

File

GIG HARBOR CITY COUNCIL MEETING

MARCH 9, 1992

7:00 p.m., City Hall Council Chambers

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
MARCH 9, 1992**

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARINGS: None scheduled.

APPROVAL OF MINUTES:

CORRESPONDENCE: None scheduled.

OLD BUSINESS:

NEW BUSINESS:

1. Professional Services Contract - Comprehensive Sewer Plan.
2. Women, Infant, Children (WIC) Contract Renewal.
3. Resolution updating job description - Police Clerk.
4. Prosecutor Employment Agreement.
5. Renewal of liquor licenses.
6. Change in Officers - Uddenberg liquor license.

DEPARTMENT MANAGERS' REPORTS:

1. Police.

COUNCIL COMMITTEE REPORTS: None scheduled.

MAYOR'S REPORT: None scheduled.

ANNOUNCEMENTS OF OTHER MEETINGS:

APPROVAL OF PAYROLL:

Warrants #6782 through #6872 in the amount of \$119,244.78.

APPROVAL OF BILLS:

Warrants #8538 through #8618 in the amount of \$79,859.12.

EXECUTIVE SESSION: None scheduled.

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 24, 1992

PRESENT: All present.

PUBLIC COMMENT/DISCUSSION:

1. Jack van Ormen requested the assistance of the city in trimming maple trees in the right-of-way on Goodman Avenue.
2. Jim Boge expressed concerns regarding whether or not the television cable company would place their lines underground on Soundview Drive.

CALL TO ORDER: 7:18 p.m.

MINUTES:

MOTION: To approve the minutes of the meeting of February 10, 1992 as corrected.
English/Platt - unanimously approved.

OLD BUSINESS:

1. Critical areas ordinance - 3rd reading.

MOTION: To remove this item from the table for discussion.
Markovich/Frisbie - unanimously approved.

Planning Director Ray Gilmore presented the ordinance as modified at the last council meeting.

Councilmember Markovich presented several suggested modifications to the ordinance.

MOTION: In section 18.12.050A, remove subsection (b).
Markovich/Frisbie - denied by a vote of 2 - 3 with Stevens-Taylor, Platt, and English voting against.

MOTION: To delete subsection (c) regarding comparable species.
Markovich/Frisbie - unanimously approved.

MOTION: In section 18.12.080, insert the word "critical" in the title of the section to read: "Critical Fish and Wildlife Habitat Areas."
Markovich/Frisbie - unanimously approved.

MOTION: Section 18.12.080A (3): Insert the word "public" to read: "Commercial and public recreational shellfish areas."
Markovich/Stevens-Taylor - unanimously approved.

MOTION: Delete #6 - provide habitat
Markovich/Frisbie - the vote ended in a tie with Platt and English voting against and Stevens-Taylor abstaining. Mayor Wilbert broke the tie by voting against the motion.
Motion denied.

MOTION: To make the initial development permit valid for a two year period with one two-year extension.
Frisbie/Platt - unanimously approved.

MOTION: In section 18.12.120 - To add to the section that the "activity itself" does not increase the nonconformity of such structures or developments. All such construction activities are not harmful to adjacent properties.
Markovich/Stevens-Taylor - unanimously approved.

MOTION: To table further discussion on this issue until the end of the meeting.
Frisbie/English - unanimously approved.

2. Ordinance approving ANX91-03: Randall Drive - 2nd reading.

MOTION: To adopt Ordinance #622.
Frisbie/Stevens-Taylor - unanimously approved.

3. Vacation of a portion of alley - request by Nick and Nancy Jerkovich.
Public Works Director Ben Yazici explained that the city had received a letter from the Jerkovich's withdrawing their request for vacation.

Carl Sletto, member of the Gig Harbor Yacht Club which owns adjacent property, was in attendance at the meeting to discuss the request.

NEW BUSINESS:

1. Request for time extension/modification to site plan by Bush/Polen Office Building.
Mr. Gilmore explained the request.

Jim Widrig, architect for the applicant, spoke in favor of the request.

MOTION: To grant the application and approve Resolution #348 and have the plans referenced by a date stamp and architectural stamp.
Markovich/Frisbie - motion withdrawn.

MOTION: To approve the request for time extension, specifically referencing the memo submitted by the applicants, which states in part:
"8. Some comparison features include:
a. Original design resulted in 70% site coverage. New design in 40%.
b. Original design had 6256 sf footprint. New design has 4608 sf.
c. Original design had no buffer/screening along north property line. New design has 5 ft. buffer.
d. Original design had paved parking area between building and Stinson Ave. New design has 30 ft + landscaped area facing Stinson Ave."
English/Stevens-Taylor - unanimously approved.

MOTION: To approve Resolution #348.
English/Frisbie - unanimously approved.

2. Street name changes at North Creek Estates.
Mr. Gilmore presented information regarding the proposed street names.

Wanda Sell, resident of the development, spoke in favor of the street name changes.

MOTION: To approve the street name changes for North Creek Estates as submitted.
Frisbie/Stevens-Taylor - unanimously approved.

3. Contract for professional services - wetlands mapping project.
Mr. Gilmore presented the proposed contract for wetlands mapping services.

Council suggested changes to Section IV: Payment, so that consultant is to be paid on a lump sum basis and termination for convenience shall be effective immediately.

MOTION: To approve the contract with IES Associates as modified.
Frisbie/English - unanimously approved.

4. Tacoma Public Utilities request for water service.
Mr. Yazici explained the request for service from Tacoma Public Utilities for property located on Kimball Drive. The property has been leased for the purpose of a used car business.

MOTION: To deny the request for water service.
Platt/Stevens-Taylor - unanimously approved.

5. Standard utility service extension agreement.
Mr. Yazici presented the agreement as prepared with the help of Wayne Tanaka.

Council suggested changes to Section 9, Connection Charges to read: "Should the Owner not initially connect 100% of the sewer capacity commitment, the capacity commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied."

MOTION: To approve the contract as discussed and have the City Administrator verify that previous commitments have been at 5%, 10%, and 15%. Frisbie/English - unanimously approved.

6. Eden Systems software support contract.
City Administrator Mark Hoppen explained the need to revise the language as proposed by council at the last meeting.

MOTION: To approve the contract giving the City Administrator the authority to negotiate the best rate of service. Frisbie/Platt - unanimously approved.

Critical areas ordinance.

MOTION: To remove this issue from the table for discussion. Frisbie/English - unanimously approved.

MOTION: In section 18.12.150, insert the language authorizing the requirement of a performance device to read: "The Planning Director may allow the applicant to provide a performance assurance device in lieu of constructing required mitigation measures and may require a performance assurance device to guarantee installation/construction of required mitigation measures within one year of the issuance of a certificate of occupancy or final inspection." English/Frisbie - unanimously approved.

MOTION: To adopt Ordinance #619 as amended. Frisbie/English - unanimously approved.

DEPARTMENT MANAGERS' REPORTS: None scheduled.

COUNCIL COMMITTEE REPORTS: None scheduled.

MAYOR'S REPORT: None scheduled.

BILLS:

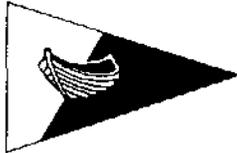
MOTION: To authorize payment of warrants #8469
through #8536 in the amount of \$78,526.63.
Platt/English - unanimously approved.

ADJOURN:

MOTION: To adjourn at 10:15 p.m.
Frisbie/Platt - unanimously approved.

Cassette recorder utilized.
Tape 169 Side A 089 - end
 Side B 000 - end
Tape 170 Both sides
Tape 171 Side A 000 - 192.

