



## ABERDEEN CITY COUNCIL

December 28, 2016

### COUNCIL MEETING AGENDA

7:15 PM – 3<sup>rd</sup> Floor, City Hall

### COMMITTEE OF THE WHOLE

- A. Guest Speakers
  - 1. Doug Orr (Gateway Center Design)
- 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. ADDITIONS / DELETIONS

#### V. PUBLIC COMMENT Re: Agenda Items (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
- E. Ordinances
  - 1. Third reading of Bill No. 16-13 adopting the 2017 Budget
  - 2. Third reading of Bill No. 16-15 adopting the 2016 Supplemental Budget.

#### VII. PUBLIC WORKS

- A. Committee Chair Report
- B. Reports & Communication
  - 1. Correspondence from LeMay regarding the 30 gallon monthly garbage service.
  - 2. Report from Public Works and Public Works Director recommending the acceptance of the contract and scope of work for the Fry Creek Restoration and Flood Reduction Project.

C. Resolutions

1. Resolution adopting the Timberworks Resiliency & Restoration Master Plan.

D. Ordinances

1. First reading of Bill No. 16-XX relating to the amended flood ordinance.

**VIII. PUBLIC SAFETY**

A. Committee Chair Report

B. Reports & Communications

1. Report from Public Safety and Police Chief recommending the acceptance of funds from the Tamaki Foundation for the Police Canine Program.
2. Report from Public Safety and Police Chief recommending that the Mayor be authorized to sign the agreement with the GH Children's Advocacy Center.

**IX. SPECIAL AGENDA ITEMS**

A. Reports & Communication

1. Report from Personnel and Human Resources recommending that the City Council adopt the job description and create the job classification for Entry Level Engineer effective immediately.

B. Proclamation

C. Resolutions

D. Appointments

**X. CITY COUNCIL COMMENT PERIOD**

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

**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.

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE 2017 ANNUAL BUDGET FOR THE CITY OF ABERDEEN, GRAYS HARBOR COUNTY, STATE OF WASHINGTON.**

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

**SECTION 1. BUDGET ADOPTED.** The preliminary budget, incorporated herein by reference, is hereby adopted as the budget of the City of Aberdeen for the year 2017 with the following appropriations:

<b>Fund #</b>	<b>General Fund</b>	<b>Estimated Revenues</b>	<b>Expenditures/ Appropriations</b>	<b>Ending Fund Balance</b>
001	General Fund	\$18,648,695	\$13,806,390	\$4,842,300
	<b>Total General Fund</b>	<b>\$18,648,695</b>	<b>\$13,806,390</b>	<b>\$4,842,300</b>
	<b>Special Revenue Funds</b>			
101	Library	\$95,100	\$65,400	\$29,700
102	Parks	\$980,200	\$959,165	\$21,035
103	Street	\$1,966,250	\$1,954,600	\$11,650
105	Arterial Street	\$1,116,500	\$1,116,500	\$0
106	Paths & Trails	\$14,500	\$2,000	\$12,500
107	Morrison Riverfront Park	\$50,000	\$49,875	\$125
112	Insurance Reserves	\$1,250,000	\$50,000	\$1,200,000
120	Emergency Medical Services	\$4,106,440	\$3,484,175	\$622,265
121	Animal control	\$137,950	\$124,025	\$13,925
122	Parking Enforcement	\$86,750	\$75,060	\$11,690
123	Canine Fund	\$26,000	\$16,845	\$9,155
125	Museum	\$25,500	\$25,350	\$150
128	Community Center	\$160,300	\$116,280	\$44,020
132	Recreational Sports Programs	\$300,000	\$93,485	\$206,515
145	Drug Task Force	\$232,100	\$100,000	\$132,100
	<b>Total Special Revenue Funds</b>	<b>\$10,547,590</b>	<b>\$8,232,760</b>	<b>\$2,314,830</b>

