



ABERDEEN CITY COUNCIL

November 23, 2015

COUNCIL MEETING AGENDA

7:15 p.m. Third Floor, City Hall

COMMITTEE OF THE WHOLE

- A. Guest Speakers
- B. Additions to Agenda
- C. Department Heads
 - 1. Kyle Scott will be recognizing Rick Eaton for winning the PNWCA Clean Water Operator of the Year for Western Washington.
 - 2. Presentation recognizing the Vaughan Company for donation of water pump for fire suppression.
- D. Mayor's Report
- E. Non-Standing Committee Reports

COUNCIL MEETING

- I. ROLL CALL
- II. FLAG SALUTE
- III. APPROVAL OF MINUTES
- IV. PUBLIC COMMENT Re: Agenda Items (Please limit your comments to 3 minutes)
- V. FINANCE COMMITTEE
 - A. Committee Chair Report
 - B. Approval of expenditures
 - 1. Recommend approval of expenditures and payroll.
 - C. Reports & Communications
 - 1. Report from Finance and Corporation Counsel requesting the city accept Code Publishing Company's proposal to host the Aberdeen Municipal Code at the standard level.
 - 2. Report from Finance and Corporation Counsel recommending that the city council accept the October 27, 2015 proposal by Harbor Defense LLC to provide indigent defense services for Aberdeen Municipal Court in 2016.
 - 3. Report from Finance and Community Development Department recommending that the City Council accept the recommendations of the Lodging Tax Advisory Committee and authorize the Mayor to enter into individual contracts with the various organizations for the disbursement of the 2016 Lodging Tax Funds.
 - D. Resolutions
 - 1. Resolution making a declaration of substantial need for purposes of setting the limit factor for the property tax levy for 2016

E. Ordinances

1. Third reading of Bill No. 15-11 suspending the levy of the admissions tax for a period of three years, adding a new section 3.72.035 to the AMC, and amending Ordinance No. 5862.
2. Third reading of Bill No. 15-12 providing for the levy in 2015 upon all taxable property within the City of Aberdeen for 2016 for all municipal purposes authorized by law and fixing the amount thereof.
3. Second reading and date of public hearing of Bill No. 15-14 adopting the 2016 Annual Budget for the City of Aberdeen, Grays Harbor County, State of Washington.
4. First reading of Bill No. 15-17 adopting the 2015 Supplemental Budget.

VI. PUBLIC WORKS

A. Committee Chair Report

B. Reports & Communications

1. Report from Public Works and Public Works Director recommending that the Mayor be authorized to execute the agreement accepting the donation of the Vaughan pump for fire suppression.

C. Ordinances

1. Second reading and date of public hearing of Bill No. 15-15 relating to collection fees of solid waste and recyclable materials.
2. Second reading and date of public hearing of Bill No. 15-16 relating to rates and charges for sanitary sewer services.

VII. PUBLIC SAFETY

A. Committee Chair Report

B. Reports & Communications

1. Report from Public Safety and Fire Chief recommending that the Fire Chief be authorized to sign the Clinical Affiliation Agreement between Tacoma Community College and the City of Aberdeen.

C. Ordinances

VIII. SPECIAL AGENDA ITEMS

A. Reports & Communications

1. Report from Personnel and the Human Resources Director recommending revisions to policy 3.00 Equal Employment Opportunity/Nondiscrimination.
2. Report from Personnel and the Human Resources Director recommending revisions to the following policies: 1.50 Definitions, 3.80 Overtime, 4:30 Promotions – General Procedures, 5:20 Access to Employee Files.

B. Resolutions

1. Resolution authorizing execution of an interlocal agreement with the city of Hoquiam for joint development of a master plan addressing flooding issues incorporating the watersheds of the Chehalis, Wishkah, and Hoquiam Rivers and the Grays Harbor Estuary.

C. Ordinances

1. Second reading and date of public hearing of Bill No. 15-13 adopting uniform rules for administrative and quasi-judicial hearings and adding a new Chapter 2.18 to the AMC.

D. Appointments

1. Confirmation of Library Board appointments.

IX. CITY COUNCIL COMMENT PERIOD

X. PUBLIC COMMENT PERIOD (Please limit your comments to 3 minutes)

XI. EXECUTIVE SESSION

The City of Aberdeen does not discriminate against or exclude anyone from participation in public meetings. Requests for assistance should be made by contacting the Finance Department at 360-537-3236, 48 hours in advance of the meeting. Thank you.

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mayor: Bill Simpson

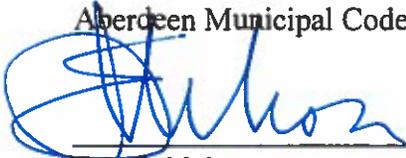
**The Members of Your
Committee on:** Finance and the Corporation Counsel

To whom was Referred: **Proposal to update and maintain the city code on
the internet (linked to the city's website)**

Reports and Recommends as Follows: the Aberdeen Municipal Code is maintained in-house using a 1998 software program that is no longer supported by a publisher. The program is out-of-date and error prone. Training on the program is unavailable and the loss of staff trained to operate the program has delayed updates to the city code.

Code Publishing Company, of Seattle, Washington, is the leading municipal code service in the state and provides code services to over 450 cities (including Hoquiam, Cosmopolis, Montesano, & Elma). They have made a proposal to convert and create on-line access to Aberdeen's code for a fee of \$350 a year and to provide on-line updates (editorial services) for \$19.95 per page. Standard features included in the annual fee allow users to print/save code selections (RTF, PDF, Kindle, iPad, HTML, or text); bookmark and share (via email, Facebook, Twitter, etc.); locate code sections by ordinance; and links to cross-references (other city code sections, state code citations, and uncodified ordinances). Optional features include upgrades to browsing, ordinance tracking, and customized formatting.

It is recommended that the city accept Code Publishing Company's proposal to host the Aberdeen Municipal Code at the standard level.



Eric S. Nelson
Corporation Counsel

Council member

Council member

Reported _____, 2015

Council member

Adopted _____, 2015

Council member

FINANCE COMMITTEE REPORT
Re: Code Publishing Company proposal

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mr. Mayor: Bill Simpson

**The Members of Your
Committee on:** Finance and the Corporation Counsel

To whom was Referred: 2016 Indigent Defense Contract for Municipal Court

Reports and Recommends as Follows: The city's contract for indigent defense was re-negotiated in 2014 to comply with the state Supreme Court's indigent defense case load standards. The new contract with Harbor Defense LLC was for 600 "case weighted" appointments in 2015 for \$200,000 and required, at a minimum, two full-time public defenders with a local office, support staff, a case management system capable of preparing detailed reports for independent audits, and a complaint resolution process. Harbor Defense has done a good job of implementing the new contract requirements but the limit of 600 "case weighted" assignments will be exceeded in 2015.

Harbor Defense LLC has proposed a one-year extension of the contract, without a price increase, but with an amendment for additional payment of \$250 for each case (\$333 if "case weighted") over 600. The per case charge for excess cases is consistent with the base rate and the rate being paid by Grays Harbor County for indigent defense.

It is recommended that the city council accept the October 27, 2015 proposal by Harbor Defense LLC to provide indigent defense services for Aberdeen Municipal Court in 2016.

Eric S. Nelson
Corporation Counsel

Council member

Council member

Reported _____, 2015

Council member

Adopted _____, 2015

Council member

HARBOR DEFENSE LLC

100 South I Street #206
Aberdeen, Washington 98520
360-532-9633 Fax 360-532-9804

Attorneys:
John Eric Gibson
Michael Nagle

Intern:
Britney Stephens

Office Manager:
Morgan Fuller

Public Defenders for:

Aberdeen

RECEIVED

OCT 30 2015

CORPORATE COUNSEL

October 27, 2015

Eric Nelson, City Attorney
City of Aberdeen
200 E Market Street
Aberdeen, WA 98520-5242

Dear Eric:

This is our proposal to continue to provide public defense services to the City of Aberdeen Municipal Court. We have provided these services to the City for the last eight years.

2015 was the first year operating under the new caseload limits for public defenders set by the State Supreme Court, and it has been a learning experience for all of us. Our contract essentially assumes two FTEs devoted to Aberdeen Municipal Court- either 600 total cases if weighted for seriousness or 800 raw cases (\$250 per raw case). We implemented the DefenderData case tracking and management system to allow us to apply the weighting rules and track the actual amount of work going into the contract.

We have also hired Britney Stephens, who is a law school graduate with a limited license to practice in municipal courts until she passes the Bar Exams. We expect that she will be fully licensed next spring. Having her on board allows the fully licensed attorneys to practice in other courts while keeping our Aberdeen contract fully staffed. It also allows us to have a defender present at arraignments so that cases can be resolved at the first court appearance when appropriate.

As we have discussed, we theoretically hit the 600 case limit about the beginning of October. We are taking a hard look at whether the case weighting standards reflect the actual amount of work we put into a given type of case. We also believe that the numbers are somewhat overstated due to discrepancies in how cases were put into the system in the first few months we implemented it. Even so, it's clear that we have not seen the volume decreases we expected when we entered into this contract a year ago.

We have the capacity to absorb the additional work, but we can't go beyond the per-attorney caseload limit without risking serious trouble with the Supreme Court and/or Bar Association. I don't have to remind you that

problems like that put the City at risk right alongside us, as other cities the size of Aberdeen have experienced.

Our proposal is to continue the contract at the current rate, realizing that Aberdeen's finances are projected to weaken over the next few years. Further, we would propose to charge the City at the same rate (\$250 raw/\$333 weighted) for cases over the existing 600/800 limit. That allows us to staff up as needed to cover those cases without risking leaving the City in the lurch.

We really enjoy working for the City, and believe we have made a number of improvements over the last year to deliver better service to the City and its citizens. We look forward to continuing the relationship.

Yours truly,



Michael Nagle, Managing Partner
Harbor Defense LLC

HONORABLE MAYOR: **Bill Simpson**

THE MEMBERS OF
YOUR COMMITTEE ON: **Finance**

TO WHOM WAS REFERRED: **Community Development Department**

RE: **2016 Lodging Tax Funding Requests**

REPORT AND RECOMMEND AS FOLLOWS:

The Lodging tax Advisory Committee met on Monday, November 16, 2015 to discuss lodging tax applications for the 2016 year. The City has projected and budgeted \$60,000 in revenue and \$60,000 in expenses for the 2016 year.

The 2016 funding requests came in at \$40,000 more than was budgeted for community projects. Because the requested amounts came in higher than normal, the committee agreed to remove SPLASH from the consideration for funds, leaving only a \$20,000 shortfall. After strenuous deliberations, the Committee was unanimous in their recommendation to approve funding for the following applicants: Greater Grays Harbor Inc., \$20,000; Washington State Power Lifting Association, \$5,000; ARM, \$6,000; Our Aberdeen/Arts Promotion, \$7,000; Event Guru's, \$4,000; Creative Art Foundation, \$5,000, Midnight Cruizers, \$3,000; and City of Aberdeen/ABC, \$10,000, for a total of \$60,000.

Therefore, it is recommended that the City Council accept the recommendations of the Lodging Tax Advisory Committee and authorize the Mayor to enter into individual contracts with the above organizations for the disbursement of the 2016 Lodging Tax Funds.