Mayor



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: BEN YAZICI, PUBLIC WORKS DIRECTOR *BY*
RE: PROFESSIONAL SERVICES AGREEMENT
COMPREHENSIVE SANITARY SEWER PLAN
DATE: MARCH 5, 1992

As requested by the Department of Ecology, the Council budgeted \$35,000 in the 1992 budget to complete the City's first Comprehensive Sanitary Sewer Plan.

Consoer, Townsend & Associates submitted their statement of qualification earlier this year in response to our advertisement for civil engineering professional services. I have reviewed their qualifications and interviewed the project team, and am confident that this firm would do an excellent job at preparing a Comprehensive Sanitary Sewer Plan.

The total cost of this project will not exceed \$34,500 and will be completed no later than September 1, 1992.

RECOMMENDATION

I recommend a council motion to approve the enclosed professional services contract with Consoer, Townsend & Associates for the preparation of a City of Gig Harbor Comprehensive Sanitary Sewer Plan for a total cost of \$34,500.

City of Gig Harbor
Public Works Department

PROFESSIONAL SERVICES AGREEMENT

Gig Harbor Project No. 1992-02

Client/Project: City of Gig Harbor / Comprehensive Sanitary Sewer Plan

A. Parties

This Agreement is between Consoer, Townsend & Associates, hereinafter referred to as "Consultant" and the City of Gig Harbor, P.O. Box 145, Gig Harbor, Washington 98335, hereinafter referred to as the "City".

B. Services

As described in Exhibit 'A'.

C. Initiation

Consultant will initiate these services on receipt by Consultant of a fully executed copy of this agreement.

D. Completion

The compensation for these services to be paid to Consultant will be on a monthly basis. An estimate of expenditures is included as "Attachment C".

The compensation for these services will not exceed Thirty four thousand, five hundred dollars (\$34,500).

Project shall be completed by September 1, 1992.

In the event services beyond those specified in the Scope of Work and included in the compensation above are required, Consultant shall submit a fee estimate for such services, and a contract modification shall be negotiated and approved in writing by the City prior to any effort being expended on such services. If the City does not approve the contract modification in writing, the City will not pay the extra compensation.

E. Start-Up

Project start-up shall be within two weeks from the receipt of a fully executed copy of this agreement.

F. Changed Rates

Where hourly rates serve as the basis for a fee, they shall be subject to change annually to reflect changes in consultant salary levels. Such changes shall not affect the maximum compensation for services as set forth under Paragraph D.

G. Attachments

The following attachments are part of and applicable to this Agreement:

- A. Description of Services
- B. Project Manhour Estimates
- C. Consultant Fee Determination - Summary Sheet

H. Execution

This proposal becomes an agreement on execution by duly authorized representatives of Consultant and the City.

I. Termination

1. Termination for Cause

If, through any cause, the Engineer shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Engineer shall violate any of the covenants, agreements, or stipulations of the Agreement, the City will thereupon have the right to terminate this Agreement by giving written notice to the Engineer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Engineer shall, at the option of the City, become its property; and the Engineer shall be entitled to receive just and equitable compensation for any

satisfactory work completed on such documents and other materials. All finished documents shall contain the Engineer's registration stamp or seal. Notwithstanding the above, the Engineer shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Engineer; and the City may withhold reasonable amounts of the payments to the Engineer for the purpose of setoff until such time as the exact amount of damages due the Owner from the Engineer is determined.

2. Termination for Convenience of Owner

The City may terminate this Agreement at any time by a notice in writing from the City to the Engineer. In that event, all finished or unfinished documents and other materials as described herein shall, at the option of the City, become its property. All finished documents shall contain the Engineer's registration stamp or seal. If the Agreement is terminated by the City as provided herein, the Engineer shall be paid an amount which bears the same ratio of the total compensation as the services actually performed bear to the total services of the Engineer covered by this Agreement; provided, however, that if less than sixty percent (60%) of the total services covered by this Agreement have been performed upon the effective date of such termination, the Engineer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this Agreement) incurred by the Engineer during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement.

3. Termination for Convenience of Engineer

The City may terminate this Agreement at any time by a notice in writing from the City to the Engineer. In that event, all finished or unfinished documents and other materials are described herein shall, at the option of the City, become its property. All finished documents shall contain the Engineer's registration stamp or seal. If the Agreement is terminated by the City as

provided herein, the Engineer's compensation for the work shall be as negotiated between the City and Engineer.

J. Schedule of Payments

An invoice shall be submitted by the tenth of each month to the City, along with any necessary supporting invoices, etc.

The City shall promptly review the billing upon receipt and if approved by the City, shall promptly process it for payment utilizing the City's normal billing process. The City agrees to make payment promptly, as invoiced for services and costs for work performed to the City's satisfactions. The City shall pay no interest on unpaid invoices provided such invoices are being processed in accordance with the provisions of this contract, or on amounts shown on an invoice that are not agreed to by the City. Otherwise, if an invoice is unpaid without reason or compliance with the provisions of this agreement for more than 50 days from the date of receipt of the invoice by the City, the City shall pay interest at the rate of one percent per month on the unpaid balance of such interest.

K. Ownership of Documents

Drawings, specifications, reports, programs, manuals, or other documents prepared by Consultant under this Agreement shall become the property of the City and shall be transferred to City Hall at the termination of this Agreement. Consultant will be held liable for reuse of these documents or specifications for any other project without the express written permission of Consultant.

L. Equal Opportunity Employment

Consultant shall comply with all federal regulations pertaining to Equal Opportunity Employment. Consultant hereby guarantees the City that Consultant is in compliance with all state and federal regulations concerning minority hiring. It is hereby guaranteed that Consultant's policy to assure that applicants are employed and that employees are treated equally during employment without regard to race, religion, sex, age, color or national origin. Such action includes employment recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training or tuition assistance.

M. Insurance

Consultant shall provide and maintain, during the term of this contract, the following insurance coverage:

<u>Type</u>	<u>Amount</u>
1. Workers Compensation	Statutory
2. Professional Liability (errors & omissions)	\$ 500,000
3. General Liability	\$1,000,000
4. Automobile Liability	
Personal injury, per person	\$ 500,000
Personal injury, each accident	\$1,000,000
Property damage	\$ 500,000

Consultant shall provide the City with certificates of insurance prior to commencing work.

N. Expenses

Expenses shall be those costs incurred on, or directly for the City's project, including, but not limited to necessary transportation costs including mileage at the consultant's current rate for automobile usage, meals and lodging, laboratory tests and analyses, computer services, memory typewriter services, telephone, printing, binding charges and technical or professional services provided by firms employed by the Consultant. Reimbursement for those expenses shall be on the basis of actual charges plus an additional 10 percent (10%) for the Consultant's administrative costs when furnished by commercial sources, and on the basis of usual commercial charges when furnished by the Consultant.

O. Cost Estimates

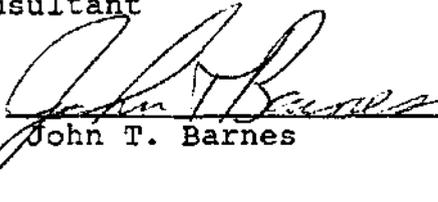
Any cost estimate provided by the Consultant will be on the basis of experience and judgment, but since the Consultant has no control over market conditions or bidding procedures, the Consultant cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

P. Professional Standards

The Consultant shall be responsible for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this Agreement, to the level of competency presently maintained by other practicing professional engineers in the same type of work in the City's community. The Consultant makes no other warranty, express or implied.

Accepted and Signed this 6TH day of March, 1992.

Consultant

By  Title Vice-President
John T. Barnes

Accepted and Signed this _____ day of _____, 1992.

City of Gig Harbor

By _____ Title Mayor
Gretchen Wilbert

ATTEST:

Mark E. Hoppen
City Administrator

EXHIBIT "A"

DESCRIPTION OF SERVICES

Introduction

The City of Gig Harbor Comprehensive Sanitary Sewer Plan will provide a detailed preliminary engineering plan and cost estimate and would be capable of being easily updated to reflect future changes in land use, zoning or other needs.

