

CITY OF ABERDEEN
200 East Market Street, Aberdeen, Washington 98520

NOTICE: RCW 42.30 Open Public Meetings Act compliance during the COVID-19 public health crisis has been altered as long as the Governor’s “Stay Home, Stay Safe” Order is in place. In compliance with that Order as amended, and under the guidance of the Washington State Attorney General, as amended, the City Council meeting will be held using Zoom video conferencing. This will allow the public to attend the meeting.

To attend this meeting:

DAY/DATE: Wednesday, February 09, 2022

TIME: 7:00 PM (Meeting will be called to order at 7:15 PM)

Zoom Link: Please click the link below to join the webinar:

<https://us06web.zoom.us/j/83115631263?pwd=WHJtTDRlZVVzRjJPSUhFVlJTSzIrdz09>

Passcode: 525743

Or One tap mobile :

US: +12532158782,,83115631263#,,,,*525743# or +16699006833,,83115631263#,,,,*525743#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 669 900 6833 or +1 346 248 7799 or +1 301 715 8592 or +1 312 626 6799 or +1 929 436 2866

Webinar ID: 831 1563 1263

Passcode: 525743

International numbers available: <https://us06web.zoom.us/j/83115631263?pwd=WHJtTDRlZVVzRjJPSUhFVlJTSzIrdz09>

Please be sure to register prior to the meeting. **The Zoom link is also available on the City Council page and City Council Calendar at www.aberdeenwa.gov.**

For the immediate future under the Order and associated Guidance, the City Council meeting will now include public comment periods. Please email the City Clerk, at Cityclerk@aberdeenwa.gov and Indicate if you would like to make a public comment or comment during a public hearing at the live meeting or have the Clerk read your comment. If you desire to comment live you will be called on during the meeting and allowed to speak for (3) three minutes. Please be sure to put “CITY COUNCIL PUBLIC COMMENT” OR “PUBLIC HEARING COMMENT” in the subject line.

The City of Aberdeen **requires** that you provide your full name and location or the comment will not be considered a public comment and will not be read during the meeting. If you reside in Aberdeen, please also include your Ward Number; if you do not reside in Aberdeen please let us know where you live.



ABERDEEN CITY COUNCIL

February 09, 2022

COUNCIL MEETING AGENDA

7:15 PM – Via Zoom

COMMITTEE OF THE WHOLE

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

COUNCIL MEETING

A. ROLL CALL

B. EXECUTIVE SESSION

- A. For 30 minutes To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. Action is expected after the session.

C. FLAG SALUTE

D. APPROVAL OF MINUTES

E. ADDITIONS / DELETIONS

- F. **PUBLIC COMMENT** - Public comments on all topics or if you want to comment at a public hearing, a written request must be submitted to CityClerk@aberdeenwa.gov. The City of Aberdeen requires that you provide your full name and location. If you reside in Aberdeen, please also include your Ward Number; if you do not reside in Aberdeen please let us know where you live.

G. FINANCE COMMITTEE

- A. Committee Chair Report
- B. Approval of expenditures
 - 1. Recommend approval of expenditures and payroll.
- C. Public Hearings
- D. Reports & Communications
 - 1. Report from Finance and the Parks Director recommending that the City Council authorize the Parks Director to place 2 sanicans in Downtown Aberdeen for the unhoused population.
 - 2. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor to sign the commercial lease with the Salvation Army, a California Corporation, for lease of a 2,500 square foot space on the first floor of 118 W. Wishkah Street, Aberdeen, Washington.
 - 3. Report from Finance and the Parks Director recommending that the City Council authorize the surplus of the Parks Department vehicles #104 (1990 Ford F250) and #31 (2000 Chevy C3500), to be sold at public auction, and the proceeds deposited into the Parks Department's Equipment Rental Reserve Fund.

E. Resolutions

F. Ordinances

VII. PUBLIC WORKS

A. Committee Chair Report

B. Public Hearings

1. This is the date set for Public Hearing on the Annual Project Plan for the Transportation Benefit District for the year 2022.

C. Reports & Communication

1. Report from Public Works and the Public Works Director recommending that the City Council shall authorize the Mayor to amend the agreement with Aqua Terra for professional services related to the Stevens Elementary Pedestrian Improvements (SEPI) project.
2. Report from Public Works and the Public Works Director recommending that the City Council shall authorize a total expenditure of \$151,020.12 for the early acquisition of three parcels for the US12 Highway Rail separation project, an increase of \$31,020.12.