Lisa Scott, Director
Community Development

Finance Chair

Finance Vice Chair

Reported November 23, 2016

Council member

Reported November 23, 2016

Council member



LODGING TAX ADVISORY COMMITTEE NOVEMBER 16, 2014 MEETING MINUTES

BOARD MEMBERS PRESENT:

Tim Alstrom, Chair	Aberdeen City Council /Finance Chair
Dru Garson	Greater Grays Harbor
Sylvia Dickerson	Our Aberdeen
Cindy Lonn	A Harborview Bed and Breakfast

BOARD MEMBERS ABSENT:

Angel Housden	Aberdeen Hotel
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VISITORS PRESENT:

Mike Dickerson	Our Aberdeen
Stacie Barnum	City of Aberdeen, SPLASH, ABC
Bill Jenkins	Midnight Cruizers
Troy Richart	ARM-Creative Arts Foundation
Lisa Scott	Secretary to the Lodging Tax Advisory Committee, ARM

Chair Tim Alstrom called the meeting to order at 11:30 a.m.

Chairman Alstrom welcomed everyone in attendance and asked that everyone present introduced themselves.

Chairman Alstrom asked those present to give a brief presentation on their requests.

There were various discussions by the group regarding the events and projects proposed by, Greater Grays Harbor, Powerlifting Assoc., ARM, Our Aberdeen Arts Promotion, Event Guru's, Midnight Cruizers Car Show, ABC and the City of Aberdeen. It was decided that the request by the City of Aberdeen for the SPLASH Festival be removed from consideration for 2016's funds. Dru mentioned a ranking system that the County uses for its LTAC meetings and how much easier it was to rank projects using this form. Dru gave a copy of the ranking sheet to the City for their perusal for future consideration.

There was committee discussion, questions and deliberations. The Committee recommended the following amounts for the 2016 funds: Greater Grays Harbor Inc., \$20,000; Washington State Power Lifting Assoc., \$5,000; Aberdeen Revitalization Movement, \$6,000; Our Aberdeen Art Promotion Committee, \$7,000; Founders Day Parade, \$4,000, ARM/Creative Art Foundation/Cobain Days, \$5,000; Midnight Cruizers Car Show, \$3,000 and the City of Aberdeen/ABC, \$10,000. The total recommended for funding was \$60,000.

Staff reported that the Committee's recommendations will be presented to the Aberdeen City Council at the November 23, 2015 Council Meeting.

Meeting was adjourned.



RESOLUTION No. 2015 - _____

A RESOLUTION MAKING A DECLARATION OF SUBSTANTIAL NEED FOR PURPOSES OF SETTING THE LIMIT FACTOR FOR THE PROPERTY TAX LEVY FOR 2016.

WHEREAS, the limit factor for annual property tax levies under RCW 84.55.010 is the lesser of 101% or 100% plus inflation of the highest levy of the most recent three years;

WHEREAS, inflation for tax purposes is a .251% so the limit factor for 2015 is less than 1%, meaning the taxes levied in the city of Aberdeen in 2015 for collection in 2016 will decrease except for amounts resulting from new construction, improvements to property, and any increase in the value of state-assessed utility property;

WHEREAS, the cost of goods and services purchased by the city have risen at a higher rate than the "implicit price deflator for personal consumption" used to set the limit factor;

WHEREAS, general fund revenues for the city of Aberdeen have decreased by over two percent in 2015 and are anticipated to decrease by another three percent in 2016;

WHEREAS, reductions through attrition, labor concessions, program cuts, and deferred maintenance are not sufficient to preserve essential services and programs;

WHEREAS, RCW 84.55.0101 provides for use of a limit factor of 101% with a finding of substantial need by a majority plus one councilmembers; **NOW, THEREFORE**,

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN: a finding is made of substantial need under RCW 84.55.0101 and a limit factor of 101 percent is authorized for the city of Aberdeen property tax levy for 2016.

PASSED and APPROVED on _____ 2015.

Bill Simpson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING THE LEVY OF THE ADMISSIONS TAX FOR A PERIOD OF THREE YEARS, ADDING A NEW SECTION 3.72.035 TO THE ABERDEEN MUNICIPAL CODE, AND AMENDING ORDINANCE 5862.

WHEREAS, the city council has determined that the admissions tax should be temporarily suspended for a period of three years and then automatically reinstated without further action by the city council; **NOW, THEREFORE**,

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:

SECTION 1. NEW CODE SECTION ADOPTED. The following Section 3.72.035 is hereby added to the Aberdeen Municipal Code:

AMC 3.72.035 Admissions tax suspended. The admissions tax levied in AMC 3.72.035 shall be suspended for the time period beginning January 1, 2016, and ending on December 31, 2018. No admissions tax imposed under AMC 3.72.035 shall be levied during the period of suspension. The levy of the admissions tax shall resume on January 1, 2019.

SECTION 2. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and APPROVED this ____ day of _____, 2015.

ATTESTED:

Bill Simpson, Mayor

Kathryn Skolrood, Finance Director

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE LEVY IN 2015 UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF ABERDEEN FOR 2016 FOR ALL MUNICIPAL PURPOSES AUTHORIZED BY LAW AND FIXING THE AMOUNT THEREOF PURSUANT TO RCW 84.55.120.

WHEREAS, on October 28, 2015, after notice as required by law, the city council held a public hearing on revenue sources for the city's following year's current expense budget, including consideration of possible increases in property tax revenues;

WHEREAS, the city's annual levy amount from 2015 was \$2,840,388;

WHEREAS, the population of the city is more than 10,000;

WHEREAS, the city's assessed valuation for 2016 taxes of all taxable real and personal property for regular levy purposes within the city of Aberdeen is estimated to be \$ 898,738,864 and for special levy purposes \$ 888,592,550; **NOW, THEREFORE**,

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:

1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2016 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$28,404 which is a percentage increase of one (1%) from the previous year. This increase is exclusive of the special levy for collection in 2016 in the amount of \$ 59,000 for the 2002 Fire/Refunding Bonds previously approved by the citizens of Aberdeen; and additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

2. This Ordinance and the levies herein provided for shall be certified by the Finance Director of the City of Aberdeen to the proper officers of Grays Harbor County as provided by law.

PASSED and APPROVED this 23rd day of November, 2015.

ATTESTED:

Bill Simpson, Mayor

Kathryn Skolrood, Finance Director

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGET FOR THE CITY OF ABERDEEN, GRAYS HARBOR COUNTY, STATE OF WASHINGTON.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:

SECTION 1. BUDGET ADOPTED. The preliminary budget, incorporated herein by reference, is hereby adopted as the budget of the City of Aberdeen for the year 2016 with the following appropriations:

Fund / Dept. #	General Fund	Budget Amount
01	Legislative	\$ 74,750
02	Executive	16,047
03	Judicial	541,377
05	General Government	8,300,593
06	Finance	415,505
16	Legal	281,878
18	Human Resources	106,110
19	Facilities	86,970
21	Engineering	324,525
23	Community Development (& Building)	383,854
45	Police	5,012,355
46	Care/Custody of Prisoners	428,963
48	Fire	1,801,839
49	911 Call Center	166,700
	Total General Fund	\$ 17,941,466

Fund / Dept. #	Special Revenue Funds	Budget Amount
101	Library	\$ 68,500
102	Parks	964,050
103	Street	1,900,500
105	Arterial Street	336,500
106	Paths & Trails	9,400
107	Morrison Riverfront Park	55,550
112	Insurance Reserve	1,251,000
120	Emergency Medical Services	3,417,816
121	Animal control	125,556
122	Parking Enforcement	74,058
123	Canine Fund	17,000
125	Museum	28,000
128	Community Center	153,750
132	Recreational Sports Programs	249,100
145	Drug Task Force	376,555
	Total Special Revenue Funds	\$ 9,027,335
Debt Service Funds		
206	2000 Fire Truck Bond Redemption	103,000
	Total Debt Service Funds	\$ 103,000
Capital Project Funds		
301	Community Devel. Block Grant	\$ 3,700,000
302	Urban Devel. Action Grant	285,950
303	Hotel/Motel	120,200
305	Dept. of Justice Grants	112,546
318	Abatement	323,830
320	Public Buildings	150,000
350	Utility Construction	100,000
399	Capital Improvements	75,000
	Total Capital Project Funds	\$ 4,867,526

Fund / Dept. #	Enterprise Funds	Budget Amount
401	Garbage Utility	\$ 247,850
403	Sewer Utility	4,681,700
404	Water Utility	3,989,500
405	Storm Water Utility	535,200
407	Industrial Water System	1,283,000
413	Sewer Cumulative Reserve	268,000
414	Water Cumulative Reserve	1,445,000
417	Industrial Water Reserve	956,000
	Total Enterprise Funds	\$ 13,406,250
	Internal Service Funds	
501	Equipment Rental	\$ 358,500
502	Equipment Rental Reserve	1,621,000
	Total Internal Service Funds	\$ 1,979,500
	Fiduciary Funds	
611	Fire Pension	\$ 942,334
612	Police Pension	708,000
629	Brownfield Development Fund	60,000
630	Transportation Benefit Imprv. District	880,000
	Total Fiduciary Funds	\$ 2,590,334
	Grand Total All Funds	\$ 49,915,411

SECTION 2. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and APPROVED this 9th day of December, 2015.

Hon. Bill Simpson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director

ORDINANCE NO.

AN ORDINANCE ADOPTING THE 2016 ANNUAL BUDGET FOR THE CITY OF ABERDEEN, GRAYS HARBOR COUNTY, STATE OF WASHINGTON.

The following is a summary of the above ordinance for the purposes of publication. The full text of the ordinance will be mailed upon request.

- Section 1.** Adopts the 2016 preliminary budget by reference as the final budget for 2016 and sets appropriation levels by fund and department.
- Section 2.** Publication by summary authorized.
- Section 3.** Effective date (immediately upon its passage, signing, and publication).

PASSED and APPROVED this 9th day of December , 2015.

/s/Bill Simpson, Mayor

/s/Kathryn Skolrood, Finance Director (Attest)

15-17

ORDINANCE NO. _____

**AN ORDINANCE ADOPTING A SUPPLEMENTAL BUDGET TO CHANGE 2015
APPROPRIATIONS AND EXPENDITURES.**

Full text will be available Nov. 30, 2015

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mayor: Bill Simpson

**The Members of Your
Committee on:** Public Works and the Public Works Director

To whom was Referred: Acceptance of Vaughan water pump for fire suppression

Reports and Recommends as Follows: The Vaughan Company, Inc., has offered to donate an **8' Vertical Wet Well Triton Screw Pump** (valued at \$15,000) to the city for firefighting. The pump will be installed at the city's Wynoochee River intake. Fire District 2 (Central Park/Wynoochee Valley) is donating a hydrant and electrical controls (valued at \$3,000). The city will install the pipe and electrical hook-up for the pump (less than \$2,000 in labor and materials). The pump will also be wired to the city's backup power supply so it can be operated during power outages. The pump will deliver high pressure water to the fire hydrant for emergency use by District 2 and also for maintenance work at the city's facility. The Vaughan Company has requested that the donated pump be accepted "as is" and that the city indemnify Vaughan from any damage claims related to its use by the city.

It is recommended that Mayor be authorized to execute the attached agreement accepting the donation of the Vaughan pump.