The plan will include general location and description of treatment and disposal facilities, trunk and interceptor sewers, pumping station, monitoring and control facilities, local service areas and a general description of the collection system to serve these areas. The plan will also include adequate preliminary engineering work to assure technical feasibility, provides for the methods of distributing the cost and expense of the sewer system, and indicates the financial feasibility of plan implementation.

The plan will comply with the requirements of the Department of Ecology set forth in the WAC 173-240-050. The consultant will be responsible for obtaining all necessary approvals of the plan from the Department of Ecology and Health Departments (if required). The comprehensive plan will be sufficiently complete so that engineering reports can be developed from it without substantial alteration of concept and basic considerations.

Purpose of the Plan

The purpose of the comprehensive plan to develop population and sewage flow rates based on land use for the entire service area and the drainage basins within the area. The existing sewer system capacity and condition of the system components shall be evaluated and discussed. A computer model which will be capable of providing flow information of existing and future conditions will be provided. The model will be capable of being easily updated to reflect changes in land use which will enable the City to provide the sewer capacity which will be required in the future. The report shall recommend a replacement and rehabilitation schedule and procedures. The report shall include preliminary plans pipe sizing and cost estimates for the major facilities, and include a schedule of construction priorities. It shall

provide a discussion on financing the required facilities. The plan will meet all the requirements of WAC 173-240-050, General Sewer Plan.

The specific objectives of the Sewerage System Comprehensive Plan, which will form the backbone of the project tasks and are listed below:

- Determine the existing and proposed service boundaries.
- Description of the existing service area including physical features, sewer system, water system and land use.
- Determination of the existing population in the service area and estimation of future population based on population trends indicated by available records.
- Determination of the capacity available within the collection system and at the treatment plant.
- Develop and/or update preliminary design plans for interceptors that serve the study area.
- Develop flow reduction alternatives including I/I reduction, rehabilitation and water conservation, to reduce influent flows to the treatment plant.
- Develop a schedule of conveyance and treatment plant improvements which will handle capacity and treatment requirements.
- Develop Capitol Improvements Program which will develop and/or update trunk sewer locations, design pipe sizing, lift stations and treatment plant facilities with related cost estimates and prioritize the projects based upon system conditions and predicted growth areas.
- Provide an environmental assessment of the plan.

List of Tasks

Task 1 - Administration and Support

This task includes communication with the City Staff at project meetings and presentations at City Council Meetings.

Task 2 - Planning Area

This task includes defining the present and future service area based on topographic and political constraints and GMA boundaries, identifying the individual drainage basins, describing the environmental characteristics in the study area and preparing population and land use projections by drainage basin.

Task 3 - Wastewater Flows

This task includes determining existing wastewater flows from the various drainage basins in the service area. Existing flow records at the treatment plant, at the City's lift stations and individual water meter consumption records will be reviewed in order to separate out the domestic contribution from the infiltration and inflow value. Some of this information has already been established in the City's treatment plant engineering report.

Task 4 - Existing Wastewater Facilities and Programs

This task includes an inventory of existing facilities, a review of existing ordinances and programs which regulate the sewer system and the preparation of a sewer map. This task also includes a computer analysis of the existing system to determine the ability of the system to convey wastewater flows. The computer model will also be used to determine the ability of the existing system and a system incorporating proposed system improvements to handle the flow expected in the future.

Task 5 - Wastewater Characteristics

This task includes projections of future wastewater flows and an evaluation of existing wastewater composition. Included in this task is the preparation of the report section based on the sewage flow data developed from the infiltration and inflow monitoring and existing sewage flow projections developed in the infiltration/inflow phase of the project. Some of this task has already been accomplished in the City's treatment plant engineering report.

Task 6 - Treatment Alternatives

This task includes an evaluation of the existing treatment plant, alternatives for expansion at the existing site versus construction of added capacity at the second site and alternatives for process in an expanded plant. Information for this task will be taken from the Engineering Report which Gray and Osborne is currently producing for the expansion of the treatment plant.

Task 7 - Conveyance Alternatives

This task includes development and computer analysis of alternatives for conveyance of flows to the treatment plant. Cost estimates and a constraint summary will be provided for each alternative.

Task 8 - Capital Improvement Plan

This task includes the development of a detailed plan for providing the planning area with sewers, the cost of the facilities needed and a tentative schedule for implementing the improvements.

Task 9 - Financing Plan

A financing plan will be developed. The plan will include financial analysis of how the improvements will be paid for and the cost effectiveness of the improvement. A discussion, including a table, which shows the cost per service in terms of both debt service and operation and maintenance costs, of all facilities, existing and proposed during the planning period will be provided.

Task 10 - Environmental Assessment

An Environmental Checklist will be prepared for the planning document. The checklist cost does not include detailed mitigation measures.

EXHIBIT B

Project Manhour Estimate
 Consultant Fee Determination

Personnel	hours	Wage Cost	OO Costs
Project Management	8	\$294.72	
Project Engineer	220	6,446.00	
Task Engineer(s)	110	2,689.50	
Technical Support	82	1,127.50	
Clerical	44	534.60	
Administration	16	264.80	
Subtotal	480.0	\$11,357.12	
Subcontractor ()			\$0.00
Printing/Reproduction			300.00
Mailing/Postage			50.00
Mileage			50.00
Subtotal			\$400.00
Contingency			299.41
=====			
TOTAL COSTS		\$11,357.12	\$699.41
Overhead @ 1.70		19,307.10	
Professional Fee @ 10.0%		3,136.36	
TOTAL FEES		\$33,800.59	\$699.41 = \$34,500.00

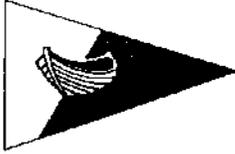
EXHIBIT "C"

Gig Harbor - General Sewer Plan

Task	hours	Classification									
		1	2	3	4	5	6	7	8	9	10
1. Project Administration	24			16							8
2. Planning Area	86	16	44					10	16		
3. Wastewater Flows	54		22					20	12		
4. Existing Wastewater Facil's	34		6					4	24		
5. Wastewater Characteristics	26		2					16	8		
6. Treatment Alternatives	36	4	8						24		
7. Conveyance Alternatives	64	8						16	40		
8. Capital Improvement Plan	52	4						16	32		
9. Financing Plan	80	4						28	48		
10. Environmental Assessment	24	8							16		
Subtotal	480.0										

LEGEND

-
1. Clerical
 2. Technician
 3. Senior Technician
 4. Engineer
 5. Senior Engineer
 6. Project Engineer
 7. Senior Project Engineer
 8. Associate
 9. Senior Associate
 10. Officer



City of Gig Harbor. The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

To: Mayor Wilbert and City Council
From: Mark Hoppen, City Administrator
Subject: Lease agreement with Multicare
Date: 3/6/92

Multicare Medical Center has signed a lease agreement for use of the city facility which also currently houses the Chamber. Among the terms is provision for the tenant to secure and furnish certificate of insurance with a combined single limit of not less than \$1,000,000 through an insurer satisfactory to the city.

Recommendation:

The Council should move to have Mayor Wilbert execute this contract, making sure that the insurance referenced in Paragraph 9 is satisfactory to the city.

Mary Bridge Children's Hospital and Health Center

Medical excellence from MultiCare 

January 8, 1992

Honorable Gretchen Wilbert, Mayor
Gig Harbor City Hall
3105 Judson Street
P.O. Box 145
Gig Harbor, WA. 98335

RE: 1991 Clinic and Client Activity Summary for the Gig Harbor/Mary Bridge WIC Program.

