig Harbor
------	------------

State/Province	WA
----------------	----

Zip/Postal Code	98335
-----------------	-------

Contact Person and Title:

First Name	Mariei
------------	--------

Last Name	Kraus
-----------	-------

Title	Vice President, Board of Directors
-------	------------------------------------

Contact Person Telephone & E-mail:Work Phone E-mail **Address Information:**Address Address (cont.) City State Zip Code **Project Summary** - Include a brief project description and location as applicable:
(restricted to 750 characters including spaces and punctuation)

Peninsula Community Chorus (PCC) produces two performances per year, a holiday concert and a spring concert. The spring concert is scheduled in May of 2007. As always, PCC plans to be able to hire quality local and regional musicians to accompany the chorus. This year, PCC plans on establishing patronage and local business sponsorship to build stronger community relations and to increase revenue for further organization development and program enrichment. This will provide more opportunities for hiring high caliber and diverse musicians; to educate and enrich our community; increase concert attendance; elevate the arts community in Gig Harbor; and provide a cultural experience without having to leave the peninsula. *Events to be held at the First United Methodist Church in Gig Harbor.*

You have entered 728 characters.

You have 22 characters left.

Project Narrative

- 1. ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

Peninsula Community Chorus was organized in the 1950s and became incorporated as a non-profit organization in the early 1990s. Many of the members have been with PCC for over 20 years and enthusiastically welcome new members and provide mentorship to new singers. Membership is open to the community without auditions. The only requirements are the love of music, a desire to express that passion through performance, nominal dues, the cost of sheet music, and attendance at weekly rehearsals. PCC's goal is to provide the community with diverse learning opportunities through entertainment and to build pride in the arts and talents that Gig Harbor has to offer. Presentation of concerts locally - at low cost gives direct access to local arts.

You have entered 746 characters.
You have 4 characters left.

2. **PURPOSE OF REQUEST ~ GOALS AND OUTCOMES:** How will this project increase general public access in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project? (restricted to 750 characters including spaces and punctuation)

PCC plans on embarking on marketing and public relations campaign this year, focusing on building community support through local business sponsorship and private community patronage. A grant of \$2,477.50, would provide a major portion of the funds necessary to pay for advertising and materials to invite Gig Harbor residents to become patrons of PCC through mailings, newspaper announcements and also at local public venues. New revenue will pay for musical accompaniment and campaign costs. Successful outcome of this campaign will be evident by new partnership with local businesses and private patrons, and an increase in concert attendance. Patronage and increased ticket sales will generate funds for operating costs and further development.

You have entered 749 characters.
You have 1 characters left.

3. **ORGANIZATIONAL CAPACITY:** Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume. (restricted to 525 characters including spaces and punctuation)

PCC's newly elected board members bring new ideas and energy to the organization as well as professional and prior experience, which will help in launching new campaigns and community outreach activities. Our members are devoted to their art and community. With six decades of commitment to Gig Harbor through affordable high-quality entertainment and participation in the annual Christmas Tree Lighting Ceremony at Jerisich Park, PCC is already a recognized community asset worthy of continued support.

You have entered 505 characters.
You have 20 characters left.

4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications. (restricted to 525 characters including spaces and punctuation)

Not Applicable.

You have entered 15 characters.

You have 510 characters left.

TOTAL PROJECT BUDGET

All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

a) Personnel - Salaries/professional fees (indicate rate of pay)
(restricted to 250 characters including spaces and punctuation)

Musical Director: \$1,500.00; Pianist: \$900.00;
Projected Guest Musicians:\$1,000.00

\$ 3,400.00
TOTAL

You have entered 82 characters.

You have 168 characters left.

b) Supplies / Materials
(restricted to 250 characters including spaces and punctuation)

Administrative Photocopies: \$200.00; Postage:
\$300.00; Paper: \$100.00

\$ 600.00
TOTAL

You have entered 69 characters.

You have 181 characters left.

c) Space Rental
(restricted to 250 characters including spaces and punctuation)

Rehearsal and Performance Venue (expected donation) \$500.00;
Post Office Box \$200.00; Web Hosting Fee \$150.00

\$ 850.00
TOTAL

You have entered 113 characters.
You have 137 characters left.

d) Marketing / Promotion
(restricted to 250 characters including spaces and punctuation)

Newspaper Ads: \$800.00; Flyers and Posters: \$100.00;
Performance Tickets: \$10.00; Concert Programs: \$150.00; Postage: \$500.00;
Envelopes, Letterhead, Business Cards: \$500.00;
Projected printing costs for marketing campaign is approx. \$1,000.00.

\$ 3,060.00
TOTAL

You have entered 250 characters.
You have 0 characters left.

e) Travel (who & where)
(restricted to 250 characters including spaces and punctuation)

Not Applicable

\$ 0.00
TOTAL

You have entered 14 characters.
You have 236 characters left.

f) Other Expenses (Identify here)
(restricted to 750 characters including spaces and punctuation)

Annual State fees for Non-Profit Organization status:
\$10.00; Liability Insurance \$275.00.

\$ 285.00
TOTAL

You have entered 92 characters.
You have 658 characters left.

PROJECT BUDGET (total A through F above)
This total will be used to calculate the maximum
dollar amount that can be funded.

\$ 8,195.00
TOTAL

CASH MATCH

LIST ALL SOURCES (anticipated or confirmed) of your cash match income. Do not include you GHAC grant request.

Admission / Fees \$ 2,280.00

Grants / Donations \$ 750.00

Government Support \$ 0.00

Other \$ 210.00

CASH MATCH \$ 3,240.00
(enter in #2 below)

IN KIND

LIST ALL DONATED MATERIALS (other than cash) i.e., volunteer time, supplies, location, printing, etc., and the values.

\$ 0.00

TOTAL

\$ 0.00

TOTAL

\$ 0.00

TOTAL

\$ 0.00

TOTAL

\$ 0.00

TOTAL

IN KIND
(enter in #3 below)

\$ 0.00
TOTAL

FINAL TOTALS (from each category above)

#1. PROJECT BUDGET \$ 8,195.00
TOTAL

#2. minus CASH MATCH \$ 3,240.00
TOTAL

#3. minus IN KIND \$ 0.00
TOTAL

UNFUNDED BALANCE \$ 4,955.00
TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED: \$ 2,477.50
TOTAL

APPLICATION REQUIREMENTS CHECKLIST:

10 copies (original plus 9 copies)
(please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If Applicable
One Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one:

- video
- audio cassette
- compact disc
- slides (max 5)
- sample publication (min 3 - 5 max)
- photographs of work (preferred)

- do not return samples
- return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement
If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Grant contract. Reimbursement requests must be submitted by December 1st, unless prior authorization received by the GHAC.

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 or 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

Mariel C. Kraus, PCC Board - Vice President

Grant application completed by

H: 858-4847; C: 651-3421; Wk: 851-54

Telephone No.

PCC Board Of Directors

Authorized by (print name, and sign and date below)

Mariel C. Kraus
Signature

1/19/07
Date

DO NOT EMAIL THIS FORM - PRINT OUT THIS FORM AND SIGN. MAKE 9 COPIES AND SUBMIT WITH ORIGINAL SIGNED FORM (10 copies total) TO CITY OF GIG HARBOR ARTS COMMISSION, ATTN: MAUREEN WHITAKER, 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335 FOR QUESTIONS, PLEASE CALL: 253-851-6170, EXT. 233

created by Maureen Whitaker
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Revised: 12/20/06

RECEIVED

JAN 19 2007

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

January 19,2007

Maureen Whittaker
City of Gig Harbor Arts Commission
3510 Grandview Street
Gig Harbor, WA 98335

Re: Attachment to 2007 Grant request by Peninsula Community Chorus in response to Project Narrative – Organizational Background section of application

Dear Ms. Whittaker and Grant Committee,

The following is a the list of officers serving on the Peninsula Community Chorus Board of Directors – newly elected:

President	Joseph Phillips
Vice President	Mariel C. Kraus
Treasurer	Cheri Star
Secretary	Gretchen Russell
Member-at-Large	Tim Flynn

Please call me if you need additional information on my cell phone, (253) 651-3421 or leave a message on my home voice mail, 858-4847. Thank you for the opportunity to apply for this much needed grant.

Regards,


Mariel C. Kraus

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

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the GIG HARBOR QUILT FESTIVAL, a 501C-3 non-profit corporation of Washington, 5114 Pt. Fosdick Drive, #E, PMB 17, Gig Harbor, WA, 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 Two Thousand Dollars and no cents (\$2,000.00) be given to the GHQF to pay for the Gig Harbor Quilt Festival "Improvisation – Thinking Outside the Box" Quilt Challenge 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 Two Thousand Dollars and no cents (\$2,000.00) in funding to GHQF to perform the following activities and no others:

Professional fees and costs associated with the development, promotion/marketing, venue rental, musical/equipment costs, and production of the Gig Harbor Quilt Festival "Improvisation-Thinking Outside the Box" Quilt Challenge on September 28-October 31, 2007 to be auctioned at Canterwood in Gig Harbor.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 Two Thousand Dollars and no cents (\$2,000.00) and will be paid upon receipt of invoice after services have been rendered.

GHQF shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

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 produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that 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 ___th day of _____, 2007.

THE CITY OF GIG HARBOR

GIG HARBOR QUILT FESTIVAL

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. **DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM.** Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:

GH Quilt Festival "Improvisation - Thinking Outside The Box" Quilt Challenge

RECEIVED

Total Grant Amount Requested:

\$2,500.00

JAN 18 2007

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

Fiscal/Grant Year:

2007

Date of Event(s):

September 28 - October 31, 2007

Legal Name of Organization or Individual:

First Name

Last Name

Organization Gig Harbor Quilt Festival

Address:

Address 5114 Pt. Fosdick NW #E, PMB 17

Address (cont.)

City Gig Harbor

State/Province Washington

Zip/Postal Code 98335-1735

Contact Person and Title:

First Name Vicki

Last Name Gleason

Title Treasurer

Contact Person Telephone & E-mail:

Work Phone (253) 858-8777 Ext. 27

E-mail rvglea@centurytel.net

Address Information:

Address 5114 Pt. Fosdick NW #E; PMB 17

Address (cont.)

City Gig Harbor

State Washington

Zip Code 98335-1735

**Project Summary - Include a brief project description and location as applicable:
(restricted to 750 characters including spaces and punctuation)**

New in 2007 is the GHQF quilt challenge titled "Improvisation - Thinking Outside The Box". Regional quilt & fiber artists of all skill levels will be invited to design a quilted hanging. Letters will be sent to known artists & GHQF will visit regional quilt guilds giving a presentation inviting members to participate in this challenge reaching over 800 quilters. Participants will be asked to donate their work to be auctioned at Canterwood on 9/29/07 with over 100 in attendance. The money raised will be donated to breast cancer charities. The Challenge Quilts will be displayed in Oct. at the Peninsula Library with hundreds of adults & children viewing daily. GHQF will have fiber artist Heidi Lund present a workshop at Canterwood 9/28/07.

You have entered 748 characters.

You have 2 characters left.

Project Narrative

- 1. ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

Gig Harbor Quilt Festival began in 2000 to raise money for breast cancer charities by promoting quilting as an art form & providing educational workshops to the public. We continue this committment donating 100% of the monies we raise at our auction to selected local charities. We are proud to have donated over \$110,000 in 6 years for breast cancer. Our goal in 2007 is to showcase quilted art publically to increase awareness as an art form & continue to raise money for breast cancer. Ticket sales for the events will cover the venue costs & aren't intended for fundraising. Mission: "GHQF is a non-profit org. whose mission is to support breast cancer charities through NW community wide events that celebrate & share the art of quilting".

You have entered 745 characters.

You have 5 characters left.

2. PURPOSE OF REQUEST ~ GOALS AND OUTCOMES: How will this project increase general public access

in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?
(restricted to 750 characters including spaces and punctuation)

The purpose of our request this year is to enable us to advertise, market, & promote the GHQF Workshop, Quilt Challenge, & Auction event. This increased marketing & promotion will attract new quilt & fiber artists & increase public awareness of the Challenge Quilts displayed during the month of October at the Peninsula Library. GHQF hangs the quilts on rods from the ceiling to transform the library into a colorful quilt show. A notebook documenting the Festival & quilts is available for comments.
An added benefit of the marketing will be increased attendance for our Quilt Auction at Canterwood 9/29/07, therefore fulfilling our goal of raising money for breast cancer & promoting quilting as an art form.

You have entered 714 characters.

You have 36 characters left.

3. ORGANIZATIONAL CAPACITY: Why you are well-positioned to implement this proposal request.
Attach a current board of directors list. If an individual, attach a resume.
(restricted to 525 characters including spaces and punctuation)

Gig Harbor Quilt Festival 2007 Board

<u>Title</u>	<u>Name</u>
President	Janey Aiken
Vice President	Pete Gaunce
Treasurer	Vicki Gleason
Board	Delaine Gately
Board	Lucy Rau
Secretary	Patti Vincent

GHQF has conducted the Quilt Auction & Workshops for 6 years. With this experience in coordinating such events we feel well positioned to deal efficiently with the 2007 events. GHQF meets monthly. We are all volunteers, passionate about quilting as an art form in addition to interest in fighting breast cancer. The committee critiques the Festival events each year with feedback. Decisions are made for improvements from this feedback each year. We always encourage event attendees to join our group of GHQF volunteers.

More information on our website: www.gigharborquiltfestival.org

You have entered 520 characters.

You have 5 characters left.

4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.
(restricted to 525 characters including spaces and punctuation)

You have entered 0 characters.

You have 525 characters left.

TOTAL PROJECT BUDGET

All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

- a) **Personnel - Salaries/professional fees (indicate rate of pay)**
(restricted to 250 characters including spaces and punctuation)

Workshop Fiber Artist Instructor Fee: \$650.00
 Speaker Fee for Silent Auction Event: \$500.00

\$ 1150.00
 TOTAL

You have entered 91 characters.
 You have 159 characters left.

b) Supplies / Materials
 (restricted to 250 characters including spaces and punctuation)

Color Challenge Supplies:
 (Promotional & Information Copies, Display Supplies,
 Postage, & Awards):\$300
 Supplies for Workshop: Copies, Postage \$150
 Silent Auction Exp:
 (Copies, Postage, Dessert Frenzy Envelopes, Confirmation
 Mailing) \$250

\$ 700.00
 TOTAL

You have entered 237 characters.
 You have 13 characters left.

c) Space Rental
 (restricted to 250 characters including spaces and punctuation)

Workshop Space Rental at Canterwood: \$100.00
 Canterwood Space Rental for Silent Auction Event:
 \$700.00

\$ 800.00
 TOTAL

You have entered 143 characters.

You have 107 characters left.

d) Marketing / Promotion

(restricted to 250 characters including spaces and punctuation)

Advertisement: Peninsula Gateway; News Tribune; Quilter's
 Newsletter \$3600
 Posters: Includes Artist In Kind Donation \$800
 Printing: Includes Multicare Printing Donation \$2750
 Website: Includes donated web design \$600

\$
 TOTAL

You have entered 249 characters.

You have 1 characters left.

e) Travel (who & where)

(restricted to 250 characters including spaces and punctuation)

Heidi Lund: Workshop fiber artist Instructor
 (Mileage-100+ miles (approx.) @ 0.485/mile)

\$
 TOTAL

You have entered 88 characters.

You have 162 characters left.

f) Other Expenses (Identify here)

(restricted to 750 characters including spaces and punctuation)

Credit Card Bank Fees: \$400
 Insurance: \$275
 License: \$10
 Lodging for Instructor: \$200
 Luncheon for Workshop Participants: \$400
 Luncheon for Silent Auction Attendees: \$2800
 Misc Office Supplies: (Files, Copies, Forms) \$300
 Mail Box Rental: \$155
 Postage: \$100

4640.00

\$
TOTAL

You have entered 257 characters.
You have 493 characters left.

PROJECT BUDGET (total A through F above)

\$15,090.00
TOTAL

This total will be used to calculate the maximum dollar amount that can be funded.

CASH MATCH

LIST ALL SOURCES (anticipated or confirmed) of your cash match income. Do not include you GHAC grant request.

Admission / Fees \$ 1475.00
 Grants / Donations \$ 1000.00
 Government Support \$
 Other \$

CASH MATCH \$ 2475.00
(enter in #2 below)

IN KIND

LIST ALL DONATED MATERIALS (other than cash) i.e., volunteer time, supplies, location, printing, etc., and the values.

