

SPECIAL GIG HARBOR CITY COUNCIL MEETING

SATURDAY, JUNE 29, 1991

Monte's ~~was~~ was a political statement
which person was he supporting?



City of Gig Harbor. The "Maritime" City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

SPECIAL CITY COUNCIL MEETING

Notice is hereby given that the Gig Harbor City Council will hold a special council meeting on Saturday, June 19, 1991, in the Council Chambers of City Hall at 9:00 a.m. The council will then adjourn to Executive Session for directions and work with Dr. Michael Pendleton concerning the Conflict Resolution Study. At 7:00 p.m., the council will reconvene the public meeting and establish rules to conduct council business; openly discuss specific reasons for the firing of City Administrator Michael Wilson; and go through all agenda items from the Monday, June 24, 1991 council meeting.

The public is invited to attend this public meeting beginning at 7:00 p.m. in the council chambers.

Bob Frisbie
Mayor Pro-Tempore
City of Gig Harbor

AGENDA FOR GIG HARBOR CITY COUNCIL SPECIAL MEETING
SATURDAY, JUNE 29, 1991

9:00 a.m. - 4:00 p.m.*

EXECUTIVE SESSION:

The council will meet in executive session from 9:00 a.m.* until 4:00 p.m. for the purpose of a personnel workshop. The open public meeting will reconvene at 7:00 p.m. for regular session.*

7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

PUBLIC HEARINGS: None scheduled.

COUNCIL DISCUSSION:

- 7:14
1. Establish rules to conduct council business.
 2. Reasons for firing of City Administrator.

7:20 APPROVAL OF MINUTES:

7:28 CORRESPONDENCE:

1. Update on Gig Harbor Flower Fund*
2. Tacoma/Pierce County cable TV franchises.

7:30 MAYOR'S REPORT:

1. Appreciation plaques.

OLD BUSINESS:

- 850 856
1. Hunt/Kimball LID Ordinance - 2nd reading. *Table for 2 months alt's*
 2. Amendments to Energy Code Ordinance - 2nd reading.
 3. Sewer treatment plant expansion budget and system financial report.
 4. Grande Bank Subdivision request for sewer service - Jeff Edwards.

NEW BUSINESS:

- 9:23
1. Selection of Mayor Pro-Tempore.
 2. Transition agreement. *Agreement lead. Comments on trans. agreement + pricing.*
 3. Hearing Examiner report and recommendation on SUB91-01: Harbor Heights Subdivision.
- 7:20 7:37 9:24

4. Sewer utility extension requests:

934 a. Wood

938 b. Healy. — By Plaza 16 (Talmie) *UM*

10:05 5. Harborview Drive overlay project - contract award.

10:07 6. Water tank painting project - contract award.

10:08 7. Well drilling project - contract award.

10:09 8. City Attorney/Legal Counsel Ordinance - 1st reading.

10:25 9. Ordinance setting City Attorney compensation - 1st reading. *Talbot*

10:25 10. Special occasion liquor license - MS Society.

DEPARTMENT MANAGERS' REPORTS:

1. Public Works:

Stinson Avenue widening project.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Multi Cultural planning.

APPROVAL OF BILLS:

Warrants #7384 through #7434 in the amount of \$ 38,488.06.

EXECUTIVE SESSION:

1. Personnel issue: Jeff Anderson.

ADJOURN:

KIMBALL DRIVE/HUNT STREET L.I.D.
PRELIMINARY COST ESTIMATE

OPTION A: Three lane roadway section, curbs, gutters, and sidewalks on both sides of Kimball Drive. No improvements on Hunt Street. Pro Rental shop is the break point for the project.