Mike Randich
Water Systems Manager

Council member

Council member

Reported _____, 2015

Council member

Adopted _____, 2015

Council member

ACKNOWLEDGEMENT OF RISKS, RELEASE AND WAIVER, AND HOLD HARMLESS AGREEMENT BY THE CITY OF ABERDEEN IN EXCHANGE FOR THE DONATION OF EQUIPMENT FROM THE VAUGHAN COMPANY

The City of Aberdeen Water Department ("City") does hereby accept the donation by the Vaughan Company ("Vaughan") to the City, without charge, of the following equipment:

Vaughan VSC3DS x 8' Vertical Wet Well Triton Screw Pump

City hereby acknowledges that Vaughan does not guarantee the condition of the above-described equipment in any fashion and that no warranty of any kind has been or is being made by Vaughan as regards this equipment. Vaughan does not certify or warrant that this equipment is safe or fit for any particular use and City relies wholly upon its own observations and inspection of the equipment in determining what use it might make of the equipment and as to its safe or unsafe condition. City recognizes and acknowledges that the above-described equipment is being donated to the City in an "as is condition", without warranty as to its fitness or safety and that any oral representations to the contrary are repudiated hereby in this document.

Furthermore, in partial consideration of Vaughan's donation of this equipment without charge, City, on behalf of the city of Aberdeen, its officials, officers, employees, and agents waives and releases any and all rights and causes of action for damages or injury which said parties may have or which may accrue hereafter, whether now known or unknown, against Vaughan, its employees, officials, officers and agents for any and all loss, damage or injury or claim or legal action thereof on account of any injury or death to said parties or their property arising out of or in connection with the use of the equipment donated to City by Vaughan.

City further agrees to hold harmless, defend and indemnify the City, its employees, officials, officers and agents from any and all claims of liability for injury or damage suffered by third parties or entities arising out of City's use of the donated equipment.

I HAVE FULLY READ THE ABOVE DOCUMENT, UNDERSTAND ITS CONTENTS FULLY AND AGREE TO ITS TERMS AND CONDITIONS ENTIRELY.

Dated _____

(City Signature)

Witness on behalf of Vaughan Co.

(Printed name)

S/N of equipment: 129805

ORDINANCE NO. _____

AN ORDINANCE RELATING TO COLLECTION FEES OF SOLID WASTE AND RECYCLABLE MATERIALS, AMENDING SECTIONS 13.08.110(C), 13.08.110(D), AND 13.08.110(E) OF THE ABERDEEN MUNICIPAL CODE, BEING ORDINANCE 6554, IN PART, AS AMENDED BY ORDINANCE 6566.

WHEREAS, the rates for solid waste collection and recycling must be adjusted to comply with the contract between the City of Aberdeen and Harold Lemay Enterprises, Inc. and said contracts provides that the rates may be increased at a rate not to exceed sixty (60) percent of consumer price index and any increases in the Grays Harbor County disposal costs; **NOW, THEREFORE**,

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:

SECTION 1. CODE SECTION AMENDED. Section 13.08.110(C) of the Aberdeen Municipal Code are amended to read as follows:

13.08.110(C). Rates for curb side service. Rates include one (1) 95 gallon recycle cart serviced every other week. Containers must be placed at the curb (next to road or alley where a truck can drive while proceeding in normal route) on the scheduled service day. The monthly standard curb rates for cart(s) serviced weekly, every other week or monthly for approved properly used and maintained solid waste and recycle containers, shall be as follows:

1. Residential Cart Service

65 gallon with a 30 gallon insert monthly:	\$ 9.13	<u>\$ 9.18</u>
65 gallon monthly:	13.30	<u>13.38</u>
65 gallon every other week:	20.54	<u>20.66</u>
65 gallon weekly:	33.24	<u>33.44</u>
Additional 65 gallon (each):	8.51	<u>8.56</u>
95 gallon monthly:	15.02	<u>15.11</u>
95 gallon every other week:	29.23	<u>29.41</u>
95 gallon weekly:	45.89	<u>46.17</u>
Additional 95 gallon (each):	12.66	<u>12.74</u>
Return Trip:	14.10	<u>14.18</u>
Extra unit (can, bag, box) 30 gallon:	4.37	<u>4.40</u>

2. Commercial Cart Service

65 gallon every other week:	\$ 20.54	<u>\$ 20.66</u>
65 gallon weekly:	33.24	<u>33.44</u>
90 gallon every other week:	29.23	<u>29.41</u>
90 gallon weekly:	45.89	<u>46.17</u>
Return trip:	14.10	<u>14.18</u>
Extra unit (can, bag, box) 30 gallon:	4.37	<u>4.40</u>

SECTION 2. CODE SECTION AMENDED. Section 13.08.110(D), of the Aberdeen Municipal Code and Ordinance 6539, in part, as amended by Section 2 of Ordinance 6554, are amended to read as follows:

13.08.110(D). Special service charges. The following special service charges are in addition to the monthly curb service rates. Charges for special services may be billed by and paid directly to the contractor and, if unpaid, shall be added to the utility bill under 13.08.110(A).

1. Physical hardship-roll out. The Director may authorize special collection services and rates, in addition to those set forth in this chapter, when special circumstances relating to the size, shape, topography, location or surroundings of the property being served or physical disabilities of the utility customer create an unnecessary hardship: PROVIDED that the additional costs charged do not exceed the actual cost of providing the special collection services. If the special collection services require the collector to roll the cart out to the curb, for each increment of fifty (50) feet the monthly curbside service rate shall be increased by ~~\$1.23~~ \$1.24 for carts serviced monthly, ~~\$2.47~~ \$2.48 for carts serviced every other week, and ~~\$4.94~~ \$4.97 for carts serviced weekly.

2. Special Item Removal. For each of the following types of items picked up on a one time basis the charge will be:

- a. Small appliances, furniture, bulky items, etc.: ~~\$26.50~~ \$26.66 each
- b. Large appliances, refrigerators, freezers, etc.: ~~\$61.60~~ \$61.97 each

3. Pre-paid plastic thirty (30) gallon bags furnished by the city: ~~\$4.37~~ \$4.40 each

4. Special collection calls. Collection calls requested by a customer for a regular packer truck requiring loading of loose material, including travel time, will be charged at an hourly rate of \$64.34 plus disposal fees.

5. Loose material collection. Collection of container overflows or solid waste or recyclable materials not properly placed in approved containers, and collections ordered pursuant to 13.08.130(B), will be charged at an hourly rate, including travel time, of ~~\$64.34~~ \$64.73, plus disposal fee.

SECTION 3. CODE SECTION AMENDED. Section 13.08.110(E) of the Aberdeen Municipal Code is amended to read as follows:

13.08.110(E). Container Services. Rates for quantity garbage, commercial collection, customer owned compactors, or permanent and temporary drop box services shall be as follows, not including refuse collection tax:

1. Permanent Commercial Container Service

1 cubic yard box (tipping fee included):		
One pickup per week (basic)	\$ 87.38	<u>\$ 87.90</u>
Each additional pickup per week	85.25	<u>85.76</u>
Special single call	29.95	<u>30.13</u>
1.5 cubic yard box (tipping fee included):		
One pickup per week (basic)	134.03	<u>134.83</u>
Each additional pickup per week	126.16	<u>126.92</u>
Special single call	43.86	<u>44.12</u>
2 cubic yard box (tipping fee included):		
One pickup per week (basic)	168.42	<u>169.43</u>
Each additional pickup per week	157.25	<u>158.19</u>
Special single call	52.21	<u>52.52</u>
3 cubic yard box (tipping fee included):		
One pickup per week (basic)	248.62	<u>250.11</u>
Each additional pickup per week	228.63	<u>230.00</u>
Special single call	77.66	<u>78.13</u>
4 cubic yard box (tipping fee included):		
One pickup per week (basic)	336.54	<u>338.56</u>
Each additional pickup per week	306.00	<u>307.84</u>
Special single call	104.40	<u>105.03</u>
6 cubic yard box (tipping fee included):		
One pickup per week (basic)	478.04	<u>480.91</u>
Each additional pickup per week	434.46	<u>437.07</u>
Special single call	145.75	<u>146.62</u>

8 cubic yard box (tipping fee included):		
One pickup per week (basic)	627.58	<u>631.35</u>
Each additional pickup per week	596.94	<u>600.52</u>
Special single call	188.77	<u>189.90</u>

2. Temporary Commercial Container Service

1 yard temporary service:

Delivery	\$ 35.38	<u>\$ 35.59</u>
Rent per day	0.50	<u>0.50</u>
Each pickup	29.95	<u>30.13</u>

1.5 yard temporary service:

Delivery	35.38	<u>35.59</u>
Rent per day	0.50	<u>0.50</u>
Each pickup	43.86	<u>44.12</u>

2 yard temporary service:

Delivery	45.49	<u>45.76</u>
Rent per day	0.62	<u>0.62</u>
Each pickup	52.21	<u>52.52</u>

3 yard temporary service:

Delivery	45.49	<u>45.76</u>
Rent per day	0.95	<u>0.96</u>
Each pickup	77.66	<u>78.13</u>

4 yard temporary service:

Delivery	45.49	<u>45.76</u>
Rent per day	1.11	<u>1.12</u>
Each pickup	104.39	<u>105.02</u>

6 yard temporary service:

Delivery	45.49	<u>45.76</u>
Rent per day	1.68	<u>1.69</u>
Each pickup	145.75	<u>146.62</u>

8 yard temporary service:		
Delivery	45.49	<u>45.76</u>
Rent per day	1.95	<u>1.96</u>
Each pickup	188.76	<u>189.89</u>

3. Customer-Owned Compactor Service

4 cubic yard customer-owned compactor (including tipping fee):		
One pickup per month	\$ 162.54	<u>\$ 163.52</u>
Each additional pickup	171.90	<u>172.93</u>

6 cubic yard customer-owned compactor (including tipping fee):		
Each additional pickup per week	250.29	<u>251.79</u>
Each additional pickup	260.49	<u>262.05</u>

Access fee weekly (monthly charge):	8.75	<u>8.80</u>
Access fee every other week (monthly charge):	4.38	<u>4.41</u>
Access fee 2x weekly (monthly charge):	17.51	<u>17.62</u>
Lock fee (each)	5.05	<u>5.08</u>
Cable fee (each)	10.11	<u>10.17</u>
Return trips, containers	27.59	<u>27.76</u>
Additional yard	29.95	<u>30.13</u>

4. Drop Box Services

a. Permanent Drop Boxes

10/20 cubic yard drop box (not including tipping fee):		
First haul each month	\$ 194.93	<u>\$ 196.10</u>
Each additional haul	130.88	<u>131.67</u>

30 cubic yard drop box (not including tipping fee):		
First haul each month	268.48	<u>270.09</u>
Each additional haul	166.60	<u>167.60</u>

40 cubic yard drop box (not including tipping fee):		
First haul each month	343.63	<u>345.69</u>
Each additional haul	234.13	<u>235.53</u>

b. Temporary Drop Boxes

10/20 cubic yard drop box:

Delivery	\$ 50.54	<u>\$ 50.84</u>
Rent per day	5.30	<u>5.33</u>
Each pickup	133.90	<u>134.70</u>

30 cubic yard drop box:

Delivery	50.54	<u>50.84</u>
Rent per day	6.42	<u>6.46</u>
Each pickup	176.71	<u>177.77</u>

40 cubic yard drop box:

Delivery	50.54	<u>50.84</u>
Rent per day	7.26	<u>7.30</u>
Each pickup	246.25	<u>247.73</u>

c. Customer-Owned Compactor Drop Boxes

20 cubic yard compactor drop boxes (not including tipping fee) :

Each scheduled pickup	\$ 177.41	<u>\$ 178.47</u>
Special pickup	183.25	<u>184.35</u>

30 cubic yard compactor drop boxes (not including tipping fee):

Each scheduled pickup	215.35	<u>216.64</u>
Special pickup	225.53	<u>226.88</u>

40 cubic yard compactor drop boxes (not including tipping fee):

Each scheduled pickup	241.06	<u>242.51</u>
Special pickup	251.53	<u>252.75</u>

Drop lids per month	13.39	<u>13.47</u>
Disposal rate per ton	95.20	<u>95.20</u>

The tipping fee to be added to the charges for drop boxes is at the rates established by contract with Grays Harbor County or other regulatory agencies for disposal sites meeting minimum functional standards set by the Washington State Department of Ecology.