Volunteers for Events: 450 hrs. @\$8/hr. \$ 3600.00
 Donated Office Supplies & Postage \$ 50.00
 TOTAL

Promotional:Poster art \$500; Website Design \$500	TOTAL \$ 1000.00
Multicare Donated Flyer Brochures & Printing	TOTAL \$ 2000.00
Workshop & Silent Auction Canterwood Luncheons	TOTAL \$ 3425.00
IN KIND (enter in #3 below)	TOTAL \$ 10075.00 TOTAL

FINAL TOTALS (from each category above)

#1. PROJECT BUDGET	\$ 15,090.00 TOTAL
#2. minus CASH MATCH	\$ 2,475.00 TOTAL
#3. minus IN KIND	\$ 10,075.00 TOTAL
UNFUNDED BALANCE	\$ 2,540.00 TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED: \$ 2,500.00
TOTAL

APPLICATION REQUIREMENTS CHECKLIST:

10 copies (original plus 9 copies)
(please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If Applicable
One Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one:

- video
- audio cassette
- compact disc
- slides (max 5)
- sample publication (min 3 - 5 max)
- photographs of work (preferred)

- do not return samples
- return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement
If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Grant contract. Reimbursement requests

must be submitted by December 1st, unless prior authorization received by the GHAC.

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 or 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

Vicki Gleason

Grant application completed by

(253) 858-8777 wk or 253 857-2672 hm

Telephone No.

Vicki Gleason

Authorized by (print name, and sign and date below)

Vicki Gleason
Signature

01-18-07
Date

DO NOT EMAIL THIS FORM - PRINT OUT THIS FORM AND SIGN. MAKE 9 COPIES AND SUBMIT WITH ORIGINAL SIGNED FORM (10 copies total) TO CITY OF GIG HARBOR ARTS COMMISSION, ATTN: MAUREEN WHITAKER, 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
FOR QUESTIONS, PLEASE CALL: 253-851-6170, EXT. 233

created by Maureen Whitaker
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Revised: 12/21/06

Please Note: Following we have included our application before editing for slightly more detail.
We have also included a budget with more detail breakdowns.

Project Title:
GHQF "Improvisation Thinking Outside The Box" Quilt Challenge

Project Summary:

New in 2007 is GHQF (Gig Harbor Quilt Festival) quilt challenge Titled "Improvisation Thinking Outside The Box." Local and regional quilters and fiber artists of all skill levels will be invited to interpret and design a quilted wall hanging. Letters will be sent to known quilt artists and GHQF will visit local and regional quilt guilds giving a short presentation to the members inviting them to participate in our quilt challenge. We speak to over 800 guild members. Participants will be asked to donate their work to be auctioned at Canterwood Golf and Country Club on Saturday September 29th 2007 with the money raised and donated to breast cancer charities. We anticipate over 100 people to attend our auction event. The complete collection of Challenge Quilts will be on display the month of October 2007, at the Peninsula Branch Library. Hundreds of adults and children will view our Challenge Quilts daily. In addition the GHQF has contracted renowned fiber artist Heidi Lund to present a one day workshop at Canterwood Golf and Country Club on Friday September 28th 2007.

Project Narrative:

The Gig Harbor Quilt Festival (GHQF) began in 2000 to raise money for breast cancer charities by promoting quilting as an art form and providing educational quilting workshops and classes to the public. We continue to be committed to donating 100% of the monies we raise at our auction to selected local and national breast cancer charities. We are proud of the fact that we have donated over \$110,00.00 in six years to breast cancer charities. Our goal in 2007 is to showcase our quilted art to the public to increase awareness of quilting as an art form and to continue to raise money for breast cancer charities. Ticket sales for the GHQF workshop and silent auction event will cover the cost of the venue and are not intended for fund raising. Our Mission Statement reads "Gig Harbor Quilt Festival is a non profit 501c3 Organization whose mission is to support breast cancer charities through northwest community wide events that celebrate and share the art of quilting."

Purpose of Request:

The purpose of our request this year is to enable us to advertise, market and promote the Gig Harbor Quilt Festival's workshop, Quilt Challenge, and Auction. This increased marketing and promotion will attract new quilt and fiber artists and increase public awareness of the Challenge Quilts on display at the Peninsula Library during the month of October 2007 the festival hangs the quilts on rods from the ceiling transforming the Library into a colorful quilt show. A notebook documenting the Festival and the quilts is made available for comments. Another benefit of marketing and promotions will be increased attendance for our Quilt Auction at Canterwood Golf and Country Club September 29th 2007 therefore fulfilling our goal of raising money for breast cancer charities and promoting quilting as an art form.

Organizational Capacity:

The Gig Harbor Quilt Festival has conducted the Quilt Auction and Workshop for six years with this experience in coordinating such an event we feel well positioned to deal efficiently and effectively with this years GHQF events. The GHQF meets monthly. We are all passionate about quilting as an art form and helping to fight breast cancer .In November the Festival committee critique's the past year's event, this includes feedback from participants both verbal and written. With this information we make decisions on improving the next year's festival. This year we have three new board members and three new committee members bringing us new and fresh ideas. We encourage people at all our events to join the Gig Harbor Quilt Festival. We are all volunteers.

Board Members:

Janey Aiken President

Pete Gaunce Vice President

Vicki Gleason Treasurer

Delaine Gately

Lucy Rau

Patti Vincent Secretary

Jody Whalen

Expenses:		Totals	
<u>Personnel:</u>			
Workshop Instructor Fiber Artist Fee	\$	650.00	
Speaker Fee for Silent Auction	\$	500.00	\$ 1,150.00
<u>Supplies/Materials:</u>			
Color Challenge Supplies: (Promotional & Informational Copies; Display Supplies; Postage; Awards)	\$	300.00	
Supplies/Materials for Workshop: Copies & Postage	\$	150.00	
Silent Auction Event Exp.: (Copies; Reservation Confirmation Supplies, Postage; Dessert Frenzy Envelopes)	\$	250.00	\$ 700.00
Space Rental for Workshop	\$	100.00	
Space Rental for Silent Auction Event	\$	700.00	\$ 800.00
<u>Marketing/Promotion:</u>			
Advertisement: Peninsula Gateway/News Tribune	\$	3,600.00	
Posters (Includes Artist In Kind Donation)	\$	800.00	
Printing(Includes Multicare Donation of Printing)	\$	2,750.00	
Website (Includes Donated Web Design Work)	\$	600.00	\$ 7,750.00
Travel: Instructor	\$	50.00	\$ 50.00
<u>Other Expenses:</u>			
Credit Card Bank Fees	\$	400.00	
Insurance	\$	275.00	
License	\$	10.00	
Lodging for Instructor	\$	200.00	
Luncheon For Workshop Participants	\$	400.00	
Luncheon For Silent Auction	\$	2,800.00	
Misc. Office Supplies: (Files;Copies,Etc.)	\$	300.00	
Mail Box Rental	\$	155.00	
Postage	\$	100.00	\$ 4,640.00
Project Budget		\$ 15,090.00	

Cash Match:

Workshop Fee: Facility Portion	\$	125.00
Workshop Fee: Class Fee	\$	650.00
Silent Auction Admission: Facility Portion	\$	700.00
Sponsors:		
Various Merchants & Sponsors	\$	1,000.00

Total Cash Match	\$ 2,475.00
-------------------------	--------------------

In Kind:

Volunteers for Events: 450 hours @ 8/hr	\$	3,600.00
Supplies: Donated Postage & Office Supplies	\$	50.00
<u>Promotional:</u>		
Artwork for Poster	\$	500.00
Website	\$	500.00
Multicare Brochures & Printing	\$	2,000.00
Other Expense:		
Luncheon for Workshop	\$	375.00
Luncheon for Silent Auction Event	\$	3,050.00

Total In Kind	\$ 10,075.00
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#1. Project Budget	\$ 15,090.00
#2. Minus Cash Match	\$ 2,475.00
#3. Minus In Kind	\$ 10,075.00
Unfunded Balance	\$ 2,540.00
Amount Requested	\$ 2,500.00

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

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the GIG HARBOR PENINSULA HISTORICAL SOCIETY, a 501C-3 non-profit corporation of Washington, PO Box 744, Gig Harbor, WA, 98335, (hereinafter "GHPHS"), for the distribution of Gig Harbor Arts Commission Project Grant Funds for the express purposes described in this agreement.

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

WHEREAS, the Gig Harbor Art Commission made a recommendation to the City Council that One Thousand Seven Hundred Dollars and no cents (\$1,700.00) be given to the GHPHS to pay for "A Day in the Life of a Gig Harbor Fisherman" Video Project and as further described in the grant application submitted by GHPHS, attached hereto as Exhibit A; and

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

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

Section 1. Scope of Activities. The City shall provide One Thousand Seven Dollars and no cents (\$1,700.00) in funding to GHPHS to perform the following activities and no others:

Production costs associated with the development of the video including editing, revisions and voiceovers. The video will be available for viewing in the theater of the Harbor History Museum and segments for the video can be viewed in the commercial fishing exhibit. Copies of the video will be provided to the City of Gig Harbor (marketing), Pierce County Library Peninsula Branch, local schools, and cable television stations.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

Section 3. Distribution and Payment. The total funding provided by the City to GHPHS under this Agreement shall not exceed One Thousand Seven Hundred Dollars and no cents (\$1,700.00) and will be paid upon receipt of invoice after services have been rendered. GHPHS shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

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

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

Section 6. Reporting. GHPHS agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

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

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

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

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

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

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

Section 12. Recipients of Gig Harbor Arts Commission grants must agree to add the City of Gig Harbor logo to any marketing and promotional materials generated as part of any activity or project funded through City of Gig Harbor Arts Commission grants. The City of Gig Harbor logo is a trademarked logo, available for use by permission of the City of Gig Harbor, and required as recognition for the City of Gig Harbor's support on any promotional material grant recipients produce. **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 _____, 2007.

THE CITY OF GIG HARBOR

GIG HARBOR PENINSULA HISTORICAL SOCIETY

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM. Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:

Total Grant Amount Requested:

Fiscal/Grant Year:

Date of Event(s):

Legal Name of Organization or Individual:

First Name

Last Name

Organization

Address:

Address

Address (cont.)

City

State/Province

Zip/Postal Code

Contact Person and Title:

First Name Last Name Title

Contact Person Telephone & E-mail:

Work Phone E-mail

RECEIVED

JAN 18 2007

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

Address Information:

Address	PO Box 744
Address (cont.)	
City	Gig Harbor
State	WA
Zip Code	98335

Project Summary - Include a brief project description and location as applicable:
(restricted to 750 characters including spaces and punctuation)

Gig Harbor commercial fishermen strive to continue the tradition of harvesting the sea, but fewer and fewer fishing boats line the harbor. The Historical Society is committed to helping share and preserve this important harbor heritage. Storytelling through the medium of video has captured the nation's attention. The Discovery Channel's "Deadliest Catch" mesmerizes audiences and serves as the blueprint for GHPHS's "A Day in the Life of a Gig Harbor Fisherman." In November 2006, videographer Chris Balliosotes filmed aboard a Gig Harbor purse seiner outside the mouth of the harbor. He interviewed the crew onboard and filmed the men at rest and hard at work. When completed, the 15-minute video will share their story for future generations.

You have entered 747 characters.
You have 3 characters left.

Project Narrative

1. **ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

The Gig Harbor Peninsula Historical Society (GHPHS) was founded in 1963, opened a museum in 1973, and was awarded 501(c)(3) public charity status in 1976. The mission of the society is to create opportunities to experience the heritage of the greater Gig Harbor communities. We do this by collecting, preserving, and sharing this area's history. The Society's programs include gallery exhibits reflecting the history of the harbor and its inhabitants, educational outreach to local schools (through our education coordinator), research assistance for individuals and local media, and community events like the Heritage Row and History Cruise promoting the peninsula's history.

The organization's current annual operating budget is just over \$250,000

You have entered 750 characters.

You have 0 characters left.

- 2. **PURPOSE OF REQUEST ~ GOALS AND OUTCOMES:** How will this project increase general public access in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project? (restricted to 750 characters including spaces and punctuation)

Funding is requested for production costs for the Society's video "A Day in the Life of a Gig Harbor Fisherman." Costs include editing, revisions, and voiceovers. The video will be available for viewing in the theater of the Harbor History Museum (opening early spring 2008) and segments of the video will be easily viewed in the commercial fishing exhibit. Copies of the video will be given to the City of Gig Harbor (marketing), Pierce County library Peninsula Branch, local schools, and cable television stations. Service groups and other community organizations will be able to check out the video for presentations. The video will be available for purchase in the museum gift shop.

Evaluation of the video will be based on visitor comments.

You have entered 746 characters.

You have 4 characters left.

- 3. **ORGANIZATIONAL CAPACITY:** Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume. (restricted to 525 characters including spaces and punctuation)

GPHS is well-positioned to undertake this project. Pre-production videotaping and interviews have already taken place. Society staff and volunteers are working closely with the videographer to create a story-telling experience in a vibrant, entertaining manner. Videographer Chris Ballasiotes has previously produced a video focused on the historic Midway School for us (DVD included in packet). The new Harbor History Museum will provide ample opportunities to view the proposed video within the galleries and elsewhere.

You have entered 522 characters.

You have 3 characters left.

- 4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications. (restricted to 525 characters including spaces and punctuation)

N/A

You have entered 3 characters.
You have 522 characters left.

TOTAL PROJECT BUDGET

All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

**a) Personnel - Salaries/professional fees (indicate rate of pay)
(restricted to 250 characters including spaces and punctuation)**

Videographer:			
location shoot	28 hr x	\$125/hr	\$3500
review/logging	5 hr x	\$125/hr	\$ 625
copy/script	4 hr x	\$125/hr	\$ 500
edit/voice	30 hr x	\$125/hr	\$3750
revision	4 hr x	\$125/hr	\$ 625
authoring	6 hr x	\$125/hr	\$ 750

\$ 9,750

TOTAL

You have entered 247 characters.
You have 3 characters left.

**b) Supplies / Materials
(restricted to 250 characters including spaces and punctuation)**

N/A

\$ -0-

TOTAL

You have entered 3 characters.
You have 247 characters left.

c) Space Rental

(restricted to 250 characters including spaces and punctuation)

N/A

\$ -0-

TOTAL

You have entered 3 characters.
You have 247 characters left.

d) Marketing / Promotion

(restricted to 250 characters including spaces and punctuation)

N/A

\$ -0-

TOTAL

You have entered 3 characters.

You have 247 characters left.

e) Travel (who & where)

(restricted to 250 characters including spaces and punctuation)

N/A

\$ -0-

TOTAL

You have entered 3 characters.

You have 247 characters left.

f) Other Expenses (Identify here)

(restricted to 750 characters including spaces and punctuation)

N/A

\$ -0-

TOTAL

You have entered 3 characters.

You have 747 characters left.

PROJECT BUDGET (total A through F above)

This total will be used to calculate the maximum dollar amount that can be funded.

\$9,750

TOTAL

CASH MATCH

LIST ALL SOURCES (anticipated or confirmed) of your cash match income. Do not include your GHAC

grant request.

Admission / Fees \$ -0-

Grants / Donations \$ 7,750

Government Support \$ -0-

Other \$ -0-

CASH MATCH \$ 7,750

(enter in #2 below)

IN KIND

LIST ALL DONATED MATERIALS (other than cash) i.e., volunteer time, supplies, location, printing, etc., and the values.

<input type="text"/>	\$ <input type="text"/>	
		TOTAL
<input type="text"/>	\$ <input type="text"/>	
		TOTAL
<input type="text"/>	\$ <input type="text"/>	
		TOTAL
<input type="text"/>	\$ <input type="text"/>	
		TOTAL
<input type="text"/>	\$ <input type="text"/>	
		TOTAL
		TOTAL
	\$ -0-	TOTAL

IN KIND
(enter in #3 below)

FINAL TOTALS (from each category above)

#1. PROJECT BUDGET \$ 9,750
TOTAL

#2. minus CASH MATCH \$ 7,750
TOTAL

#3. minus IN KIND \$ -0-
TOTAL

UNFUNDED BALANCE \$ 2,000
TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED: \$ 2,000
TOTAL

APPLICATION REQUIREMENTS CHECKLIST:

10 copies (original plus 9 copies)
(please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If Applicable
One Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one:

- video DVD
- audio cassette

- compact disc
- slides (max 5)
- sample publication (min 3 - 5 max)
- photographs of work (preferred)

- do not return samples
- return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement

If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Grant contract. Reimbursement requests must be submitted by December 1st, unless prior authorization received by the GHAC.

