



ABERDEEN CITY COUNCIL

March 29, 2017

COUNCIL MEETING AGENDA

7:15 PM – 3rd Floor, City Hall

TRANSPORTATION BENEFIT DISTRICT BOARD MEETING (7:00 P.M.)

1. TBD Resolution 2016-01 setting a date for public hearing on the 2016 Annual Project Plan.

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. 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
- C. Public Hearings
- D. Reports & Communications
 1. Report from Finance and the Finance Director recommending approval of a proposal to design an enterprise network.
- E. Ordinances

VII. PUBLIC WORKS

- A. Committee Chair Report
- B. Reports & Communication
 1. Report from Public Works and the Public Works Director recommending that the City Council authorize the staff to submit a grant application to SWRTPO for up to \$250,000 for sidewalk and bike lane construction on Boone Street.

2. Report from Public Works and the Public Works Director That the Mayor be authorized to sign all standard WSDOT agreements relative to acceptance and implementation of the Downtown Aberdeen Revitalization Traffic Improvements PE Grant Award and authorize the advertisement for bids.

C. Ordinances

D. Resolutions

VIII. PUBLIC SAFETY

A. Committee Chair Report

B. Reports & Communications

IX. SPECIAL AGENDA ITEMS

A. Reports & Communication

1. Report from Personnel Committee and the Mayor that the City Council extend a temporary 5% pay increase for the Human Resource Technician for additional duties assumed in the absence of the Human Resources Director for an additional 6 months.
2. Report from Personnel Committee and the Public Works Director recommending that the City Council authorize a temporary 5% pay increase for the Water Systems Manager for additional duties assumed during the vacancy of the Deputy Public Works Director for an additional 6 months.
3. Report from Personnel and Human Resources recommending that the City Council adopt revisions to the Community Technician I, II, and III job description effective immediately.
4. Report from Personnel and Human Resources recommending that the City Council adopt revisions to the Building Inspector II job description effective immediately.
5. Report from Personnel and Human Resources recommending that the City Council adopt revisions to the Assistant Community Development Director job description effective immediately.
6. Report from Personnel and Human Resources recommending that the City Council adopt revisions to the Community Development Director job description effective immediately.
7. Report from Personnel and Human Resources recommending that the City Council adopt the proposed job description and classification of Building Inspector III effective immediately.

B. Resolutions

C. 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.

**ABERDEEN TRANSPORTATION BENEFIT DISTRICT
RESOLUTION NO. 2017-01**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ABERDEEN, STATE OF WASHINGTON, ACTING IN ITS EX-OFFICIO AND INDEPENDENT CAPACITY AS THE BOARD OF THE ABERDEEN TRANSPORTATION BENEFIT DISTRICT (TBD), SETTING THE DATE FOR PUBLIC HEARING ON THE ANNUAL PROJECT PLAN FOR THE YEAR 2017

WHEREAS, TBD Resolution 2012-01 provides that the Board shall schedule a public hearing to receive comments on a proposed Annual Project Plan and approve the Annual Project Plan by April 31 of each year; **NOW, THEREFORE**,

BE IT RESOLVED BY THE BOARD OF THE ABERDEEN TRANSPORTATION BENEFIT DISTRICT: That a public hearing to receive comment on the proposed 2017 Annual Project Plan shall be held at a special meeting of the Board on Wednesday, April 12, 2017, in the Aberdeen City Council Chambers immediately before the Aberdeen City Council meeting, at the hour of 7:00 p.m.

PASSED by the Board of the Aberdeen Transportation Benefit District, Aberdeen, Washington, at a special open public meeting thereof held this 29th day of March, 2017.

Erik Larson, Board Chair

ATTESTED:

Mike Folkers, Treasurer

**CITY OF ABERDEEN
COMMITTEE REPORT**

Mayor: Erik Larson

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

In Reference To: **Acceptance of proposal to design & manage a new enterprise
network**

Background:

The City of Aberdeen requested proposals to design a new enterprise network for the City. We received one (1) proposal. The proposal was from BJAXX LLC. There are very few firms that do this kind of work, especially in Grays Harbor. So, it is not surprising that we received just the one proposal.

