



ABERDEEN CITY COUNCIL

March 9, 2016

COUNCIL MEETING AGENDA

7:15 PM – 3rd Floor, City Hall

COMMITTEE OF THE WHOLE

- A. Guest Speakers
 - 1. Disaster Preparedness Presentation by Chief Torgerson
- 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 the Parks Director recommending that the City Council authorize the Mayor and Finance Director to sign the 2016 Splash Entertainment Fireworks contract and remit the required payment.
 - 2. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor and Finance Director to sign the Clowns Unlimited contract for Splash and remit the required payment.
 - 3. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor and Finance Director to sign the Henrik Bothe contract for Splash and remit the required payment.
 - 4. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor and Finance Director to sign the Adam Johnson contract for Splash and remit the required payment.

VI. PUBLIC WORKS

- A. Committee Chair Report
- B. Reports & Communication
 - 1. Report from Public Works and Community Development Department recommending that the Mayor and City Council approve the 2015 Active Living and Transportation Master Plan.
- C. Ordinances
 - 1. First reading of Bill No. 16.03 adopting a Complete Streets Policy for the City of Aberdeen and adding a new Chapter 12.02 to the AMC.

VII. PUBLIC SAFETY

- A. Committee Chair Report
- B. Reports & Communications

VIII. SPECIAL AGENDA ITEMS

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.

COPY

**CITY OF ABERDEEN
COMMITTEE REPORT**

Mr. Mayor: Hon. Erik Larson
**The Members of
Your Committee On:** Finance Committee and the Parks Director
In Reference To: 2016 Splash

Background:

The City of Aberdeen continues to contract with independent entertainers for the Splash Festival.

The Aberdeen Parks Department is requesting that the attached contract be approved with Entertainment Fireworks to provide a professional fireworks show at Morrison Riverfront Park on July 4th. The contract amount is \$12,550.

A signed agreement and a \$5,000 deposit is due by March 21, 2016 with payment due in full on the day of the show.

The Parks and Recreation Department continues to raise funds through sponsorship to fund this activity and other Splash activities.

Reports and recommend as follows:

That the City Council authorizes the Mayor and Finance Director to sign the Entertainment Fireworks contract and remit the required payment at the appropriate time.

Stacie Barnum, Parks & Recreation

Denny Lawrence, Chair

Jeff Cook, Vice Chair

Reported: February 5, 2016

Alice Phelps

Adopted:

