



ABERDEEN CITY COUNCIL

March 13, 2019

COUNCIL MEETING AGENDA

7:00 PM – 3rd Floor, City Hall

COMMITTEE OF THE WHOLE – WILL BEGIN AT 7:00 PM TO ACCOMMODATE GUEST SPEAKER.

- A. Guest Speakers
- B. Department Heads
- C. Mayor's Report
- D. Non-Standing Committee Reports

COUNCIL MEETING

I. ROLL CALL

II. FLAG SALUTE

III. APPROVAL OF MINUTES

- A. February 13, 2019 (Approval tabled at 2/27/19 council meeting due to clerical errors.)
- B. February 27, 2019

IV. ADDITIONS / DELETIONS

V. PUBLIC COMMENT Re: Agenda Action Items (Indicated by *) (Please limit your comments to 3 minutes)

VI. FINANCE COMMITTEE

- A. Committee Chair Report
- B. Approval of expenditures
 - 1. Recommend approval of expenditures and payroll.
- C. Public Hearings
- D. Reports & Communications
 - *1. Report from Finance and the Interim Finance Director recommending that the City Council authorize the Public Works Director to negotiate and sign a contract with CIVICPLUS for website design, development, implementation and hosting that is not to exceed \$50,000.
 - *2. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor to sign the Agreement with Harbor Youth Soccer Club for use of our facilities.
 - *3. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor to sign the Agreement with Harbor Babe Ruth for use of our facilities.
 - *4. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor to sign the Agreement with Aberdeen Little League for use of our facilities.

- * 5. Report from Finance and the Parks Director recommending that the City Council authorize to sign the Agreement with Aberdeen Girls Softball Association for use of our facilities.

E. Ordinances

VII. PUBLIC WORKS

A. Committee Chair Report

B. Public Hearings

- 1. This is the date set for public hearing in regards to the 2019 Stormwater Management Program (SWMP) Plan.

C. Reports & Communication

- * 1. Report from Public Works and the Public Works Director recommending that the City Council pass a resolution setting a public hearing for the Transportation Benefit District 2019 Annual Project Plan on March 27, 2019.

D. Resolutions

- * 1. Resolution setting the date for a public hearing on the annual project plan for the Transportation Benefit District for the year 2019.

E. Ordinances

- 1. Second reading and public hearing of Bill No. 19-04 relating to stormwater regulations and group care living facilities as it relates to zoning, environmental regulations and streets, sidewalks and public places titles, amending Chapters 12.32, 12.48, 17.04, 17.60 and 17.88 of the Aberdeen Municipal Code, adding a new chapter 14.14.

VIII. PUBLIC SAFETY

A. Committee Chair Report

B. Reports & Communications

- * 1. Report from Public Safety and the Community Development Director recommending that the Mayor and City Council forward the request to the Aberdeen Planning Commission to look at adopting new regulations in the City Of Aberdeen's Zoning Code that define Human Service Facilities and locations of where this use can be permitted and report to City Council.

IX. SPECIAL AGENDA ITEMS

A. Reports & Communication

B. Proclamation

C. Resolutions

D. Appointments

- * 1. Appointments to Lodging Tax Commission Board.

- X. PUBLIC COMMENT PERIOD (Please limit your comments to 3 minutes)
- XI. CITY COUNCIL COMMENT PERIOD
- XII. EXECUTIVE SESSION

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

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR:

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

TO WHOM IT WAS REFERRED: To recommend a firm to provide Website Design & Development.

REPORTS AS FOLLOWS: The City advertised a Request for Proposals for Website Design & Development in October 2018. There were four responsive proposals submitted by reputable firms. The Human Resource Director, Fire Chief, Public Works Director and Police Department have all reviewed the proposals and rated them on the following attributes:

- Experience, skills and qualifications
- Merits of proposal, including scope and approach
- Timeline and proposed schedule
- Hosting and security
- Customer support, responsiveness, and timeliness
- References and prior experience with similar work

The website design and development firm, CIVICPLUS was determined to be the most qualified and met all required criteria.

IT IS RECOMMENDED: That the City Council authorize the Public Works Director to negotiate and sign a contract with CIVICPLUS for website design, development, implementation and hosting that is not to exceed \$50,000.

Corri Schmid,
Interim Finance Director

Peter Schave, Committee Chair

Jerrick Rodgers, Vice-Chair

Reported _____, 2019

Kathi Prieto, Member

Adopted _____, 2019

John Maki, Member

**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor: Hon. Erik Larson

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

In Reference To: Signing contract with Harbor Youth Soccer Club for facility
use

Reports and recommendations as follows:

The City of Aberdeen, Parks Department annually enters into an Agreement with Harbor Youth Soccer Club, a local 501c3 non-profit, for use of our facilities for youth soccer. This program is open to residents of Aberdeen and the surrounding area by providing soccer leagues for girls boys ages 5yrs and up.

Recommend as follows:

It is recommended that the City Council authorize the Mayor to sign the Agreement with Harbor Youth Soccer Club.

Stacie Barnum, Parks Director

Pete Schave, Chair

Jerrick Rodgers, Vice Chair

Reported: March 13, 2019

John Maki

Adopted: _____

Kathi Prieto

City of Aberdeen Park Use Agreement

Harbor Youth Soccer Club

An agreement between the City of Aberdeen, a Washington municipal corporation of the first class and Harbor Youth Soccer Club (HYSC), of Aberdeen, Washington, a non-profit Washington corporation, for the use of the Bishop Athletic Complex so HYSC may carry out its soccer program for the youth in the community. The City finds that HYSC, in serving youth of the community, provides a public service at large.

ARTICLE I - BACKGROUND

1. The City of Aberdeen (City) owns the Bishop Athletic Complex, a public park that, in addition to providing for general community park uses and areas for adult sports activities, also provides the home soccer fields for HYSC. HYSC has assisted in playing field improvements and upgrades to City facilities so children in the HYSC service area would be well served.
2. HYSC has a long tradition of positively serving children in the greater Aberdeen area by providing recreational opportunities through organized youth soccer activities. These activities are provided entirely by volunteers to include: coaches, managers, umpires, league officers, and concession operators. HYSC recognizes that the City incurs additional costs by providing these recreational activities to the community.
3. HYSC has requested this Park Use Agreement with the City assuring HYSC the use of the facilities at Bishop Athletic Complex for the term of this Agreement.

ARTICLE II - PURPOSE OF AGREEMENT

The purpose of this Agreement is to:

1. Provide the terms and conditions under which HYSC can continue to use the Bishop Athletic Complex for practice, league activities, and tournament play;
2. Define operational and maintenance responsibilities;
3. Identify responsibility for costs; and
4. Identify a process to provide improvements and upgrades.

ARTICLE III - EFFECTIVE DATE AND DURATION OF AGREEMENT

The term of this agreement shall be February 1st, 2019, through January 31st, 2020

ARTICLE IV - CONDITIONS OF USE

HYSC use of the Bishop Athletic Complex is allowed under the following conditions:

1. HYSC shall pay City an Annual Maintenance Fee of NINE HUNDRED FORTY THREE DOLLARS (\$943.00). Payment shall be issued upon execution of this Agreement. The "Department" will provide access to and preparation of the fields for matches at the Bishop Athletic Complex for HYSC during the 2019 Fall Season for the purpose of U-5 and older home matches and one invitational tourney (the tourney may be held during the fall or winter). Any additional matches will be allowed only with prior written approval of the Department and are subject to use fees as approved by the Aberdeen Parks Board. The current fee will be \$20.00 per additional match for a full field and \$15.00 per additional match for a modified field. Any matches not scheduled to be played

upon the designated soccer fields at the Bishop Athletic Complex will be charged the additional per match fees of \$20.00.

2. HYSC will be allowed to schedule their matches with the Department as the third priority user after Aberdeen High School and Grays Harbor Community College matches.

3. The third priority for scheduling use of the fields is for matches only. Practices will be allowed as long as they are coordinated with and approved by the Department and the designated HYSC official. Practice times will be on a set schedule and the HYSC must provide, to the department, a list of teams, coaches and proposed times of use in advance.

4. The City reserves the right to cancel practice times, matches, and tournaments if necessary for the upkeep and preservation of the field surfaces. The Department shall make reasonable efforts to provide advance notice to HYSC of cancellations or restrictions imposed to preserve field surfaces.

5. HYSC will be given exclusive use of the City's concession stand and storage areas of the building at the soccer area at the Bishop Athletic Complex. HYSC will be responsible for maintenance and repairs necessary from normal usage in those areas. HYSC shall be responsible for furnishing any and all equipment or supplies necessary for operating the concession stand and using the storage areas. Before any food is dispensed to the public from the concession stand, HYSC must receive an approved Health Department permit. The Department will provide Bishop Complex and Concession Stand keys to the league president, league scheduler, equipment manager and concession stand operator. These keys may not be loaned out nor given to anyone else. The Department may change the locks on the facilities at HYSC cost and restrict issuance of new keys if this provision is violated.

6. HYSC will be responsible for payment of its' electrical usage on the field lights and Concession Stand/Restroom/Storage Area. Until the Grays Harbor Public Utilities District installs a second service line, usage times will be monitored and then will be billed on a schedule as provided by the PUD.

7. HYSC will verify, and provide documentation to the City, that all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed by HB 1824, section 2. The "Zackery Lystedt Law" in Washington (RCW 26A.600.190) requires the consistent and uniform implementation of long and well-established return to play concussion guidelines: "a youth athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time" and "...may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider"(RCW 26A.600.190(3)(4)).

ARTICLE V - USE BY OTHERS

1. The City retains the right to schedule any other user group or activity as approved by the Aberdeen Parks and Recreation Department. Other user groups will be allowed to schedule match times on the soccer fields after the HYSC match and practice schedule has been approved by the Department. The schedules for other user groups will not be adjusted to accommodate changes requested by HYSC without the consent of the affected user group.

ARTICLE VI - PROPERTY

1. The City will make any necessary repairs or replacements during the term of this Agreement. The Department will replace any soccer field nets that are determined to be deficient due to safety issues. If HYSC requests that soccer nets be replaced for aesthetic reasons, HYSC will be billed for those costs.

