



ABERDEEN CITY COUNCIL

January 13, 2016

****AMENDED****

COUNCIL MEETING AGENDA

7:15 p.m. Third Floor, City Hall

COMMITTEE OF THE WHOLE

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

COUNCIL MEETING

- I. ROLL CALL
- II. FLAG SALUTE
- III. APPROVAL OF MINUTES
- IV. PUBLIC COMMENT Re: Agenda Items (Please limit your comments to 3 minutes)
- V. FINANCE COMMITTEE
 - A. Committee Chair Report
 - B. Approval of expenditures
 - 1. Recommend approval of expenditures and payroll.
 - C. Reports & Communications
 - 1. Report from Finance and the Assistant Parks Director recommending that the City Council accept the grant award from Grays Harbor County and authorize the Mayor to sign the Tourism Service Contract.
 - D. Resolutions
- VI. PUBLIC WORKS
 - A. Committee Chair Report
 - B. Public Hearings
 - 1. This is the date set for public hearing on the extension of the moratorium on crude oil facilities imposed by Ordinance 6578.
 - C. Reports & Communications
 - 1. Report from Public Works and Public Works Director recommending that City Staff be authorized to sign the Project Review Reimbursable Agreement with WSDOT authorizing an additional \$15,500 from City funds in addition to the previously approved \$2,000 to cover the full amount the City owes to WSDOT for the completion of the Downtown Restriping Project.

VII. PUBLIC SAFETY

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

VIII. SPECIAL AGENDA ITEMS

- A. Resolutions
 - 1. Resolution accepting the donation of real property from the Estate of Ann Weatherwax.
- B. Elections
 - 1. Election of Council President
 - 2. Election of Committee on Committee Members

IX. CITY COUNCIL COMMENT PERIOD

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

XI. EXECUTIVE SESSION

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

**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor:

Hon. Erik Larson

Dianne

**The Members of
Your Committee On:**

Finance Committee and the Assistant Parks Director

In Reference To:

Signing a contract with GH County Tourism

Reports and recommendations as follows:

The City of Aberdeen Parks Department has been awarded a \$2,000 Tourism Grant from Grays Harbor County Department of Fair, Events & Tourism. This grant is to be used for the purchase of supplies for the 2016 City Beautification Program.

Reports and recommend as follows:

That the City Council accept the grant award from Grays Harbor County and authorize the Mayor to sign the Tourism Service Contract.



Stacie Barnum, Asst. Parks Director

Tim Alstrom, Chair

Denny Lawrence, Vice Chair

Reported: January 13, 2016

Jeff Cook

Adopted:

Pete Schave

**2016 GRAYS HARBOR COUNTY
ONE-TIME-ONLY FUNDING ALLOCATION/TOURISM SERVICE CONTRACT**

The CITY OF ABERDEEN (hereinafter referred to as the "Agency") agrees to utilize Grays Harbor County Tourism funding in the amount of \$2,000.00 for the purpose of:

Providing a comprehensive, cooperative, and planned approach to the promotion of tourism in Grays Harbor County. Funds will be used for advertising, publicizing, and/or promotion of the following tourism event, festival or project in accordance with allowable expenses defined under RCW 67.28: **2016 ABERDEEN BEAUTIFICATION PROJECT.**

Funds will be provided on a reimbursement basis only for expenses qualifying under state law. Requests for expenses that do not qualify under state law will be denied. The Agency will submit original invoice(s) for allowable expenses allocated for the amount funded and submit such invoices to the Grays Harbor County Tourism Office, P.O. Box 1229, Elma, WA 98541, for the above specified amount within 60 days of the event/festival/project. Agency will provide an annual report by December 15, 2016 to include statistical data to substantiate the level of success of the promotion. If the event occurs after December 15th, 2016, a reporting due date extension may be obtained by the Agency from Grays Harbor County Tourism Management. Agency must have a valid, qualifying Federal Tax Identification number. Agency must list Grays Harbor Tourism as a sponsor and utilize the Grays Harbor Tourism logo in advertising.

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

The Agency shall not discriminate in its employment or in providing services on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, Vietnam era, or disabled veteran status, or the presence of any sensory, mental, or physical handicap. The Agency shall take affirmative action to ensure that its facilities and program are accessible to people with sensory, mental or physical handicaps in compliance with the ADA.

Agreement executed this _____ day of _____, 2016.

