



ABERDEEN CITY COUNCIL

December 9, 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
- 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 Assistant Parks Director recommending that the City Council accept the quote and purchase of the Maxey Dump Trailer from Equipment Rental Fund.
 - 2. Report from Finance and Community Service Director requesting authorization to sign the contract with Greater Grays Harbor.
 - D. Ordinances
 - 1. Third reading of Bill No. 15-14 adopting the 2016 Annual Budget for the City of Aberdeen, Grays Harbor County, State of Washington.
 - 2. Second reading and date of public hearing 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 city be authorized to piggyback off of the Washington State Department of Enterprise Services Contract #00713 for Elevator Maintenance and Repair Services and accept Kone Inc.'s bid to begin service as of January 1, 2016.

VII. PUBLIC SAFETY

- A. Committee Chair Report
- B. Reports & Communications
 - 1. Report from Public Safety and Chief of Police recommending that the Mayor be authorized to sign the agreement with Grays Harbor Children's Advocacy Center.
 - 2. Report from Public Safety and Fire Chief recommending that the Mayor and Finance Director are authorized to execute the agreement for EMS with Department of Corrections at SCCC.

VIII. SPECIAL AGENDA ITEMS

- A. Ordinances
 - 1. Third reading of Bill No. 15-13 adopting uniform rules for administrative and quasi-judicial hearings and adding a new Chapter 2.18 to the AMC.

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.

**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor: Hon. Bill Simpson

**The Members of
Your Committee On:** Finance Committee and the Assistant Parks Director

In Reference To: Purchase of Maxey Dump Trailer from Equipment Rental Fund

Reports and recommendations as follows:

The City of Aberdeen Parks Department is in need of replacing their trailer. The purchase of a Maxey 7x12 foot dump trailer will be made out of the Equipment Rental Fund. The quote for the trailer purchase is \$8,301.41.

Reports and recommend as follows:

That the City Council accept the quote and purchase of the trailer out of the 2015 Equipment Rental Fund.



Stacie Barnum, Asst. Parks Director

Tim Alstrom, Chair

Denny Lawrence, Vice Chair

Reported: December 9, 2015

Jeff Cook

Adopted:

Pete Schave

**CITY OF ABERDEEN
COMMITTEE REPORT**

Mr. Mayor: Hon. Bill Simpson

**The Members of
Your Committee On:** **Finance Committee**

In Reference To: **Contract with Greater Grays Harbor**

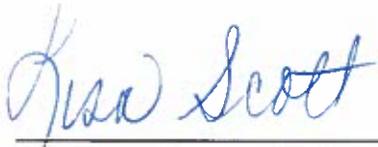
Background:

The 2016 budget includes an appropriation of \$12,000 for services rendered by Greater Grays Harbor for economic development.

Attached is the contract outlining those services. We are requesting authorization to sign the contract.

Reports and recommend as follows:

That the Mayor be authorized to sign the contract for services with Greater Grays Harbor for 2016.



Lisa Scott, Community Services Director

Tim Alstrom, Chair

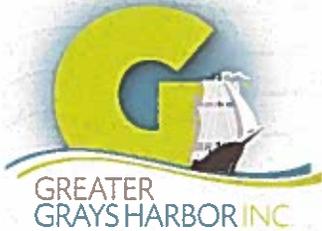
Denny Lawrence, Vice Chair

Reported: December 9, 2015

Jeff Cook

Adopted:

Pete Schave



Working to Build and Strengthen Business and Industry for a Prosperous Community

Your Regional Chamber of Commerce and Economic Development Council

October 1, 2015

Mayor Bill Simpson
City of Aberdeen
200 E. Market
Aberdeen, WA 98520

Dear Mayor Simpson:

With 2015 quickly coming to a close, I want to thank you for your continued support of Greater Grays Harbor, Inc.

Recently, you received a letter requesting you to include us in the 2016 City of Aberdeen budget in the amount of \$12,000.00.

Enclosed are two copies of the 2016 service contract between City of Aberdeen and Greater Grays Harbor, Inc. I would appreciate it if you could review the enclosed contracts and sign if acceptable, keeping a copy for your records and returning a copy to our office.