Kathi Prieto

ENTERTAINMENT FIREWORKS, INC. DISPLAY AGREEMENT

1. This agreement, entered into this **15th** day of **January 2016**, and between Entertainment Fireworks, Inc., hereinafter referred to as "EFI", and **Aberdeen Splash Festival**, herein after referred to as PURCHASER.
2. EFI agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, **1** fireworks display per **PROGRAM A**, proposed, accepted and made part hereof, together with the services of a pyrotechnic operator licensed for the state of the display to be in charge of, and along with sufficient crew to safely discharge the display. Said display is scheduled to be performed on the **4th** day of **July 2016**, at **Morrison Riverfront Park**.
3. PURCHASER, at it's own expense, agrees to provide to EFI: A) A suitable DISPLAY SITE in which to stage the fireworks display, including a firing and a fallout zone acceptable to EFI in which the fireworks and fireworks debris may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing, and/or other crowd control measures to prevent the access of the public, or it's property not authorized by EFI into the display site. C) The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by EFI, at all times to the DISPLAY SITE to set up the display. If PURCHASER fails to fully comply with all requirements of A, B, C, and/or D set forth above, EFI shall have no obligation to perform and PURCHASER agrees to pay EFI the entire contract price plus any additional expenses incurred because of said failure. If in it's sole discretion, PURCHASER designates an area for members of the public to view the display ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall: E) Ensure that the Spectator Area does not infringe on the Display Area; F) Have sole responsibility for insuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to grandstands and bleachers are safe for use by spectators; G) Have sole responsibility for insuring that the Parking Area is safe for use; H) Have sole responsibility to police, monitor, and appropriately control spectator access to the Spectator Area and Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that EFI, (including it's operators and crew) shall not inspect, police, monitor or otherwise supervise any area of the site other than the Display Area, except to insure: I) That any Spectator or Parking Area are outside the Display Area; and J) After completion of the Display, that the Display Area is cleared of any live fireworks debris originating from the program.
4. PURCHASER shall pay to EFI **Twelve Thousand Five Hundred Fifty Dollars (\$12,550.00), \$12,400.00 + \$100.00 Permit Fee + \$50.00 fuel surcharge. Any additional permit and/or inspection fees will be added.** A deposit of **\$5,000.00** must be paid by **March 21, 2016**. Full final payment is due within ten (10) calendar days after the date of the display. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of the display. PURCHASER, by signing this agreement, authorizes EFI to receive and verify financial information concerning PURCHASER from any person or entity.
5. PURCHASER agrees to assume the risk of weather, or causes beyond the control of EFI which may prevent the display from being safely discharged on the scheduled date, which may cause the cancellation of any event for which PURCHASER has purchased the display, or which may or effect or damage such portion of the exhibits as must be placed and exposed a necessary time before the display. It shall be within EFI's sole discretion to determine whether or not the display may be safely discharged on the scheduled date and at the scheduled time. If for any reason beyond EFI's control, including, without limitation, inclement weather, EFI is unable to safely discharge the display on the scheduled date or should any event for which PURCHASER has purchased the display be canceled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date. PURCHASER further agrees to pay EFI for any reasonable additional expenses made necessary by this postponement. If they are unable to agree on a new display date, EFI shall be entitled to liquidated damages from PURCHASER as if PURCHASER had canceled the display on the date set for the display, as provided in the following paragraph.
6. PURCHASER shall have the option of unilaterally canceling this display prior to the date of the display. If PURCHASER exercises this option, PURCHASER agrees to pay EFI, as liquidated damages, the following percentages of the agreed contract price: 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the display, 2) 50% if cancellation occurs within two (2) days of the actual date set for the display, 3) 75% if the cancellation occurs on the date set for the display but prior to the time physical set-up of the display actually begins, 100% thereafter. If cancellation occurs prior to the date of the display, PURCHASER agrees to pay EFI, in addition to the above percentages, the reasonable value associated with any specific custom work performed by EFI or it's agents including but not limited to music, narration tape, production and/or sponsor logo.

7. In the event the PURCHASER cancels the display, it will be impractical or extremely difficult to fix the actual amount of EFI's damages. The foregoing represents a reasonable estimate of the damages EFI will suffer if PURCHASER cancels the display.
8. EFI reserves the ownership rights and trade names used in or a product of the pyrotechnic display to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of EFI is prohibited.
9. EFI agrees to furnish insurance coverage in connection with the display only, for the following risks and amounts: bodily injury and property damage, including products liability **THREE MILLION DOLLARS (\$3,000,000)** combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of EFI in performing the Display provided for in this Agreement. Such insurance afforded by EFI shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by it's employees, agents, or independent contractors, to perform it's obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement: B) Failure of the PURCHASER to provide discretionary spectator and parking areas referred to in paragraph 3 of this Agreement. PURCHASER shall indemnify and hold EFI harmless from all claims and suits made against EFI for bodily injury or property damage arising from A) and B) of the paragraph.
10. If any legal action is brought to enforce or interpret the terms or provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled. This agreement shall be interpreted under the laws of the State of Washington. It is further agreed that if the courts of the State Of Washington shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or the performance of the display provided for herein. It is further agreed that the Superior Court of Thurston County, Washington, shall be the proper venue for any such action.
11. In the event EFI breaches this agreement, or is otherwise negligent in performing the fireworks display provided herein, PURCHASER shall, under no circumstances be entitled to recover monetary damages from EFI beyond the amount PURCHASER agreed to pay EFI under this agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from EFI including, without limitation, for loss of income, business, or profits. Nothing in the paragraph shall be construed as a modification or limit to the insurance afforded in paragraph 9) above.
12. It is agreed, nothing in this Agreement or in EFI's performance of the display provided for herein, shall be construed as forming a partnership or joint venture between PURCHASER and EFI. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this agreement are in writing and may only be modified by written agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written agreement only.
13. Any notice to the parties required under this agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: ENTERTAINMENT FIREWORKS, INC., P.O. Box 7160, Olympia, Washington 98507. PURCHASER's address shall be **Aberdeen Splash Festival, 200 East Market Street, Aberdeen WA 98520, Attn: Doug Farmer.**
14. If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this agreement. This agreement shall become effective after it is executed and accepted by the PURCHASER and then after it is executed by EFI at EFI's offices in Olympia, Washington. This agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators, and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is accepted as full performance.