Bill No. 16-13

		<u>Estimated Revenues</u>	<u>Expenditures/ Appropriations</u>	<u>Ending Fund Balance</u>
<b>Debt Service Funds</b>				
206	2000 Fire Truck Bond Redemption	\$239,022	\$233,358	\$5,664
	<b>Total Debt Service Funds</b>	<b>\$239,022</b>	<b>\$233,358</b>	<b>\$5,664</b>
<b>Capital Project Funds</b>				
301	Community Devel. Block Grant	\$3,162,200	\$3,150,200	\$12,000
302	Urban Devel. Action Grant	\$294,622	\$30,000	\$264,622
303	Hotel/Motel	\$150,500	\$63,500	\$87,000
305	Dept. of Justice Grants	\$115,261	\$113,298	\$1,963
318	Abatement	\$329,300	\$263,996	\$65,304
320	Public Buildings	\$672,500	\$381,000	\$291,500
350	Utility Construction	\$45,000	\$0	\$45,000
399	Capital Improvements	\$1,035,000	\$1,031,000	\$4,000
	<b>Total Capital Project Funds</b>	<b>\$5,804,383</b>	<b>\$5,032,994</b>	<b>\$771,389</b>
<b>Enterprise Funds</b>				
401	Garbage Utility	\$131,376	\$70,000	\$61,376
403	Sewer Utility	\$4,498,300	\$4,463,724	\$34,576
404	Water Utility	\$3,860,200	\$3,812,046	\$48,154
405	Storm Water Utility	\$524,770	\$523,860	\$910
407	Industrial Water System	\$1,285,000	\$409,156	\$875,844
413	Sewer Cumulative Reserve	\$268,000	\$0	\$268,000
	<b>Total Enterprise Funds</b>	<b>\$10,567,646</b>	<b>\$9,278,786</b>	<b>\$1,288,860</b>
<b>Internal Service Funds</b>				
501	Equipment Rental	\$367,882	\$345,282	\$22,600
502	Equipment Rental Reserve	\$1,325,000	\$75,000	\$1,250,000
	<b>Total Internal Service Funds</b>	<b>\$1,692,882</b>	<b>\$420,282</b>	<b>\$1,979,500</b>
<b>Fiduciary Funds</b>				
611	Fire Pension	\$647,000	\$436,251	\$210,749
612	Police Pension	\$583,350	\$438,538	\$144,812
629	Brownfield Development Fund	\$49,550	\$0	\$49,550
630	Transportation Benefit Imprv. District	\$1,304,000	\$650,000	\$654,000
	<b>Total Fiduciary Funds</b>	<b>\$2,583,900</b>	<b>\$1,524,789</b>	<b>\$1,059,111</b>
	<b>Grand Total All Funds</b>	<b>\$47,500,219</b>	<b>\$37,004,567</b>	<b>\$11,202,552</b>

Bill No. 16-13

**SECTION 2. PUBLICATION BY SUMMARY.** The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and APPROVED this 14<sup>th</sup> day of December, 2016.

\_\_\_\_\_  
Erik Larson, Mayor

ATTESTED:

\_\_\_\_\_  
Mike Folkers, Finance Director

**ORDINANCE NO.**

**AN ORDINANCE ADOPTING THE 2017 ANNUAL BUDGET FOR THE CITY OF ABERDEEN, GRAYS HARBOR COUNTY, STATE OF WASHINGTON.**

The following is a summary of the above ordinance for the purposes of publication. The full text of the ordinance will be mailed upon request.

- Section 1.** Adopts the 2017 preliminary budget by reference as the final budget for 2017 and sets appropriation levels by fund.
- Section 2.** Publication by summary authorized.
- Section 3.** Effective date (immediately upon its passage, signing, and publication).

PASSED and APPROVED this 14<sup>th</sup> day of December , 2016.

/s/Erik Larson, Mayor

/s/Mike Folkers, Finance Director (Attest)

**ORDINANCE NO.**

**AN ORDINANCE ADOPTING A SUPPLEMENTAL BUDGET TO CHANGE 2016 APPROPRIATIONS AND EXPENDITURES AS SPECIFIED HEREIN.**

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

**SECTION 1. SUPPLEMENTAL BUDGET ADOPTED.** The budget for the year 2016 is hereby supplemented by authorization of the following revenues and expenditures:

	<u>Supplemental Request</u>
<b><u>Fund 001 General Government Fund</u></b>	
<b><u>Uses of Funds (by Department)</u></b>	
General Government	\$ 123,000
Finance	\$ 20,000
Legal	\$ 2,500
Police	\$ 147,800
Care & Custody of Prisoners	\$ 40,000
<b>Use of Funds</b>	<b>\$ 333,300</b>
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<b>Source of Funds</b>	<b>\$ 109,000</b>
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<b><u>FUND 105 Arterial Street</u></b>	
<b>Uses of Funds</b>	<b>\$ 995,000</b>
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<b>Source of Funds</b>	<b>\$ 920,000</b>
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<b><u>FUND 123 Police Canine</u></b>	
<b>Uses of Funds</b>	<b>\$ 1,000</b>
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<b><u>FUND 303 Hotel Motel</u></b>	
<b>Uses of Funds</b>	<b>\$ 15,000</b>
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<b><u>FUND 318 Abatements</u></b>	
<b>Uses of Funds</b>	<b>\$ 37,000</b>