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:

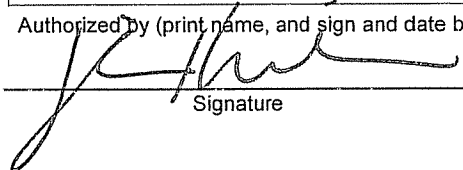
- a) The Civil Rights Act of 1991, which prohibits discrimination on the basis or race, national origin or color; and
- b) Title IX of the Education Amendments of 1972 which prohibits sex discrimination in education programs or activities; and
- c) The Americans with Disabilities Act of 1990, which requires that all persons be given equal opportunity to participate in programs or services of the organization.

Agreed

Victoria Blackwell
Grant application completed by

253-858-6722
Telephone No.

Jennifer Kilmer
Authorized by (print name, and sign and date below)


Signature

1/17/07
Date

DO NOT EMAIL THIS FORM - PRINT OUT THIS FORM AND SIGN. MAKE 9 COPIES AND SUBMIT WITH ORIGINAL SIGNED FORM (10 copies total) TO CITY OF GIG HARBOR ARTS COMMISSION, ATTN: MAUREEN WHITAKER, 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335 FOR QUESTIONS, PLEASE CALL: 253-851-6170, EXT. 233

Board of Trustees 2006

Gig Harbor Peninsula Historical Society & Museum

<u>Position</u>	<u>Name</u>
President	Walt Smith
Vice President	Richard Pifer
Treasurer	Carol Gorman
Secretary	John Holmaas
Position 1	Linda McCowen
Position 2	Jannae Jolibois
Position 3	Jeff Greene
Position 4	Lisa Tallman
Position 5	Jim Borgen
Position 6	Mark Caviness
Position 7	Jan Vance
Position 8	Beth Perrow
Position 9	Nick Tarabochia
Position 10	Bob Sullivan
Position 11	Ron Robertson
Position 12	Cheri Johnson

Chris Ballasiotes

Video Director Producer

Chris Ballasiotes is a marketing communications professional with over 25 years of experience developing and creating award winning print, broadcast, video and multimedia communications for corporate, education and non-profit clients.

During the early part of his career he was an executive in the world of corporate advertising and marketing, managing multi-million dollar ad budgets, media and creative types. As his experience and time progressed he found that he liked working with creative types and the creative process much more than wearing business suits and conducting client meetings. He reinvented himself and started working as a creative marketing professional where he has honed his creative skills and ideas with cameras, various software packages, lights and the occasional pencil.

His extensive list of recent video credits and clients include: MultiCare Health System, Gig Harbor YMCA, Milgard Windows, World Vision, St Nicholas Catholic Church, Young Life, EdGate, Cutters Point Coffee, and Bargreen-Ellingson Restaurant Supply. Letting the video tell the story and using words when necessary is the hallmark of his production and shooting style. His company and studios are located on Fox Island near Gig Harbor, Washington.

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

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA ART LEAGUE, a 501C-3 non-profit corporation of Washington, PO Box 1422, Gig Harbor, WA, 98335, (hereinafter "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 One Thousand Five Hundred Dollars and no cents (\$1,500.00) be given to the PAL to pay for the Annual PAL Open Juried Art Exhibition and Workshop 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 One Thousand Five Dollars and no cents (\$1,500.00) in funding to PAL to perform the following activities and no others:

Professional fees and costs associated with the 3-day workshop and the development, promotion/marketing/advertising for the month long 70-piece exhibition at the Harbor Gallery from May 3-31, 2007.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 One Thousand Five Hundred Dollars and no cents (\$1,500.00) and will be paid upon receipt of invoice after services have been rendered. PAL shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

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 produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that 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 _____, 2007.

THE CITY OF GIG HARBOR

PENINSULA ART LEAGUE

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. **DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM.** Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:**Total Grant Amount Requested:****Fiscal/Grant Year:****Date of Event(s):****Legal Name of Organization or Individual:**First Name Last Name Organization **Address:**Address Address (cont.) City State/Province Zip/Postal Code **Contact Person and Title:**First Name Last Name Title

Contact Person Telephone & E-mail:Work Phone E-mail **Address Information:**Address Address (cont.) City State Zip Code **Project Summary** - Include a brief project description and location as applicable:
(restricted to 750 characters including spaces and punctuation)

The Peninsula Art League requests a grant for a month long art show at Harbor Gallery May 3 - 31, 2007. Exhibition of 70 pieces of juried artwork giving local and regional artists an opportunity to exhibit at regional level.

Juror will be Jim Lamb, artist, teacher and juror at national level. He will also be conducting a 3-day workshop.

The exhibit and workshop will promote Gig Harbor and its art community in the Northwest and beyond and attract artists and art connoisseurs from outside the area.

Artists will be painting in and around the Gig Harbor area.

You have entered 573 characters.

You have 177 characters left.

Project Narrative**1. ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

The Peninsula Art League was founded in 1980 by a small group of local artists to promote visual arts and exhibit opportunities in the Gig Harbor area. PAL has sponsored the Gig Harbor Arts Festival, supported arts in the local high schools with annual scholarships, held quarterly member exhibitions, held workshops and promoted educational forums at monthly meetings that are open to the general public.

The regional exhibition is to attract a high caliber of artists to this area. This show has drawn such artists and visitors from Washington and surrounding areas as its reputation is growing and we are receiving inquiries early as many artists from outside the area are beginning to look forward to participating.

You have entered 724 characters.
You have 26 characters left.

2. **PURPOSE OF REQUEST ~ GOALS AND OUTCOMES:** How will this project increase general public access in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project? (restricted to 750 characters including spaces and punctuation)

Many artists are coming into Gig Harbor to see what the city has to offer because they know about the regional show. Visitors have also seen advertisements outside the area and come to Gig Harbor to see the show, including visitors from outside the state.

The exhibit will be open to the public 7 days a week and a reception will be held which is open to the general public on the First Saturday Gallery Artwalk. This show will be advertised locally and regionally.

Accepted artists from out of the area usually come to see this exhibit bringing their friends and family.

This type of prestigious show raises the level of artistic quality in the Harbor and sets goals for the local artists.

You have entered 701 characters.
You have 49 characters left.

3. **ORGANIZATIONAL CAPACITY:** Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume. (restricted to 525 characters including spaces and punctuation)

PAL has an experienced and active membership with a proven record of successfully planning, organizing and executing art events in Gig Harbor.

I assisted PAL's 2005 Open Show Chair, was PAL's 2006 Open Show Chair and was also Co-Chair of the Northwest Watercolor Society's 2006 Open Show and am Chair of their 2007 Open Show to be held in Mercer Island.

I have served on the Boards of PAL, NWS and Seattle Calligraphy Society and was assistant to the Chair of the Gig Harbor Arts Festival for several years.

You have entered 515 characters.
You have 10 characters left.

4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications. (restricted to 525 characters including spaces and punctuation)

Artists whose works will be in the exhibit will be selected from slides that are mailed in. The slides will be shipped to the juror, who will then make a selection of 70 paintings to be in the show.

You have entered 199 characters.
You have 326 characters left.

TOTAL PROJECT BUDGET

All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

a) Personnel - Salaries/professional fees (indicate rate of pay)
(restricted to 250 characters including spaces and punctuation)

\$ 300 - Juror's Fee
\$ 2,500 - Instructor's Fee
\$ 125 - Meal Allowance (\$25 per day/5 days)
\$ 500 - Motel (\$100 per day/5 days)

\$ 3,425.00
TOTAL

You have entered 141 characters.
You have 109 characters left.

b) Supplies / Materials
(restricted to 250 characters including spaces and punctuation)

\$ 250.00 - Show Catalogues
\$ 372.21 - Prospectus printing & Mailing
\$ 50.00 - Certificates

\$ 672.21
TOTAL

You have entered 97 characters.
You have 153 characters left.

c) Space Rental
(restricted to 250 characters including spaces and punctuation)

\$ 150 - Donna Trent's Studio (\$50 per day/3 days)

\$ 150.00
TOTAL

You have entered 50 characters.
You have 200 characters left.

d) Marketing / Promotion
(restricted to 250 characters including spaces and punctuation)

\$ 700 - 1,500 Postcards & Rack Cards

\$ 160 - Postage

\$ 227 - Website PDF for Prospectus

\$ 1,087.00
TOTAL

You have entered 93 characters.
You have 157 characters left.

e) Travel (who & where)
(restricted to 250 characters including spaces and punctuation)

\$ 75.00 - Juror & Instuctor

To and from Renton/Gig Harbor and driving locally

\$ 75.00
TOTAL

You have entered 80 characters.
You have 170 characters left.

f) Other Expenses (Identify here)
(restricted to 750 characters including spaces and punctuation)

\$ 150.00 - Reception

\$ 2,600.00 - Awards: \$1,000 - Best of Show
 \$ 700 - 1st Place
 \$ 500 - 2nd Place
 \$ 200 - 3rd Place
 \$ 100 - Honorable Mention
 \$ 100 - Honorable Mention

\$ 2,750.00
 TOTAL

You have entered 295 characters.
 You have 455 characters left.

PROJECT BUDGET (total A through F above)
 This total will be used to calculate the maximum dollar amount that can be funded.

\$ 8,159.21
 TOTAL

CASH MATCH

LIST ALL SOURCES (anticipated or confirmed) of your cash match income. Do not include you GHAC grant request.

Admission / Fees \$ 5,625.00

Grants / Donations \$

Government Support \$

Other \$

CASH MATCH

(enter in #2 below)

\$ 5,625.00

IN KIND

LIST ALL DONATED MATERIALS (other than cash) i.e., volunteer time, supplies, location, printing, etc., and the values.

Chairperson's time at \$15 per hour (30 hours)	\$ 450.00
	TOTAL
	\$
	TOTAL
	\$
	TOTAL
	\$
	TOTAL
	\$
	TOTAL

IN KIND
(enter in #3 below)

TOTAL
\$ 450.00
TOTAL

FINAL TOTALS (from each category above)

#1. PROJECT BUDGET \$ 8,159.21
TOTAL

#2. minus CASH MATCH \$ 5,625.00
TOTAL

#3. minus IN KIND \$ 450.00
TOTAL

UNFUNDED BALANCE \$ 2,084.21
TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED: \$ 1,500.00
TOTAL

APPLICATION REQUIREMENTS CHECKLIST:

10 copies (original plus 9 copies)
(please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If Applicable
One Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one:

- video
- audio cassette
- compact disc
- slides (max 5)
- sample publication (min 3 - 5 max)
- photographs of work (preferred)

- do not return samples
- return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement

If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Grant contract. Reimbursement requests must be submitted by December 1st, unless prior authorization received by the GHAC.

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

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

This Agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the PENINSULA UNITED MUSIC ASSOCIATION, a 501C-3 non-profit corporation of Washington, PO Box 2034, Gig Harbor, WA, 98335, (hereinafter "PUMA"), 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 PUMA to pay for Tenth Annual Nancy Bare Student Recognition Recital and as further described in the grant application submitted by PUMA, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to PUMA 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 PUMA to perform the following activities and no others:

Professional fees and costs associated with the development, promotion/marketing, venue rental, music/equipment costs, and production of the Tenth Annual Nancy Bare Student Recognition Recital on May 4, 2007 held at the Agnes Dei Lutheran Church in Gig Harbor.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 PUMA under this Agreement shall not exceed One Thousand Dollars and no cents (\$1,000.00) and will be paid upon receipt of invoice after services have been rendered. PUMA shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. PUMA 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 PUMA 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. PUMA 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. PUMA agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that PUMA 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 PUMA to recover said funds, in addition to all of the City's other available remedies at law.

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

Section 9. Indemnification. PUMA 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 PUMA 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 PUMA to enforce any of the terms of this Agreement and the City prevails in such lawsuit, PUMA 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 _____, 2007.

THE CITY OF GIG HARBOR

PENINSULA UNITED MUSIC ASSOCIATION

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GRANT APPLICATION

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM. Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

Project Title:

Tenth Annual Nancy Jane Bare Student Recognition Recital

Total Grant Amount Requested:

\$1000.00

Fiscal/Grant Year:

2007

Date of Event(s):

March 31 and May 4, 2007

Legal Name of Organization or Individual:

City Name:

County Name:

Organization Name: Peninsula United Music Association (P

Address:

Address: PO Box 2034

City: Gig Harbor

State: WA

Zip: 98335

Contact Person and Title:

Name:
 Surname:
 Title:

Contact Person Telephone & E-mail:

Phone:
 E-mail:

Address Information:

Address:
 Address (cont.):
 City:
 State:
 Zip Code:

Project Summary - Include a brief project description and location as applicable:
 (restricted to 750 characters including spaces and punctuation)

PUMA requests support in concert production of the Tenth Annual Nancy Jane Bare Student Recognition Recital to be held Friday, May 4, 2007, 7:30pm at the Agnus Dei Lutheran Church here in Gig Harbor. This concert is open to high school students residing within the boundaries of the Peninsula and South Kitsap School Districts and is an opportunity for outstanding young musicians to compete and be recognized for their achievements. This is the fourth concert in PUMA's 2006-2007 concert series.

You have entered 498 characters.
 You have 252 characters left.

Project Narrative

1. **ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

The four concerts that PUMA presents each year is a twenty year tradition that provides the population of Gig Harbor Peninsula access to live classical chamber music performances. PUMA's two part mission is to enrich the Peninsula area with chamber music performances by the most distinguished artists of the Puget Sound area and to honor our outstanding high school musicians by presenting them in recital. From its inception in 1986 PUMA has presented hundreds of the regions finest professional vocalists, instrumentalists, and ensembles. PUMA, a 501(c)(3) nonprofit organization, recieves consistent praise from audience members on the quality of the performers and the enjoyment received from the live concert experience. (see season brochure)

You have entered 749 characters.
You have 1 characters left.

2. PURPOSE OF REQUEST ~ GOALS AND OUTCOMES: How will this project increase general public access

in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project?
(restricted to 750 characters including spaces and punctuation)

The annual student recognition recital was begun ten years ago by two of PUMA's board members who were vitally interested in education and has quickly become a popular goal for high school student participaton. By providing a public vehicle for artistic expression PUMA fills an important and unique step in the development of these gifted young musicians. Performing alongside their peers and before the community, student musicians gain a sense of belonging to a talented group of young artists and experience how their efforts and gifts give enjoyment to the audience. To evaluate the effectiveness of this program we will moniter the number of applicants, record the size of the audience, as well as interview the student performers.

You have entered 738 characters.
You have 12 characters left.

3. ORGANIZATIONAL CAPACITY: Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume.
(restricted to 525 characters including spaces and punctuation)

PUMA maintains a comprehensive list of all the area's music teachers and, by mailing applications and facts to them, is able to make sure all the outstanding students on the Peninsula are given the chance to participate. The board of directors of PUMA include professionals in the fields of music education, performance, medicine, mental health, small business, and real estate. They are individuals who value the rich heritage of classical music and the importance of supporting youth in their artistic endeavors.

You have entered 515 characters.
You have 10 characters left.

- 4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.
(restricted to 525 characters including spaces and punctuation)

The selection process requires the student to send an applicaiton by the deadline, select a six minute piece showing their technical and artistic abilities, find and rehearse with an accompanist, and perform March 31 for an adjudicator who provides verbal feedback and selects the top 12 performers to participate in the recital. This year's judge will be Northwest Sinfonietta Music Director and University of Puget Sound Orchestra Director, Christophe Chagnard.

You have entered 465 characters.
You have 60 characters left.

TOTAL PROJECT BUDGET

All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

- a) **Personnel - Salaries/professional fees (indicate rate of pay)**
(restricted to 250 characters including spaces and punctuation)

Adjudicator, \$200
Student Awards, approximately \$800

\$
TOTAL

You have entered 53 characters.

You have 197 characters left.

b) Supplies / Materials
(restricted to 250 characters including spaces and punctuation)

Programs
Certificates

\$
TOTAL

You have entered 24 characters.
You have 226 characters left.

c) Space Rental
(restricted to 250 characters including spaces and punctuation)

Two days at Agnus Dei Lutheran

\$
TOTAL

You have entered 30 characters.
You have 220 characters left.

d) Marketing / Promotion
(restricted to 250 characters including spaces and punctuation)

Posters

\$
TOTAL

You have entered 7 characters.
You have 243 characters left.

e) Travel (who & where)
(restricted to 250 characters including spaces and punctuation)

\$
TOTAL

You have entered 0 characters.
You have 250 characters left.

f) Other Expenses (Identify here)
(restricted to 750 characters including spaces and punctuation)

- Grantwriting
- Program production
- Administration
- Reception
- Janitorial fees

\$

TOTAL

You have entered 77 characters.
You have 673 characters left.