The following information is a summary of 1991 client and clinic activity for the Mary Bridge WIC program in Gig Harbor:

Enrolled = Client has been certified and found eligible for WIC services.

Vouchered = Client received food vouchers for a given month.

Participating = Client is eligible and participating in the WIC program but not receiving a food package i.e. a breast-feeding infant not being supplemented with formula.

	Enrolled	Vouchered	Participating
January	30	0	3
February	61	32	30
March	89	83	91
April	102	89	99
May	130	113	127
June	141	134	150
July	175	141	161
August	190	161	185
September	191	171	190
October	191	173	190
November	193	161	179
December	191	180	178
TOTAL:	1685	1407	1583

The information above reflects the same clients coming monthly to receive WIC services. The eligibility period for pregnant women is for pregnancy duration plus 6 weeks after delivery. The eligibility period for infants is the first 18 months of life. For children it is every 6 months if they meet the income and medical/nutritional risk eligibility criteria. For 1991, the Gig Harbor WIC Program was able to serve children up to 17 1/2 years of age.

The Unduplicated number of clients served during the year was 1930

Food dollars spent by these clients in 1991 were: \$56,115.00

CLIENT PROFILE:

Woman 83.68% (941)
Infants 40.0% (112)
Children 26.32% (74)

ETHNIC GROUP:

WHITE 56.41%
HISPANIC 5.26%
BLACK 2.63%
ASIAN 2.11%
OTHER 1.59%

FAMILY INCOME SOURCE:

EMPLOYED 52.02%
MILITARY .98%
PUBLIC ASSISTANCE 31.80%
OTHER 15.20%

EXPENSES:

Mary Bridge Children's Hospital and Health Center
Program Direct Expenses:

Salaries: 11,256.00
Payroll Tax: 851.00
Supplies: 375.00
Capital Equipment 2,226.00
TOTAL: 14,698.00

MANHOURS:

890
In-Kind Donation \$ 3,888.00
(Betty Hoffman volunteered 288 hrs)
She is an R.N. and would be paid at least 13.50/hr. if she were salaried.)

The 4 major grocery stores in Gig Harbor where WIC clients redeem their vouchers are:

1. Bag N Save
2. Stock Market
3. Safeway
4. Thriftway

If you require additional information or clarification please contact Julie Horschel, R.N. Manager, Mary Bridge WIC Program.

GIG HARBOR LEASE

THIS LEASE, dated as of the 14th day of February, 1992 is between **CITY OF GIG HARBOR**, a municipality (herein called "Landlord"), and **MULTICARE MEDICAL CENTER**, a Washington non-profit corporation (herein called "Tenant").

1. Premises. Landlord hereby Leases to Tenant, and Tenant hereby Leases from Landlord, on the terms and subject to the conditions herein set forth, a portion of the real property located at 3125 S. Judson Street, Gig Harbor, Pierce County, Washington, as particularly described in Exhibits A and B ("Property"), and the improvements located on the real property ("Improvements"). The term "Premises" means the Property and Improvements.

2. Term. This Lease shall be for a term of one (1) year commencing at 12:01 a.m. on the 14th day of February, 1992, and ending at 11:59 p.m. on the 14th day of February, 1993, provided that Tenant or Landlord may terminate this Lease at any time with or without cause by giving not less than sixty (60) days prior to written notice to the other party to the Lease.

3. Consideration. In consideration of the Landlord leasing the Premises to the Tenant, the Tenant shall provide WIC program services to the Gig Harbor community.

4. Use of the Premises. The Premises shall be used as a local site for the Federal Special Supplemental Food Program for Women, Infants, and Children ("WIC Program"). Tenant shall occupy and use the Premises for WIC program Services only on Thursday of each week. Such services and use of the Premises by the Tenant shall be conducted in a manner not to interfere or disturb the quiet use of the other section of the Premises by the other tenant, Gig Harbor Peninsula Chamber of Commerce.

5. Care of Premises. Tenant will, at its sole cost and expense, keep the Premises in as good repair as when the Premises are delivered to it except for ordinary wear and tear, damage by fire, the elements and other casualty, and damage which is not caused by the negligence of Tenant. Tenant also agrees to obtain all governmental licenses, permits and consents necessary in order for it to comply with all applicable environmental laws and ordinances in connection with its tenancy, and to hold Lessor harmless from any damages arising from Tenants's failure to do so. Landlord, at its sole cost and expense, shall maintain in good condition and repair the structural parts of the building and other improvements that are part of the Premises (including foundations, bearing and exterior walls, subflooring, roof and roof support systems) and drains, downspouts and gutters, plumbing and heating, lighting equipment and shall make all other repairs necessary to keep the Premises in good condition and repair which the Tenant is not required to make.

6. Utilities, Custodial Services and Maintenance. Landlord shall make all arrangements for and pay for all utilities (except telephone service and all connection

GIG HARBOR LEASE

charges) and regular custodial and maintenance and services.

7. Taxes. Tenant shall pay, before the same become delinquent, all taxes assessed or levied against Tenant's furniture, fixtures, equipment. Landlord shall pay when due all real property taxes and general and special assessments levied and assessed against the premises, and shall furnish Tenant with evidence of such payment.

8. Insurance. Landlord at its cost, shall maintain on the building and other improvements that are a part of the Premises a policy of standard fire and extended coverage insurance, with vandalism and malicious endorsements, to the extent of full replacement value.

9. Liability Insurance. Tenant at its sole cost and expense shall obtain and maintain in full force and effect during the term of this Lease comprehensive public and professional liability and property damage insurance or self-insurance, covering any and all claims for injury to or death of persons and loss of or damage to property incurring in, on, or about the Premises, with a combined single limit of not less than One Million Dollars (\$1,000,000). All such insurance shall be issued by companies satisfactory to Landlord, and shall contain a provision requiring thirty (30) days' written notice to both parties and Landlord's mortgages (if any) before cancellation or change in the coverage, scope or amount of any such policy. Prior to the commencement date of the Lease term, Tenant shall furnish Landlord with a certificate of such policy, and renewal certificates shall be furnished to Landlord at least thirty (30) days prior to the expiration of any expiring policy.

10. Indemnity. Tenant shall indemnify and hold Landlord harmless from and against any and all claims, losses, damages, liability, cost or expense (including without limitation attorneys' fees) arising out of or in connection with any damage to any person or property occurring in, on, or about the Premises except (a) any damage caused by or resulting from the sole negligence of Landlord or (b) any damage not caused by or resulting from the negligence of Tenant, its agents or employees in the event that damage is caused by the concurrent negligence of Landlord and Tenant. A party's obligation to indemnify and hold the other party harmless hereunder shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified. By initialing this section in the space provided in the margin, both parties acknowledge that they have read and understand this section, and acknowledge that is mutually negotiated.

11. Liens. Tenant shall keep the Premises and Tenant's leasehold interest-free and clear from any liens or lien claims arising out of work performed, materials furnished or obligations incurred by or on behalf of Tenant. If any such lien or lien claim is filed against the Premises or Tenant's leasehold interest, Tenant shall cause the same to be discharged within thirty (30) days after the date of filing; provided, however, that in the event of a bona fide dispute by Tenant, with respect to the validity or correctness of such

GIG HARBOR LEASE

lien, Tenant shall be entitled to contest the same by appropriate proceedings diligently pursued.

12. Delivery of Possession. Landlord covenants and agrees that possession of the Premises will be delivered to Tenant at the commencement of the term of this Lease in as good condition as the Premises now are or as the same are required to be altered pursuant to the terms of this Lease.

13. Assignment and Subletting. Neither this Lease nor any right hereunder may be assigned, transferred, encumbered or sublet in whole or in part by Tenant, or by operations of law or otherwise, without Landlord's prior written consent.