Project Length 3,200 ft.
Missing sidewalk section 3,500 ft.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1. Excavation	3,000 cy	9.0/cy	27,000
2. ACP class B	2,600 ton	38/ton	98,800
3. Asphalt planing	2,800 sy	3/sy	8,400
4. Vertical curb & gutter	3,200 ft	7/ft	22,400
5. Sidewalk	19,250 sf	1.50/sf	28,875
6. Storm drain	2,000 lf	22/lf	44,000
7. Catch basin	17 ea.	900/ea.	15,300
8. Utility relocation	1.s.	25,000	25,000
9. Rock wall	3,000 sf	700/sf	21,000
10. Pavement marking	1.s.	10,000	10,000
11. Landscaping	1.s.	5,000	5,000
12. Lighting	1.s.	50,000	50,000
13. Signal (Hunt/Kimball)	1.s.	90,000	90,000
14. Signal Interconnect	1.s.	20,000	20,000
15. Mobilization			<u>40,000</u>
CONSTRUCTION COST SUBTOTAL			505,775
Engineering			60,000
Administration			<u>6,500</u>
SUBTOTAL			572,275
18% Construction & Inspection Contingency			<u>103,000</u>
OPTION "A" TOTAL			675,275
City Participation			<u>(100,000)</u>
SUBTOTAL			575,000
L.I.D. Financing			20,000
Admin./Legal			<u>8,500</u>
TOTAL L.I.D. FINANCING			603,500

40% Red

OPTION B:

Three lane roadway section, curbs, gutters,
and sidewalks on both sides of Kimball Drive.
Two lane roadway section on Hunt Street.
Curbs, gutters, and sidewalk on one side
(862' long).

	<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
1.	Excavation	4,000 cy	9.0/cy	36,000
2.	ACP class B	3,125 ton	38/ton	118,750
3.	Asphalt planing	2,800 sy	3/sy	8,400
4.	Vertical curb & gutter	4,062 ft	7/ft	28,450
5.	Sidewalk	24,050 sf	1.50/sf	36,100
6.	Storm drain	2,900 lf	22/lf	63,800
7.	Catch basin	20 ea.	900/ea.	18,000
8.	Utility relocation	1.s.	25,000	25,000
9.	Rock wall	4,000 sf	700/sf	28,000
10.	Pavement marking	1.s.	12,000	12,000
11.	Landscaping	1.s.	10,000	10,000
12.	Lighting	1.s.	65,000	65,000
13.	Signal (Hunt/Kimball)	1.s.	90,000	90,000
14.	Signal Interconnect	1.s.	20,000	20,000
15.	Mobilization		9,500	<u>49,500</u>
	CONSTRUCTION COST	SUBTOTAL		609,000
	Engineering			75,000
	Administration			<u>6,500</u>
	SUBTOTAL			690,500
	18% Construction & Inspection Contingency			<u>124,290</u>
	OPTION "B" TOTAL			814,790
	City Participation			<u>(184,790)</u>
	SUBTOTAL			630,000
	L.I.D. Financing			22,000
	Admin./Legal			<u>10,000</u>
	TOTAL L.I.D. FINANCING			662,000