2. All equipment, property, or improvements used to effectuate this Agreement, with the exception of concession stand inventory and supplies, shall become the sole property of the City unless otherwise expressly agreed in writing.

ARTICLE VII - IMPROVEMENTS

Facility improvements will not be installed or provided by HYSC without the prior written permission of the Department. This permission will be granted providing it can be shown the improvement will provide a benefit to all groups using the fields or spectator area and will not distract from the appearance and function of the park. HYSC shall assume the costs of installing and maintaining new improvements unless otherwise agreed, in writing, by the Department. Should an improvement be made without the permission of the Department, the City has the right to direct to HYSC to remove the improvement within 30 days at HYSC expense. If the improvement is not removed within 30 days, the City may remove the improvement and HYSC will be responsible to the City for all related costs.

ARTICLE VIII - MAINTENANCE

1. The City will mow, fertilize, line and repair the fields as part of its normal maintenance and operations of the Bishop Athletic Complex. HYSC will reimburse the City for field marking supplies associated with their matches.
2. HYSC is responsible for cleaning and normal maintenance of the Concession Stand and storage area. The City shall provide garbage disposal, water, sewer utilities and restroom maintenance.

ARTICLE IX - RULES, LAWS, AND ORDINANCES

1. HYSC agrees to abide by and uphold the ordinances of the City of Aberdeen, laws of the State of Washington, policies of the Aberdeen Parks and Recreation Department, and regulations adopted by the Aberdeen Parks Board regarding the public use of the Bishop Athletic Complex.
2. HYSC agrees to abide by the regulations and ordinances of Grays Harbor County and the laws of the State of Washington which regulate the operation of food and beverage serving facilities.

ARTICLE X - ADVERTISING AND SIGNAGE

All advertising and signage shall be subject to the prior written approval of the Department. All advertising and signage must be removed and stored, out of sight, at the end of the playing season.

ARTICLE XI - RIGHT TO ENTER

The City shall have the right to enter City facilities used by HYSC at any reasonable time, and for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

ARTICLE XII - TERMINATION

1. This Agreement may be terminated by either of the Parties without cause with thirty (30) days written notice of the Parties' intent to terminate. The City may terminate the agreement for cause at any time and without prior notice.
2. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the City or HYSC, shall be returned to said Party.

ARTICLE XIII - NON-DISCRIMINATION

HYSC agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, or sex, or any other protected class. HYSC also agrees to abide by Aberdeen City Council Resolution No. 2009-20 which prohibits unfair practices in public community athletics programs by prohibiting discrimination on the basis of sex and implementing Chapter 467, Washington Session Laws, 2009 (ESSB 5967).

ARTICLE XIV - INSURANCE

1. HYSC 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 use of the Bishop Athletic Complex, including damage to City property used by HYSC.

2. HYSC shall provide a certificate of insurance evidencing: General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on the HYSC General Liability insurance policy. The certificate of insurance shall be provided before HYSC uses the Bishop Athletic Complex facilities.

3. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The insurance policy shall contain, or be endorsed to contain that the HYSC insurance coverage shall be primary insurance as respecting the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

ARTICLE XV - INDEMNIFICATION

HYSC shall defend, indemnify and hold harmless the City, 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 the use of premises or from any activity, work or thing done, permitted, or suffered by HYSC in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

ARTICLE XVI - AMENDMENTS/MODIFICATION

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

ARTICLE XVII - ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

ARTICLE XVIII - RATIFICATION

Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XIX - SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, The City and HYSC have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of

the _____ day of _____, 2019.

President, Harbor Youth Soccer Club

Mayor, City of Aberdeen

Attest: _____
City Clerk, City of Aberdeen

**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor: Hon. Erik Larson

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

In Reference To: **Signing contract with Harbor Babe Ruth for facility use**

Reports and recommendations as follows:

The City of Aberdeen, Parks Department annually enters into an Agreement with Harbor Babe Ruth, a local 501c3 non-profit, for use of our facilities for boys baseball. This program is open to residents of Aberdeen and the surrounding area by providing baseball leagues for boys ages 13yrs and up.

Recommend as follows:

It is recommended that the City Council authorize the Mayor to sign the Agreement with Harbor Babe Ruth.

Stacie Barnum, Parks Director

Pete Schave, Chair

Jerrick Rodgers, Vice Chair

Reported: March 13, 2019

John Maki

Adopted: _____

Kathi Prieto

City of Aberdeen Park Use Agreement

Aberdeen Babe Ruth League



An agreement between the City of Aberdeen, a Washington municipal corporation of the first class and Aberdeen Babe Ruth League, of Aberdeen, Washington, a non-profit Washington corporation, for the use of the Ken Waite Field, Slowpitch Fields #1 and the Bishop Athletic Complex so Aberdeen Babe Ruth League may carry out its baseball programs for the youth in the community. The City finds that Aberdeen Babe Ruth League, in serving youth of the community, provides a public service at large.

ARTICLE I - BACKGROUND

1. The City of Aberdeen (City) owns or has an existing easement to utilize Ken Waite Field, Slowpitch Fields #1 and the Bishop Athletic Complex, public parks that, in addition to providing for general community park uses and areas for adult sports activities, also provides the home baseball for Aberdeen Babe Ruth League. Aberdeen Babe Ruth League has assisted in playing field improvements and upgrades to City facilities so children in the Aberdeen Babe Ruth League service area would be well served.

2. Aberdeen Babe Ruth League has a long tradition of positively serving children in the greater Aberdeen area by providing recreational opportunities through organized youth baseball activities. These activities are provided entirely by volunteers to include: coaches, managers, umpires, league officers, and concession operators. Aberdeen Babe Ruth League recognizes that the City incurs additional expenses by providing these recreational activities to the community.

3. Harbor Babe Ruth League has requested this Park Use Agreement with the City assuring Aberdeen Babe Ruth League the use of the facilities at Pioneer Park and the Bishop Athletic Complex.

ARTICLE II - PURPOSE OF AGREEMENT

The purpose of this Agreement is to:

1. Provide the terms and conditions under which Aberdeen Babe Ruth League can continue to use the Pioneer Park and Bishop Athletic Complex for practice, league activities, and tournament play.
2. Define operational and maintenance responsibilities;
3. Identify responsibility for expenses; and
4. Identify a process to provide improvements and upgrades.

ARTICLE III - EFFECTIVE DATE AND DURATION OF AGREEMENT

The term of this agreement shall be February 1st, 2019, through January 31st, 2020

ARTICLE IV - CONDITIONS OF USE

Aberdeen Babe Ruth League use of the Pioneer Park and Bishop Athletic Complex is allowed under the following conditions:

1. Aberdeen Babe Ruth League (“Babe Ruth” or “League”) shall pay the City an Annual Maintenance Fee of Four Hundred and Eighty Three dollars (\$483.00) for Babe Ruth, and One Hundred and Twenty Dollars (\$120.00) for the upkeep and expenses associated with the Bishop Batting Cage Building for use April - June. Payment is due upon execution of this Agreement, and is in addition to “per game” rates described below.. Any additional scheduling of the Bishop Building will be at a cost of \$40/month; payment will be due upon written confirmation of scheduling.
2. The Aberdeen Parks and Recreation Department (“Department”) will provide access to and preparation of the fields for games at the Pioneer Park and Bishop Athletic Complexes for Aberdeen Babe Ruth League during the 2019 Spring Season for the purpose of home games. Home games are considered as league games with at least one Aberdeen team within your league, during your regular season played after Opening Day and until Closing Day. Any games played before or after your “regular season” will be billed at the per/game rate described below.
3. TOURNAMENTS: Babe Ruth may host one (1) tournament at no additional charge, between March 1st and until July 30th, and the League must submit their request in writing, to the Department, to receive approval of the “free” tournament. Any additional games or tournaments will be allowed only with approval of the Aberdeen Parks and Recreation Department and are subject to use fees as approved by the Aberdeen Parks Board. The current fee will be \$30.00 per additional game on grass infields and \$20.00 per additional game on dirt infields, with a \$10/game light fee if field lights are used.
4. The League will be allowed to schedule their games with the Department as the second priority user at Pioneer Park and as the second Priority user at the Bishop Athletic Complex after Aberdeen High School games.
5. The first priority for scheduling use of the fields is for games. Practices will be allowed as long as they are coordinated with and approved by the Aberdeen Parks and Recreation Department and the designated League official. Practice times will be on a set schedule and the Aberdeen Babe Ruth League must provide a list of teams, coaches and proposed times of use.
6. The City reserves the right to cancel practice times, games, and tournaments if necessary for the upkeep and preservation of the field surfaces. The Department shall make reasonable efforts to provide advance notice to the League of cancellations or restrictions imposed to preserve field surfaces.
7. The League will be given exclusive use of the City's concession stand and storage areas of the building and grandstands at Ken Waite Field at Pioneer Park. The League will be responsible for maintenance and repairs necessary from normal usage in those areas. Babe Ruth shall be responsible for furnishing any and all equipment or supplies necessary for operating the concession stand and using the storage areas. Before any food is dispensed to the public from the concession stand, Aberdeen Babe Ruth League must receive an approved Grays Harbor County Health Department permit. The Department will provide Pioneer Park Concession Stand keys to the league president, league scheduler, equipment manager and concession stand operator. These keys may not be loaned out nor given to anyone else. The Department may change the locks on the facilities at the League’s expense and restrict issuance of new keys if this provision is violated.
8. Babe Ruth will be responsible for payment of its’ electrical usage of the field lights during their season and the Concession Stand during the entire year.

9. Aberdeen Babe Ruth League will verify, and provide documentation to the City, that all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed by RCW 28A60.190 (the “Zachery Lystedt law”). The Zackery Lystedt Law requires the consistent and uniform implementation of long and well-established return to play concussion guidelines: “a youth athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time” and “...may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”. (RCW 28A.60.190(3)(4)).

ARTICLE V - USE BY OTHERS

1. The City retains the right to schedule any other user group or activity as approved by the Department. Other user groups will be allowed to schedule game times on the fields after the Aberdeen Babe Ruth League game and practice schedule has been approved by the Department. The schedules for other user groups will not be adjusted to accommodate changes requested by Aberdeen Babe Ruth League without the consent of the affected user group.