	<b>Supplemental Request</b>
<b><u>FUND 320 Public Buildings</u></b>	
Uses of Funds	\$ 30,000
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Source of Funds	\$ 14,000
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<b><u>FUND 350 Utility Construction</u></b>	
Uses of Funds	\$ 12,000
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<b><u>FUND 399 Capital Improvements</u></b>	
Uses of Funds	\$ 600,000
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Source of Funds	\$ 600,000
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<b><u>FUND 401 Garbage Utility</u></b>	
Uses of Funds	\$ 15,000
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<b><u>FUND 414 Water Reserves</u></b>	
Uses of Funds	\$ 300,000
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<b><u>FUND 502 Equipment Rental Reserve</u></b>	
Uses of Funds	\$ 206,000
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Source of Funds	\$ 61,800
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<b><u>FUND 629 Brownfield Development</u></b>	
Uses of Funds	\$ 100,000
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Source of Funds	\$ 100,000
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**SECTION 2. PUBLICATION BY SUMMARY.** The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage, signing, and publication.



**PASSED and APPROVED** this 28<sup>th</sup> day of December, 2016

\_\_\_\_\_  
Erik Larson, Mayor

ATTEST:

\_\_\_\_\_  
Mike Folkers, Finance Director

**ORDINANCE NO.**

**AN ORDINANCE ADOPTING A SUPPLEMENTAL BUDGET TO  
CHANGE 2016 APPROPRIATIONS AND EXPENDITURES.**

The following is a summary of the above ordinance for the purposes of publication. The full text of the ordinance will be mailed upon request.

**Section 1.** Amends 2016 Budget with additional appropriations and expenditures.

**Section 2.** Publication by Summary authorized.

**Section 3.** Effective date upon passing.

**PASSED and APPROVED:** December 28<sup>th</sup>, 2016

/s/ Erik Larson, Mayor

/s/ Mike Folkers, Finance Director (Attest)

CITY OF ABERDEEN SUPPLEMENTAL BUDGET 2016-01

Bill No. 16-15

<u>Fund 001</u>	<u>Account</u>	<u>Original Budget Amount</u>	<u>Suppl. Budget Amount</u>	<u>Adj. Budget Amount</u>	
<u>Expenditures</u>					
<u>General Government</u>					
	001.05.508.100.00.00	\$4,598,779	-\$333,300	\$4,265,479	Net change in budgeted ending cash to balance General Fund entries
	001.05.515.920.40.15	\$200,000	\$60,000	\$260,000	Increase to comply with indigent defense standards
	001.05.597.050.00.00	\$0	\$28,000	\$28,000	Pioneer Blvd Repairs
	Transfer to Crim Just Grants (305)	\$0	\$35,000	\$35,000	Timing of grant requires transfer at YE to balance fund.
	<b>Department 05 Total</b>		<b>\$123,000</b>		
<u>Finance</u>					
	001.06.518.80.40.10	\$30,000	\$20,000	\$50,000	2015 Software license paid in 2016.
	<b>Department 06 Total</b>		<b>\$20,000</b>		
<u>Legal</u>					
	001.16.515.300.40.15	\$0	\$2,500	\$2,500	Legal services for arbitration case
	<b>Department 16 Total</b>		<b>\$2,500</b>		
<u>Police</u>					
	Interfund Loan - Principal	\$0	\$30,800	\$30,800	Principal payment on interfund loan for four (4) police cars
	Interfund Loan - Interest	\$0	\$1,000	\$1,000	Interest payment on interfund loan for four (4) police cars
	Regular Pay	\$400,171	\$45,000	\$445,171	Increase in investigations salaries
	Equipment Repairs	\$25,000	\$26,000	\$51,000	Police video system upgrades
	Vehicle Repairs or Maint	\$42,000	\$45,000	\$87,000	Increase for Dodge Charger repairs
	<b>Department 45 Total</b>		<b>\$147,800</b>		
<u>Care &amp; Custody of Prisoners</u>					
	001.46.523.600.10.02	\$25,000	\$25,000	\$50,000	Increase in Corrections Officers overtime
	001.46.523.600.40.17	\$3,500	\$15,000	\$18,500	Increase in inmate medical
	<b>Department 46 Total</b>		<b>\$40,000</b>		
<u>General Fund Total Expend. Change</u>					
			<b>\$333,300</b>		
<u>Revenues</u>					
	001.00.316.100.00.00	\$2,430,000	\$109,000	\$2,539,000	Additional revenue received for prior years returns
	<b>Business &amp; Occupation Tax</b>		<b>\$109,000</b>		
<u>General Fund Total Revenue Change</u>					
			<b>\$109,000</b>		