However, the BJAXX team consists of Bobby Jackson, Adam Johnson and Keaton Bradley. Bobby Jackson has worked on municipal networks in both Hoquiam and Ocean Shores. Adam Johnson has consulted with the City of Aberdeen from the start on this project and Keaton Bradley currently works for the Aberdeen Police Department. So, we believe we are getting a dream team on this project.

The contract calls for the City to pay BJAXX LLC \$7,000 per month during project design and implementation and \$4,910 per month after the project has been accepted.

Reports and recommend as follows:

That the City Council accept the proposal from BJAXX LLC and authorize the Mayor to sign a five (5) year contract.

Mike Folkers, Finance Director

Jeff Cook, Chairman

Reported: March 29, 2017

Jim Cook

Adopted:

Alice Phelps

Karen Rowe

CITY OF ABERDEEN

SERVICE PROVIDER AGREEMENT – COMPUTER SERVICES

THIS AGREEMENT, is made and entered into in duplicate this _____ day of March, 2017, by and between the CITY OF ABERDEEN, a Washington municipal corporation, hereinafter referred to as the “CITY”, and BJAXX LLC, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities, to wit: Computer services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

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

1. SCOPE OF SERVICES

Phase 1 Services: The SERVICE PROVIDER shall be responsible for the design of a complete enterprise network for the entire City. This includes the placement of servers, switches, backup devices, firewalls and VOIP Phones for building a “turnkey” network. The service provider shall include purchase recommendations, vendor contacts and assistance with bid documents. The service provider shall also act as the project manager for this project and shall oversee all aspects of installation.

Phase 2 Services: The SERVICE PROVIDER shall provide to the CITY services provided through BJAXX LLC, and will be responsible for all day-to-day administration for the CITY. These services shall include: maintenance of Internet, Wide Area Network, help desk and IT support, user account administration, operating system and application help, purchasing recommendation of new PC’s, upgrading/replacing hardware such as RAM, video cards, etc. The services will *also* include project work, such as server related installations, business application installations, or other work considered project related by the parties.

2. COMPENSATION AND METHOD OF PAYMENT

A. The CITY shall pay compensation to the SERVICE PROVIDER in the amount of \$7,000.00 per month for all Phase 1 Services. Phase 1 services shall commence on April 1, 2017 and shall terminate upon project acceptance by the City or December 31, 2017 whichever is sooner. The CITY is entitled to deduct any applicable deductions and remittances as required by law.

B. The CITY shall pay compensation to the SERVICE PROVIDER in the amount of \$4,910.00 per month for all Phase 2 Services. Phase 2 services shall start when Phase 1 services end or January 1, 2018 whichever is sooner. The CITY is entitled to deduct any applicable deductions and remittances as required by law.

C. No payment shall be made for any service rendered by the SERVICE PROVIDER except for

services identified and set forth in this Agreement.

D. The SERVICE PROVIDER shall submit to the CITY Finance Department on forms approved by the Finance Director, a voucher or invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said approved voucher or invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

3. REPORTS AND CONFIDENTIALITY

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, data, and information as the CITY may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the SERVICE PROVIDER under this Agreement and any information relating to personal, medical and financial data will be treated as confidential insofar as is allowed by Washington State laws regarding disclosure of public information, Chapter 42.17, R.C.W. Generally, Chapter 42.17 R.C.W. requires disclosure of all but the most personal and sensitive information in CITY hands. In addition, the SERVICE PROVIDER will not disclose, divulge, reveal, report, or use, for any purpose, any confidential information which the SERVICE PROVIDER obtains from the CITY.

4. INDEPENDENT CONTRACTOR RELATIONSHIP

A. The parties intend that an independent SERVICE PROVIDER/CITY relationship will be created by this Agreement. The CITY is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

5. SERVICE PROVIDER EMPLOYEES/AGENTS

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee(s), agent(s) or servant(s) from employment under this agreement. The SERVICE PROVIDER may however employ that (those) individuals on other non-CITY related projects.

6. HOLD HARMLESS AND INDEMNIFICATION

A. The SERVICE PROVIDER shall indemnify and hold the CITY and its agents, employees, and/or officers, harmless from and shall process and defend at its own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the CITY arising out of, or in connection with, or incident to, the execution of this Agreement and /or the SERVICE PROVIDER'S performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of the CITY, its agents,

employees, and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the SERVICE PROVIDER, and provided further, that nothing herein shall require the SERVICE PROVIDER to hold harmless or defend the CITY, its agents, employees, and/or officers from any claims arising from the sole negligence of the CITY its agents, employees, and/or officers. The SERVICE PROVIDER expressly agrees that the indemnification provided herein constitutes the contractor's waiver of immunity under Title 51 R.C.W., for the purposes of this Agreement. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the CITY by reason or entering into this Agreement except as expressly provided herein.