ARTICLE VI - PROPERTY

1. The Department will replace any bases, pitcher’s mounds and home plate replacements that are determined to be deficient due to safety issues. Babe Ruth will reimburse the City of Aberdeen for any equipment (bases, mounds, etc.) required for specialized leagues. Babe Ruth is responsible for the purchase, set up and maintenance of any specialized equipment (i.e. portable mounds) If Babe Ruth requests that bases, pitchers mounds or home plates be replaced for aesthetic reasons, Babe Ruth will be billed for those expenses.

2. All equipment, property, or improvements used to effectuate this Agreement, with the exception of concession stand inventory and supplies, shall become the sole property of the City, unless otherwise expressly agreed in writing.

3. The scoreboard and scoreboard controller are the property of the Department. The sound system is the property of Aberdeen Babe Ruth, and Babe Ruth is responsible for it.

ARTICLE VII - IMPROVEMENTS

Facility improvements will only be installed or provided by Aberdeen Babe Ruth League with prior written permission of the Department. This permission will be granted providing it can be shown the improvement will provide a benefit to all groups using the fields or spectator area and will not distract from the appearance and function of the park. Aberdeen Babe Ruth League shall assume the expenses of installing and maintaining new improvements unless otherwise agreed, in writing, by the Department. Should an improvement be made without the permission of the Department, the City has the right to direct to Aberdeen Babe Ruth League to remove the improvement within 30 days at Harbor Babe Ruth League expense. If the improvement is not removed within 30 days, the City may remove the improvement and Harbor Babe Ruth League will be responsible for all related expenses and will immediately reimburse the City as invoiced.

ARTICLE VIII - MAINTENANCE

1. The City will mow, fertilize, line and repair the fields as part of its normal maintenance and operations of Pioneer Park and the Bishop Athletic Complex. Aberdeen Babe Ruth will reimburse the City for any supplies that are required for scheduled games, including but not limited to: field dryer, field marker and electricity for field lights.
2. Aberdeen Babe Ruth League is responsible for cleaning and normal maintenance of the Concession Stand and storage area. The City shall provide garbage disposal, water, sewer utilities and restroom maintenance.

ARTICLE IX - RULES, LAWS, AND ORDINANCES

1. Aberdeen Babe Ruth League agrees to abide by and uphold the ordinances of the City of Aberdeen, laws of the State of Washington, policies of the Aberdeen Parks and Recreation Department, and regulations adopted by the Aberdeen Parks Board regarding the public use of the Pioneer Park and Bishop Athletic Complex.
2. Aberdeen Babe Ruth League agrees to abide by the regulations and ordinances of Grays Harbor County and the laws of the State of Washington which regulate the operation of food and beverage serving facilities.

ARTICLE X - ADVERTISING AND SIGNAGE

All advertising and signage shall be subject to the prior written approval of the Department. All advertising and signage must be removed and stored, out of sight, at the end of the playing season.

ARTICLE XI - RIGHT TO ENTER

The City shall have the right to enter City facilities used by the League at all reasonable times and for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

ARTICLE XII - TERMINATION

1. This Agreement may be terminated by either of the Parties without cause following the giving of thirty (30) days written notice of the Parties' intent to terminate. The City may terminate the agreement for cause at any time and without prior notice.
2. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the City or Harbor Babe Ruth League, shall be returned to said Party.

ARTICLE XIII - NON-DISCRIMINATION

Aberdeen Babe Ruth League agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, sex, or any other protected class. The Aberdeen Babe Ruth League also agrees to abide by Aberdeen City Council Resolution No. 2009-20 which prohibits unfair practices in public community athletics programs by prohibiting discrimination on the basis of sex and implementing RCW 49.60.500.

ARTICLE XIV - INSURANCE

1. Aberdeen Babe Ruth League 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 use of the Pioneer Park and Bishop Athletic Complex, including damage to City property used by Aberdeen Babe Ruth League.
2. Aberdeen Babe Ruth League shall provide a certificate of insurance evidencing: General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on the Aberdeen Babe Ruth League General Liability insurance policy. The certificate of insurance shall be provided before Aberdeen Babe Ruth League uses the Pioneer Park and Bishop Athletic Complex facilities.
3. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The insurance policy shall contain, or be endorsed to contain that the Aberdeen Babe Ruth League insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

ARTICLE XV - INDEMNIFICATION

Aberdeen Babe Ruth League shall defend, indemnify and hold harmless the City, 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 the use of premises or from any activity, work or thing done, permitted, or suffered by Aberdeen Babe Ruth League in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

ARTICLE XVI - AMENDMENTS/MODIFICATION

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

ARTICLE XVII - ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

ARTICLE XVIII - RATIFICATION

Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XIX - SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, The City and Aberdeen Babe Ruth League have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2019.

President, Aberdeen Babe Ruth League

Mayor, City of Aberdeen

Attest: _____
City Clerk, City of Aberdeen

**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor: Hon. Erik Larson

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

In Reference To: **Signing contract with Aberdeen Little League for facility use**

Reports and recommendations as follows:

The City of Aberdeen, Parks Department annually enters into an Agreement with Aberdeen Little League, a local 501c3 non-profit, for use of our facilities for boys baseball. This program is open to residents of Aberdeen and the surrounding area by providing baseball leagues for boys ages 5yrs and up.

Recommend as follows:

It is recommended that the City Council authorize the Mayor to sign the Agreement with Aberdeen Little League.

Stacie Barnum, Parks Director

Pete Schave, Chair

Jerrick Rodgers, Vice Chair

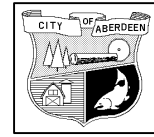
Reported: March 13, 2019

John Maki

Adopted: _____

Kathi Prieto

City of Aberdeen Park Use Agreement Aberdeen Little League



An agreement between the City of Aberdeen, a Washington municipal corporation of the first class and Aberdeen Little League, of Aberdeen, Washington, a non-profit Washington corporation, for the use of the Pioneer Park Little League Field, Minor League Fields #1 and #2, the Bishop Building, and local playgrounds so Aberdeen Little League may carry out its baseball and softball programs for the youth in the community. The City finds that Aberdeen Little League, in serving youth of the community, provides a public service at large.

ARTICLE I - BACKGROUND

1. The City of Aberdeen (City) owns the Pioneer Park Little League Field, Minor League Fields #1 and #2, and local playgrounds, public parks that, in addition to providing for general community park uses and areas for adult sports activities, also provides the home baseball and softball fields for Aberdeen Little League. Aberdeen Little League has assisted in playing field improvements and upgrades to City facilities so children in the Aberdeen Little League service area would be well served.

2. Aberdeen Little League has a long tradition of positively serving children in the greater Aberdeen area by providing recreational opportunities through organized youth baseball and softball activities. These activities are provided entirely by volunteers to include: coaches, managers, umpires, league officers, and concession operators. Aberdeen Little League recognizes that the City incurs additional expenses by providing these recreational activities to the community.

3. Aberdeen Little League has requested this Park Use Agreement with the City assuring Aberdeen Little League the use of the facilities at Pioneer Park for the term of this Agreement.

ARTICLE II - PURPOSE OF AGREEMENT

The purpose of this Agreement is to:

1. Provide the terms and conditions under which Aberdeen Little League can continue to use the Pioneer Park and the Bishop Building for practice, league activities, and tournament play.
2. Define operational and maintenance responsibilities;
3. Identify responsibility for expenses; and
4. Identify a process to provide improvements and upgrades.

ARTICLE III - EFFECTIVE DATE AND DURATION OF AGREEMENT

The term of this agreement shall be February 1, 2019, through January 31st, 2020

ARTICLE IV - CONDITIONS OF USE

Aberdeen Little League use of Pioneer Park and the Bishop Building are allowed under the following conditions:

1. Aberdeen Little League shall pay City an Annual Maintenance Fee of Nine Hundred and Sixty Six Dollars (\$966.00) for Little League, this fee includes: field maintenance and exclusive use of, and expenses associated with both concession stand buildings. The Maintenance Fee of Four Hundred and Eighty Three Dollars (\$483.00)

for Minor League and Tee-Ball. Three Hundred and Sixty Three Dollars (\$363.00) for the upkeep and expenses associated with the Bishop Batting Cage Building. Payment is due upon execution of this Agreement.

2. The Aberdeen Parks and Recreation Department (“Department”) will provide access to and preparation of the fields for games at the Pioneer Park for Aberdeen Little League during the 2019 Spring Season for the purpose of home games. Home games are considered as league games between teams within your league, or with visiting teams as part of an organized “home and home” schedule, during your regular season played after Opening Day and until Closing Day. Any games played before or after your “regular season” will be billed at the per game rate described below. TOURNAMENTS: Little League may host one (1) tournament at no additional charge, between March 1st and until July 30th, and Little League must submit their request in writing, to the Department, to receive approval of the “free” tournament. Any additional games or tournaments will be allowed only with prior written approval of the Department and are subject to use fees as approved by the Aberdeen Parks Board. The current fee will be \$30.00 per additional game on grass infields and \$20.00 per additional game on dirt infields, with a \$10/game light fee if field lights are used. Little League will reimburse the City for any supplies that are required for scheduled games, including but not limited to: field dryer, field marker and electricity for field lights.

3. Aberdeen Little League will be allowed to schedule their games with the Department as the first priority user at Pioneer Park.

4. The first priority for scheduling use of the fields is for games. Practices will be allowed as long as they are coordinated with and approved by the Department and the designated Aberdeen Little League official. Practice times will be on a set schedule and the Aberdeen Little League must provide to the Department a list of teams, coaches and proposed times of use.

5. The City reserves the right to cancel practice times, games, and tournaments if necessary for the upkeep and preservation of the field surfaces. The Department shall make reasonable efforts to provide advance notice to Aberdeen Little League of cancellations or restrictions imposed to preserve field surfaces.

6. Aberdeen Little League will be given exclusive use of the City's concession stand and storage areas of the building and grandstands at Failor Field at Pioneer Park. Aberdeen Little League will be responsible for maintenance and repairs necessary from normal usage in those areas. Aberdeen Little League shall be responsible for furnishing any and all equipment or supplies necessary for operating the concession stand and using the storage areas. Before any food is dispensed to the public from the concession stand, Aberdeen Little League must receive an approved Grays Harbor County Health Department permit. The Department will provide Pioneer Park Concession Stand keys to the league president, league scheduler, equipment manager and concession stand operator. These keys may not be loaned out nor given to anyone else. The Department may change the locks on the facilities at Aberdeen Little Leagues’ expense and restrict issuance of new keys if this provision is violated.

