



ABERDEEN CITY COUNCIL

June 14, 2017

COUNCIL MEETING AGENDA

7:15 PM – 3rd Floor, City Hall

COMMITTEE OF THE WHOLE

- A. Department Heads
 - 1. Police Officer Swearing In
- B. Guest Speakers
 - 1. Aberdeen Revitalization Movement
- C. Mayor's Report
- D. 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
 - 1. Report from Finance Committee and the Parks Director recommending that the City Council authorizes the Mayor and the Finance Director to sign the National Event Pros Contract and remit the required payment at the appropriate time.
 - 2. Report from Finance and the Finance Director recommending that the City Council declare additional computer and phone traffic switches from the IT Project as surplus and authorize Finance to sell or return these items.
- E. Ordinances
 - 1. Second reading of Bill No. 17-01 relating to the adoption of annual business fees, adding a new section 5.10.075 to the Aberdeen Municipal Code and Amending Ordinance 6373.

VII. PUBLIC WORKS

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

1. Report from Public Works and the Public Works Director recommending that the Public Works Department purchase the 2017 Sakai double drum asphalt roller from Pape' Machinery, Inc., for the amount of \$49,018.50.
2. Report from Public Works and the Public Works Director recommending that Public Works be authorized to accept the Transportation Improvement Board grant for emergency road repairs funds if they are awarded to the City.
3. Report from Public Works and the Public Works Director recommending that the contract, relating to the Transportation Benefit District Paving Project I 2017, be awarded to Lakeside Industries and that the Mayor be authorized to execute the contract in the amount of \$443,172.25.

C. Ordinances

1. First reading of Bill No. 17-05 granting Mashell Telecom, Inc., a Washington corporation, a nonexclusive telecommunications franchise for use of the city's rights-of-way.

D. Resolutions

VIII. PUBLIC SAFETY

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

IX. SPECIAL AGENDA ITEMS

- A. Reports & Communication
- 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.

**CITY OF ABERDEEN
COMMITTEE REPORT**

Mr. Mayor: Hon. Erik Larson

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

In Reference To: 2017 Splash

Background:

The City of Aberdeen continues to contract with professional entertainment to provide family friendly activities for the Splash Festival.

The Aberdeen Parks Department is requesting that the attached contract be approved with National Event Pros to provide interactive rides at Morrison Riverfront Park on July 4th from 12:00 to 5:00 p.m. The contract amount is \$4,469.40.

A signed agreement and fee is due ASAP.

The Parks and Recreation Department continues to raise funds through sponsorship to fund this activity and other Splash activities.

Reports and recommend as follows:

That the City Council authorizes the Mayor and Finance Director to sign the National Event Pros contract and remit the required payment at the appropriate time.



Stacie Barnum, Parks & Recreation

Jeff Cook, Chair

James Cook, Vice Chair

Reported: June 14, 2017

Alice Phelps

Adopted:

Karen Rowe



National Event Pros
 PO Box 6177, Kent, WA 98064
 Phone: (206)763-3236
 Fax: (253)872-2904
nationaleventpros.com
info@nationaleventpros.com



National Event Pros

Making a difference in how you celebrate!

Invoice No: 2207319
 Order Date: 5/22/2017
 Event Planner: Paul Jensen

Client Information

City of Aberdeen
 Doug Farmer
 200 East Market St
 Aberdeen, WA 98520
 Home Phone:
 Work Phone: (360) 537-3230
 Cell Phone: (360) 581-1556

Event Information

4th of July City event
 City Park
 1401 Sargent Blvd
 Aberdeen, WA 98520 **Event Date/Time:**
 Tue, Jul 4, 2017 12:00pm -
 Tue, Jul 4, 2017 5:00pm

 Surface type: Grass - Allow Stakes
 Delivery Method: Fully Staffed

Name	Qty	Total
UnderSea 5 in 1 Combo	1	\$350.00
- NEP Event Staff	1	\$200.00
Insurance Certificate (Additional)	1	\$75.00
Generator 6000W Rental	2	\$300.00
25' Victory Lap Dual Lane Slide	1	\$950.00
- NEP Event Staff	1	\$200.00
24' Rockwall (4 Station) #1	1	\$1,050.00
- NEP Event Staff (Required)	1	\$0.00
Chair Rental - Black Plastic Folding	2	\$3.00
Customer Appreciation Discount	1	\$0.00
50' Modular Obstacle Course	1	\$675.00
- NEP Event Staff	1	\$200.00
Modular Panel - Seaworld	1	\$0.00

Equipment Total		\$4,003.00
Delivery		\$400.00
Damage Waiver		\$0.00
Staff Cost		\$0.00
Discount		\$300.00
SubTotal		\$4,103.00
Sales Tax	8.930%	\$366.40
Total		\$4,469.40
Amount Paid		\$0.00
Balance Due		\$4,469.40

All Payments made AFTER April 1, 2017 are subject to an increased Sales Tax Rate.