14. Quiet Enjoyment. Landlord agrees that Tenant, upon full and prompt performance of all of its obligations under this Lease including without limitation payment of all due sums hereunder as and when due, shall have quiet and peaceful possession of the Premises during the term of this Lease without disturbance by Landlord or any party claiming under Landlord, subject to the other terms and provisions of this Lease.

15. Landlord's Access to Premises. Landlord may inspect the Premises at all reasonable times and may enter the same for the purpose of inspecting, repairing, altering, or improving the same but nothing herein shall be construed as imposing any obligation on Landlord to perform any such work, unless otherwise obligated to do so hereunder.

16. Trade Fixtures, Improvements, and Miscellaneous Services. Tenant may install in the Premises such equipment as is customarily used in the type of business conducted by Tenant on the Premises that has been approved in advance by the Landlord. Upon the expiration or sooner termination of this Lease, Tenant shall, at its expense, remove from the Premise all such equipment and all other property of Tenant and shall repair any damage to the Premises occasioned by such removal. Any property left on the Premises after the expiration or sooner termination of this Lease shall be deemed to have been abandoned by Tenant and shall be the property of Landlord to dispose of as Landlord deems expedient without accounting to Tenant therefor. As improvements and additional services, Landlord agrees to remove such bookshelves as the Landlord deems necessary, erect a wall with a door to rest room between the Chamber and WIC; install a sink and a 10 foot counter with 2 electrical duplex; provide 12 chairs for client seating; move long counter/desk to receptionist area as indicated on plan; allow lab partitions and three other partitioned spaces to remain in place or put them in place for Thursday clinic; provide safety caps on low electrical outlets; allow storage of scales and height boards in storage room; and either open building or provide keys to staff to open and close building on WIC days.

17. Default and Reentry. If Tenant shall default in the performance of any of its obligations under this Lease or shall violate any term or provision of this Lease, for a period

GIG HARBOR LEASE

of thirty (30) days after written notice thereof from Landlord, then Landlord may, upon giving Tenant any notice required by law, terminate this Lease. If this lease is terminated as herein provided, Landlord may immediately or any time thereafter reenter the Premises without such reentry diminishing Tenant's obligation to any rental for the full term of this Lease, and Tenant agrees to pay Landlord any deficiency arising from reentry and reletting of the Premises at a lesser rental than provided herein.

18. Expenditures. If either party shall fail to perform, satisfy or comply with its covenants and agreements under this Lease, the other party may, after thirty (30) days' written notice (or such other period of time as is provided in a specified provision of this Lease), make all expenditures or do such acts and things as may be necessary to perform, satisfy, or comply with any such covenants and agreement; provided that the party initially responsible for such covenants and agreements has not, within such period of time, taken reasonable steps to perform, satisfy or comply with such covenants or agreements. Such expenditure and the Landlord's or the Tenant's costs, as the case may be, in connection therewith shall be payable in the case of Tenant, as additional rent with the monthly installment of rent next payable by the Tenant, and in the case of the Landlord, by way of setoff against future rent payable by Tenant hereunder.

19. Holdover. In the event Tenant holds over after the expiration of the term of this Lease, such tenancy shall be a month-to-month Lease terminable as provided by the laws of the state of Washington. During such tenancy, Tenant agrees to pay Landlord rent and other charges as provided herein, unless different rate is agreed upon and to be bound by all the terms, covenants, and conditions as specified in this Lease, as far as applicable.

20. Nonwaiver of Breach. The failure of either party to insist upon strict performance of any of the covenants and agreements of this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such, or any other covenants or agreements, but the same shall be and remain in full force and effect.

21. Signs and Fixtures. Tenant shall have the right to install, maintain and operate such signs as approved by the Landlord on the Premises for the purpose of advertising its business. Tenant may install in the Premises such equipment as is customarily used in the type of business conducted by Tenant on the Premises upon approval of the Landlord. Upon the expiration or sooner termination of this Lease, Tenant shall, at its expense, remove from the Premises all such signs, fixtures and equipment and all other property of Lessee and shall repair any damage to the Premises occasioned by such removal. All such signs, fixtures and equipment shall be and remain the personal property of Tenant, and may be removed by Tenant at any time.

22. Notices. Any notice, demand, request, consent, approval or other

GIG HARBOR LEASE

communication under this Lease shall be in writing and shall be sent by United States registered or certified mail, postage prepaid, addressed to the party at its address stated below or to such other place as either party may from time to time designate by notice to the other. All such notices and communications shall be effective on the earlier of the date of actual receipts as evidenced by the return receipt or five (5) business days after deposit in the mails in accordance with this section.

Landlord's Notice Address:

City of Gig Harbor
Post Office Box 145
Gig Harbor, WA 98335

Tenant's Notice Address:

MultiCare Medical Center
P.O. Box 5277
Tacoma, WA 98405
Attn: Property Manager

23. Waiver of Subrogation. Landlord and Tenant shall each procure an appropriate clause in, or an endorsement to, any policy of fire or extended coverage insurance covering the Premises, and the personal property, fixtures and equipment located in or on the Premises, pursuant to which the insurance companies waive subrogation or consent to a waiver of right of recovery, and each party agrees that it shall not make any claim against or seek to recover from the other for any loss of or damage to its property resulting from fire or other hazards covered by such insurance, notwithstanding any other provisions of this Lease to the contrary; provided, however, that the release, discharge, exoneration and covenant not to sue herein contained shall be limited by the terms and provisions of the waiver of subrogation clauses or endorsements consenting to a waiver of right of recovery, and shall be co-extensive therewith. If either party is unable to obtain such a clause of endorsement, it shall promptly notify the other party.

24. Recording. A memorandum of this Lease may be recorded.

25. Representations and Warranties. Landlord represents, warrants, covenants and agrees, and it is an express condition of this Lease that:

- a. Landlord is the owner of the Premises and is legally entitled and empowered to grant and execute this Lease.
- b. Tenant may conduct its business on the Premises, pursuant to all applicable

GIG HARBOR LEASE

laws, ordinances and regulations, including zoning and building laws applicable to the Premises, and shall not be prohibited from carrying on such business in the Premises.

- c. On performance of its obligations under this Lease, Tenant shall have quiet enjoyment of the Premises.

In the event any such use or enjoyment of the Premises is prohibited or prevented, Tenant may, without prejudice to any other right it may have, terminate this Lease on thirty (30) days written notice to Landlord.

26. Miscellaneous Provisions.

- a. Attorneys' Fees. If either party commences an action against the other arising out of or in connection with this Lease, the prevailing party shall be entitled to have and recover from the other party reasonable attorneys' fees and costs.
- b. Captions. The captions in this Lease are for convenience only and are not to be considered in the interpretation of its terms.
- c. Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render any other provision unenforceable, invalid, or illegal.
- d. Governing Law. This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Washington. Venue shall lie in Pierce County.
- e. Entire Agreement and Modification. This Lease contains all agreement between Landlord and Tenant relating in any manner to the rent, use or occupancy of the Premises, and all other matters set forth in this Lease. No prior agreements or understandings pertaining to the same shall be valid or of any force or effect. This Lease may not be modified except in writing signed by both parties.
- f. Joint and Several Obligations. "Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.
- g. Interpretation. This Lease has been submitted to the scrutiny of all parties and their counsel, if desired, and shall be given a fair and reasonable interpretation, without consideration of weight being given to its having been

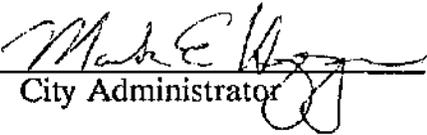
GIG HARBOR LEASE

drafted by any party or such party's counsel.

- h. Remedies Cumulative. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies available to Landlord at Law, in equity, or otherwise.
- i. Number and Gender. Where required by the context of this Lease, the singular shall include the plural and vice versa and the neuter gender shall include the feminine and the masculine.
- j. Time. Time is of the essence of this Lease.
- k. Exhibits and Riders. The following exhibits are attached to this Lease and are incorporated herein by reference: Exhibits A (description of the Premises).

