

MINUTES

SNOHOMISH DISTRICT BOARD OF HEALTH
Meeting of October 6, 1959
2 p.m.

Present

Members, Messrs. Culmback, McCollum and Wyatt. Also, Doctor Knipe, Mr. William Ingram, Mrs. Piscevich, Miss Kyle, Mr. Lefler, Mr. Stockton, Miss Platt, and Mrs. Rands.

Members absent: Messrs. Kraetz
Gebert
Johnson
Doctor Stocker

Cuorum

There being no quorum, Mr. Ingram advised that any business conducted at this meeting could be ratified by an appropriate resolution passed at the next regular meeting.

Temporary
Chairman

Moved by Mr. McCollum, seconded by Mr. Wyatt, that Mr. Culmback be nominated as Chairman for this meeting. Carried.

Auditing
Committee

Mr. Culmback thereupon appointed Messrs. McCollum and Wyatt as the Auditing Committee.

Auto Lease
Agreement

- (1) Signature: As ordered at the last meeting, the Secretary stated that a review of the contract with the County Prosecutor had been undertaken together with Board Attorney, Mr. Ingram. Mr. Ingram thereupon presented the amended Vehicle Lease Agreement which he stated had the verbal approval of the County Prosecuting Attorney, Mr. Zempel.

Moved by Mr. Wyatt, seconded by Mr. McCollum, that the Chairman of the Board of Health be authorized to sign the agreement on behalf of the Board and that the Secretary be instructed to attest thereto.

- (2) Transfer of Funds: As a result of erroneous action at the August meeting regarding transfer of funds, it was pointed out by Mr. Ingram that this being a "lease" agreement, it would be necessary to pay for same from the Maintenance and Operation account.

Moved by Mr. McCollum, seconded by Mr. Wyatt, that transfer of funds be authorized in the amount of \$2,175 from Capital Outlay, "9 New Plymouth Club Sedans, part-payment," to Maintenance and Operation, "Auto Maintenance." Carried.

Emander
Dump

Mr. Stockton requested information as to progress of negotiations between the County Commissioners and the Contractor. Mr. Wyatt stated that the matter had been referred to the County Prosecutor, and that the County Commissioners were awaiting his action.

Board of
Review -
Merit System

Mr. Culmback stated that the City's appointment to the Board of Review was Mr. Dolph Rae. Mr. Wyatt presented the name of Mr. Irvin Pitcher as the County's appointment.

Moved by Mr. Wyatt, seconded by Mr. McCollum, that Mr. Harry Kluege be nominated as the District Board of Health's nominee. There being no other nominations, Mr. Kluege was declared appointed.

Fees for
Water Samples

Health Officer requested authorization of a charge of \$2 to cover cost of materials for bacteriological analyses of private water samples on the clear understanding that this fee would not apply to public water supplies, or where a hazard to the public might exist.

Moved by Mr. Wyatt, seconded by Mr. McCollum, that a fee of \$2 for bacteriological analysis be authorized.

Wash. State
Public Health
Association
Conference

Health Officer reported that the Annual Conference of the Washington State Public Health Association would be held Sunday, Monday and Tuesday, November 1 - 2 - and -3, at Port Angeles, and wondered if one of the Board members would be able to attend. He was requested by the Acting Chairman to canvass members.

Moved by Mr. McCollum, seconded by Mr. Wyatt, that one member be authorized to attend the Annual Meeting at Board expense. Carried.

Attorney

Doctor Knipe requested clarification as to the extent to which he could request assistance of the Board of Health Attorney in possible prosecution of violators under the County Sanitary Code. Due to pressure of other business, the County Prosecutor had stated that he would be willing to have the Board Attorney, Mr. Ingram, act in these matters. The Acting Chairman, Mr. Culmback, stated that this should be an administrative decision. Other members agreed. Mr. Ingram thereupon stated that he would look into the matter with a view to working out a satisfactory arrangement with the Health Officer.

Cash
Register

Health Officer reported that a used manual cash register had been loaned to the Department by McCarrol Cash Register Company on a trial basis, with a view to possible purchase for less than \$200 in 1960. Doctor Knipe reported that this machine was saving considerable clerical time in that receipts could be validated on permits and other forms without the necessity of hand-writing a separate receipt.

Reports

- (1) Tuberculosis: Doctor Knipe gave a quick review of the tuberculosis problem in Snohomish County. In an attempt to make a comparison with cost of tuberculosis to the tax payer, and industry pay roll in the City of Everett, Doctor Knipe pointed out that 90% of 137 industries in the City have a pay roll of less than the annual Tuberculosis Budget.