No load is to exceed nine tons.

Tipping fee is based on sixty-four (64) pound 65 gallon cart, ninety-six (96) pound 95 gallon cart, one hundred eighty (180) pound one-yard container, and actual weight of drop boxes.

SECTION 4. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect on January 1, 2016.

PASSED and APPROVED this 9th day of December, 2015.

Bill Simpson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director

ORDINANCE NO. _____

AN ORDINANCE RELATING TO RATES AND CHARGES FOR SANITARY SEWER UTILITY SERVICES, AMENDING SECTION 13.48.020A OF THE ABERDEEN MUNICIPAL CODE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:

SECTION 1. CODE SECTION AMENDED. Section 1 of Ordinance- ~~6537~~ 6565, codified as Section 13.48.020A of the Aberdeen Municipal Code is hereby amended to read as follows:

Section 13.48.020A Sewer rates.

A. The sewer user charges are as follows:

1. Residential Class: ~~thirty-five dollars and thirty-seven cents (\$35.37)~~
thirty-six dollars and seventy-eight cents (\$36.78) per month per dwelling unit.

2. Commercial Class: a base rate for one thousand (1000) cubic feet of water consumption, ~~five dollars and thirty-seven cents (\$35.37)~~ thirty-six dollars and seventy-eight cents (\$36.78) per month, ~~plus four dollars and fifty-three (\$4.53)~~ four dollars and seventy-one cents (\$4.71) for each one hundred (100) cubic feet thereafter.

3. Other Services: For outside vendors/agencies who directly haul waste to the plant site, the rate is \$.13 per gallon; if the waste is deemed hazardous the rate is \$.39 per gallon.

SECTION 2. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect January 1, 2016.

PASSED and APPROVED this _____ day of December, 2015.

ATTESTED:

Bill Simpson, Mayor

Kathryn Skolrood

COPY

**Aberdeen Fire Department
Legislative Report**

Mr. Mayor;

The Members Of Your Committee On: Public Safety, and the Fire Chief

To Whom Was Referred: Request Authorization for the fire department to continue its clinical affiliation agreement with Tacoma Community College paramedic training program.

Report As Follows: Tacoma Community College offers a paramedic training program that requires students to complete their clinical field intern experience by serving with an emergency medical service. The Aberdeen Fire Department has partnered with Tacoma Community College for many years to provide valuable field experience to students. The fire department receives positive exposure from this program including contacts for future recruitment of employees and recognition as a progressive pre-hospital provider of emergency medical care. Students are covered by the State of Washington Self-Insurance Program and are required to have their own medical insurance. No wages or benefits will be paid by the City of Aberdeen. The agreement will continue year to year and be reviewed after its third year.

Recommend As Follows: That the Fire Chief be authorized to sign the Clinical Affiliation Agreement between Tacoma Community College and the City of Aberdeen.

Tom Hubbard, Fire Chief

Public Safety Committee

Bill Simpson, Mayor

Chairperson

Kathryn Skolrood, Finance Director

Committee Member

Committee Member

Reported, 11/23/15

Committee Member

Adopted _____ 2015

AFFILIATION AGREEMENT

This Agreement is made and entered into between Tacoma Community College ("School"), located at 6501 S. 19th St, Tacoma, Washington, 98466 and Aberdeen Fire Department ("Company"), located 700 West Market, Aberdeen WA 98520, The purpose of this Agreement is for Company, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School's students. In consideration of the mutual covenants and agreements contained herein, School and Company agree as follows:

I. GENERAL PROVISIONS

A. School and Company agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Company to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the clinical education program;
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education;
- Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. School and Company will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. School and Company will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Company.

D. There will be no payment of charges or fees between School and Company.

E. There will be no discrimination against any program participant or applicant under this Agreement on the basis of race, color, creed, religion, national origin, age, sex, honorably discharge veteran or military status, sexual orientation, marital status, genetic information, pregnancy, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability.

II. SCHOOL'S RESPONSIBILITIES

A. School will provide information to Company concerning its curriculum and the professional and academic credentials of its faculty for the students at Company. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Company. School will be responsible for instruction and administration of the students' academic education program. School will notify Company in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School's faculty will meet with the Company clinical education Supervisor Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least four weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Company as set forth in this Agreement, prior to the arrival of students. School will notify Company in writing of any change or proposed change in a student's status.

D. School will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chickenpox will be advised to get an immune titer. School will require yearly PPD testing or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to Company regarding student status concerning the above requirements.

E. School will assign to Company only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

F. School shall ask each student who may be placed in Company to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to the School, and to authorize the School to transmit that record or copy thereof to Company. Before the start of training, School will provide Company with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Company. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Company, Company may conduct the background inquiry directly and the Company may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Company understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Company.

G. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Company. School will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Company as identified in section V. C. below prior to being admitted to the Company.

H. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

III. COMPANY'S RESPONSIBILITIES

A. Company will provide students with a desirable clinical education experience within the scope of health care services provided by Company. Company will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Company will submit in writing to School the professional and academic credentials for

the Preceptors and clinical education Supervisor. Company will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. Company will provide students with access to sources of information necessary for the education program, within Company's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. Company will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Company will make available office and conference space for students and, if applicable, School faculty.

D. Company will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

E. Company retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

F. Company will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Company's clinical education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Company provides for School; however, Company reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the clinical education program at its facilities, Company will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of any and all care.

H. Except as provided in this Agreement, Company will have no obligation to furnish medical or surgical care to any student.

IV. STUDENTS' STATUS AND RESPONSIBILITIES

A. Students will have the status of learners and will not replace Company personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of Company during their clinical education program.

C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their clinical education program at Company.

D. Students assigned to Company will be and will remain students of School, and will in no sense be considered employees of Company. Company does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Company, nor will Company otherwise have any monetary obligation to School or its students by virtue of this Agreement.

V. LIABILITY COVERAGE PROVISIONS

A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement

B. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

C. In order to be accepted at the Company, students will be required to have medical malpractice and general liability coverage, whether through the student medical malpractice and general liability policies offered by the State of Washington, Office of Financial Management, Risk Management division, or otherwise, while working in the Company.

D. Company maintains professional liability insurance coverage with WCFIA [insurance company]. Through that coverage, Company provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

VI. TERM

A. This Agreement is effective beginning **November 1, 2015**, and will continue thereafter from year to year. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. School and Company will jointly plan student placement in advance of each year's beginning, taking into account the needs of the school for clinical placement, maximum number of

students for whom Company can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

A. School certifies that it has trained each student it sends to Company in universal precautions and transmission of blood-borne pathogens, and that it will send to Company only students who have been trained in and have practiced using universal precautions. School has recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to Company. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Company will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at Company, Company agrees to provide the following services:

- Being seen by Company's employee health service and/or emergency department as soon as possible after the injury.
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The student will be responsible for the costs of any and all care, testing, counseling, and obtaining necessary follow-up care.

C. The source patient's HBV, HCV and HIV status will be determined by Company in the usual manner to the extent possible.

VIII. MISCELLANEOUS PROVISIONS

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not

be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Company, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

- (a) To School:
Tacoma Community College
6501 S. 19th St.
Tacoma, WA 98466
- (b) To Company:
Aberdeen Fire Department
700 W. Market
Aberdeen, WA 98520

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

F. Survival. School and Company expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

H. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

I. Inspection. Company will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. HIPAA. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Company will provide additional training on Company's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of Company. No protected healthcare information (PHI) is anticipated to be exchanged between Company and School. Solely for the purpose of defining students' role in relation to the use and disclosure of Company's PHI, students acting pursuant to this Agreement are defined as members of Company's workforce. However, School's students and faculty shall not be considered to be employees of Company.

Tacoma Community College

By _____
Krista Fox (date)
Dean for Health, Business, and Professional Services Division

By _____
Tod Treat Ph.D. (date)
Executive Vice-President
Office for Academic and Student Affairs

Aberdeen Fire Department

By _____
Tom Hubbard, Fire Chief (date)

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Bill Simpson

The Members of
Your Committee On: Personnel

To Whom Was Referred: Proposed Change to Personnel Policy 3.00 regarding
Equal Employment Opportunity/Nondiscrimination

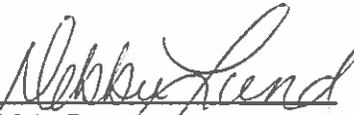
Reports and Recommends as Follows: On November 19, 2015, members of the Personnel Committee met and discussed changes Policy 3.00 regarding the City's policy on equal employment opportunity and nondiscrimination.

This policy has been recommend for updating by the City's liability insurance provider, WCIA. The proposed revisions are modeled after their sample policy language.

Additionally, this proposal includes the addition of language related to background checks. The City has secured the services of a national background search company to conduct those searches.

The unions were notified of this policy revision on Friday, November 13, 2015.

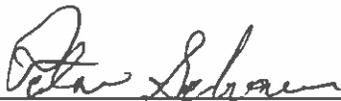
It is recommended that the City Council adopt the attached revisions to City Personnel Policy 3.00 effective immediately.


Debbie Lund
Human Resources Director

PERSONNEL COMMITTEE


Bill Simpson, Chairman

Reported: November 23, 2015


Peter Schave, Council President

Adopted: _____, 2015


Tim Alstrom, Member

3.00 Equal Employment Opportunity/Nondiscrimination.

It is the policy of the City to treat all applicants and employees equally and without regard to race, religion, ~~ereed~~, color, national origin, ~~sex~~gender, sexual orientation, gender identity, age, disability, pregnancy, marital, military or veteran status, genetic information, or any other basis prohibited by local, state, or federal law. It is also the policy of the City to foster and maintain a harmonious nondiscriminatory working environment for all employees.

Toward this end, the City will not tolerate racial, ethnic, religious, or sexual slurs or comments demeaning national origin or the disabled by an employee to or about any employee or applicant.

Violations of this policy will be cause for disciplinary action, including written warnings, suspension, and termination. Any ~~employee-person~~ who feels he or she has been the victim of discriminatory treatment in violation of this policy should bring this concern to his or her department head or to the City Human Resources ~~Office~~Department for appropriate action.

All departments shall adhere to the following guidelines:

A. Employment Practices.

All activities relating to employment such as recruitment, selection, promotion, termination, and training shall be conducted in a nondiscriminatory manner. Personnel decisions shall be based on individual performance, staffing requirements, and in accordance with governing laws.

B. Cooperation with Human Rights Organizations.

The City will cooperate fully with all organizations and commissions organized to promote fair practices and equal opportunity in employment.