	<u>Account</u>	<u>Original Budget Amount</u>	<u>Suppl. Budget Amount</u>	<u>Adj. Budget Amount</u>	
<b><u>FUND 105 Arterial Streets</u></b>					
<b><u>Expenditures</u></b>					
Pioneer Blvd Repairs	105.00.595.302.60.30	\$0	\$165,000	\$165,000	Slide repairs
CBFA North Side Levee	105.00.595.401.60.50	\$150,000	\$0	\$150,000	
AS#14 Market Street	105.00.595.314.60.30	\$0	\$20,000	\$20,000	
CBFA North Shore Levee	105.00.595.401.60.51	\$0	\$380,000	\$380,000	
Timberworks Master Plan	105.00.595.401.60.52	\$0	\$220,000	\$220,000	
AS#10 ADA Ramps	105.00.595.610.60.30	\$0	\$65,000	\$65,000	
TIB AS#15 LED Upgrade	105.00.595.615.60.30	\$0	\$130,000	\$130,000	
Pedestrian Projects	105.00.595.690.60.30	\$0	\$15,000	\$15,000	
			<u>\$995,000</u>		
<b><u>Revenues</u></b>					
DOT Citywide ADA, AS#10	105.00.333.202.05.01	\$0	\$30,000	\$30,000	
CBFA SS Dike Flood Control	105.00.334.001.00.02	\$0	\$15,000	\$15,000	
CBFA North Shore Levee	105.00.334.001.00.04	\$0	\$380,000	\$380,000	
TIB AS#15 LED Upgrade	105.00.334.030.80.14	\$0	\$190,000	\$190,000	
GH County Timberworks	105.00.337.200.00.00	\$0	\$125,000	\$125,000	
Donations	105.00.367.650.00.00	\$0	\$15,000	\$15,000	
CBFA North Side Levee	105.00.334.001.00.03	\$150,000	\$0	\$150,000	
Transfer Current Expense	105.00.397.100.00.00	\$0	\$28,000	\$28,000	To cover balance of slide repairs
Transfer Capital Improvements	105.00.397.990.00.00	\$0	\$55,000	\$55,000	Pioneer blvd repairs
Transfer Sewer Reserve	105.00.397.320.00.00	\$0	\$62,000	\$62,000	New sewer line under Pioneer Blvd
			<u>\$920,000</u>		
<b><u>FUND 123 Police Canine Program</u></b>					
<b><u>Expenditures</u></b>					
Overtime Pay	123.00.521.230.10.02	\$9,000	\$1,000	\$10,000	Increase in Canine Handler overtime
<b><u>FUND 303 Hotel / Motel</u></b>					
<b><u>Expenditures</u></b>					
Estimated Ending Cash	303.00.508.100.00.00	\$63,200	-\$15,000	\$48,200	Decrease in ending fund balance
Community Projects	303.00.573.200.40.90	\$45,000	\$15,000	\$60,000	Increase to reflect actual lodging tax grants awarded by council
			<u>\$0</u>		
<b><u>FUND 316 Abatement</u></b>					
<b><u>Expenditures</u></b>					
Building Abatements	316.20.559.300.40.90	\$10,000	\$37,000	\$47,000	Increase to reflect actual abatements