7. INSURANCE

The SERVICE PROVIDER 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 performance of the work hereunder by the SERVICE PROVIDER, their agents, representative, employees or subcontractors.

The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

A. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; and employer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

The CITY shall be named as an additional insured on the insurance policy or policies, as respects work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required insurance policies.

The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The SERVICE PROVIDER'S insurance shall be primary insurance with respect to the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. TREATMENT OF ASSETS

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement including but not limited to:

a. The work product described in Section 1, Scope of Services, above.

- b. All digital files including spreadsheets, word processed documents, graphics, etc.
- c. All map and engineering drawing files, etc. including their digital form.
- d. Photographs, videotapes, etc.

Upon the expiration or termination of this Agreement, the SERVICES PROVIDER shall return to the CITY any and all property, documentation, records, or confidential information which is the property of the CITY

9. PRODUCT STANDARDS

The CITY shall have the right to require delivery of services and products in a format compatible with CITY standards. Such standards may include but are not limited to:

- a. Map and drawing digital files
- b. Word processing text and documents
- c. Graphics files
- d. Document size and shape
- e. Photographs, videotapes, etc.

10. COMPLIANCE WITH LAWS

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations 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. The SERVICE PROVIDER shall obtain a CITY OF ABERDEEN business license prior to beginning work on the contract.

B. The SERVICE PROVIDER specifically agrees to obtain a City of Aberdeen business license, and to pay any applicable business and occupational (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services, or benefits provided for in this Agreement of the grounds of race, creed, color,

national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

D. If any assignment and/or subcontracting has been authorized by CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

12. ASSIGNMENT/SUBCONTRACTING

A. The SERVICE PROVIDER shall *not* assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, State and/or Federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. CHANGES

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and be made a part of this Agreement.

14. MAINTENANCE AND INSPECTION OF RECORDS

A. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this Agreement, for six (6) years after its expiration. The SERVICE PROVIDER 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.

15. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

16. PROHIBITED INTEREST

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

17. TERM OF AGREEMENT

The term of this Agreement shall be five (5) years, beginning on April 1, 2017 terminating on March 31, 2022.

18. TERMINATION

A. Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time, by at least sixty (60) days written notice to the other party. The SERVICE PROVIDER shall be paid its costs, including contract close-out costs, and fees for work performed, up to the time of termination. The SERVICE PROVIDER shall promptly submit a termination claim to the CITY. If the SERVICE PROVIDER has any property in its possession belonging to the CITY, the SERVICE PROVIDER will account for the same, and dispose of it in the manner directed by the CITY.

B. Termination for Cause. If the SERVICE PROVIDER fails to perform in the manner called for in this Agreement, or if the SERVICE PROVIDER fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the CITY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the SERVICE PROVIDER setting forth the manner in which the SERVICE PROVIDER is in default. The SERVICE PROVIDER will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.

19. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

20. ATTORNEYS FEES AND COSTS

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

21. JURISDICTION AND VENUE

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Grays Harbor County, Washington.

22. SEVERABILITY

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

23. WAIVER

The waiver by either party of a breach, default, delay or omission by the other of any of the provisions of this Agreement will not be construed as a waiver of any subsequent breach of the same or other provisions.

24. 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 modifications of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute waiver of any other of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY: CITY OF ABERDEEN
200 East Market
Aberdeen, WA 98520

Mayor Erik Larson

SERVICE PROVIDER: BJAXX LLC
1200 E. Cedar Place
Chandler, AZ 85249

Bobby Jackson

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Erik Larson

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

TO WHOM IT WAS REFERRED: 2017 Transportation Alternatives Grant
Application

REPORTS AS FOLLOWS: Southwest Washington Regional Transportation Planning Organization (SWRTPO) is accepting grant applications until April 21, 2017 for pedestrian and bicycle facilities. The staff is preparing a grant application to fund the construction of sidewalks, bike lanes and associated drainage on Boone Street in South Aberdeen between Harriman and Grays Harbor College. Staff anticipates the request to be between \$200,000 and \$250,000. The City needs to provide a 13.5% local match. The City anticipates that providing design and construction management for the project will fulfill its match obligation.