Reports, (1), Tuberculosis, continued -

Cases reported for the first time, Snohomish County, are as follows:

1957	-	50
1958	-	167
1-1-59 to 9-30, 1959-	-	52

Of the 1959 cases, 29 were inactive, 23 active requiring hospitalization. Of the 23, diagnoses were as follows:

Primary	-	3
Minimal	-	6
Moderately Advanced	-	8
Far Advanced	-	4
Genito Urinary	-	2

Age distribution was as follows:

0 - 9 years	-	2
10 - 19	-	2
20 - 29	-	4
30 - 39	-	8
40 - 49	-	7
50 - 59	-	14
60 and over	-	15

In other words, only half of the reported active 1959 cases were in the early stages and more than half were in persons over 50 years of age. This presented a problem in Tuberculosis Control. The high reported incidence in TB in 1958 (167 cases) was due in large part to the Mobile Unit Chest X-Ray Survey findings (105 cases). Of the 167, 37 were active - 5 primary - 13 minimal - 13 moderately advanced - and 6 far advanced.

Doctor Knipe reported that Doctor Ebert, Assistant Health Officer, was presently doing an intensified survey of individual case records with a view to solving the unanswered problems as to delinquency in clinic attendance, screening of contacts, sputum studies, drug status, and overall public health supervision of known cases.

Doctor Knipe paid tribute to the Snohomish-Island County Tuberculosis Association.

- (2) Bacteriologist: Mr. Jordan Lefler presented a report on the activities of the Health District Laboratory for the year to 9-1-59, in summary as follows:

Water Samples	-	1,675
Water Tests	-	2,664
Milk Samples	-	301
Milk tests re samples-	-	659
Swab Tests	-	21
Venereal Disease	-	9
Food Examination	-	6
Miscellaneous	-	3

Reports, (2), Bacteriologist, continued -

After discussion, Mr. Culmbach complimented Mr. Lefler for the excellence of his performance.

(3) Financial: As appended.

Approval
of
Accounts

Moved by Mr. Wyatt, seconded by Mr. McCollum, that accounts as presented be approved for payment, as follows:

Salaries for October, 1959	-	\$13,048.50
Maintenance & Operation	-	4,258.81

Adjournment Meeting adjourned at 3:30 p.m.

Chairman

10-15-59: Two copies Board of Health Minutes of Meeting 10-6-59, and two copies (reproductions) Vehicle Lease Agreement covering 9 Plymouth Club Sedans, delivered to County Auditor's Office:

Received by Olga Nelson

VEHICLE LEASE AGREEMENT

This agreement made and entered into this day by and between WALSH PLATT MOTORS, hereinafter called the Lessor, and SNOHOMISH HEALTH DISTRICT, a municipal corporation, hereinafter called the Lessee, WITNESSETH:

WHEREAS, the lessor is the owner of the following described motor vehicles, to wit:

<u>New or Used</u>	<u>Make and Description of Equipment</u>	<u>Serial No.</u>
New	1959 Plymouth Savoy 2-Dr. Sedan	M134106873
New	1959 Plymouth Savoy 2-Dr. Sedan	M134106872
New	1959 Plymouth Savoy 2-Dr. Sedan	M134106878
New	1959 Plymouth Savoy 2-Dr. Sedan	M134106881
New	1959 Plymouth Savoy 2-Dr. Sedan	M134106882
New	1959 Plymouth Savoy 2-Dr. Sedan	M134106869
New	1959 Plymouth Savoy 2-Dr. Sedan	M134106875
New	1959 Plymouth Savoy 2-Dr. Sedan	M134106866
New	1959 Plymouth Savoy 2-Dr. Sedan	M134106876

WHEREAS, the lessee desires to rent a set of vehicles, now, therefore;

In consideration of the premises, the lessor agrees to lease and the lessee agrees to hire and take from the lessor thereof, the above-described motor vehicles upon the following terms and conditions, and in consideration of said lease and of said hiring, it is agreed as follows, to wit:

1. **TERM:** That the term of this lease shall be from the 28th of August, 1959 to the 31st day of December, 1959; provided, that, the lessee shall have the option and is hereby granted the option to renew said lease, thereafter, from year to year, and month to month, as hereinafter set forth; **SUBJECT TO**, the rights hereinafter granted the lessee in the event of renewal.
2. **RENTAL:** That the rental for the use of said vehicles to be paid by the lessee to the lessor shall be payable in monthly instalments as follows, to wit:

\$531.07 on the 20th day of September, 1959,
and the sum of \$531.07 on the 20th day of
each month thereafter during the term hereof.