CITY OF ABERDEEN SUPPLEMENTAL BUDGET 2016-01

Bill No. 16-15

	<u>Account</u>	<u>Original Budget Amount</u>	<u>Suppl. Budget Amount</u>	<u>Adj. Budget Amount</u>	
<b>FUND 320 Public Buildings</b>					
<b>Expenditures</b>					
Improvements (Sam Benn Park)	320.89.594.760.60.30	\$60,000	\$30,000	\$90,000	Sam Benn Park Project
<b>Revenues</b>					
RCO Grant - Sam Benn Park	320.89.334.020.30.00	\$0	\$12,000	\$12,000	Grant funds for the Gateway Project
Donations	320.89.367.100.00.00	\$0	\$2,000	\$2,000	Donations for Sam Benn Park
			\$14,000		
<b>FUND 350 Utility Construction</b>					
<b>Expenditures</b>					
1st Ave. Geotech & Causation	350.15.595.306.60.30	\$0	\$12,000	\$12,000	Storm damage consultant work
Estimated Ending Cash	350.00.508.100.00.00	\$100,000	-\$12,000	\$88,000	Change in ending fund balance from use of reserves
			\$0		
<b>FUND 399 Grants</b>					
<b>Expenditures</b>					
Capital Outlay	399.93.594.000.60.10	\$0	\$600,000	\$600,000	Land & Building purchases for the Gateway Project
<b>Revenues</b>					
Grant Income	399.00.369.900.00.00	\$0	\$600,000	\$600,000	Grant funds for the Gateway Project
<b>FUND 401 Garbage Utility</b>					
<b>Expenditures</b>					
Waste Disposal	401.00.537.000.40.72	\$0	\$15,000	\$15,000	New garbage contract expenses
Estimated Ending Cash	401.00.508.100.00.00	\$179,785	-\$15,000	\$164,785	New garbage contract expenses
			\$0		
<b>FUND 414 Water Reserves</b>					
<b>Expenditures</b>					
Transfers	414.00.597.100.50.50	\$150,000	\$300,000	\$450,000	Water meter project
Estimated Ending Cash	414.00.508.100.00.00	\$1,295,000	-\$300,000	\$995,000	Water meter project
			\$0		
<b>FUND 502 Equipment Rental - Reserves</b>					
<b>Expenditures</b>					
Police Vehicles	502.45.594.485.60.40	\$0	\$170,000	\$170,000	New Police Vehicles
Other Equipment	502.80.594.468.60.40	\$0	\$36,000	\$36,000	Replacement Tractor
Estimated Ending Cash	502.00.508.100.00.00	\$1,234,000	-\$206,000	\$1,028,000	Net change in budgeted ending cash to balance reserve entries
			\$0		
<b>Revenues</b>					
Insurance Recoveries	502.00.372.000.00.00	\$0	\$30,000	\$30,000	Insurance Recovery for tractor loss
Interfund Interest	502.00.361.400.00.00	\$0	\$1,000	\$1,000	Interfund interest on loan to police for four cars
Interfund Loan Payments	502.00.381.200.00.00	\$0	\$30,800	\$30,800	Interfund principal on loan to police for four cars
			\$61,800		

CITY OF ABERDEEN SUPPLEMENTAL BUDGET 2016-01

Bill No. 16-15

	<u>Account</u>	<u>Original Budget Amount</u>	<u>Suppl. Budget Amount</u>	<u>Adj. Budget Amount</u>
<b>FUND 629 Brownfield Development</b>				
<u>Expenditures</u>				
Professional Services	629.00.553.500.40.10	\$0	\$100,000 \$100,000	\$100,000
<u>Revenues</u>				
Washington State DOE Grant	629.00.334.030.10.00	\$0	\$100,000 \$100,000	\$100,000

Note: Fund 629 was not originally budgeted as the activity levels were not known at the time of original budget prep.  
Brownfield projects for 2016

To record current year estimated revenue



## HAROLD LEMAY ENTERPRISES, INC.

4201 Olympic Hwy, Aberdeen, WA 98520

Phone 360-533-1251

December 13, 2016

Mayor and Council Members  
City of Aberdeen  
Market and I Street  
Aberdeen, WA 985620

Re: 30 gallon service

Dear Mayor Larson and council member

The Company would like your consideration in changing the 30 gallon monthly service. At this time the contract reads 65 gallon with a 30 gallon insert monthly. We would like to ask that this be changed to 30 gallon monthly service.

With this change we would use a smaller 30 gallon cart instead of the larger 65 gallon cart with a 30 gallon insert. This we feel would be a huge benefit for the cities residents. The 30 gallon carts would be much easier for the elderly and physically impaired customers.

With the acceptance of this change and after the Company is able to purchase the above mentioned, 30 gallon carts. The company would supply new starts or service change with the smaller 30 gallon carts. We would also change out the existing accounts that are using the 65 gallon carts with insert as needed.

If you have any questions or would like to discuss the change, we would be happy to meet at your convenience. I can be reach at (360) 533-8286 or [rogers@wasteconnections.com](mailto:rogers@wasteconnections.com). It's always a pleasure working with you.

Your consideration is appreciated.

