



ABERDEEN CITY COUNCIL

March 23, 2016

COUNCIL MEETING AGENDA

7:15 PM – 3rd Floor, City Hall

COMMITTEE OF THE WHOLE

- A. Guest Speakers
 - 1. Officer Dale Retirement 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 Finance Director recommending that the Mayor and Finance Director be authorized to execute the 2016 Municipal Services Agreement with ARM.
- VI. PUBLIC WORKS
 - A. Committee Chair Report
 - B. Reports & Communication
 - 1. Report from Public Works and Public Works Director recommending that the Mayor be authorized to execute the contract with KPFF in regards to the North Shore Levee.
 - C. Ordinances
 - 1. Second reading and date of public hearing 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.
 - 2. First reading of Bill No. 16.02 relating to the establishment of a Hearing Examiner System for land use decisions, adding a new Chapter 2.30 to the AMC and amending certain sections.

VII. PUBLIC SAFETY

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

VIII. SPECIAL AGENDA ITEMS

- A. Executive Session
 - 1. Executive session to discuss matters regarding potential property purchase.

IX. CITY COUNCIL COMMENT PERIOD

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

XI. EXECUTIVE SESSION

Adjourn to Committee Room

Presentation of 2015 Operating Results by Finance Director

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

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mayor: Erik Larson

**The Members of Your
Committee on:** Finance and the Finance Director

To whom was Referred: **2016 Municipal Services Agreement with ARM**

Reports and Recommends as Follows: The Tim and Lisa Quigg Fund, held by the Grays Harbor Community Foundation, has awarded a grant to the city in the amount of \$25,000 to fund the 2016 Aberdeen Revitalization Movement (ARM) Operating Budget. The grant was awarded as a “pass through” because ARM does not have a current IRS 501(c)(3) certification as a tax exempt organization. The city can accept the intended donation to ARM but must require that ARM furnish municipal services as a condition of receiving the funds from the city.

The attached Municipal Services Agreement identifies qualified municipal services and includes standard non-discrimination and accountability provisions. It also provides for a \$10,000 reimbursement from ARM to the city to cover the local match advanced by the city for the CERB Gateway Center Redevelopment Project Grant.

It is recommended that the Mayor and Finance Director be authorized to execute the attached agreement.

Kathryn Skolrood
Finance Director

Council member

Council member

Reported March 23, 2016

Council member

Adopted _____, 2016

Council member

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 **ABERDEEN REVITALIZATION MOVEMENT**, a non-profit corporation, hereinafter referred to as the “**AGENCY**”.

WHEREAS, the **CITY** desires to have certain services performed, as hereinafter set forth, and the **AGENCY** represents that it is qualified and possesses sufficient skills and the necessary capabilities 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 services and promote community action, consistent with its corporate Vision Statement to achieve “a downtown that is constantly alive and filled with people; a downtown that is the region’s common ground, the ‘neighborhood’ everyone owns” and its Mission Statement to “improve the vitality of downtown to create an exciting place to work, live, and play.” In particular, services under this agreement include **AGENCY**’s primary 2016 goal of working with the **CITY** and state to create the capacity to host a state accredited Main Street program. In addition, services to be performed under this Agreement include activities in support of the 2014 Three Year Action Plan developed by **CITY** and **AGENCY** and similar community activities consistent with **AGENCY**’S Vision and Mission Statement.

2. **REPORTING REQUIREMENTS.** The **AGENCY** shall submit periodic reports as required by the **CITY** which shall 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 1, 2016, and shall terminate on December 31, 2016.

4. **COMPENSATION, REIMBURSEMENT, AND METHOD OF PAYMENT.** The **CITY** has accepted a grant from the Tim and Lisa Quigg Fund held by Grays Harbor Community Foundation in the amount of \$25,000 to fund **AGENCY**’S operations in 2016. **AGENCY** acknowledges that funding of this Agreement is provided from a grant from the Grays Harbor Community Foundation and agrees that its use of grant funds shall comply with any restrictions imposed by the grant.

AGENCY acknowledges that its operating budget for 2016 includes **AGENCY**’S obligation to provide the local match for the CERB Gateway Center Redevelopment Project Grant and that \$10,000 of the \$25,000 grant is intended to reimburse **CITY** for its payment of the local match. **AGENCY** authorizes **CITY** to retain \$10,000 of the total Tim and Lisa Quigg Fund grant as reimbursement for **CITY**’S payment of the local match.