PROJECT BUDGET (total A through F above)
This total will be used to calculate the maximum dollar amount that can be funded.

\$
TOTAL

CASH MATCH

LIST ALL SOURCES (anticipated or confirmed) of your cash match income. Do not include you GHAC grant request.

Admission / Fees \$

Grants / Donations \$

Government Support \$

Other \$

CASH MATCH \$
(enter in #2 below)

IN KIND
LIST ALL DONATED MATERIALS (other than cash) i.e., volunteer time, supplies, location, printing, etc., and the values.

<input type="text" value="Volunteer time"/>	\$ <input type="text" value="85"/>
	TOTAL
<input type="text"/>	\$
	TOTAL
<input type="text"/>	\$ <input type="text"/>
	TOTAL
<input type="text"/>	\$ <input type="text"/>
	TOTAL
<input type="text"/>	\$ <input type="text"/>
	TOTAL

IN KIND \$
(enter in #3 below) TOTAL

FINAL TOTALS (from each category above)

#1. PROJECT BUDGET \$
TOTAL

#2. minus CASH MATCH \$
TOTAL

#3. minus IN KIND \$
TOTAL

UNFUNDED BALANCE \$
TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED: \$
TOTAL

APPLICATION REQUIREMENTS CHECKLIST:

10 copies (original plus 9 copies)
(please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If Applicable
One Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one:
video

- audio cassette
- compact disc
- slides (max 5)
- sample publication (min 3 - 5 max)
- photographs of work (preferred)

do not return samples
 return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement

If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Grant contract. Reimbursement requests must be submitted by December 1st, unless prior authorization received by the GHAC.

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 or 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

Mary Manning

Grant application completed by

853-5239

Telephone No.

[Empty box for authorized name]

Authorized by (print name, and sign and date below)

Mary Manning
Signature

1/7/07
Date

DO NOT EMAIL THIS FORM - PRINT OUT THIS FORM AND SIGN. MAKE 9 COPIES AND SUBMIT WITH ORIGINAL SIGNED FORM (10 copies total) TO CITY OF GIG HARBOR ARTS COMMISSION, ATTN: MAUREEN WHITAKER, 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
FOR QUESTIONS, PLEASE CALL: 253-851-6170, EXT. 233

PENINSULA UNITED MUSIC ASSOCIATION

Officers/Board Members 2006-2007

Alicia Barr	1512 Sullivan Drive NW Gig Harbor, WA 98335	871-2766
Jean Gildersleeve Corresponding Secretary	14324-68th Ave. N.W. Gig Harbor, WA 98332	857-4188 ogildersleeve@centurytel.net
Linda Helmer Recording Secretary	8565 Landing Lane S.E. Port Orchard, WA 98367	858-5703 jerlin98@wavecable.com
Susan Luebeck Program Coordinator	15711 Goodrich Drive Gig Harbor, WA 98329	857-4998 sl@centurytel.net
Mary Manning President	9816 Jacobsen Lane Gig Harbor, WA 98322	853-5239 marymanning@earthlink.net
Meg Mansfield SSR Coordinator	7216-54th Ave. N.W. Gig Harbor, WA 98335	851-3671 megm@narrows.com
Doug Murphy Treasurer	2424-128th St. N.W. Gig Harbor, WA 98332	851-7374(W) 858-8509(H)
Charlotte Roe Publisher	11345 Anderson Landing Silverdale, WA 98383	360-307-0629 roeedch@wavecable.com
Cindy Saunders	8301-71st St. N.W. Gig Harbor, WA	851-3650 cindysaunders@centurytel.net

**AGREEMENT BETWEEN GIG HARBOR
AND THE SUMMER 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 SUMMER DRAWING YOU IN PROGRAM, Program Manager Douglas Michie and an independent group of artists, 12918 53rd Avenue NW, Gig Harbor, WA, 98332, (hereinafter "SDYIP"), 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 Seven Hundred Eighty Dollars and no cents (\$780.00) be given to the SDYIP to pay for Summer Drawing You In Program and as further described in the grant application submitted by SDYIP, attached hereto as Exhibit A; and

WHEREAS, the City desires to disburse such funds to SDYIP 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 Seven Hundred Eighty Dollars and no cents (\$780.00) in funding to SDYIP to perform the following activities and no others:

Modeling sitting fees and costs associated with the promotion/marketing, art supplies for the 3-hour weekly summer event the Summer Drawing You In Program held at the Skansie Brothers Park, under the Rotary Pavilion in Gig Harbor.

Section 2. Term. This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 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 SDYIP under this Agreement shall not exceed Seven Hundred Eighty Dollars and no cents (\$780.00) and will be paid upon receipt of invoice after services have been rendered. SDYIP shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

Section 4. Auditing of Records, Documents and Reports. SDYIP 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 SDYIP 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. SDYIP 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. SDYIP agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before December 1, 2007. In addition, copies of invoices for all reported expenditures shall be submitted to the City with this report.

Section 7. Recapture and Noncompliance. In the event of a final determination by a court of competent jurisdiction that SDYIP 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 SDYIP to recover said funds, in addition to all of the City's other available remedies at law.

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

Section 9. Indemnification. SDYIP 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 SDYIP 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 SDYIP to enforce any of the terms of this Agreement and the City prevails in such lawsuit, SDYIP 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 _____, 2007.

THE CITY OF GIG HARBOR

**SUMMER DRAWING YOU IN PROGRAM
PROGRAM MANAGER**

By _____
Its Mayor

By _____
Its _____

ATTEST:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

GIG HARBOR ARTS COMMISSION GRANT APPLICATION - New Format

The 2007 Grant Application can now be filled out on-line. Please input your information and print out form for submittal. Submit original signed application with 9 copies (10 copies total) to City of Gig Harbor Arts Commission, ATTN: Maureen Whitaker, 3510 Grandview Street, Gig Harbor, WA 98335. **DO NOT SUBMIT YOUR FORM ELECTRONICALLY. DO NOT SUBSTITUTE THIS FORM.** Completed applications must be received by the postmark deadline of January 19, 2007 by 4:00 p.m. PST. Late or faxed applications will not be accepted. Incomplete applications will be ineligible. The application form and grant guidelines can be downloaded from www.cityofgigharbor.net.

RECEIVED
JAN 19 2007
CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

Project Title:

Summer "DRAWING YOU IN" Program

Total Grant Amount Requested:

\$780

Fiscal/Grant Year:

2007

Date of Event(s):

Every Wednesday, July 4 through Sept 26

Legal Name of Organization or Individual:

First Name Douglas
Last Name Michie
Organization Independent group of artists

Address:

Address 12918 53rd Ave. NW
Address (cont.)
City Gig Harbor
State/Province WA
Zip/Postal Code 98332

Contact Person and Title:

First Name Douglas
Last Name Michie

Title

Contact Person Telephone & E-mail:

Work Phone

E-mail

Address Information:

Address

Address (cont.)

City

State

Zip Code

Project Summary - Include a brief project description and location as applicable:
(restricted to 750 characters including spaces and punctuation)

The goal of the program is to "draw in" local artists to an open, "fee-less" setting to draw live figures and faces; to encourage an appreciation of the arts in our community.

The 3-hour weekly event is held from 1:00 to 4:00 PM every Wednesday, under the Rotary Pavilion in Skansi Brothers Park throughout the summer. A live model is surrounded by artists who sketch, draw, paint and/or sculpt the figure. The atmosphere is open and welcoming, conducive to the sharing of techniques among participants, encouraging artist of all skill levels, and engaging locals and tourists alike to experience an authentic "plein air" activity.

The program spawns creativity, celebrates our artistic community and complements the Art Commission's work.

You have entered 745 characters.
You have 5 characters left.

Project Narrative

1. **ORGANIZATIONAL BACKGROUND:** Provide brief history, goals or mission, current programs, activities and accomplishments. (restricted to 750 characters including spaces and punctuation)

This successful program started 2 years ago. With its central location it enjoys broad visibility and strong interest from pedestrians and park users who interact with the models and artists. Parents and grandparents brought their children, many on a regular basis; students came to observe the use of different art materials and techniques. Word-of-mouth advertising brought new participants and visitors each week. After our 2nd year we understand that other communities are working to replicate our program.

In past years we have enhanced the artistic atmosphere with classical music from CD's. Last year classical musicians did stop by to serenade the group and we will encourage more of that this year

You have entered 711 characters.

You have 39 characters left.

2. PURPOSE OF REQUEST ~ GOALS AND OUTCOMES: How will this project increase general public access in the arts in Gig Harbor? How will you evaluate the effectiveness and/or the benefits of the project? (restricted to 750 characters including spaces and punctuation)

Public access is a given at this very public and attractive location. Last year we typically had from 10 to 20 artists, about 30 to 50 visitors, and exposure to *OVER 5,000* people driving by, *daily*.

The act of drawing is contagious. People like to watch artists at work, and this event promotes interest and encourages observers to try their own artistic expression, using the materials we make available, or on their own at home.

We will measure our success by the number of participants and observers who attend the weekly sessions and by the enthusiasm shown by these people. This program is becoming an anticipated Summer activity by the artists and the park users

You have entered 677 characters.

You have 73 characters left.

3. ORGANIZATIONAL CAPACITY: Why you are well-positioned to implement this proposal request. Attach a current board of directors list. If an individual, attach a resume. (restricted to 525 characters including spaces and punctuation)

This has been a popular water-front activity since 2005. Lita Dawn has run the program since its inception and I have assisted her both years. I am a local artist and have the commitment of several other artists who have volunteered to facilitate the weekly event.

My biography is attached.

Laureen Lund (marketing director for Gig Harbor) has tentatively placed the event on the 2007 Gig Harbor Guide calendar; the Waterfront Merchants Association's Artwalk Brochure has reserved space to advertise the program

You have entered 519 characters.
You have 6 characters left.

4. **NEW ARTWORK:** If applicable, describe how the artist(s) was selected, including credentials of those selecting the artist. If new artwork is being created by non-professionals, describe professionals supervising project and their qualifications.
(restricted to 525 characters including spaces and punctuation)

NOT APPLICABLE

You have entered 14 characters.
You have 511 characters left.

TOTAL PROJECT BUDGET

All Project Expenses - Expenses paid through In Kind or Cash Match donations should be included

- a) **Personnel - Salaries/professional fees (indicate rate of pay)**
(restricted to 250 characters including spaces and punctuation)

TASKS

set-up/break-down, arrange for models, run the event, publicity.

MANPOWER

3 1/2 hrs/wk for manager (3.5 x 13 =45.5 HRS)
1/2 hr/wk for 2 volunteers (.5hrX2x13 =13 hrs)
(45.5 + 13 hrs)x \$7.93/hr=\$464
MODEL FEE 13 X \$60 =\$780

\$ 1244

TOTAL

You have entered 242 characters.
You have 8 characters left.

- b) **Supplies / Materials**
(restricted to 250 characters including spaces and punctuation)

SUPPLIES

Drawing paper, pencils, erasers, pastels, conte crayons and other donated supplies for use by "WALK-IN" participants. \$5 X 13 weeks

\$ 65

TOTAL

You have entered 141 characters.
You have 109 characters left.

c) Space Rental
(restricted to 250 characters including spaces and punctuation)

NONE

\$ -0-

TOTAL

You have entered 4 characters.
You have 246 characters left.

d) Marketing / Promotion
(restricted to 250 characters including spaces and punctuation)

PRINTING \$30
PUBLICITY \$45
specil interest to local newspapers
Peninsula Art League monthly newsletter notices
Gateway arts section listing
e-mail list, wekly reminders
on-site sign up sheets and posters

\$ 75

TOTAL

You have entered 208 characters.
You have 42 characters left.

e) Travel (who & where)
(restricted to 250 characters including spaces and punctuation)

NONE

\$ -0-

TOTAL

You have entered 4 characters.
You have 246 characters left.

f) Other Expenses (Identify here)
(restricted to 750 characters including spaces and punctuation)

Bottled water, ice, snacks
approx. \$5 x 13 events

\$
TOTAL

You have entered 50 characters.
You have 700 characters left.

PROJECT BUDGET (total A through F above)
This total will be used to calculate the maximum
dollar amount that can be funded.

\$
TOTAL

CASH MATCH

LIST ALL SOURCES (anticipated or confirmed) of your cash match income. Do not include you GHAC grant request.

Admission / Fees \$

Grants / Donations \$

Government Support \$

Other \$

CASH MATCH \$
(enter in #2 below)

IN KIND

LIST ALL DONATED MATERIALS (other than cash) i.e., volunteer time, supplies, location, printing, etc., and the values.

\$

TOTAL

\$

TOTAL

\$

TOTAL

\$

TOTAL

\$

IN KIND
(enter in #3 below)

TOTAL
\$
TOTAL

FINAL TOTALS (from each category above)

#1. PROJECT BUDGET \$
TOTAL

#2. minus CASH MATCH \$
TOTAL

#3. minus IN KIND \$
TOTAL

UNFUNDED BALANCE \$
TOTAL

The amount of funding you request may not exceed 50% of your total PROJECT BUDGET.

AMOUNT REQUESTED: \$
TOTAL

APPLICATION REQUIREMENTS CHECKLIST:

10 copies (original plus 9 copies)
(please note: application consists of pages 1-8 NO SUBSTITUTIONS)

If Applicable
One Artistic Sample Enclosed
(required if project includes creation of new work by professional artist)

check one:

- video
- audio cassette
- compact disc
- slides (max 5)
- sample publication (min 3 - 5 max)
- photographs of work (preferred)

- do not return samples
- return samples (self-addressed, stamped return envelope enclosed)

Grant Disbursement
If your grant request is approved, you will be notified by mail. Terms will be set forth in the City of Gig Harbor Grant contract. Reimbursement requests must be submitted by December 1st, unless prior authorization received by the GHAC.

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

Douglas Michie

Grant application completed by

851-7579

Telephone No.

Douglas Michie

Authorized by (print name, and sign and date below)

Douglas Michie
Signature

1/18/07
Date

DO NOT EMAIL THIS FORM - PRINT OUT THIS FORM AND SIGN. MAKE 9 COPIES AND SUBMIT WITH ORIGINAL SIGNED FORM (10 copies total) TO CITY OF GIG HARBOR ARTS COMMISSION, ATTN: MAUREEN WHITAKER, 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335 FOR QUESTIONS, PLEASE CALL: 253-851-6170, EXT. 233

created by Maureen Whitaker
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Revised: 12/20/06

Douglas Michie
12918 53rd Avenue NW
Gig Harbor, WA 98332

Douglas Michie is a marine artist who has been sketching and painting ships and nautical scenes most of his adult life. His interests tend toward depicting historical events, as well as routine activities of working vessels such as tugs and fishing boats. As a long-time boat owner, he is also drawn to sailing events and to the quiet ambiance of marinas and harbors.

Doug's interest in marine subjects springs from his family background and from his formal education. One of his grandfathers was the captain of a 4-masted bark and the other was a shipwright, each of whom influenced his perspective as a young lad. He finished his high-school education at Admiral Billard Academy, a naval-type military school in New London Connecticut, where he sailed on the school's famous training schooner YANKEE. He then went on to the U.S. Naval Academy in Annapolis, Maryland, where he graduated in 1950. He then spent 20 years in the U.S. Air Force, far from ships and the sea, but maintained his interest in matters nautical by developing his talent for drawing and painting, with marine subjects as his specialty.

As he traveled the country in his military career, and later in his civilian businesses he studied art at various community colleges, in art workshops and through private lessons to further develop his skills. He works in pen-and-ink as well in pastels, but concentrates mainly on oils at this time.

He is a member of the American Society of Marine Artists and is a founding member of the Portrait Society of America. He is an official Coast Guard Artist and is a member and past president of the Peninsula Art League in Gig Harbor, Washington. For several years he has been active in organizing and running the annual marine art show at the Tacoma Maritime Fest. In 2005 he helped organize the Tall Ships Tacoma Art Show to commemorate the visit by the Tall Ships to Tacoma that year. His painting "Going for Broke" was selected by the Washington State History Museum for their poster advertising the Tall Ships event.

His activities as a Coast Guard Artist have resulted in six of his paintings being accepted for the USCG permanent collection. In early 2005 one of those paintings was displayed in the office of Senator Patty Murray as part of a Coast Guard exhibit in congress.

Several of his paintings have been published, including a cover of the U.S. Navy Cruiser Sailors Association magazine, and one of his paintings was used in the annual Foss Maritime Company calendar in 2000. The city of Gig Harbor published a poster using one of his local scenes, commemorating the 50th anniversary of the city, and has another of his paintings is part of their public art collection in city hall.