*35% Red from
original
Proposed*

OPTION "A" KIMBALL-HUNT LOCAL IMPROVEMENT DISTRICT (LIO No. 4)
 PRELIMINARY ASSESSMENT ROLL

NUMBER	PARCEL NO.	OWNER	ADDRESS	ASSESSMENT VALUE	SQ. FT	F.FT	ASSESSMENT CHARGE (SQ.FT/F.FT)
1	022108-3-108	Leased Stations inc, Tax Dept	PO Box 7813, Universal City CA	248,300.00	17,424.00	88.39	4,781.28
2	022108-3-103	Tacoma Orth. Association	P.O. Box 40, Tac 98401	14,700.00	4,791.60	129.03	4,073.83
3	022108-3-104	Pioneer Plaza Partnership	P.O. Box 401, Gig	471,700.00	34,848.00	200.00	10,174.31
4	022108-3-015	Wade Sumlho	314 S. K Suite 202, Tac 98405	41,300.00	54,450.00	0.00	7,664.37
5	022108-3-112	Thomas Morris	P.O. Box 401, Gig	342,100.00	5,924.16	135.00	4,390.54
6	022108-3-131	James Ribary	7108 Pioneer Way, Gig	13,700.00	6,969.60	193.75	6,085.49
7	022108-3-141	Thomas Morris	P.O. Box 401, Gig	334,600.00	28,052.64	100.43	6,594.57
8	022108-7-003	Ellen & Dennis Davenport	7501 Artondale Dr W, Glg	109,400.00	64,468.80	18.75	9,568.60
9	022108-7-004	Ellen & Dennis Davenport	7501 Artondale Dr W, Glg	121,000.00	26,136.00	33.43	4,559.63
10	022108-3-142	Western Clinic	521 S. K St, Tac 98405	1,114,100.00	128,937.60	714.80	36,981.04
11	022108-3-082	Western Clinic	521 S. K St, Tac 98405	748,200.00	58,762.44	528.13	22,185.27
12	022108-3-129	Fire Protection Dist 5	6711 Kimball, Gig	950,000.00	176,853.60	275.00	32,138.91
13	022108-7-016	DNC Capital Consultants	2300 SW 1st Ave, OR 97201	1,654,500.00	114,998.40	198.83	21,425.44
14	022108-7-017	Keith Uddeberg	P.O. Box 444, Gig	252,700.00	103,672.80	207.38	20,056.51
15	022108-3-145	Harbor Heights Assoc.	201-A Broadway, Tac 98402	328,944.00	205,646.76	300.00	36,850.47
16	022108-3-146	Harbor Heights Assoc.	3408 Hunt St NW, Gig	418,756.00	217,800.00	450.00	42,512.99
17	022108-7-012	FBA Int	103 Raft Island, Gig	244,800.00	28,314.00	33.43	4,866.21
18	022108-7-013	Daniel and Sharon Snuffin	8817 Franklin Ave, Gig	94,700.00	27,878.40	135.77	7,501.10
19	022108-7-001	Norwegian Wood Association	11027 NE 4th, Bellevue 98004	824,200.00	108,028.80	33.43	16,086.85
20	022108-7-002	Ellen & Dennis Davenport	7501 Artondale Dr W, Gig	126,100.00	71,438.40	33.43	10,936.39
21	022108-7-014	Laurelwood Associates	300 120th Bld 3, Bellevue 98005	987,300.00	33,976.80	33.43	5,663.30
22	022108-7-015	Laurelwood Associates	300 120th Bld 3, Bellevue 98005	105,800.00	33,976.80	33.43	5,663.30
23	022108-3-040	Frederick Stroh	3408 Hunt St., Gig	76,700.00	128,502.00	10.00	18,351.37
24	022108-3-019	Frederick Stroh	3408 Hunt St., Gig	37,800.00	89,298.00	325.00	21,131.88
25	022117-2-006	Frederick Stroh	3408 Hunt St., Gig	415,800.00	21,600.00	175.00	7,650.89
26	022117-2-063	Frederick Stroh	3408 Hunt St., Gig	700.00	3,485.00	12.00	806.69
27	022117-2-028	Frederick Stroh	3408 Hunt St., Gig	260,100.00	163,785.60	444.03	34,752.65
28 (= 56)	022108-3-123	Vincent Skansie/John Paglia	705 S.9th Suite 304, Tac 98405	20,600.00	16,552.00	33.43	3,210.59
29 (= 57)	022108-3-122	Vincent Skansie/John Paglia	705 S.9th Suite 304, Tac 98405	33,800.00	57,934.80	33.43	9,035.62
30 (= 58)	772300-011-0	G.H. Retirement Apartments	34004 16th Ave S, Fed W 98003	1,419,300.00	104,890.75	33.43	15,645.13
31 (= 59)	022108-3-094	Francis Clayton	2602 S Union 102D, Tac 98405	43,200.00	172,933.20	33.43	25,222.78
32 (= 60)	022117-2-070	Rush Construction Co Inc	1318 Sunset Dr. S, Tac 98465	43,200.00	244,190.40	16.18	24,798.46
33 (= 61)	022108-3-140	Peninsula School District #401	14015 62nd Ave NW, Gig	1,114,800.00	457,816.60	260.00	71,291.88
34 (= 62)	022108-3-025	Tacoma City Utilities	3620 S 35th St, Tac 98411	34,200.00	201,247.20	475.00	40,841.66
					3,215,584.15	5,726.77	603,500.00