THEREFORE, IT IS RECOMMENDED: That the City Council authorize the staff to submit a grant application to SWRTPO for up to \$250,000 for sidewalk and bike lane construction on Boone Street.

Rick Sangder
Public Works Director

Dee Anne Shaw, Chair

Alan Richrod, Vice-Chair

Reported _____, 2017

Kathi Prieto, Member

Adopted _____, 2017

Peter Schave, Member

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Erik Larson

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

TO WHOM IT WAS REFERRED: DOWNTOWN ABERDEEN REVITALIZATION
TRAFFIC IMPROVEMENTS

REPORTS AS FOLLOWS: The City applied for and received a \$166,250 grant to do Preliminary Engineering (PE) work for a roundabout at the 5 legged intersection of Market Street, F Street and Fuller Way. The City's required match for the project is 13.5% which translates to \$22,444. The PE phase of the project is scheduled to be started after July of 2017. Prior to proceeding further with the project, the City needs to officially obligate for the funds by signing various standard WSDOT agreements. These agreements require the City to perform the project in accordance with approved WSDOT standards, approved plans and federal requirements. They further require the City to provide reimbursement to the State for their costs related to project review.

THEREFORE, IT IS RECOMMENDED: That the Mayor be authorized to sign all standard WSDOT agreements relative to acceptance and implementation of the Downtown Aberdeen Revitalization Traffic Improvements PE Grant Award and authorize the advertisement for bids. Separate future action by the Council for the award of the bids will be made after proposals have been received.

Rick Sangder
Public Works Director

Dee Anne Shaw, Chair

Alan Richrod, Vice-Chair

Reported _____, 2017

Kathi Prieto, Member

Adopted _____, 2017

Peter Schave, Member

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mayor: Hon. Erik Larson

**The Members of
Your Committee On:** Personnel

To Whom Was Referred: Authorization for continuance of temporary 5% pay increase for Water Systems Manager for additional duties assumed during the Deputy Public Works Director vacancy.

Reports and Recommends as Follows: On March 16, 2017, members of the Personnel Committee met and discussed a request from Mayor Larson to continue the temporary increase in pay of the Water Systems Manager, Mike Randich, for the additional duties he has assumed as a result of the promotion of Rick Sangder to the position of Public Works Director. Re-organization of the Public Works Department is being evaluated and it is anticipated that the Deputy Public Works Director's duties will be re-assigned and compensated within the existing management of Public Works.

This request is to continue the authorized payment of an additional 5% to Water Systems Manager, Mike Randich. In exchange, Mr. Randich will continue to perform the duties of the Deputy Public Works Director with regards to the day to day management of the Street and Equipment Rental Departments, which includes employees in the following cost centers: Roadway, Stormwater, Carpentry, Roadside Maintenance, Traffic Control, Electrical, and Fleet Maintenance.

Due to the increased responsibility Mr. Radich has assumed during the absence of a manager at the Street Department, it is recommended that the City Council authorize a continuance of this 5% pay increase for Mr. Randich effective March 5, 2017. This agreement authorizes the Mayor to extend this pay increase until the re-organization in Public Works is complete, or for a maximum of 6 months.

PERSONNEL COMMITTEE

Human Resources



Erik Larson, Chair

Reported: March 16, 2017



Tawni Andrews, Council President

Adopted: _____, 2017

Jeff Cook, Member

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Erik Larson

The Members of
Your Committee On: Personnel

To Whom Was Referred: Authorization for continuance of temporary 5% pay increase for Human Resources Technician for additional duties assumed during absence of the Human Resources Director

Reports and Recommends as Follows: On March 16, 2017, members of the Personnel Committee met and discussed a request from Mayor Larson to continue the temporary increase in pay of the Human Resources Technician, Dani Smith, for the additional duties she has assumed as a result of the resignation of the current Human Resources Director, Debbie Lund.

This request is to continue the authorized payment of an additional 5% to Human Resources Technician Dani Smith. In exchange, Ms. Smith will perform the following duties that would have otherwise been performed by the Human Resources Director.