Sincerely,

Roger Swalander  
Lemay Aberdeen – Site Manager  
Cc: Jeff Harwood, Tom Rupert, Delroy Cox

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

**A RESOLUTION ADOPTING THE TIMBERWORKS RESILIENCY & RESTORATION MASTER PLAN.**

**WHEREAS**, TimberWorks Resiliency & Restoration Master Plan was the result of a year-long process to assess flooding issues and identify projects to reduce flood risk, enhance fish and wildlife habitat, and increase recreation and open space opportunities in Aberdeen and Hoquiam; and

**WHEREAS**, since early 2016, a consultant team consisting of Maul, Foster & Alongi, LLC and Forterra have been collecting data, performing preliminary analyses and meeting with community members; and

**WHEREAS**, the TimberWorks planning process has been closely coordinated with the North Shore Levee Project, a proposed system of earthen dikes, floodwalls, raised roadways, and pump stations that is being led by consultant KPFF; and

**WHEREAS**, project recommendations contained in the TimberWorks Resiliency & Restoration Master Plan include: protect forested areas at the headwaters of creeks above Aberdeen and Hoquiam; create storage for runoff and flood waters; reconnect creeks to floodplains; increase capacity of storm drain system, and expand levee system; and

**WHEREAS**, implementation of the proposed projects will be led by the Cities of Aberdeen and Hoquiam with support from partners, will occur in phases over time, and will be driven by the availability of staff resources and funding; **NOW, THEREFORE,**

**BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN:**

**SECTION 1.** The TimberWorks Resiliency & Restoration Master Plan of December 2016 is hereby adopted by the City of Aberdeen,

**SECTION 2.** That a true and correct copy of the TimberWorks Resiliency & Restoration master Plan, as approved by the Mayor and City Council, shall be filed with the Finance Director and shall be available for public inspection.

**PASSED and APPROVED** on December 28, 2016.

\_\_\_\_\_  
Erik Larson, Mayor

ATTESTED:

\_\_\_\_\_  
Mike Folkers, Finance Director



**CITY OF ABERDEEN  
COMMITTEE REPORT**

**MR. MAYOR:**

**Hon. Erik Larson**

**THE MEMBERS OF  
YOUR COMMITTEE ON:**

**Public Safety and Chief of Police**

**IN REFERENCE TO:**

**Acceptances of Funds for use for Canine Program**

**Report and recommend as follows:**

The Aberdeen Police Department has received funds from the Tamaki Foundation in the amount of \$20,000. This is the annual maintenance fee for Titus for budget year 2017.

It is our recommendation that the City of Aberdeen accepts this generous donation from the Tamaki Foundation and dedicates the use of the funds only for the Police Canine Program.

  
Robert H. Torgerson, Chief of Police

Reported: December 28, 2016

\_\_\_\_\_  
Tim Alstrom

\_\_\_\_\_  
Jim Cook

\_\_\_\_\_  
Pete Schave

Adopted: December 28, 2016

\_\_\_\_\_  
Margo Shortt

**CITY OF ABERDEEN  
COMMITTEE REPORT**

**MR. MAYOR:**

**Hon. Erik Larson**

**THE MEMBERS OF  
YOUR COMMITTEE ON:**

**Public Safety and Chief of Police**

**IN REFERENCE TO:**


**CHILDREN'S ADVOCACY CENTER**

**Report and recommend as follows:**

The Grays Harbor Children's Advocacy Center and the Aberdeen Police Department have agreed to enter into a 'Municipal Services Agreement' for the eighth-consecutive year. The Child Advocacy Center has agreed to provide to the Aberdeen Police Department 87 hours of service at a cost of \$4,000. Their services will include: child assault criminal investigation consultation when requested, forensic child victim interviews when requested, training to law enforcement officers, full case investigation when requested, suspect interviews when requested and family support services. The term of this agreement is January 1, 2017 to December 31, 2017. These funds have been budgeted for the above purpose in the 2017 police department budget.

The Aberdeen Police Department has a Detective specifically assigned to investigate child assault crimes; however, the special service provided by the Children's Advocacy Center further augments our department's ability to successfully prosecute these horrendous crimes. The service requirements, conditions, restrictions, the length of the contract, indemnification and termination clauses have been articulated in the agreement for the protections of both parties.

It is our recommendation that the Mayor be authorized to sign the agreement with the Grays Harbor Children's Advocacy Center.