C. Background Checks

Results from all background checks for employees will be evaluated based on crimes that would reasonably affect an applicant's fitness for the job. Except for employees who are subject to the Child and Adult Abuse Information Act, criminal background checks for applicants will be limited to convictions in the past 10 years.

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Bill Simpson
**The Members of
Your Committee On:** Personnel
To Whom Was Referred: Proposed Minor Changes to the following Personnel
Policies: 1.50 Definitions, 3.80 Overtime, 4.30 Promotions –
General Procedures, 5.20 Access to Employee Files

Reports and Recommends as Follows: On November 19, 2015, members of the Personnel Committee met and discussed changes to the following personnel policies: 1.50 Definitions, 3.80 Overtime, 4.30 Promotions – General Procedures, 5.20 Access to Employee Files

These policy changes are “housekeeping” in nature. The unions were notified of these policy revisions on Friday, November 13, 2015.

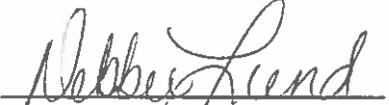
Policy 1.50 changes include formatting for readability and clarification of the definition of “exempt” and “non-exempt” employees.

Policy 3.80 currently implies that the City does not have to compensate the employee if they work unauthorized overtime. However, federal law requires that we pay for all hours worked. An employee working unauthorized overtime would be subject to discipline, but must still be paid.

Policy 4.30 changes are recommended to reflect current practices of the Human Resources Department.

Policy 5.20 changes are recommended to reflect current practices of the Human Resources Department and to remove other department heads from having any role in determining the release of an employee’s file.

It is recommended that the City Council adopt the attached revisions to City personnel policies effective immediately.


Debbie Lund
Human Resources Director

PERSONNEL COMMITTEE


Bill Simpson, Chairman

Reported: November 23, 2015


Peter Schave, Council President

Adopted: _____, 2015


Tim Alstrom, Member

1.50 Definitions.

The following standard personnel administration terms, shall have the meaning assigned to them below:

Anniversary Date. The annual reoccurring calendar date on which the employee commenced City employment or was promoted to another position resulting in a 10% or greater wage increase.

Appointing Authority. The City official or body empowered to appoint or remove employees of the City department over which the official or body has jurisdiction.

Appointment. The word appointment shall be synonymous with the word hire. "Date of appointment" shall be synonymous with "date of hire".

Cause. The logic or rationale supported by substantial evidence, for a supervisor to take corrective action or measures against a subordinate employee.

City Classification Plan. The designation of a title for each class, together with the specifications for each class as approved by the Mayor and City Council or their assigned representative.

City Compensation Plan. A schedule of salary ranges and steps established for all approved classes in the City service in accordance with the criteria and procedures established by the Mayor and City Council.

City Facility. Any enclosed facility owned or operated by the City of Aberdeen that is frequented by the public or represents a workstation for one or more City employees.

Class. A group of positions sufficiently similar in duties, responsibilities, salary range, and minimum qualifications to permit combining them under a single title, and to permit the application of common work standards, selection and compensation criteria.

Continuous Service. Employment in the City service as a regular or probationary employee which is uninterrupted except for authorized leave of absence or separation due to layoff; provided that time lost due to layoff shall not be included in the determination of length of continuous service.

Demotion. The assignment of an employee from his or her present position to another position providing a lower maximum salary rate.

Department Head. An employee selected by the Mayor and confirmed by the City Council to serve as the head of a City department as provided for in the City Charter or as authorized by the Mayor and City Council.

Dismissal. The discharge of an employee from employment with the City by the appointing authority.

Employee. A person who is paid a salary or wage for services rendered to the City of Aberdeen, except elected officials.

Full-Time. An employee who is hired to work a predetermined schedule of at least 40 hours per week.

Part-Time. An employee who works less than 40 hours per week who normally follows a predetermined pattern of working hours. Part-time employees are entitled to vacation, sick leave and other benefits on a pro-rated schedule on the basis of hours usually worked; provided, however, that temporary part-time employees shall receive no benefits.

Regular. An employee who has been retained in an authorized classified position following the completion of the initial one year probationary period. Regular employees receive the vacation, sick leave, holidays, and other benefits provided for the position classification to which they have been assigned.

Provisional. A provisional employee is one whose position is created because of a specific project or grant. A provisional employee is entitled to the same benefits received by regular full-time or part-time employees, as the case may be; however, provisional employees have no lay-off rights or rights to grieve the termination of their position.

Temporary. An employee who has been appointed to a particular set of duties and responsibilities for a limited period of time not to exceed six (6) months, unless an extension is granted by the Mayor with Council confirmation. Temporary employees are not entitled to sick leave, paid holidays, vacations or any other benefits except those mandated by law. If a temporary employee is subsequently retained in a regular position, the date for computing seniority and vacation leave accrual rates shall be the date uninterrupted, temporary employment began.

Casual. An employee who is hired to work on an intermittent or as needed basis and not on a predetermined schedule. Casual employees normally work less than 40 hours per week and do not receive benefits except those mandated by law.

Exempt. An employee ~~who holds an administrative, professional, or executive position~~ defined by the Fair Labor Standards Act as exempt from overtime and whose classification is not included in any collective bargaining unit. Exempt employees receive benefits as provided in the City's Exempt Employee Benefit Ordinance.

Non-Exempt. An employee who is retained in a position whose classification is eligible for overtime compensation ~~is included in the provisions of a collective bargaining agreement.~~ Non-exempt employees receive benefits as provided by the relevant labor contract with the City or, if not represented by a union, as provided in the City's Non-represented Employee Benefit Ordinance.

Employer. The City of Aberdeen, Washington.

Immediate Family. That group of individuals including the employee's, son, son-in-law, daughter, daughter-in-law, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, grandfather, grandmother, grandchild, or any person permanently residing with the employee.

Original Appointment. The initial appointment to a position in the City service.

Persons Related by Blood or Marriage. All of the following relationships are included in the term "Persons Related by Blood or Marriage": husband, wife, children, parents, grandchildren, brothers, sisters, grandparents, and great-grandchildren.

Position. A group of current job duties and responsibilities assigned or delegated by competent authority, requiring the full or part-time services of an employee.

Probationary Employee. An employee who is serving his/her required probationary period.

Promotion. The assignment of an employee from a position in one class to another class providing a higher maximum salary rate.

Salary. Compensation or wages paid to an employee at an hourly, weekly, semi-monthly, monthly, quarterly, semi-annually, or annual rate for services rendered to the City of Aberdeen.

Salary Range. The approved minimum to maximum compensation or salary steps as set forth in the City Compensation Plan.

Salary Step. An established increment within an approved salary range.

Smoke. (As defined by RCW 70.160.020) shall include the smoking or carrying of any kind of lighted pipe, cigar, cigarette or any other lighted smoking equipment. For the purposes of this policy "smoke" and "smoking" shall have the same meaning.

Suspension. A temporary removal from duty with or without pay of a City employee for disciplinary purposes or for investigating accusations brought against a City employee.

Termination. Separation of an individual employee from City employment.

Transfer. A change of an employee from one position to another in the same or a different class requiring substantially the same basic qualifications, salary range, and/or the performance of similar duties.

Vehicle. Any passenger automobile, pickup, van, or other enclosed motor vehicle.

3.80 Overtime.

Any City employee may be required, as a condition of employment, to work overtime when necessary as determined by his or her departmental management. Overtime shall be worked only with the approval of the departmental management ~~and no payment shall be made for overtime that has not been certified by the department head as necessary.~~ Employees working unauthorized overtime are subject to discipline. Department heads and other designated ~~members of the management team~~ employees of the City classified as exempt ~~employees~~ shall not be eligible for overtime compensation.

4.30 Promotions - General Procedures.

The appointing authority is accountable for his or her appointments. When a vacancy occurs, the appointing authority should first determine whether an in-line promotion is appropriate. If an in-line promotion is not made, the position should be posted, as provided in this section, so that other qualified City employees may express an interest and be considered for the position. If the appointing authority does not make an appointment from among those already employed by the City, or from an existing applicant pool from a recent recruitment, the vacancy shall be advertised ~~to the individuals with applications on file with the Human Resources Department and/or~~ to the public at large. All employees who have requested consideration for the position shall have the right to be considered for the position in competition with the outside applicants on file and/or the public at large.

5.20 Access to Employee Files.

Access to the employee personnel files for any particular employee shall be limited to the employee, a person with the employee's written consent, the employee's department head or appropriate supervisor, the Human Resources Director, the Corporation Counsel or deputy, the Mayor and other staff employed by the Human Resources Department. ~~If any other person requests access to any information in an employee's personnel file, the employee shall be notified and the file shall be given to the employee's department head who shall be responsible for determining whether such access must be allowed. If access is allowed, the employee shall be given an opportunity to contest the access or to be present during the inspection of the file.~~ Requests pursuant to a public records request shall be handled in accordance with personnel policy 5.25.

Personnel records are property of the City. Employees may review their own personnel file by contacting the Human Resources Director and making an appointment to do so. The review of the file shall be conducted in the presence of the Human Resources Director.

Employees have the opportunity to submit a letter of rebuttal regarding any information contained in their file that is in dispute.

City
of
Aberdeen

RESOLUTION No. 2015 - _____

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF HOQUIAM FOR JOINT DEVELOPMENT OF A MASTER PLAN ADDRESSING FLOODING ISSUES INCORPORATING THE WATERSHEDS OF THE CHEHALIS, WISHKAH, AND HOQUIAM RIVERS AND THE GRAYS HARBOR ESTUARY

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN: the Mayor is authorized to execute the attached interlocal agreement with the city of Hoquiam.

PASSED and APPROVED on _____ 2015.

Bill Simpson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into this day by and between and the CITY OF ABERDEEN and the CITY OF HOQUIAM, municipal corporations of the state of Washington.

WHEREAS, the cities of Aberdeen and Hoquiam have concluded that issues of water drainage and flooding are most effectively addressed through an integrated planning process using a watershed analysis of the Wishkah, Hoquiam, and Chehalis Rivers and the Grays Harbor Estuary;

WHEREAS, both cities wish to proceed with the "TimberWorks: Master Plan" proposal (dated November 13, 2015, attached as Exhibit 1) submitted by Forterra to be funded through Grays Harbor County ".09 Funds" (the sales tax imposed under RCW 82.14.370);

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. The city of Aberdeen will retain and compensate Forterra to complete the scope of work outlined in the "TimberWorks: Master Plan" proposal dated November 13, 2015. The consultant shall act as an independent contractor.

2. Payments to the consultant under the contract with Aberdeen shall be made from a grant to be awarded by Grays Harbor County. Both cities will combine their resources to assist the consultant in completing the scope of work.

DATED: _____, 2015.

DATED: _____, 2015

CITY OF ABERDEEN

CITY OF HOQUIAM

BILL SIMPSON, Mayor

JACK DURNEY, Mayor

Attest:

Attest:

Kathryn Skolrood, Finance Director

Mike Folkers, Finance Director

**INTERLOCAL AGREEMENT BETWEEN ABERDEEN & HOQUIAM
FOR JOINT DEVELOPMENT OF
A MASTER PLAN FOR THE "TIMBERWORKS VISION"**

EXHIBIT 1

**Forterra NW proposal to the Cities of Aberdeen & Hoquiam
"TimberWorks: Master Plan" (dated November 13, 2015)**

PURPOSE

The purpose of the Timberworks Master Plan is to develop a framework and action plan for a multiple benefit approach to addressing flooding issues in the communities of Aberdeen and Hoquiam. The Master Plan will be developed through a planning process that integrates technical and local knowledge, builds on previous studies and plans, and synthesizes different perspectives to identify solutions that reduce flood risk, enhance fish habitat, and increase recreation and open space opportunities in the area. The integration of concerns of people, floods, and fish, will lead to solutions that can generate broad public support and enhance community and economic development through protection of property and improvement of quality of life.