3. RENEWAL: That the lessee shall have the right and option to renew this lease for one year in January, 1960, for the calendar year 1960, and it is agreed that the lessee may renew the lease by making a payment of \$531.07 on or about the 20th day of January, 1960, and the terms of said lease for the new term shall be the same as herein set forth, and the rental shall be the sum of \$531.07 payable on the 20th day of each month during such term; provided, further, that the lessee shall have the additional right and option to renew this lease for an additional year in January, 1961, for the calendar year 1961, and it is agreed that the lessee may renew the lease by making a payment of \$531.07 on or about January 20, 1961, and the terms of said lease for the new term shall be the same as herein set forth, and the rental shall be the sum of \$531.07 payable on the 20th day of each month during such term; provided, further, that the lessee shall have the additional right and option to renew this lease for an additional term from January 1, 1962 to August 20, 1962, and it is agreed that the lessee may renew the lease for such additional term by making a payment of \$531.07 on or about the 20th day of January, 1962, and the terms of said lease for the new term shall be the same as herein set forth subject to the right granted to the lessee and the rental shall be the sum of \$531.07 payable on the 20th day of each month during such term including August 20, 1962; provided further, that in the event lessee renews the lease for the successive terms herein above provided for and pays all of the rental falling due during such successive terms, then lessor agrees that lessee shall have the election to either surrender said vehicles to the lessor upon expiration of the fourth term herein provided, or to demand legal title to said vehicles from the lessor. In the event lessee elects to demand title to said vehicles then the lessor agrees to deliver titles to said vehicles free from any encumbrances to the lessee upon receiving notice of such election and lessee shall thereafter be entitled to keep possession of said vehicles. Lessee shall have no right to elect to keep the said vehicles and demand title thereto until the fourth term of said lease and until the rental payment falling due on the 20th day of August, 1962, has been paid. Upon receipt of notice of such election to take title to said vehicles lessor agrees to deliver to said lessee the Registration Certificates and Certificates of Title to said vehicles on the forms provided therefor by the Washington State Department of Licenses, and lessor shall obtain the release of any and all lien holders before the transfer of such titles and registration certificates. Nothing herein contained shall obligate the lessee to elect to keep possession of said vehicles and take title thereto upon payment of the eighth instalment in the fourth term.

4. MANNER AND METHOD
OF RENEWAL:

In the event lessee desires to renew this lease for the successive terms as herein set forth, it is contemplated between the parties that said renewal shall be manifested by payment of the rental herein provided in January of 1960, 1961 and 1962; it is understood that lessee is a municipal corporation and in the event payment of the rental as herein provided cannot be made promptly by lessee to lessor on the 20th day of January, that lessee shall nevertheless have the right to renew such lease for the successive terms by giving lessor written notice of intention to do so on or before the 20th of January, 1962, and making the payment of rental herein provided for within a reasonable time from the 20th of January, 1962.

5. LESSEE OBLIGATION
TO RENEW:

Nothing herein contained shall obligate the lessee to renew the lease for the successive terms herein above provided for, and in the event lessee does not renew the lease for such successive terms, lessee shall surrender possession of said described vehicles to lessor; PROVIDED, FURTHER, that lessee shall have the right to cancel this lease for any reason whatsoever, and shall be entitled to refund of any rental paid in advance from date of cancellation, and in the event of cancellation, shall be relieved of further obligation to pay rent thereafter.

6. In the event of loss or destruction of said property, the lessee shall be released from obligation to pay rent to the lessor for the term of the lease as herein provided and the lessor shall be entitled to all insurance proceeds covering such loss; that the lessee shall keep said property free from all liens, taxes, and encumbrances, shall not use same or permit it to be used illegally, improperly, or for hire or in any race or speed contest, shall not remove same from the State of Washington without lessor's written permission, shall not transfer any interest in this lease or in said property, shall not make any material change in the property without lessor's written consent.

7. Lessee agrees to keep and maintain the property at all times, in good order and repair and working condition, and, at its own expense to make all necessary repairs, renewals and replacements. Lessee agrees, upon the cancellation or termination of this lease, to deliver said property, together with all additions, equipment and accessories thereto, to lessor at its place of business, in good order and repair, usual wear and tear excepted. Lessor shall have the right, at all reasonable times, to inspect the leased property.

8. Time and each of its terms, covenants and conditions are hereby declared to be of the essence of this lease. It is agreed that any extension of

8., continued -

the time of any payment, or the acceptance of a part thereof, or the failure of the lessor to promptly enforce any other breach of this lease by the lessee, shall not be construed as a waiver on the part of the lessor of the strict performance of all the conditions herein contained, and the lessor may, nevertheless, without notice, enforce forfeiture and termination thereof, any and all other remedies hereunder as herein, or by law, provided, upon any breach by the lessee of any of the conditions herein contained to be performed by lessee.