7. Aberdeen Little League will be responsible for payment of its’ electrical usage of the field lights during their season and the Concession Stand during the entire year.

8. Aberdeen Little League will verify, and provide documentation to the City that all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed by RCW 28A.600.190 (the “Zachery Lystedt law”). The Zackery Lystedt Law requires the consistent and uniform implementation of long and well-established return to play concussion guidelines: “a youth athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time” and “...may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and received written clearance to return to play from that health care provider”. (RCW 28A.600.190(3) (4))

9. Aberdeen Little League has donated and installed a propane heater system in the Bishop Batting Cage Building. Aberdeen Little League will be responsible for its proper use and maintenance, the purchase of

propane, and repairs of the heater system and the scheduling by other user groups of the heating system including any training necessary for its proper use. Aberdeen Little League may charge other user groups for the use of the heating system, to reimburse expenses.

ARTICLE V - USE BY OTHERS

1. The City retains the right to schedule any other user group or activity as approved by the Department. Other user groups will be allowed to schedule game times on the fields after the Aberdeen Little League game and practice schedule has been approved by the Department. The schedules for other user groups will not be adjusted to accommodate changes requested by Aberdeen Little League without the consent of the affected user group.

ARTICLE VI - PROPERTY

1. The Department will replace any bases, pitchers mounds and home plate replacements that are determined to be deficient due to safety issues. Little League will reimburse the City of Aberdeen for any equipment (bases, mounds, etc.) required for specialized leagues (i.e. 50/70 League). Aberdeen Little League is responsible for the purchase, set up and maintenance of any specialized equipment (i.e. portable mounds) If Aberdeen Little League requests that bases, pitchers mounds or home plates be replaced for aesthetic reasons, Aberdeen Little League will be billed for those expenses.

2. All equipment, property, or improvements used to effectuate this Agreement, with the exception of concession stand inventory and supplies, shall become the sole property of the City, unless otherwise expressly agreed in writing.

ARTICLE VII - IMPROVEMENTS

Facility improvements will be only be installed or provided by Aberdeen Little League with the prior written permission of the Department. This permission will be granted providing it can be shown the improvement will provide a benefit to all groups using the fields or spectator area and will not distract from the appearance and function of the park. Aberdeen Little League shall assume the expenses of installing and maintaining new improvements unless otherwise agreed, in writing, by the Department. Should an improvement be made without the permission of the Department, the City has the right to direct to Aberdeen Little League to remove the improvement within 30 days at Aberdeen Little League expense. If the improvement is not removed within 30 days, the City may remove the improvement and Aberdeen Little League will be responsible for all related expenses and will immediately reimburse the City as invoiced.

ARTICLE VIII - MAINTENANCE

1. The City will mow, fertilize, line and repair the fields as part of its normal maintenance and operations of Pioneer Park. Little League will reimburse the City for any supplies that are required for scheduled games, including but not limited to: field dryer, field marker and electricity for field lights.

2. Aberdeen Little League is responsible for cleaning and normal maintenance of the Concession Stand and storage area. The City shall provide garbage disposal, water, sewer utilities and restroom maintenance.

ARTICLE IX - RULES, LAWS, AND ORDINANCES

1. Aberdeen Little League agrees to abide by and uphold the ordinances of the City of Aberdeen, laws of the State of Washington, policies of the Aberdeen Parks and Recreation Department, and regulations adopted by the Aberdeen Parks Board regarding the public use of the Pioneer Park.

2. Aberdeen Little League agrees to abide by the regulations and ordinances of Grays Harbor County and the laws of the State of Washington which regulate the operation of food and beverage serving facilities.

ARTICLE X - ADVERTISING AND SIGNAGE

All advertising and signage shall be subject to the prior written approval of the Department. All advertising and signage must be removed and stored, out of sight, at the end of the playing season.

ARTICLE XI - RIGHT TO ENTER

The City shall have the right to enter City facilities used by Aberdeen Little League at any reasonable time and for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

ARTICLE XII - TERMINATION

1. This Agreement may be terminated by either of the Parties without cause following the giving of thirty (30) days written notice of the Parties' intent to terminate. The City may terminate the agreement for cause at any time and without prior notice.

2. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the City or Aberdeen Little League, shall be returned to said Party.

ARTICLE XIII - NON-DISCRIMINATION

Aberdeen Little League agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, sex, or any other protected class. The Aberdeen Little League also agrees to abide by Aberdeen City Council Resolution No. 2009-20 which prohibits unfair practices in public community athletics programs by prohibiting discrimination on the basis of sex and implementing RCW 49.60.500.

ARTICLE XIV - INSURANCE

1. Aberdeen Little League 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 use of Pioneer Park and the Bishop Building, including damage to City property used by Aberdeen Little League.

2. Aberdeen Little League shall provide a certificate of insurance evidencing: General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on the Aberdeen Little League General Liability insurance policy. The certificate of insurance shall be provided before Aberdeen Little League uses the Pioneer Park and Bishop Building facilities.

3. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The insurance policy shall contain, or be endorsed to contain that the Aberdeen Little League insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and shall not contribute with it. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

ARTICLE XV - INDEMNIFICATION

Aberdeen Little League shall defend, indemnify and hold harmless the City, 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 the use of premises or from any activity, work or thing done, permitted, or suffered by Aberdeen Little League in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

ARTICLE XVI - AMENDMENTS/MODIFICATION

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

ARTICLE XVII - ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

ARTICLE XVIII - RATIFICATION

Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XIX - SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, The City and Aberdeen Little League have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2019.

President, Aberdeen Little League

Mayor, City of Aberdeen

Attest: _____
City Clerk, City of Aberdeen

**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor: Hon. Erik Larson

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

In Reference To: **Signing contract with Aberdeen Girls Softball Association for
facility use**

Reports and recommendations as follows:

The City of Aberdeen, Parks Department, annually enters into an Agreement with Aberdeen Girls Softball Association, a local 501c3 non-profit, for use of our facilities for girls softball. This program is open to residents of Aberdeen and the surrounding area by providing softball leagues for girls ages 5yrs and up.

Recommend as follows:

It is recommended that the City Council authorize the Mayor to sign the Agreement with Aberdeen Girls Softball Association.

Stacie Barnum, Parks Director

Pete Schave, Chair

Jerrick Rodgers, Vice Chair

Reported: March 13, 2019

John Maki

Adopted: _____

Kathi Prieto

City of Aberdeen Park Use Agreement Aberdeen Girls Softball Association



An agreement between the City of Aberdeen, a Washington municipal corporation of the first class and Aberdeen Girls Softball Association (AGSA), of Aberdeen, Washington, a non-profit Washington corporation, for the use of the Pioneer Park Softball Field #3, the Bishop Athletic Complex, the Bishop Building, and local playgrounds so Aberdeen Girls Softball Association may carry out its softball programs for the youth in the community. The City finds that AGSA, in serving youth of the community, provides a public service at large.

ARTICLE I - BACKGROUND

1. The City of Aberdeen (City) owns or has an existing easement to utilize the Pioneer Park Softball Field #3, the Bishop Athletic Complex, the Bishop Building and local playgrounds, public parks that, in addition to providing for general community park uses and areas for adult sports activities, also provides the home softball fields for Aberdeen Girls Softball Association.
2. AGSA will positively serve children in the greater Aberdeen area by providing recreational opportunities through organized youth softball activities. These activities are provided entirely by volunteers to include: coaches, managers, umpires, league officers, and concession operators. AGSA recognizes that the City incurs additional costs by providing these recreational activities to the community.
3. Aberdeen Girls Softball Association has requested this Park Use Agreement with the City assuring AGSA the use of the facilities at Pioneer Park and the Bishop Athletic Complex for the term of this Agreement.

ARTICLE II - PURPOSE OF AGREEMENT

The purpose of this Agreement is to:

1. Provide the terms and conditions under which AGSA can continue to use the Pioneer Park and Bishop Athletic Complex for practice, league activities, and tournament play.
2. Define operational and maintenance responsibilities;
3. Identify responsibility for costs; and
4. Identify a process to provide improvements and upgrades.

ARTICLE III - EFFECTIVE DATE AND DURATION OF AGREEMENT

The term of this agreement shall be February 1st, 2019, through January 31st, 2020

ARTICLE IV - CONDITIONS OF USE

Aberdeen Girls Softball Association use of the Pioneer Park and Bishop Athletic Complex is allowed under the following conditions:

1. Aberdeen Girls Softball Association shall pay the City an Annual Maintenance Fee of Seven Hundred and Twenty Four Dollars (\$724.00) for Girl's Softball and Girl's T-ball, and Three Hundred and Forty Five Dollars (\$345.00) for the upkeep and expenses associated with the Bishop Batting Cage Building. Payment shall be issued upon execution of this Agreement.