STUDY AREA

Issues of water drainage and flooding are most effectively addressed through a watershed lens that encompasses the basins where water flows. The Timberworks Master Plan study area will incorporate the watersheds of the Wishkah and Hoquiam Rivers and the Chehalis River / Grays Harbor Estuary shoreline (see Figure 1). This area includes the municipal boundaries of Aberdeen and Hoquiam and portions of Grays Harbor County.

SCOPE OF WORK

This document outlines a scope of work to prepare a Master Plan for the Timberworks Vision. We propose that the Master Plan be understood as the first of four major steps in moving this initiative forward (see Figure 2).

1. **Master Plan**—Articulates a vision, goals and objectives along with a set of potential projects to address challenges related to flooding, fish habitat, and community open space. The Master Plan will include an implementation strategy that prioritizes projects, recommends phasing, identifies potential funding sources, and outlines the roles and responsibilities of local partners. Projects defined as concepts or typologies at 10% design level.
2. **Feasibility Analysis**—Evaluates the potential benefits, costs, and risks associated with projects identified as priorities in the Master Plan. Provides conceptual designs of specific projects at 30% design level.
3. **Design & Permitting**—Specific to each project that is identified as a priority to move forward. Detailed analysis will be conducted to create design plans and specifications suitable for permitting and public competitive bid process.
4. **Construction**—Implementation of specific projects that have been developed through the previous steps.

MASTER PLAN SCOPE OF WORK

The first step in the planning process is Master Planning. The tasks to create the Master Plan are illustrated in Figure 3 and described below.

We recommend establishing an advisory committee including representatives of both cities, the county, business interests, Native American tribes, and environmental organizations. The group should be large enough to include diverse interests, but small enough to maintain focus, potentially 7-9 members.

Task 1: Defining the Problem – Research

The objective of this task is to develop a robust understanding of the causes and symptoms of flooding, fish habitat degradation, and recreation and open space needs in the communities. This effort will involve engagement with community stakeholders to integrate local knowledge with the findings of previous studies and new research. To the extent feasible, the research and information collected in this task will be compiled into Geographic Information System (GIS) to allow for spatial analysis and mapping that integrates and synthesizes multiple perspectives.

Subtask 1.1 Community Engagement: Stakeholder Interviews

The project team will conduct interviews with key community stakeholders, including representatives from government agencies, non-profit organizations, the business community, and property owners. The list of interviewees will be refined in collaboration with the Cities of Aberdeen and Hoquiam, and is expected to include: public works, planning, and natural resource staff from the cities and Grays Harbor County, the Port of Grays Harbor, Chehalis Land Trust, Greater Grays Harbor, and Quinault Indian Nation.

The stakeholder interviews will be conducted as one-on-one meetings or in small groups and use a standard list of open ended questions that will address topics including:

- Challenges and needs of the community related to flooding, natural habitat, and community spaces
- Opportunities and potential solutions to address these issues.
- Information and resources that could help inform the Master Plan (such as previous studies and anecdotes)

The findings of these interviews will inform future work and will lay the foundation for developing trust and support for the initiative in the community.

Deliverables

- Interviews with up to 20 stakeholders
- Summary report of findings

Subtask 1.2 Flood Risk Assessment

Understanding the dynamics of flooding in the area is fundamental to this project. Based on previous studies and recent events, it appears that Aberdeen and Hoquiam are subject to risk from coastal flooding, river flooding, and localized flooding. This task will involve evaluation of existing hydraulic and hydrologic models to understand the drivers and the spatial impacts of flooding. The Federal Emergency Management Agency (FEMA) is in the process of updating the flood insurance rate maps in this area. Hydraulic and hydrologic modeling has recently been conducted for the Wishkah and Chehalis Rivers as part of the proposed North Aberdeen Levee design process. The flood risk analysis will utilize these and other resources to evaluate the dynamics of flooding and

Cities of Aberdeen & Hoquiam

TimberWorks: Master Plan

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provide critical analysis of key questions including the sources of flooding, areas of likely impact, and frequency, duration, and depth of inundation, and implications of future changes such as sea level rise, tsunami risk, and urbanization. If needed, additional drainage basin delineation will be conducted to understand the source areas of runoff and flood waters related to riverine and localized flooding. It is assumed that existing LIDAR and topography data will be sufficient to support the GIS analysis.

Deliverables

- Technical memo with maps summarizing findings of flood risk assessment

Subtask 1.3 Infrastructure Assessment

The Cities have constructed and maintained drainage systems including catch basins, conveyance pipes, outfalls, tide gates, and levees to manage stormwater runoff and floodwaters. The purpose of this task is to evaluate these systems and identify capacity constraints and other weaknesses that impact the systems' ability to respond to flood events. The potential adverse impacts to fish habitat associated with these systems will also be evaluated.

Deliverables:

- Infrastructure Assessment Memo identifying needs for improvements to minimize flooding and fish impacts

Subtask 1.4 Fish Habitat Needs and Opportunities

Numerous technical studies and plans have been prepared in the last 15 years to evaluate the distribution of salmonids, habitat conditions, and restoration opportunities. These studies include the Watershed Resource Inventory Area (WRIA) planning efforts, the US Army Corps of Engineers Ecosystem Restoration Study, and most recently the update to the City's Shoreline Master Programs.

The purpose of this task is to synthesize the findings of these studies, identify data gaps, and present a cohesive picture of current fish habitat conditions and opportunities for restoration that could also increase water retention and storage.

Deliverables

- Fish Habitat Needs and Opportunities Memo synthesizing the findings and status of previous studies, on-going restoration efforts, and mapped potential opportunity sites.

Subtask 1.5 Community Spaces Evaluation

While Aberdeen and Hoquiam are surrounded by some of the most stunning natural areas and public open spaces in the country, establishing and maintaining attractive, functional community spaces within the cities is critical to revitalization. The importance of city parks and open spaces has been emphasized in the Grays Harbor Vision 2020 Action Plan, Aberdeen Downtown Revitalization Action Plan, and the Downtown Aberdeen Community Planning Assistance Team Report. There are opportunities to create public spaces in flood prone areas that can provide both public recreation opportunities as well as flood water storage capacity.

This task will evaluate the needs and opportunities for public open space in the cities, while also evaluating the potential for open spaces to provide connected floodplain storage. The evaluation will incorporate the policies and projects identified in the City's comprehensive plans and parks, recreation and open space plans, analysis of current land use and property ownership, and demographics. Opportunities for floodplain connectivity and other benefits will also be incorporated.

Deliverables

- Memo and maps identifying existing community spaces, connections, planned improvements, and potential opportunity sites

Task 2: Exploring the Universe of Opportunities

Subtasks 2.1 Identifying the Universe of Opportunities

Based on the research and analysis conducted in Task 1, a set of potential project and programmatic solutions to addressing the challenges will be developed. This 'universe of opportunities' will include structural and non-structural approaches. Structural approaches may include extension of levees, drainage infrastructure upgrades, and construction of multi-functional flood storage facilities. Non-structural approaches may include restoration projects that reconnect streams with floodplain habitat in the upper watershed, land use policies, and programs to enhance community resiliency to flood events. It is expected that these approaches will be defined as a set of solution types that could be applied in multiple locations. This task will also include research on case studies of other communities where these approaches have been successfully implemented.

Deliverables:

- Brief report on multiple benefit approaches to flood reduction, fish habitat, and public space projects that describes conceptual projects and programs, and includes maps of where these typologies could be applied.

Subtask 2.2 Community Engagement: Workshops and 'Walkshops'

The project team will broaden the engagement with the community in this task through a series of events and workshops designed to involve property owners, schools, and citizens. The community engagement events under this task will be focused on providing information about the findings of the research conducted in Task 1. Additionally, it will include soliciting additional input on the challenges facing the community, provide comments on the vision, goals, and objectives of this effort, and present a set of potential solutions to address those challenges.

We recommend using a series of innovative community engagement tools to reach out to members of the community that have been directly affected by flooding. This could include setting up a meeting space in an empty retail storefront in either community. The storefront would be advertised and staffed for a series of days allowing people to drop in at times that are convenient for them to see posters and displays of study findings and potential improvement projects. We also recommend organizing walking tours, or 'walkshops' of areas that have been affected by flooding and inviting local residents to share their firsthand experiences, and discuss specific areas where improvements

could be made. We recommend sending direct mailings to residents in flood prone areas to encourage them to attend these events. Additionally, a project website should be set up with easy to find links from both the websites of both cities and the county.

Task 3: Action Plan

This task will be the capstone of the master planning effort. It will synthesize the work of the previous tasks into a Master Plan report that articulates the visions, goals, and objectives of TimberWorks, summarizes the existing conditions research, outlines potential projects to address challenges, and provides an implementation strategy that defines the roles and responsibilities of partner agencies, a schedule, and funding strategy.

Subtask 3.1. Prioritized Project List

Based on the input from the community and preliminary technical analysis, the 'universe of opportunities' project set will be narrowed and categorized into tiered priorities (eg. high, medium, low, or short-term, mid-term, long-term). The project list will be presented similar to a Capital Improvements Project list with conceptual descriptions, illustrations, and planning level cost forecasts.

It is expected that one or two projects will be highlighted as pilot projects or proof of concept projects that will be recommended for expedited implementation. This approach presents both a comprehensive perspective and demonstrates short term successes to building momentum and demonstrate progress.

Subtasks 3.2 Community Engagement: Workshop

A final community open house meeting or workshop will be held to share the contents of the draft Master Plan report, including the prioritized list of projects. It is expected that the format of this meeting will be like an open house with a set of presentation boards, staffed by experts, to describe the elements of the Master Plan to participants and solicit feedback and comments. This informal, personal setting provides greater opportunities for people to ask questions and make comments, in a collaborative setting, than a traditional public meeting with a formal presentation.

Subtask 3.3 Master Plan Report

The project team will prepare the Master Plan report that presents the framework for moving the TimberWorks vision into reality. The report will be formatted to be concise and reader friendly, with clear graphics and technical documentation provided in appendices. It is expected that the report will include the following elements:

- I. Vision, Goals and Objectives
- II. Definition of the Challenges Facing the Community
- III. Set of Solutions: Multiple-Benefit Approach
 - o Description of Innovative, Sustainable Approach

Cities of Aberdeen & Hoquiam
 TimberWorks: Master Plan

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- o Prioritized List of Projects and Conceptual Descriptions and Illustrations
- o Preliminary Analysis of Benefits and Costs

IV. Implementation Strategy

- o Action Steps with Roles and Responsibilities of Partners and Timeframe
- o Funding Strategy

BUDGET

The estimated cost to perform the proposed work is outlined in the following table.