1. Assist the designated Civil Service Secretary and Chief Examiner with items related to Civil Service.
2. Serve as Pension Board secretary.
3. Serve as Wellness Coordinator.
4. Serve as the Designated Employer Representative for Drug and Alcohol Testing.
5. Assist, as requested, with the City's newsletter.
6. Prepare and distribute packets and record minutes, as needed, for the personnel committee.
7. Track and monitor temporary employee hours for ACA compliance.
8. Perform other duties as required by the Mayor.

Due to the increased responsibility Ms. Smith has taken on while the City is recruiting for its next Human Resources Director, it is recommended that the City Council authorize to extend this 5% pay increase for Ms. Smith effective March 5, 2017, expiring no later than May 31, 2017. In the event that a new Human Resources Director has not been named by June 1, 2017, the council authorizes the Mayor to extend this pay increase up to an additional 90 days.

Human Resources

Reported: March 16, 2017

Adopted: _____, 2017

PERSONNEL COMMITTEE



Erik Larson, Chair



Tawni Andrews, Council President

Jeff Cook, Member

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Erik Larson

The Members of
Your Committee On: Personnel and Human Resource

To Whom Was Referred: Revisions to the Community Development Technician I,
II, or II job description

Reports and Recommends as Follows: On February 16, 2017, members of the Personnel Committee met and discussed the proposed revisions to the Community Development Technician I, II, or III job description.

The proposed changes are housekeeping items to better reflect the actual duties.

There is no change in pay proposed. The position remains at a salary range of 14, 15, or 16.

It is recommended that the City Council adopt the revisions to the Community Development Technician I, II, or III job description effective immediately.

PERSONNEL COMMITTEE

Human Resources

Erik Larson, Chair

Reported: February 16, 2017

Tawni Andrews, Council President

Adopted: _____, 2017

Jeff Cook, Member

**CITY OF ABERDEEN
POSITION CLASSIFICATION**

COMMUNITY DEVELOPMENT TECHNICIAN I, II or III

Salary Range: 14 15 16
Union Status: AFSCME
FLSA Status: Non-Exempt
Date Adopted: 10/01, 07/14, 09/15

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DEFINITION: The Community Development Technician functions as the primary office support for the department and as a permit specialist. The position coordinates and performs a variety of research, permit review, front desk, tracking, and technical duties related to the City's building, land use planning, permit, and code enforcement functions. This position functions as customer service for payment arrangements for utilities.

REPORTS TO: Community Development Director

SUPERVISES: May supervise other staff as assigned.

DISTINGUISHING CHARACTERISTICS:

Distinction between the Community Development Technician I, II and III ratings is based on the qualifications and duties. Rating I designates entry level, Rating II requires a demonstrated proficiency of the full range of duties based on a combination of education and experience with a limited time to obtain the International Code Council ICC Permit Technician certification, and Rating III requires (ICC) certification as Permit Technician and the experience necessary to perform the additional administrative responsibilities for compliance and public education programs within the department.

~~Positions in this classification coordinate and~~ Performs technical and administrative duties that support building, code enforcement, planning and property maintenance division functions. ~~p~~Performs a variety of planning and building research, permit review, front counter, and tracking duties. These duties require a broad scope of knowledge of permit codes practices and procedures. Work direction normally consists of statements of desired objectives and review is generally of results achieved. Incumbents must exercise judgment in the interpretation and application of laws, codes and regulations and initiative in designated planning and building permit review functions, planning work, and resolving problems. The Community Development Technician has regular contact with customers on the telephone and at the counter, often needing to explain highly complex information to individuals with no knowledge of planning and building requirements. Excellent interpersonal skills are required. Punctual, regular and reliable attendance is essential for successful job performance.

ESSENTIAL JOB FUNCTIONS:

Coordinates, tracks, and processes permit applications ensuring that policies and procedures are followed in the receipt, routing, and processing of permit applications. Calculates fees and routes application; monitors application progress for status reports to the applicant and City departments on a regular basis; prepares plans and permits for issuance.

Coordinates and performs building and permit front desk functions and assists the public and building contractors in completing permit applications such as building, demolition, electrical, plumbing and mechanical sewer permits required by the City.

ESSENTIAL JOB FUNCTIONS: (continued)

Plans and performs a variety of building and planning research functions such as review of property ownership, easements, and other land use matters. Proactively anticipates customer's needs and communicates with Department Director ideas to improve performance and processes in the department.