CITY acknowledges that it has reviewed the 2016 Operating Budget prepared by **AGENCY** (as revised February 19, 2016) and agrees that a lump sum payment to **AGENCY** in the amount of \$15,000 payable within 14 days of execution of this Agreement is consistent with the intent of the grant from the Tim and Lisa Quigg Fund to provide full funding for **AGENCY**’S

2016 Operating Budget and will support the efficient delivery of AGENCY services to be performed under this Agreement.

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.** 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 CITY and all its officers agents, employees, or otherwise, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the CITY which result from, arise out of, or are in any way connected with the services to be performed by the AGENCY under 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.

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, 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. Repayment by the AGENCY of funds under this recapture provision shall occur within thirty (30) days of demand. In the event the CITY is required to institute legal proceedings to enforce the recapture provision, the CITY shall be entitled to its costs thereof, including reasonable attorneys' fees.

11. **NOTICE AND CONTRACT ADMINISTRATION.** The contract administrator for the CITY for this Agreement shall be the City Finance Director. 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
200 East Market Street
Aberdeen, WA 98520
Attention: Lisa Scott, Community Development Director

AGENCY: Aberdeen Revitalization Movement
Post Office Box 1593
Aberdeen, WA 98520
Attention: Brian Little, President

provided that the addresses hereinabove specified may be changed by either party 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: _____

**ABERDEEN REVITALIZATION
MOVEMENT**

CITY OF ABERDEEN

By _____

By _____
Erik Larson, Mayor

By _____

Attest: _____
Kathryn Skolrood, Finance Director

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Erik Larson

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

TO WHOM IT WAS REFERRED: Approval to enter into agreement for engineering services for North Shore Levee project.

REPORTS AS FOLLOWS: The City, as part of the Chehalis River Basin Flood Authority, has received a state allocation in the amount of \$988,000.00 to be utilized to complete a document and design package to submit to the Federal Emergency Management Agency (FEMA) for a Conditional Letter of Map Revision (CLOMR) The basis of the document and design package will be a levee built around the community and tying into natural high ground on the Wishkah River to the East and the Hoquiam River to the West. An interior drainage analysis will identify necessary pump stations and conveyance improvements to drain the areas inside the levee. Designs will be preliminary in nature for the CLOMR review with final design, construction documents, and construction permitting occurring during a subsequent phase of work.

The project was initially started under a smaller scope of work called the North Side Levee which would not have offered the comprehensive flood protection that this re-scoped project offers. This project is the first step in the re-scoped project that will result in a flood map revision benefiting the communities of Aberdeen and Hoquiam, both for flood protection and flood insurance rates.

Statements of qualifications for engineering services were solicited and received by Public Works for the previous levee design project (North Side Levee) and KPFF Consulting Engineers out of Lacey, Washington assembled a qualified team and summarized a thorough approach to completing the project on the proposed timeline. Re-scoping of the original project makes it necessary for a new contract proposal. The proposed contract is on a WSDOT Standard Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement form.

THEREFORE, IT IS RECOMMENDED: That the Mayor be authorized to sign the Local Agency Standard Consultant Agreement with KPFF Consulting Engineers.

Rick Sangder
Public Works Director

Reported _____, 2016

Adopted _____, 2016

Kathy Hoder, Chair

Tawni Andrews, Vice-Chair

Alan Richrod, Member

Dee Anne Shaw, Member

16 - 03

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

16 - 02

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE ESTABLISHMENT OF A HEARING EXAMINER SYSTEM FOR LAND USE DECISIONS, ADDING A NEW CHAPTER 2.30 TO THE ABERDEEN MUNICIPAL CODE AND AMENDING SECTIONS [INSERT].