Once again, thank you for your support of GGHI. These are exciting times for Grays Harbor and your participation in our efforts is greatly appreciated. I look forward to working with you and your staff. Any time we can be of service, please call.

Sincerely,

Dru Garson CEO
Greater Grays Harbor, Inc.

Enclosures

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this day by and between the City of Aberdeen, Municipal Corporation, hereinafter referred to as the "MUNICIPALITY" and Greater Grays Harbor, Inc., hereinafter referred to as the "AGENCY":

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the MUNICIPALITY desires to have certain services performed as hereinafter set forth requiring specialized skills and other supportive capabilities; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the service set forth in this contract;

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

I. SERVICES

The AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as AGENCY responsibilities throughout this Agreement.

The AGENCY shall provide a comprehensive, cooperative, and planned approach to economic development involving government, business, education, labor and others. Specific tasks shall include, without limitation:

- A. Encourage a favorable business climate;
- B. Encourage competitive and appropriate sites for business location and/or expansion;
- C. Encourage training and retraining of unemployed workers through cooperative efforts;
- D. Encourage tourism to Grays Harbor County through advertising, publicity and distribution of information;
- E. Find and encourage investment of capital in new and/or expanded business facilities and equipment;
- F. Identify, attract and assist relocation of new business to Grays Harbor County;
- G. Assist to correct problems which may hinder or prevent business existence, expansion or creation;
- H. Identify new inventions, innovations, markets and/or marketing potentials, and bring to fruition;
- I. Assist City of Aberdeen in identifying and carrying out its responsibilities and function in a cooperative and planned approach to economic development.
- J. Assist in the creation, development, and support of small businesses.

II. REPORTING REQUIREMENTS

The AGENCY shall submit periodic reports as required by the MUNICIPALITY which shall include, but not be limited to, a fiscal year revenue and expenditure report, and final annual evaluation report.

III. DURATION OF AGREEMENT

The effective day of this Agreement shall be January 1, 2016, and shall terminate on December 31, 2016. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

The MUNICIPALITY shall reimburse the AGENCY for the services performed under this Agreement, an amount of \$12,000.00, to be paid in quarterly payments of \$3000.00 upon receipt of invoice from the AGENCY.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The AGENCY agrees to maintain books, records, documents, and accounting procedures and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. The AGENCY agrees that the MUNICIPALITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

VI. COMPLIANCE WITH LAWS

The AGENCY, in performance of this Agreement, agrees to comply with all applicable federal, state, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

VII. NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Agreement, AGENCY agrees to comply with federal and state laws prohibiting discrimination in employment and delivery of services, including the Americans with Disabilities Act of 1990, as amended.

VIII. INDEMNIFICATION/HOLD HARMLESS

All services to be rendered or performed under this Agreement will be performed or rendered entirely at the AGENCY's own risk and the AGENCY expressly agrees to indemnify and hold harmless the MUNICIPALITY and all of its officers, agents, employees, or otherwise, from any and all liability, loss, or damage that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs, or judgments against the MUNICIPALITY which result from, arise out of, or are in any way connected with the services to be performed by the AGENCY under this Agreement.

IX. TERMINATION

If the AGENCY fails to comply with the terms and conditions of the Agreement, the MUNICIPALITY may pursue such remedies as is legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 60 days notice in writing of intent to terminate.

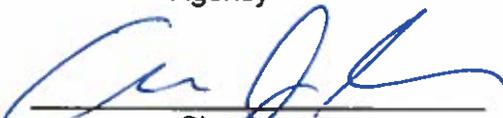
X. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this _____ day of _____, 20_____.

Greater Grays Harbor, Inc.
"Agency"

City of Aberdeen
"Municipality"



Signature

Signature

Title

Title

Signature

Signature

Title

Title

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

Bill No. 15-14

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)

ORDINANCE NO.