Issues electrical, plumbing, sewer, mechanical and building permits for minor repair, alterations, additions and demolitions not first requiring plan review for major structural changes. Prepares disbursement of plan reviews to affected departments.

Maintains accurate, up-to-date records of the permit process and logs including: for the Building Department Division, Code Enforcement Division, Planning Division, Property Maintenance Division and the Engineering Department, state and federal monthly, quarterly and annual activity reports. Tracks and reports permit revenue and activity on monthly and annual a quarterly basis, including year-end reports for the Mayor, Council, staff and general public.

~~Maintains accurate, up-to-date records of the code compliance officer's response to nuisance complaints.~~ Administers and oversees the abatement program for consistency and adherence with adopted procedures, processes and timelines. Prepares formal abatement complaints and orders, disseminates documents to those listed on litigation guarantees obtained from a licensed title insurance company, and ensures documents are recorded with County Auditor. Prepares requests for bids for abatement projects, asbestos removal and/or demolition, or other needs. Prepares Council bid award documents and contracts. Oversees contract administration for compliance with State and City regulations. Prepares and documentation for invoice to property owners for costs incurred that are associated with nuisance abatements. Tracks and reports deferred revenue annually.

Oversees the electrical inspection schedule, which includes the scheduling and notifying notice to inspectors of the locations and work to be inspected. Notifies the Grays Harbor Public Utility of locations where service can be energized. ~~May~~ Prepares documentation for monthly accounts receivable invoice to electrical contractors.

~~May~~ Create, produce and distribute building code, zoning ordinance, engineering or other informational brochures and handouts to facilitate understanding of permit requirements and City procedures. Ensures information is added to City website. Prepares and distributes press releases as needed or requested.

~~Serves as City's primary contact under Municipal Research and Services Center (MRSC) Small Works Roster as adopted by City. Provides enrollment information to interested contractors, verifies that the small works roster is advertised locally and provides assistance to City staff in assessing and using the website and requesting project bids under the program.~~

Performs office duties including computer, telephone and standard office machines. Generates formats on computer to provide standardized document preparation. Prepares correspondence and documents from handwritten or computer ~~notes draft, editing for correct form and terminology.~~ Responds to requests for public records as mandated by Washington state law.

Prepares meeting agendas, minutes and related materials for ~~Public Works and Community Development Department committees and groups including, but not limited to, Planning Commission, the Building Code Commission~~ including administrative hearings and appeals. ~~Prepare reports and provide documents to Council for their action and approval where required.~~

ESSENTIAL JOB FUNCTIONS: (continued)

Sets up and maintains the various departmental electronic and hardcopy filing systems, including the updating, transferring and purging of files in compliance with State of Washington records retention schedules.

Prepares permissive use permits ~~granting adjacent property owner the use of city right of way. M and~~ maintains the permissive use permit files and including the record log of permits issued.

Enters parcel numbers and updates contractor registration license information into computerized permit program to maintain up to date permit database records.

OTHER JOB FUNCTIONS:

Orders supplies and equipment for department and second floor copier; serves as contact and troubleshooter for second floor copier; receives invoices and prepares and processes payment vouchers. May deliver or pick up needed documents or items.

~~Serves as contact for City Hall janitorial contract. Orders janitorial supplies as needed by contracted staff, ensures compliance with prevailing wages and process payment per contract for work performed.~~

~~Maintain engineering department record copy of ordinances approved by Council.~~

Performs other related duties as required.

WORK ENVIRONMENT AND EQUIPMENT USED:

Work is performed indoors in an office environment requiring sitting approximately 80% of the time, standing and walking 10% of the time and reaching and bending approximately 10%. The ability to operate a motor vehicle is necessary in order to run errands and/or attend meetings at other locations than City Hall. Equipment used includes telephone, FAX machine, copy machine, computers, adding machines and other commonly used office equipment.

DESIRABLE QUALIFICATIONS:

Knowledge of: Public works, building, code enforcement and land use and planning functions and codes; permit processing, code procedures and municipal liabilities; commonly used construction terminology; procedures for maintenance and storage of records, files, documents and logs related to permit issuance; and skills in operation of a computer work station with electronic database and tracking systems.

Proficient in Microsoft Office; Excel and Word. ~~and Outlook.~~ Familiarity with building permitting software desirable.