2. The Aberdeen Parks and Recreation Department (“Department”) will provide access to and preparation of the fields for games at the Pioneer Park and Bishop Athletic Complexes for AGSA during the 2019 Spring Season for the purpose of home games. Home games are considered as league games between teams within your league, during your regular season played after Opening Day and until Closing Day. Any games played before or after your “regular season” will be billed at the per/game rate as described below.
3. TOURNAMENTS: AGSA may host one (1) tournament at no additional charge, between March 1st and until July 30th, and the AGSA must submit their request in writing, to the Aberdeen Parks Department, to receive approval of the “free” tournament. Any additional games or tournaments will be allowed only with approval of the Aberdeen Parks and Recreation Department and are subject to use fees as approved by the Aberdeen Parks Board. The current fee will be \$30.00 per additional game on grass infields and \$20.00 per additional game on dirt infields, with a \$10/game light fee if field lights are used.
4. Aberdeen Girls Softball Association will be allowed to schedule their games with the Aberdeen Parks and Recreation Department as the first priority user at Pioneer Park Field #3 until Adult Slowpitch begins, and as the third priority user at the Bishop Athletic Complex after Aberdeen High School and Grays Harbor College games.
5. The third priority for scheduling use of the fields is for games. Practices will be allowed as long as they are coordinated with and approved by the Aberdeen Parks and Recreation Department and the designated AGSA official. Practice times will be on a set schedule and the AGSA must provide a list of teams, coaches and proposed times of use. The following fields will be made available for practice: Bishop A, Bishop B, Pioneer #3, North End Playfield and 1 day a week at Franklin Field (taking into consideration GHC and AHS practices and games at Bishop Complex).
6. The City reserves the right to cancel practice times, games, and tournaments if necessary for the upkeep and preservation of the field surfaces. The Aberdeen Parks and Recreation Department shall make reasonable efforts to provide advance notice to Aberdeen Girls Softball Association of cancellations or restrictions imposed to preserve field surfaces.
7. Aberdeen Girls Softball Association will be given use of the City's concession stand and storage area of the building at the Softball area of the Bishop Athletic Complex. AGSA will be responsible for maintenance and repairs necessary from normal usage in those areas. AGSA shall be responsible for furnishing any and all equipment or supplies necessary for operating the concession stand and using the storage areas. Before any food is dispensed to the public from the concession stand, AGSA must receive an approved Health Department permit. The Aberdeen Parks & Recreation Department will provide Bishop Complex and Concession Stand keys to the league president, league scheduler, equipment manager and concession stand operator. These keys may not be loaned out nor given to anyone else. The Department may change the locks on the facilities at Aberdeen Girls Softball Associations’ cost and restrict issuance of new keys if this provision is violated.
8. AGSA will be responsible for payment of its’ electrical usage of the field lights during their season and the Concession Stand during their season.
9. Aberdeen Girls Softball Association will verify, and provide documentation to the City, that all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed by RCW 28A.600.190 (the “Zachery Lystedt law”). The Zackery Lystedt Law requires the consistent and uniform implementation of long and well-established return to play concussion guidelines: “a youth athlete who is suspected of sustaining a concussion or head injury in a practice or game shall be removed from competition at that time” and “...may not return to play until the athlete is evaluated by a licensed health care provider trained in the evaluation and

management of concussion and received written clearance to return to play from that health care provider". (RCW 28A.600.190(3) (4)).

10. Aberdeen Little League has donated and installed a propane heater system in the Bishop Batting Cage Building. Aberdeen Little League may charge other user groups for the use of the heating system, to reimburse their costs. Contact Aberdeen Little League for use of the heating system.

ARTICLE V - USE BY OTHERS

1. The City retains the right to schedule any other user group or activity as approved by the Department. Other user groups will be allowed to schedule game times on the fields after the Aberdeen Girls Softball Association game and practice schedule has been approved by the Department. The schedules for other user groups will not be adjusted to accommodate changes requested by AGSA without the consent of the affected user group.

ARTICLE VI - PROPERTY

1. The Department will replace any bases, pitchers mounds and home plates that are determined to be deficient due to safety issues. If AGSA requests that bases, pitchers mounds or home plates be replaced for aesthetic reasons, AGSA will be billed for those costs.

2. All equipment, property, or improvements used to effectuate this Agreement, with the exception of concession stand inventory and supplies, shall become the sole property of the City, unless otherwise expressly agreed in writing.

ARTICLE VII - IMPROVEMENTS

Facility improvements will only be installed or provided by AGSA with the prior written permission of the Department. This permission will be granted providing it can be shown the improvement will provide a benefit to all groups using the fields or spectator area and will not distract from the appearance and function of the park. AGSA shall assume the costs of installing and maintaining new improvements unless otherwise agreed, in writing, by the Department. Should an improvement be made without the permission of the Department, the City has the right to direct to Aberdeen Girls Softball Association to remove the improvement within 30 days at AGSA expense. If the improvement is not removed within 30 days, the City may remove the improvement and AGSA will be responsible for all related costs and will immediately reimburse the City as invoiced..

ARTICLE VIII - MAINTENANCE

1. The City will mow, fertilize, line and repair the fields as part of its normal maintenance and operations of Pioneer Park and the Bishop Athletic Complex. Aberdeen Girls Softball Association will reimburse the City for any supplies that are required for scheduled games, including but not limited to: field dryer, field marker and electricity for field lights.

2. Aberdeen Girls Softball Association is responsible for cleaning and normal maintenance of the Concession Stand and storage area. The City shall provide garbage disposal, water, sewer utilities and restroom maintenance.

ARTICLE IX - RULES, LAWS, AND ORDINANCES

1. Aberdeen Girls Softball Association agrees to abide by and uphold the ordinances of the City of Aberdeen, laws of the State of Washington, policies of the Aberdeen Parks and Recreation Department, and regulations

adopted by the Aberdeen Parks Board regarding the public use of the Pioneer Park and Bishop Athletic Complex.

2. Aberdeen Girls Softball Association agrees to abide by the regulations and ordinances of Grays Harbor County and the laws of the State of Washington which regulate the operation of food and beverage serving facilities.

ARTICLE X - ADVERTISING AND SIGNAGE

All advertising and signage shall be subject to prior written approval of the Department. All advertising and signage must be removed and stored, out of sight, at the end of the playing season.

ARTICLE XI - RIGHT TO ENTER

The City shall have the right to enter City facilities used by Aberdeen Girls Softball Association at any reasonable time and for any reasonable purpose to include, but not limited to, safety inspections and ensuring code compliance.

ARTICLE XII - TERMINATION

1. This Agreement may be terminated by either of the Parties without cause following the giving of thirty (30) days written notice of the Parties' intent to terminate. The City may terminate the agreement for cause at any time and without prior notice.

2. Upon termination, for any reason, any property in the possession of the other Party, which was provided by the City or Aberdeen Girls Softball Association, shall be returned to said Party.

ARTICLE XIII - NON-DISCRIMINATION

Aberdeen Girls Softball Association agrees not to discriminate in providing its services and shall provide those services without regard to race, religion, sex, or any other protected class.. The Aberdeen Girls Softball Association also agrees to abide by Aberdeen City Council Resolution No. 2009-20 which prohibits unfair practices in public community athletics programs by prohibiting discrimination on the basis of sex and implementing RCW 49.60.500.).

ARTICLE XIV - INSURANCE

1. Aberdeen Girls Softball Association 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 use of the Pioneer Park and Bishop Athletic Complex, including damage to City property used by Aberdeen Girls Softball Association.

2. Aberdeen Girls Softball Association shall provide a certificate of insurance evidencing: General Liability insurance covering premises, products-completed operations and contractual liability. The City shall be named as an insured on the Aberdeen Girls Softball Association General Liability insurance policy. The certificate of insurance shall be provided before Aberdeen Little League uses the Pioneer Park and Bishop Athletic Complex facilities.

3. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The insurance policy shall contain, or be endorsed to contain that the Aberdeen Girls Softball Association insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Lessee's insurance and

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

ARTICLE XV - INDEMNIFICATION

Aberdeen Girls Softball Association shall defend, indemnify and hold harmless the City, 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 the use of premises or from any activity, work or thing done, permitted, or suffered by Aberdeen Girls Softball Association in or about the premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

ARTICLE XVI - AMENDMENTS/MODIFICATION

The provisions of this Agreement may be amended only upon the mutual consent of the Parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both Parties.

ARTICLE XVII - ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered or mentioned therein, and no prior Agreement shall be effective to the contrary.

ARTICLE XVIII - RATIFICATION

Acts taken in conformity with this Agreement prior to their effective date(s) are hereby ratified and affirmed.

ARTICLE XIX - SEVERABILITY

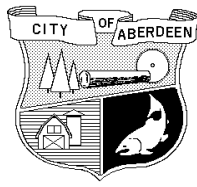
If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS THEREOF, The City and Aberdeen Girls Softball Association have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the _____ day of _____, 2019.

President, Aberdeen Girls Softball Association

Mayor, City of Aberdeen

Attest: _____
City Clerk, City of Aberdeen



NOTICE OF HEARING

THE CITY OF ABERDEEN WILL BE CONDUCTING A PUBLIC HEARING ON **WEDNESDAY, MARCH 13, 2019 AT 7:00 PM** IN THE CITY COUNCIL CHAMBERS ON THE THIRD FLOOR OF ABERDEEN CITY HALL ON THE FOLLOWING MATTER:

- **THE 2019 STORMWATER MANAGEMENT PROGRAM (SWMP) PLAN**

THE PUBLIC IS INVITED TO ATTEND AND TO OFFER COMMENTS ON THE PROPOSED PLAN. COPIES OF THE AFOREMENTIONED ARE AVAILABLE FOR REVIEW. PLEASE CONTACT PUBLIC WORKS AT (360) 537-3224 OR 537-3215 FOR FURTHER INFORMATION, OR FORWARD WRITTEN COMMENTS TO THE PUBLIC WORKS DEPARTMENT AT 200 E. MARKET STREET, ABERDEEN, WA 98520-5207.

RICK SANGDER

PUBLIC WORKS DIRECTOR
CITY OF ABERDEEN

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MAYOR: Erik Larson

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

TO WHOM IT WAS REFERRED: Public Hearing for Transportation Benefit District 2019
Annual Project Plan

REPORTS AS FOLLOWS: The City's Engineering Department has prepared an Annual Project Plan for work to be performed using funds from the Transportation Benefit District. A public hearing is required to receive comments on the proposed Annual Project Plan prior to adoption of the plan.

IT IS RECOMMENDED: The City Council shall pass a resolution setting the public hearing for the Transportation Benefit District 2019 Annual Project Plan on March 27, 2019.

Rick Sangder
Public Works Director

Dee Anne Shaw, Chair

Tim Alstom, Vice-Chair

Reported _____, 2019

Margo Shortt, Member

Adopted _____, 2019

James M. Cook, Member

RESOLUTION No. 2019 - _____

RESOLUTION SETTING THE DATE FOR A PUBLIC HEARING ON THE ANNUAL PROJECT PLAN FOR THE TRANSPORTATION BENEFIT DISTRICT FOR THE YEAR 2019

WHEREAS the Aberdeen Transportation Benefit District previously held a public hearing each year to receive comments on the proposed Annual Project Plan in accordance with Resolution 2012-01; and

WHEREAS the Aberdeen City Council has assumed the rights, powers, functions and obligations of the Aberdeen Transportation Benefit District;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ABERDEEN: A public hearing to receive comments on the proposed 2019 Annual Project Plan shall be held on Wednesday, March 27, 2019 in the Aberdeen City Council Chambers at the hour of 7:15 PM.