Total Project Cost = 603,500.00

44

OPTION "B" KIMBALL-HUNT LOCAL IMPROVEMENT DISTRICT (LID No. 4)
PRELIMINARY ASSESSMENT ROLL

NUMBER	PARCEL NO.	OWNER	ADDRESS	ASSESSMENT			ASSESSMENT CHARGE (SQ.FT/F.FT)
				VALUE	SQ. FT	F.FT	
1	022108-3-108	Leased Stations Inc, Tax Dept	PO Box 7813, Universal City CA	248,300.00	17,424.00	88.39	4,762.80
2	022108-3-103	Tacoma Orch. Association	P.O. Box 40, Tac 98401	14,700.00	4,791.60	129.03	3,996.71
3	022108-3-104	Pioneer Plaza Partnership	P.O. Box 401, Gig	471,700.00	34,848.00	200.00	10,121.36
4	022108-3-015	Wade Sumiho	314 s. K Suite 202, Tac 98405	41,300.00	54,450.00	0.00	7,796.60
5	022108-3-112	Thomas Morris	P.O. Box 401, Gig	342,100.00	5,924.16	135.00	4,312.06
6	022108-3-131	James Ribary	7108 Pioneer Way, Gig	13,700.00	6,969.60	193.75	5,969.14
7	022108-3-141	Thomas Morris	P.O. Box 401, Gig	334,600.00	28,052.64	100.43	6,593.61
8	022108-7-003	Ellen & Dennis Davenport	7501 Artondale Dr W, Gig	109,400.00	64,468.80	18.75	9,712.26
9	022108-7-004	Ellen & Dennis Davenport	7501 Artondale Dr W, Gig	121,000.00	26,136.00	33.43	4,600.11
10	022108-3-142	Western Clinic	521 s. K St, Tac 98405	1,114,100.00	128,937.60	714.80	36,802.47
11	022108-3-082	Western Clinic	521 S. K St, Tac 98405	209,200.00	58,762.44	528.13	21,964.69
12	022108-3-129	Fire Protection Dist 5	6711 Kimball, Gig	950,000.00	176,853.60	276.00	32,379.23
13	022108-7-016	DNC Capital Consultants	2300 SW 1st Ave, OR 97201	1,654,500.00	114,998.40	198.83	21,567.94
14	022108-7-017	Keith Uddenberg	P.O. Box 444, Gig	252,700.00	103,672.80	207.38	20,165.62
15	022108-3-145	Harbor Heights Assoc.	201-A Broadway, Tac 98402	328,944.00	205,646.76	300.00	37,143.51
16	022108-3-146	Harbor Heights Assoc.	3408 Hunt St NW, Gig	418,756.00	217,800.00	450.00	42,732.37
17	022108-7-012	PBA Int	103 Raft Island, Gig	244,800.00	28,314.00	33.43	4,911.97
18	022108-7-013	Daniel and Sharon Shuffin	8817 Franklin Ave, Gig	94,700.00	27,878.40	135.77	7,475.40
19	022108-7-001	Norwegian Wood Association	11027 NE 4th, Bellevue 98004	824,200.00	108,028.90	33.43	16,326.20
20	022108-7-002	Ellen & Dennis Davenport	7501 Artondale Dr W, Gig	126,100.00	71,438.40	33.43	11,066.88
21	022108-7-014	Laurelwood Associates	300 120th Bld 3, Bellevue 98005	987,300.00	33,976.80	33.43	5,722.82
22	022108-7-015	Laurelwood Associates	300 120th Bld 3, Bellevue 98005	105,800.00	33,976.80	33.43	5,722.82
23	022108-3-040	Frederick Stroh	3408 Hunt St., Gig	76,700.00	128,502.00	10.00	18,656.56
24	022108-3-019	Frederick Stroh	3408 Hunt St., Gig	37,800.00	89,298.00	325.00	21,125.12
25	022117-2-006	Frederick Stroh	3408 Hunt St., Gig	415,800.00	21,600.00	175.00	7,592.96
26	022117-2-063	Frederick Stroh	3408 Hunt St., Gig	700.00	3,485.00	12.00	806.90
27	022117-2-028	Frederick Stroh	3408 Hunt St., Gig	260,300.00	163,785.60	444.03	34,844.96
28	435400-001-0	William & Irene Biedermann	01 Harbor Sunset Pl A-1, Gig	46,100.00	5,206.25	16.18	1,160.62
29	435400-002-0	Maxion Barger	2305 Ruthrauff, Tuscon AZ 85705	46,100.00	5,206.25	16.18	1,160.62
30	435400-003-0	Barbara Hupe	03 Harbor Sunset Pl, Gig	46,100.00	5,206.25	16.18	1,160.62