D. Resolutions

E. Ordinances

VIII. PUBLIC SAFETY

A. Committee Chair Report

B. Reports & Communications

1. Report from Public Safety and the Fire Chief recommending that the Mayor be authorized to execute the MOU between the City of Aberdeen and City of Hoquiam to create a single iSpyFire account for incident notification and the recall of personnel.

IX. SPECIAL AGENDA ITEMS

A. Reports & Communication

1. Report from Personnel and the Human Resources Director recommending that the City Council adopt the recommendation of the hiring of Eric Cox as a Wastewater Treatment Operator.
2. Report from Personnel and the Human Resources Director recommending that the City Council approve the request to promote and increase the pay for Brody Trader from a Maintenance Worker I to Maintenance Worker II, effective March 1, 2022.

B. Proclamation

C. Resolutions

D. Ordinances

E. Appointments

X. CITY COUNCIL COMMENT PERIOD

XI. EXECUTIVE SESSION

The City of Aberdeen does not discriminate against or exclude anyone from participation in public meetings. Requests for assistance should be made by contacting the Human Resources Department at 360-537-3207, 24 hours in advance of the meeting.
Thank you.

**LEGISLATIVE REPORT
CITY OF ABERDEEN**

MAYOR: Hon. Pete Schave

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

RE: Funds to pay for two (2) sanicans in downtown Aberdeen

REPORT AS FOLLOWS: City staff recommends the placement of two (2) sanicans in downtown Aberdeen to provide restrooms for the unhoused population. The Aberdeen Police Department receives complaints from local businesses and citizens regarding individuals defecating and urinating on the sidewalks, stairways, and entrances to businesses.

Staff recommends one sanican be placed on the City owned lot next to City Center Drug, and the other sanican be placed at Franklin Field. These sanicans would be placed through December 31, 2022 at a cost of \$170/month.

FISCAL IMPACT: \$,1870.00

Amount Requested: \$1,870.00

Source of Funding: Parks Fund 102

City Fund/Department: Parks Fund 102-00-576-800-70-72

In Budget No **Supplemental Budget Needed?** Yes

IT IS RECOMMENDED: that the City Council authorize the Parks Director to place 2 sanicans in Downtown Aberdeen for the unhoused population.

Stacie Barnum, Parks Director

Liz Ellis, Chair

Reported February 9, 2022

Debbie Pieraccini, Vice Chair

Adopted _____, 2022

Marissa Aube, Committee Member

Kati Kachman, Committee Member

**LEGISLATIVE REPORT
CITY OF ABERDEEN**

MAYOR: Hon. Pete Schave

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

RE: Commercial Lease with Salvation Army

REPORT AS FOLLOWS: The City of Aberdeen is in the process of purchasing 118 W. Wishkah Street. This building will be used for Museum purposes. The Purchase and Sale Agreement requires a lease be in place as part of the building purchase. The building currently has a tenant, the Salvation Army Social Service Office and Food Pantry.

The Salvation Army lease terms are for a 2,500 square foot space on the 1st floor of the building, for a term of 12 months from closing plus the option for (2) two 6-month extensions, and the rent for the Premises shall be \$1,500 per month.

IT IS RECOMMENDED: that the City Council authorize the Mayor to sign the commercial lease with the Salvation Army, a California Corporation, for lease of a 2,500 square foot space on the first floor of 118 W. Wishkah Street, Aberdeen, Washington.

Stacie Barnum, Parks Director

Liz Ellis, Chair

Reported February 9, 2022

Debbie Pieraccini, Vice Chair

Adopted _____, 2022

Marissa Aube, Committee Member

Kati Kachman, Committee Member

LEASE AGREEMENT
Between the City of Aberdeen and the Salvation Army

THIS AGREEMENT is made and entered into this day by and between the City of Aberdeen, a municipal corporation of the state of Washington, hereinafter referred to as the “City,” and the Salvation Army, a California Corporation, hereinafter referred to as the “Lessee.”

WITNESSETH:

SECTION 1: PREMISES

The City hereby leases to Lessee, upon the terms and conditions set forth in this Agreement, the following portions of the building located on the real property located at 118 W Wishkah Street, Aberdeen WA 98520, Grays Harbor County Parcel Number 029302400800, legally described as WAX & BENNS LOT 8 & WLY 1/2 OF LOT 9 BLK 24. The subject leased premises consist of: 2,500 square feet of the 1st floor on the west side of the building located on the real property, including alley rolling door and access to restroom (collectively, the “Premises”). A depiction of the Premises is shown on Exhibit A attached hereto and incorporated by this reference.