AN ORDINANCE ADOPTING A SUPPLEMENTAL BUDGET TO CHANGE 2015 APPROPRIATIONS AND EXPENDITURES AS SPECIFIED HEREIN; Now, Therefore,

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

SECTION 1. SUPPLEMENTAL BUDGET ADOPTED. The budget for the year 2015 is hereby supplemented by authorization of the following revenues and expenditures:

	<u>Supplemental Request</u>
Fund 001 General Government Fund	
Uses of Funds (by Department)	
Court	\$ 6,205
General Government	\$ (85,670)
Finance	\$ 46,000
Legal	\$ 55,000
Police	\$ 50,000
Fire	\$ 11,465
Use of Funds	<u>\$ 83,000</u>
Source of Funds	<u>\$ 83,000</u>
FUND 102 General Parks	
Uses of Funds	<u>\$ 25,500</u>
Source of Funds	<u>\$ 25,500</u>
FUND 103 Streets	
Uses of Funds	<u>\$ 75,000</u>
Source of Funds	<u>\$ 75,000</u>
FUND 105 Streets	
Uses of Funds	<u>\$ 274,000</u>
Source of Funds	<u>\$ 274,000</u>
FUND 120 EMS	
Uses of Funds	<u>\$ 44,946</u>
Source of Funds	<u>\$ 44,946</u>

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 December, 2015

Hon. Bill Simpson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director

CITY OF ABERDEEN SUPPLEMENTAL BUDGET 2015-01

Bill No. 15-17

	Account	Original Budget Amount	Suppl. Budget Amount	Adj. Budget Amount	
Fund 001					
Expenditures					
Court					
Small Tools & Minor Equipment	001.03.512.500.30.50	\$ 500.00	\$ 5,300	\$ 5,800.00	To reflect payment of court remodel for the carpenters time; invoice was budgeted in 2014 but not paid until 2015
Building Repair & Maintenance	001.03.512.500.40.81	\$ 500.00	\$ 905	\$ 1,405.00	Provide for additional due to replacement of handicap gearbox on entry.
	Dept. 03 Total	\$ 1,000.00	\$ 6,205	\$ 7,205.00	
General Government					
Estimated Ending Cash	001.05.508.100.00.00	\$ 4,851,831	\$ (363,070)	\$ 4,488,761	Net change in budgeted ending cash to balance General Fund entries \$ 85679 + Freidlander \$277400
Transfer to Construction Fund	001.05.597.350.00.00	\$ -	\$ 277,400	\$ 277,400	Transfer to Construction Fund for Frelander Slide repair approved by Council (pending any insurance recovery)
	Department 05 Total	\$ -	\$ (85,670)	\$ 277,400	
Finance					
Reallocated Costs	001.06.514.230.04.04	\$ (375,720)	\$ 46,000	\$ (329,720.00)	Correct Cost allocation based on modified documentation for "utility" transactions. Based on correction for actual vs. budget
	Dept. 06 Total	\$ (375,720)	\$ 46,000	\$ (329,720.00)	
Legal					
Legal Services	001.16.515.200.40.15	\$ -	\$ 55,000	\$ 55,000.00	Professional service costs for arbitration attorney
	Dept. 16 Total	\$ -	\$ 55,000	\$ 55,000.00	
Police					
Overtime Pay	001.45.521.200.10.02	\$ 140,000	\$ 50,000	\$ 190,000	Add grant program & Hing crime \$ for criminal justice to overtime allotment
	Dept. 45 Total	\$ 140,000	\$ 50,000	\$ 190,000	
Fire					
Regular Pay	001.48.522.200.10.01	\$ 961,591	\$ 11,300	\$ 972,891	Reflect vacation & holiday cash out for Strelfel retirement
Fical/medicare	001.48.522.200.20.11	\$ 12,098	\$ 165	\$ 12,263	Reflect vacation & holiday cash out for Strelfel retirement
	Dept. 45 Total	\$ 973,689	\$ 11,465	\$ 985,154	
General Fund Total Expend. Change		\$ 83,000			
Revenues					
US DOJ Bullet Proof Vest Grant	001.00.331.166.60.00	\$ -	\$ 4,200	\$ 4,200	Additional revenue received to offset bullet proof vest purchased
Traffic Safety Commission	001.00.334.030.50.00	\$ -	\$ 1,800	\$ 1,800	Additional revenue received for special programs
Crimin. Justice High Crime	001.00.336.060.20.00	\$ 70,000	\$ 77,000	\$ 147,000	Additional revenue received for special programs
General Fund Total Revenue Change		\$ 83,000			