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

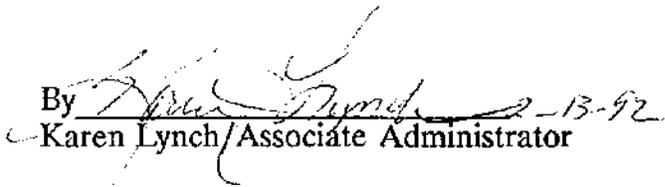
LANDLORD.

Attested By 
City Administrator

By _____
Gretchen Wilbert, Mayor

* * *

TENANT.
MULTICARE MEDICAL CENTER

By  2-13-92
Karen Lynch/Associate Administrator

GIG HARBOR LEASE

STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen Wilbert 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 municipality for the uses and purposes mentioned in the instrument.

Dated: _____, 1992

Notary Public in an for the State of
Washington, resident at _____
_____.

My appointment expires _____.

STATE OF WASHINGTON)
)ss.
COUNTY OF PIERCE)

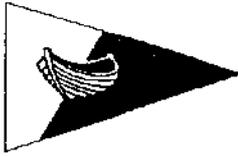
I certify that I know or have satisfactory evidence that Karen Lynch signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it, as the Associate Administrator of Mary Bridge Childrens Hospital, to be the free and voluntary act of such municipality for the uses and purposes mentioned in the instrument.

Dated: February 13, 1992

(Seal or Stamp)

Deanna A. Clell
Notary Public in an for the State of
Washington, resident at *Tacoma*
_____.

My appointment expires *2/11/93*.



City of Gig Harbor, The "Maritime City."
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

To: Mayor Wilbert and Council members
From: Mark Hoppen, City Administrator
Subject: Change of Classification, Assistant Police Clerk
Date: 3-4-92

The 1992 budget calls for an additional 1/2 person for the clerical staff within the police department. This position is referred to as an Assistant Police Clerk.

Chief Richards has explained that the position should be classified as Police Clerk, as the employee will be accountable for the same duties and responsibilities as the current police clerk. Neither position will have supervisory responsibility over the other.

Although this change of classification would change the employee's range of pay from \$1480-\$1850 to \$1620-\$2025, the proposed change would neither change the employee's current rate of pay or affect the status of the current budget. Principally, this is an equity issue.

Recommendation:
Move to change the currently budgeted position of .5 Assistant Police Clerk to .5 Police Clerk.

POLICE CLERK

Nature of Work

This is a responsible clerical and administrative position in public safety for the City of Gig Harbor. The position requires personal flexibility, the ability to work independently and substantial knowledge regarding Police records.

The employee is responsible for several clerical functions: record-keeping; typing; filing; answering the telephone; radio dispatching; and transcription of tape recordings.

The employee is also responsible for several administrative functions: preparing monthly statistical reports for the Uniform Crime Reporting and Incident Base Report systems; daily records of information for Traffic Trend Analysis; processing crime and incident reports; preparing case reports for prosecutor's office, crime victim services, and mental health facilities; and fingerprinting citizens and administrative bookings.

The employee develops effective working relationships with the public, supervisors, other criminal justice agencies and City employees.

Control Over Work

The employee is under the direct supervision of the Chief of Police and the general supervision of the Police Sergeant.

The employee's performance is governed by Department Policies and Procedures and local, state and federal laws.

The employee exercises discretion in regulating daily activities and use of clerical and administrative skills.

Performance is monitored daily by the Chief of Police or the Police Sergeant for conformance with policies, accepted practices, and laws.

Representative Examples of Duties and Responsibilities

Records and files (daily) crime, field interview reports, traffic, state and federal uniform crime reports, vacation security log, access information and incident reports. Daily maintenance includes review of all criminal, traffic and incident reports turned in by officers for determination of follow-up.

Types (daily) letters, memorandums, administrative reports and police reports.

Prepares (daily) case reports for prosecutor's office, juvenile detention and mental health facilities.

Prepares (weekly) Crime Analysis reports for Chief of Police and Sergeant.

Prepares (monthly) Uniform Crime Report and Incident Base Reports for the Federal Bureau of Investigation.

Prepares (monthly) Police Activity Report for the City Council.

Prepares (monthly) Validation Reports for Washington State and National Crime Information Center.

Transcribes administrative, incident, and Civil Seizure Hearings from recorded tapes.

Radio dispatches calls, records information, licensing status and messages to and from police officers in the field.

Answers telephone, responds to citizen requests, answers questions and records messages.

Fingerprints administrative bookings, and citizens for license and citizenship applications.

Knowledges, Abilities, and Skills

Through knowledge of Right to Privacy and Public Disclosure laws, policies and procedures relating to the work of police officers and the rights of citizens.

Through knowledge of office skills: bookkeeping, typing, filing, record-keeping, and answering telephones.

Through knowledge of Uniform Crime Reporting, Incident Base Reporting and certification of the State ACCESS system. Also proper Police record keeping issues and procedures and filing practices.

Considerable knowledge and ability to demonstrate speed and accuracy on the operation of PC software such as work processing, spreadsheets and database management and records maintenance programs.

Considerable knowledge of office equipment: typewriter, FAX machine, personal computers, transcriber; copy machine; radio; ten key calculator; and teletype.

Good knowledge of fingerprinting techniques.

Good knowledge of basic math.

Good knowledge of human relation techniques.

Ability to understand and effectively carry out both oral and written instructions.

Ability to relate to the public, supervisors and other city employees.

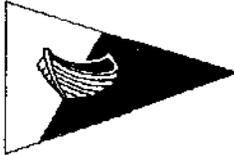
Physical Demands

The employee works in an office setting. Since the employee files data and police records there is some standing, bending, climbing stairs, and walking. Exposure to adverse weather is minimal.

Qualifications

Minimum:

Minimum three years Police related office experience, high school diploma or GED equivalent; type minimum 40 words per minute. Able to pass a detailed background and security clearance.



City of Gig Harbor, The "Maritime City."

3105 JUDSON STREET • P.O. BOX 145

GIG HARBOR, WASHINGTON 98335

(206) 851-8136

To: Mayor Wilbert and Council members
From: Mark Hoppen, City Administrator
Subject: Prosecutor Employment Agreement
Date: March 5, 1992

Our current Prosecutor, Andrew Becker, is paid \$1200 per month for Municipal Court work, and is paid \$40 per hour for additional work outside of the regular weekly afternoon calendar. Currently, Andrew Becker is handling initial cases outside of the regular afternoon time frame, and "subcontracting" appeals to Garold Johnson. This arrangement has been practical and effective over time, but somewhat confused in terms of billing.

Recommendation:

Rather than the current billing arrangement, I propose the Council agree to sign a contract for additional hours with Garold Johnson.

LAW OFFICES OF
MANN & JOHNSON

GAROLD E. JOHNSON*
EARL D. MANN
RICHARD H. WOOSTER

OF COUNSEL
STANLEY R. KING
DAVID J. MANGER

*ALSO ADMITTED IN ALASKA

550 SEAFIRST PLAZA
820 A STREET
TACOMA, WASHINGTON 98402
(206) 572-4161
(206) 838-1154 SEATTLE

TELEPHONE
AREA CODE 206
TACOMA 572-4161
SEATTLE 838-1154
FAX 572-4167

PARALEGALS

SHARON L. REINSCHILD
ETHEL J. SWANSON
GLENDA I. TANNER

February 14, 1992

Cathy Washington
CITY OF GIG HARBOR
3105 Judson Street
Gig Harbor, Washington 98335

Re: Gig Harbor/Prosecutor Employment Agreement

Dear Cathy:

Enclosed please find the original executed City Prosecutor Employment Agreement. When the Agreement has been reviewed and executed, please return a copy to my office.