9. Should the lessee fail or neglect to comply with any term or condition of this lease, or should the lessee become financially involved, or in case of any unusual or unreasonable depreciation in the value thereof, the lessor at his option, and without notice to the lessee, may declare all of the lessee's rights under this lease terminated, and without demand first made, and with or without legal process, immediately take possession of said property, together with all additions, equipment and accessories thereto, wherever the same may be found, using all necessary force so to do and hold the same, together with title thereto, and the lessee waives all claims for damages due to, or arising from, or connected with any such taking. Should the lessor take possession of such property, all the rights of the lessee to said property, and rights of the lessee under this lease, shall immediately terminate, and all payments theretofore made hereunder shall belong absolutely to the lessor, and all the lessee's obligations hereunder, except damage to said property, shall immediately terminate also.
10. The lessor may assign this lease, and any such assignment shall vest in the assignee of the lessor all of the rights hereby reserved and granted to the lessor, together with title to said property, and in such event wherever the word "lessor" is used herein, it shall be taken to mean "his assigns", and all payments required to be made hereunder by the lessee shall be paid in full to such assignee, without recoupment, set-off, or counter-claim of any sort whatsoever, and the lessee shall be estopped to deny as to such assignee any of the statements contained in this lease. It is further understood and agreed that this lease contains a complete agreement between the parties hereto; that all negotiations on behalf of lessor have been carried on by an agent of lessor; that no representations or warranties, expressed or implied, have been made except those which are set forth in this agreement; that the lessee hereby waives any and all claim against lessor growing out of any representation or warranty not specifically set forth herein; that lessee has made an independent investigation of the property and has relied solely upon his own investigation with reference thereto in entering into this lease, and has placed no reliance nor acted upon any representations or warranties upon the part of lessor or lessor's agent not specifically set forth herein.
11. It is understood and agreed that there is no representation or warranty that the "year model" of said property, if stated, correctly states the year in which said property was manufactured but is merely used for convenience in describing it.

12. This lease is executed in quadruplicate, of which concurrently with the execution thereof, three (3) copies are delivered to the lessor, and one (1) copy is delivered to the lessee and the receipt of a copy of this lease is hereby acknowledged by the lessee. This lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto subject however, to the above restriction against assignment by the lessee. If for any reason any clause or provision of this agreement should be held invalid, then the remaining clauses and provisions thereof shall be and remain in full force and effect nevertheless. Wherever in this agreement the singular is used, it shall be deemed to include the plural and the masculine gender shall be deemed to include the feminine and neuter.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 6th day of ~~SEPTEMBER~~ October, 1959, at Everett, Washington.

WALSH-PLATT MOTORS:

By [Signature]
Lessor (Partner)

SNOHOMISH HEALTH DISTRICT:

By [Signature]
Lessee (Chairman, District Board of Health)
[Signature]
Executive Secretary
Snohomish District Board of Health

Address: 3011 Rockefeller Avenue
Everett, Washington

ASSIGNMENT AND GUARANTY

For valuable consideration, the undersigned does hereby assign, transfer, and set over unto The First National Bank of Everett the within described lease and the property therein described and all monies due or to become due thereunder. The undersigned further hereby guarantees the payment of all monies due or to become due under the terms of said lease and further guarantees the prompt and faithful performance of each and every covenant thereof by lessee. In the event of default by the lessee, the undersigned, upon demand, hereby agrees to pay the bank the entire balance of rentals, accrued and unaccrued, with the accrued interest, and all other charges incurred by bank, if the undersigned defaults, may proceed against lessee without waiving or impairing its rights against the undersigned. The undersigned consents to the extension of time of payment and changes of the terms of said lease by the assignee and waives presentment, demand and notice of non-payment and agrees that the guarantee obligations hereunder are enforceable even though assignee's right to enforce said lease or any portion thereof be suspended or impaired or impossible. The terms of this agreement shall inure to the benefit of said bank, its successors and assigns, and upon the heirs, executors, administrators, successors and assigns of the undersigned. The undersigned agrees to pay reasonable attorneys fees in the event suit is brought to enforce the undersigned's obligation hereunder.