  
Robert Torgerson  
Chief of Police

\_\_\_\_\_  
Tim Alstrom

\_\_\_\_\_  
Jim Cook

\_\_\_\_\_  
Pete Schave

\_\_\_\_\_  
Margo Shortt

Adopted: December 28, 2016

# MUNICIPAL SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into this day by and between the **CITY OF Aberdeen**, a municipal corporation, hereinafter referred to as the "**CITY**", and the **CHILDREN'S ADVOCACY CENTER of GRAYS HARBOR**, hereinafter referred to as the "**AGENCY**".

**WITNESSETH:** It is hereby covenanted and agreed as follows:

**WHEREAS**, the CITY desires to have certain services performed, as hereinafter set forth, requiring specialized skills and other support capabilities; and

**WHEREAS**, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this contract;

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. **SERVICES.** The AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance, as are identified as AGENCY responsibilities throughout this Agreement. The AGENCY agrees to provide forensic child victim interviews when requested, training to law enforcement personnel when requested, coordination of multidisciplinary case reviews, interview related documentation and reports, court related testimony and child and family support services.
2. **REPORTING REQUIREMENTS.** The AGENCY shall submit periodic reports as required by the CITY, which may include, but not be limited to, a fiscal year, revenue and expenditure report, and final evaluation report.
3. **DURATION OF AGREEMENT.** The effective date of this Agreement shall be **January 1, 2017** and shall terminate on **December 31, 2017**. The Agreement may be extended or amended upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this Agreement.
4. **COMPENSATION AND METHOD OF PAYMENT.** The CITY shall compensate the AGENCY for the services performed under this Agreement in an amount of **\$4,000** payable in one annual or in four quarterly installments. The AGENCY will provide up to **87** hours of service for this fee. The AGENCY will provide a quarterly report denoting hours used and the balance remaining.

5. **ESTABLISHMENT AND MAINTENANCE OF RECORDS.** The AGENCY agrees to maintain books, records, documents and accounting procedures, and practices, which accurately reflect all direct and indirect costs related to the performance of this Agreement. The AGENCY shall retain all books, records, documents, and other material relevant to this Agreement for three (3) years after its expiration. The AGENCY agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

6. **COMPLIANCE WITH LAWS.** The AGENCY, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

7. **NON-DISCRIMINATION.** AGENCY agrees not to discriminate against any client, employee, or applicant for employment or for services because of race, creed, national origin, marital status, sex, age, or disability except for a bona fide occupational qualification with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. During the performance of this agreement AGENCY shall comply with federal and state nondiscrimination statutes and regulations, including the Americans with Disabilities Act of 1990, as amended.

8. **INDEMNIFICATION/HOLD HARMLESS.** The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been *mutually negotiated* by the parties. The *provisions* of this section shall survive the expiration or termination of this Agreement.

9. **TERMINATION.** If the AGENCY fails to comply with the terms and conditions of this Agreement, the CITY may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement. Either party may terminate this Agreement upon giving 30 days notice in writing of intent to terminate.

10. **RECAPTURE OF FUNDS.** In the event that the AGENCY fails to expend funds under this Agreement in accordance with State law, or Federal law where applicable, and/or the provisions of this Agreement, or fails to perform any and all tasks under this Agreement, the CITY reserves the right to recapture CITY funds in an amount equivalent to the extent of the noncompliance.

Such right of recapture shall exist for a period not to exceed three (3) years following contract termination.

11. **NOTICE AND CONTRACT ADMINISTRATION.** The contract administrator for the CITY for this Agreement shall be the **Chief of Police**. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY: CITY OF Aberdeen  
POLICE DEPARTMENT  
210 E Market  
Aberdeen, WA 98520  
Attention: **Chief Robert Torgerson**

AGENCY: GRAYS HARBOR CHILDREN'S ADVOCACY CENTER  
514 Broadway Avenue East  
Montesano, WA 98563  
Attention: **Sue Bucy, Executive Director**

Either party may change the addresses above specified hereto by giving written notice thereof to the other pursuant to this paragraph.

12. **ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

DATED: \_\_\_\_\_

**GRAYS HARBOR  
CHILD ADVOCACY CENTER**

**CITY OF Aberdeen**

By \_\_\_\_\_  
JoAnn Yost, Board President

By \_\_\_\_\_  
Erik Larson, Mayor

**LEGISLATIVE DEPARTMENT**  
**CITY OF ABERDEEN**

**Mayor:** Hon. Erik Larson

**The Members of  
Your Committee On:** Personnel and Human Resources

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


*Reports and Recommends as Follows:* On December 15, 2016, members of the Personnel Committee met and discussed the proposed creation of the job description and job classification for Entry Level Engineer .