PASSED AND APPROVED on this 13th day of March, 2019.

Erik Larson, Mayor

ATTESTED:

M. Patrice Kent, Acting City Clerk

ORDINANCE NO.

AN ORDINANCE RELCVING TO STOTMWATER REGULATIONS AND GROUP CARE LIVING FACILITIGS'CS IT RELCTES TO'ZQNING, ENVIRONMENTAL REGUL ATIONS AND STREETS, SIDEWALKS AND PWBLIC PLACES TITLES , AMENDING CHAPTERS 12.32, 1 2.48, 17.04, 17.60 AND 17.88 OF THE ABERDEEN MUNICIPAL CODE, ADDING A NEW CHAPTER 14.14.

WHEREAS, the zoning, environmental and streets, sidewalks and public places codes regulate development within the city and require from time to time updating; and

WHEREAS, laws governing environmental regulations change that require development changes; **NOW, THEREFORE**,

BE IT ORDAINED B Y THE MAYOR AN D CITY COUNCIL OF THE CITY OF ABERDEEN:

SECTION 1. CODE SECTION AMENDED. Chapter 12.32 AMC is hereby amended to read as follows:

- 12.32.010 Purpose of chapter.**
- 12.32.020 Permit—Required.**
- 12.32.030 Conformance with plans and specifications—Bond required.**
- 12.32.040 Depositing debris.**
- 12.32.050 Violations—Penalties.**

12.32.010 Purpose of chapter.
The purpose of this chapter is to standardize and regulate the filling of City drainage ditches. The City of Aberdeen shall, to the maximum extent practical, protect and retain vegetated drainage ditches within City limits, with the purpose of maintaining drainage functions and storm water retention volume, and retaining existing pervious land cover. The provisions of this chapter shall be carried out pursuant to AMC Chapters 13.70 and 14.14.

Note: There are no additional substantive changes other than the renumbering of this Chapter.

SECTION 2. CODE SECTION AMENDED. Chapter 12.48 AMC is hereby amended to read as follows:

- 12.48.010 Purpose of chapter.**
- 12.48.020 Removal of certain vegetation.**
- 12.48.030 Notice to remove.**
- 12.48.040 Serving notice.**
- 12.48.050 Hearing by city council.**

- 12.48.060** **Costs of removal.**
- 12.48.070** **Lien.**
- 12.48.080** **Penalty.**
- 12.48.090** **Other remedies.**

12.48.010 **Purpose of chapter.**

The purpose of this chapter is to standardize and regulate the removal of trees and vegetation for the reasons set forth in Section 12.48.020. The City of Aberdeen shall, to the maximum extent practical, protect and retain existing vegetation and pervious land cover within City limits. The provisions of this chapter shall be carried out pursuant to AMC Chapters 13.70 and 14.14.

12.48.020 **Removal of certain vegetation.**

The owner of any property within the city of Aberdeen shall remove or destroy all trees, plants, shrubs or vegetation, or any parts thereof, which overhang any sidewalk or street, and which are situated on his property or on the portion of the street abutting thereon, in such a manner as to obstruct or impair the free and full use of the sidewalk or street, including the interruption or interference with the clear vision of pedestrians or persons operating vehicles thereon, and including interference with poles, wires, pipes, fixtures or any other part of any public utility situated in the street. The owner of any property shall remove or destroy all trees, plants, shrubs or vegetation or any parts thereof situated on his property or the street abutting thereon, which are a fire hazard or a menace to public health, safety or welfare. The owner shall not remove any trees, plants, shrubs or vegetation within the improved right-of-way, in excess of that described in this section without written approval from the City. (Prior code § 7.24.010)

Note: There are no additional substantive changes other than the renumbering of this Chapter.

SECTION 3. NEW CODE CHAPTER ADOPTED. The following chapter 14.14 is hereby added to the Aberdeen Municipal Code:

Chapter 14.14
Stormwater Quality

Sections:

- 14.14.010** **Purpose of this chapter.**
- 14.14.020** **Regulatory authority.**
- 14.14.030** **Stormwater quality.**

14.14.010 **Purpose of this chapter.**

The purpose of this chapter is to define and standardize stormwater quality in the City of Aberdeen. The City shall adhere to all federal and state regulations regarding stormwater management and water quality protection.

14.14.020 **Regulatory** **authority.**

The City of Aberdeen is required to obtain coverage under the Western Washington Phase II Municipal Stormwater Permit through the National Pollutant Discharge Elimination System and State Waste Discharge General Permit for discharges from Small Municipal Separate Storm

Sewers in Western Washington. This permit is in compliance with the provisions of The State of Washington Water Pollution Control Law Chapter 90.48 Revised Code of Washington and The Federal Water Pollution Control Act (The Clean Water Act) Title 33 United States Code, Section 1251 *et seq.*

Under the federal Clean Water Act, the National Pollutant Discharge Elimination System (NPDES) permit program controls water pollution by regulating point sources that discharge pollutants into waters of the United States. The NPDES Stormwater Program requires the implementation of stormwater programs. Phase II of the NPDES rules extend coverage to operators of regulated small municipal separate storm sewer systems (MS4s) serving less than 100,000. The Washington State Department of Ecology develops and administers National Pollutant Discharge Elimination System (NPDES) municipal stormwater permits in Washington State.

The Phase II Permit authorizes the discharge of stormwater to surface waters and to ground waters of the state from Municipal Separate Storm Sewer Systems (MS4) owned or operated by the Permittee (City of Aberdeen). The City is required to reduce the discharge of pollutants to the maximum extent practicable (MEP) and use all known, available, and reasonable methods of prevention, control and treatment (AKART) to prevent and control pollution of waters of the state of Washington.

14.14.030 Stormwater quality.

Stormwater is rain and snow melt that runs off rooftops, paved streets, highways, and parking lots. As it runs off, it picks up pollution like oil, fertilizers, pesticides, soil, trash, and animal manure. Most stormwater flows untreated into streams, lakes, and marine waters. According to the Department of Ecology, stormwater runoff is the leading threat to Washington's urban waters, streambeds, banks, and habitats. As the population grows in Aberdeen, urban development increases. This results in more developed land and an increase in stormwater runoff and pollution to waters of the state. Unmanaged stormwater runoff can damage fish habitat, contribute to flooding, contaminate swimming areas, pollute shellfish beds, contaminate groundwater, and degrade water quality.

The City works to improve the quality of stormwater runoff by requiring developers and property owners to utilize effective stormwater management principles and proven best management practices (BMPs) when proposing development projects. The goal of these requirements comes in the form of the following:

- Manage stormwater as close to the source as possible.
- Mimic natural processes on site that result in the infiltration or evapotranspiration.
- Preserve and/or recreate natural vegetation.
- Minimize effective impervious surfaces.
- Slow down stormwater transportation by promoting natural movement of water within an ecosystem.

The principles above are all part of a land development technique commonly known as Low Impact Development (LID). Proper management of stormwater runoff and implementation of LID practices minimize damage to public and private property, reduce the effects of development on land and stream channel erosion and sedimentation, assist in the attainment and

maintenance of water quality standards, reduce local flooding, and maintain, post-development, as nearly as possible, the predevelopment runoff characteristics. Applied on a broad scale, LID can maintain or restore a watershed's hydrologic and ecological functions.

The City of Aberdeen has developed a permitting process that emphasizes proper stormwater management and ensures compliance with state and federal regulations. Refer to AMC Chapter 13.70 for provisions related to storm and surface water management and permitting.

SECTION 4. CODE SECTION AMENDED. Chapter 17.04 AMC is hereby amended to read as follows:

17.04.070 Definitions . Certain terms, words, and phrases in this ordinance shall be interpreted or defined as follows:

1. "Access" means way or means of approach to provide physical entrance to a property.
2. "Accessory building" means a minor building that is located on the same lot as a principal building and is used incidentally to a building that houses a principal use, including gazebos, garages, carports, sheds, green houses, patio covers, solariums, and similar roofed structures.
3. "Accessory dwelling unit" means a habitable living unit that provides the basic requirements of shelter, heating, cooking and sanitation and meets the standards provided in AMC 17.56.125.
4. "Accessory use" means a use incidental and subordinate to a permitted use and located on the same lot of single ownership or contiguous lots, or in the same building as permitted use.
5. "Administrator" means the Planning and Development department.
6. "Adult entertainment establishment" shall include any adult cabaret or adult entertainment facility as defined under chapter 5.34 of the Aberdeen Municipal Code.
7. "Alley" means a public right-of-way at least ten feet wide but not more than twenty (20) feet wide which has been dedicated or deeded to the public for public use affording a secondary means of vehicular access to abutting lots and not intended for general traffic circulation.
8. "Annexation" means the incorporation of a land area into the city of Aberdeen with a resulting change in boundaries.
9. "Bed and breakfast inn" means any building or group of buildings on the same lot in which the operator lives in one of the buildings and offers one or more guest room for rent where the guests do not stay for more than thirty (30) consecutive days.
10. "Board of adjustment" means the hearing examiner system established by Chapter 2.30.
11. "Bond" means a surety bond, cash deposit, escrow account, assignment of savings, irrevocable letter of credit or other means acceptable to, or required by, the city to guarantee work is in compliance with all applicable city requirements.
12. "Boarding house" means any building or group of buildings located on the same lot containing a total of more than five guest rooms and where means are provided by the management as a part of the consideration for the guest rooms.
13. "Buildable area" means the space remaining on a building lot after the minimum zoning requirements, including but not limited to lot coverage, building setbacks, landscaping, and parking, have been met.
14. "Building" means a structure used or intended for supporting or sheltering any use or occupancy.