Business of the City Council
City of Gig Harbor, WA

Subject: Staff Report – Wastewater Treatment Plant Update

Proposed Council Action: For informational purposes only.

Dept. Origin: Community Development

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

For Agenda of: February 26, 2007

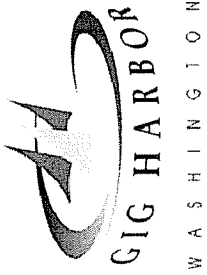
Exhibits: Cosmopolitan Engineering PowerPoint Presentation

Concurred by Mayor: [Signature] Initial & Date Oct 2/22/07
Approved by City Administrator: [Signature] 2/22/07
Approved as to form by City Atty: N/A
Approved by Finance Director: N/A
Approved by Department Head: [Signature] 2/22/07

Table with 3 columns: Expenditure, Amount, Appropriation. Values: Required 0, Budgeted 0, Required 0.

INFORMATION / BACKGROUND

On February 15, 2007, a presentation to the Operations and Public Projects Committee by Cosmopolitan Engineering Group was conducted providing an update associated with the 20-year water quality sewer outfall trends along with an overview of the necessary treatment plant and outfall improvements. A copy of the PowerPoint presentation is provided summarizing the major components of the presentation.



City of Gig Harbor
Public Works Committee

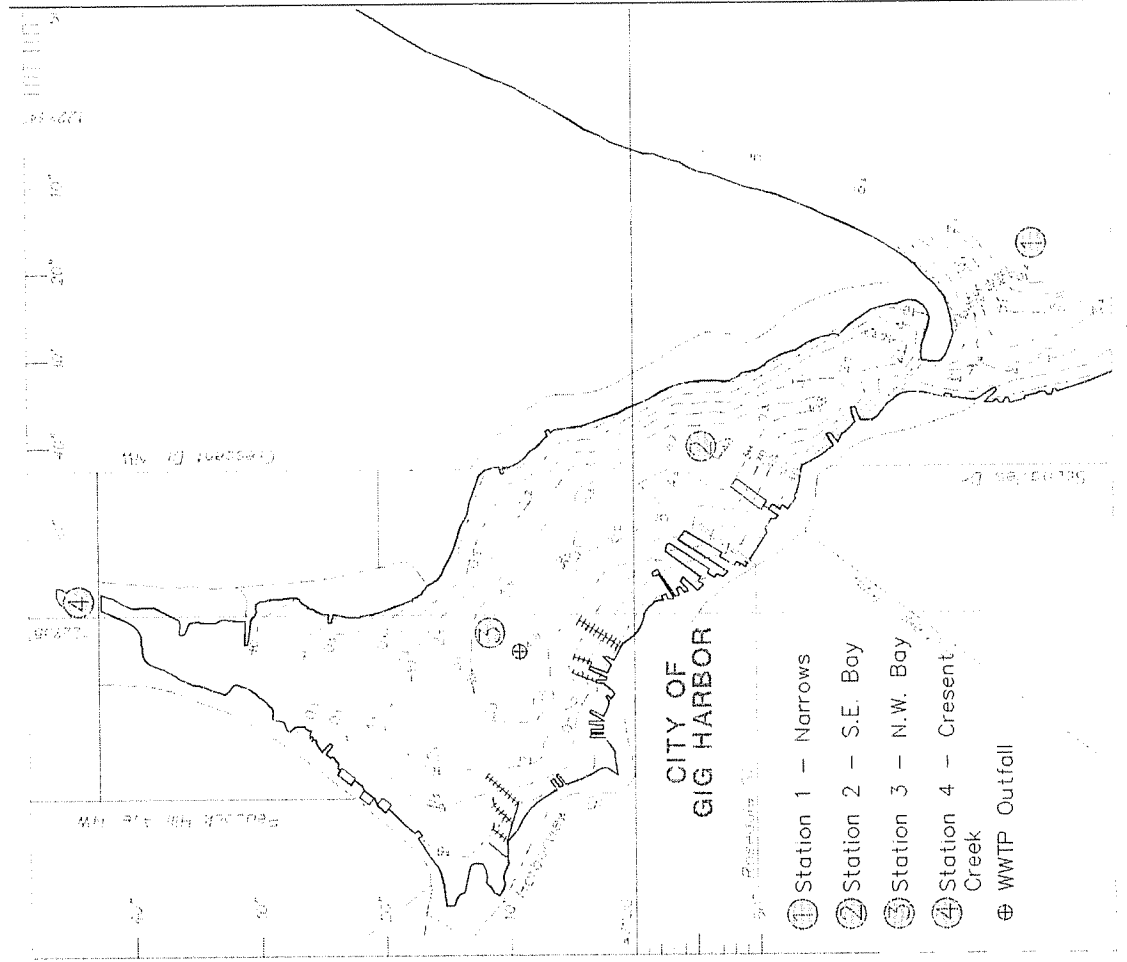
Water Quality and Wastewater Planning Update

Bill Fox, PE
February 15, 2007

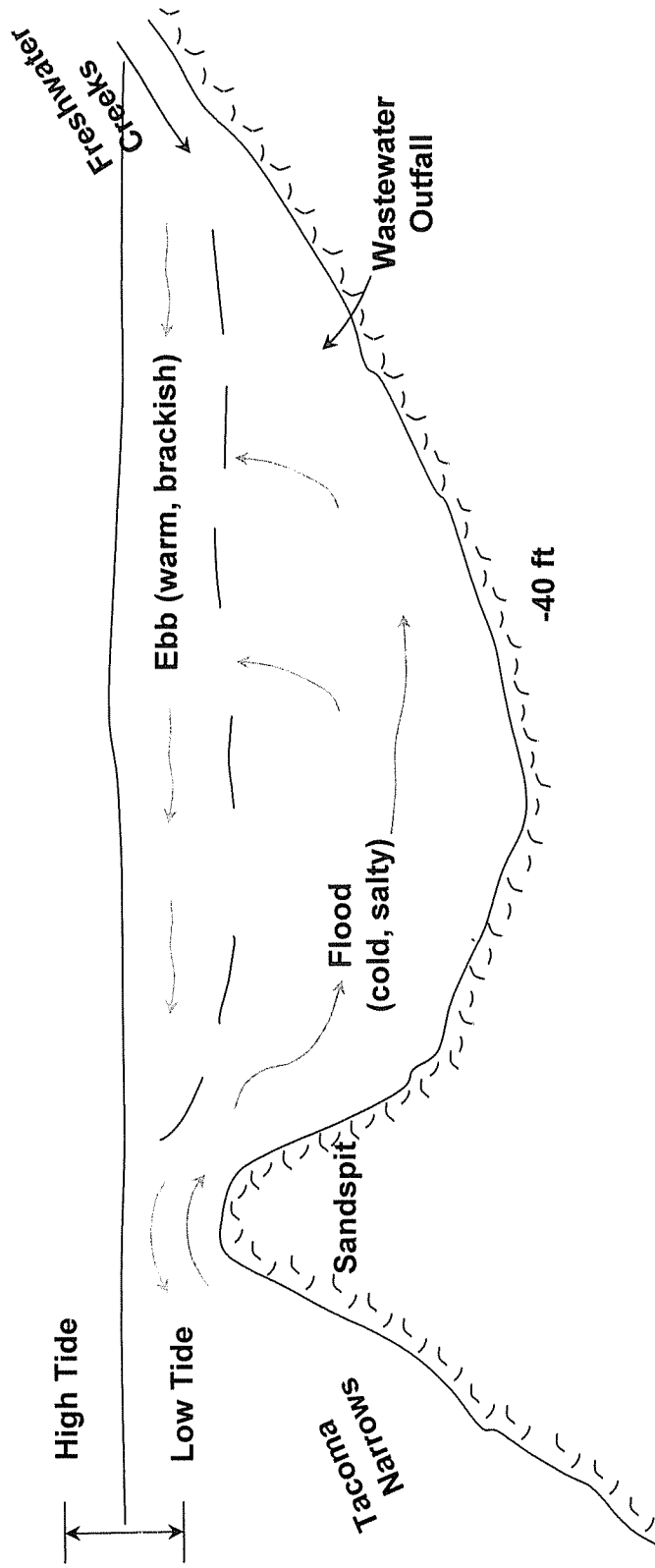


Water Quality Station Map

(1987-2006)

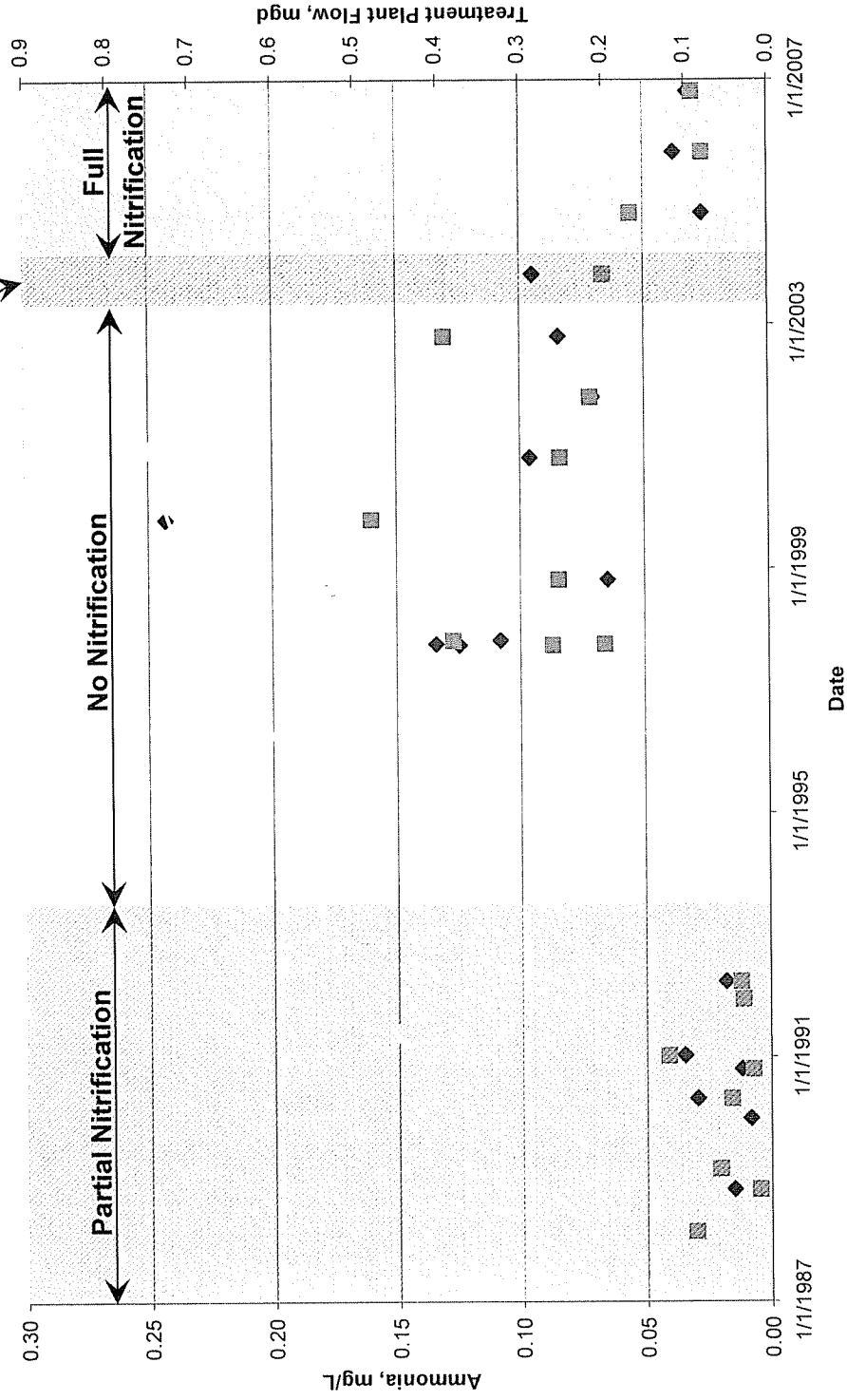


Gig Harbor Net Circulation



Ammonia

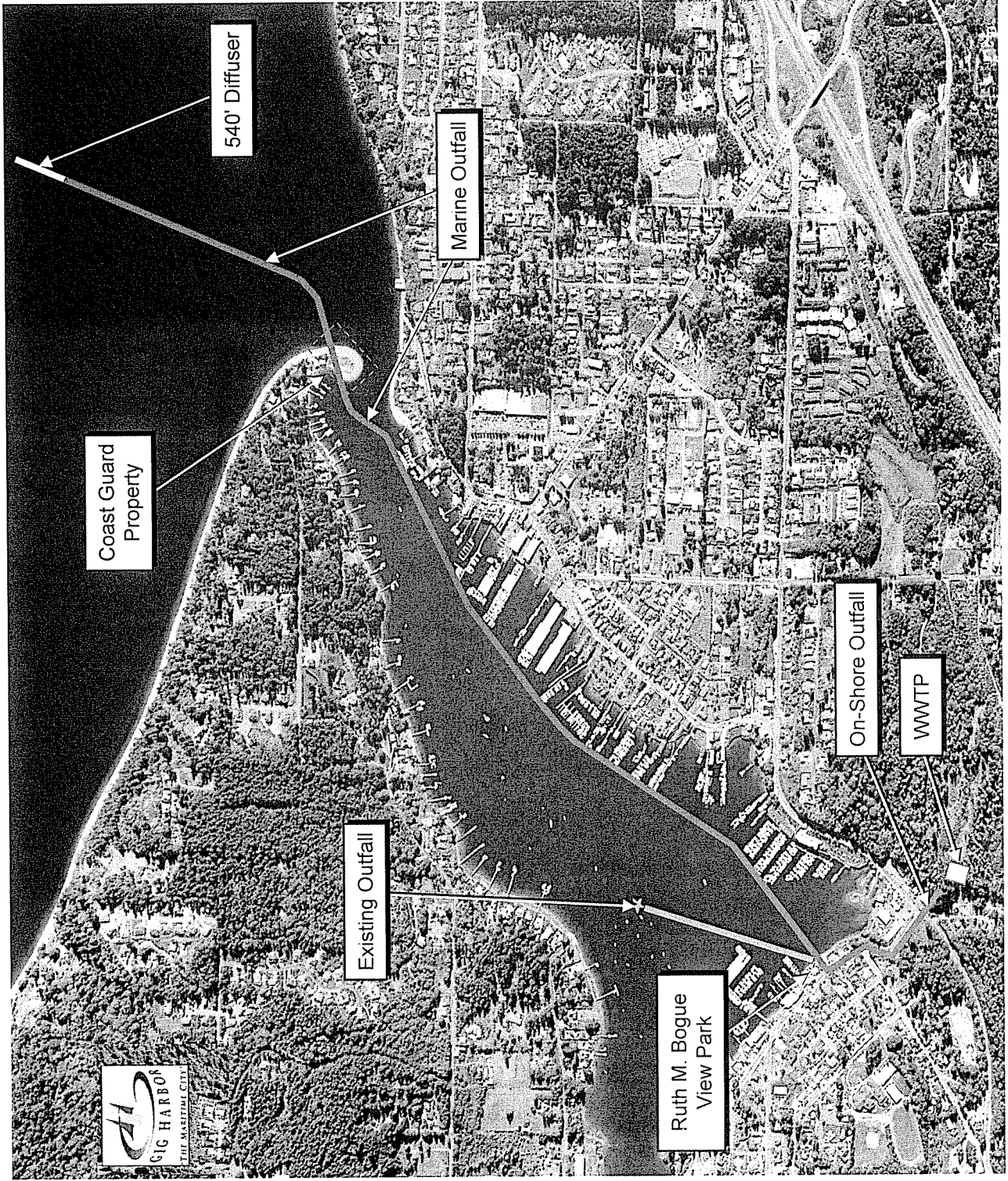
Water Quality Standard = 0.59 mg/L



◆ Near Outfall ■ Near Jerisich ▲ Effluent Flow

2000 Council Action

- Extend outfall to Colvos Passage and upgrade WWTP (\$10 million)
 - Projected WWTP flow increase
 - Increased N and P
 - Aesthetic factors



Outfall Status

- Submit final design to Ecology March '07
- All permits are issued
- Seeking easements from WDNR & USCG
- Onshore construction in 2008
- Offshore construction in 2010 or beyond