This position will be required to obtain an Engineer in Training Certificate within twelve months of employment, reporting to the City Engineer. Having an Entry Level Engineer on staff provides the City additional support to meet requirements on some grant applications, as well as assist the engineering team by performing technical functions including drafting, specification assemblage, quantity calculations, engineering reports, and other various needs that arise.

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

**PERSONNEL COMMITTEE**

\_\_\_\_\_  
Human Resources

  
\_\_\_\_\_  
Erik Larson, Chairman

Reported: December 15, 2016

  
\_\_\_\_\_  
Peter Schave, Council President

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

\_\_\_\_\_  
Tim Alstrom, Member

**CITY OF ABERDEEN  
POSITION CLASSIFICATION**

**ENTRY LEVEL ENGINEER**

**Salary Range:** 20  
**Union Status:** AFSCME  
**FLSA Status:** Non-Exempt  
**Date Adopted:** 12/16

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**DEFINITION:** The Entry Level Engineer assists in planning, coordinating, and conducting the design and construction of street, park, utility and other public works projects and programs, and prepares plans, specifications and estimates (PS&E). Responsibilities may include mapping, permitting and archival functions, and assisting members of department staff on various projects and day-to-day activities.

**REPORTS TO:** City Engineer

**SUPERVISES:** None

**DISTINGUISHING CHARACTERISTICS:**

Positions in this classification are distinguished by the increased skill and responsibility required to assist a technical team or professional engineer in the planning, design, implementation and inspection of major public works construction projects or programs. This position utilizes technical software primarily for public works projects and city geographic information systems (GIS) including mapping and data collection.

**ESSENTIAL JOB FUNCTIONS:**

Assists the engineering team by performing technical functions including drafting, specification assemblage, quantity calculations, engineering reports, and other various needs that arise.

Interacts with the public and other staff needing information or explanations of technical public works procedures or data.

Prepares plans, specifications, cost and quantity estimates, and bid procedures for public works constructions projects.

Determines steps to be taken to process a project; prepares estimates as to time needed; schedules and coordinates the acquisition of data; coordinates the completion of designs in accordance with established schedule; conducts site inspections and evaluations as necessary.

Coordinates and prioritizes design projects with other City departments, County and State highway departments and other relevant agencies or parties.

Provides technical and professional engineering support services relative to assigned area of responsibility; provides assistance to construction inspectors in the interpretation of plans and resolution of problems during construction; reviews as-built plans to ensure compliance with original plans and specifications.

Assists City Engineer in providing project management for the construction of municipal public work projects.

Ability to adapt to rapidly changing priorities and workload demands.

**OTHER JOB FUNCTIONS:**

Performs other related duties as required.

**WORK ENVIRONMENT/EQUIPMENT USED:**

Work is performed both in an office environment and outdoors. Outdoor work may frequently be in inclement weather and environment may include rough terrain, heavy traffic conditions and working around heavy equipment. Maximum lifting requirement is approximately 25 pounds. Equipment used could include, but is not limited to: personal computers and various office equipment, motor vehicles, survey equipment, chainsaw, machete, underground utility locators, and other commonly used engineering equipment.

**DESIRABLE QUALIFICATIONS:**

Knowledge of: principles and practices of technical engineering and surveying; knowledge of street, water, storm, and sewer system design; knowledge of engineering software including AutoCAD drafting software. Exceptional writing ability and knowledge of terminology, methods, practices, and techniques used in civil engineering to prepare technical illustrations, graphics, and charts for manuals, reports, and presentations. Principles of mathematics as applied to engineering work, and practices related to area of assignments including field operations of municipal engineering and construction materials and methods.

Ability to: perform engineering assignments with skill and accuracy in a computerized engineering environment; assist other engineering staff to resolve field and design problems; communicate effectively with engineers, contractors, developers, staff members and the general public; physical ability to perform surveying work or field observations in varying weather conditions and terrain.

**EDUCATION AND EXPERIENCE:**

Experience, education or training which provides the level of knowledge, skills and ability equivalent to a bachelor's degree in civil engineering or other related field, a minimum of 1 year of related engineering experience is preferred.

**LICENSES, CERTIFICATES & OTHER REQUIREMENTS:**

Valid WA State Driver's License.

Possession of or ability to obtain an Engineer in Training Certificate within twelve (12) months of employment.

Bilingual is preferred.