If you have questions or concerns, please contact me at your convenience.

Sincerely,


Garold E. Johnson

:git
Enclosure
\G021492.ltr\

RECEIVED
FEB 27 1992

CITY PROSECUTOR
EMPLOYMENT AGREEMENT

THE PARTIES

The parties to this agreement are as follows:
GAROLD E. JOHNSON, hereinafter referred to as ATTORNEY; and
THE CITY OF GIG HARBOR, WASHINGTON, hereinafter referred to
as the CITY.

PURPOSE

The purpose of this agreement is to set forth the terms of
the agreement between the parties whereby the CITY agrees to
hire ATTORNEY for the City of Gig Harbor and ATTORNEY agrees
to provide legal services for the CITY relative to
prosecution of cases and other related matters.

CONSIDERATION

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

THE AGREEMENT

The parties hereto agree as follows:

1. ATTORNEY shall at all times faithfully,
industriously, and to the best of his ability and
experience, perform all of the duties that may be
required of him pursuant to the express and
implicit terms of this agreement and pursuant to
the rules of professional ethics.
2. The CITY shall pay ATTORNEY Forty and no/100
Dollars (\$40.00) per hour for the following
additional work:
 - a. Preparation and appearances for cases
assigned to ATTORNEY by the CITY in any court

City Prosecutor Agreement
(CtyPros.Agr)

including without limitation the Gig Harbor Municipal Court, Pierce County Superior Court, and the Appellate Courts of the State of Washington.

- b. ATTORNEY shall be entitled to claim a minimum of one (1) hour for any Court proceeding at which he is present.
 - c. The CITY shall pay or reimburse ATTORNEY for all Court costs, long distance telephone charges, and postage. ATTORNEY shall not be paid for travel time or clerical time involved in the performance of his duties.
3. It is agreed and understood that it is the responsibility of the ATTORNEY to be present at all court hearings for which he has contracted to render services on behalf of the CITY. It is understood that the ATTORNEY has other employment, and that he is not precluded from other employment so long as there is no interference with the performance of his duties as set forth herein. Should he be unable to perform his duties by reason of illness, vacation, or other circumstances, he shall be responsible to obtain the services of a licensed attorney in the State of Washington, to represent the CITY in the ATTORNEY's absence. Such counsel obtained to protect for the ATTORNEY in such instances shall be compensated by the ATTORNEY.
 4. The CITY shall be responsible for the provision to defendants of all required notices to assure their appearance in Court.
 5. ATTORNEY shall be a named insured on the CITY's policy of errors and omissions insurance, for liability for his acts and omissions when acting within the scope of his duties as City Prosecutor for the CITY.
 6. This agreement may be terminated by CITY without cause and without notice. After the expiration of six (6) months, ATTORNEY may, for any reason, terminate this agreement by ninety (90) days written notice to the CITY.
 7. This contract contains the complete agreement concerning the employment arrangement between the

City Prosecutor Agreement
(CtyPros.Agr)

parties and shall, as of the effective date hereof, supersede all other agreements between the parties.

8. No waiver or modification of this agreement shall be valid unless in writing and duly executed by the party to be charged therewith.

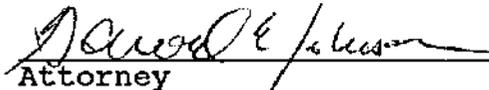
No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly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

9. The term of this agreement shall be for three (3) years, commencing on the 1st day of January, 1992, and terminating on the 1st day of January, 1995, subject, however, to prior termination as provided above.

DATED this _____ day of February, 1992.

CITY OF GIG HARBOR

Gretchen Wilbert, Mayor



Attorney

ATTEST:

Michael R. Wilson
City Administrator/Clerk

City Prosecutor Agreement
(CtyPros.Agr)

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
FOR EXPIRATION DATE OF 4/30/92

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1. INTER-PACIFIC ENTERPRISES, INC	INTER-PACIFIC ENTERPRISES, INC. 6653 KIMBALL DR STE 1 GIG HARBOR WA 98335 1208	076809	B2 B4 N5
2. GAIR, LINDA H	THE KEEPING ROOM (CANDLES & WINE, ETC.) 3106 HARBORVIEW GIG HARBOR WA 98335 0000	357737	F



Return Original to: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - MS ES-31, Olympia, WA 98504-2531

TO: Mayor of Gig Harbor

DATE: February 19, 1992

CHANGE IN CORPORATE OFFICERS:
RECEPTION NO. 362719 2S
RE: Keith Uddenberg, Inc.
Keith Uddenberg Thriftway
3110 Judson Ave
Gig Harbor, Wa 98335

(See Attached)

Contact: 206-851-6688

27-08 EF

RECEIVED
FEB 24 1992
CITY OF GIG HARBOR

RETAIL LICENSES

- A - Restaurant or dining place - Beer on premises.
- B - Tavern - Beer on premises.
- C - Wine on premises.
- D - Beer by open bottle only - on premises.
- E - Beer by bottle or package - off premises.
- F - Wine by bottle or package - off premises.
- H - Spirituous liquor by individual glass and/or beer and wine on premises
- L - Spirituous liquor by individual glass and/or beer and wine on premises for non profit arts organization during performances.
- P - Gift delivery service or florist with wine.

SPECIAL OCCASION LICENSES

- G - License to sell beer on a specified date for consumption at specific place.
- I - Annual added locations for special events (Class H only).
- J License to sell wine on a specific date for consumption at a specific place.
- Wine in unopened bottle or package in limited quantity for off premises consumption.
- K - Spirituous liquor by the individual glass for consumption at a specific place.

NON-RETAIL LICENSES

- N1-Manufacturers, except Distiller, Breweries and Wineries
- N2-Distillers License
- N3-Distiller's License (Commercial Chemist)
- N4-Distiller's License (Fruit and/or Wine).
- N5-Liquor Importer
- NS-Ship Chandler - Duty Free Exporter
- B1-Domestic Brewers
- B2-Beer Wholesaler
- B3-Beer Certificate of Approval in state.
- B4-Beer Importer
- W1-Domestic Winery.
- W2-Wine Wholesaler
- W3-Wine Importer
- W4-Wine certificate of approval in state
- W5-Bonded Wine Warehouse
- W6-Growers License - to sell wine in bulk.

PERMITS

- Class 4 - Annual Permit
- Class 11 - Bed & Breakfast.

CCI

- CCI 1 - Interstate Common Carrier

Notice is given that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS (10 days notice given for Class I) from the date listed above, it will be assumed that you have no objection to the issuance of the license. If additional time is required please advise.

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

OPTIONAL CHECK LIST:	EXPLANATION	YES	NO
LAW ENFORCEMENT		<input type="checkbox"/>	<input type="checkbox"/>
HEALTH & SANITATION		<input type="checkbox"/>	<input type="checkbox"/>
FIRE, BUILDING, ZONING		<input type="checkbox"/>	<input type="checkbox"/>
OTHER		<input type="checkbox"/>	<input type="checkbox"/>

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based. See RCW 66.24.010(8)

DATE _____ SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE _____

STOCK OWNERSHIP

Total stock authorized	Preferred 50,000 Common 500	Number of shares issued	100 462	Par value per share	-0- \$ 100.	
Is stock required to be escrowed?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Escrow holder	Location of Stock Register & Minute Book McGavick Graves, Tacoma			

LIST STOCK HOLDERS AND STOCK CERTIFICATES

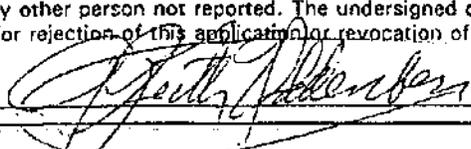
Please complete all of the following. Start with Certificate number 1. If more space is needed, attach additional sheets in the same format.