WALSH-PLATT MOTORS
(Lessor)

By _____ (Partner)

SNOHOMISH HEALTH DISTRICT

REVENUES - 1959

Income Deposited for the Months of August
and September

SOURCE OF INCOME	Annual Estimate	August Income	September Income	TOTAL TO DATE
County .4 Mill Tax Levy	\$ 55,445.00	\$ 449.25	\$ 381.52	\$ 37,574.86
County of Snohomish	15,350.00	-	-	15,350.00
City of Everett	35,000.00	-	-	17,500.00
Scounty School Districts	37,432.00	311.62	3,225.62	30,663.46
Refuse Disposal Contract	4,000.00	-	-	-0-
Sep. Tank Perm.& Certfcns.	9,000.00	1,340.00	1,070.00	11,645.00
Septic Tank Installers	1,600.00	-	-	1,725.00
Septic Tank Pumpers	300.00	25.00	25.00	850.00
Establishment Licenses	5,500.00	194.00	144.00	5,865.20
Food & Bev. Wkr. Permits	5,000.00	172.00	144.00	2,840.00
Nursing & Board.H. Lic.	1,000.00	51.00	-	1,253.00
Miscellaneous	1,300.00	117.50	147.01	1,691.62
State Reimbursement	34,442.00	365.00	2,855.64	19,684.88
Indian Service	2,400.00	-	-	1,200.00
Tuberculosis Funds	<u>31,548.00</u>	<u>2,627.50</u>	<u>2,627.50</u>	<u>21,020.00</u>
TOTALS	\$239,317.00	<u>\$14,402.87</u>	<u>\$10,620.29</u>	<u>\$169,007.02</u>
Revenues to date (As of 9/30/9)	<u>-169,007.02</u>			
Balance Expected	<u>\$ 70,309.88</u>			

SNOHOMISH HEALTH DISTRICT
Budget Balance as of September 8, 1959

BUDGET ITEM (*as amended)	Annual Budget	July Expend. (Approved 8-11-59)	Aug. Expend. (Approved 9-8-59)	Budget Balance
SALARIES	\$178,140.00	\$19,625.00	\$12,221.20	\$66,786.30
*CAPITAL OUTLAY	4,305.00	-0-	-0-	2,207.92
*MAINTENANCE & OPERATION:	<u>53,872.00</u>	<u>4,422.37</u>	<u>3,223.40</u>	<u>21,299.35</u>
	<u>\$236,317.00</u>	<u>\$24,047.37</u>	<u>\$15,444.60</u>	<u>\$90,293.57</u>
Pediatrician	\$ 4,800.00	\$ 435.00	\$ -0-	\$ 2,000.00
Asst. Health Officer	4,032.00	336.00	336.00	1,344.00
Prof. Fees & Serv.	500.00	83.00	-0-	402.00
Postage & Tel.	3,074.00	177.95	295.95	1,214.45
Records & Supplies	3,225.00	166.82	148.35	672.18
Transportation & Exp	11,000.00	836.24	739.26	3,340.38
*Auto Maintenance	2,260.00	1,125.57	23.67	1,362.06
Clinic & Lab Exp.	4,795.00	393.71	685.30	2,203.58
X-Ray Sup. & Exp.	2,500.00	112.52	11.44	1,227.83
Expense Equipment	400.00	27.04	33.15	165.90
Insurance	1,400.00	-	-	- 39.97
State Ret.& Soc.Sec.	13,786.00	1,577.52	950.28	5,603.94
Registrars' Fees	500.00	151.00	-	213.00
Emander Dump Contr.	1,000.00	-	-	1,000.00
Transfers	600.00	-	-	600.00
(Estab.Petty Cash)	<u> </u>	<u> </u>	<u> </u>	<u>-10.00</u>
	<u>\$ 53,872.00</u>	<u>\$ 5,422.37</u>	<u>\$ 3,223.40</u>	<u>\$21,299.35</u>

CASH BALANCE AS OF 9-30-59:

Total receipts deposited as of 9-30-59	\$169,007.02
Total expenditures as of 9-8-59	- 146,023.43
September salaries & Employer Social Security	- <u>12,991.28</u>
Cash Balance	<u>\$ 9,992.31</u>

NOTICE OF MEETING AND AGENDA

Snohomish District Board of Health
October 6, 1959
2 p.m.

1. Call to order
2. Minutes of last meeting
3. Auditing Committee
4. Old Business -
 - (a) Auto Lease Agreement: (i) Signature
(ii) Transfer of funds
 - (b) Emander Dump Contractor
 - (c) Board of Review
5. New Business -
 - (a) Fees for Water Samples
 - (b) Other
6. Reports -
 - (a) Doctor Knipe
 - (b) Mr. Jordan Lefler, Bacteriologist
 - (c) Financial
7. Adjournment

Roger Knipe, M.D.
Executive Secretary