By: (Agency Representative)

BOARD OF COMMISSIONERS
GRAYS HARBOR COUNTY

Title

Vickie L. Raines, Chairman

Address

Wes Cormier, District 1

Attest:

Frank Gordon, District 2

Clerk of the Board

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR:

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

TO WHOM IT WAS REFERRED: Downtown Traffic Impact Moderation Project Funding

REPORTS AS FOLLOWS: On July 22, 2015, City Council approved a contribution of \$2,000 towards the completion of the WSDOT Downtown Restriping Project. This project has been completed and the final costs for the project have come in at just under \$27,500. WSDOT is deducting \$10,000 to cover the cost of what it would have taken to just refresh the existing markings on Wishkah and Heron. The remaining \$17,500 is the City of Aberdeen's responsibility and includes the previously approved \$2,000 plus an additional amount of \$15,500. The total amount paid by the City is not to exceed \$17,500.

THEREFORE, IT IS RECOMMENDED: That City Staff be authorized to sign the Project Review Reimbursable Agreement with WSDOT authorizing an additional \$15,500 from City funds in addition to the previously approved \$2,000 to cover the full amount the City owes to WSDOT for the completion of the Downtown Restriping Project.

Rick Sangder
Deputy Public Works Director

Reported _____, 2015

Adopted _____, 2015

Kathi Hoder, Chair

Margo Shortt, Vice-Chair

Doug Paling, Member

Alan Richrod, Member



Project Review Reimbursable Agreement		Applicant or Local Agency City of Aberdeen	
		Billing Address City of Aberdeen 200 East Market Street Aberdeen Wa. 98520	
Region		Contact Email rsangder@aberdeenwa.gov	
Agreement Number J C1367	Contact Name Rick Sangder		Contact Phone 360 537 3228
Estimated Costs This estimate is based on the best available information to date and includes WSDOT's indirect cost rate		\$17,500	Surety Amount \$ <input checked="" type="checkbox"/> Not Applicable
SR 101	MP 83 - 85	Project Name US 101 Aberdeen restriping project	
Detailed Description of Work by WSDOT			
Project Review <input type="checkbox"/>		Region Striping for the restriping of the US 101 couplets to cover costs above and beyond normal maintenance striping.	
Inspection <input type="checkbox"/>			
Other (see description of work) <input checked="" type="checkbox"/>			

This AGREEMENT is made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named "APPLICANT OR LOCAL AGENCY", hereinafter "ENTITY,"

WHEREAS, the ENTITY has requested WSDOT to perform the above described work, and WSDOT is authorized and willing to perform the work, and

WHEREAS, the ENTITY is responsible for the costs associated with the work,

NOW THEREFORE, pursuant to the terms, conditions and performances contained herein and/or attached hereto, and by this reference made a part of this Agreement, it is mutually agreed between the Parties hereto as follows:

1. GENERAL

1.1 The WSDOT agrees to perform the above described work requested by the ENTITY, using state labor, equipment and materials.

1.2 To secure payment of the potential costs incurred in the review process, WSDOT requests that a Surety Amount in the form of Bond, Assignment of Escrow, Irrevocable Letter of Credit, Check or Money Order in the amount listed above accompany the endorsed original copy of this Agreement.

1.3 All WSDOT reviews, and/or inspections provided by WSDOT are solely for the benefit of WSDOT and not for the ENTITY or any other third party.

2. PAYMENT

2.1 The ENTITY, in consideration of the faithful performance of the work by WSDOT, agrees to reimburse WSDOT for the actual direct and related indirect costs associated with the work, including WSDOT's current administrative indirect cost rate.

2.2 The ENTITY agrees to make payment for the work by WSDOT within thirty (30) calendar days from receipt of billing from WSDOT.

2.3 The ENTITY agrees that if it fails to make payment within thirty (30) calendar days of the invoice, the WSDOT may charge interest in accordance with RCW 43.17.240 and may elect to send the outstanding invoice(s) to a WSDOT contracted collection agency resulting in the assessment of additional fees and/or penalties.

2.4 Upon payment of all WSDOT invoices by ENTITY, WSDOT will release rights of remaining Surety Amount.

3. INCREASE IN COST

3.1 The Parties agree that the estimated cost of the work may be exceeded by up to twenty-five (25) percent. In the event costs exceed the estimated costs by more than twenty-five (25) percent the Parties agree to modify the estimated cost of work by written amendment, signed by both Parties.

4. ASSIGN ENT

4.1 This Agreement, and any claim arising under this Agreement, shall not be assignable or delegable by either Party, either in whole or in part.

5. INDE NIFICATION

5.1 The ENTITY shall defend, protect and hold harmless WSDOT, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from the negligent acts or omissions of ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents while performing under the terms of this Agreement. This defense and indemnity obligation shall not include such claims, actions, costs, damages, or expenses which may be caused by the sole negligence of WSDOT, its officers, officials, employees, contractors, sub-contractors and/or agents; provided, however, that if the claims, suits or actions are caused by or result from the concurrent negligence of (a) WSDOT, its officers, officials, agents, contractors, sub-contractors or employees and (b) the ENTITY, its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents, or involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the ENTITY or its officers, officials, employees, assigns, contractors, sub-contractors, tenants, sub-tenants, licensees, invitees and/or agents. ENTITY specifically assumes potential liability for the actions brought by ENTITY'S employees and solely for the purposes of this indemnification and defense, ENTITY specifically waives any immunity it may be afforded in connection with such claims under the State industrial insurance law, Title 51 RCW. ENTITY recognizes that this waiver was the subject of mutual negotiations.