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

SECTION 1. NEW CODE CHAPTER ADOPTED. The following Chapter 2.30 "Land Use Hearing Examiner" is hereby added to the Aberdeen Municipal Code:

**Chapter 2.30
LAND USE HEARING EXAMINER**

Sections

- 2.30.010 Purpose.
- 2.30.020 Hearing examiner - Creation.
- 2.30.030 Appointment – Confirmation – Removal – Contract.
- 2.30.040 Qualifications.
- 2.30.050 Term.
- 2.30.060 Conflict of interest – Ex parte contact.
- 2.30.070 Hearing examiner – authority and duties.
- 2.30.080 Applications.
- 2.30.090 Report by city staff.
- 2.30.100 Public hearing.
- 2.30.110 Hearing examiner's decision and recommendation.
- 2.30.120 Reconsideration.
- 2.30.130 Appeal of hearing examiner's decision.
- 2.30.140 Hearing examiner's annual report.

2.30.010 Purpose.

The purpose of this chapter is to provide an administrative land use regulatory system which will separate the city's land use regulatory function from its land use planning function; ensure and expand the principles of fairness and due process in public hearings; and provide an efficient and effective land use regulatory system which integrates the public hearing and decision-making processes for land use matters.

2.30.020 Hearing examiner – Creation.

The office of the hearing examiner is created by the city council. The hearing examiner shall interpret, review and implement land use regulations, hear appeals from orders, recommendations, permits, decisions or determinations made by a city official as set forth in this chapter, and review and hear other matters as provided for in this code and other ordinances. The term “hearing examiner” shall likewise include the hearing examiner pro tem.

2.30.030 Appointment – Confirmation – Removal – Contract.

The hearing examiner shall be appointed by the mayor, subject to confirmation by the city council. An examiner may be removed from office at will and without cause by the mayor; however, such removal shall not affect the ability of the examiner to complete any cases for which he or she has already undertaken the hearing. The examiner may be retained under a professional services contract for a specified term on conditions determined by the mayor. The contract may also provide for examiners pro tem to serve in the absence of the examiner under such terms and conditions deemed appropriate by the mayor.

2.30.040 Qualifications.

Hearing examiners and hearing examiners pro tem shall be appointed solely with regard to their qualifications for the duties of their office and will have such training and experience as will qualify them to conduct administrative or quasi-judicial hearings on regulatory enactments and to discharge the other functions conferred upon them. Hearing examiners shall hold no other elective or appointive office or position with the city.

2.30.050 Term.

The term of appointment for the hearing examiner shall be for a period not to exceed four years, subject to termination as provided in AMC 2.30.040, and shall be coterminous with the term of the mayor. Hearing examiners pro tem may be appointed for such terms and functions as the mayor deems appropriate.

2.30.060 Conflict of interest – Ex parte contact.

A. No hearing examiner shall conduct or participate in any hearing, decision or recommendation in which the hearing examiner has a direct or indirect substantial financial or familial interest, or concerning which the hearing examiner has had substantial prehearing contacts with proponents or opponents. A hearing examiner shall abide by the applicable provisions of state law, including, without limitation, the appearance of fairness doctrine and the Aberdeen Municipal Code.

B. No person, including city officials, elective or appointive, shall attempt to influence a hearing examiner in any matter pending before him/her, except at a public hearing duly called for such purposes, or to interfere with a hearing examiner in the performance of his/her duties in any other way; provided, that this section shall not prohibit the city attorney

from rendering legal services to the hearing examiner upon request, or prohibit other persons or officials from responding in writing to requests for information from the hearing examiner; and further provided, that city officials or employees may, in the performance of their official duties, provide information for the hearing examiner or process a city case before the hearing examiner, when such actions take place or are disclosed in the hearing examiner's hearing or meeting.

2.30.070 Hearing Examiner – Authority and duties.

A. The hearing examiner shall hear and decide the following land use quasi-judicial applications:

1. Rezones which are not of general applicability (site-specific rezones).
2. Variances and conditional use permits.
3. Preliminary subdivisions and planned developments.
3. Shoreline substantial development permits subject to quasi-judicial review, shoreline variances, and shoreline conditional use permits.

B. The hearing examiner shall hear and decide appeals alleging an error in administrative decisions or determinations made under the zoning code or any other development regulations under AMC Title 14 (Environmental Regulations), Title 16 (Subdivisions), and Title 17 (Zoning).

C. The hearing examiner shall conduct public hearings and proceedings required by AMC Titles 14, 16, and 17, the city of Aberdeen Shoreline Master Program, and the State Environmental Policy Act (Chapter 43.21C RCW) and conduct such other hearings or meetings as the city council may from time to time deem appropriate; provided that the substantive SEPA decision and decisions on the associated actions shall be made by the officials designated in the Aberdeen Municipal Code.