31	435400-004-0	James & Kathleen Gee	04 Harbor Sunset Pl, Gig	46,100.00	5,206.25	16.18	1,160.62
32	435400-005-0	Linda Barnett	05 Harbor Sunset Pl, Gig	46,100.00	5,206.25	16.18	1,160.62
33	435400-006-0	Lois Reed	06 Harbor Sunset Pl Bld 2, Gig	46,100.00	5,206.25	16.18	1,160.62
34	435400-007-0	Shirley Lusk	07 Harbor Sunset Pl B-3, Gig	46,100.00	5,206.25	16.18	1,160.62
35	435400-008-0	Herbert Hallberg	08 Harbor Sunset Pl C-3, Gig	46,100.00	5,206.25	16.18	1,160.62
36	435400-009-0	Gary Crosby	09 Harbor Sunset Pl C-1, Gig	46,100.00	5,206.25	16.18	1,160.62
37	435400-010-0	Frederick & Kathleen Horne	3712 26th Ave Ct NW, Gig	46,100.00	5,206.25	16.18	1,160.62
38	435400-011-0	Roger Olsen	11 Harbor Sunset Pl C-4, Gig	46,100.00	5,206.25	16.18	1,160.62
39	435400-012-0	Karin McGuire	12 Harbor Sunset Pl C-4, Gig	46,100.00	5,206.25	16.18	1,160.62
40	435400-013-0	Robert & Joanne Mitton	6202 24th NW, Gig	46,100.00	5,206.25	16.18	1,160.62
41	435400-014-0	David Hungerpiller	14 Harbor Sunset Pl D-2, Gig	46,100.00	5,206.25	16.18	1,160.62
42	435400-015-0	Gale Hilstad	15 Harbor Sunset Pl D-3, Gig	46,100.00	5,206.25	16.18	1,160.62
43	435400-016-0	Patricia & W.D. Hatter	8020 92nd St NW, Gig	46,100.00	5,206.25	16.18	1,160.62
44	022117-6-015	Kristie Tedford	3012 Hunt Rd., Gig	79,700.00	13,068.00	100.50	4,449.78
45	022117-6-016	Laurie A. Miner	9026 Maple Ave SW, Tac 98499	23,300.00	15,681.50	114.00	5,170.40
46	022117-6-005	Joint Venture c/o B. Aspen	Raft Island #11, Gig	98,500.00	27,878.40	30.00	4,761.59
47	475540-001-0	Alfred & Mildred Joseph	6330 Islandview Tr, Gig	122,200.00	9,000.00	23.77	1,898.58
48	475540-002-0	Richard & Judith Kuehn	6328 Islandview Tr, Gig	112,400.00	9,000.00	23.77	1,898.58
49	475540-003-0	Ingvald Berg	6326 Islandview Tr, Gig	136,500.00	9,000.00	22.77	1,898.58
50	475540-004-0	Robert & Diana Logan	P.O. Box 429, Gig	134,200.00	9,000.00	23.77	1,898.58
51	475540-005-0	Joseph & Linda Turner	3007 40th St E, Tac 98404	21,000.00	9,000.00	23.77	1,898.58
52	475540-006-0	Joseph & Linda Turner	3007 40th St E, Tac 98404	21,000.00	9,000.00	23.77	1,898.58
53	475540-007-0	Joseph & Linda Turner	3007 40th St E, Tac 98404	21,000.00	9,000.00	23.77	1,898.58
54	475540-008-0	Joseph & Linda Turner	3007 40th St E, Tac 98404	20,300.00	9,000.00	23.77	1,898.58
55	475540-009-0	Lewis & Maria Lofgren	12633 Occidental, Seattle 98168	22,300.00	19,950.00	30.00	6,490.10
56	022108-3-123	Vincent Skansie/John Paglia	705 S.9th Suite 304, Tac 98405	20,600.00	16,552.00	33.43	3,227.79
57	022108-3-122	Vincent Skansie/John Paglia	705 S.9th Suite 304, Tac 98405	33,800.00	57,934.80	33.43	9,153.32
58	772300-011-0	G.K. Retirement Apartments	14004 16th Ave S, Fed W 98003	1,419,300.00	104,890.75	33.43	15,876.86
59	022108-3-094	Francis Clayton	2602 S Union 102D, Tac 98405	43,200.00	172,933.20	33.43	29,619.75
60	022117-2-070	Rush Construction Co Inc	1318 Sunset Dr. S, Tac 98465	43,200.00	244,190.40	16.18	35,380.35
61	022108-3-140	Peninsula School District #401	14015 62nd Ave NW, Gig	1,114,800.00	457,815.60	260.00	72,224.83
62	022108-3-025	Tacoma City Utilities	3620 S 35th St, Tac 98411	34,200.00	201,247.20	475.00	41,003.64
					3,467,462.15	6,450.31	662,000.00