Ability to: Communicate effectively both orally and in writing with people of varied backgrounds and disciplines; organize, plan and schedule varied work assignments and multiple priorities; ~~perform~~ computer and network duties; work under stressful conditions with frequent interruptions; exercise judgment in the interpretation and application of laws, codes and regulations while dealing with the general public; follow oral and written instructions; interact effectively with City staff and the general public.

EDUCATION AND EXPERIENCE:

Experience, education, or training which provides the level of knowledge, skill and ability equivalent to:

High school graduation or GED equivalent with continuing education and coursework in permit functions, business, public administration, planning, construction management or a related field.

Community Development Technician II: Two years of technical and office experience with customer service problem solving.

Community Development Technician III: Three to five years of increasingly responsible experience as a Community Development Technician II, or the equivalent, involving application of building and planning codes, issuance of building and construction permits and contact with the general public; and ICC certification as Permit Technician.

LICENSES, CERTIFICATES AND OTHER REQUIREMENTS:

Valid Washington State Driver's License or ability to obtain within 6 months of employment.

ICC certification as a Permit Technician, or the ability to obtain the certification within one year of employment, is required for Community Development Technician II.

ICC certification as Permit Technician is required for Community Development Technician III.

Bilingual is preferred.

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Erik Larson

The Members of
Your Committee On: Personnel and Human Resource

To Whom Was Referred: Revisions to the Building Inspector II job description

Reports and Recommends as Follows: On February 16, 2017, members of the Personnel Committee met and discussed the proposed revisions to the Building Inspector II job description.

The primary change will be in the administration of the Property Maintenance Division. The additional proposed changes are housekeeping items to better reflect the actual duties.

There is no change in pay proposed. The position remains at a range 19.

It is recommended that the City Council adopt the revisions to the Building Inspector II job description effective immediately.

PERSONNEL COMMITTEE

Human Resources



Erik Larson, Chair

Reported: February 16, 2017



Tawni Andrews, Council President

Adopted: _____, 2017



Jeff Cook, Member

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Erik Larson

The Members of
Your Committee On: Personnel and Human Resource

To Whom Was Referred: Revisions to the Assistant Community Development
Director job description

Reports and Recommends as Follows: On February 16, 2017, members of the Personnel Committee met and discussed the proposed revisions to the Assistant Community Development Director job description.

The proposed changes are primarily in the land use side of things. This position will act as backup to the Community Development Director.

There is no change in pay proposed. The position remains at a range 23.

It is recommended that the City Council adopt the revisions to the Assistant Community Development Director job description effective immediately.

PERSONNEL COMMITTEE

Human Resources



Erik Larson, Chair

Reported: February 16, 2017



Tawni Andrews, Council President

Adopted: _____, 2017



Jeff Cook, Member

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Erik Larson

The Members of
Your Committee On: Personnel and Human Resource

To Whom Was Referred: Revisions to the Community Development Director job
description

Reports and Recommends as Follows: On February 16, 2017, members of the Personnel Committee met and discussed the proposed revisions to the Community Development Director job description.

The proposed changes are taking on an additional division, the Property Maintenance Division, which will include an additional employee.

There is no change in pay proposed. The position remains at a range 27.

It is recommended that the City Council adopt the revisions to the Community Development Director job description effective immediately.

PERSONNEL COMMITTEE

Human Resources



Erik Larson, Chair

Reported: February 16, 2017



Tawni Andrews, Council President

Adopted: _____, 2017



Jeff Cook, Member

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Erik Larson

The Members of
Your Committee On: Personnel and Human Resource

To Whom Was Referred: Proposed job description and classification for Building
Inspector III

Reports and Recommends as Follows: On February 16, 2017, members of the Personnel Committee met and discussed the proposed job description and classification for Building Inspector III.

The proposed job description was eliminated from the City's job classifications in 2006. The Community Development Director is proposing to bring it back. This position plans and coordinates the activities of the Building and Maintenance Divisions.

The position would be a range 21.

It is recommended that the City Council adopt the proposed job description and classification of Building Inspector III effective immediately.

PERSONNEL COMMITTEE

Human Resources



Erik Larson, Chair

Reported: February 16, 2017



Tawni Andrews, Council President

Adopted: _____, 2017



Jeff Cook, Member