Wastewater System Capital Improvements

OPTION 1 – WWTP ONLINE IN 2009

Project	2007	2008	2009	2010
Wastewater Comp Plan	\$150,000			
WWTP Engineering Report	\$135,000			
WWTP Phase 1 Design ¹	\$660,000			
WWTP Sludge Handling Impr.	\$430,000			
Phase 1 WWTP Construction		\$3,600,000	\$2,400,000	
Outfall Design/Permitting	\$70,000			
Onshore Outfall & PS2A FM		\$1,000,000		\$5,500,000
Marine Outfall				
TOTAL	\$1,445,000	\$4,600,000	\$2,400,000	\$5,500,000

¹Not included in 2007 budget

OPTION 2 – WWTP ONLINE IN 2010

Project	2007	2008	2009	2010	2011
Wastewater Comp Plan	\$150,000				
WWTP Engineering Report	\$135,000				
WWTP Phase 1 Design		\$660,000			
WWTP Sludge Handling Impr.	\$430,000				
Phase 1 WWTP Construction			\$4,500,000	\$1,500,000	
Outfall Design/Permitting	\$70,000				
Onshore Outfall & PS2A FM		\$1,000,000			
Marine Outfall					\$5,500,000
TOTAL	\$785,000	\$1,660,000	\$3,600,000	\$2,400,000	\$5,500,000

Funding Options

- Grants
 - Centennial Clean Water
 - Community Development Block Grants
 - USDA-Rural Development
 - Direct Legislative Appropriation
- Loans
 - State Revolving Fund
 - Public Works Trust Fund
 - \$1 million design
 - \$5 million total
- Connection Fees
- Operating Revenues
- Revenue Bonds



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

Subject: Planning Commission Work Program

Dept. Origin: Community Development Department

Proposed Council Action: Move to accept Planning Commission Work Program as proposed

Prepared by: Jennifer Kester, Senior Planner *JK*

For Agenda of: February 26, 2007

Exhibits: None

Initial & Date

Concurred by Mayor:

CH 2/21/07

Approved by City Administrator:

PK 2/21/07

Approved as to form by City Atty:

CAm 2/20/07

Approved by Finance Director:

N/A

Approved by Department Head:

JPK 2/22/07

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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INFORMATION/BACKGROUND

The Planning and Building Committee met on February 7, 2007 to discuss, among other things, the Planning Commission's work program for 2007. The Planning Commission's work program was last reviewed and approved in August 2006. Since then, several new zoning code text amendments have been proposed and several text amendments have been adopted. In addition, the City has contracted with The Latimore Company to conduct a year-long update of the Design Review process for which the Planning Commission is the central meeting body. Therefore, it was necessary to review existing and new text amendments and prioritize them on the Planning Commission's Work Program. A description of all text amendments can be found at the end of this memo.

Since August 2006, the Planning Commission has reviewed and made recommendations on the following text amendment. These are no longer on the work program.

- Clubs and Lodges/Yacht Club Definitions and Performance Standards
- Exemption of historic net sheds from building size limitations
- Floodplain regulations update
- Modifying Building Size Limitations in the RB-1 zone

BOARD OR COMMITTEE RECOMMENDATION

After review of all the text amendments, the Planning and Building Committee recommended the work program below. The Council can accept this work program, modify the program or remove text amendments the Council does not deem necessary. The Planning Commission is currently reviewing the amendments included in Tier 1

Tier 1:

- Design Review Process Improvement Initiative
- Underground Garages/Gross Floor Area/Parking Maximums/Etc.

Tier 2:

- SEPA Ordinance Update
- Suggested Changes to Land Use Matrix

Tier 3:

- Height Restriction Area Criteria Amendment
- Application of Mixed Use District Overlay
- Limiting Office Uses in Waterfront Millville
- Zoning Code Definitions Consolidation

Research Tier: *(These amendments need some additional research and/or text development before they can be reviewed by the Planning Commission. The staff will continue to work on these while other amendments are being reviewed.)*

- Minimum Residential Densities
- Nonconforming Lot Adjustments

RECOMMENDATION / MOTION

Move to: Accept Planning Commission Work Program as proposed

DESCRIPTION OF TEXT AMENDMENTS

Design Review Process Improvement Initiative, City sponsored, Based on findings from the Latimore Report that the Design Review process is the constraint in the permitting system, the Council has contracted with the Latimore Company to conduct a year-long update of the Design Review process.

Underground Garages/Gross Floor Area/Parking Maximums/Etc., City Council-sponsored, submitted January 23, 2006: The Council directed the Planning Commission to consider amendments to Ordinance 1008, including amending the definition of gross floor area; creating definitions for underground parking, basement, finished grade, original grade; amending parking requirements to include maximum number of parking spaces for uses, including single-family residential; and reconsider the maximum building sizes for WC, WM and WR zones.

SEPA Ordinance Update, City Attorney-sponsored: Our current SEPA ordinance, Chapter 18.04, has not had a comprehensive update since 1998. Changes to the Growth Management Act and other Washington State codes necessitate revisions to our ordinance. In addition, the police department has asked that the SEPA ordinance be revised to allow the imposition of fees on new development to cover their costs related to new development. A draft ordinance has been prepared by the City Attorney, which includes much optional language. Staff is still working on the final language.

Suggested Changes to the Land Use Matrix, Planning Commission-sponsored: Because of their work on the Land Use Matrix, the Planning Commission would like to recommend text amendments to make the uses allowed within the City and certain zones more consistent with the intent of the zoning code.

Height Restriction Area Criteria Amendment, Halsan Frey LLC, submitted September 12, 2005: This proposal would modify the criteria for amendments to the height restriction area map. The amendment would allow properties which are located at the top or behind the ridge line of the view basin to be removed from the height restriction area map (GHMC 17.62.040). Staff is waiting on revised language from the applicant.

Application of Mixed Use District Overlay, City Attorney-sponsored: The City Attorney is proposing an amendment to Chapter 17.91 which will define when and how the MUD overlay can be utilized. The current code's silence on this issue has led to confusion for developers desiring to implement this overlay; it is unclear whether a rezone is required to utilize the standards in this chapter.

Limiting Office Uses in Waterfront Millville, Carol Davis, submitted June 24, 2005: The amendment would limit professional offices to incidental uses in existing structures in the Waterfront Millville zone. (GHMC 17.48.020(G))

Zoning Code Definitions Consolidation, City Staff-sponsored: A text amendment is needed to consolidate all the definitions used in the Zoning Code into one Chapter. Currently, definitions can be found throughout Title 17. In many cases there are multiple definitions for one term, making application of the development standards difficult for the staff and customers. This amendment is intended to organize, clarify and simplify the zoning code for better customer service.

Minimum Residential Densities, City Council-sponsored, submitted January 23, 2006: The Council directed staff to make a recommendation for minimum densities in all residential zones.

Nonconforming Lot Adjustments, Planning Commission-sponsored, requested February 16, 2006: After discussing the nonconforming lot combination amendment, the Planning Commission moved that the "City Council direct the Planning Commission to look at having staff draft a proposal to modify the Boundary Line Adjustment section to allow nonconforming lots to become less nonconforming." Recent case law may not allow such adjustments through the boundary line adjustment process; staff is working with Carol to determine the viability of this amendment. Staff suggests this amendment move to the research tier.

The following text amendments are included in the Design Review Process Improvement Initiative:

Zone Transition Buffer Location, City Council-sponsored: At its meeting of January 8, 2007, the Council reviewed an administrative decision issued by Planning Director Tom Dolan on the required location for zone transition buffers.

TPU Right-of-Way Landscaping Requirements, City Council-sponsored, submitted March 27, 2006: Council directed staff to prepare an ordinance for Planning Commission review

which would clarify when a 30-foot buffer is required along the TPU right-of-way. (GHMC 17.78.090).

Significant Tree Standards, Mayor-sponsored, June 25, 2006: The Planning Commission has been asked to review the City's standards for the retention of significant trees. During the Design Review Process Improvement Initiative, the Planning Commission will review the goals and policies of the Comprehensive plan to determine if appropriate policies exist for significant tree retention. Text amendments will follow which implement the tree retention policies and goals of the Comprehensive Plan.



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

Subject: January 2007 GHPD Council Report

Dept. Origin: Police Department

Proposed Council Action:

Prepared by: Chief Mike Davis

No action required.

For Agenda of: February 26, 2007

Exhibits:

Initial & Date

Concurred by Mayor:

CDL 2/21/07

Approved by City Administrator:

PKR 2/21/07

Approved as to form by City Atty:

NA

Approved by Finance Director:

NA

Approved by Department Head:

MD by report

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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DEPARTMENTAL ACTIVITIES

January 2007 YTD ***calls for service*** when compared to January 2006 YTD ***calls for service*** show an increase of 83 dispatched calls. During this time frame we saw 18 fewer ***reports written*** by our officers. Our infractions were down by 33 in January most likely due to the inclement weather we experienced. Our criminal citations are up by 14. Statistics show we had three more ***traffic accidents*** in January 2007 than January 2006. January 2007 YTD statistics indicate our ***misdemeanor and felony arrests*** are down by eight and one arrest(s) respectively when compared to the same time period in 2006.

Category	January 2007					
	January 2006	January 2007	Change	YTD 2006	YTD 2007	Change
Calls for Service	351	434	83	351	434	83
General Reports	172	154	-18	172	154	-18
Criminal Traffic	7	10	3	7	10	3
Infractions	81	48	-33	81	48	-33
Criminal Citations	0	14	14	0	14	14
Warrant Arrests	6	5	-1	6	5	-1
Traffic Reports	17	20	3	17	20	3
DUI Arrests	3	3	0	3	3	0
Misdemeanor Arrests	30	22	-8	30	22	-8
Felony Arrests	11	10	-1	11	10	-1
FIR's	2	0	-2	2	0	-2

Attached you will find several graphs that track 2007 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 2007 (remember some of the graphs contain cumulative numbers).

The Reserve Unit supplied 84 hours of volunteer time assisting our officers in January. Our newest reserve, Officer Ed Santana is proceeding through the Reserve Academy and should graduate in April.

The COPS (Citizens on Patrol) Program was inactive during the month of January. I have asked CSO Mock to work on increasing the number of participants in this program.

The Marine Services Unit was inactive during the month of January.

The Explorer Unit had three training meetings in January. The unit has been working hard on mock scene scenarios in preparation for the Federal Way Challenge next month. We have been looking to increase the number of participants in the Post. Unit members have put together a recruitment flyer and we are working on an information piece about the unit to post on our Web site. Once we have a good pool of applicants we will have an oral board as part of the selection process. Explorer Kim Rees has been very helpful by assisting PSS Yerry with front office duties while PSS McClane is out on medical leave.

This month the unit assisted the Kitsap County Sheriff's Office with active shooter training. Explorers participated by being actors and role playing in various training scenarios. Over the next couple of months the post will continue to help in this training.

EXPLORER HOURS:

Training meetings	25 Hours
Volunteer	34.5 Hours
Patrol riding with officers	68 Hours
Total Hours	137.5 Hours

TRAFFIC ACCIDENT LOCATION REPORT FOR JANUARY 2007

LEGEND:

P-LOT-	PARKING LOT	H&R-	HIT & RUN
NON -	NON INJURY	INJ-	INJURY
RED/CYC-	PEDESTRIAN/CYCLIST	R/A-	ROUNDBABOUT

TRAFFIC ACCIDENTS FOR JANUARY 2007					
DATE	TIME	LOCATION	TYPE	CASE#	AGE
1/1/2007	9:16	3110 Judson St.	P-Lot	GH070003	84
1/2/2007	16:14	Wollochet Dr @ SR16	Non	GH070006	20
1/3/2007	11:10	38th Ave. & 62nd St. Ct.	Non	GH070008	17
1/4/2007	12:56	4831 Pt. Fosdick Dr.	P-Lot	GH070014	47
1/5/2007	17:13	4800 Pt. Fosdick Dr.	Non	GH070018	69
1/5/2007	18:30	4309 Burnham Dr.	H&R P-Lot	GH070030	N/A
1/10/2007	8:40	100000 Burnham Dr.	INJ	GH070043	19
1/10/2007	5:00	Borgan Blvd @ Harbor Hill	R/A - Non	GH070044	44
1/11/2007	11:35	6900 Kimball Dr.	H&R	GH070049	N/A
1/13/2007	11:49	4418 Rosedale ST	H&R P-Lot	GH070061	N/A
1/14/2007	20:08	56th St. & Olympic Dr.	INJ	GH070063	28
1/14/2007	20:08	56th St. & Olympic Dr.	INJ	GH070063	28
1/15/2007	7:15	0490 Olympic Dr. Overpass	Non	GH070066	40
1/15/2007	17:30	4800 Pt. Fosdick Dr.	INJ	GH070069	26
1/16/2007	9:18	7000 Pioneer Way	Non	GH070071	38
1/16/2007	9:45	3900 Fennimore ST	Non	GH070072	48
1/16/2007	10:00	4600 Borgen Blvd @ Harbor Hill	Non	GH070073	47
1/16/2007	20:30	11400 51st Ave.	H&R P-Lot	GH070079	N/A
1/18/2007	10:55	5190 Borgen Blvd.	H&R P-Lot	GH070077	N/A
1/19/2007	12:35	4831 Pt. Fosdick Dr.	INJ	GH070081	60
1/23/2007	8:09	Borgen Blvd & Canterwood	R/A - Non	GH070100	64
1/23/2007	10:31	4700 Pt. Fosdick Dr.	P-Lot	GH070101	29
1/24/2007	16:10	Stinson Ave. & Pioneer Way	H&R	GH070113	N/A
1/26/2007	9:57	6500 Wagner Way	Non	GH070120	45
1/26/2007	13:00	Hunt St. & Wollochet	Non	GH070122	55
1/28/2007	15:00	5500 Olympic Drive	H&R P-Lot	GH070132	N/A
1/30/2007	15:00	Burnham Dr. & Borgen Blvd.	R/A - Non	GH070138	80

TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2007 YTD

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	1	2	11	6
YTD	1	2	11	6

Some of the more interesting calls for the month of January 2007 included:

- January 1st: At 1:35 am, Officer Welch was on patrol when a vehicle drove straight at him traveling in the wrong direction. Officer Welch pulled to the side of the road and let the vehicle pass. He then activated his emergency equipment and stopped the vehicle a short distance away. Upon contacting the 50-year old male driver, Officer Welch immediately recognized that the male was showing signs of intoxication. When asked if he knew where he was, the male said

“Puyallup.” The male failed all the field sobriety tests and was taken into custody for DUI. While searching the subject, Officer Welch found a small bag of marijuana in the male’s pants pocket. The male later blew a .17 on the BAC machine. Case # 070002

- January 2nd: During the night time hours, vandals put some sort of foaming chemical/detergent into the fish pond located at a downtown bank. The chemical ruined the water pump and killed all of the decorative fish in the pond. The 40 - 50 “Koi” were valued at \$10,000. There are no suspects at this time. Case # 070005
- January 2nd: Between 10:00 pm and 10:15 pm, someone kicked in the front door to a downtown motel lobby. The perpetrator(s) then stole a flat screen TV from the lobby. There are no suspects at this time. Case # 070007
- January 3rd: At 7:45 pm, loss prevention officers at a local department store observed a male in his mid 20’s concealing items in his clothing. The officers observed the incident on the store video system and the suspect walked out the front doors before loss prevention could detain him. When the suspect saw that loss prevention officers had walked out the store behind him, he fled to the rear of the store and jumped a large chained link fence. The suspect disappeared in the area of a retention pond. After checking the video tape, it appeared that the suspect stole a C/D and a digital camera. Case # 070009
- January 3rd: A 16-year old male reported that he was walking near the Cushman Trail at approximately 8:30 pm when he was confronted by three males in their early 20’s. The males “jumped” the victim and beat him up by punching him and kicking him. They also checked his clothing for personal items before running off. The victim was treated at a local hospital for abrasions and bruises and later released. The case is currently under investigation. Case # 070010
- January 5th: During the night time hours, car thieves attempted to steal two vehicles parked in local parking lots. Both vehicles were forced open and the steering columns damaged in an attempt to “hotwire” the vehicles. Both vehicles were heavily damaged. There are no suspects at this time. Cases # 070011 & 070012
- January 4th: A 15-year old female was arrested for being in possession of marijuana while at Gig Harbor High School. The Dean of Students caught two females in a popular smoking area just off campus during school hours. When the girls’ backpacks were checked the marijuana was discovered. The 15-year old was released to her mother and a copy of the report was forwarded to Remann Hall for charges. Case # 070013
- January 4th: During the night time hours, vandals broke the front window of a local realty company. It appears that the damage was caused by a small rock or

a pellet. The window replacement cost was estimated at \$500.00. There are no suspects. Case # 070016