\$



City of Gig Harbor. The "Maritime" City."

3105 JUDSON STREET • P.O. BOX 145
GIG HARBOR, WASHINGTON 98335
(206) 851-8136

TO: MAYOR GRETCHEN WILBERT AND CITY COUNCIL
FROM: BEN YAZICI, PUBLIC WORKS DIRECTOR *BBY*
RE: PRODUCTION WELL #6, CONTRACT AWARD
DATE: JUNE 27, 1991

We have received four bids for the Production Well #6 Drilling Project. The bidder's names and bid amounts are as follows:

<u>Name</u>	<u>Bid Amount</u>
Holt Drilling	\$ 77,960.96
Burt Well Drilling	\$ 84,429.50
Charon Drilling, Inc.	\$ 97,677.58
Jensen Drilling Co.	\$270,298.00

The Engineer's Estimate for the project was \$76,000. We have a total of \$100,000 in our budget to complete this project.

Recommendation

Staff recommends that Council Members award the Well #6 contract to Holt Drilling Company Inc. for \$77,960.96



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

TO: MAYOR OF GIG HARBOR

DATE: 6-20-91

RE: SPECIAL OCCASION #358890

HARBOR LANDING RESTAURANT
3226 HARBORVIEW DR
GIG HARBOR, WA

CLASS I FOR: NATIONAL MS SOCIETY

DATE: JULY 6, 1991 TIME: 1PM TO 8PM
PLACE: GIG HARBOR PARK, GIG HARBOR, WA

CONTACT: GREG TICE 728-1088

RECEIVED
JUN 24 1991
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

**CITY ADMINISTRATOR/CLERK
EMPLOYMENT AGREEMENT**

THIS AGREEMENT, made and entered into this 23rd day of July, 1985, by and between the City of Gig Harbor, a State of Washington municipal corporation (hereinafter called City) and MICHAEL R. WILSON (hereinafter called MR. WILSON) both of whom understand as follows:

WITNESSETH:

WHEREAS, City desires to employ the service of MR. WILSON as Director of Administration and City Clerk of the City of Gig Harbor (hereinafter called City Administrator) as presently provided by the Personnel Regulations of the City of Gig Harbor and the Revised Code of Washington Section 35A.12.020, and hereafter amended, respectively; and

WHEREAS, it is the desire of the Council of the City of Gig Harbor, Washington (hereinafter called Council), to provide certain benefits, establish certain conditions of employment and to set working conditions of said City; and

WHEREAS, it is the desire of the Council to (1) secure and retain the services of MR. WILSON and to provide inducement for him to remain in such employment, (2) to assure MR. WILSON'S peace of mind with respect to future security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of MR. WILSON, and

(4) to provide a just means for terminating MR. WILSON'S services at such time as he may be unable to fully discharge his duties due to age or disability or when the Mayor of the City may otherwise desire to terminate his employ; and

WHEREAS, MR. WILSON desires to accept employment as City Administrator,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and MR. WILSON agree as follows:

SECTION 1. DUTIES.