Draft Budget		
#	Task Description	
Task 1	Defining the Problem - Research	\$ 110,000
Sub 1.1	Stakeholder Interviews	\$ 15,000
Sub 1.2	Flood Risk Assessment	\$ 26,500
Sub 1.3	Infrastructure Assessment	\$ 16,500
Sub 1.4	Fish Habitat Needs & Opportunities	\$ 20,000
Sub 1.5	Community Spaces Evaluation	\$ 21,000
Task 2	Exploring Opportunities	\$ 65,000
Sub 2.1	Identifying Universe of Opportunities	\$ 48,500
Sub 2.2	Community Workshops	\$ 16,500
Task 3	Action Plan	\$ 75,000
Sub 3.1	Prioritized Project List + Costs	\$ 32,000
Sub 3.2	Community Workshop	\$ 12,000
Sub 3.3	Master Plan Report	\$ 31,000
	Total	\$ 50,000

SCHEDULE

To be developed – estimated 9-12 months.

Task 1. Defining the Problem – Research: 3-4 months

Task 2: Existing Opportunities: 3-4 months

Task 3: Action Plan: 3-4 months

Figure 1: Study Area

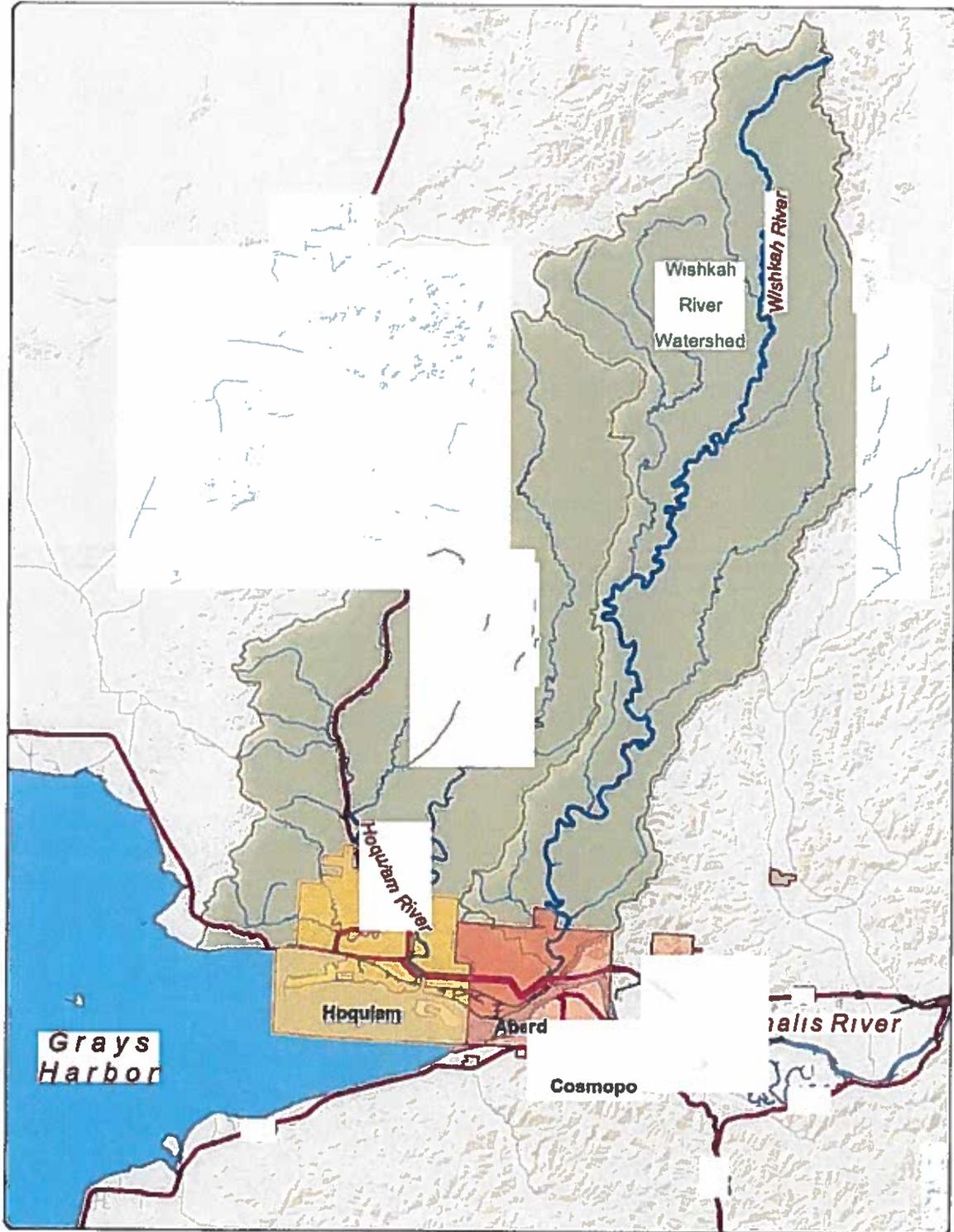
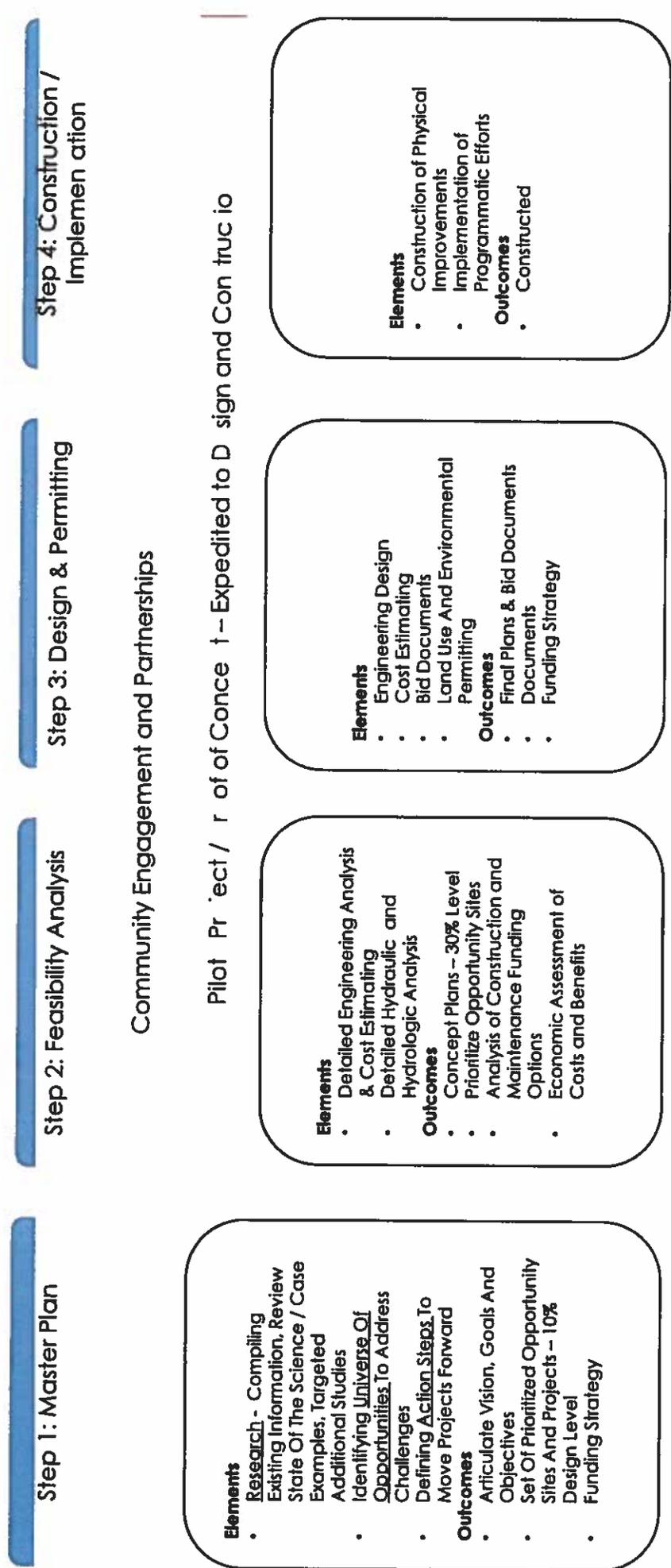


Figure 2

**Aberdeen – Hoquiam
TimberWorks: Public Spaces, Flood Control and Fish Habitat
People, Floods, and Fish**



**Aberdeen – Hoquiam
TimberWorks: Master Plan
Work Program**

Figure 3

Task 1: Research-Defining the Problem

1.1 Stakeholder Interviews: Introduce project, discuss needs and opportunities, discuss vision and goals

- **1.2 Flood Risk Assessment** (Coastal, Riverine, Local)
Flood Modeling based on existing data
- Identify areas of risk, sources, and levels of inundation

- **1.3 Infrastructure Assessment**
Evaluation of existing stormwater system localized flooding

- **1.4 Habitat Needs and Opportunities**
Review existing documents to identify areas of floodplain connectivity issues, culvert passage limitations, and restoration opportunities

- **1.5 Community Spaces Evaluation**
Review existing land use, parks and open space plans to identify conditions of existing parks, needs, and opportunities for new public spaces in flood prone areas

Task 2: Exploring Opportunities

2.1 Identify Universe of Opportunities
Approaches – Structural and Non-structural Locations and Conceptual Project Typologies

2.2 Community Workshop: Retail Drop In Space to solicit community input on needs and opportunities, vision and goals
“Walkshops” – Walking tours of problem areas to discuss needs and opportunities

Task 3: Action Plan

3.1 Priority Project List and Implementation Strategy
Tiered List of Potential Projects – Conceptual Approaches Typologies

3.2 Community Open House To solicit community input on priorities

3.3 Master Plan with Implementation Strategy
Tiered List of Potential Projects – Conceptual Approaches Typologies and Planning Level Cost Forecasts
Implementation Strategy / Next Steps
- Feasibility Analysis of Priority Projects
- Design of Pilot Project(s)
- Funding Strategy

Cities of Aberdeen & Hoquiam TimberWorks: Master Plan Draft Budget

Detailed Budget Breakdown

Draft Budget	Lead	Prime Consultant		Sub-consultants		Total
		Forma	MFA	Background Specialist	Science & Engineering	
Task 1	Defining the Problem - Research	\$ 11,000	\$ 68,500	\$ 12,500	\$ 17,500	\$ 110,000
Sub 1.1	Stakeholder Interviews	\$ 7,500	\$ 7,500			\$ 15,000
Sub 1.2	Flood Risk Assessment		\$ 8,000	\$ 1,000	\$ 15,000	\$ 26,500
Sub 1.3	Infrastructure Assessment		\$ 5,000	\$ 11,500		\$ 16,500
Sub 1.4	Fish Habitat Needs & Opportunities		\$ 20,000			\$ 20,000
Sub 1.5	Community Spaces Evaluation	\$ 3,500	\$ 17,500			\$ 21,000
Task 2	Exploring Opportunities	\$ 10,500	\$ 34,500	\$ 7,500	\$ 7,500	\$ 65,000
Sub 2.1	Identifying Universe of Opportunities	\$ 3,500	\$ 27,000	\$ 6,500	\$ 6,500	\$ 48,500
Sub 2.2	Community Workshops	\$ 7,000	\$ 7,500	\$ 1,000	\$ 1,000	\$ 16,500
Task 3	Action Plan	\$ 10,500	\$ 47,000	\$ 7,500	\$ 5,000	\$ 70,000
Sub 3.1	Prioritized Project List + Costs	\$ 2,500	\$ 20,000	\$ 4,500	\$ 2,500	\$ 30,000
Sub 3.2	Community Workshop	\$ 6,000	\$ 5,000	\$ 1,000		\$ 12,000
Sub 3.3	Master Plan Report	\$ 2,000	\$ 22,000	\$ 2,000	\$ 2,500	\$ 30,500
		\$ 2	\$ 148,000	\$ 27,500	\$ 30,000	\$ 250,000