Additional Notes:

2 vehicles for equipment & staff.

Lessee will:

1. Provide 5 110volt/20amp electric circuits and 10/12 gauge cords for distances over 50ft.

7. Self-Staffing. If you elect to be responsible for setup, supervision, operation and teardown of the Attraction equipment, you must provide your own paid or volunteer staff for this service. The number of staff you must provide is listed in your Invoice proposal. These staff must be present and available upon delivery of your equipment and remain for the full tear-down time following your event. If adequate staff is not present and available, you will either be charged \$75 per Attraction for Clowns Unlimited staff, or the Attraction(s) will be suspended until adequate staff is available.

8. General Release/Indemnity/Hold Harmless. You agree to indemnify and hold Clowns Unlimited, its employees and agents harmless from and against all loss, damage, expense, injury to or death of persons and loss or damage to property, including Clowns Unlimited's property or the property of any Clowns Unlimited performer, in any manner arising out of use of the Attraction equipment and services provided by Clowns Unlimited, and agree to pay all damages, costs, and expenses, including attorney's fees, arising in connection therewith. However, the indemnity obligation shall not extend to claims and liabilities for injury or death to persons or damage to property resulting solely from Clowns Unlimited's gross negligence or willful misconduct.

9. Choice of Law; Venue; Attorney's Fees. These Standard Terms & Conditions and all proposals, invoices and other forms used by Clowns Unlimited shall be governed by and construed in accordance with the laws of the State of Washington; the parties hereby consent to exercise of exclusive venue and jurisdiction for any lawsuit relating to this agreement shall be in King County, Washington. In the event any suit, action or other legal proceeding shall be instituted to declare or enforce any right created by these Standard Terms & Conditions or any proposals, invoices and other forms used by Clowns Unlimited, or by reason of any breach of thereof, the prevailing party shall be entitled to recover reasonable attorneys' fees as fixed by the trial court and all appellate courts.

10. Notices. Any notices shall be given to the appropriate party at the address specified in the Invoice proposal or at such other address as a party shall specify in writing. Such notice shall be deemed given upon personal delivery, or when sent by certified or registered mail, postage prepaid, three (3) days after the date of mailing. Notice by email shall be effective only if receipt of that email is acknowledged by the recipient via return email.

11. Merger. These Standard Terms and Conditions, the Invoice and any Supplemental Terms together encompass the entire agreement of the parties, and supersede any previous understandings and agreements between the parties, whether oral or written.

CLOWNS UNLIMITED SITE REQUIREMENTS RIDER

Your Invoice proposal and the Site Requirements Rider set out specific space, electrical and other site requirements for your event location. It is your responsibility to ensure that the site and area for Attractions are adequate for Clowns Unlimited's Attraction equipment, including staging, height and run-up areas for the games. Clowns Unlimited is not responsible for areas in which the Attraction equipment will not fit, or for any surfaces which may be worn or flattened by use of the equipment. For your guests' safety, the area should be level, free of rocks and any objects or debris which may interfere with the use of or cause damage to any Attraction equipment. Grass or cement is recommended; dirt, mud, gravel and beauty bark are not allowable surfaces.

Please review these requirements carefully and address any questions to

Clowns Unlimited at least 21 days prior to your event.

a. Electrical Requirements. Electrical requirements for each Attraction are specified in your Invoice. Clowns Unlimited is not responsible for inadequate power supplied at your site. If adequate electrical service is not available, Clowns Unlimited may be able to provide a generator for an additional fee. No refunds will be given for Attraction equipment that is unusable because adequate power supply is not available or prearranged. For inflatable Attractions, electrical supply must be located within 70 feet of the inflation fan. Washington State regulations (WAC 296-403-240) prohibits the use of extension cords for inflatable Attractions. Please consult with your Site Owner regarding your event's specific electrical requirements so that adequate power is ensured.

b. Space Requirements. It is your responsibility to ensure the event area is adequate for the Attraction equipment dimensions. The area required for each piece of Attraction equipment is specified in the Invoice. Sufficient space and access must be available for all Attraction equipment. Barriers to load-in, involving stairs, elevators, difficult access to loading docks and narrow doors may cause delays with setup or prevent delivery, setup or use of our Attraction equipment.

c. Performers. It is your responsibility to provide suitable set-up and dressing areas for any Performers, as indicated in your Invoice proposal.

d. Inflatable Attractions. An additional four-foot minimum perimeter must be allowed for any inflatable Attraction for user safety. Special attention should be paid to the surface area where the inflatable attraction will be placed to avoid damage to the Attraction. Electrical supply must be located within 70 feet of the inflation fan. Washington State regulations (WAC 296-403-240) prohibits the use of extension cords for inflatable Attractions.

e. Water Attractions. Our water attractions do not contain any water filtration or water cleaning system. It is your responsibility to maintain water cleanliness. Water should come from the tap (i.e., drinking water) or other treated water source. To prevent contamination, water should be drained and refilled every four hours while the Attraction is in use. Water Attractions should never be left unattended.