15. "Building height" means the vertical distance of a building measured from the average elevation of the finished grade measured where the walls will intersect the ground to the highest point of the roof.
16. "Building setback line" means a line which establishes a definite point beyond which the foundation of a building shall not extend.
17. "Caretaker's residence" means a dwelling unit located on the premises of a commercial, industrial or public enterprise, and which is occupied by a person who is the owner, proprietor, manager, watch guard, or is otherwise at times in charge of such enterprise.
18. "Cargo containers" means standardized reusable vessels that were (a) originally, specifically or formerly designed for or used in the packing, shipping, movement or transportation of freight, articles, goods or commodities and/or (b) designed for or capable of being mounted or moved by rail, truck or ship by means of being mounted on a chassis or similar transport device. This definition includes the terms "transport containers" and "portable site storage containers" having a similar appearance to and characteristics of cargo containers.
19. "Change of use" means any use which substantially differs from the previous use of a building or land.
20. "Child care facility" means a building or structure where an agency, person or persons regularly provide care for a group of children for periods less than twenty-four (24) hours per day, as home day care, mini day care, and commercial day care.
21. "Child day care" means provision of supplemental parental care and supervision for a nonrelated child or children, on a regular basis for less than twenty-four (24) hours per day and under license by the Washington State Department of Social and Health Services. The term is not intended to include babysitting services of a casual, nonrecurring nature or in the child's home. Likewise, the term is not intended to include cooperative, reciprocate child care by a group of parents in their respective homes. "Child day care" types include "home day care," "mini day care" and "commercial day care."
22. "Commercial day care" means a child care facility for the care of thirteen (13) or more children.
23. "Church" means a building intended primarily for religious worship and accessory uses including Sunday School, religious education classrooms, assembly rooms, a kitchen, a library or reading room, a recreation hall, a one family dwelling for religious staff, but excluding child care services, parochial schools, and facilities for the training of religious orders.
24. "Club" means a nonprofit, social organization whose premises are generally restricted to members and their guests.
25. "Cluster" means a development design technique that concentrates buildings in specific areas on the site to allow the remaining land to be used for recreation, common open space, and the preservation of sensitive features.
26. "Cluster subdivision" means a form of development for residential subdivisions that permits a reduction in requirements and allows common wall construction techniques; provided, there is no increase in the number of lots or the number of dwellings permitted under a conventional subdivision and the resultant land is devoted to open space.
27. "Conditional use" means a category of uses listed within a zoning district that requires review before the board of adjustment to determine their compatibility with the surrounding area and comprehensive plan.

28. "Condominium" means a building or group of buildings in which units are owned individually, and the structure, common areas and facilities are owned by all the owners on a proportional, undivided basis. Condominiums, cooperatives and like property and buildings shall be treated in this title in a like manner regardless of whether the properties and buildings are condominiums, cooperatives, or are in a single ownership. This provision applies to residential, commercial and industrial condominiums and cooperatives.
29. "Day" means a calendar day beginning at midnight and ending on the following midnight.
30. "Density" means the total number of square feet in a lot divided by the number of dwelling units located on the lot.
31. "Department" means the Aberdeen Planning and Economic Development Department.
32. "Dwelling" means a building designed exclusively for residential purposes, including "single-family dwellings," "duplexes," "condominiums," "townhomes," and "multiple family dwellings," but not including hotels or motel units without a kitchen.
33. "Dwelling unit" means one or more rooms, designed, occupied or intended for occupancy as separate living quarters with sleeping and sanitary facilities provided within the dwelling unit for use of a single family maintaining a household.
34. "Duplex" means a structure on a single lot containing two dwelling units each of which is totally separated from the other by a common wall.
35. "Eating and drinking places" means retail establishments selling food and/or drink.
36. "Excavation, surface" means removal or recovery of soil, rock, minerals or organic substances other than vegetation, from land or land on or beneath the surface of water; provided, however, that dredging for navigational purposes or excavation for utilities shall not be included within this definition.
37. "Family" means an individual, or two (2) or more persons related by blood, marriage or legal custody, or a group of not more than five (5) persons who are not all related by blood, marriage or legal custody living together in a dwelling unit.
38. "Fence" means a structure serving as a barrier that wholly or partially encloses a field, yard, or other real property, excluding retaining walls not more than one (1) foot above finished grade, for the purposes of this title, plant material is not considered a fence.
39. "Gross floor area" means the total usable horizontal area of a building, excluding attics.
40. "Group care living facilities, homes" means a place of residence for the handicapped, physically or mentally disabled, developmentally disabled, homeless or otherwise dependent persons. Group homes are intended to provide residential facilities in a home-like environment. Such homes range from licensed establishments operated with twenty-four (24) hour supervision to nonlicensed facilities offering only shelter. They shall not include correctional facilities (except as authorized by Chapters [137-56](#) and [137-57](#) WAC for work/training release programs), nursing homes, ~~type III group care facilities~~, foster family homes or adult family homes as defined by the Washington State Department of Social and Health Services or its successor agency. Group homes include, but are not limited to, the following:
- a. *Confidential Shelters*. Shelter for victims of domestic violence as defined and regulated in Chapter [70.123](#) RCW and Chapter [388-61A](#) WAC. Such facilities are characterized by a need for confidentiality.
 - b. *Home for the Disabled*. A home or other facility which provides board and domiciliary care to individuals who, by reason of infirmity, require such care. An infirmity may be based on conditions including, but not limited to, physical handicap, mental illness and other

developmental disabilities. These group homes are a type of boarding home, as defined in Chapter [18.20](#) RCW. However, boarding homes serving the aged infirm are not included in this definition.

- c. *Homeless Shelter*. A facility offering lodging and/or emergency shelter to homeless individuals for an indefinite period of time and meeting the standards of Chapter [248-144](#) WAC.
 - d. *Group Home for Youth*. Any home maintained and operated for the care of children on a twenty-four (24) hour basis as defined and regulated in Chapter [388-73](#) WAC and Chapter [74.15](#) RCW.
 - e. *Group Home for Offenders*. A home or other facility operated for housing and supervision of work/training release residents during their stay in a work/training release program as defined and regulated in Chapters [137-56](#) and [137-57](#) WAC.
 - f. *Group Living*. Living facilities for groups of unrelated individuals that include at least one person residing on site who is responsible for supervising, managing, monitoring and/or providing care, training or treatment of residents.
- 41. “Home day care” means a child care facility for the care of ten (10) or fewer children located in the family dwelling of the provider. All services must be provided by members of the resident family.
 - 42. “Home occupation” means a commercial activity that is conducted within a dwelling unit or an accessory building by the person(s) residing on the property and which is secondary to the use of the premises as a dwelling unit.
 - 43. “Hotel” means a facility offering transient lodging accommodations to the general public and providing additional services such as restaurants, meeting rooms, and recreational facilities. See motel, boarding house, and bed and breakfast inn.
 - 44. “Junk” means any scrap, waste, reclaimable material or debris, whether or not stored or used in conjunction with dismantling, processing, salvage, storage, baling, disposal, or other use or disposition.
 - 45. “Kennel” means a premises where four or more dogs, cats or combination thereof, of at least six months of age, are kept by the owners of the animals or by persons providing facilities and care, whether or not compensation is involved. May include indoor and outdoor runs.
 - 46. “Landscaping” means a strip of land with plants, hedges, fences, walls or similar screening used to visibly separate one use from another or to shield or block noise, glare, or other nuisances.
 - 47. “Lot” means a tract of land lawfully established and officially recorded in the county auditor's office, whether described by metes and bounds and/or by lot or by lot and block designation in a recorded plat, which constitutes a unit of land under single ownership with a minimum of twenty (20) feet of frontage on an improved street.
 - 48. “Lot area” or “lot size” means the total horizontal area included within the legally defined boundaries of the lot, excluding public rights-of-way.
 - 49. Lot, corner or “corner lot” means a lot at the junction of and abutting on two or more streets where the angle of intersection is one hundred thirty (130) degrees or less.
 - 50. “Lot depth” means the horizontal distance between the midpoint of the front lot line and the midpoint of the rear lot line.
 - 51. “Lot, interior” or “interior lot” means a lot other than a corner lot
 - 52. “Lot line, front” or “front lot line” means, for corner lots, the shortest boundary of the lot abutting a street. For interior lots, the boundary abutting the street except for “panhandle”

lots where the front lot line shall be the boundary line (extended the width of the lot) which represents the intersection of the driveway portion of the lot with the buildable area of the lot.

53. “Lot line, rear” or “rear lot line” means the boundary of the lot opposite and most nearly parallel to the front lot line.
54. “Lot line, side” or “side lot line” means any lot line which is not a front lot line or a rear lot line.
55. “Lot width” means the mean horizontal dimension of a lot measured between the side lot lines, approximately parallel to the street frontage.
- “Low Impact Development (LID)” means a stormwater and land management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning and distributed stormwater management practices that are integrated into a project design.
- “Low Impact Development Best Management Practices (BMPs)” means low impact development best management practices or stormwater management practices, integrated into a project design, that emphasize pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration. LID BMPs include, but are not limited to, bioretention, rain gardens, permeable pavements, roof downspout controls, dispersion, soil quality and depth, vegetated roofs, minimum excavation foundations, and water re-use.
- “Low Impact Development Principles” means low impact development principles and land management strategies that emphasize conservation, use of onsite natural features, and site planning to minimize impervious surfaces, native vegetation loss, and stormwater runoff.
57. “Manufactured home” means a single-family dwelling built to 42 U.S.C. Sec 5401-5403 standards (as amended in 2000). A “mobile home,” modular home, commercial coach, or recreational vehicle is not a manufactured home.
58. “Manufactured home, new” or “new manufactured home” means any manufactured home required to be titled under Title 46 RCW, which has not been previously titled to a retail purchaser, and is not a “used mobile home” as defined in RCW 82.45.032(2).
59. “Metes and bounds” means a means of legally describing land where a high degree of accuracy is required. Metes refers to distances, where bounds refers to boundaries revealed by monuments and landmarks. The descriptions starts at an easily identifiable point of beginning, following boundaries for precise distances and ultimately returning to the point of beginning.
60. “Mini day care” means a child care facility for the care of twelve (12) or fewer children; when located in a residence, the portion where the children have access must be separate from the family living quarters, or that portion where the children have access must be used exclusively for their care during the hours that the child care center is operating.
61. “Mobile home” means a factory-built dwelling built prior to June 15, 1976, to standards other than the United States department of housing and urban development code, and acceptable under applicable state codes in effect at the time of construction or introduction of the home into the state. Mobile homes have not been built since the introduction of the United States department of housing and urban development manufactured home construction and safety act.
62. “Motel” means a facility offering accommodations containing five or more rooms with at least twenty-five (25) percent having direct access to the outside without the necessity of

passing through the main lobby of the building. See hotel, boarding house, and bed and breakfast inn.