- January 6th: During the night time hours, someone drove a vehicle into the rear glass door of a local business. After breaking out the glass, the perpetrators took two laptop computers.
- January 6th: At 5:15 am, GHPD Officers Allen, Dennis and Garcia were dispatched to assist the Pierce County Sheriff's Department with a possible burglary in progress at a business located just outside of the city limits. The officers stopped and detained a 50-year old male walking away from the area of the burglary. A witness identified the male as the suspect he had seen inside the business. PCSO Deputies arrived on the scene and took the suspect into custody. Nice job by the GHPD Officers in helping to catch a burglar. Case # 070023
- January 6th: At 11:39 pm, Officer Welch was dispatched to check for a suspicious vehicle inside the new residential construction site located behind the Target store. Upon arriving, Officer Welch noticed that the temporary fence surrounding the site had been knocked down. Inside the construction site, Officer Welch located an 18-year old male that had been "four- wheeling" in the newly planted lawn areas. The male got his P/U truck stuck in the mud and called friends to the scene to help get him out. Officer Welch took the 18-year old into custody and cited him for Malicious Mischief, Criminal Trespassing and Negligent Driving. Case # 070027
- January 7th: At 12:12 pm, a 19-year old male reported that he was walking down a local sidewalk when a van pulled along side of him and asked for directions. When the 19-year old approached the van, he was hit in the face with a napkin full of chicken bones. The van then drove off and later threw a second handful of chicken bones at a 26-year old male jogger. The jogger was also hit in the face with the bones. The only description of the bone throwers was that they were males in their late teens. The license plate on the van was not seen by the victims. There are no suspects. Case # 070027

Other reported incidents during the first week of January included:

- 5 Non Injury Accidents
 - 2 Vehicle Prowls
 - 3 Driving While Suspended Arrests
-
- January 7th: At 12:30 am, Officer Welch came across three teenagers sitting in a small local park known as an area for under-aged drinking. In checking the teens, Officer Welch discovered that one of them, a 17-year old male, was wanted on an active arrest warrant from Remann Hall. The warrant was issued

for a probation violation stemming from a Child Molestation conviction. The 17-year old was taken into custody and booked into Remann Hall. Case # 070028

- January 8th: A 55-year old male resident reported that he had left his credit card, along with his food bill at a local restaurant. He discovered a few days later that the amount of his "tip" had been changed and gasoline had been purchased with the card. Detective Douglas followed up on the case and was able to determine the restaurant "server" was involved in the fraud. Detective Douglas questioned the 27-year old male waiter, and the waiter admitted to changing the amount of the "tip" and purchasing gas with the victim's card. The waiter said that he was "having a bad day on tips" and decided to up the amount of his tip. The waiter was arrested and charged with ID Theft/ Forgery. Case # 070029
- January 8th: At 11:30 pm, officers were dispatched to a local apartment on a possible domestic violence incident between a 62-year old grandpa and his 18-year old grandson. The officers were able to determine that grandpa pushed and punched his grandson after the two argued about the grandson talking on his cell phone in the middle of the night. Grandpa was arrested and booked into the Pierce County Jail on charges of Assault 4th degree. Case # 070037
- January 9th: A 32-year old female reported that she was attacked by her neighbor's two Dachshunds. One of the Dachshunds bit the female on the ankle, slightly breaking the skin. The owner of the dogs was interviewed and agreed to quarantine the dog for 10 days. The victim did not require medical attention. Case # 070039
- January 10th: A 19-year old male reported that he had his cell phone taken from him by force and the suspects also threatened to do him bodily harm. Sgt. Busey followed up on the case and determined that the victim was a self proclaimed "Juggalo", which is a member of a gang known as the "Insane Clown Posse." Sgt. Busey also learned that the suspects were possible members of a gang known as the "Trey Deuce Crips" (32) or KP Crips (Key Peninsula). One of the suspects was arrested by PCSD on unrelated charges and released to Sgt. Busey. Sgt. Busey interviewed the 18-year old suspect and he admitted to the robbery. The suspect was booked into the Pierce County Jail on Robbery 2nd degree. The incident appears to be gang related and is currently under investigation pending interviews with the other suspects. Case # 070045
- January 10th: The parents of a 13-year old male and the parents of a 12-year old male reported that their sons were assaulted by another 13-year old male at a church function on 1/5/07. The boys told their parents that the 13-year old suspect struck them in the head with a railroad spike and threatened them with a knife. The investigating officer has spoken to the parents of the suspect by phone and the parents assured the officer that they would bring the suspect to the police station for an interview. As of this date the parents have not brought their son in for an interview and are not returning the investigating officer's phone

calls. The case has been forwarded to Remann Hall for possible charges against the suspect. Case # 070046

- January 10th: At 6:10 pm, Officer Garcia was dispatched to a local pharmacy on a male subject attempting to purchase 160 Methadone tablets with a forged prescription. When Officer Garcia arrived, the suspect attempted to flee and was apprehended. The 30-year old male suspect told Officer Garcia that he had run out of pain medicine and a friend gave him the forged prescription to obtain the narcotics. The suspect refused to name the friend. Upon checking the suspect's criminal record, four active arrest warrants were discovered. The suspect was booked into the Pierce County Jail on the forged prescription and the arrest warrants. Case # 070047
- January 10th: At 12:48 am, Sgt. Busey was dispatched to a possible domestic violence incident between a 42-year old male and his 66-year old wife. During his investigation, Sgt. Busey learned that the two had been arguing and the husband became upset because his wife was running the vacuum cleaner while he was trying to watch television. No physical violence occurred, however the husband broke a coffee table and a light fixture in their home to get his wife's attention. The husband was taken into custody for Malicious Mischief (DV) and booked into jail. Case # 070048
- January 11th: At 12:50 am, officers were dispatched to a new construction site on a suspicious 2001 Saturn parked in the area. The officers checked the vehicle and discovered that it was unoccupied. They also discovered that it was a recent stolen vehicle from Tacoma. The Saturn appeared in good condition and the owner was notified of the recovery. Case # 070053
- January 12th: at 9:45 pm, Sgt. Busey and Officers Allen, Chapman and Menday were dispatched to assist the PCSD on a pursuit. Deputies were pursuing the vehicle from Key Peninsula and Gig Harbor officers were asked to deploy "spike strips" on E/B SR16. The strips were deployed at two locations on SR16 and the suspect vehicle hit both sets of strips causing their tires to deflate. The suspects were taken into custody without injury. Nice job by our officers! Case # 070056
- January 13th: At 4:00 am, Officer Allen was dispatched to aid a retired Tacoma Police Officer that had apprehended a 25-year old female stealing his mail. The retired officer reported that he looked out his window and observed the female opening his mailbox and removing mail. The retired officer went outside and physically detained the female until Officer Allen's arrival. While holding the female, a male accomplice fled the area in a vehicle. The retired officer saw what appeared to be a bag of mail in the vehicle, but did not get a good look at the suspect. The female was somewhat uncooperative with Officer Allen and refused to provide her name. She was booked into the Pierce County Jail on charges of mail theft and making a false statement to police. Case # 070057

- January 13th: A 14-year old male reported that at 9:30 pm, he was pushed and threatened by a 46-year old male at a local movie theatre. Officers responded to the theatre and determined that the 14-year old victim and several of his friends had been loud and disruptive during the movie. The 46-year old suspect was watching the movie with his wife and asked the teens several times to quiet down. The teens refused to behave and when the victim went to the restroom, he was confronted by the suspect and pushed against a wall. The victim was not injured and a report of the incident has been forwarded to the prosecutor for possible assault charges. Case # 070056
- January 13th: At 4:00 pm a male in his early 20's went into a local fast food restaurant and purchased a sandwich. The male paid for the sandwich with a \$100 bill. The sales clerk determined that the bill was counterfeit and refused to sell the sandwich. The male stated that he just obtained the bill from a local bank. After being refused the sandwich, the male left the restaurant without the \$100 bill. The responding officer was able to determine that the bill was a \$5.00 bill made to look like a \$100 bill. The male suspect has not been identified. Case # 070058
- January 13th: A few minutes before midnight, Officer Dahm stopped a late model Honda Civic for a traffic offense. When Officer Dahm looked inside the vehicle he saw an open bottle of Vodka on the back seat. This was a problem for the 16-year old male driver. The driver was arrested for minor in possession of alcohol and his vehicle was searched incident to arrest. During the search of the vehicle, Officer Dahm recovered several baggies of marijuana. When questioned, the 16-year old admitted to being a marijuana dealer and using his vehicle to transport the drugs from customer to customer. The 16-year old was then advised that he was also under arrest for possession of a controlled substance with the intent to deliver. The suspect's vehicle was seized and impounded to await the forfeiture process. Case # 070060
- January 14th: At approximately 8:00 pm, Officers Dennis and Welch were dispatched to a one-car injury accident. Upon arriving, the officers found the crashed vehicle off the road and up against a light pole. The female driver was gone. During their investigation, the officers were able to identify the female and learned that she had just left a local saloon prior to her accident. They were also able to determine that she called a friend and was transported to a local hospital. While headed to the hospital, the officers were advised by dispatch that the female driver had fled the hospital on foot and was somewhere in the Tacoma area. The female's auto was towed and the investigation will continue when the female is located. Case # 070063

Other reported incidents during the second week of January included:

- 2 Non Injury Accidents
- 1 Injury Accidents

- 3 Hit & Run Accidents
 - 1 Vehicle Prowl
 - 2 Driving While License Suspended Arrests
- January 15th: At 2:30 pm, Sgt. Dougil and Officer Brunson were dispatched to a possible domestic situation occurring in a black pickup truck that was parked at an area shopping center. As the officers were headed to the call, they spotted the pickup driving down the road. A stop was made on the vehicle and it was determined that the 36-year old male driver had just been arguing with his 27-year old girlfriend. A records check was done on both subjects as part of the investigation. The check revealed that the male driver was driving with a suspended driver's license and was wanted on two Tacoma PD warrants. The warrants were for "Intimidation with a Weapon" and Hit & Run. The female passenger was also wanted on two active arrest warrants from Tacoma for Theft. Both subjects were taken into custody and booked in the Pierce County Jail. Case # 070065
 - January 17th: A city resident reported the theft of his 1998 Ford work van during the night time hours. The van had been parked in an apartment parking lot at the time of the theft. On 1/21/07, the van was recovered by Tacoma Police in Tacoma. The van was unoccupied at the time of the recovery and was not drivable. Case # 070070
 - January 17th: Detective Douglas followed up on a Hit & Run case from 1/14/07. The 28-year old female driver had left a local bar and smashed into a light pole a short distance from the bar. She then fled the scene prior to the officer's arrival. The female refused to return the investigating officers phone calls and Detective Douglas tracked her down at her place of employment. During her interview, the female denied being intoxicated and said that she fled because she didn't have insurance. Detective Douglas arrested her for Hit & Run and released her with a criminal citation. Case # 070063
 - January 19th: At 10:15 am, Officers Jahn & Brunson were at a local grocery store investigating the theft of sandwiches by local high school students during their lunch hour. The store has had a rash of thefts during the lunch hour by high school students. The students grab the food products and walk out of the store without paying. While the officers were investigating an earlier theft, store security apprehended a 16-year old male and a 16-year old female stealing food. The two teenagers grabbed the food from inside and walked out right next to the parked police vehicle, where they were apprehended. When asked if they saw the police cruiser out front, the male suspect replied "yea we were being bold." Both teenagers were taken into custody by the officers and later released to their parents. A report of the incident has been forwarded to Remann Hall for charges. Case # 070080

- January 20th: A local grocery store reported the theft of a donation jar from their customer service area. The donations were being collected for a local youth suffering from Leukemia. The store manager and the investigating officer reviewed the in store video system and saw a male dressed in a Seahawks jacket and a Raiders cap approach the service counter and conceal the jar inside his jacket. The video also showed the male returning a flea collar that he had apparently stolen. As of yet the suspect has not been identified. The case is currently under investigation. Case # 070087
- January 21st: At 1:20 am, Officer Dennis & Sgt. Emmett stopped a vehicle for a traffic infraction. Upon questioning the 18-year old male driver, it was revealed that his driver's license was suspended 2nd degree. The passenger in the vehicle was a 15-year old female. The female reported that she was acquainted with the male driver and he had just picked her up as she was walking to a friend's house. She also reported that the male was in possession of two cans of beer and had given one to her. The newly opened cans of beer were recovered from inside the car. The male was taken into custody for driving with a suspended license and being in possession of alcohol. The 15-year old female was transported home and released to her mother. The 18-year old male was booked into the Pierce County Jail. Case #070089

Other reported incidents during the third week in January included:

- 5 Non Injury Accidents
 - 1 Injury Accident
 - 1 Hit & Run Accident
 - 2 Driving While License Suspended Arrests
 - 1 Burglary
- January 29th: A local church reported that over a 24-hour period, someone removed the metal face plates on several of their parking lot light poles. The plates covered the wire connections in the poles and the perpetrators were trying to pull the wire out of the poles when they were "scared off." With wire thefts on the rise, it appears that wire is now being stolen from live poles. There are no suspects. Case # 0780133
- January 30th: A city resident reported that during the night time hours, someone stole her 1993 Honda Accord from her apartment parking lot. The Honda was locked; however, a set of keys was left in the center console. There are no suspects. Case # 070136
- January 30th: A 17-year old male high school student was arrested after stealing a classmate's backpack from the cafeteria during the lunch break. The school video system recorded the suspect removing the backpack from a table and rifling through it at another table. The suspect removed several items of value and then hid the backpack under the table. Some of the stolen property was

later recovered and some had been thrown away by the suspect. The suspect was suspended from school and released to a parent. A report of the incident has been forwarded to Remann Hall for charges. Case # 070137

- January 30th: At 7:25 pm, an 18-year old male was arrested for attempting to shoplift several items from a local drug store. Store security watched the suspect and his 12-year old brother concealing items in their pockets and attempting to walk out of the store. The 12-year old was released to his parents prior to the officer's arrival. Upon searching the suspect, several items of interest were located. From the drug store, the suspect had tried to steal "silly puddy", hair conditioner and batteries. Two cans of beer were found in his pockets that had been stolen from the store next door. Also, several baggies containing cold pills and pieces of dried marshmallows were found in his coat pockets. When asked about the baggies, the suspect said that he was going to sell them as drugs as soon as he found someone "stupid enough" to buy them. The suspect was charged with Theft and Minor in Possession of Alcohol. Case # 070140
- January 31st: At 9:48 pm, officers responded to a local gas station on a possible domestic violence assault in the parking lot. Upon arriving, the officers were able to determine that an 18- year old male had punched his 17-year old girlfriend in the face and then placed her in a headlock and forced her back into his car. When the female attempted to call 911, the boyfriend took the phone from her and would not let her call. The boyfriend was arrested and booked into jail on charges of Assault, Unlawful Imprisonment and interfering with reporting domestic violence. The female victim did not require medical attention and was released to her father. Case # 070141
- January 31st: A local business reported a possible bomb threat received on their voice mail. The male caller said that he was upset with their "automated phone system" and mentioned coming back and blowing the place up. The message was difficult to understand and no suspect could be determined. Case # 070142
- January 31st: A 15-year old male student was arrested for stealing a classmate's I-Pod. The victim reported that she left her I-Pod plugged into a computer and when she returned to the computer a few minutes later the I-Pod was missing. The suspect had occupied the computer right after the victim and the I-Pod was found in his backpack by school officials. When questioned, the suspect said he believes in "finder's keepers, loser's weepers." The suspect was suspended from school and released to a parent. A report of the incident was forwarded to Remann Hall for charges. Case # 070145

Other reported incidents during the last week in January included:

- 2 Non Injury Accidents
- 1 Hit & Run Accident
- 2 Driving While License Suspended Arrests

- 4 Vehicle Prowls
- 1 Burglary

TRAVEL / TRAINING:

- Chief Davis attended the Chief Executive Training at the Center for Missing & Exploited Children in Alexandria Virginia from 1/25/07 – 2/4/07. This training and all travel costs were paid for by the federal government.
- Officers Jahn and Myers attended BAC refresher training
- Sergeant Busey attended “Managing for High Performance” training on January 25th and 26th

SPECIAL PROJECTS:

Sergeant’s Emmett and Busey conducted a full evidence room inventory. Sergeant Busey has been assigned control and responsibility for the evidence room, relieving Sergeant Emmett who has done an admirable job the last several years.

We received word from the Traffic Safety Commission that we have been awarded a Traffic Safety grant in the amount of \$10,000 for two digital in-car video systems. We are looking for other ways to purchase these systems for all our new patrol vehicles.

PUBLIC CONCERNS:

We saw a recent rash of spray painted “graffiti” on city buildings and fixtures. It seems the activity has decreased as we progressed through the month of January. Our response has been to encourage property owners to paint over the graffiti as soon as possible.

We have been experiencing a large number of thefts from construction sites. Items taken are copper wire and other construction materials. We are trying to free a night shift officer up on a random schedule to patrol the city utilizing an unmarked patrol vehicle paying special attention to these construction sites.

FIELD CONTACTS:

Staff made the following contacts in the community during January:

- Chief Davis met with Eileen O’Brien to discuss participation in a Domestic Violence grant through the Crystal Judson Family Justice Center on January 5th.
- Chief Davis attended the Chamber Legislative Forum held at the Inn at Gig Harbor.
- On Saturday January 13th Chief Davis met with a Christian Men’s group in Gig Harbor and gave a department overview.
- On January 17th, Chief Davis and Lt. Colberg attended the Civil Service meeting.

- On January 17th Chief Davis attended the Tacoma Pierce County DUI Task Force meeting held at Tacoma Police Headquarters
- On the 18th of January Chief Davis visited the Leadership class at Gig Harbor High School and presented a program on leadership.
- On the 18th of January Chief Davis attended the Pierce County Chief's meeting in Tacoma.
- On the 18th, Chief Davis also met with Lt. Alexander from the WSP to discuss the upcoming establishment of a WSP satellite office with a sergeant and five troopers housed at the toll booth of the new Narrows Bridge.
- On the 24th Chief Davis attended the Cooperative Cities meeting in Fife.
- CSO Mock gave several office tours to youth groups and a Neighborhood Watch program to a neighborhood off 66th Street NW. CSO Mock continues to give internet safety presentations to local parents and school organizations.

OTHER COMMENTS:

Our two recruits, Raquel Brunson and Chet Dennis are continuing to do well in our internal training program. They are currently in the last quarter of the program and should be ready to go "solo" toward the end of March.



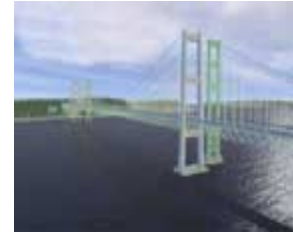
NarrowsBridgeLights.org

Project Proposal for Lighting the Narrows Bridge

December 18, 2006

www.NarrowsBridgeLights.org

Introduction



■ NarrowsBridgeLights.org

- A non-partisan, independent group of area citizens interested in getting the Narrows bridges *permanently* lighted.
- Came together for the first time on December 7, 2006 to discuss and formulate an action plan to light both bridges. This proposal is the product of our grass-roots driven effort.
- Our mission is to help facilitate funding, installation and provisions for maintenance of these bridge lights. Our work will be completed once the bridges are permanently lighted. The target completion year is 2007.
- We will support those public officials and individual leaders whom believe lighting these bridges is a sound investment for our area and State and will work with us to this end.
- Please visit our web site for more information:
www.NarrowsBridgeLights.org



Narrows Bridge Lights Proposal: *A Snapshot*

- **Proposal:** Fund and install an innovative low cost, highly effective and efficient lighting system on cable spans of both bridges, by end of 2007.
- **Purpose:** Communicate community pride and enhance economic development and tourism, by using latest technologies for making these highly recognizable world class icons visible during hours of darkness; from air, land and sea.
- **Objectives:**
 - Install lights on both cable spans of both bridges using LEDs powered by sun tracking Solar panels at ends of bridges.
 - Reduce installation cost by using existing temporary worker walkways on new bridge.
 - Fund and complete work in calendar year 2007.
- **Financials:**
 - New environmentally friendly technology has potential to do “more for less”.
 - Self-supporting maintenance and operations costs using “Net Metering” to the electric Grid system
 - Experts estimate less than \$4 Million for Installation; Self-sustaining O&M Cost estimated.

Project Summary



- Viewing these beautiful, novel structures from all perspectives...air, land and sea, will be a stunning, breath taking sight during hours of darkness and times of inclement weather.
- **Permanently** lighting the twin bridges will provide a unique source of **community pride** to all area residents. The illuminated bridges will provide a vibrant and warm, welcome to tourists and other visitors traveling by all modes.
- The bridge lights will serve Pierce County much the same way as the Space Needle lighting does for King County; by providing a highly recognizable Puget Sound “**signature landmark**” — **day & night**.
- The innovative lighting system will be an **economic development beacon**, lighting the way for businesses to invest in our progressive region and provide new employment opportunities for our citizens.
- The lights will highlight the importance these spectacular structures also play as the **navigable gateway marker** for the Port of Tacoma and Washington’s State Capital.



Summary Cont'd

- Proposed lighting technology represents the world's latest, proven cost-effective and environmentally friendly available sources.
 - Minimal energy will be consumed by using the most efficient light source available; Light Emitting Diodes (LEDs). "10" times more efficient than older, conventional lighting techniques.
 - Energy will be generated by solar panels at each end of the bridges. Excess energy will be sold ("net metering") to area electric utilities to help off-set installation and maintenance costs.
 - Light distribution technologies, such as Light Pipe, will allow ground level maintenance of light sources and reduce operating costs and motorist inconvenience because most work can be done by workers at sidewalk level.
- A seemingly endless array of **colors** will be available to celebrate special community events and holidays, and to communicate safety information to motorists and boaters, e.g., congestion, wind speed.

Problem Statement

- **Temporary Lighting to be Removed when Catwalks are Removed late Spring 2007.** Permanently lighting these majestic bridges will allow a continuation of the non-construction benefits temporary lighting has captured in the minds of millions of viewings from the air, land and sea. Lights accent the uniqueness of these awe inspiring structures, 24-7. Important to use catwalks to save on installation costs.
- **Hot Button Issue.** “Letters . . . we get letters. What’s the hottest topic in The News Tribune [letters](#) mailbag? The hot-button issue is whether to light the [Narrows bridges](#). No other issue even comes close. Hardly a day goes by that we don’t receive a couple letters on the topic.” The public loves this! The public was aghast when the lights temporarily were out of order during a November 2006 storm. It was a very dark night. They want them to be permanent!
- **Funding.** The key to overcoming objections about increased tolls to cover costs of this project and taking money from other transportation projects, is to provide funding from other sources; public and private. And to use new technology as a way to reduce costs, as well as to generate income to offset costs!





Objectives

- Gain support for funding the lighting project from a variety of possible sources:
 - Washington Department of Economic Development
 - Washington Department of Transportation “Enhancement” Funds
 - Area Electric Utilities
 - Impacted local governments (City of Tacoma, Pierce County, Gig Harbor and Kitsap Peninsula)
 - Port of Tacoma, Port of Olympia and Port of Shelton
 - National Endowment for the Arts and architectural/engineering societies
 - Tacoma Narrows Constructors
 - Private sector
- Use technologies that significantly reduce capital and maintenance costs: LEDs, Light Pipe and Solar Power slash installation and maintenance costs, and inconvenience to motorists. Solar energy generates money, also, to offset annual operating costs. And to build reserve funds for the future.
- Implement this project prior to removing temporary construction walkways to reduce installation costs.



Key Benefits

- Enhanced community identity and pride of our world famous icon
- Economic Development of area
- Potential for enhanced safety: air, land and sea
- Tourist attraction; visible for 7 miles
- Significant cost savings (installation and annual maintenance) compared to more conventional approaches.
- Intelligent (digital) control of colors and brightness for holidays celebrations and special events
- Minimal Operating and Maintenance Costs
 - Lamps last 10 years or more
 - Light Pipe distribution extremely durable
 - Solar panels last 25 years or more and are environmentally friendly



Performance features & advantages

- Fully sealed, outdoor, waterproof system suitable for wet location use. Perfect for bridges.
- Highly visible light guide, close-up and from far
- Low maintenance, easy to perform
- Remote access of light sources
- Potential for uniform light output where desired
- Luminaire configuration options to ensure ease of access and system performance

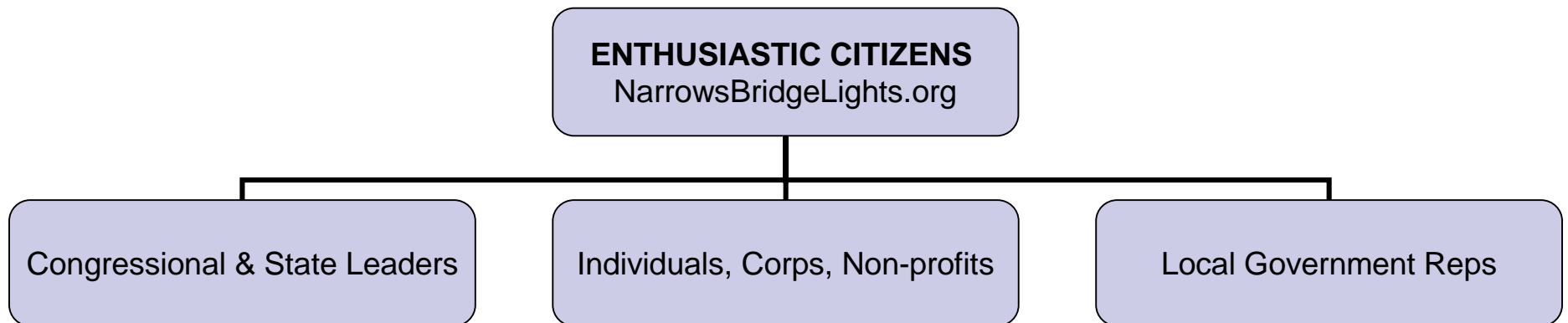


Project Timetable

	Description	Start Date to Completion Date
Phase 1	Complete/Present Proposal	December 18, 2006
Phase 2	Obtain Public Funding	January 2007
Phase 3	Begin installation Complete project	Spring 2007 December 2007



Project Leaders/Drivers



Famous Bridges with Similar Lighting Technologies

- Philadelphia's Strawberry Mansion & Ben Franklin Bridges



- Olympia's 4th Avenue Bridge



- Jen Chi Bridge, Taipei, Taiwan



More Bridges with Lights

■ Vincent Thomas Bridge in San Pedro, CA

“This proves you can beautify with light and still make it environmentally friendly.” – Louis Dominquez, President, Vincent Thomas Bridge Lighting Committee.



160 LED light fixtures light up the Vincent Thomas Bridge in Los Angeles. **During the day a solar photovoltaic system offsets the power needed for the project.**

Photo: Port of Los Angeles

...and more, yet.

- Mid Hudson Bridge in NYC



Proudly featured on "Law & Order" TV

- St. Paul, MN



Source: Bibikow, JAI / Corbis

February 14, 2007

Mayor Chuck Hunter
City of Gig Harbor
3510 Grandview St.
Gig Harbor, WA 98335

Dear Mayor Hunter:

The position on the Board of Commissioners for Pierce Transit, elected by the fourteen small cities and towns within the Pierce Transit boundary, will be up for renewal May 1, 2007. Mayor Dave Enslow, from the City of Sumner, has represented these municipalities since May 2001. The Board of Commissioners is requesting your cooperation in the nomination and selection of one representative to fill this at-large position. Accordingly, we ask that you please present this item at your next Council meeting for action.

As information, the Pierce Transit Board meets the second Monday of each month at 4:00 p.m. in the Rainier Room of the Pierce Transit Training Center, located at 3720 - 96th Street SW, Lakewood. Board members also have committee responsibilities that require additional meeting commitments. All Board members' terms are for a three-year period; this position's term will expire on April 30, 2010.

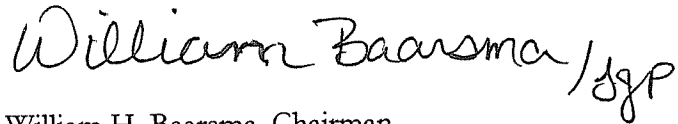
In accordance with our bylaws, the following election procedure will be followed:

1. If your council wishes to submit a nomination, the enclosed nomination form must be submitted to Sandy Byers, Pierce Transit Clerk of the Board, no later than **5 p.m. on Wednesday, March 28, 2007.**
2. On **March 30, 2007**, a ballot listing the prospective nominees will be mailed to the fourteen town and city councils. Your council will have until **5 p.m. on May 1, 2007**, to return your ballot to the Pierce Transit Clerk of the Board.
3. A certified copy of the council resolution or motion must accompany all ballots. The Clerk of the board shall count the ballots and announce the results of the balloting to the Board of Commissioners. A plurality of ballots cast will determine the successful candidate.
4. In the event of a tie, the city and town councils will have an additional thirty days to reconsider. The ballot procedure will be repeated until a candidate is selected by a plurality vote.

Nomination Letter
February 14, 2007

On behalf of Pierce Transit's Board of Commissioners, I wish to express my appreciation for your cooperation.

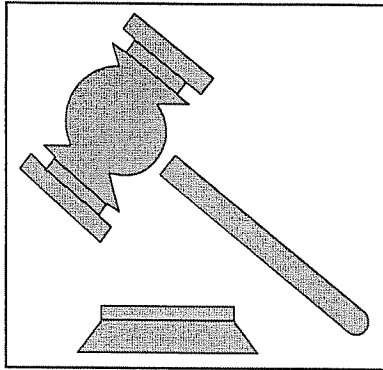
Sincerely,

A handwritten signature in black ink that reads "William Baarsma" followed by a stylized flourish that appears to be "1/14/07".

William H. Baarsma, Chairman
Pierce Transit Board of Commissioners

Enclosure

cc: Pierce Transit Board of Commissioners
Lynne Griffith, CEO
Sandy Byers, Clerk of the Board
City Clerk



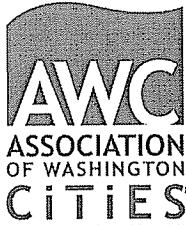
NOMINATION FORM

The town/city of _____ wishes to nominate
Councilmember/Mayor _____ to serve as a member of
the Board of Commissioners for Pierce Transit for a three-year term, May 1, 2007, to April 30,
2010, representing the following towns and cities within the Pierce Transit boundary:

Auburn	Gig Harbor
Bonney Lake	Milton
Buckley	Orting
DuPont	Pacific
Edgewood	Ruston
Fife	Steilacoom
Fircrest	Sumner

Date: _____ By: _____

This form must be received by Pierce Transit's Clerk of the Board by 5 p.m., Wednesday, March 28, 2007.



1076 Franklin St. SE • Olympia, WA 98501-1346

• Toll Free: 1-800-562-8981 • Fax: (360) 753-0149 • Insurance Services Fax (360) 753-0148

www.awcnet.org

February 16, 2007

TO: Mayors and Councilmembers
FROM: Stan Finkelstein, AWC Executive Director
SUBJECT: **2007 Nominating Committee**

Would you like to serve on the AWC Nominating Committee? Do you meet the following qualifications?

- City official who has served in an elected city position for at least two years
- Available to attend all meetings of the Nominating committee
- Not running for a position on the 2007/2008 AWC Board of Directors

If you meet these qualifications, you are eligible for appointment to the 2007 Nominating Committee. The Nominating Committee prepares a list of potential candidates for positions on the AWC Board of Directors. Committee members will be reimbursed by AWC for expenses incurred for attending the May meeting of the committee. For more information, please visit the AWC website at www.awcnet.org/Nominating.

If you would like to be considered for appointment to the Nominating Committee, please e-mail DeAnn Hartman at deannah@awcnet.org by Tuesday, March 6, 2007.

2007 Nominating Committee

Membership: *The President shall appoint a committee of not less than seven and not more than eleven members, such members to be split based upon the proportionate incorporated population east and west of the Cascade Mountain Range. The Committee shall include no more than two members from any one Board district. The President shall only appoint city officials who have served in an elected city position for at least two years. Notice of such appointments and the date of the place of the first meeting of the Nominating Committee shall be given to each member immediately following said appointments. Members of the Nominating Committee shall not be eligible to run for a Board of Directors position during the year in which they serve on the Nominating Committee. (AWC Board revision June, 2004)*

Meetings:	<u>First Meeting</u>	<u>Second Meeting</u>
Date:	Friday, May 4, 2007	Tuesday, June 12, 2007
Time:	11:00 am to 2 pm	To be scheduled
Location:	SeaTac hotel TBD	Tacoma Convention Center, Tacoma

Questions? Please call DeAnn Hartman at AWC at 1-800-562-8981 or send email to deannah@awcnet.org