I have read and understand the terms of this Invoice, the Standard Terms and any additional attached documents identified herein and agree to be bound by them. I further warrant and represent that I am either the client named above or authorized to act on the client's behalf as their agent.

Date: _____ Client Signature: _____ Client Name: Doug Farmer

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MAYOR: Erik Larson

**THE MEMBERS OF
YOUR COMMITTEE ON:** Finance and the Finance Director

SUBJECT: IT Project

REPORTS AS FOLLOWS: Originally our IT project intended to separate computer traffic from phone traffic by putting them on separate switches. However, we have determined that the existing network can handle all of the traffic without the need for these extra switches. As such, we have up to 16 switches that the City no longer needs. They are each:

Aruba 2920 48G POE+

IT IS RECOMMENDED: That the City Council declare these switches as surplus and authorize Finance to sell or return these items.

Mike Folkers
Finance Director

Jeff Cook, Chair

Reported _____, 2017

James Cook, Vice-Chair

Adopted _____, 2017

Alice Phelps, Member

Karen Rowe, Member

17 - 01

ORDINANCE NO. _____

AN ORDINANCE ADOPTING ANNUAL BUSINESS LICENSE FEES, ADDING A NEW SECTION 5.10.075 TO THE ABERDEEN MUNICIPAL CODE AND AMENDING ORDINANCE 6373.

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

SECTION 1. NEW CODE SECTION ADOPTED. Ordinance 6373, in part, codified as Chapter 5.10 of the Aberdeen Municipal Code, is amended by adding the following section:

5.10.075 Annual license renewal fee. A twenty five dollar (\$25.00) annual business license renewal fee is due on the first business day of the year following the year for which the annual business license was issued. Renewal fees not paid by January 31 are delinquent and the annual business license shall be revoked as provided in AMC 5.10.130.

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

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

PASSED and APPROVED this ____ day of _____, 2017.

Erik Larson, Mayor

ATTEST:

Mike Folkers, Finance Director

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Erik Larson

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

TO WHOM IT WAS REFERRED: Purchase of 2017 Sakai Double Drum Asphalt Roller

REPORTS AS FOLLOWS: The City of Aberdeen owns one Bomag double drum asphalt roller that was purchased in 1992 for \$28,100. It has been highly reliable, durable and has required little maintenance. The front drum has recently formed a flat spot causing the roller to leave severe imperfections when trying to compact hot mix asphalt. Replacement rollers, per pair, are estimated at over \$30,000.

The Public Works Department would like to purchase a new 2017 Sakai double drum roller in the amount of \$49,018.50. With the purchase of the Sakai we can continue to use the Bomag for compacting gravel while using the Sakai for hot mix asphalt only. This will dramatically reduce wear and tear on the Sakai.

IT IS RECOMMENDED: That the Public Works Department purchase the 2017 Sakai double drum asphalt roller from Pape' Machinery, Inc., for the amount of \$49,018.50.

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: Erik Larson

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

TO WHOM IT WAS REFERRED: Authorization to accept funds for a Transportation Improvement Board (TIB) grant for emergency road repairs.

REPORTS AS FOLLOWS: The TIB approved funding for a one-time Emergency Repair Program in recognition of state and local emergency proclamations regarding severe winter weather. The program is limited with grants up to \$50,000 per eligible agency.

The TIB requires the City of Aberdeen to provide a 10% match. The maximum cost to the City for participation in the program would be \$5,000. Applications were accepted up to May 31, 2017. All work must be completed prior to August 31, 2017.

IT IS RECOMMENDED: That Public Works be authorized to accept the grant funds if they are awarded to the City.

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: Approval to award contract on the Transportation Benefit District (TBD Paving Project I 2017

REPORTS AS FOLLOWS: The Engineering Department advertised an Invitation for Bids for TBD paving work. Bids were received by Public Works on Wednesday, May 31, 2017. The project provides for the resurfacing of portions of Market St., Baldwin St., Lewis St., Haight St., W. 7th St., Polk St., and Perry St. The work shall include, but is not limited to, pavement grinding, pavement overlay, adjustment of utility lids, pavement marking, traffic control and other items of work. Two (2) bids were received and are listed below:

Lakeside Industries	-	\$443,172.25
Granite Construction Co.	-	\$478,771.20

IT IS RECOMMENDED: That the contract be awarded to Lakeside Industries and that the Mayor be authorized to execute the contract in the amount of \$443,172.25.

Rick Sangder
Public Works Director

Dee Anne Shaw, Chair

Alan Richrod, Vice-Chair

Reported _____, 2017

Kathi Prieto, Member

Adopted _____, 2017

Peter Schave, Member