

Gig Harbor City Council Meeting

**September 11, 2006
7:00 p.m.**



**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
September 11, 2006 - 6:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

EXECUTIVE SESSION: For the purpose of discussing labor negotiations per RCW 42.30.140(4)(b).

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 the City Council Meeting of August 28, 2006.
2. Correspondence / Proclamations: Fall Prevention Week
3. Purchase Authorization – Automated Weirwasher System.
4. Payment of Bills for September 11, 2006.
Checks #51369 through #51482 in the amount of \$667,689.33.
5. Payment of payroll for the month of August:
Checks #4365 through #4419 and direct deposit entries in the amount of \$334,349.41.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Notice of Intention – Hansen Annexation (ANX 06-1313).
2. ~~Administrative and Special Projects – Consultant Services Contract.~~
3. City Administrator Search - Consultant Services Contract.

STAFF REPORT:

1. Mike Davis, Chief of Police – August Stats.
2. John Vodopich, Community Development Director – Historical Society.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

Pierce County Council - September 12th - 5:30 p.m. - Council Chambers.

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 28, 2006

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

CALL TO ORDER: 7:02 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 the City Council Meeting of August 14, 2006.
2. Correspondence / Proclamations: Payroll Week.
3. Tacoma/Pierce County YMCA - Stormwater Facilities Maintenance Agreement.
4. Olympic Drive/56th Street Roadway Improvement Project – Permanent Right-of-way Easement Agreement.
5. MultiCare – Sanitary Sewer Facilities Easement and Maintenance Agreement.
6. Mallards Landing - Sanitary Sewer Facilities Easement and Maintenance Agreement & Stormwater Facilities Maintenance Agreement.
7. Liquor License Assumption: Olympic Drive Mart.
8. Liquor License Applications: Gourmet Essentials; Kelly's Café and Espresso.
9. Payment of Bills for August 28 2006.
Checks #51250 through #51368 in the amount of \$327,483.57.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Conan – unanimously approved.

OLD BUSINESS:

1. Harbor Hill (OPG Properties) Water Tank - Quit Claim Deed. Mark Hoppen, City Administrator, explained that this concerns access to a water tank in which ownership has already been conveyed to the city. He explained that the Gig Harbor North Pre-annexation Agreement has a provision that states that the owner agrees to convey to the city any type of water facilities or roadways constructed upon the city's acceptance of the infrastructure at no additional cost to the city and in a form approved by the city attorney. He continued to explain that an agreement pertaining to telecommunications devices attached to the water tank is something over and above the language in the pre-annexation agreement. He pointed out that the City Attorney has concerns with gift of public funds issues and also about granting rights in perpetuity.

Councilmember Young asked Carol Morris if she had reviewed the case law provided by OPG in their proposal. Ms. Morris responded that she had. She said that her concern is that if Council were to allow this right, it would set a negative precedent. She said that she is unaware of any other city in Washington that allows telecommunications facilities to be leased and the profit going to a private entity. She added that the State

Auditor now has the capability to audit cities for compliance with law, and this could become an issue.

Councilmember Young followed up by explaining that proper consideration for a contract involves an exchange of value. The pre-annexation agreement identified that in exchange for the infrastructure, the city agreed to annex the property and facilitate development. He then asked if there was a problem if the Quit Claim Deed was not signed.

Ms. Morris responded that this is just one way to convey the access rights to the city in order to avoid paying taxes on the underlying property. OPG could also grant an easement to the city.

Jon Rose – Olympic Property Group, 19245 10th Ave. NE, Poulsbo, Washington. Mr. Rose said that their attorney forwarded similar cases and asked why these cases aren't relevant. He addressed the "gift of public funds" issue; setting precedent for a proliferation of cell towers; the issue of proper consideration; and finally, Council entering into agreements that carry over into future terms. He said that he isn't asking for a franchise right, just the right to have a telecommunications facility that would not diminish the city's ability to own or operate the water tank. He stressed that this would allow two uses of a single structure rather than building a separate tower. He again asked for a response to the information that they were asked to provide by Council at the last meeting.

Councilmember Dick clarified that the pre-annexation agreement provides that the owners will give both the property and water infrastructure to the city with no conditions in exchange for the ability to develop. To grant an additional right to retain revenue from the property is a valuable right which is not included in the pre-annexation agreement and would constitute a gift of public funds. He said that it is not within the Council's discretion to change the agreement now. He added that encumbering a central infrastructure would be a management nightmare and that is why the city has a uniform method of accepting such infrastructure.

Steve Misiurak, City Engineer, explained that the city has a letter of agreement that allows access to the valve cluster on the tank property.

Carol Morris pointed out that the pre-annexation agreement grants the city the tank and all appurtenances for the city's use of the tank. She said that there could be no argument that the city doesn't have access of the tank whether or not there is an easement. The quit claim deed was suggested to save OPG from having to pay taxes on the property under the tank. She said that an easement to allow the city access to the facility would be acceptable.

Councilmember Kadzik said that he has both financial and philosophical concerns with this. There is value to placing a telecommunications facility on this site, and the city has unexpected expenses that arise on a regular basis. Leasing out this facility could help

offset these costs. Philosophically, the city enters into agreements all the time for property owners to improve the city's infrastructure in exchange for the right to develop.

Councilmember Young added that to grant OPG the right to retain the ability to gain revenue from a telecommunications facility on this site doesn't sound like anything that the city can do.

MOTION: Move for Council to ask OPG to delete the condition to the Quit Claim Deed, and provide the city with a Quit Claim Deed that merely transfers whatever interest OPG has in the property to the City.
Ekberg / Kadzik – unanimously approved.

NEW BUSINESS:

1. Public Hearing and Resolution – Adoption of Six-Year TIP. Steve Misiurak, City Engineer, presented a brief introduction to this resolution adopting the city's Six-Year Transportation Improvement Program.

The Mayor opened the public hearing at 7:25 p.m.

Glen Van Dyne – 3322 44th St. Ct. NW. Mr. Van Dyne said he was representing the residents of Quiet Forest Park, Merrill Gardens, and Manor Care who walk to the nearby library, medical facility, and nearby shopping areas. He said that the absence of sidewalks creates a critical safety issue and asked that this project be placed closer to the top of the list of priorities. He said that they also request the edge of 45th to be delineated with markers to prevent drivers from coming onto the lawn area. Mr. Van Dyne added that they have been working with city staff for a temporary solution.

Harris Steameson – 3309 45th Street. Mr. Steameson said that there has been a heavy influx of cars parking on the street which causes pedestrians to walk in the middle of the street. He also asked for consideration to move this project up on the TIP list.

Gretchen Wilbert – 8825 No. Harborview Drive. Ms. Wilbert spoke in favor of this issue, as pedestrian movement is very important.

Councilmember Ekberg said that parents lived at Merrill Gardens for a short time, adding he is very aware of the situation on this street. He explained that the numbering system doesn't necessarily mean the order in which a project will be completed. He said that this will be discussed in the upcoming budget process.

Councilmembers Young and Franich both added that the numbering doesn't indicate the timing of the project and agreed that this is a priority and will be discussed during the upcoming budget meetings.

Mayor Hunter closed the public hearing at 7:32 p.m.

Councilmember Kadzik asked that in the future, it would be helpful to have a key to the information in the project list in order to better understand the headings. Steve Misiurak said that he would provide a legend / key as a follow-up to this meeting.

Councilmember Young asked for clarification on the prioritization of the projects. Mr. Misiurak responded that the status column shows that all these projects are in the planning phase. The prioritization number doesn't have any importance other than labeling. He added that there are plans this year to do the preliminary in-house design on the 45th Street Sidewalk Improvements. He said that there are options to address the safety issues on a preliminary basis and someone from Engineering could take a look and come up with a plan.

MOTION: Move to adopt Resolution No. 685 adopting the Six-Year TIP for 2007-2012.
Payne / Ekberg – unanimously approved.

2. Public Hearing – Street Vacation / Bujacich Road and 54th Avenue – Harbor Reach Estates. John Vodopich presented this request for a street vacation for a piece of property located off Bujacich and 54th. He explained that there is an existing waterline that goes through this section of property, and the property has been identified in the 2006 Comp Plan Amendments Final FEIS as being appropriate for an improved north/south arterial connection. He said that because of this, staff is recommending denial of the street vacation request.

Mayor Hunter opened the public hearing at 7:46 p.m. No one signed up to speak and the hearing closed.

MOTION: Move to deny the application for request for vacation of right of way.
Young / Payne – unanimously approved.

3. Resolution – Amending the 2006 Personnel Regulations. John Vodopich presented this resolution that would implement the ability to negotiate leave accrual rates, which has become an issue during the last few recruitment processes. This amendment would allow the city to negotiate a higher range of accrual rate for vacation time. The various guilds have been afforded an opportunity to comment. None have been received.

Councilmember Franich commented that it is hard for him to understand why it is so difficult to attract qualified people to come to work for such a great city.

Councilmember Dick said that it is important to have the capability to offer this in order to attract qualified, experienced employees. He said that this proposed amendment has merit.

Councilmember Kadzik agreed. He explained that when he sat in on the interview process for Planning Director, there were two excellent candidates looking at the

position as a lateral move, not a move up. He said that we need to respect the level of professionalism that has been demonstrated in these candidates.

MOTION: Move to adopt Resolution No. 686.
Ekberg / Kadzik – unanimously approved.

4. Eddon Boat Aquatic Lease Survey – Consultant Services Contract. John Vodopich explained that the city is interested in leasing the Department of Natural Resources Aquatic Lands in front of the Eddon Boat site. He said that the first step is to determine which lands are available, and to provide a survey from a licensed surveyor as required by DNR.

Mr. Vodopich responded to Council's questions regarding the timing of the survey because it was not a budgeted item.

Councilmember Young stressed that he would prefer to postpone this until next year if there are no pressing issues. After further discussion on the timeliness of the survey, a motion was made.

MOTION: Move to authorize the execution of the Consultant Service Contract with Prism Surveying in the amount not to exceed eleven thousand, three hundred, and fifty dollars (\$11,350.00).
Ekberg / Payne – six voted in favor. Councilmember Young voted no.

5. Planning Director Starting Pay Rate. John Vodopich presented this request to hire a new Planning Director at the top of the pay range given his years of experience and current salary. He clarified that a salary range adjustment for this position is not anticipated in the 2007 budget.

Councilmember Franich voiced concern that this will set precedent.

Councilmember Payne said that Mr. Dolan is highly qualified and that it is time to fill the vacant position. He said that resources in municipal field are strained, and so the city has to be competitive in order to attract qualified people.

Councilmember Kadzik agreed, saying that investing in good personnel is very important. He said that in the private sector, it would be unacceptable to have a position like this vacant for so long.

MOTION: Move to approve the starting monthly salary point of \$6,857.00 for Mr. Tom Dolan.
Payne / Kadzik – six voted in favor. Councilmember Franich voted no.

Mr. Vodopich thanked Council for the approval of the two changes that are related to filling the Planning Director position. He added that Mr. Dolan has a starting date of

September 18th. Mayor Hunter praised staff for the tremendous job they have done over the past several months.

STAFF REPORT:

1. John Vodopich, Community Development Director – Tacoma Narrows Bridge Traffic. Mr. Vodopich said that at the last meeting he was directed to contact the State Department of Transportation to inquire about options to help alleviate some of the traffic congestion on the bridge. He explained that Claudia Cornish, Tacoma Narrows Bridge Communications Manger, informed him that traffic concerns are foremost on their minds. She told him that they have concerns with wind load if any sort of screening material is used. Ms. Cornish said that they have put up reader boards urging the public to maintain their speed and will continue to monitor the matter.

Councilmember Franich stressed the seriousness of the issue and said that more needs to be done. John Vodopich offered to pass on the contact information to allow Councilmember Franich to contact WSDOT to discuss other solutions.

2. John Vodopich, Community Development Director – Gig Harbor Peninsula Historical Society. Mr. Vodopich said that the Operations and Public Projects Committee has met to discuss the museum project. He gave an overview of the information that has been passed along to Jennifer Kilmer following their meeting. One recommendation is to obtain an appraisal of the property. He said that he received a quote of \$9000 to provide appraisals for the two parcels, from Strickland Heischman & Hoss. Another firm had been contacted, but he had not yet received a quote.

Councilmember Dick voiced concern that what they want the city to purchase has yet to be determined, and so a valid appraisal is not possible.

Councilmembers and staff discussed what portion of the property is being considered and the potential use. Mr. Vodopich said that he has asked the Historical Society for a graphic delineation of what they want the city to purchase to compare with the Brinnon report on Donkey Creek to see if there is sufficient room to daylight the creek.

Councilmember Payne asked if previous studies or appraisals might have the information that we are looking for without having to spend additional money.

Councilmember Young pointed out that land is only worth what you can build on it. If the property that the Historical Society is asking the city to purchase is required to remain open space, it has a much lower value. The city would be doing them a favor by taking it off their hands.

Councilmember Kadzik suggested that the information already in possession on the square footage and purchase price of the Borgen Corner Property will help to determine a baseline value. Councilmember Young said that these properties were buildable, and therefore would have a totally different value than the property currently in question.

Mr. Vodopich was directed to obtain another quote for an appraisal to present to Council for consideration.

3. Carol Morris, City Attorney – Administrative Appeal Procedures. Ms. Morris explained that at this time, Council receives copies of the Hearing Examiner's decisions after the fact. She recommended changing the procedure so that Council could appeal these decisions to itself.

When asked for the downside of such a change, she responded that Council would have to be sure that the appeal is based on information in the administrative record, and that no new issues are raised. Council would be required to hold an administrative appeal hearing to develop findings of fact and conclusions. She warned that an important issue is ex parte communications. Council would not be able to talk to any opponents or proponents of any project from the time of the Hearing Examiner's decision until 21 days after Council has made a decision.

Ms. Morris continued to explain that there would be a significant advantage for Council to make sure that the code is enforced when the Hearing Examiner has made an obviously erroneous decision.

Councilmember Young commented that the restricted communication can create a stressful situation because the public expects to be able to discuss projects with their Councilmembers.

Councilmember Kadzik asked if Council could talk about a project before the Hearing Examiner has made a decision. Ms. Morris stressed that Council should not be having any discussions on any project while an application is pending.

Councilmember Franich said that he supports the ability for Council to appeal a Hearing Examiner's decision.

Ms. Morris said that if directed to draft an ordinance, she would schedule a training session on how to hold a closed record hearing and the Appearance of Fairness Doctrine.

MOTION: Move to direct the City Attorney to create an ordinance to allow the Hearing Examiner's decision to be appealed by the City Council.
Kadzik /

Councilmember Franich said that he would like the option to be able to appeal all decisions whether Hearing Examiner or Administrative. Councilmember Kadzik said that he would amend his motion to reflect this change.

Ms. Morris asked which administrative decisions should be included. Councilmember Franich requested a comprehensive list of decisions that could be considered. She

offered to bring back a grid of all possible decisions for Council to decide which ones to include in the appeal process.

RESTATED MOTION: Move to direct the City Attorney to create an ordinance to allow all decisions, whether Hearing Examiner or Administrative to be appealed by the City Council.
Kadzik / Young – unanimously approved.

PUBLIC COMMENT:

Gretchen Wilbert 8825 No. Harborview Drive. Ms. Wilbert suggested that there are existing appraisals for the Museum property in question. She said that she and Mark Hoppen talked about opening up Donkey Creek for years to let the salmon go up the creek. She also said that she would like the Historical Society to consider donating the property in the event that the city would consider budgeting for the renovation of the Skansie House, the Hoppen House, and the Wilkinson Family Home. This way the history of fishing, farming and agriculture can be told. She said that people love the historic markers around town, and they would also love to go into the Skansie House. She recommended a docent to give the history of each facility and volunteered to serve as such.

COUNCIL COMMENTS / MAYOR’S REPORT:

Councilmember Franich said that this is an important meeting as it is the last meeting for Mark Hoppen. He extended his gratitude to Mark for all that he had taught him over the past 5-6 years. He added that Mark had done great things for the city and wished him the best in the future. Councilmember Young agreed.

ANNOUNCEMENT OF OTHER MEETINGS:

Pierce County Council - September 12th - 5:30 p.m. - Council Chambers.

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

MOTION: Move to adjourn to Executive Session for approximately 20 minutes at 8:46 p.m. in order to discuss pending litigation per RCW 42.30.110(1)(i).
Franich / Conan – unanimously approved.

MOTION: Move to return to regular session at 9:07 p.m.
Kadzik / Franich – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:08 p.m.
Franich / Ekberg – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1- 21
Disk #2 Tracks 1- 9

Charles L. Hunter, Mayor

Molly M. Towslee, City Clerk

**PROCLAMATION OF THE MAYOR
OF THE CITY OF GIG HARBOR**

WHEREAS, it is estimated that 11.3 percent of Washington State citizens are 65 years of age or older; and

WHEREAS, it is estimated that one third of seniors over the age of 65 and 50 percent of seniors over the age of 80 will fall each year, resulting in medical costs exceeding \$27 billion annually; and

WHEREAS, falls are the leading cause of injury deaths among people over the age of 65, and the leading cause of doctor visits, hospital admissions, and emergency room visits; and

WHEREAS, falling, and the fear of falling, can lead to depression and hopelessness, loss of mobility, and loss of functional independence; and

WHEREAS, injuries from falls are largely a preventable community health problem; and

WHEREAS, the causes of falls vary with contributing factors including lack of strength in the lower extremities, the use of four or more medications, reduced vision, chronic health problems, and unsafe home conditions;

NOW, THEREFORE, I, Chuck Hunter, Mayor of the City of Gig Harbor, do hereby proclaim September 21, 2006, as

Fall Prevention Day

in the City of Gig Harbor, and I urge all citizens to join me in this special observance.

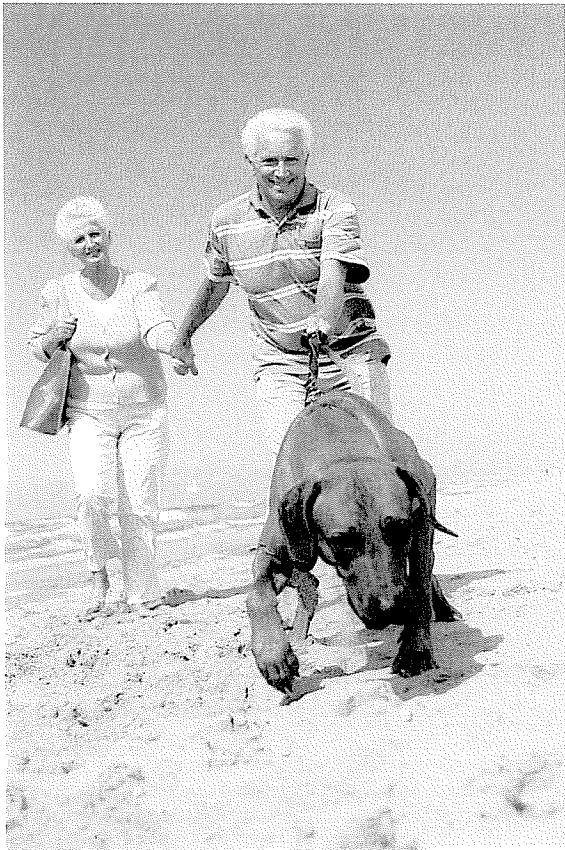
Chuck, Hunter, Mayor, City of Gig Harbor

Date

STAY FIT, STAY SAFE

"WASHINGTON STATE FALL PREVENTION AWARENESS DAY"

THURSDAY, SEPTEMBER 21ST
10AM TO 2PM
UNITED METHODIST CHURCH
7700 PIONEER WAY - GIG HARBOR, WA



- FREE Event!
- Learn to reduce YOUR risk of falling
- Presentation by Physical Therapist
- Dress comfortable
- Be ready to participate and actively learn!

*Stay Active & Independent for life!
Learn How:*

- Exercise
- Home Safety
- Health/Medication
- Vision Awareness



For More Information Contact:
Nanette Tatom, Prevention Specialist
Gig Harbor Fire & Medic One
253-853-2114





"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS
SUBJECT: PURCHASE AUTHORIZATION – AUTOMATED WEIRWASHER SYSTEM
DATE: SEPTEMBER 11, 2006

INTRODUCTION/BACKGROUND

An identified Sewer Objective in the 2006 Budget is to install clarifier upgrades at the Wastewater Treatment Plant.

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

<u>Vendors</u>	<u>Total</u>
Gill Trading Company	\$13,490.00 + tax
Treatment Equipment Company	\$14,325.00 + tax
Comarco Industrial Inc.	\$15,110.00 + tax

The lowest price quotation received was from Gill Trading Company in the amount of \$13,490.00, not including Washington state sales tax.

ISSUES/FISCAL IMPACT

This work was anticipated in the adopted 2006 Budget, identified under the Sewer Operating Fund, Objective #6, and is within the allocated amount of \$15,000.00.

RECOMMENDATION

I recommend that Council authorize the purchase of the Automated Weirwasher System from Gill Trading Company as the lowest vendor, for their price quotation proposal amount of Thirteen Thousand Four Hundred Ninety Dollars (\$13,490.00).



COMMUNITY DEVELOPMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PROPOSED ANNEXATION - HANSEN (ANX 06-1313)
DATE: SEPTEMBER 11, 2006

INFORMATION/BACKGROUND

The City has received a complete Notice of Intention to Commence Annexation Proceedings from Don Hansen for a proposal to annex approximately 2.5 acres of property located at the corner of 46th Avenue NW and Forest Lane adjacent to the existing City limits and within the City's Urban Growth Area (UGA).

Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is Single-Family Residential (R-1).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description was sent to the Clerk of the Boundary Review Board for review and comment. Pierce County has approved the legal description and map as presented.

Additionally, this request was distributed to the City Administrator, Chief of Police, Director of Operations, City Engineer, Building Official/Fire Marshal, Planning, Finance Director, and Pierce County Fire District #5 for review and comment.

The Council is required to meet with the initiating parties to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

Notice of the September 11, 2006 meeting was posted on the City website and was mailed to property owners of record within the area proposed for annexation as well as those within three hundred feet (300') on August 24, 2006.

If accepted, the process will then move forward with the circulation of a formal petition for annexation. The petition must be signed by either by the owners of a majority of the acreage and a majority of the registered voters residing in the area considered for annexation; or by property owners of sixty percent (60%) of the assessed value of the area proposed for annexation.

POLICY CONSIDERATIONS

The City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and had the following comments:

1. The annexation will bring additional land under our review for future building permitting. This has the potential to increase our workload for plan reviews, permitting and inspections.
2. Fire flow in the area is unknown at this point. If the parcels in this annexation will be served by the City water system, adequate fire flow should be available upon completion of the Gig Harbor North water tank. If serviced by other water service purveyors, the City fire flow requirements will apply however, it's unknown what the water availability is. Additional fire hydrants and main improvements will likely be required as part of development of the properties.

Given these comments, the Building Official/Fire Marshal does not see any compelling reason to object to this annexation.

Planning has noted that wetlands do not appear to exist on the parcel.

The City of Gig Harbor Finance Director noted that there would be no significant financial impacts from this proposed annexation.

The Chief of Police has commented that no additional resources will be required as a result of this annexation.

Engineering has made the following comments:

Transportation

Any development proposed within the proposed annexation area would need to provide mitigation for the impacts from additional traffic generated. The parcel owner shall provide a transportation CRC application in accordance with City requirements and pay all applicable traffic impact fees at the time of development of the parcel.

Water

The proposed parcel for annexation is currently shown to be served by Washington Water Company. Therefore, annexation of this parcel would have no affect on the City's water system.

Sanitary Sewer

The proposed annexation area is currently shown in the City's 2002 Wastewater Comprehensive Plan as being served by the City of Gig Harbor's sanitary sewer and wastewater treatment system. Any development proposed shall submit a sewer CRC application in accordance with City requirements and pay all applicable connection fees.

The Comprehensive Plan indicates the parcel is included in the C-5 collection system expansion, which is not yet constructed. This Comprehensive Plan indicates the estimated construction costs for the entire sanitary sewer basin C-5 improvements are \$5,636,000 (in year 2000 dollars). However, a majority of the C-5 basin improvements are proposed to be constructed by private developers within the next couple of years.

All costs for connection fees and construction of the necessary extensions of the existing sewer system, including those noted in the Comprehensive Plan for the parcels within the C-5 basin and possible late-comers fees, shall be borne by parcel owners and not the City.

Each parcel that connects to the City's sanitary sewer system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the sanitary sewer system extended to the parcels.

Stormwater

Any redevelopment proposed for this parcel would be required to meet the requirements of the City's Stormwater Design Manual. This includes all stormwater features necessary for improvements within the City's right of way. All costs for design and construction of these stormwater features shall be borne by the developers and not the City. All costs for operations and maintenance of stormwater features outside of the City's right of way shall also be borne by the developers.

Each parcel that is annexed shall be required to pay the appropriate stormwater fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the City's stormwater system created by the parcels.

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation. Staff has evaluated the proposal in light of these criteria and has provided comments following each of the criteria.

RCW 36.93.180

Objectives of boundary review board.

The decisions of the boundary review board shall attempt to achieve the following objectives:

(1) Preservation of natural neighborhoods and communities;

Comment: The proposed annexation area consists of one vacant parcel of land.

(2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

Comment: The proposed annexation area is bounded by 46th Avenue NW to the east and the existing City limits to the north.

(3) Creation and preservation of logical service areas;

Comment: The proposed annexation would not alter any service area boundaries.

(4) Prevention of abnormally irregular boundaries;

Comment: The proposed annexation would create an abnormally irregular boundary.

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

Comment: Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

Comment: The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

Comment: Not applicable with regards to this proposed annexation, the area proposed for annexation is entirely within the City's Urban Growth Boundary.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

Comment: The proposed annexation is of an unincorporated area with a lot size of approximately 2.5 acres. The area consists of a vacant parcel and is within the City's Urban Growth Boundary which is planned for urban levels of development.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

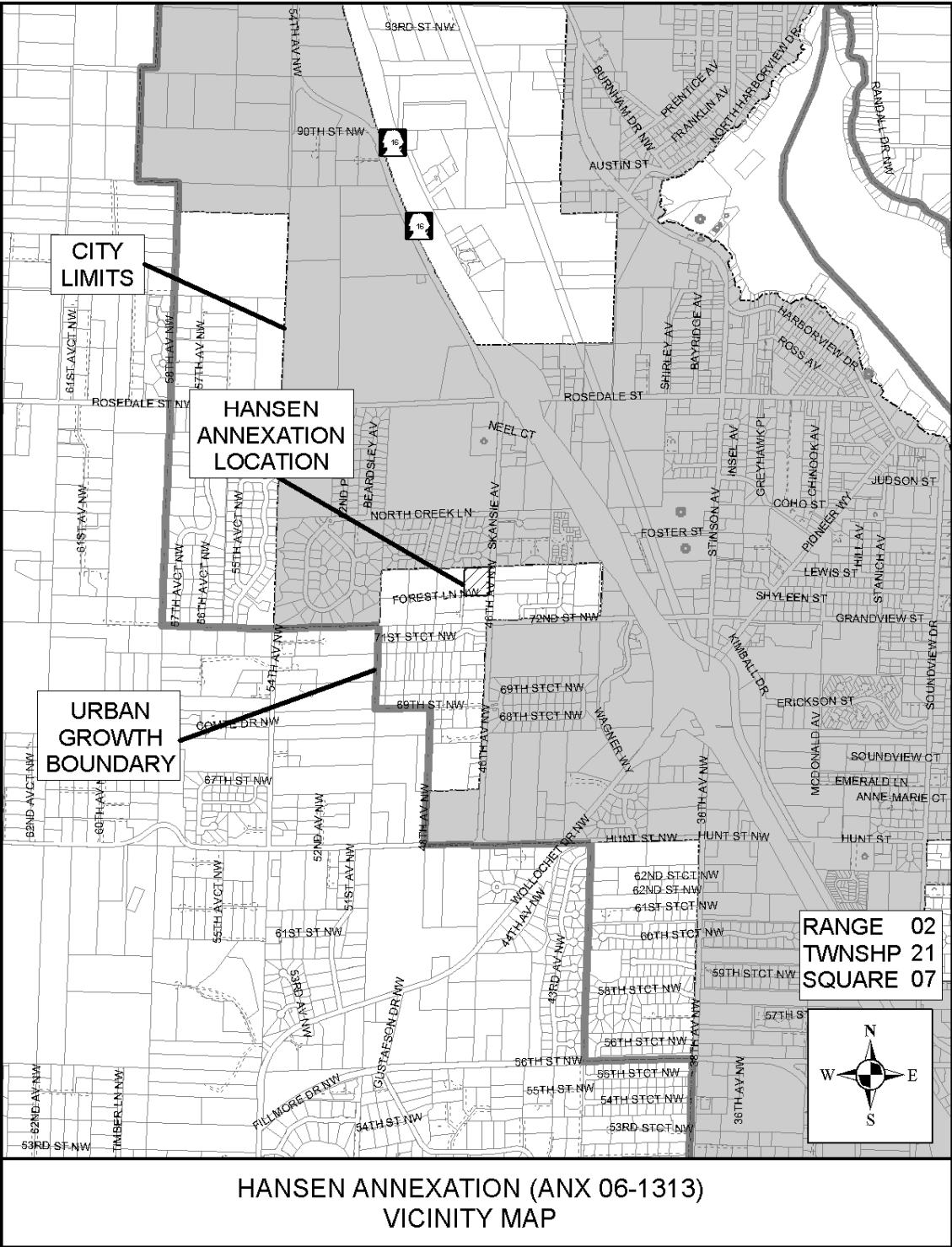
Comment: The proposed annexation does not involve designated agricultural or rural lands.

FISCAL CONSIDERATIONS

The Finance Director has noted that financial impacts from this proposed annexation would not be significant to the City.

RECOMMENDATION

I recommend that the Council deny the notice of intent to commence annexation proceedings for this one parcel and suggest to the proponent that the annexation be resubmitted with a proposed annexation area to include all of the property located north of 72nd Street NW (to the east and west of 46th Avenue NW) in order to create a regular boundary.



ANY 06-1313

City of Gig Harbor
Mr. John Vodopich, Community Development Director
3510 Grandview Street
Gig Harbor, WA 98335

RECEIVED
CITY OF GIG HARBOR

MAY 26 2006

COMMUNITY
DEVELOPMENT

May 26, 2006

RE: Proposed Annexation of Hansen Property

Dear Mr. Vodopich,

Please accept the enclosed Notice of Intention to Commence Annexation Proceedings for the property located at 7320 46th Ave. NW Gig Harbor. The property is approximately 2.5 acres located on the corner of 46th Ave and Forest Lane. It is adjacent to the City Limits and within the Urban Growth Area.

If you have any questions or concerns, please do not hesitate to contact:

Eva Jacobson, consultant
Still Water Planning, Inc.
P.O. Box 2314
253/851-2243

Sincerely,

Don Hansen

**NOTICE OF INTENTION TO COMMENCE ANNEXATION
PROCEEDINGS**

The Honorable Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor WA, 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

Exhibit "A"

LEGAL DESCRIPTION

Hansen Property Annexation (ANX 06-1313)

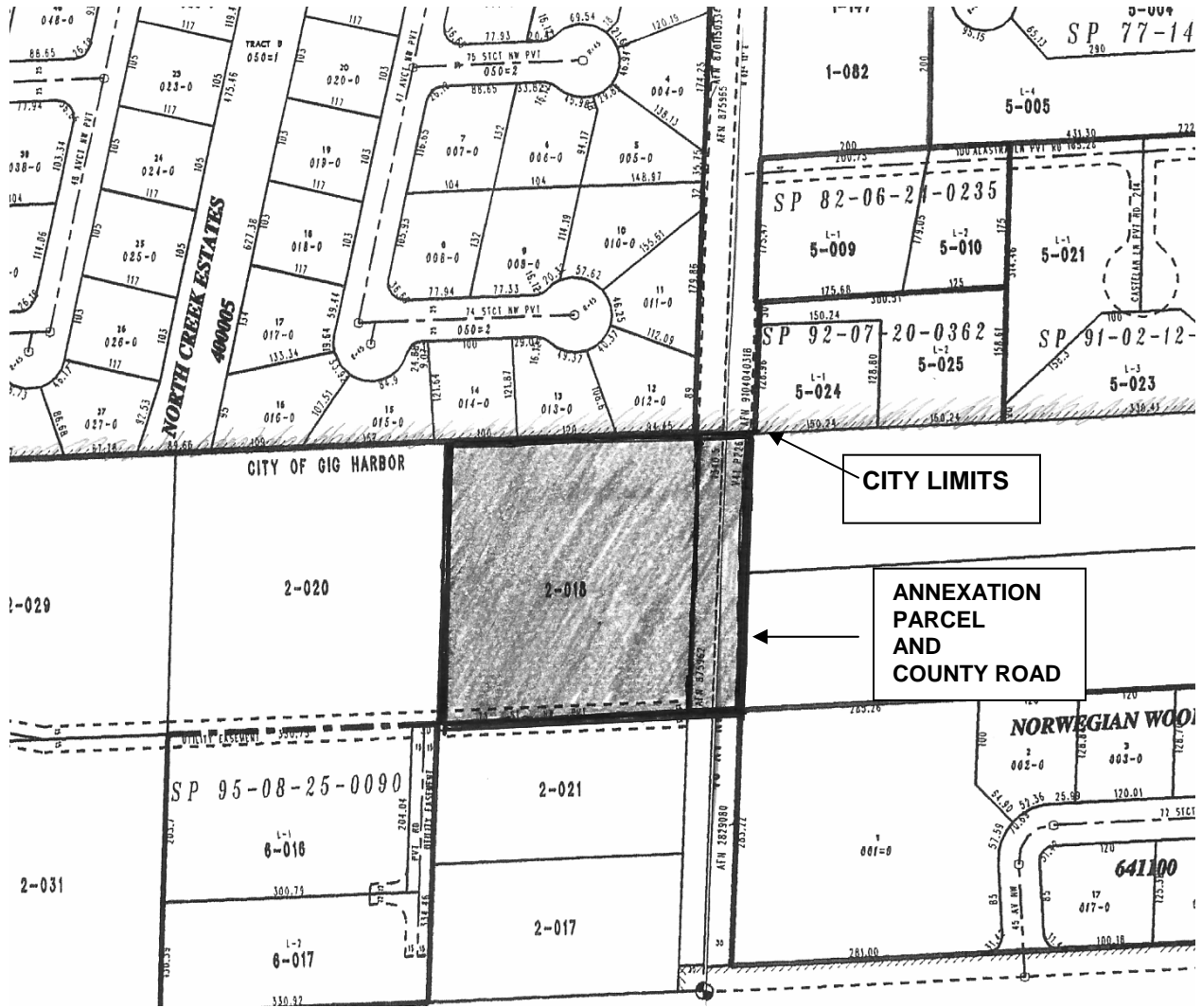
(PER STATUTORY WARRANTY DEED AF#200509090786)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7,
TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

AND INCLUDING THE EAST HALF OF 46TH AVENUE NW (A.K.A. MCDOUGALL
COUNTY ROAD) ABUTTING SAID PARCEL

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

EXHIBIT "B"
HANSEN ANNEXATION
ANNEXATION PARCEL MAP





ADMINISTRATION

TO: CITY COUNCILMEMBERS
FROM: MAYOR HUNTER
SUBJECT: CITY ADMINISTRATOR SEARCH CONTRACT
DATE: SEPTEMBER 11, 2006

INFORMATION/BACKGROUND

The attached consultant services contract will facilitate the search for a qualified person for the position of City Administrator.

The City Attorney has reviewed and adjusted this agreement.

FISCAL CONSIDERATION

The City shall pay the Consultant twenty-five percent (25%) of the starting salary of the selected candidate plus expenses.

I will work with the Consultant on the scope of work to minimize the expenses as much as possible.

RECOMMENDATION

I recommend that City Councilmembers authorize the signing of this contract for the purpose of recruitment of the position of City Administrator at a cost not to exceed Thirty-two Thousand Five Hundred Dollars and No Cents (\$32,500.00) plus expenses not to exceed Five Thousand Dollars and No Cents (\$5,000.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
PROTHMAN COMPANY**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Prothman Company, a corporation organized under the laws of the State of Washington located and doing business at 3633 136th PI SE #206, Bellevue, WA 98006 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the recruitment of a City Administrator and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated August 7, 2006, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. Fees.

1. The City shall pay the Consultant twenty five percent (25%) of the starting salary of the selected candidate for professional services (not including expenses) described in Section I herein, or an amount not to exceed \$32,500, for professional fees (not including expenses) regardless of whether or not the Consultant's search is successful, and regardless of whether the City hires a candidate offered by the Consultant. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A (excluding expenses) and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. .

2. The Consultant shall submit invoices for professional fees in three installments during the course of completing the Scope of Work as outlined in Exhibit A. The first installment is billed when the Consultant is authorized by this Agreement to begin the project. The second installment is billed when semi-finalist

interviews are completed, which is the mid-point of the recruitment. The third and final installment is billed at the conclusion of the recruitment.

3. The guarantee for the Consultant's work is as set forth in Exhibit B, which is attached hereto.

B. Expenses. Expenses will vary depending upon the direction from the City regarding how geographically broad the recruitment effort is and where the top candidates come from, all as set forth in Exhibit B, attached hereto. Additional expenses, which include the activities and materials described in Exhibit B, will generally amount to not more than \$5,000.00, but this does not include candidate travel. The Consultant agrees that it shall discuss all expenses with the City and obtain written pre-approval prior to expenditure of any expenses. Expenses are billed monthly.

C. Billing and Payment. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement pursuant to a project timeline to be negotiated at the kick off meeting to be scheduled.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for any reason at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall only be responsible to pay for the fees of the Consultant incurred prior to termination, as well as any expenses, as long as the expenses were authorized in writing by the City. The Consultant shall describe all such fees and expenses in a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may perform its own search or contract with other Consultants to perform the same work described herein.

VI. Discrimination

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

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's decision to hire the interim City Administrator or any candidate offered by Prothman shall not be grounds to avoid any of these covenants of indemnification.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

C. All policies and coverage's shall be on an occurrence made basis.

D. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

F. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

G. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done

at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the Mayor's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Greg Prothman
Prothman Company
3633 136th PI SE #206
Bellevue, WA 98006
206 368 0050

CITY OF GIG HARBOR:
Charles L. Hunter, Mayor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

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

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT
By: Greg Prothman
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:

Greg Prothman
Prothman Company
3633 136th Pl. SE Ste 206
Bellevue, WA 98006
(206) 368-0050

Charles L. Hunter, Mayor
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-8136

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Exhibit A Scope of Work

Project Planning & Research

Our philosophy is that we believe that a successful City Administrator search is the result of a well thought out plan, requiring careful execution coupled with a strong working partnership between the search consultant and the City. We will:

- ◆ Review the proposed search outline and modify as needed
- ◆ Develop a project timeline
- ◆ Identify the geographic scope of the search
 - Regional
 - Western United States
 - National
- ◆ Jointly decide if a salary survey is needed
This review will provide the City with accurate salary information to evaluate if the position is at "market rate." If a survey is needed, we will work with the City to identify similar cities for compensation comparisons.
- ◆ Gather and review all relevant documents related to the City Administrator position and the City of Gig Harbor
- ◆ Interview key stakeholders, including
 - Mayor
 - City Council Members
 - Department Directors
 - Community Leaders
 - Others as directed

IDENTIFYING THE "IDEAL" CANDIDATE

Documenting what we have learned by describing the "ideal" candidate is the best way to make certain that we are identifying the best candidates for the position. We will do this by developing a comprehensive "Position Profile." Once the Position Profile is written and approved, it will serve as the "benchmark" to measure a candidate's qualifications and organization "fit." It will also help potential candidates decide if this is the right career move for them. The Position Profile includes:

- ◆ A description of the ideal candidate qualifications
 - Years of related experience required
 - Previous positions and sizes of communities
 - Specific relevant experience
 - Education requirements
 - Ideal personality traits and work habits
- ◆ City of Gig Harbor's information, including
 - City location and quality of life opportunities
 - A summary of City services
 - Number of City employees and budget size
 - A basic description of the position
- ◆ A description of key issues and priorities facing the City and the City Administrator position
- ◆ A description of the compensation package
- ◆ Information on how and when to apply

RECRUITMENT STRATEGY

We will work with the City to develop a recruitment strategy designed to identify outstanding candidates ideally suited to the position. We recognize that often the best candidates are not actively looking for a new position. This is the person we want to reach and recruit. We will accomplish this by:

- ◆ Creating Recruitment Brochures
Highlighting the position and the City of Gig Harbor
- ◆ Direct Mail Campaign
Researching and compiling a comprehensive list of potential candidates to be reached through a direct mail campaign
- ◆ Direct Contact Calls
Making direct recruiting calls to promising candidates based upon our extensive personal knowledge of excellent candidates
- ◆ Ads in Print and on the Web
Creating and placing targeted ads in professional publications, journals and on related websites targeting qualified candidates

Candidate Screening

Once candidates have indicated an interest in the position, we will work with the City to begin identifying the most promising candidates. Using the Position Profile as our guide, we will conduct an extensive candidate review designed to gather detailed information on the leading candidates. We will do so by:

- ◆ Initial Resume Screening
We will conduct an initial review of all resumes, screening for minimum qualifications.
- ◆ Supplemental Questions & Applications
The remaining qualified applicants will be asked to complete an application and Supplemental Questions/Writing Sample. We have found that this exercise provides a good example of a candidate's writing skills, analytical abilities and communication style and is an early indicator of his/her philosophy and values.
- ◆ First Workshop
Based upon the responses to the supplemental questions, we further screen the applicant pool, bringing the most promising candidates for Mayor's review. Using the application, supplemental questionnaire, resume and other materials submitted by the candidates, we will work with the City to identify the top semifinalists. Prior to the workshop we will provide a candidate sourcing summary detailing the efforts of advertising, direct mail campaign, and direct recruiting phone calls. The summary also includes a list of the applicants and from where they have applied. We will also begin preliminary discussions about designing the final interview process.
- ◆ Consultant Semifinalist Interviews
Prothman will conduct in-person or videoconference interviews with each of the semifinalist candidates.
- ◆ Second Workshop
Based upon the results of the semifinalist interviews, we will present our findings and recommendations for your review in a face-to-face meeting with you. We will advise you of the candidates meeting the qualifications, our knowledge of them and their strengths and weaknesses relative to fit with your organization. We will then work with you to identify four to six candidates to invite to the final interviews. We

will also complete the planning and design of the final interview process and begin identifying potential interview questions.

FINAL INTERVIEWS

The Final Interview process includes completing key steps before the actual interviews take place. These steps include performing detailed background checks, coordinating candidate travel, compiling final interview binders, determining the final interview configuration and facilitating the Mayor's selection of the successful candidate. Each of these steps is described below:

- ◆ Detailed Background Checks
 - Prior to the final interviews we will conduct a thorough background check on each of the finalist candidates. If a "red flag" is found we will work diligently to either verify that the issue is serious enough to eliminate the candidate from further consideration or be able to fully explain the issue to the Mayor's satisfaction.
- References
 - We will ask each candidate to provide names of their supervisors, subordinates and peers for the last several years. From this list we will conduct detailed reference checks on the finalist candidates through detailed conversations with the individuals who have direct knowledge of the candidate's work and management style. We will also make a point of contacting individuals not on the candidate's preferred list of references.
- Education Verification
 - Prior to the final interviews we will verify that the candidate did in fact graduate with the degrees listed on their resume. We have found that approximately 1 out of 30 candidates do not have a degree claimed on their resume.
- Criminal History and Driving Record Check
 - We will conduct a criminal history and driving record check on each candidate in the states in which they have worked.
- Sex Offender Check
 - We will verify that the candidate is not a registered sex offender in the states where they have worked.
- Review of Published Articles
 - We will conduct a review of published articles for each candidate, including an internet search utilizing an internet newspaper search engine.
- ◆ Candidate Travel Coordination
 - For those candidates who will be traveling to the final interviews, we will coordinate the travel arrangements, ensuring that each candidate is fully prepared for the final interviews and not distracted by travel difficulties. We work with the candidates to organize the most cost-effective and efficient travel arrangements. Each candidate is fully informed as to their travel arrangements, interview schedule and location of the interviews. We coordinate and finalize air travel, hotel reservations and rental cars.
- ◆ Final Interview Binders
 - Final Interview Binders are the tool that keeps the final interview process organized and ensures that all interviewers are "on the same page" when it comes to evaluating each candidate. The binders are assembled in order of candidate interview for each panel of interviewers. The binders include:
 - A master schedule of all panels and candidate interviews

- A draft list of suggested interview questions designed to augment questions that you may wish to ask
 - Each candidate's resume
 - Each candidate's application
 - Each candidate's answers to the supplemental questions
 - Confidential reference checks on each candidate
 - Education verifications for each candidate's degrees
 - Criminal history checks on each of the finalist candidates
- ◆ Final Interview Process
- The design of the final interviews is an integral component towards making sure that all stakeholders, whether advisory or the selecting authority, have the opportunity to learn as much as possible about each candidate. Each of the advisory panels is designed to provide the Mayor with as much information as possible regarding each candidate's strengths and weaknesses. Elements of the final interview process include:
- Identifying interview panel participants (if desired by the Mayor)
We work with the Mayor to identify the participants of different interview panels to ensure that all stakeholders have been represented.
 - Providing suggested interview questions for each panel
Suggested interview questions for each panel are composed based on what is unique to the City of Gig Harbor. The questions are designed to allow the interview panels to not only gauge the quality of the answer but to also measure organization "fit."
 - Providing facilitators for each panel
Panel facilitators assist the panel members in their review and editing of the suggested interview questions, as well as the consideration and discussion of possible new questions. The facilitator helps the panel determine who will ask which questions, the order in which they should be asked and will keep the interviews on schedule. More importantly, the panel facilitator will debrief with the panel and summarize the individual panel member's thoughts after each interview. At the conclusion of all of the interviews, the facilitator will gather input from all panel members and make sure that each panel member's opinions and thoughts are heard and represented when reporting back to the Mayor.
 - Facilitate the Mayor's selection of the successful candidate
We will assist the Mayor in determining his top candidate(s). We will also notify the unsuccessful candidates.
- ◆ Assisting in Developing a Compensation Package and Letter of Offer
- Once the top candidate has been selected, we can also assist the City in developing a letter of offer outlining the compensation package and further assisting as an active advisor until an employment agreement is reached.

Exhibit B Expenses / Guarantee / Cancellation

Expenses will vary depending upon direction from the City regarding how geographically broad the recruitment effort is and where the top candidates come from (travel expenses). Additional expenses generally amount to not more than \$5,000 not including candidate travel. However, all expenses will be discussed and pre-approved by the City prior to expenditure. All expenses incurred for conducting the recruitment are the responsibility of the City of Gig Harbor. Expense items include but are not limited to:

- Newspaper, trade journal websites and other advertising related to the announcement of the position
- Direct mail announcements and regret letters
- Facsimile and delivery expenses
- Printing of documents and materials
- Consultant travel and related expenses
- Any client-required licenses, fees or taxes
- Travel and related expenses for candidates during the interview process

Professional fees are billed in three equal installments during the course of the search. The first installment is billed when Prothman begins the project. The second installment is billed at the mid-point of the recruitment. The final installment is billed at the conclusion of the search. Expenses are billed monthly.

Guarantee

Our record of success in placing highly qualified candidates provides that Prothman will guarantee the placement of a qualified candidate. Provided the Client follows our finalist candidate recommendations and the key elements of the search process as outlined in the proposal, if the selected finalist candidate is terminated for cause within one year from the employment date, we will conduct a replacement search with no additional professional fee. The only cost to you would be the expenses related to the additional search.

Cancellation

You have the right to cancel the search at any time. Your only obligation would be the fees and expenses incurred prior to cancellation.



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR AUGUST 2006
DATE: SEPTEMBER 11, 2006

DEPARTMENTAL ACTIVITIES

August 2006 YTD ***calls for service*** when compared to August 2005 YTD ***calls for service*** show an increase of 431 dispatched calls. During this timeframe we have also seen 225 more ***reports written*** by our officers. ***DUI arrests*** are down by nine, which can again be attributed to being short-staffed at night with two officers currently attending the police academy. Even though our infractions are down by 75 this year, our criminal citations are up by 73. Statistics show our August 2006 YTD ***traffic accidents*** have increased by five accidents when compared to August 2005 YTD. August 2006 YTD statistics indicate our ***misdemeanor and felony arrests*** are up by 22 and 18 arrests respectively when compared to the same time period in 2005.

Category	August 2006					
	August 2005	August 2006	Change	YTD 2005	YTD 2006	Change
Calls for Service	457	541	84	3322	3753	431
General Reports	132	132	0	1013	1238	225
Criminal Traffic	9	8	-1	66	89	23
Infractions	123	63	-60	774	699	-75
Criminal Citations	0	13	13	0	73	73
Warrant Arrests	7	5	-2	69	56	-13
Traffic Reports	15	12	-3	112	117	5
DUI Arrests	6	3	-3	41	32	-9
Misdemeanor Arrests	25	29	4	223	245	22
Felony Arrests	7	12	5	68	86	18
FIR's	1	3	2	12	9	-3

Attached you will find several graphs that track 2006 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 2006 (remember some of the graphs contain cumulative numbers).

The Reserve Unit supplied 96.5 hours of volunteer time assisting our officers in August.

The COPS (Citizens on Patrol) Volunteer Ken McCray provided 29 hours of volunteer time in August. He has been placing the speed trailer out and assisting with special events.

The Marine Services Unit provided 58.5 hours of patrol time during the month of August. Specific activities included the following:

- Dispatched calls: 0
- Boating citations: 0
- Marine inspections: 17
- Search and rescue: 1
- Boater assists: 6
- Boating complaints: 2

The Explorer Program completed one training meeting during the month of August. On August 1, the Explorers assisted the Gig Harbor Police Department with the National Night Out Against Crime. Specifically, the Explorers helped set up booths, distributed DNA preservation kits, and provided tours of the police department to members of the public. During the week of August 12-17, three of our Explorers attended the Basic Explorer Academy in Goose Prairie, Washington (near Yakima). They performed well and have now received a base of training that will allow them to advance further into their Explorer "careers."

On August 25 and 26, the Explorers were present at the CineGig outdoor movies, hosted by the City of Gig Harbor. They provided a presence that maintains the family atmosphere of these events.

○ Training Meeting	6 Explorers X 1.5 hours	9 hours
○ National Night Out	4 Explorers X 4 hours	16 hours
○ Explorer Academy	3 Explorers X 72 hours	216 hours
○ CineGig	2 Explorers X 6 hours	12 hours

TOTAL EXPLORER HOURS in August 2006

253 Hours

TRAFFIC ACCIDENT LOCATION REPORT FOR AUGUST 2006

LEGEND:

P-LOT-	PARKING LOT	H&R-	HIT & RUN
NON -	NON INJURY	INJ-	INJURY
RED/CYC-	PEDESTRIAN/CYCLIST	R/A-	ROUNDBABOUT

TRAFFIC ACCIDENTS FOR AUGUST 2006				
DATE AND TIME	LOCATION	TYPE	CASE#	AGE
8/1/2006 @ 9:30	10501 Burnham Dr.	NON	GH060963	37
8/1/2006 @13:16	51st Ave. & Borgen Blvd.	R/A-NON	GH060965	59
8/1/2006 @15:39	11330 51st Ave.	H&R	GH060968	17
8/3/2006 @14:06	4700 Pt. Fosdick Dr.	INJ	GH060973	30
8/4/2006 @16:40	5700 Soundview Dr.	NON	GH060979	33
8/8/2006 @15:50	Borgan Blvd. & 51st Ave.	R/A-NON	GH060987	64
8/8/2006 @17:25	Borgan Blvd. & Burnham Dr.	R/A-NON	GH060988	23
8/10/2006 @ 9:08	Off-Ramp SR16 @ Burnham Dr.	NON	GH061001	16
8/10/2006 @10:26	4800 Pt. Fosdick Dr.	P-Lot-Non	GH061002	34
8/10/2006 @13:43	5500 Olympic Dr.	H&R - P-Lot	GH061004	N/A
8/12/2006 @ 18:30	4816 Pt. Fosdick Dr,	H&R - P-Lot	GH061020	N/A
8/14/2006 @ 22:20	5500 Olympic Dr.	H&R - P-Lot	GH061023	N/A
8/15/2006 @12:30	5190 Borgen Blvd.	H&R - P-Lot	GH061026	N/A
8/15/2006 @ 20:50	6000 Blk Soundview Dr.	NON	GH061028	55
8/16/2006 @14:45	Point Fosdick Dr. & Briarwood Ln	NON	GH061035	62
8/18/2006 @12:00	5500 Olympic Dr.	NON	GH061014	17
8/19/2006 @10:09	Soundview Dr & Hunt St.	NON	GH061043	55
8/25/2006 @12:35	Wollochet & Pioneer Way	NON	GH061068	69

TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2006 YTD

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	3	4	7	4
February	1	7	5	6
March	5	4	7	1
April	2	2	5	7
May	3	3	8	5
June	3	2	6	1
July	5	7	3	5
August	3	1	4	6
YTD Totals	25	30	45	35

Councilman Eckberg was curious when most of our accidents are occurring. We have started tracking the time each of our traffic accidents occur for your information. You would think most accidents occur during the morning and evening commutes; but, as you can see mid-day seems to be the most common time.

Some of the more interesting calls for the month of August 2006 included:

- August 7th: Several GHPD officers along with the PCSO Swat Team conducted three early morning search warrants at three known drug houses. Two of the warrants were served in the Gig Harbor area and one in Tacoma. Two arrests were made following the execution of the warrants. A large sum of cash and drugs were seized during the operation. Arrests are still pending on known drug

dealers that were not at the residences during the execution of the warrants.
Case # 060975

- August 7th: While on patrol during his graveyard shift, Officer Welch located a suspicious occupied vehicle parked near a local used car business. Two of the male occupants were outside of the vehicle urinating when Officer Welch contacted them. Upon checking the identification of the four subjects, a Tacoma Municipal warrant was discovered on a 24-year old male. Further investigation revealed that a 19-year old male subject was in possession of marijuana. The 24-year old was booked into the Pierce County Jail and the 19-year old was released on a criminal citation for possession of marijuana. Case # 060986
- August 7th: Officer Cabacungan responded to a local tanning salon on a complaint of a male patron looking over the wall of other tanning rooms at female patrons while they were tanning. The offense was witnessed by employees and when confronted, the 29-year old male suspect denied “peeping” at the females. The suspect fled the salon prior to Officer Cabacungan’s arrival and refused to come to the police station for an interview. The case has been referred to our municipal prosecutor for review of charges. Case # 060985
- August 8th: Sgt. Emmett was dispatched to the scene of a hit & run accident in the parking lot of a local shopping center. The 40-year old male victim reported that his vehicle was struck while driving in a roundabout and the female driver of the other vehicle fled the scene after the collision. The victim pursued the suspect vehicle and blocked her vehicle in at the shopping center. During an interview of the 23-year old female suspect, she said that she wasn’t aware that she was required to remain at the scene of an accident involving property damage. The female was arrested for leaving the scene of an accident and later released with a criminal citation. Case # 060988
- August 8th: A 42-year old female was arrested for attempting to shoplift wine, food and cosmetics from a local grocery store. When questioned by officers, the female said that she had lost her job and did not have the money to pay for the items. She was released with a criminal citation for Theft 3rd degree. Case # 060989
- August 8th: A little later in the same day, a 44-year old male was arrested for attempting to steal a 12-pack of beer from the same grocery store. The male suspect was also wanted on a Pierce County warrant and was later booked into the Pierce County Jail on the warrant and the theft charge. Case # 060990
- August 9th: At 4:20 am, Officer Dahm responded to a burglar alarm at a local church. Upon checking the building with a subscriber, it was discovered that someone had entered the church through an open window. The alarm probably scared the suspect away as it appeared that nothing had been taken or disturbed. Case # 060991

- August 10th: An electronic coin box was found in the parking lot of a local department store. The box was empty and badly damaged. It appears that the box was forced open with a pry tool of some sort. The box contained no identification markings and a check with LESA Records showed no recent thefts of a coin box. Case # 061000
- August 12th: Officer Dahm was dispatched to the parking lot of a shopping center on a confused 52-year old female. Upon questioning the female, Officer Dahm found her to be very delusional. He was able to determine that she had left Salem, Oregon in search of her estranged husband. He also discovered that she had a history of mental illness and was refusing to take her medication. Officer Dahm determined that the female was unable to care for herself, and requested that she be transported to a local hospital by for a mental health evaluation. Case # 061010
- August 13th: A 54-year old resident reported that someone stole his 8' inflatable dingy from the city dock. The dingy was powered by an 8hp engine and was valued at \$5000.00. There are no suspects in the theft. Case # 061011
- August 13th: A 26-year old male and his 26-year old girlfriend checked into a local downtown motel at approximately 10:30 pm. The male patron found the 42-year old male clerk intoxicated and asleep in the lobby of the motel. An argument ensued and the clerk threatened to assault the patron. The patron called the police and Officer Welch responded. After receiving the information from the victim, Officer Welch talked with the intoxicated clerk. The clerk continued to threaten the patron and then threatened Officer Welch. The 42-year old clerk was arrested for two counts of harassment and later booked into the Pierce County Jail. It was later learned that the 26-year old victim is the star of his own television show on MTV and a major role in the recent "Jack Ass" movie. He was in Seattle filming and somebody told him a beautiful place to stay was Gig Harbor. Case # 061038

Other reported incidents during the second week of August included:

- 3 Non Injury Accidents
- 1 Driving While License Suspended Arrest
- 3 Vehicle Prowls
- August 14th: A local construction company reported the theft of one of their work vans from a new construction site on the north side of town. The van was left at the job site overnight and contained various hand tools. There are no suspects. Case # 061017
- August 14th: The City of Gig Harbor reported that vandals spray painted graffiti on the sides of a city owned water tower. Some of the graffiti was racially biased.

The approximate cost to repair the damage is \$1000.00. The vandalism may be associated with prior incidents involving city water towers. Case # 061021

- August 15th: A local smoke shop was burglarized at approximately 4:26 am. Officers responded to an active alarm within three minutes and discovered that the front door glass had been smashed out. The perpetrators stole \$300.00 in cash and approximately \$4500.00 in tobacco products. They fled the scene just prior to the officer's arrival. An area search was unsuccessful in locating the suspects. Case # 061024
- August 15th: A 15-year old male reported that he was assaulted in the parking lot of a local shopping center by an unknown middle-aged male. The victim said that he was sitting on a bench in front of a grocery store when the male suspect approached him and banged a shopping cart into him without any provocation. A few minutes later the same suspect exited the store and kicked the victim's skateboard which was on the ground next to the victim. The suspect then pushed the victim before exiting the parking lot in his vehicle. The victim obtained a license plate on the vehicle and the case is currently under investigation. Case # 061031
- August 16th: A female reported that she parked her vehicle in the parking lot of the track at Gig Harbor High School. She then left the vehicle to run the track. When she returned, she discovered that her passenger side window was smashed out. It did not appear that the vehicle had been entered and nothing had been taken. Case #061034
- August 17th: The owner of a local hair salon reported that her front door glass was smashed out during the night time hours. It is unknown if the business was entered, as nothing was tampered with or taken. Case #061037
- August 17th: Next door to the hair salon mentioned above, a kitchen supply store was burglarized at approximately the same time. The perpetrators in this case entered the business by forcing open a rear window and stole \$129.00 in cash and checks. It appears that the cases are related. There are no suspects at this time. Case # 061038
- August 17th: A 55-year old male resident reported that someone stole two plastic storage containers (dock boxes) from his dock at a local marina. The containers held two canvas covers for the victim's boat. The covers were valued at approximately \$5,000.00. Case # 061039
- August 19th: A 67-year old female was arrested for attempting to shoplift \$75.00 worth of alcohol and food from a local grocery store. The female has been arrested several times for theft and describes herself as being Bi-Polar and "Compulsive." During questioning, the female said that she believed that the store policy was to "not prosecute" a person over 65-years of age. Store

employees informed her that she was wrong. The female was issued a citation for Theft 3rd degree and released. Case # 061045

- August 20th: Officer Jahn responded to the scene of a domestic violence and arrested a 27-year old male for assaulting his 23-year old sister. The two had been arguing when the male pushed his sister down and attempted to drag her out of the apartment. The female complained of soreness and was checked at the scene by paramedics. The male was booked into the Pierce County Jail on charges of Assault 4th degree (DV). Case #061047

Other reported incidents during the third week of August included:

- 3 Non Injury Accidents
- 3 Hit & Run Accidents
- 3 Vehicle Prowls
- August 20th: A male subject parked his truck outside of the Gig Harbor Saloon while he went inside to drink. Later on that night he came out to discover that his portable generator had been stolen from the back of his truck. Case# 061048
- August 22nd: Sergeant Emmett pulled up behind a male subject who was urinating onto Soundview Drive from the shoulder where he had parked his older Toyota pickup. It was soon discovered that the driver of the truck was driving on a suspended license 2nd degree, and the passenger had several warrants for his arrest out of Kitsap County. Both subjects were arrested and booked. Case# 061050
- August 22nd: Employees arrived at work to discover that all three of the company trucks of a local business had been vandalized during the night. All three had shattered windows and had been entered but nothing appeared to have been taken. Case #061051
- August 22nd: A woman parked her car in the Gig Harbor High School parking lot near the baseball fields and in the time that it took her to go to the bathroom in the porta-potty somebody broke into her car and took her purse containing her license, credit cards, and check book. It has been suggested that the Peninsula School District post signs in this area warning people not to leave valuables visible in their cars. We are constantly responding to this location for this type of call. Case #061052
- August 22nd: Officer Cabacugnan spotted two suspicious juveniles in the skate park. He approached them and saw that one of them, a 15-year old female was smoking cigarettes. Cabacugnan confiscated her cigarettes and then asked her if she had anything else that she was not supposed to have. She then produced two cans of Coors Light from her purse. The female was referred to Remann Hall for charging. Case# 061055

- August 22nd: A male juvenile skateboarder was ignoring the “No Skateboarding” signs at St Nicholas’s Church when he lost control crashing into the wall and breaking a water spigot off at the pipe inside the wall costing the church several hundred dollars in damages. The juvenile was taken by ambulance to the hospital with a broken arm. We have also recommended charges of trespassing 2nd. Case # 061057
- August 22nd: A suspicious van was reported in the parking lot of Albertson’s with two different license plates. Officer Dahm responded and discovered that the van was stolen. The van contained checkbooks and other items that appeared to be stolen. Case# 061059
- August 23rd: Officer Cabacugnan was patrolling in the parking lot of the Kimball Park & Ride when he noticed a lone male seated in a car. Cabacugnan approached the driver who rolled his window down to speak with the officer. It was then that Cabacugnan saw and smelled a cloud of marijuana smoke coming from the car. He arrested the driver and upon searching the car found a pipe with marijuana in the bowl and another glass pipe under the seat. The subject was issued a court date and released. Case# 061061
- August 23rd: Two juveniles were involved in a fist fight at the skateboard park resulting in minor injuries. Case #061062
- August 23rd: A woman reported her 92 Mazda pickup stolen from the Kimball Park & Ride. The vehicle was recovered on August 28th on Canyon Road in Puyallup by a Pierce County Deputy. Case #061066
- August 23rd: Sgt. Dougil was dispatched to Gig Harbor Motor Sports on Grandview Street in reference to a subject who appeared to be passed out. He arrived on the scene and awakened the subject who turned out to be an intoxicated 17-year old who was eventually turned over to his mother. The youth was referred to Remann Hall for charging after blowing a .075 BAC. Case# 061067
- August 25th: A woman reported that her car had been broken into during the night at the Harbor Country Estates Apartments. The woman’s wallet, containing credit cards was taken in the theft. Case #061069
- August 25th: A local catering company called to report that a gas line on one of their vans had been cut in an apparent attempt to steal gas. This occurred sometime during the night. Case# 061070
- August 26th: Officer Allen observed a male subject urinating on the back of the McDonald’s building at 5500 Olympic Drive. The male appeared to be intoxicated and then did admit to drinking alcohol. The male was only 17-years of age and

after turning him over to his father he was referred to Remann Hall for charging.
Case# 061071

- August 26th: A man was looking in the trunk of his car at Anthony's Restaurant when he suddenly felt a sharp pain on his shoulder blade. He felt the area and did have a small welt where the pain had occurred. Officer Jahn inspected the area and found a small "Airsoft" pellet nearby. It appears this may have been fired from a passing vehicle. Case# 061072
- August 27th: Officer Jahn responded to the 3500 block of Ross Ave in reference to a natural death involving a 75-year old male. Case# 061073
- August 27th: A woman called to report that her child's father was involved in a custody dispute with her when he threatened to slit her throat. The woman was advised to get a protection order. The case has been assigned to our detective. Case# 061075
- August 27th: Officer Welch was near a local shopping center off Pt. Fosdick when he observed a Dodge Viper peeling out and driving out of the parking lot at a very high rate of speed. He stopped the vehicle and discovered that the driver appeared to be under the influence of alcohol. The driver refused the field sobriety tests at which time Welch placed him under arrest for DUI. After the subject was arrested he began to scream and yell profanities and threats at Welch all the way to the police station. The male refused to take the breath test and was then booked into jail for DUI. The whole incident was taped by one of our in-car video systems. Case# 061076
- August 28th: A parking lot cleaning crew was working at the Olympic Village McDonalds when one of the crew set his leaf blower down to assist another crew member. He returned just moments later to discover the blower had been stolen. Case# 061078
- August 28th: A local marine supply store called to report that a male subject brought in a newer Yamaha boat motor that had its battery cables cut and the serial number plate missing. An alert employee researched the motor on the Yamaha website and learned who the real owner was. He called the owner who stated that the motor had been stolen in 2004. Officer Cabacugnan recovered the motor and returned it to the owner. He interviewed the subject that brought it in who stated that he bought the motor, worth \$2000, for \$500 from a neighbor who no longer lives in the same house. Case is still under investigation. Case# 061079
- August 28th: A caller reported that they had found a bag containing various drug related paraphernalia in the bushes next to their veterinarian clinic on Burnham Drive. Officer Cabacugnan recovered the items and placed them into the GHPD Property Room. Case# 061082

- August 29th: While patrolling on Harborview Drive Officer Welch observed a suspicious vehicle parked between two buildings. He then observed two juveniles emerge from some vegetation at the Frank Russell building. After contacting the two he learned that they were only 13- and 14-years old and that they had arrived in the suspicious vehicle. The two juveniles stated that they had arrived with other youths and after calling them on their cell phones, three others emerged from the surrounding vegetation. The juveniles admitted to driving the car, which they said belonged to some people who were away in France. After interviewing the kids it was learned one of the boys used a hidden key at friend's house to enter the house and then steal their vehicle. The two boys who admitted to driving the car were referred to Remann Hall for charging of burglary and taking a motor vehicle without the owner's permission. Case# 061085
- August 30th: Officer Garcia was summoned to assist a Port of Seattle Police Officer with a possible DUI in the city of Gig Harbor. The Port Officer was on his way home in a marked police vehicle when he stopped the possible DUI. The driver of the vehicle was a 21-year old female. During questioning, the female said that she had consumed a few "bowl" sized margaritas. Inside her vehicle, officers located a gallon jug of wine (half empty). During the field sobriety tests, the female stated that she was "a little tipsy." The female failed the field sobriety tests and was arrested for DUI. She later blew a .155 & .153 on the BAC machine. Case # 061090
- August 31st: A 25-year old female reported that she had received a threatening E-mail at her place of employment from an ex-boyfriend. The responding officer read the E-mail, which did contain threats against the female. The female obtained a Temporary Protection Order and the officer served the order on the 35-year old male suspect at his residence in Tacoma. When questioned about the threats in the E-mail, the suspect stated that he was only joking. The threats case has been referred to the prosecutor for possible charges. Case # 061092
- August 31st: A local pet store reported that someone stole a display case containing \$2000.00 worth of flea & tick medicine. The display case was located near the front doors of the business and the theft was not observed. There are no suspects in the case. Case # 061094
- August 31st: A 46-year old female reported that someone stole her wallet from her purse while she shopped at a local grocery store. The purse was located in her shopping cart as she shopped, and she was unaware of the theft until she attempted to pay for her items. There are no suspects. Case # 061095

TRAVEL / TRAINING:

Sgt Busey attended 1st Level Supervision Training from August 7th through the 11th.

SPECIAL PROJECTS:

- The school zone flashing signs have been installed by our public works crew in front of Gig Harbor High School. These are the flashing lights purchased with a Traffic Safety Grant last year. This should assist our efforts in enforcing the school speed zones during the upcoming school year. Officer Mike Allen has been utilizing our motorcycle to monitor the speed zones.
- Sergeant Dougil assisted the Westsound Narcotics Enforcement Team (WestNET) with its annual marijuana eradication program.

PUBLIC CONCERNS:

The Gig Harbor Corporate Center reported two incidents of vandalism during the first couple weeks of August. Next door, the construction site at the new medical center has also experienced thefts of building materials. Our officers have been hired by the construction company to provide extra security patrols of the area.

The problems seem to have subsided somewhat at the Gig Harbor skateboard park. The extra police presence and parental support is working!

FIELD CONTACTS:

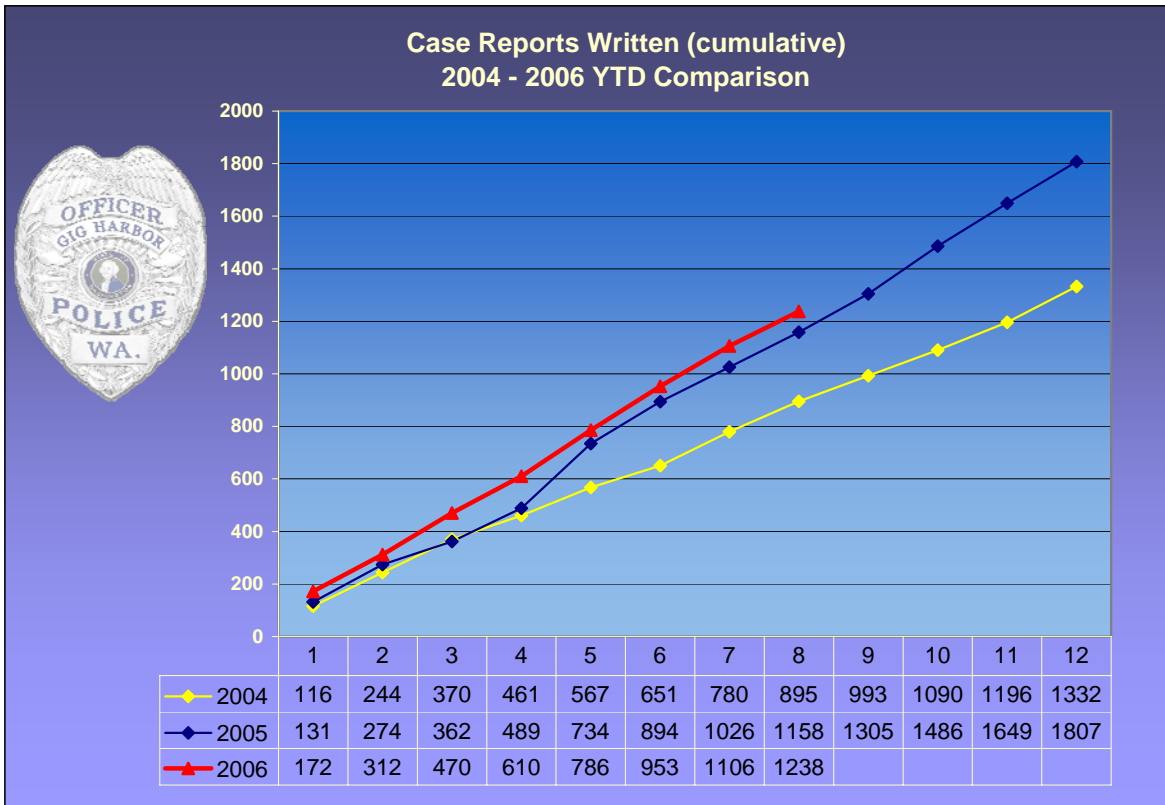
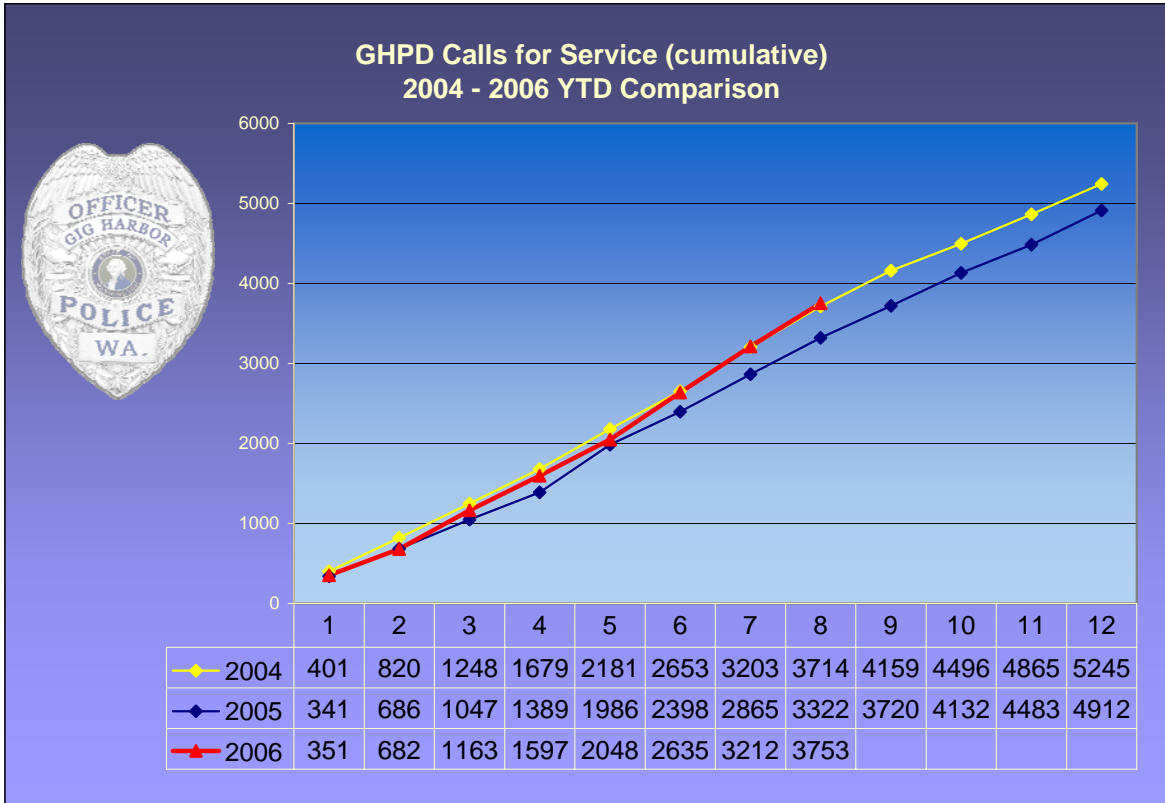
Staff made the following contacts in the community during August:

- Chief Davis and Lt. Colberg met with the command staff from Fire District #5 to discuss the possibility of jointly purchasing a combination patrol and fire boat
- Chief Davis attended the quarterly WestNET Policy Board Meeting in Silverdale
- Chief Davis met with Pierce Transit Security Chief Rod Baker on August 16th to discuss plans for the new Park and Ride on the westside of SR 16 across from the Kimball Park and Ride. Chief Davis will be included during the planning stages of this project.
- On August 16th, Chief Davis and Public Works Director Dave Brereton met with a surveillance system consultant to discuss potential plans and associated costs to install cameras at the skateboard park
- On August 16th Chief Davis met with the new Peninsula School District Superintendent Terry Bouck, Fire Chief Black and other school officials to discuss emergency preparedness planning
- Chief Davis chaired the Tacoma Pierce County DUI Task Force meeting in Tacoma on August 16th
- Chief attended the National media kick-off for the "Drive hammered, Get Nailed" campaign held in Seattle on August 17th
- August 22nd, Chief Davis and Lt. Colberg attended a county-wide meeting on communication interoperability hosted by Pierce County. A study is being funded by Pierce County looking at our current emergency communications infrastructure. Recommendations will be made as to what improvements need to be made to insure effective communications interconnectivity of all emergency and governmental agencies in Pierce County.

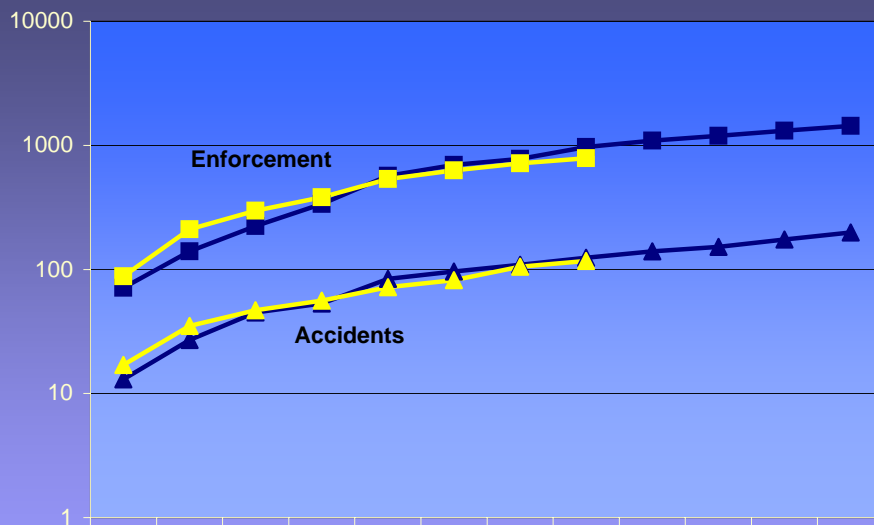
OTHER COMMENTS:

Our two recruits, Raquel Brunson and Chet Dennis are continuing to do well at the Police Academy.

August 2006 YTD MONTHLY ACTIVITY GRAPHS

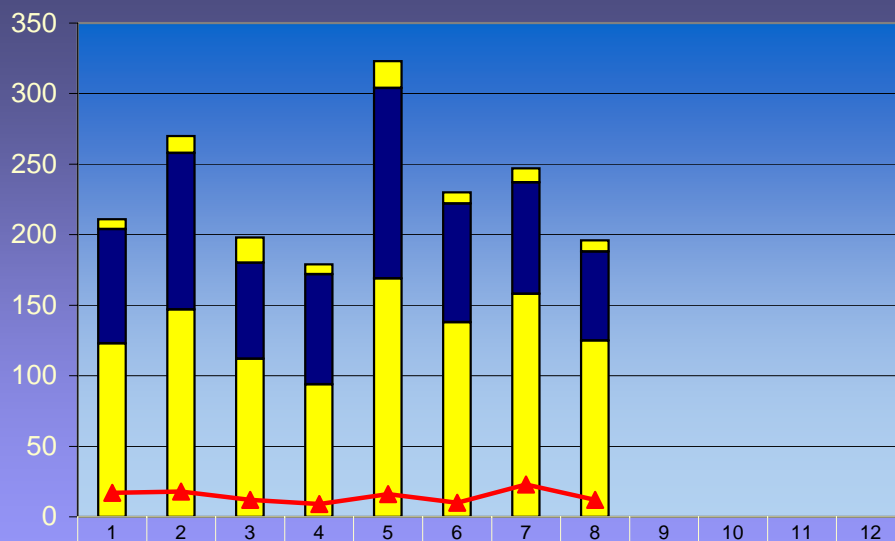


Trends: Traffic Enforcements vs. Accidents 2005 - 2006 YTD Comparison (cumulative)



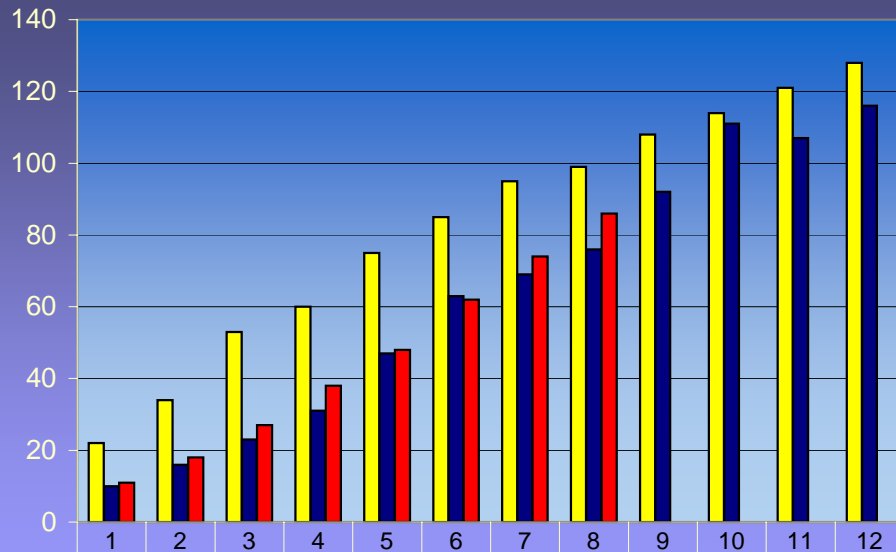
	1	2	3	4	5	6	7	8	9	10	11	12
2005 Infractions + Citations	71	140	223	337	568	696	779	968	1092	1195	1316	1432
2006 Infractions + Citations	88	211	297	382	536	628	717	788				
2005 Reportable Accidents	13	27	45	53	84	96	109	124	140	152	174	199
2006 Reportable Accidents	17	35	47	56	72	82	105	117				

2006 Traffic Enforcement vs. Accidents Comparison Monthly Totals



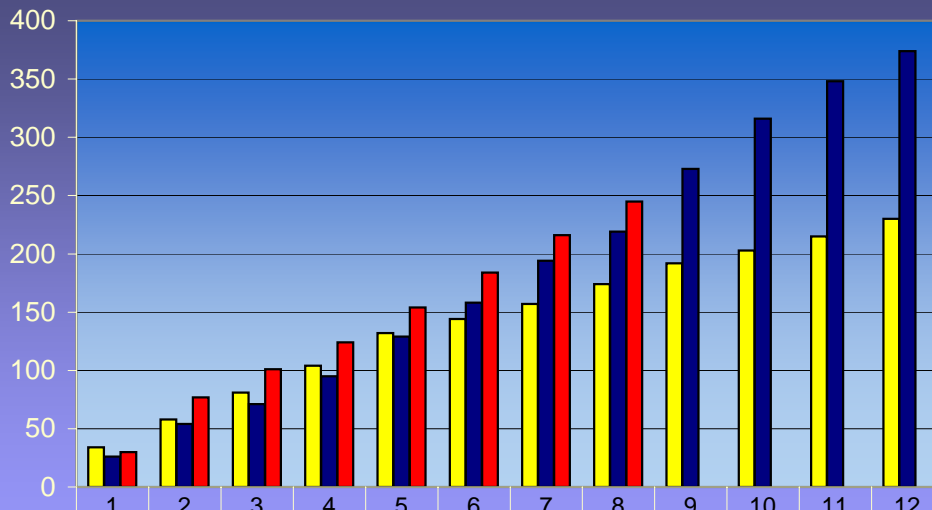
	1	2	3	4	5	6	7	8	9	10	11	12
Criminal Traffic Citations	7	12	18	7	19	8	10	8				
Infractions	81	111	68	78	135	84	79	63				
Verbal Warnings	123	147	112	94	169	138	158	125				
Accidents	17	18	12	9	16	10	23	12				

Felony Arrests (cumulative) 2004 - 2006 YTD Comparison



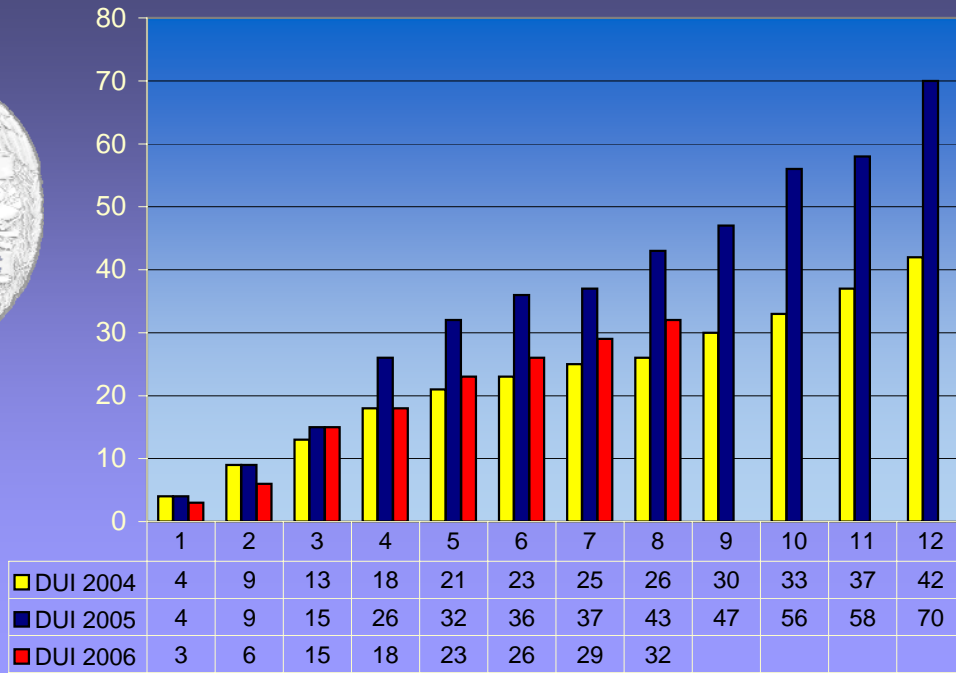
■ Felony 2004	22	34	53	60	75	85	95	99	108	114	121	128
■ Felony 2005	10	16	23	31	47	63	69	76	92	111	107	116
■ Felony 2006	11	18	27	38	48	62	74	86				

Misdemeanor Arrests (Cumulative) 2004 - 2006 YTD Comparison

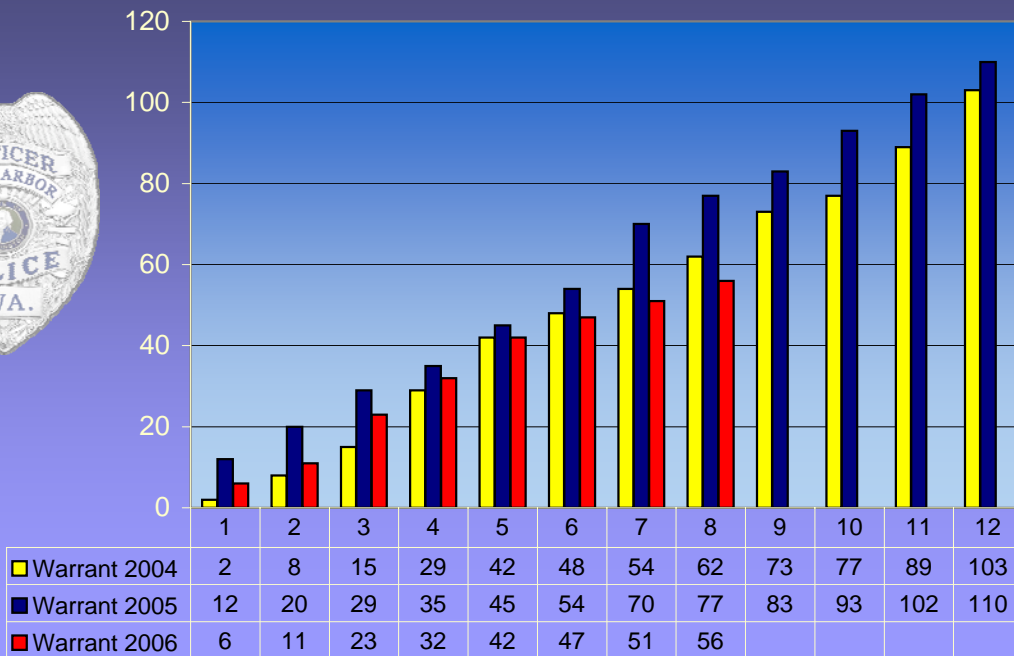


■ Misdemeanor 2004	34	58	81	104	132	144	157	174	192	203	215	230
■ Misdemeanor 2005	26	54	71	95	129	158	194	219	273	316	348	374
■ Misdemeanor 2006	30	77	101	124	154	184	216	245				

DUI Arrests (cumulative) 2004 - 2006 YTD Comparison



Warrant Arrests (cumulative) 2004 - 2006 YTD Comparison





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: STAFF REPORT - GIG HARBOR PENINSULA HISTORICAL
SOCIETY
DATE: SEPTEMBER 11, 2006

INFORMATION/BACKGROUND

At the August 28, 2006 City Council meeting a question was raised regarding the acquisition cost of the Donkey Creek Property. The property the City purchased consists of three parcels:

0221068010 - 0.01 acres
0221064027 - 0.4804 acres
4102000011 - 0.3254 acres

The City purchased the 0.8158 acres (35,536 square feet) of property in 1999 at a cost of \$345,000 or \$9.71 per square foot.

The Gig Harbor Peninsula Historical Society parcel lying south of Austin Street (0221061060 - 7,380 square feet) would be valued at \$71,660 based on the 1999 purchase price per square foot.

We have received several quotes (attached) for appraisal services:

- Strickland Heischman & Hoss - \$9,000
- GPA Valuation (who did the November 2004 appraisal for the Historical Society) - \$6,000

Truman Appraisal Company has been unresponsive to requests for a price quote.

If Council desires to move forward with the appraisal, a contract could be brought forward at the next Council meeting.

Strickland Heischman & Hoss, Inc.

REAL ESTATE APPRAISERS & CONSULTANTS

August 22, 2006

John P. Vodopich, AICP
Director of Community Development
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

Re: Appraisal Reports
Gig Harbor Historical Society Parcels 0221064001 and 022106060
4121 and 4219 North Harborview Drive
Gig Harbor, WA 98332

Dear Mr. Vodopich:

Per our conversation, I am providing this proposal letter as the basis for appraisal services relevant to the two above referenced properties, which are currently owned by the Gig Harbor Historical Society. It is our understanding that the City of Gig Harbor wishes to acquire certain areas of each property, thus, the assignment will require two appraisals. Parcel number 0221064001 will require a "before" and "after" appraisal in order to determine the diminution in value to the property as a result of the partial taking associated with the Donkey Creek acquisition area.

For the second appraisal the City wishes to acquire an area of Parcel 022106060 which lies adjacent to Borgen Park. The area to be acquired is part of a larger parcel that is physically separated by Austin Street. The total fee for the appraisals is \$9,000. The reports will be provided to you within thirty days from the day of our engagement, assuming information is available in a timely manner. The reports will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). Please contact me if you have any questions.

Sincerely,



Fred C. Strickland, MAI, SRA

GPA VALUATION

Real Estate Appraisers and Consultants
7522 28th Street West
Tacoma, Washington 98466-4112
(253) 564-1342
FAX (253) 566-9560

Gary K. Wessels, MAI
Richard E. Pinkley
Brandeo J. Fish

Edward O. Greer, MAI
Bruce E. Pyrrh

September 1, 2006

John Vodopich, Community Development Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

RECEIVED
CITY OF GIG HARBOR

SEP 05 2006

COMMUNITY
DEVELOPMENT

Re: Appraisal of Portions of Gig Harbor Peninsula Historical Society Sites
4xxx Harborview Drive
Pierce County Assessor's Tax Parcel Numbers
022106-1060, 4001, 4054, 4069, 4118 and 4137
Gig Harbor, Washington

Dear Mr. Vodopich:

Based on an August 29, 2006 request for proposal letter from John Holmaas, this letter is to confirm our ability to complete the appraisals requested on the above captioned properties.

The fee for three separate appraisals in one summary narrative report format for the above captioned properties will not exceed \$6,000 unless there is a change in the scope of work. We will provide three copies of the report, unless prior arrangements have been made. It must be noted that if the work is stopped by the client before completion, the client will be responsible for work completed as of the date of notice to stop work. Additional consultation will be billed at our standard billing rate of \$120 per hour. Assignments canceled after authorization to proceed will have a minimum cancellation charge of 15%.

The scope of work will be limited to two market value estimates of land and any contributory value of site improvements and affixed real property. A third valuation will be an allocation of value for parking spaces that may be shared with an abutting property. Any personal property will not be considered in these analyses. We will complete one appraisal report that describes these three valuations.

It is hereby disclosed that appraisers employed in our office have previously appraised the subject properties. We most recently appraised the "Peninsula Light Company" property in November of 2004. We have appraised the Scofield property several times in the past and we are currently under contract to appraise this property once again. This full disclosure is not intended to cast doubt on our impartiality or ability to complete the assignment without conflict.

It is intended that the appraisals will be utilized by the client as documentation for grant fund raising and as a basis for a negotiated sale of a portion of the property surrounding Donkey Creek. The reports and their conclusions are authorized for use only by the client and property owners and only for the intended uses.

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September 1, 2006

We anticipate completion of the reports to be within six weeks of authorization to proceed. This completion schedule is based on our receipt of a signed copy of this letter of authorization within 10 days of the above date. We will also need site plans and legal descriptions for the segregation portions of the properties prior to commencing work on the assignment.

The client is hereby informed that the information gathered by the appraisers in the course of this appraisal assignment may be utilized in future assignments. If the client wishes to keep the property information confidential, the appraisers should be informed to that effect in writing at the time confirmation is made that GPA Valuation is to proceed with the appraisal assignment.

Since a few clients in the past have been delinquent, our attorney has recommended that we have a uniform letter of authorization to protect us in case of collection loss. Consequently, please be aware that if our appraisal firm is selected and this account becomes delinquent, it will be subject to late charges of 1.5% per month, and it may be referred to an attorney for collection. The client agrees to pay all fees and costs of collection, including such sum as may be determined by the court to be reasonable attorney's fees, plus interest on the unpaid balance.

Thank you for giving GPA Valuation the opportunity to serve your appraisal needs.

Very truly yours,

GPA VALUATION



Richard E. Pinkley, President
State-certified General Real Estate Appraiser
Number 27011-1101074

REP:gc

cc: John Holmaas

I authorize GPA Valuation to proceed with the appraisals on the above-referenced properties with the terms noted above.

Dated this _____ day of _____ 2006

Authorized Representative
John Vodopich, Community Development Director,
City of Gig Harbor

John W. Holmaas
Post Office Box 206
Gig Harbor, WA 98335
253 851 0551
FAX: 253 851 0323
Cell: 253 381 1552
Johnh@Windermere.com

August 29, 2006

Richard Pinkley
GPA Valuation

FAX: 566 9560

Richard

Thank you for talking with me about valuing the GPHS "Peninsula Light Company" property ... your file number C04-076.

The valuation would be for the City of Gig Harbor who are proposing to acquire approximately 15-20,000 square feet of land along the northerly portion of the site in order to "daylight" Donkey Creek in the future. The site will be displayed on a "binding site plan" which we have not yet compiled.

In addition there should be 2 other values to be determined:

The value of a parking stall in the GPHS property should the city wish to share joint use of some of the stalls ... like maybe 10 for parking to accommodate visitors to the Scoffield site.

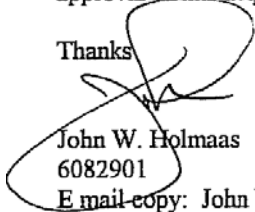
The value of the corner of our old site ... parcel #022106-106-0 ... which lies south of Austin Street, which, according to AHBL contains approximately 7380 Sq ft of C1 zoned land.

The City has asked the Strickland and Truman firms for a proposal and would like to include GPA since you did our prior valuation as well as the Scoffield tidelands. Please address your proposal to:

John Vodopich, Community Development Director, City of Gig Harbor.

In addition to the price we would like your anticipated completion time schedule. There is some urgency since GPHS has a grant request into the Kresge Foundation and the City of Gig Harbor approval of this acquisition would be helpful.

Thanks


John W. Holmaas
6082901

E mail-copy: John Vodopich, Walt Smith, Jennifer Kilmer