	Account	Original Budget Amount	Suppl. Budget Amount	Adj. Budget Amount	
FUND 102 General Parks					
Expenditures					
Salary & Wages	102.00.571.100.10.01	\$ 183,000	\$ 850	\$ 183,850	Add Out of Class Pay for Asst. Director per council action
Equipment	102.00.594.760.60.40	\$ -	\$ 17,500	\$ 17,500	Donated Gator
Transfer to Fund 132 (Recreation)	102.00.597.132.00.00	\$ -	\$ 9,200	\$ 9,200	Reflected balance in Flower Fund donations to the Recreation Fund 132; new location for tracking project.
Ending Cash Balance	102.00.508.100.00.00	\$ 23,000	\$ (2,050)	\$ 20,950	Offset cash transfer of flower fund to Fund 132 new location for project
Revenues					
Donations	102.00.367.100.00.00	\$ 12,500	\$ 25,500	\$ 38,000	Donation for Gator 17500.+ donations for flower project ++4000+ Comcast Cares \$4,000
FUND 103 Streets					
Expenditures					
Street Lighting Improvements	103.00.595.630.60.30	\$ 8,000	\$ 10,000	\$ 18,000	Project expanded due to savings projected and rebate \$ from PUD
Sidewalk Replacement Program	103.00.595.610.60.31	\$ -	\$ 14,000	\$ 14,000	Program not originally budgeted and offset with revenue billed to residents for work
Stormwater Grant supplies	103.00.542.402.30.15	\$ -	\$ 20,000	\$ 20,000	Grant program expenses
Ending Cash Balance	102.00.508.100.00.00	\$ -	\$ 31,000	\$ 31,000	offset for prior year's portion of storm grant expenses reimbursed this year.
Revenues					
Stormwater Grant	103.00.334.030.10.00	\$ -	\$ 50,000	\$ 50,000	Stormwater grant received
GH PUD rebate for lighting project	103.00.337.800.00.00	\$ -	\$ 7,000	\$ 7,000	PUD lighting project rebate
Sidewalk Replacement Program	103.00.369.900.00.01	\$ -	\$ 18,000	\$ 18,000	Reimbursement from property owners for sidewalk replacement project
FUND 105 Streets					
Expenditures					
Ending Cash Balance	105.00.508.100.00.00	\$ -	\$ 274,000	\$ 274,000	To record beginning cash
Revenues					
Estimated Beginning Cash	105.00.308.100.00.00	\$ -	\$ 274,000	\$ 274,000	To record ending cash
FUND 120 EMS					
Expenditures					
Medical/Dental Insurance	120.00.522.200.20.12	\$ 447,967	\$ 17,300	\$ 465,267	Correct original budget for error related to changes due to union contract settlement. Budget was reduced rather than increased for settlement.
Small Tools & Minor Equipment	120.00.522.200.30.50	\$ 10,000	\$ 2,605	\$ 12,605	GH Transit Grant for the fridge/freezers in the Ambulances (2)
Supplies	120.00.522.200.30.10	\$ 62,000	\$ 1,341	\$ 63,341	Increase for purchase of equipment with Dept. of Health grant.
Supplies Communications	120.00.522.200.30.25	\$ 3,500	\$ 3,600	\$ 7,100	Reflected purchase of portable radios with Sierra Pacific Grant
Ending Cash Balance	120.00.508.100.00.00	\$ 139,146	\$ 20,100	\$ 159,246	Balance of adjusting beginning cash offset by the 17,300 correction to budget
Revenues					
Dept of Health Grant	120.00.334.040.90.00	\$ -	\$ 1,341	\$ 1,341	Department of Health Grant
GH Transit Grant	120.00.337.500.00.00	\$ -	\$ 2,605	\$ 2,605	Donations for equipment
Donations	120.00.367.100.00.00	\$ -	\$ 3,600	\$ 3,600	Donation from Sierra Pacific for portable radios.
Beginning Cash Balance	120.00.308.105.00.00	\$ 149,992	\$ 37,400	\$ 187,392	Adjust to actual beginning cash
		\$ 44,946	\$ 44,946	\$ 3,946	