ORDINANCE NO. _____

AN ORDINANCE ADOPTING UNIFORM RULES FOR ADMINISTRATIVE AND QUASI-JUDICIAL HEARINGS AND ADDING A NEW CHAPTER 2.18 TO THE ABERDEEN MUNICIPAL CODE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN:

SECTION 1. NEW CODE CHAPTER ADOPTED. The following Chapter 2.18 “Rules for Administrative and Quasi-Judicial Hearings” is hereby added to the Aberdeen Municipal Code:

CHAPTER 2.18 AMC - Rules for Administrative and Quasi-Judicial Hearings

- AMC 2.18.010 Purpose and applicability.
- AMC 2.18.020 Definitions.
- AMC 2.18.030 Nature of hearings.
- AMC 2.18.040 Commencement of proceedings.
- AMC 2.18.050 Referral to administrative body.
- AMC 2.18.060 Notice - Postponement or continuance.
- AMC 2.18.070 Quasi-judicial hearings.
- AMC 2.18.080 Ex Parte Communication - Appearance of Fairness - Conflict of Interest
- AMC 2.18.090 Preserving order - limitations.
- AMC 2.18.100 Presiding officers - powers.
- AMC 2.18.110 Enforcement of subpoenas.
- AMC 2.18.120 Witness fees.
- AMC 2.18.130 Administrative notice.
- AMC 2.18.140 Legal officer; appointment; functions.
- AMC 2.18.150 Final decision; reconsideration; judicial review.
- AMC 2.18.160 Reconsideration

AMC 2.18.010 Purpose and applicability.

The purpose of the rules of procedure contained in this Chapter is to provide uniform rules for the conduct of all hearings held before the City Council, or any board,

a judicial or quasi-judicial nature which, for purposes of this Chapter, shall be deemed to consist only of the following:

1. Hearings before City Council:

a. Upon ordinances which zone or rezone site-specific parcels of real property, as opposed to zoning of general application (legislative hearings);

b. Upon subdivision ordinances;

c. Appeals relating to issuance, suspension or revocation of licenses or permits;
and

d. Upon all appeals from the decisions of any City official, board or commission, where such an appeal is otherwise authorized, and which requires an evidentiary hearing to determine such appeal.

2. Hearings before the Board of Adjustment, Building Code Commission and Board of Appeals:

a. Upon appeals from any decision of the Department, building official, or code enforcement officer; and

b. Upon requests for a variance or exception from the terms of any ordinance.

3. Hearings before the Civil Service Commission upon grievances and upon appeals from disciplinary action imposed upon employees.

4. Hearings before any administrative body respecting the issuance, suspension or revocation of any permit or license issued by the City.

B. Legislative Hearings. All other hearings before an administrative body shall be deemed to be administrative hearings, the purpose of which is to obtain information to enable the City Council to determine legislative policy, to enable any board or commission to make recommendations to the City Council upon proposed or pending legislation, or to promulgate authorized rules and regulations. Such hearings shall be conducted in compliance with the state Open Public Meetings Act, provisions of AMC 2.18.040, 2.18.050 and 2.18.060, and in such a manner so as to enable all persons desiring to be heard a reasonable opportunity for the presentation of their views, but there shall be no requirement for compliance with the provisions for quasi-judicial hearings under AMC 2.18.070.

AMC 2.18.040 Commencement of proceedings.

All proceedings conducted pursuant to this Chapter shall be commenced in the manner provided by the Charter, statute or ordinance governing the matter. An appeal must be in writing and shall contain the following:

3. The audio or other verbatim reproduction of all testimony presented in said hearing.

4. A written decision by the hearing body which shall set forth the factual basis and reasons for the decision rendered.

B. Order of Procedure. In quasi-judicial hearings, the following order of procedure shall be observed:

1. First, the official city file concerning the action, including the written appeal and any written response by the city official whose action is appealed, shall be entered in the record of the hearing.

2. Next, the presiding officer shall call for the disclosure of any ex parte communications, conflicts of interest, or violations of the appearance of fairness under AMC 2.18.080.

3. Next, the administrative body shall call for the presentation of testimony and evidence from the moving party.

3. Upon completion of the presentation of the moving party's evidence, the administrative body may call upon any other persons present to offer additional evidence and information as may be relevant and material in support of the moving party's position.

4. Thereafter, the administrative body shall call for the presentation of testimony and evidence from any person present at the hearing who desires to oppose the evidence of the moving party.

5. The moving party shall then be given an opportunity to present any further matter in opposition or rebuttal to the matters presented by the opponents.

6. All documents, or other items of physical evidence, shall be marked as exhibits with such identifying symbols as may be necessary to determine the exhibit referred to by any witness or other person.

C. Rules of Evidence. The administrative body shall not be required to observe formal rules of evidence, but may consider any matter which a majority concludes is reasonably reliable and calculated to aid the hearing body in reaching a fair and accurate determination of the issues involved.

D. Cross-Examination. Cross-examination of witnesses shall be limited to interested parties.

E. Deliberations and Notice of Decision. Each administrative body is authorized to deliberate upon the issues presented at the hearing in private, nonpublic sessions; provided that no decision shall be effective except upon a vote of the members of the administrative body conducted in an open session, which vote shall be duly recorded in

3. In the event of a rebuttal, the member or official shall be given an opportunity to respond making special reference to the facts alleged in rebuttal, or shall disqualify him or herself and state the reasons therefore.

AMC 2.18.090 Preserving order - limitations.

A. Each administrative body shall have the right to preserve order during any hearing. If any person appearing before the body or attending any meeting or hearing, in the immediate presence of the administrative body or within its sight or hearing, while the administrative body is in session, disobeys a lawful order of the body or engages in any speech, gesture or conduct, which is so disrespectful to the body that it tends to bring the body into public ridicule, disrupt the proceedings, or otherwise impair good order, the administrative body may take appropriate action against the responsible person, as may be necessary, including but not limited to: public censure; ejection from the hearing room and its environs; a prohibition on the presentation of further testimony or evidence; entry of an order striking testimony or evidence; or entry of a default.

B. The administrative body may, prior to any presentations and as a condition to the taking of testimony or information from any person, require the registration of all persons desiring to be heard during the hearing.

C. The administrative body may restrict the testimony of any person to the material issues pending before it and, to prevent duplicative or cumulative presentations, it may limit the presentation of evidence and cross-examination and may impose reasonable time limitations upon all parties.

D. The administrative body may issue reasonable orders to preserve order, ensure safety, protect the record and promote the truth-finding process, including but not limited to orders related to:

1. The screening of persons entering the building or hearing room for weapons, concealed or carried openly, including but not limited to firearms, knives, pepper spray, bear spray, batons, and objects or substances that may be used to disrupt the proceedings.

2. A prohibition on the presence of weapons, objects and substances that may be used to assault anyone or disrupt the proceedings in the hearing room. The prohibition shall not apply to any firearm that is possessed and carried lawfully. Nothing contained in this provision shall prohibit the screening of a person carrying a concealed firearm or requiring such person to produce the permit to carry a concealed weapon and the firearm for inspection by screeners.

3. The number of people who may be present in the hearing room.

4. Where the parties and other persons may stand or be seated.

AMC 2.18.110 - Enforcement of subpoenas.

A. Action for the enforcement of or to quash a subpoena shall be commenced by filing a petition with the Municipal Court, which shall forthwith issue an order commanding the appropriate individual to appear in response and show cause why the requested relief should not be granted. The Municipal Court shall sustain such subpoena to the extent that it is found to be in accordance with law and shall issue an order requiring the appearance of witnesses or the production of data within a reasonable time, under penalty of punishment for contempt of court.

B. It shall be unlawful for any person without good cause to fail or refuse to comply with a subpoena issued by any administrative body of the City. Conviction of such failure shall not relieve the person under subpoena from the obligation to comply with the subpoena or relieve the person from contempt proceedings for failure to comply.

AMC 2.18.120 - Witness fees.

Witnesses under subpoena shall receive the same fees for appearance before an administrative body as before the Municipal Court.

AMC 2.18.130 - Administrative notice.

An administrative body may take notice of general technical or scientific facts within its knowledge, and its own records of matters pending or previously determined by the administrative body concerning the same property, the same persons or the same issues, without further proof thereof, but only if such fact or record so noticed is specified in the record or is brought to the attention of the parties before final decision, and every party is afforded an opportunity to controvert the fact or record so noticed. In like manner, and without specifying the same in the record, an administrative body may take notice of the constitution, state law, and the Charter and ordinances of the City.

AMC 2.18.140 - Legal officer; appointment; functions.

In any quasi-judicial hearing, the administrative body may retain an attorney to act as Legal Officer during the hearing. The Legal Officer shall exercise all the functions and powers of the Presiding Officer of the administrative body, as set forth in AMC 2.18.090. At the close of testimony the Legal Officer shall advise the administrative body of the law applicable to the matter which is the subject of the hearing, but the Legal Officer shall not otherwise participate in the deliberations of the administrative body. At the close of deliberations of the administrative body, the Legal Officer shall prepare the necessary

SECTION 2. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

SECTION 3. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and APPROVED this ____ day of _____, 2015.

Bill Simpson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director



CITY OF ABERDEEN LEGAL DEPARTMENT

ERIC NELSON (3233) • FOREST WORGUM (3232) • KIRSTEN WILLIAMS (3231)

TO: Mayor and City Council

FROM: Eric S. Nelson, Corporation Counsel

DATE: October 27, 2015

RE: **Bill No. 15-13 “Rules for administrative & quasi-judicial hearings”**

CC: Kathryn Skolrood, Finance Director
Lisa Scott, Community Development Director
Debbie Lund, Human Resources Director

ACTION REQUESTED: First reading on November 9, 2015, of Bill No. 15-13.

SUMMARY: The Washington Cities Insurance Authority (WCIA) 2014 Annual Review & Audit mandated adoption of rules governing the conduct of elected officials during legislative and quasi-judicial hearings.

BACKGROUND: WCIA conducts annual audits of the cities that participate in the insurance pool. The audit in 2014 focused on the city’s land use regulations. The audit raised two mandatory requirements for compliance with WCIA underwriting: [1] all city employees and municipal officers must be advised of the ethical constraints imposed by chapter 42.23 RCW and local ordinances (chapter 2.24 AMC); [2] the city council must adopt rules governing the conduct of legislative and quasi-judicial hearings which implement the Open Public Meetings Act (chapter 42.30 RCW).

Bill No. 15-13 fulfills the second mandatory requirement. It takes the procedures outlined in the informal scripts currently used by the Mayor and city council and expands on them; adopting them as rules that apply to quasi-judicial hearings conducted by the city council, the Building Code Commission, the Board of Adjustment, the Planning Commission, the Civil Service Commission, and the Historic Preservation Commission.

The rules of procedure in Bill No. 15-13 are complex. The types of quasi-judicial hearings that Aberdeen still conducts before its city council and commissions are more typically held before hearing examiners. It is strongly recommended, both by WCIA and city staff, that the city council consider a hearing examiner system for conducting quasi-judicial hearings.

ATTACHMENTS: Bill No. 15-13