6. A END ENT

6.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7. TERMINATION

7.1 Either Party may terminate this Agreement, with or without cause, by providing written notice to the other of such termination and specifying the effective date thereof at least thirty (30) calendar days before the effective date of such termination. The ENTITY will reimburse WSDOT for all charges up to the date of termination.

8. DISPUTES

8.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy.

8.2 In the event that a dispute arises under this Agreement which cannot be resolved as outlined in Section 8.1 between the Parties, the dispute will be settled in the following manner: Each Party will appoint a member to a dispute board. The members so appointed will jointly appoint a third member to the dispute board who is not employed by or affiliated in any way with either Party. The dispute board will evaluate the facts, contract terms, and applicable statutes and rules and make a determination of the dispute. The determination of the dispute board will be final and binding on the Parties. Any costs associated with appointing the third member will be equally shared between the Parties. Each Party shall be responsible for its own costs, including attorneys fees.

8.3 The Parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court.

9. TERM OF AGREEMENT

9.1 The term of the Agreement shall begin upon the date of execution and shall remain in effect until WSDOT has completed the above described work and the ENTITY has made full payment, whichever comes last, unless modified according to Section 6, "AMENDMENT," above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date last signed by the PARTIES below.

ENTITY

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

Signature:

Printed:

Bill Sim

Title:

A R

Date:

TIN:

-60

OR

Social Security Number:

Signature: _____

Printed: _____

Title: _____

Date: _____

RESOLUTION No. 2016 - _____

A RESOLUTION ACCEPTING THE DONATION OF REAL PROPERTY FROM THE ESTATE OF ANN WEATHERWAX.

WHEREAS, the Estate of Ann Weatherwax has offered to quit claim to the city of Aberdeen, as a gift, the property commonly known as 104 E. Wishkah Street (portion of parking lot adjacent to City Drug building);

WHEREAS, the city council has determined that the donation of the property by quit claim deed, as is, without express or implied warranties from the donor and without conditions or restrictions of any type imposed by the donor, should be accepted; **NOW, THEREFORE**,

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN: that the Mayor and Finance Director are authorized to execute the attached Real Estate Gifting Agreement with the Estate of Ann Weatherwax.

PASSED and APPROVED on _____ 2016.

Erik Larson, Mayor

ATTESTED:

Kathryn Skolrood, Finance Director

REAL ESTATE GIFTING AGREEMENT

THIS AGREEMENT is entered into between **THE ESTATE OF ANN WEATHERWAX**, hereinafter referred to as "Donor" and the **CITY OF ABERDEEN**, hereinafter referred to as "Donee." The parties hereto agree as follows:

1. AGREEMENT TO GIFT. Donor hereby agrees to gift to Donee the following described real estate located in the City of Aberdeen, County of Grays Harbor, commonly known as 104 E. Wishkah St., and legally described as: Lot 8, Block 39, Benn's Plat of Aberdeen, according to the plat thereof as recorded in Volume 1 of Plats, page 37, records of Grays Harbor County.

2. CONVEYANCE. Title shall be conveyed by Quit Claim Deed.

3. CONDITION OF PROPERTY - NO CONTINGENCIES OR INSPECTIONS. There are no contingencies to this transaction. Donee has conducted its own due diligence and has inspected the premises and accepts the property "as is" without any warranties, express or implied. The Donor is a probate estate and is not aware of the presence of any hazardous materials or other defects on the premises. Donee accepts the property subject to the presence of such materials or defects and is not relying on any statements or representations in deciding to accept this gift.

4. DISCLOSURE STATEMENT. Since this is a transfer arising out of a probate estate and the transfer is a gift, Donor is not required to complete a disclosure statement pursuant to RCW 64.06.

5. POSSESSION. Donee shall be entitled to possession on closing.

6. CLOSING. The closing of this transaction and execution and delivery of the documents as herein shall be on or before January 31, 2016, at such location as may be agreed to by the parties.

7. ATTORNEY FEES. In the event either party shall be required to bring any action to enforce any of the provisions of this Agreement or shall be required to defend any action brought by the other with respect to this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, in addition to costs and necessary disbursements. "Action" shall include an arbitration proceeding.

8. ENTIRE AGREEMENT. This Agreement constitutes the whole agreement between the parties hereto. There are no terms, obligations, covenants, or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an instrument in writing.

[DATE AND SIGNATURE BLOCKS TO BE ADDED]