63. "Multiple family dwelling" means a building containing three or more dwelling units.
64. Nonconforming shall have the definition set forth in Chapter [17.92](#).
65. "Open space" means an area that is legally and practically accessible to the residents of the development that is not encumbered with any substantial structure, devoted to use as a roadway, parking area or sidewalk and is left in its natural or undisturbed state as of the date development began. Minor improvements may be made to open space areas to accommodate the cutting of trails or if unwooded, to landscape for ball fields, picnic areas and similar facilities or to create a wooded or natural area. No more than twenty-five (25) percent of an open area may lie within a floodplain or floodway.
66. "Ownership" means possession of real estate or a legal contract to purchase or lease real estate, assigning sole or preemptive right to use or occupy real estate for a specified period of time.
67. "Permitted use" means a use by right which is specifically authorized in a particular zoning district.
68. "Personal and professional services" means beauty and barber shops; offices for doctors, dentists and others engaged in human healing arts; provided, no overnight care is given; mortuary; offices for engineers, attorneys, architects, real estate, insurance, travel agencies, ambulance services and bail bonds; and other services similar to the above to which the sale or repair of merchandise or equipment is incidental.
69. "Planning commission" means the city of Aberdeen planning commission.
70. Primary use" means the main use of land or structures as distinguished from an accessory use.
71. Public and semi-public uses" means a structure or activity housing such uses as public and private schools, public assembly areas, public and private recreational facilities, places of worship, mortuaries and cemeteries, libraries, police and fire stations, public parking areas, fish hatcheries and pens, and watersheds; excluding those listed as unclassified uses.
72. "Recycling drop box" means a structure or box with a top, enclosed on four sides, and with an opening or door in which recyclable materials are placed or deposited. A recycling drop box under this definition shall have no more than two hundred (200) square feet of floor area. Included within this definition are metal recycling collection drop boxes and recycling reverse vending machines. Recycling drop boxes may be within or outside of a building.
73. "Recreational open space" means a portion of a lot or a building available for the recreational use of the residents of the lot.
74. "Recreational vehicle" means a vehicular type unit designed as temporary living quarters for recreational camping or travel uses, with or without motive power. This definition includes vehicles such as travel trailers, camping trailers, truck campers and motor homes. A recreational vehicle is not a mobile home.
75. "Recreational vehicle park" means a private or public recreational facility on which two or more recreational trailers or vehicles are parked or located.
76. Sales - "garage sales" or "yard sales" means the sale of used household personal items by the owner thereof, usually on residential premises.
77. "Sales, incidental wholesale/retail" or "incidental wholesale/retail sales" means occasional wholesale and/or retail sales less than fifty (50) percent the total sales volume conducted on or from a business premises.

78. "Sales, second hand" or "second hand sales" means sales of items previously used by other persons, excluding garage sales and yard sales.
79. "Sales, retail" or "retail sales" means sales for direct consumption and not for resale.
80. "Sales, wholesale" or "wholesale sales" means sales for resale, not for direct consumption.
81. "Sign" means any device that is sufficiently visible to persons not located on the lot where such device is located and is designed to attract the attention of such persons or to communicate information to them.
82. "Sign, billboard" or "billboard sign" means any message, word, symbol, design, picture or visual medium which is intended to draw attention to a product, service, business, person, institution, location and is placed or painted on the ground, or on any tree, wall, fence, rock, structure or thing whatsoever and placed thereon, whether indoor or outdoor, so as to be visible from off premises exclusive of legal notices, safety and directional signs posted by public agencies.
83. "Sign, freestanding" or "freestanding sign" means a sign that is attached to, erected on, or supported by some structure (such as a pole, mast, frame, or other structure) that is not itself an integral part of or attached to a building or other structure whose principal function is something other than the support of a sign. If the message is removed from a structure that was originally designed and used as a freestanding sign, this structure shall still be considered a sign.
84. "Sign, off-premises" or "off-premises sign" means a sign that draws attention to or communicates information about a business, service, or activity that exists or is conducted, sold, offered, maintained, or provided at a location other than the premises on which the sign is located.
85. "Sign, portable" or "portable sign" means a sign that is not permanently affixed to a building, structure, or the ground except for temporary signs.
86. "Sign, temporary" or "temporary sign" means a sign that: (a) is used in connection with a circumstance, situation, or event that is designed, intended, or expected to take place or to be completed within a reasonably short or definite period after the erection of such sign, or (b) is intended to remain on the location where it is erected or placed for a period of not more than thirty (30) days. If a sign display area is permanent but the message displayed is subject to periodic changes, that sign shall not be regarded as temporary.
87. "Single-family dwelling" means a building containing one dwelling unit on a lot intended for occupancy by one family.
88. "Special use" means a category of uses listed within a zoning district that requires review before the Planning Commission and city Council to determine their compatibility with the surrounding area and comprehensive plan.
89. "Street" means land designated by the city of Aberdeen or the State of Washington as a thoroughfare and which affords the primary means of access to abutting property or private land.
90. "Surface, impervious" or "impervious surface" means ground or covered ground through which water cannot percolate.
91. "Townhome" means a building designed exclusively for occupancy by one family and containing one dwelling unit, occupying space from the ground to the roof and not lying vertically under or over adjacent units, and attached to one or more other dwelling units by common walls which may be located on lot side lines.

92. "Unclassified use" means a use possessing characteristics of such unique and special form as to make impractical its being made automatically and consistently permissible in any defined classification or zone as set forth in this title, such as airports, landing fields, heliports, correctional institutions, public transit facilities, power-generating plants, utility booster stations and conversion plants, sewage treatment plants, quarrying and mining, and commercial excavation.
93. "Urban services area" means that area, both within the city and outside it, which is either presently served or is slated to be served by the water and sewer systems of the city of Aberdeen.
94. "Use" means the activity or function that actually takes place or is intended to take place on a lot.
95. "Variance" means a device granted by the board of adjustment which provides relief to a property owner from certain provisions of this title when, because of the particular physical surroundings, shape or topographical condition of the property, compliance would result in the denial of the rights and privileges allowed to other properties in the vicinity.
96. "Vision clearance triangle" means formed by the intersection of two street right-of-ways.
97. "Yard" means an open space abutting a lot line unobstructed and unoccupied from the ground upward except for certain exceptions allowed herein. A yard shall be measured at right angles to the lot line and shall extend into the lot to the depth required by this title.
98. "Yard, front" or "front yard" means a yard extending the full width of the lot abutting the front lot line to the depth required by this title.
99. "Yard, rear" or "rear yard" means a yard extending the full width of the lot abutting the rear lot line to the depth required by this title.
100. "Yard, side" or "side yard" means a yard which extends from the front yard, or front lot line where no front yard exists, to the rear yard or rear lot line where no rear yard exists and abutting a side yard lot to the depth required by this title.
- Prior to the adoption of 6521 on 10/26/2011, Section 17.04.070 read as follows.
 Prior to the adoption of 6379 on 04/27/2005, Section 17.04.070 read as follows.
 (Ord. 6593 § 1, Amended, 06/08/2016; Ord. 6592 § 11, Amended, 05/25/2016; Ord. 6521, Amended, 10/26/2011; Ord. 6379, Amended, 04/27/2005; Ord. 6179, Amended, 02/25/1998)

SECTION 5. CODE SECTION AMENDED. Chapter 17.60 AMC is hereby amended to read as follows:

17.60.020 Parking requirements.

- A. The minimum required parking spaces for the various uses shall be as listed in Sections 17.60.030 through 17.60.070. Where the requirements produce a fractional result, the number shall be increased to the next highest unit. The parking requirement for a use not specifically mentioned in this chapter shall be the same as the use which is most similar. In the case of mixed uses, the total requirement of parking shall be the sum of the requirements of the various uses computed separately. (Prior code § 11.020.020)
- B. All proposed new or altered parking areas within the City shall adhere to Low Impact Development (LID) requirements in accordance with AMC Section 13.70.130.

Note: There are no additional substantive changes to this chapter.

SECTION 6. CODE SECTION AMENDED. Chapter 17.88 AMC is hereby amended to read as follows:

17.88.020 General landscaping standards. Where required by this title or as a condition for a rezone, conditional use permit, special use permit, or unclassified use permit, the proposed development shall provide landscaping so that:

- A. Neighboring properties are shielded from any adverse external effects of that development;
- B. The development is shielded from the negative impacts of adjacent uses such as streets or railroads;
- C. When determining which buffering requirements apply between two different principal uses on the same lot and another adjacent use, the city shall utilize the more intensive use to select the appropriate buffer;
- D. Significant existing vegetation is retained and incorporated into the new landscaping design.
- E. The development shall adhere to Low Impact Development (LID) requirements in accordance with AMC Section 13.70.130.

(Prior code § 11.028.020)

Note: There are no additional substantive changes to this chapter.

SECTION 7. 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 8. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish a summary in lieu of this ordinance.

SECTION 9. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and APPROVED this ____ day of _____, 2019.

Erik Larson, Mayor

ATTEST:

Cori Schmid, Finance Director

HONORABLE MAYOR: Erik Larson
THE MEMBERS OF
YOUR COMMITTEE ON: Public Safety
TO WHOM WAS REFERRED: Community Development Department
RE: Code Amendments

REPORT AND RECOMMEND AS FOLLOWS:

The Downtown Parking and Business Improvement Committee is requesting that the Public Safety Committee look at adopting new regulations in the City of Aberdeen’s Zoning Code that define Human Service Facilities and locations of where this use can be permitted.

Staff is recommending that this request be forwarded on to the Aberdeen Planning Commission for their review and to receive public comment through an open forum and then send a report and a recommendation back to the Public Safety Committee regarding this proposed new legislation.

Attached please find an example of what Vancouver, Washington approved and then repealed.

Therefore, it is recommended that the Mayor and City Council forward this item on to the Aberdeen Planning Commission for further review and recommendation.

Lisa Scott, Director

Chair

Reported March 13, 2019

Adopted March 13, 2019