CITY OF ABERDEEN SUPPLEMENTAL BUDGET 2015-01

Bill No. 15-17

	Account	Original Budget Amount	Suppl. Budget Amount	Adj. Budget Amount	
FUND 121 Animal Control Fund					
Expenditures					
	Building Repair & Maint.	121,00,554,300.40.81	2,000 \$	2,900 \$	To reflect payment of facility roof replacement for the carpenters time; invoice was budgeted in 2014 but not paid until 2015
Revenues					
	Estimated Beginning Cash	121,00,308,100.00.00	- \$	2,900 \$	To reflect cash balance from PY for this expense that occurred in 2015
FUND 145 Drug Task Force					
Expenditures					
	Transfer to Construction Fund	145,42,597,350.00.00	- \$	21,795 \$	To transfer funds to Fund 350 Construction Fund pending insurance reimbursements
	Ending Cash Reserves	145,44,508,100.00.00	143,000 \$	(21,795) \$	To show use of reserves for repair at firing range.
FUND 303 Hotel/Motel					
Expenditures					
	Estimated Ending Cash	303,00,508,100.00.00	- \$	85,600 \$	To reflect the cash reserve
Revenues					
	Estimated Beginning Cash	303,00,308,100.00.00	- \$	85,600 \$	To adjust for actual cash reserve at beginning of year
FUND 308 Grants					
Expenditures					
	Estimated Ending Cash	306,00,508,100.00.00	- \$	1,060 \$	To reflect the cash reserve
Revenues					
	Estimated Beginning Cash	306,00,308,100.00.00	- \$	1,060 \$	To reflect actual beginning cash balance
FUND 320 Public Buildings					
Expenditures					
	Improvements to Sam Bern	320,89,594,760.60.30	147,434 \$	12,500 \$	Adjust for actual expenses
Revenues					
	Interest Income	320,00,364,100.00.00	- \$	2,500 \$	To adjust to actual
	Transfer In Capital Improvement Fund	320,89,397,990.00.00	18,497 \$	10,000 \$	Increase to offset additional costs this year.
			<u>12,500 \$</u>	<u>12,500 \$</u>	

	Account	Original Budget Amount	Suppl. Budget Amount	Adj. Budget Amount	
FUND 350 Utility Construction Fund					
Expenditures					
Capital outlay Friedlander Slide	350.15.595.300.60.30	\$ -	\$ 277,400	\$ 277,400	To provide the budget for emergency repairs approved by Council
Capital Outlay 6th & Baila Way	350.15.595.303.60.30	\$ -	\$ 129,500	\$ 129,500	To provide the budget for emergency repairs approved by Council
Capital Outlay Lk Aberdeen	350.15.595.302.60.30	\$ -	\$ 7,100	\$ 7,100	To provide the budget for emergency repairs approved by Council
Capital Outlay Firing Range	350.15.595.301.60.30	\$ -	\$ 21,795	\$ 21,795	To provide the budget for emergency repairs approved by Council
Capital Outlay water pipeline	350.15.595.305.60.30	\$ -	\$ 1,400	\$ 1,400	To provide the budget for emergency repairs approved by Council
			<u>\$ 437,195</u>	<u>\$ 437,195</u>	
Revenues					
Transfer from Water Cumm. Reserve	350.00.397.414.00.00	\$ -	\$ 138,000	\$ 138,000	To transfer reserves into Construction Fund to cover Storm repairs pending insurance reimbursement.
Transfer from DTF Firing Range	350.00.397.145.00.00	\$ -	\$ 21,795	\$ 21,795	To transfer reserves into Construction Fund to cover Storm repairs pending insurance reimbursement.
Transfer from General Fund	350.00.397.001.00.00	\$ -	\$ 277,400	\$ 277,400	To transfer reserves into Construction Fund to cover Storm repairs pending insurance reimbursement.
			<u>\$ 437,195</u>	<u>\$ 437,195</u>	
FUND 403 Sewer Operating					
Expenditures					
Outfall Project	403.00.594.350.60.33	\$ 41,425	\$ 1,108,575	\$ 1,150,000	Outfall Project per council approval
Ending Cash Reserves	403.00.508.100.00.00	\$ -	\$ 54,425	\$ 54,425	Balance of Loan proceeds to ending cash reserves (for prior year expenses)
			<u>\$ 1,163,000</u>		
Revenues					
Clean Water SRF WWTP Outfall Pr	403.00.333.664.58.00	\$ -	\$ 1,163,000	\$ 1,163,000	To record Outfall Project proceeds from loan as per council approval
			<u>\$ 1,163,000</u>		
FUND 414 Water Reserves					
Expenditures					
Transfers	414.00.597.350.00.00	\$ -	\$ 137,650	\$ 137,650	Transfer to Construction Fund for Emergency Water repairs per council approval
Estimated Ending Cash	414.00.508.100.00.00	\$ 1,333,406	\$ (137,650)	\$ 1,195,756	Use of reserves for Emergency Water repairs per council approval.
			<u>\$ -</u>		
FUND 605 Transportation District					
Expenditures					
Transportation Improvement	605.00.595.390.63.01	\$ 600,000	\$ (600,000)	\$ -	Transfer budget to Fund 630
Estimated Ending Cash	605.00.508.100.00.00	\$ 342,000	\$ (342,000)	\$ -	Transfer budget to Fund 630
			<u>\$ (942,000)</u>		
Revenues					
Estimated beginning cash	605.00.308.000.00.00	\$ 462,000	\$ (462,000)	\$ -	Transfer budget to Fund 630
Transportation Sales Tax	605.00.313.210.00.00	\$ 480,000	\$ (480,000)	\$ -	Transfer budget to Fund 630
			<u>\$ (942,000)</u>		
FUND 629 Brownfield Development					
Expenditures					
Professional Services	629.00.553.500.40.10	\$ 25,000	\$ 140,000	\$ 165,000	To reflect grant professional service expenses.
			<u>\$ 140,000</u>		
Revenues					
Dept of Ecology Toxic Cleanup Grant	629.00.333.668.17.00	\$ -	\$ 140,000	\$ 140,000	To reflect DOE toxic cleanup grant
			<u>\$ 140,000</u>		

Note: Fund 605 was required to be transferred to Fund 630 by the Auditors. Amounts are just to transfer authority to proper fund number.

CITY OF ABERDEEN SUPPLEMENTAL BUDGET 2015-01

Bill No. 15-17

	Account	Original Budget Amount	Suppl. Budget Amount	Adj. Budget Amount	
FUND 630 Transportation District					
Expenditures					
Transportation Improvement	630.00.595.390.63.01	\$ -	\$ 600,000	\$ 600,000	transfer original budget from Fund 605
Estimated Ending Cash	630.00.508.100.00.00	\$ -	\$ 342,000	\$ 342,000	transfer original budget from Fund 605
			<u>\$ 942,000</u>		
Revenues					
Estimated beginning cash	630.00.308.000.00.00	\$ -	\$ 462,000	\$ 462,000	transfer original budget from Fund 605
Transportation Sales Tax	630.00.313.210.00.00	\$ -	\$ 480,000	\$ 480,000	transfer original budget from Fund 605
			<u>\$ 942,000</u>		

Note: Fund 605 was required to be transferred to Fund 630. Amounts are just to transfer authority to proper fund number.

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR:

THE MEMBERS OF
YOUR COMMITTEE ON: Public Works and the Public Works Director

TO WHOM IT WAS REFERRED: New Elevator Maintenance Agreement

REPORTS AS FOLLOWS: The Public Works Department received quotes from the two (2) elevator sales and service companies currently approved under the Washington State Department of Enterprise Services Contract #00713 to service the three (3) city-owned elevators. After reviewing the quotes from Kone Inc. and Otis Elevator Company, City staff determined that the best option for the City would be to enter into a contract for elevator maintenance services with Kone Inc. effective as of January 1, 2016. The annual elevator maintenance fee rates listed below include regular quarterly maintenance, L&I testing and servicing to ensure elevators meet the State of Washington's safety and maintenance requirements and elevator phone monitoring. This new contract will save the city approximately \$8750.00 in 2016.

Kone Inc.	\$10,101.29 per year	Kone has agreed to service all 3 city-owned elevators for this annual price, with no conditions.
Otis Elevator Company	\$10,343.75 per year	Otis required that we sign an indemnification clause or agree to purchase a new elevator for City Hall within 2 years before they will agree to service our current City Hall elevator.

THEREFORE, IT IS RECOMMENDED: That the city be authorized to piggyback off of the Washington State Department of Enterprise Services Contract #00713 for Elevator Maintenance and Repair Services and accept Kone Inc.'s bid to begin service as of January 1, 2016.

Rick Sangder
Deputy Public Works Director

CHAIRMAN

Reported _____, 2015

Adopted _____, 2015

COMMITTEE

**CITY OF ABERDEEN
COMMITTEE REPORT**

MR. MAYOR:

**THE MEMBERS OF
YOUR COMMITTEE ON:**

Public Safety and Chief of Police

IN REFERENCE TO:

CHILDREN'S ADVOCACY CENTER

Report and recommend as follows:

The Grays Harbor Children's Advocacy Center and the Aberdeen Police Department have agreed to enter into a 'Municipal Services Agreement' for the eighth-consecutive year. The Child Advocacy Center has agreed to provide to the Aberdeen Police Department 87 hours of service at a cost of \$4,000. Their services will include: child assault criminal investigation consultation when requested, forensic child victim interviews when requested, training to law enforcement officers, full case investigation when requested, suspect interviews when requested and family support services. The term of this agreement is January 1, 2016 to December 31, 2016. These funds have been budgeted for the above purpose in the 2016 police department budget.

The Aberdeen Police Department has a Detective specifically assigned to investigate child assault crimes; however, the special service provided by the Children's Advocacy Center further augments our department's ability to successfully prosecute these horrendous crimes. The service requirements, conditions, restrictions, the length of the contract, indemnification and termination clauses have been articulated in the agreement for the protections of both parties.

It is our recommendation that the Mayor be authorized to sign the agreement with the Grays Harbor Children's Advocacy Center.

Robert Torgerson
Chief of Police

Tawni Andrews

James Cook

Jerry Mills

Adopted: December 9, 2015

Alice Phelps

MUNICIPAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this day by and between the **CITY OF Aberdeen**, a municipal corporation, hereinafter referred to as the “**CITY**”, and the **CHILDREN’S ADVOCACY CENTER of GRAYS HARBOR**, hereinafter referred to as the “**AGENCY**”.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the **CITY** desires to have certain services performed, as hereinafter set forth, requiring specialized skills and other support capabilities; and

WHEREAS, the **AGENCY** represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract;

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

1. **SERVICES.** The **AGENCY** shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as **AGENCY** responsibilities throughout this Agreement. The **AGENCY** agrees to provide forensic child victim interviews when requested, training to law enforcement personnel when requested, coordination of multidisciplinary case reviews, interview related documentation and reports, court related testimony and child and family support services.
2. **REPORTING REQUIREMENTS.** The **AGENCY** shall submit periodic reports as required by the **CITY**, which may include, but not be limited to, a fiscal year, revenue and expenditure report, and final evaluation report.
3. **DURATION OF AGREEMENT.** The effective date of this Agreement shall be **January 1, 2016** and shall terminate on **December 31, 2016**. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.
4. **COMPENSATION AND METHOD OF PAYMENT.** The **CITY** shall compensate the **AGENCY** for the services performed under this Agreement in an amount of **\$4,000** payable in one annual or in four quarterly installments. The **AGENCY** will provide up to **87** hours of service for this fee. The **AGENCY** will provide a quarterly report denoting hours used and the balance remaining.

5. **ESTABLISHMENT AND MAINTENANCE OF RECORDS.** The AGENCY agrees to maintain books, records, documents and accounting procedures, and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. The AGENCY agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

6. **COMPLIANCE WITH LAWS.** The AGENCY, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

7. **NON-DISCRIMINATION.** AGENCY agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, national origin, marital status, sex, age, or disability except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. During the performance of this agreement AGENCY shall comply with federal and state nondiscrimination statutes and regulations, including the Americans with Disabilities Act of 1990, as amended.

8. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

9. **TERMINATION.** If the AGENCY fails to comply with the terms and conditions of this Agreement, the CITY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 30 days notice in writing of intent to terminate.

10. **RECAPTURE OF FUNDS.** In the event that the AGENCY fails to expend funds under this Agreement in accordance with State law, or Federal law where applicable, and/or the provisions of this Agreement, or fails to perform any and all tasks under this Agreement, the CITY reserves the right to recapture CITY funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed three (3) years following contract termination.

11. **NOTICE AND CONTRACT ADMINISTRATION.** The contract administrator for the CITY for this Agreement shall be the **Chief of Police**. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY: CITY OF Aberdeen
POLICE DEPARTMENT
210 E Market
Aberdeen, WA 98520
Attention: **Chief Robert Torgerson**

AGENCY: GRAYS HARBOR CHILDREN'S ADVOCACY CENTER
514 Broadway Avenue East
Montesano, WA 98563
Attention: **Angela Coulter, Executive Director**

Either party may change the addresses above specified hereto by giving written notice thereof to the other pursuant to this paragraph.

12. **ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

DATED: _____

**GRAYS HARBOR
CHILD ADVOCACY CENTER**

By Jo Ann Yost
JoAnn Yost, Board President

CITY OF Aberdeen

By _____
Bill Simpson, Mayor

**ABERDEEN FIRE DEPARTMENT
LEGISLATIVE REPORT**

Mr. Mayor;

The Members of Your Committee on: Public Safety, and the Fire Chief

To Whom It Was Referred: Request authorization to extend the term of Contract No. K9323 for the provision of emergency medical services to the Stafford Creek Correctional Center – Washington State Department of Corrections.

Report As Follows: The Aberdeen Fire Department has provided emergency medical service to Stafford Creek Correctional Center under contract #K9323 since September 28, 2011. The current contract expires December 31, 2015. The Washington State Department of Corrections has submitted Contract K9323, Amendment No. 4 to the City of Aberdeen to extend the term of the contract to December 31, 2017.

Recommend As Follows: That the Mayor and Finance Director are authorized to execute the attached agreement for EMS to Department of Corrections at SCCC.

Tom Hubbard, Fire Chief

Reported, 12/9/15

Adopted _____ 2015

Public Safety Committee

Chairperson

Committee Member

Committee Member

Committee Member

COPY



State of Washington
Department of Corrections

Contract No. K9323
Amendment No. 4

This Amendment is made by the state of Washington, Department of Corrections, hereinafter referred to as Department, and City of Aberdeen, hereinafter referred to as the Provider, for the purpose of amending the above-referenced Contract, heretofore entered into between the Department and the Provider.

WHEREAS the purpose of this contract amendment is to extend the term of this agreement;

NOW THEREFORE, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, the Department and Contractor agree as follows:

Paragraph 2, sub-paragraph #3 is amended, in part, as follows:

This agreement shall be effective for two years from the date of your signature, September 28, 2011, unless terminated by Department or the Provider upon 30 days written notification to the other. This agreement is extended through ~~((December 31, 2015))~~ December 31, 2017.

Additions to this text are shown by underline and deletions by ~~((strikeout))~~. All other terms and conditions remain in full force and effect. The effective date of this amendment is January 1, 2016.

THIS CONTRACT AMENDMENT, consisting of one (1) page, is executed by the persons signing below who warrant that they have the authority to execute the contract.

PROVIDER

DEPARTMENT OF CORRECTIONS

(Signature)

(Signature)

(Printed Name)

Gary Banning

(Printed Name)

(Title)

Contracts Administrator

(Title)

(Date)

(Date)

Approved as to Form:
This amendment format was approved
by the office of the Attorney General.
Approval on file.

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