City hereby agrees to employ MR. WILSON as City Administrator of the City of Gig Harbor to perform the functions and duties specified in Chapter 35A.12 of the Revised Code of Washington, the Personnel Regulations of the City of Gig Harbor, and to perform other legally permissible and proper duties and functions as the Mayor of the City shall from time to time assign.

SECTION 2. TERM.

A. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Mayor of the City to terminate the services of MR. WILSON at any time, subject only to the provisions set forth in this agreement.

B. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of MR. WILSON to resign at any time from his position with the City, subject only to the provisions set forth in this agreement.

C. MR. WILSON agrees to remain in the exclusive employ of the City for an indefinite term, and neither to accept other employment nor to become employed by any other employer during the term of his employment with the City.

The term "employed" shall not be construed to include occasional teaching, writing, consulting or military reserve service performed on employee's time off.

SECTION 3. SUSPENSION.

The Mayor of the City may suspend MR. WILSON with full pay and benefits at any time during the term of this agreement, but only if MR. WILSON shall have been given written notice setting forth any charges at least ten days prior to such suspension and given a hearing before the Mayor of the City with the opportunity to rebut the stated charges. The conduct and procedure of the hearing shall be at the discretion of the Mayor of the City.

SECTION 4. TERMINATION AND SEVERANCE PAY.

A. In the event MR. WILSON is terminated by the Mayor of the City and during such time that MR. WILSON is willing and able to perform his duties under this agreement,

then in that event the City agrees to pay MR. WILSON a lump sum cash payment equal to three months or, in the alternative, give MR. WILSON three months written notice of termination of employment. After the completion of two years of employment and during such time MR. WILSON is willing and able to perform his duties under this agreement, then in that event the City agrees to pay MR. WILSON a lump sum cash payment equal to to three months aggregate salary plus one month additional aggregate salary for each total year of employment beyond his initial two years of employment with the City, or, in the alternative, give three months written notice of termination of employment plus one month additional written notice for each total year of employment beyond his initial two years of employment with the City, but in no event shall the total aggregate salary paid upon termination exceed the sum of aggregate salary for six months, nor, in any event, shall more than six months written notice of termination be required. Provided, however, that in the event the employment of MR. WILSON with the City is terminated because of his conviction of any illegal act involving personal gain to him or a felony act, then, in those events, the City shall have no obligation to pay the aggregate severance sum designated in this paragraph, or give the required written notice.

B. In the event MR. WILSON voluntarily resigns his position with the City then MR. WILSON will give the City one month written notice in advance, unless the parties otherwise agree.

SECTION 5. DISABILITY.

If MR. WILSON is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued sick leave, or for twenty working days over a thirty working day period, the City shall have the option to terminate this agreement, subject to the severance pay or notice requirements of Section 4, paragraph A. However, MR. WILSON shall be compensated for any accrued sick leave, vacation, holidays, and other accrued benefits in accordance with the provisions of the Personnel Regulations of the City of Gig Harbor.

SECTION 6. SALARY.

The City agrees to pay MR. WILSON for his services rendered pursuant hereto an annual base salary of \$38,400, payable in installments at the same time as other employees of the City are paid.

In addition, the City agrees to increase said base salary and/or other benefits of MR. WILSON in such amounts and to such extent as the Mayor of the City may determine that it is desirable to do so on the basis of an annual salary review of MR. WILSON.

SECTION 7. PERFORMANCE EVALUATION.

A. The Mayor of the City shall review and evaluate the performance of MR. WILSON at least once annually in

advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Mayor of the City and MR. WILSON. Said criteria may be added to or deleted from as the Mayor of the City may from time to time determine, in consultation with MR. WILSON. Further, the Mayor of the City shall provide MR. WILSON with a summary written statement of the findings and provide adequate opportunity for MR. WILSON to discuss his evaluation with the Mayor of the City.

SECTION 8. HOURS OF WORK.