Name of stockholder: Last		First		Middle		Social Security Number		Birthdate		
Uddenberg		A.		Keith		535 05 0311		5 ^{Month} 24 ^{Day} 15 ^{Year}		
Home address: Street or Route			City	State	Zip Code	Name of Spouse: Last		First	Middle	
P. O. Box 444			Gig Harbor WA	98335	Uddenberg	Eugenia M.				
Number of shares owned	% owned	Date(s) issued		Date(s) cancelled		Certificate number(s)				
460 1/2	100	12/7/69, 10/15/71		12/31/69, 10/15/71		#1, #3 and #4				
Name of stockholder: Last		First		Middle		Social Security Number		Birthdate		
Uddenberg		Eugenia		M.		534 16 1128		8 ^{Month} 11 ^{Day} 27 ^{Year}		
Home address: Street or Route			City	State	Zip Code	Name of Spouse: Last		First	Middle	
P. O. Box 444			Gig Harbor WA	98335	Uddenberg	A.		Keith		
Number of shares owned	% owned	Date(s) issued		Date(s) cancelled		Certificate number(s)				
1 1/4	100	12/5/55 & 10/15/71				#2 & #5				
Name of stockholder: Last		First		Middle		Social Security Number		Birthdate		
Uddenberg		A.		Keith		534-05-0311		5 ^{Month} 24 ^{Day} 15 ^{Year}		
Home address: Street or Route			City	State	Zip Code	Name of Spouse: Last		First	Middle	
P. O. Box 444			Gig Harbor WA	98335	Uddenberg	Eugenia M.				
Number of shares owned	% owned	Date(s) issued		Date(s) cancelled		Certificate number(s)				
100	100	9/28/91				#1				
Name of stockholder: Last		First		Middle		Social Security Number		Birthdate		
						-		-		
Home address: Street or Route			City	State	Zip Code	Name of Spouse: Last		First	Middle	
Number of shares owned	% owned	Date(s) issued		Date(s) cancelled		Certificate number(s)				
Name of stockholder: Last		First		Middle		Social Security Number		Birthdate		
						-		-		
Home address: Street or Route			City	State	Zip Code	Name of Spouse: Last		First	Middle	
Number of shares owned	% owned	Date(s) issued		Date(s) cancelled		Certificate number(s)				
Name of stockholder: Last		First		Middle		Social Security Number		Birthdate		
						-		-		
Home address: Street or Route			City	State	Zip Code	Name of Spouse: Last		First	Middle	
Number of shares owned	% owned	Date(s) issued		Date(s) cancelled		Certificate number(s)				

PLEASE NOTE: ADDITIONAL FORMS OR DOCUMENTS MAY BE REQUIRED BY THE INDIVIDUAL AGENCY.

CERTIFICATION

Under penalty of perjury, I hereby certify there have been no changes in officers or stockholders that have not been reported, and that each officer and stockholder is the real party in interest with respect to his/her position and is not acting directly or indirectly as an agent, employee or representative of any other person not reported. The undersigned certifies on behalf of the corporation that it is understood that a misrepresentation of fact is cause for rejection of this application or revocation of any license issued. **FOR GAMBLING ONLY: Elected Chief Executive must sign below.**

Signature:  Title: Pres. Date: _____

92 041 0257



BUSINESS LICENSE SERVICES
DEPARTMENT OF LICENSING
OLYMPIA, WA 98504-8006

2-131036-2

1-800-562-8203 in Washington or 206-753-4401 out of state
Please type or print in dark ink.

UBI	OFFICE USE ONLY
273 000 817	
362719-2S MF	

FOR VALIDATION ONLY

JY02746	2-11-92	75. ⁰⁰
4637 000 400 021052		150.00

01P-400-731-0003

CHANGE IN CORPORATE OFFICERS AND/OR STOCK OWNERSHIP

List fee amount next to each license you hold and enter total fees due in the box below:

TYPE OF LICENSE HELD/FEE	AMOUNT DUE
Liquor \$75.00, Change in more than 10% stock. (No fee if only dropping Corporate Officer.)	\$ 75.00
Lottery \$25.00 per location, Change in 10% stock or more. (No fee for Corporate Officer change.)	\$ 75.00
Gambling \$50.00, Change in stock of 10% to 50%. (No fee for Corporate Officer change.) PLEASE NOTE: Contact the Gambling Commission if the change is greater than 50%.	\$ 0
TOTAL AMOUNT DUE <small>Make check payable to the Washington State Treasurer</small>	\$ 150.00

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FEB 12 1992

CORPORATE OFFICERS

At the completion of this corporate change, the officers will be as follows:

Corporate name as shown on license Keith Uddenberg, Inc.						State tax registration number or UBI 273 000 817			
PRESIDENT	Name: Last	First	Middle	Birthdate			Social Security Number		% Owned
	Uddenberg	A.	Keith	5	24	15	534-05 0311		100
Home address: Street or Route		City		State	Zip Code	Telephone			
P. O. Box 444		Gig Harbor		WA	98335	(206) 851-6688			
VICE PRESIDENT	Name of spouse: Last	First	Middle	Birthdate			Social Security Number		% Owned
	Uddenberg	Eugenia	M.	8	11	22	538-16 1128		
Home address: Street or Route		City		State	Zip Code	Telephone			
3619 124th St. NW		Gig Harbor		WA	98332	(206) 858-2548			
SECRETARY	Name of spouse: Last	First	Middle	Birthdate			Social Security Number		% Owned
	none						-		
SECRETARY	Name: Last	First	Middle	Birthdate			Social Security Number		% Owned
	Uddenberg	Eugenia	M.	8	11	22	538-16 1128		0
Home address: Street or Route		City		State	Zip Code	Telephone			
P. O. Box 444		Gig Harbor		WA	98335	(206) 851-6688			
TREASURER	Name of spouse: Last	First	Middle	Birthdate			Social Security Number		% Owned
	Uddenberg	A.	Keith	5	24	15	534-05 0311		
Home address: Street or Route		City		State	Zip Code	Telephone			
Same as Secretary						() -			
TREASURER	Name of spouse: Last	First	Middle	Birthdate			Social Security Number		% Owned
							-		

If necessary, attach additional sheets using the same format as shown above.

Corporate Officer changes should also be filed with the Washington Secretary of State's office, Corporations Division.

PLEASE COMPLETE THE REVERSE SIDE. YOUR SIGNATURE IS REQUIRED ON PAGE TWO.



DENNIS RICHARDS
Chief of Police

City of Gig Harbor Police Dept.
3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-2236

MONTHLY POLICE ACTIVITY REPORT

FEBRUARY

DATE: 03-01-92

	<u>FEB</u> <u>1992</u>	<u>YTD</u> <u>1992</u>	<u>YTD</u> <u>1991</u>	<u>%CHG TO</u> <u>1991</u>
CALLS FOR SERVICE	<u>241</u>	<u>463</u>	<u>364</u>	<u>+ 27</u>
CRIMINAL TRAFFIC	<u>19</u>	<u>27</u>	<u>49</u>	<u>- 44</u>
TRAFFIC INFRACTIONS	<u>101</u>	<u>198</u>	<u>186</u>	<u>+ 6</u>
DWI ARRESTS	<u>3</u>	<u>5</u>	<u>11</u>	<u>- 54</u>
FELONY ARRESTS	<u>7</u>	<u>17</u>	<u>2</u>	<u>+ 750</u>
MISDEMEANOR ARRESTS	<u>10</u>	<u>22</u>	<u>26</u>	<u>- 15</u>
WARRANT ARRESTS	<u>0</u>	<u>6</u>	<u>8</u>	<u>- 25</u>