2.30.080 Applications.

Applications for all matters to be heard by the hearing examiner shall be presented to the city staff, to be processed according to the applicable provisions of the AMC and the city of Aberdeen shoreline master program. The city staff shall be responsible for assigning a date for the public hearing for each application as required. The hearing examiner may consider two or more applications relating to a single project concurrently, and the findings of fact, conclusions and decision on each application may be covered in one written decision.

2.30.090 Report by city staff.

City staff shall coordinate and assemble the comments and recommendations of other applicable city officials and governmental agencies having an interest in the application, and shall prepare a report summarizing the factors involved, including recommendations and suggested findings and conclusions. At least seven calendar days prior to the scheduled hearing, the report shall be filed with the hearing examiner and copies thereof shall be mailed to the applicant and shall be made available to any interested party at the cost of reproduction.

2.30.100 Public hearing.

A. Before rendering a decision on any application, the hearing examiner shall hold at least one public hearing thereon, as applicable. Notice of the time and place of the public hearing shall be given as provided in the applicable city code governing the application.

B. The hearing examiner shall have the authority granted to administrative bodies and presiding officers under Chapter 2.18 AMC for the conduct of quasi-judicial hearings and may prescribe additional rules and regulations not inconsistent with Chapter 2.18 AMC.

2.30.110 Hearing examiner's decision and recommendation.

A. The hearing examiner's decision or recommendation shall contain the required elements of quasi-judicial final decisions in AMC 2.18.150.

B. At the conclusion of oral testimony at a public hearing, the hearing examiner may establish the date and time at which the public record will close. The public record may be extended beyond the public hearing for the purpose of allowing written testimony to be submitted. The extension shall not exceed 10 working days after the conclusion of oral testimony. All decisions of the hearing examiner shall be rendered within 10 working days after the date the public record closes.

C. The hearing examiner's decision shall be based upon the policies of the comprehensive planning documents of the city, shoreline master program, the standards set forth in the various development regulations of the city or any other applicable program adopted by the city council. When acting upon any of the above applications or appeals, the hearing examiner may grant or deny the application, or may attach reasonable conditions, modifications and restrictions found necessary to make the project compatible with its location and to carry out the goals and policies of the applicable comprehensive plan, shoreline master program, or other applicable plans or programs adopted by the city council.

D. The decision of the hearing examiner on all matters is final and conclusive, unless appealed to Grays Harbor County superior court as provided for in this code or the city of Aberdeen shoreline master program.

E. Upon issuance of the hearing examiner's decision, the city staff shall transmit a copy of the decision by first class mail to the last address provided to the city by the applicant and send a notice of the decision by first class mail to other interested parties requesting the same.

2.30.120 Reconsideration.

The procedures and requirements for a reconsideration of a decision of the hearing examiner shall be as established in AMC 2.18.160.

2.30.130 Appeal of hearing examiner's decision.

A. Appeals of actions of the Hearing Examiner are appealable to Grays Harbor County Superior Court pursuant to Chapter 36.70C RCW, except for shoreline permit actions, which are appealable to the State Shoreline Hearings Board pursuant to Chapter 90.58 RCW.

B. Notice of the appeal and any other pleadings required to be filed with the Court or the Shoreline Hearings Board shall be filed and served as required by the applicable statute.

C. The cost of transcribing and preparing all records ordered certified by the Court or the Shoreline Hearings Board or desired by the appellant for such appeal shall be borne by the appellant. The appellant will be provided copies of hearing tapes by the City and will be responsible for their transcription.

2.30.140 Hearing examiner's report.

A. The hearing examiner shall prepare an annual written report for the city council summarizing activities, actions and observations.

B. The hearing examiner shall meet with the city council as requested, for the purpose of reviewing reported observations, including a review of the policies contained in the comprehensive plans, shoreline master program, development regulations and the administration of these policies.

SECTION 2. CODE SECTION AMENDED. Ordinance [insert] , codified as AMC§§, is hereby amended to read as follows:

[reserved for code amendments necessary to implement Section 1]

SECTION 3. SAVINGS CLAUSE. Ordinance [insert], which is repealed by this ordinance, shall remain in force and effect until the effective date of this ordinance.

SECTION 4. 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 5. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 6. 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