MR. WILSON shall be hired on a minimum forty (40) hour work week basis. MR. WILSON shall not be compensated for overtime work more than that sum established in Section 6; however, MR. WILSON may from time-to-time be provided with time off from normal work duties as compensation for working extended office hours and evening meetings.

SECTION 9. OUTSIDE ACTIVITIES.

MR. WILSON shall not spend more than 10 hours per week in teaching, counseling or other non-city connected business without the prior approval of the Mayor.

SECTION 10. VACATION, HOLIDAYS, AND SICK LEAVE.

A. As an inducement to MR. WILSON to become City Administrator, MR. WILSON shall be provided one (1) day

of vacation leave per month during the first year of employment with the City and, thereafter, shall be provided one and one-quarter (1¼) days of vacation leave per month of employment with the City. Upon termination of employment, the City shall compensate MR. WILSON for all accrued vacation leave.

B. As an inducement to MR. WILSON to become City Administrator, MR. WILSON shall be credited with twelve days of sick leave. After one year of employment, MR. WILSON shall be provided one (1) day of sick leave per month of employment with the City. MR. WILSON shall not accrue more than 180 days of sick leave. Upon termination of employment, the City shall compensate MR. WILSON for twenty-five percent (25%) of accrued sick leave.

C. The City shall provide MR. WILSON with and pay him for those holidays the City recognizes as paid holidays for all City employees.

SECTION 11. MEDICAL BENEFITS.

The City agrees to and shall put into force for MR. WILSON, his spouse, and dependent children, and make all required payments for medical, dental, vision, life, disability and other insurance policies, identical to those provided other City employees.

SECTION 12. RETIREMENT AND DEFERRED COMPENSATION.

The City shall not pay for MR. WILSON'S federal social security benefits. The City shall contribute an

Dmc 12/22/89
the ICMA Retirement program. ~~XXXXXX State Retirement XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ *RUB*
retirement benefit program selected by MR. WILSON and

~~approved by the City~~ *RUB* The City shall ~~not~~ withhold federal
income tax from MR. WILSON'S pay. The City shall execute the
necessary agreement allowing MR. WILSON to enroll in the
City's deferred compensation plan. The City agrees to
contribute an amount equal to ~~5.6%~~ *12/27/89 Dmc 6.43% XXXXX Dmc 1/30/86* of MR. WILSON'S monthly

RUB
Dmc 12/22/89 *7.65% XXXXX Dmc 1/30/86* salary and MR. WILSON agrees to contribute an amount equal
to ~~7.65%~~ *7.0%* of his monthly salary in the City's deferred com-
pensation plan. ~~Compliance by the City with the provisions~~ *RUB*
~~of this Section 12 is contingent upon the provisions, being~~
~~allowed by and being consistent with state and federal laws.~~
~~Prior to compliance with provisions of the Section 12 by the~~
~~City, MR. WILSON shall provide to the City the statutes~~
~~which create in the City the authority to comply with the~~
~~provisions of this section 12.~~

SECTION 13. DUES AND SUBSCRIPTIONS.

The City agrees to budget and to pay for the
professional dues and subscriptions of MR. WILSON necessary
for his full participation as a member of the Washington City
Management Association and International City Management
Association.

SECTION 14. PROFESSIONAL DEVELOPMENT.

The City hereby agrees to budget for and to pay the
travel and subsistence expenses of MR. WILSON for short

courses, institutes, seminars, professional and official travel, meetings and occasions adequate to continue the professional development of MR. WILSON and to adequately pursue necessary official and other functions for the City. Attendance shall be at the convenience of the City and only upon approval by the Mayor.

SECTION 15. INDEMNIFICATION.

The City shall bear the full cost of any fidelity or other bonds required of MR. WILSON under any law or ordinance and provide professional liability insurance to cover actions taken by MR. WILSON during the course and scope of his employment.

SECTION 16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The Mayor, in consultation with MR. WILSON, shall fix any such other terms and conditions of employment, as may be determined from time to time, relating to the performance of MR. WILSON provided such terms and conditions are not inconsistent with or in conflict with the provisions of this agreement or any law.

SECTION 17. NOTICES.

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid addressed as follows: