



## ABERDEEN CITY COUNCIL

January 27, 2016

### 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. Presentation of Life Saving Awards by Chief Torgerson
- 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 the Assistant Parks Director recommending that the City Council approve the annual lease agreement with Coastal Community Action program.
- VI. PUBLIC WORKS
  - A. Committee Chair Report
  - B. Reports & Communication
  - C. Resolutions
    - 1. Resolution authorizing execution of an agreement with Grays Harbor County to reimburse the City of Aberdeen for the consulting services in the scope of work adopted by the interlocal agreement between the cities of Aberdeen and 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.
- VII. PUBLIC SAFETY
  - A. Committee Chair Report
  - B. Reports & Communications

**VIII. SPECIAL AGENDA ITEMS**

**A. Reports**

1. Report from Personnel and the Human Resources Director recommending revisions to the job description for the Public Works Director.
2. Report from Personnel and the Human Resources Director recommending the creation of the job classification and job description for Engineer.
3. Report from Personnel and the Police Chief recommending revisions to the Police Sergeant job description.
4. Report from Committee on Committees recommending the 2016 Standing Committee member appointments.

**B. Appointment of Public Works Director.**

**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. Erik Larson

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

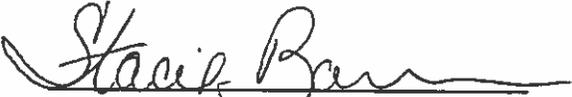
**In Reference To:** Signing a lease agreement with Coastal Community Action  
Program

*Reports and recommendations as follows:*

That the City Council approve the annual lease agreement with Coastal Community Action Program for lease of the property at 117 E. 3<sup>rd</sup> Street, Aberdeen WA 98520, January 1, 2016 – December 31, 2016.

*Reports and recommend as follows:*

That the City Council approve the lease agreement and authorize the Mayor to sign it.

  
Stacie Barnum, Asst. Parks Director

\_\_\_\_\_  
Denny Lawrence, Chair

\_\_\_\_\_  
Jeff Cook, Vice Chair

Reported: January 27, 2016

\_\_\_\_\_  
Alice Phelps

Adopted:

\_\_\_\_\_  
Kathy Prieto

## COMMUNITY CENTER LEASE AGREEMENT

**THIS LEASE AGREEMENT** is entered into on January 1<sup>st</sup>, 2016, by and between the **CITY OF ABERDEEN**, hereinafter referred to as "**Owner**", and **COASTAL COMMUNITY ACTION PROGRAM**, hereinafter referred to as "**Tenant**".

*IN CONSIDERATION* of the rentals herein agreed to be paid by the Tenant to the Owner, and in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. **AGREEMENT TO LEASE**. Owner does hereby rent to Tenant and Tenant hereby takes and hires from Owner that portion of the building only outlined in red and otherwise described on the attached sketch, which is incorporated by this reference, which building is located upon the following-described property:

Lots 1, 2, 3, and 4, except the southwesterly 15 feet of Lot 4,  
Block 13, Weatherwax and Benn's Addition to the Town of  
Aberdeen, as per plat recorded in Volume 1 of Plats, Page 14,  
records of Grays Harbor County, Washington.

This agreement to lease the above-described premises is intended to replace the previous lease agreement between the parties, dated January 1<sup>st</sup>, 2014. All rights, responsibilities, and obligations of the parties under any previous lease agreement are hereby terminated by mutual consent and replaced by the terms and conditions of this agreement.

2. **TERM**. The term of this lease shall be from January 1<sup>st</sup>, 2016, to and including, December 31, 2016. If the Tenant shall remain in possession of the leased property after the expiration of either the original term of this lease or of any extended term such possession shall be as a month-to-month tenant. During such month-to-month tenancy, rent shall be payable at the same rate as that in effect during the last month of the preceding term, plus five percent (5.0%), and the provisions of this lease shall be applicable.

3. **RENT**. Tenant shall pay to Owner as rent for the herein-leased premises the following sums each month, which sums shall be paid monthly and in advance on or before the 10th day of each month and shall be paid to Owner at 200 East Market Street, Aberdeen, Washington:

January 1, 2016, through December 31, 2016:      \$8,625 per month

4. **USE OF PREMISES**. Tenant shall use the premises for community activities and services provided by the Coastal Community Action Program and for purposes

reasonably related thereto. Authority is given to Tenant to rent activity space to other organizations for community meetings and activities and to keep any rent earned for said spaces. Owner reserves the right to approve all long-term rental of space by Tenant, which approval shall not be unreasonably denied. In no case shall Tenant offer, or allow to be offered, a sublease which exceeds the term of the lease. Owner reserves the right to use common areas and public meeting rooms without charge provided that such use does not unreasonably interfere with Tenant's use of said areas. Tenant shall not keep on the leased premises any material which, in Owner's judgment, is dangerous or of explosive nature or which may cause an increase in Owner's insurance premiums or cause cancellation of Owner's insurance. No activity which may create a hazard in the judgment of Owner, or which may cause an increase in Owner's insurance premiums, may be performed. Tenant shall keep the premises in a neat, clean and sanitary condition at all times.

5. **POSSESSION.** Possession of the leased premises shall be delivered to Tenant on the day of the commencement of the term of this lease. In the event of the inability of Owner to deliver possession of the premises or any portion thereof on the specified date, Owner shall not be liable for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the commencement date or termination date of this lease as herein specified be in any way extended or changed, but in such event, Tenant shall not be liable for any rent until such time as Owner can deliver possession and, if possession is for only a portion of the leased premises, the rent shall be proportionately reduced until full possession is delivered.

6. **ACCEPTANCE OF PREMISES.** Tenant accepts said premises in their present condition and agrees it will not demand that Owner make any improvements thereon or maintenance thereof, other than as specifically agreed to herein.

7. **LEASEHOLD IMPROVEMENTS.** Tenant shall not make any alterations or improvements to the leased premises without the prior written consent of Owner. All alterations and improvements shall be at the sole expense of Tenant.

8. **OWNERSHIP OF LEASEHOLD IMPROVEMENTS.** All improvements erected upon or added to the leased premises by Tenant during the life of this lease, except for trade fixtures, shall become the property of Owner upon the termination of this lease, provided, however, that the Owner may require the Tenant to remove all or any portion of such improvements placed on said premises, provided Owner so notifies Tenant prior to the expiration of the term of this lease or any extensions or renewals hereof. When tenant is required to remove improvements, the premises shall be restored to the condition it was in prior to the installation of such improvements.

9. **COMPLIANCE WITH LAWS AND REGULATIONS.** Tenant shall comply with all present and future applicable Federal, State, County, City and Municipal laws, ordinances, directions and regulations.

10. **UTILITIES.** Owner shall be liable for and shall pay throughout the term of this lease all charges for all utility services furnished to the premises, except telephone and television cable which shall be paid by Tenant.

11. **MAINTENANCE AND REPAIR.** Tenant shall, at its own expense, throughout the term of this lease, and so long as it shall remain in possession of the leased premises, keep and maintain in good repair all portions of the building, or buildings, located upon the leased premises, now or at any time hereafter during said term, including all fixtures, equipment and appurtenances. These include, but are not limited to: toilets, light fixtures, lavatories, sinks, windows, interior paint, and plugged waste lines or damaged floor coverings that are a result of normal Tenant usage. If at any time Owner shall observe or discover any condition requiring maintenance or repair to be performed by Tenant, Owner may notify Tenant thereof and if Tenant shall fail to make the necessary repairs promptly and with the immediacy which may be required by the nature of the defect and the potential damage which may result from lack of repair, Owner may, but shall not be required to, make such repairs, in which case Tenant shall promptly reimburse Owner for its costs in making such repairs. Any amount so paid by Owner, together with interest at the rate of 12% per annum thereof from date of payment by Owner until repaid by Tenant, shall be repaid by Tenant upon Owner's demand all without prejudice to any other right Owner may have by reason of such default.

Tenant's obligation to keep and maintain the leased premises in good repair shall not include repairs or maintenance of the roof, HVAC system, electrical systems, and utility supply and waste lines that are not a result of normal Tenant usage. Tenant shall notify the Owner of any necessary repairs which are not the responsibility of Tenant immediately upon observation or discovery. Owner shall make the necessary repairs promptly and with the immediacy which may be required by the nature of the defect and the potential damage which may result from lack of repair; *provided:* that Owner may, at its option, apply the provisions of paragraph 16, below, to any request for repairs to the roof, HVAC system, plumbing, or electrical systems, regardless of whether the repair is made necessary from fire, earthquake, or other casualty. Tenant will not be held responsible for the cost(s) or interest of any repairs beyond the termination of said lease, except as negotiated and added as an addendum to this lease.

12. **SIGNS.** No signs, banners, pennants, symbols, flags, eye-catching spinners or other advertising devices, nor any temporary signs, shall be permitted to be flown, installed, place or painted on, attached to or erected on the leased premises without the prior written consent of Owner.

13. **RIGHT OF ACCESS.** Owner reserves to itself, its agents or assigns, the right to enter the leased premises at any time for the purpose of inspecting the same. The foregoing shall not be construed to require Owner to inspect the premises and shall impose no liability on Owner for failure to so inspect. Owner and/or its agent may, at any reasonable time during the last 90 days of this lease, enter upon said leased premises and exhibit the same to prospective tenants.

14. **INGRESS AND EGRESS.** Owner does herewith grant to Tenant, its employees, agents, and invitees the right of ingress and egress to the herein-leased premises to points designated on the attached drawing. No change in the access points shall be made with the prior written consent of Owner.

15. **INDEMNIFICATION/HOLD HARMLESS.** Tenant shall defend, indemnify, and hold harmless the Owner, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of the Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted, or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Owner.

16. **FIRE AND OTHER CASUALTY.** In the event the premises are destroyed or damaged by fire, earthquake or other casualty to such an extent as to render the same untenable in whole or in a substantial part thereof, it shall be optional with Owner to rebuild or repair the same. After the happening of any such contingency, Tenant shall give Owner immediate written notice thereof. Owner shall have not more than 30 days after date of such notification to notify Tenant in writing of Owner's intentions to rebuild or repair said premises. If Owner elects to rebuild or repair said premises, Owner shall begin such work without unnecessary delay, and during such period the base rent of said premises shall be abated in the same ratio that the portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the leased premises. If Owner fails to give notice as outlined above, Tenant shall have the right to declare this lease terminated by written notice served upon Owner. The rent abatement and termination provisions of this section shall not apply unless Tenant proves that the loss is not caused in whole or in part by fault or negligence of Tenant or its agents, employees or invitees.

17. **INSURANCE.** The Tenant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Tenant's operation and use of the leased Premises.

**No Limitation**

Tenant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Tenant to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance**

Tenant shall obtain insurance of the types described below:

1. **Commercial General Liability** insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The Owner shall be named as an insured on Tenant's Commercial

General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

2. Property insurance shall be written on an all risk basis.

**A. Minimum Amounts of Insurance**

Tenant shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

**B. Other Insurance Provisions**

The Tenant's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the Owner. Any Insurance, self-insurance, or insurance pool coverage maintained by the Owner shall be excess of the Tenant's insurance and shall not contribute with it.

**C. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**D. Verification of Coverage**

Tenant shall furnish the Owner with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Tenant.

**E. Waiver of Subrogation**

Tenant and Owner hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

**F. Owner's Property Insurance**

Owner shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for their full replacement value without any coinsurance provisions.

**G. Notice of Cancellation**

The Tenant shall provide the Owner with written notice of any policy cancellation, within two business days of their receipt of such notice.

**H. Failure to Maintain Insurance**

Failure on the part of the Tenant to maintain the insurance as required shall constitute a material breach of lease, upon which the Owner may, after giving five business days' notice to the Tenant to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Owner on demand.

18. **ASSIGNMENT AND SUBLETTING.** Except as provided in Section 4, Tenant shall not assign or sublet all or any portion of its interest herein, nor shall this lease or any interest hereunder be assignable or transferable by operation of law, or by any process or proceeding of any court or otherwise, without the prior written consent of Owner.

19. **NON-WAIVER OF BREACH.** The failure of Owner to insist upon the strict performance of any of the covenants or conditions of this agreement in any one or more instances shall not be construed to be a waiver thereof.

20. **ATTORNEYS FEES.** In the event either party shall be required to bring any action to enforce any of the provisions of this lease or shall be required to defend any action brought by the other with respect to this lease, the prevailing party in such action shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

21. **RE-DELIVERY OF PREMISES.** Tenant shall, at the termination of this lease, deliver possession of the leased premises to Owner, broom clean, in as good condition as when received, reasonable wear and tear and damage or destruction by fire or the elements excepted. At the same time, Tenant shall deliver to Owner all keys for all interior and exterior doors.

22. **TERMINATION FOR DEFAULT.** Time is of the essence of this lease and if Tenant shall fail to keep and perform any of the covenants or agreements herein contained, and shall fail to remedy any such default thereof within 10 days after written notice by Owner to Tenant, Owner may at its option declare this lease canceled and forfeited, and Tenant's right to possession ended, and Owner may re-enter said premises with or without process of law and take possession thereof. Owner shall not be liable for any damage by reason of such re-entry or forfeiture. If upon such re-entry there remains any personal property of Tenant or of other persons upon the premises, Owner may, but without obligation to do so, remove said personal property and hold it for the owner thereof or may place same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Tenant shall reimburse Owner for any expense incurred by Owner in connection with such removal and storage. Owner shall have the right to sell such stored property, without notice to Tenant, after it has been stored for a period of 30 days or more, the proceeds of such sale to be applied first to the cost of such sale; second, to the charges for storage; and third, to the payment of any other amounts which may be

then due from Tenant to Owner. The balance, if any, shall be paid to Tenant. Notwithstanding any such re-entry, the liability of Tenant for the full rental provided for herein shall not be extinguished for the balance of the term of this lease, and Tenant shall make good to Owner any deficiency arising from a re-letting of the leased premises at a lesser rental than that hereinbefore agreed upon. Tenant shall pay such deficiency upon demand by Owner after the amount thereof is ascertained by Owner.

23. **INVALIDITY OF PARTICULAR PROVISIONS.** If any term or provision of this lease agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

24. **LIENS AND ENCUMBRANCES.** Tenant shall keep the leased premises free and clear of all liens and encumbrances, including those arising out of or growing out of the use and occupancy of said premises by Tenant. At Owner's request, Tenant shall furnish Owner with written proof of payment of any items which will or might constitute the basis for such a lien on the leased premises if not paid.

25. **BUILDING DIRECTORY.** Owner shall maintain at a place of its own choosing and reasonably available to the public a directory listing the tenants of the building, including Tenant in this lease.

26. **RULES AND REGULATIONS.** Owner may from time to time promulgate, modify or revoke rules and regulations for the safety, care and cleanliness of the premises and the preservation of good order thereof which shall uniformly apply to all tenants of the building, provided, that no such rule or regulation shall be inconsistent with the terms of this lease.

27. **SERVICES FURNISHED.** Owner shall furnish the leased premises during reasonable building hours, as the same may be determined from time to time by Owner and while Tenant is not in default under any provisions of this lease, and subject to building regulations, with heat, electricity, hot and cold water, and elevator service. Janitor service is agreed to be the responsibility of Tenant and shall include vacuum cleaning of carpets and drapes, dusting, window washing, waste paper disposal, cleaning of restrooms and all necessary supplies.

28. **PARKING.** Owner does herewith grant to Tenant, its employees, agents and invitees, the right to use the parking area leased by Owner to the west of the Community Center building in common with use by other tenants and other persons, and subject to the terms and conditions of Owner's lease agreement. Tenant shall also be allowed to use parking spaces at the Community Center annex as assigned by the Community Center Board. All parking necessary or required for Tenant in addition to that provided by Owner shall be furnished by Tenant.

29. **TERMINATION BY TENANT.** It is recognized that Tenant's operations are supported by Federal funds and other grants. In the event funding for Tenant's operations is eliminated through no fault of Tenant, and Tenant promptly notifies Owner of such event, Tenant may terminate this lease and re-deliver the premises to Owner as provided under paragraph 23, above. Tenant may also terminate this lease upon providing 180 days written notice in advance to Owner. Tenant's obligation to pay rent under this agreement shall not be terminated prior to Tenant's actual re-delivery of the premises to Owner as provided under paragraph 23, above.





**RESOLUTION No. 2016 - \_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT WITH GRAYS HARBOR COUNTY TO REIMBURSE THE CITY OF ABERDEEN FOR THE CONSULTING SERVICES IN THE SCOPE OF WORK ADOPTED BY THE INTERLOCAL AGREEMENT BETWEEN THE CITIES OF ABERDEEN AND 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 agreement with Grays Harbor County.

**PASSED and APPROVED** on January 27, 2016.

---

Erik Larson, Mayor

ATTESTED:

---

Kathryn Skolrood, Finance Director

LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN

Mayor: Hon. Erik Larson

The Members of  
Your Committee On: Personnel and the Human Resources Director

To Whom Was Referred: Revisions to the Public Works Director job classification

*Reports and Recommends as Follows:* On January 21, 2016, members of the Personnel Committee met and discussed the proposed revisions to the Public Works Director job classification.

The requirement that the Public Works Director be a Professional Engineer is removed in this proposed version. The City recognizes the desire to have a Professional Engineer on staff but has determined that the requirement for the license is better suited by the creation of an Engineer position. This has resulted in a 10% salary decrease for the position.

The other changes update the description and provide more details related to the duties of the Public Works Director.

It is recommended that the City Council adopt the revisions to the Public Works Director job classification effective immediately.

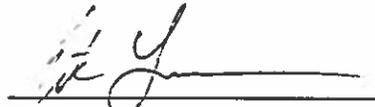


Debbie Lund  
Human Resources Director

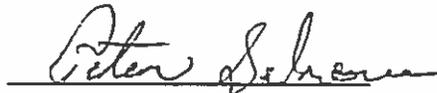
Reported: January 27, 2016

Adopted: \_\_\_\_\_, 2016

PERSONNEL COMMITTEE



Erik Larson, Chairman



Peter Schave, Council President



Tim Alstrom, Member

**CITY OF ABERDEEN  
POSITION CLASSIFICATION**

**PUBLIC WORKS DIRECTOR/~~CITY ENGINEER~~**

**Salary Range:** ~~31 — \$91,692 — \$111,456 (2013)~~ **29**

~~Salary Range: \$7641 — \$8021 — \$8421 — \$8847 — \$9288 monthly (2013)~~

~~Salary Range: \$7202 — \$7560 — \$7938 — \$8338 — \$8754 monthly (2012)~~

**FLSA Status:** Exempt

**Date Adopted:** 01/01, 09/05, 08/12, 01/16

Page 1 of 4

---

**DEFINITION:** The Public Works Director plans, organizes and directs the Public Works Department for the City of Aberdeen including water, wastewater, street, stormwater, electrical, engineering, forest management and equipment rental functions. The Director attends City Council meetings, and serves as a resource to the Mayor and City Council, and is responsible for the Department's overall visions, long range plans, environmental and regulatory compliance, rate and fee recommendations, capital projects engineering and construction.

**REPORTS TO:** The Mayor. The Public Works Director serves as an appointed officer of the city under Section 2 of the City Charter.

**SUPERVISES:** ~~Deputy Public Works Director, Water Systems Manager, Wastewater Systems Manager, Transportation Systems Manager, Office Assistant II and the Public Works Accountant.~~ All department staff directly or through subordinate supervisors as designated on the department's organization chart or directed by the Mayor.

**DISTINGUISHING CHARACTERISTICS:**

This is a department head position in which the incumbent must have the ability to manage the operations of all aspects of the Public Works Department. This position serves as the "City Engineer" (Charter Sec. 22), "Water Superintendent" (Charter Sec. 19), and "Street Commissioner" (Charter Sec. 21). Punctual, regular and reliable attendance is essential for successful job performance.

**ESSENTIAL JOB FUNCTIONS:**

Directs day-to-day department operations to achieve goals with budgeted funds and available personnel; reviews progress, directs changes in priorities and schedules as needed.

Provides managerial leadership and directs the selection, supervision and evaluation of staff. Establishes work rules, safety requirements and performance standards. Conducts or oversees performance evaluations, initiates and implements disciplinary actions as warranted. Resolves grievances and other sensitive personnel matters.

Serves, together with other department directors, as a resource to the Mayor and Council in evolving City-wide and regional matters, and, together with other department directors, coordinates and guides interdepartmental functions, projects, and day-to-day activities.

**ESSENTIAL JOB FUNCTIONS: (continued)**

Coordinates and guides planning leadership and direction and develops short and long-range plans and makes recommendations to the Mayor; reviews and updates comprehensive plans such as the capital improvement plan, six-year transportation plan, and hazard mitigation plan required by state and federal regulations.

Coordinates department activities with other City departments and outside governmental agencies. Represents the City and acts on the City's behalf with local, state and federal agencies, and public organizations, citizens, media, boards, or commissions as assigned. Prepares and makes presentations to City Council and citizens regarding projects and project updates as needed.

Establishes and implements policies, procedures and standards for the efficient and effective operation and maintenance of assigned functions. Responsible for administration and compliance of federal and state laws regarding project funding, bid requirements, consultant selection and construction standards. Reviews and administers legal documents for City contracts, leases, agreements, easements, deeds and bills of sale pertaining to engineering projects.

Prepares budget based on staffing and resource requirements, makes revenue forecasts and recommendations for utility financing, compiles cost estimates and sets departmental goals. Monitors and documents expenditures.

Reviews proposed ordinances and regulations; monitors City activities with regard to state and federal laws such as the Safe Drinking Water Act ~~and~~, the Pollution Control Act, Transportation Benefit Improvement District and National Pollutant Discharge Elimination System permit for stormwater.

Responsible for repairs and maintenance of all City owned buildings and associated equipment such as HVAC, pumps, wiring, plumbing, lighting, emergency generators and furniture. Ensures repairs comply with applicable building codes. Establishes routine maintenance schedules to prolong life of buildings and equipment.

Confers with department ~~division heads~~managers on problems related to programs and activities; confers with the Mayor on matters concerning major department activities and furnishes technical advice on public works matters.

Directs the resolution of problems and emergencies affecting availability or quality of services. Responds to sensitive or complex public inquiries or complaints.

~~Coordinates and provides leadership to the development and maintenance of computerized networks, communications systems, and records that support Public Works department operations, evaluation, and control functions.~~

Coordinates with the Police and Fire Departments on emergency preparedness plans and ensures plans are implemented in case of disaster.

Reviews and monitors performance of outside contractors to ensure contract compliance.

Acts as a member of the Mayor's management team consisting of all department heads.

Analyzes and recommends improvements to existing facilities, equipment and operating systems of the department.

**OTHER JOB FUNCTIONS:**

Participates in professional association functions.

Performs other related duties as required.

**WORK ENVIRONMENT/EQUIPMENT USED:**

Work is performed primarily indoors in an office and meeting environment. Some outdoor work is required in the inspection of various land use developments, construction sites or public works facilities and/or projects. Equipment used includes motor vehicle, telephone, radio, personal computer, fax and copy machine.

**DESIRABLE QUALIFICATIONS:**

**Knowledge of:** Management principles and practices including program planning, direction, coordination and evaluation; modern methods and techniques of civil engineering as applied to the design, construction and maintenance of public works projects and land and engineering survey systems, methods and techniques; laws and regulations relating to the planning, construction or operation of public works or utility facilities.

**Ability to:** Develop departmental objectives and perform planning for public works systems; establish and maintain effective working relationships with the Mayor, City council, staff members, other officials and the general public; apply judgment and discretion in resolving problems and setting, implementing and interpreting policies; communicate effectively both orally and in writing.

**EDUCATION AND EXPERIENCE:**

Experience, education, or training which provides the level of knowledge, skill and ability equivalent to:

Bachelors degree in Civil, Mechanical or Environmental Engineering or a related field.

Five years of management and professional level public works and municipal engineering experience including supervisory and managerial responsibilities with major project engineering and public works operations and maintenance.

**LICENSES, CERTIFICATES AND OTHER REQUIREMENTS:**

| Certificate of Registration as a Professional Engineer by the State of Washington [is desirable](#).

Valid WA State Driver's License.

| [Bilingual is desirable](#)

LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN

Mayor: Hon. Erik Larson

The Members of  
Your Committee On: Personnel and the Human Resources Director

To Whom Was Referred: Creation of job description and classification for  
Engineer

*Reports and Recommends as Follows:* On January 21, 2016, members of the Personnel Committee met and discussed the proposed creation of the job description and job classification for Engineer.

This position will be required to be a Professional Engineer and will supervise the Engineering Technicians, reporting to the Public Works Director. Having a Professional Engineer on staff provides the City opportunities to meet requirements on some grant applications and have technical expertise available for designing of projects and oversight of projects that are contracted out.

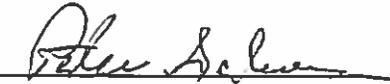
It is recommended that the City Council adopt the attached job description and create the job classification for Engineer effective immediately.

  
Debbie Lund  
Human Resources Director

PERSONNEL COMMITTEE

  
Erik Larson, Chairman

Reported: January 27, 2016

  
Peter Schave, Council President

Adopted: \_\_\_\_\_, 2016

  
Tim Alstrom, Member

**CITY OF ABERDEEN  
POSITION CLASSIFICATION**

**ENGINEER**

**Salary Range:** 25  
**Union Status:** Exempt  
**FLSA Status:** Exempt  
**Date Adopted:** 01/2016

Page 1 of 3

---

**DEFINITION:** Responsible for the engineering of projects, supervision and directing of activities necessary for the design, management and construction of capital projects within the Public Works Department.

**REPORTS TO:** Public Works Director

**SUPERVISES:** Engineering Technicians and other technical staff as designated on the department's organization chart and directed by the Public Works Director.

**DISTINGUISHING CHARACTERISTICS:**

This position is supervised by the Public Works Director through establishment of work goals, projects and schedules. The incumbent exercises independent judgment in carrying out assigned projects. Work is reviewed by periodic progress reports and by evaluation of work products. Requires the ability to function both independently and as part of a collaborative team. Punctual, regular and reliable attendance is essential for successful job performance.

**ESSENTIAL JOB FUNCTIONS:**

Directs project design, contract administration, traffic engineering, environmental engineering, land surveying, construction administration and project inspection; reviews progress and directs changes in priorities and schedules as needed.

Engineers projects in accordance with time schedules, quality parameters, identified priorities and needs. Directly communicates verbally and in writing with bidders and contractors on projects. Handles all change orders as required.

Directs, coordinate and exercise functional authority for planning, organization, control, integration and completion of engineering projects assigned by the Public Works Director.

**JOB FUNCTIONS: (continued)**

Supervises, plans, schedules and directs the activities of the Engineering Technicians and technical staff involved in the design, management (including management and accounting of grant programs) and construction of public works projects.

Prepares and/or reviews engineering plans, designs, specifications, estimates, reports or contracts; reviews proposed projects for engineering feasibility and completeness and exercises technical judgment as to project scope. As required by the Public Works Director, may review development proposals in order to coordinate development with City projects and plans.

Assists the Public Works Director in the development and preparation of engineering policies, work plans, the capital improvement plan, the annual operating budget, and the six-year transportation plan.

Coordinates public utility, infrastructure, and engineering design, construction and project coordination work with other City divisions and departments, outside agencies, other jurisdictions and private landowners.

Assists in preparation of presentations and represents the department when requested by the Public Works Director. Plans and implements public outreach and involvement efforts related to projects.

As directed by the Public Works Director, develops scope of work and negotiates fees for consultant agreements using accepted formats and ensures that professional, technical, administrative, project management, and inspection staff work meets all applicable City, State and Federal requirements.

Maintains open communications with the Finance Director, or designee, regarding all matters related to funding for each project.

Controls expenditures within limitations of project budget. Prepares interim and completion project reports.

Uses computer assisted design/drafting equipment and software to develop designs.

Act as technical expert for public works projects. Manages several projects at one time.

Performs other duties as assigned.

**WORK ENVIRONMENT/EQUIPMENT USED:**

Work is performed indoors in an office environment, although field visits are a frequent occurrence during construction of a project. Requires frequent contact in person, via telephone or via email with community and business leaders, and elected officials.

**DESIRABLE QUALIFICATIONS:**

**Knowledge of:** Extensive knowledge of civil engineering practices, techniques, analysis and calculations relating to the design, and construction of a complete range of municipal infrastructure and facilities. Thorough knowledge of engineering management concepts and approaches, of applicable local, state and federal laws and guidelines governing municipal projects, of land and engineering surveying systems, methods and practices, of state and federal grant administration practices; of construction quality control methods and procedures; of public budgeting processes and techniques, of personnel and financial management principles.

**Ability to:** Ability to plan, implement, evaluate and report on a wide variety of public works programs, including transportation and capital improvements plans, to deal effectively with subordinate and interdepartmental employees, the public, elected officials, consultants and interest groups, to organize and effectively lead the process of setting and maintaining priorities, rigid timelines and project work schedules within the division, to oversee and properly execute contracts, to communicate clearly and effectively both orally and in writing.

**Physical:** Ability to communicate verbally and to hear sounds and conversation; see object close up and at a distance, have accurate color vision and ability to adjust focus, occasionally lift, carry and lift objects weighing up to 20 pounds; ability to stand, walk and drive as needed throughout the day; ability to sit and use computer at workstation for extended period of time. While performing the job, employee is occasionally exposed to moving machinery, fumes or airborne particles, and toxic or caustic chemicals. The noise level in the work environment is usually moderate, however, in some instances wearing of ear protection may be necessary.

**EDUCATION AND EXPERIENCE:**

Experience, education or training which provides the level of knowledge, skills and ability equivalent to a Bachelor's degree in civil engineering, 2 years of civil engineering experience, preferably in the public sector requiring engineering management of numerous programs and projects, including the supervision of employees.

**LICENSES, CERTIFICATES AND OTHER REQUIREMENTS:**

Registration as a Professional Engineer (PE license) in civil engineering in the State of Washington.

Valid Drivers' License is required

Bilingual is desirable

LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN

**Mayor:** Hon. Erik Larson

**The Members of  
Your Committee On:** Personnel and the Chief of Police

**To Whom Was Referred:** Revisions to the Police Sergeant job classification

*Reports and Recommends as Follows:* On January 21, 2016, members of the Personnel Committee met and discussed the proposed revisions to the Police Sergeant job classification.

The current job classification is being updated to identify the supervisory responsibility for the rank of Sergeant.

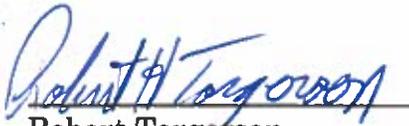
This job classification will provide for the current requirement to test for the Sergeant position.

This job classification provides clarity for the essential job function, primary, essential task and other job functions.

The current job classification is being updated to remove some of the licenses, certification & other requirements that are no longer needed, and adding other certification needed for the rank.

The union was notified of this proposal on January 19, 2016.

It is recommended that the City Council adopt the revisions to the Police Sergeant job classification effective immediately.

  
Robert Torgerson  
Chief of Police

PERSONNEL COMMITTEE

  
Erik Larson, Chairman

Reported: January 27, 2016

  
Peter Schave, Council President

Adopted: \_\_\_\_\_, 2016

  
Tim Alstrom, Member

**CITY OF ABERDEEN  
POSITION CLASSIFICATION**

**POLICE SERGEANT**

**Salary Range:** 21P

**Union Status:** Police ~~Association~~ Guild

**FLSA Status:** Non-Exempt

**Date Adopted:** 01/93, 01/2016

Page 1 of 3

---

---

**DEFINITION:** Supervises police ~~officers or support staff~~ personnel on an assigned shift or unit.

**REPORTS TO:** Police ~~Captain~~ Lieutenant

**SUPERVISES:** Police personnel as designated on the department's organization chart or directed by the Chief of Police. ~~Police Officers, Corrections Officers, Police Service Specialists.~~

**DISTINGUISHING CHARACTERISTICS:**

Positions in this classification may supervise and perform patrol, investigation, jail, crime prevention, records, or special program activities, depending on areas of assignment. The work requires increased skill to perform general police duties as well as assignments in a specialized area of police work.

**ESSENTIAL JOB FUNCTIONS:**

Assigns officers and equipment during a shift; arranges for substitutes for absentees; authorizes temporary absences; assigns duty areas and project assignments according to general guidelines with necessary changes to accommodate current problems.

Directs the activities of officers or other staff members in a unit or shift. Organizes, oversees and participates in police patrol duties, operation of the jail and records section, investigation of crimes and other special assignments. Monitors and responds to requests for assistance to assure that services are provided to the community.

Responds to crime scenes, accidents and other serious or sensitive incidents and assumes command or assists the officer in charge.

Assists in classroom and field training of officers and new recruits. Advises personnel on new laws and insures compliance of rules, regulations and policy to meet goals and priorities. Prepares employee evaluation reports.

**ESSENTIAL JOB FUNCTIONS: (Continued)**

Supervises or conducts investigations and supervises difficult or sensitive cases by interviewing complainants, witnesses and suspects; apprehends and transports suspects. Obtains evidence and other documentation, prepares investigation reports, testifies in court, participates in the investigation of complaints against department personnel, initiates discipline and remedial actions and testifies at required hearings.

Reviews reports, logs and other records prepared by assigned [police corporals and](#) police officers to assure accuracy and adequacy and assures that cases are properly prepared and presented in court and takes corrective action as appropriate and authorized.

Oversees the operation of the jail and care of inmates. This includes intake and release of prisoners; hygienic and medical care and feeding of prisoners and cleanliness of facility.

Makes oral presentations and participates in discussions with citizen groups, students and community organizations to maintain and improve police/community relations.

Performs all essential functions of [Police Corporal](#), Police Officer (see [Police Corporal and Police Officer classifications](#)).

**OTHER JOB FUNCTIONS:**

Assists in the supervision of the records section by assuring adequate staff is available.

Monitors radio calls and answers telephones and in-person inquiries as necessary.

Same as that of [Police Corporal or](#) Police Officer; see [Police Corporal and](#) Police Officer classifications.

Performs other related duties as required.

**PRIMARY AND ESSENTIAL TASKS:**

Same as that of [Police Corporal or](#) Police Officer; see [Police Corporal and](#) Police Officer classifications.

**WORK ENVIRONMENT/EQUIPMENT USED:**

Same as that of [Police Corporal or](#) Police Officer; see [Police Corporal and](#) Police Officer classifications.

**DESIRABLE QUALIFICATIONS:**

Knowledge of: law enforcement principles, procedures, techniques and equipment; laws of arrest; search and seizure; statutory definition of all types of crimes for which investigations are commonly conducted; police investigation methods, techniques and equipment.

Ability to: lead, coordinate and supervise the work of others; supervise and train new officers in law enforcement and investigation techniques; plan effectively during emergency to obtain all help necessary with minimal interruption of police department protection to other areas of the City; plan and conduct criminal investigations; demonstrate skill in interviewing witnesses, suspects and others; respond quickly and exercise sound judgment in emergency situations; employ proper methods of physical restraint of other persons; handle firearms safely and fire them accurately; maintain cooperative and responsible attitude toward co-workers and general public; communicate effectively, both orally and in writing; physical ability to perform the work.

**EDUCATION AND EXPERIENCE:**

- ~~Must have reached Step 5 of the Aberdeen Police Officer salary range.~~
- College level course work in police science and related subjects is preferred desirable.
- Requirement to test for this position requires having no discipline above a verbal warning during the 12 months prior to the test and at least 12 months experience as an Aberdeen Police Corporal.

**LICENSES, CERTIFICATES & OTHER REQUIREMENTS:**

- U.S. Citizenship.
- Valid Washington State Driver's License.
- Washington State Peace Officer's Certification
- Physical ability to perform the essential job functions and tasks with or without reasonable accommodation.
- State First-Level Supervisory Certification, or ability to obtain within one year of promotion.
- ~~No record of felony conviction or excessive traffic violations.~~
- ~~Good moral character and honesty are of the utmost importance.~~



LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN

**To:** Members of the City Council  
**From:** Mayor Erik Larson  
**Re:** Appointment of Public Works Director

On January 21, 2016, members of the Personnel Committee met and discussed my request to appoint current Deputy Public Works Director, Rick Sangder, as the Public Works Director for the City of Aberdeen retroactive to January 1, 2016.

Mr. Sangder has been filling the position of Public Works Director since late September 2015. I have had the opportunity to review his work and am confident that he has the necessary education, skills and abilities to successfully perform the duties of the Public Works Director for the City.

Since Mr. Sangder has been filling the position, he has been receiving a 5% pay increase for the additional duties. Therefore, as provided in personnel policy 1.45 I am requesting an exception to the City's promotion policy 7.30 to appoint Mr. Sangder to the Public Works Director, pay range 29, Step 3, or \$7,794 per month, which is a 10% over his current Deputy Director Salary (but only 5% above what he is making as a result of his temporary pay increase as Acting Director). This will change Mr. Sangder's anniversary date (step increase date) to January 1 in accordance with City policy.

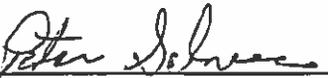
The Personnel Committee has reviewed this request and is recommending that the City Council approve the request to appoint Rick Sangder as Public Works Director retroactive to January 1, 2016, as outlined above.

PERSONNEL COMMITTEE



Erik Larson, Chair

Reported: January 27, 2016



Peter Schave, Council President

Adopted: \_\_\_\_\_, 2016



Tim Alstrom, Member