SIGNED ON THIS DATE _____ . Pricing herein is firm through **March 21, 2016.**

FOR PURCHASER: Aberdeen Splash Festival – Program A;

Display Date: 7/4/16

X _____

 Print

Title: _____

FOR ENTERTAINMENT FIREWORKS, INC.

X _____

Title: _____

Entertainment Fireworks, Inc.**DEPOSIT INVOICE**

PO Box 7160
Olympia WA 98507-7160
Phone 360-352-8911 Fax 360-352-0205

INVOICE #7/4/16 DEP INV
DATE: JANUARY 15, 2016

TO:

Attn: Doug Farmer
Aberdeen Splash Festival
200 East Market St
Aberdeen, WA 98520

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Deposit for July 4, 2016 Fireworks Display Deposit due w/Signed Display Agreement On or Before March 21, 2016 Thank You	\$5,000.00	\$5,000.00
		SUBTOTAL	\$5,000.00
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	\$5,000.00

Make all checks payable to Entertainment Fireworks, Inc.
If you have any questions concerning this invoice, contact 360-352-8911

Thank you for your business!

**CITY OF ABERDEEN
COMMITTEE REPORT**

Mr. Mayor:

Hon. Erik Larson

COPY

The Members of

Your Committee On:

Finance Committee and the Parks Director

In Reference To:

2016 Splash

Background:

The City of Aberdeen continues to contract with Clowns Unlimited to provide family interactive entertainment for the Splash Festival.

The Aberdeen Parks Department is requesting that the attached contract be approved with Clowns Unlimited to provide family interactive entertainment at Morrison Riverfront Park on July 4th from 12:00 to 5:00 p.m. The contract amount is \$4,415.21.

A signed agreement and a deposit for \$2,207.61 is due ASAP. Final payment is due in full prior to the day of the event.

The Parks and Recreation Department continues to raise funds through sponsorship to fund this activity and other Splash activities.

Reports and recommend as follows:

That the City Council authorizes the Mayor and Finance Director to sign the Clowns Unlimited contract and remit the required payment at the appropriate time.

Stacie Barnum, Parks & Recreation

Denny Lawrence, Chair

Jeff Cook, Vice Chair

Reported: March 9, 2016

Alice Phelps

Adopted:

Kathi Prieto



Clowns Unlimited, Inc.
 PO Box 6177, Kent, WA 98064
 Phone: (206)763-3236
 Fax: (253)872-2904
 www.clownsunlimited.com
 Seattle@clownsunlimited.com

Order No: 1302345
 Order Date: 2/24/2016



National Event Pros
 Making a difference in how you celebrate!

COPY

Client Information

City of Aberdeen
 Doug Farmer
 200 East Market St
 Aberdeen, WA 98520
 Home Phone:
 Work Phone: (360) 537-3230
 Cell Phone: (360) 581-1556

Event Information

4th of July City event
 City Park
 1401 Sargent Blvd
 Aberdeen, WA 98520

Event Date/Time:
 Mon, Jul 4, 2016 12:00pm -
 Mon, Jul 4, 2016 5:00pm

Surface type: Grass - Allow Stakes
 Delivery Method: Fully Staffed

Name	Qty	Total
UnderSea 5 in 1 Combo -	1	\$550.00
Insurance Certificate (Additional) -	1	\$75.00
Generator 6000W Rental -	3	\$300.00
All-Star Obstacle Course -	1	\$800.00
25' Victory Lap Dual Lane Slide -	1	\$1,100.00
24' Rockwall (4 Station) -	1	\$995.00
Chair Rental - Black Plastic Folding (CU) -	2	\$0.00
Additional Hours -	1	\$250.00
Customer Appreciation Discount -	1	\$0.00

Order subtotal		\$4,070.00
Delivery		\$300.00
Damage Waiver		\$0.00
Staff Cost		\$0.00
Discount		\$300.00
Sales Tax	8.630%	\$345.21
Total		\$4,415.21
Amount Paid		\$0.00
Balance Due		\$4,415.21

Additional Notes:

Lessee will:

1. Provide 5 110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 1 adult volunteer(s) to operate the activities.

CLOWNS UNLIMITED STANDARD TERMS AND CONDITIONS

Invoice #1302345

Thank you for choosing Clowns Unlimited, Inc. (referred to below as "Clowns Unlimited" or "we"). Unless modified by mutual written agreement these Terms and Conditions are an integral part of our proposal and apply to all Attraction Equipment, Performers and Services provided to you by Clowns Unlimited. We ask that you review the Invoice, these Terms and Conditions and any Supplemental Terms provided and raise any questions prior to accepting your proposals.

1. **Proposal; Payment.** The accompanying Invoice sets forth our proposal for the Attraction Equipment, Performers and Services

agreement of the parties, and supersede any previous understandings and agreements between the parties, whether oral or written.

CLOWNS UNLIMITED SITE REQUIREMENTS RIDER

Your invoice proposal and the Site Requirements Rider set out specific space, electrical and other site requirements for your event location. It is your responsibility to ensure that the site and area for Attractions are adequate for Clowns Unlimited's Attraction equipment, including staging, height and run-up areas for the games. Clowns Unlimited is not responsible for areas in which the Attraction equipment will not fit, or for any surfaces which may be worn or flattened by use of the equipment. For your guests' safety, the area should be level, free of rocks and any objects or debris which may interfere with the use of or cause damage to any Attraction equipment. Grass or cement is recommended; dirt, mud, gravel and beauty bark are not allowable surfaces.

Please review these requirements carefully and address any questions to Clowns Unlimited at least 21 days prior to your event.

- a. **Electrical Requirements.** Electrical requirements for each Attraction are specified in your Invoice. Clowns Unlimited is not responsible for inadequate power supplied at your site. If adequate electrical service is not available, Clowns Unlimited may be able to provide a generator for an additional fee. No refunds will be given for Attraction equipment that is unusable because adequate power supply is not available or prearranged. For inflatable Attractions, electrical supply must be located within 70 feet of the inflation fan. Washington State regulations (WAC 296-403-240) prohibits the use of extension cords for inflatable Attractions. Please consult with your Site Owner regarding your event's specific electrical requirements so that adequate power is ensured.
- b. **Space Requirements.** It is your responsibility to ensure the event area is adequate for the Attraction equipment dimensions. The area required for each piece of Attraction equipment is specified in the Invoice. Sufficient space and access must be available for all Attraction equipment. Barriers to load-in, involving stairs, elevators, difficult access to loading docks and narrow doors may cause delays with setup or prevent delivery, setup or use of our Attraction equipment.
- c. **Performers.** It is your responsibility to provide suitable set-up and dressing areas for any Performers, as indicated in your Invoice proposal.
- d. **Inflatable Attractions.** An additional four-foot minimum perimeter must be allowed for any inflatable Attraction for user safety. Special attention should be paid to the surface area where the inflatable attraction will be placed to avoid damage to the Attraction. Electrical supply must be located within 70 feet of the inflation fan. Washington State regulations (WAC 296-403-240) prohibits the use of extension cords for inflatable Attractions.
- e. **Water Attractions.** Our water attractions do not contain any water filtration or water cleaning system. It is your responsibility to maintain water cleanliness. Water should come from the tap (i.e., drinking water) or other treated water source. To prevent contamination, water should be drained and refilled every four hours while the Attraction is in use. Water Attractions should never be left unattended.

I have read and understand the terms of this Invoice, the Standard Terms and any additional attached documents identified herein and agree to be bound by them. I further warrant and represent that I am either the client named above or authorized to act on the client's behalf as their agent.

Date: _____ Client Signature: _____ Client Name: Doug Farmer

Invoice: #1302345

**CITY OF ABERDEEN
COMMITTEE REPORT**

COPY

Mr. Mayor: Hon. Erik Larson

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

In Reference To: 2016 Splash

Background:

The City of Aberdeen continues to contract with Leapfrog Entertainment to provide entertainers for the Splash Festival.

The Aberdeen Parks Department is requesting that the attached contract be approved with Henrik Bothe to provide a family entertainment show at Morrison Riverfront Park on July 4th at 12:30 p.m. The contract amount is \$700.

A signed agreement is due ASAP with payment due in full on the day of the show.

The Parks and Recreation Department continues to raise funds through sponsorship to fund this activity and other Splash activities.

Reports and recommend as follows:

That the City Council authorizes the Mayor and Finance Director to sign the Henrik Bothe contract and remit the required payment at the appropriate time.

Stacie Barnum, Parks & Recreation

Denny Lawrence, Chair

Jeff Cook, Vice Chair

Reported: March 9, 2016

Alice Phelps

Adopted:

Kathi Prieto



Engagement Agreement

P.O. Box 686 • Edmonds, Washington 98020 • (425) 774-4098 • info@leapfrog-entertainment.com

1. Agreement made this 18th day of February, 2016

between **Henrik Bothe**

(Leader or Spokesperson/ Name of Unit/ herein referred to as Artist)

and **City of Aberdeen Parks & Recreation, Attn: Doug Farmer**

(Name of Establishment, Purchaser)

COPY

2. Date(s); Starting and Finishing Times of Engagement:

Date: **7/4/2016**

Time: **12:30pm**

3. Location of Engagement: **Morrison Park - Aberdeen, WA**

Contact person: **Doug Farmer**

Venue phone number: **(360) 537-3230**

4. Job Description: **One (1) forty-five minute performance.**

5. Contract Price: **\$700.00**

6. Purchaser will make payment as follows:

\$700.00 payable to Henrik Bothe on 7/4/16.

Tax ID number: **536-19-0108**

7. Artist(s)-Independent Contractor:

(a) Artist executes this Agreement as an independent contractor and shall at all times have complete supervision, direction and control over the services of the personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. (b) Artist executes this agreement as an independent contractor, not as an employee of the purchaser. Responsibility for the appropriate payments of payroll taxes and charges under applicable federal and local law will be assumed by Artist.

8. Special Provisions: **Purchaser to provide a sound system.**

(a) The recording, reproduction, or transmission of performance is prohibited absent written consent of Artist. (b) The court and authorities of the State of Washington and the Federal District Court of the State of Washington shall have jurisdiction over all controversies which may arise with respect to the enforcement of all rights under this agreement, including those of agent, the parties hereby expressly waiving any other venue to which they might be entitled by virtue of domicile or otherwise. Purchaser and Artist hereby agree and consent to be subject to the jurisdiction of such courts and any order that may be issued by such courts in reference to this Engagement Agreement. The parties understand and agree that this provision is a material provision of this Agreement, that is a part of the consideration involved in entering into this agreement, and that Artist and Purchaser would not have entered into this agreement except for inclusion of this provision herein.

9. Agent Provision:

(a) Artist and Purchaser acknowledge that this contract is between Artist and Purchaser and that agent shall not be liable for default of Purchaser or the default or non-performance of Artist. (b) Unless otherwise specified, engagement price includes 14.3% agents commission, and shall be held in trust as a fiduciary by Artist for delivery to agent. Artist agrees commissions are due and owing the above agency's address at the end of each week, and if not paid to the agency within 7 days of due date 1) they shall be considered delinquent and bear 1.5 % interest per month computed as of the due date, and 2) at the written request of agent, present purchaser is authorized to withhold from Artist any commission and interest due LeapFrog Entertainment. If litigation is necessary for collection, attorney's fees shall be paid by debtor unless prohibited by applicable state and local law. (c) In the event Artist(s) is rebooked into this or any establishment represented by the purchaser within thirteen months from the termination of this agreement, Artist and purchaser agree to be jointly and severally liable for payment to agent for the commission at the rate as provided under this

10. Commencement of engagement together with physical delivery of this contract is deemed to be a verification of an oral agreement and acceptance of all terms by all parties.

City of Aberdeen Parks & Recreation

Purchaser's Name

Henrik Bothe

Artist's Name

Signature of Purchaser

200 East Market St.

Address

Signature of Leader

P.O. Box 686

Address

Edmonds, WA 98020

City, State, Zip

(425) 774-4098

Telephone

Aberdeen, WA 98520

City, State, Zip

(360) 537-3230

Telephone

Agent: **RS**

**CITY OF ABERDEEN
COMMITTEE REPORT**

COPY

Mr. Mayor: Hon. Erik Larson

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

In Reference To: 2016 Splash

Background:

The City of Aberdeen continues to contract with Leapfrog Entertainment to provide entertainers for the Splash Festival.

The Aberdeen Parks Department is requesting that the attached contract be approved with Adam Johnson to provide a family entertainment show at Morrison Riverfront Park on July 4th at 2:00 p.m. The contract amount is \$700.

A signed agreement is due ASAP with payment due in full on the day of the show.

The Parks and Recreation Department continues to raise funds through sponsorship to fund this activity and other Splash activities.

Reports and recommend as follows:

That the City Council authorizes the Mayor and Finance Director to sign the Adam Johnson contract and remit the required payment at the appropriate time.

Stacie Barnum, Parks & Recreation

Denny Lawrence, Chair

Jeff Cook, Vice Chair

Reported: March 9, 2016

Alice Phelps

Adopted:

Kathi Prieto



Engagement Agreement

P.O. Box 686 • Edmonds, Washington 98020 • (425) 774-4098 • info@leapfrog-entertainment.com

COPY

1. Agreement made this 19th day of February, 2016
 between **Adam the Great, Adam Johnson**
(Leader or Spokesperson/ Name of Unit/ herein referred to as Artist)
 and **City of Aberdeen Parks & Recreation, Attn: Doug Farmer**
(Name of Establishment, Purchaser)
2. Date(s); Starting and Finishing Times of Engagement:
 Date: **7/4/2016** Time: **2:00pm**
3. Location of Engagement: **Morrison Park - Aberdeen, WA**
 Contact person: **Doug Farmer** Venue phone number: **(360) 537-3230**
4. Job Description: **One (1) forty-five minute performance.**
5. Contract Price: **\$700.00**
6. Purchaser will make payment as follows:
\$700.00 payable to Adam Johnson on 7/4/16. Tax ID number: **46-1873230**
7. Artist(s)-Independent Contractor:
 (a) Artist executes this Agreement as an independent contractor and shall at all times have complete supervision, direction and control over the services of the personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. (b) Artist executes this agreement as an independent contractor, not as an employee of the purchaser. Responsibility for the appropriate payments of payroll taxes and charges under applicable federal and local law will be assumed by Artist.
8. Special Provisions: **Purchaser to provide a sound system.**
 (a) The recording, reproduction, or transmission of performance is prohibited absent written consent of Artist. (b) The court and authorities of the State of Washington and the Federal District Court of the State of Washington shall have jurisdiction over all controversies which may arise with respect to the enforcement of all rights under this agreement, including those of agent, the parties hereby expressly waiving any other venue to which they might be entitled by virtue of domicile or otherwise. Purchaser and Artist hereby agree and consent to be subject to the jurisdiction of such courts and any order that may be issued by such courts in reference to this Engagement Agreement. The parties understand and agree that this provision is a material provision of this Agreement, that is a part of the consideration involved in entering into this agreement, and that Artist and Purchaser would not have entered into this agreement except for inclusion of this provision herein.
9. Agent Provision:
 (a) Artist and Purchaser acknowledge that this contract is between Artist and Purchaser and that agent shall not be liable for default of Purchaser or the default or non-performance of Artist. (b) Unless otherwise specified, engagement price includes 14.3% agents commission, and shall be held in trust as a fiduciary by Artist for delivery to agent. Artist agrees commissions are due and owing the above agency's address at the end of each week, and if not paid to the agency within 7 days of due date 1) they shall be considered delinquent and bear 1.5 % interest per month computed as of the due date, and 2) at the written request of agent, present purchaser is authorized to withhold from Artist any commission and interest due LeapFrog Entertainment. If litigation is necessary for collection, attorney's fees shall be paid by debtor unless prohibited by applicable state and local law. (c) In the event Artist(s) is rebooked into this or any establishment represented by the purchaser within thirteen months from the termination of this agreement, Artist and purchaser agree to be jointly and severally liable for payment to agent for the commission at the rate as provided under this
10. Commencement of engagement together with physical delivery of this contract is deemed to be a verification of an oral agreement and acceptance of all terms by all parties.

City of Aberdeen Parks & Recreation
Purchaser's Name

Adam the Great
Artist's Name

Signature of Purchaser
200 East Market St.
Address

Signature of Leader
P.O. Box 686
Address

Aberdeen, WA 98520
City, State, Zip

Edmonds, WA 98020
City, State, Zip

(360) 537-3230
Telephone

(425) 774-4098
Telephone

Agent: **RS**

CITY OF ABERDEEN LEGISLATIVE DEPARTMENT

HONORABLE MAYOR: Erik Larson

THE MEMBERS OF
YOUR COMMITTEE ON: Public Works

TO WHOM WAS REFERRED: Community Development Department

RE: 2015 Active Living and Transportation Master Plan

Reports and Recommends as Follows: Aberdeen Staff in partnership with Grays Harbor County Health Department are pleased to present the 2015 Active Living and Transportation Master Plan for your approval.

It is recommended that the Mayor and City Council approve the 2015 Active Living and Transportation Master Plan.



Lisa Scott, Director
Community Development

Public Works Chair

Vice Chair

Reported March 8, 2016

Council Member

Adopted March 8, 2016

Council Member

City of Aberdeen, WA

2015

Active Living and Transportation Master Plan



Full copy of plan available at
City Hall upon request

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A COMPLETE STREETS POLICY FOR THE CITY OF ABERDEEN AND ADDING A NEW CHAPTER 12.02 TO THE ABERDEEN MUNICIPAL CODE.

WHEREAS, designing streets that provide safe mobility for all travelers, not just motor vehicles, is at the heart of a new approach to envisioning and building surface transportation facilities known as "complete streets";

WHEREAS, according to the National Complete Streets Coalition, established in 2005, complete streets are those designed and operated to enable safe access and travel for pedestrians, bicyclists, motorists, transit users, and travelers of all ages and abilities;

WHEREAS, adoption of a "complete streets policy" will provide city planners and engineers with clear direction to develop on-the-ground solutions that promote multi-modal transportation;

WHEREAS, the Federal Highway Administration (FHWA) and the federal Interagency Partnership for Sustainable Communities (a joint endeavor involving the U.S. Department of Transportation, U.S. Department of Housing and Urban Development, and U.S. Environmental Protection Agency) support the development of "complete streets";

WHEREAS, the Aberdeen Planning Commission has reviewed and recommended adoption of a "Complete Streets Policy" that promotes active living, good health, and tourism;
NOW, THEREFORE,

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

SECTION 1. NEW CODE CHAPTER ADOPTED. The following chapter 12.02 "Complete Streets Policy" is hereby added to the Aberdeen Municipal Code:

12.02.010 Purpose.

The city of Aberdeen shall, to the maximum extent practical, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities in all new construction, retrofit or reconstruction projects. Cost-effective

opportunities to include complete streets practices shall be identified by the city as part of the standard operations and maintenance of city streets.

12.02.020 Exceptions.

Facilities for pedestrians, bicyclists, transit users, and people of all abilities are not required to be provided when:

- A. A documented absence of current or future need exists;
- B. Nonmotorized uses are prohibited by law;
- C. Routine maintenance of the transportation network is performed that does not change the roadway geometry or operations, such as mowing, sweeping and spot repair;
- D. The cost would be disproportionate to the current need or probable future uses;
- E. In instances where a documented exception is granted by the mayor.

12.02.030 Complete streets infrastructure.

The city shall incorporate complete streets infrastructure into existing public and private streets, as feasible, to create a comprehensive, integrated, connected transportation network for Aberdeen that balances access, mobility, health and safety needs of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities, ensuring a fully connected, integrated network that provides transportation options. "Complete streets infrastructure" means design features that contribute to a safe, convenient, or comfortable travel experience for users, including but not limited to features such as: sidewalks; shared use paths; bicycle lanes; automobile lanes; paved shoulders; street trees and landscaping; planting strips; curbs; accessible curb ramps; bulb outs; crosswalks; refuge islands; pedestrian and traffic signals, including countdown and accessible signals; signage; street furniture; bicycle parking facilities; public transportation stops and facilities; transit priority signalization; traffic calming devices such as rotary circles, traffic bumps, and surface treatments such as paving blocks, textured asphalt, and concrete; narrow vehicle lanes; raised medians; and dedicated transit lanes.

12.02.040 Goals to foster partnerships.

It is a goal of the city of Aberdeen to foster partnerships with all Washington State transportation funding agencies including the Washington State Department of Transportation (WSDOT), the Federal Highway Administration, Grays Harbor County, Aberdeen School District, citizens, businesses, interest groups, neighborhoods, and any funding agency to implement the complete streets ordinance.

12.02.050 Best practice criteria.

The mayor or the mayor's designee shall modify, develop and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction, and operations including but not limited to the latest editions of American Association of State Highway Transportation Officials (AASHTO), Institute of

Transportation Engineers (ITE) and National Association of City Transportation Officials (NACTO) while reflecting the context and character of the surrounding built and natural environments and enhance the appearance of such.

12.02.060 Performance standards.

The city of Aberdeen shall adopt performance standards with measurable benchmarks to continuously evaluate the complete streets ordinance for success and opportunities for improvement. Performance standards may include transportation and mode shift, miles of bicycle facilities or sidewalks, public participation, number of ADA accommodations built, and number of exemptions from this policy approved.

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 _____, 2016.

Erik Larson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director