SECTION 2: USE OF PREMISES

- 2.1 The Premises shall be used by Lessee for operation of a Salvation Army Social Service Office and Food Pantry and for no other purpose without the prior written consent of the City.
- 2.2 Lessee is expressly subject to the following conditions and limitations which shall be strictly observed in Lessee’s use and occupancy of the Premises:
 - A. Keep the premises neat, clean and in sanitary condition;
 - B. Post the hours of operation on an external sign;
 - C. Lessee shall occupy the Premises in compliance with the requirements of the International Building Code for occupancy;
 - D. Lessee shall occupy the Premises in compliance with all City Zoning Code provisions related to parking and signage;
 - E. Lessee shall keep the Premises free of litter and garbage;
 - F. Lessee shall provide the City a quarterly report generally describing the types of services provided on the Premises; and
 - G. Upon the termination of this Agreement, Lessee shall return the Premises to the City in the same or better condition as Lessee took possession of the Premises at the beginning of this Agreement.

SECTION 3: TERM

The term of this Lease shall be 12 months from closing plus the option for (2) two 6-month extensions.

SECTION 4: RENT

Rent for the Premises shall be \$1,500 per month. The rent for each month of the term hereof shall be payable by the 10th day of such month.

SECTION 5: MAINTENANCE AND REPAIR; UTILITIES

- 5.1 The following shall be the responsibility of the City to maintain at the City's expense: Fire alarm and suppression system annual inspections; heating system annual inspections; maintenance of electrical, water and sewer utility facilities; lawn mowing and general landscaping; maintenance or replacement of sidewalk; structural building maintenance; replacement of light bulbs and receptacles.
- 5.2 The following shall be the responsibility of Lessee to maintain at Lessee's sole desire and expense: Signage and security; interior janitorial services; communications utilities including phone, and internet.

SECTION 6: ALTERATIONS AND IMPROVEMENTS

Lessee may make nonstructural alterations or improvements to the Premises that it deems necessary or desirable; PROVIDED, however, that any alterations or improvements to electrical, plumbing, and similar permanent fixtures shall require the prior written approval of the Aberdeen City Council. In addition, any structural alterations or additions to the Premises shall require the prior written consent of the Aberdeen City Council. Unless otherwise provided in such written consent, any structural improvements or additions constructed by Lessee shall become the City property upon substantial completion. All such nonstructural or structural alterations, improvements, and additions shall be part of the Premises and shall be subject to the terms of this Agreement.

SECTION 7: PERSONAL PROPERTY

Lessee may furnish, install and maintain on the Premises any and all personal property which it deems necessary or desirable in connection with Lessee's activities on the Premises. All personal property of the Lessee installed in or located on the Premises shall remain the property of the Lessee.

SECTION 8: NO LIENS

In performing any work required or permitted under this Agreement, Lessee shall keep the Premises free of all liens, and hold the City harmless from liability for any such liens, including costs and attorney fees.

SECTION 9: COMPLIANCE WITH LAWS

Lessee, in the performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including federal and state nondiscrimination statutes and regulations.

SECTION 10: INDEMNIFICATION AND HOLD HARMLESS

Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

The safety of Lessee's employees and invitees while at the Premises shall be the sole responsibility of Lessee. All vehicles and any other personal property of Lessee's employees and invitees in, on, or about the Premises shall be at Lessee's sole risk. The City shall not be liable for any injury to Lessee's employees or invitees, or for damage to or loss of any such automobiles or other personal property, unless and to the extent that the damage or loss is caused by the City, its agents or employees.

SECTION 11: INSURANCE

11.1 Insurance Term. Lessee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises and the activities of Lessee and its guests, representatives, volunteers and employees.

11.2 No Limitation. Lessee's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Lessee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

11.3 Required Insurance. Lessee's required insurance shall be as follows:

General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City shall be named as an additional insured on Lessee's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that Lessee's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Lessee's insurance and shall not contribute with it.

- 11.4 City Full Availability of Lessee Limits. If Lessee maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Lessee, irrespective of whether such limits maintained by Lessee are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Lessee.
- 11.5 Certificate of Insurance and Acceptability of Insurers. Lessee shall provide a certificate of insurance evidencing the required insurance before using the Premises.

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

SECTION 12: GENERAL PROVISIONS

- 12.1 Notices: Any official notice that either party hereto desires or is required 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 OF ABERDEEN
Attn: Stacie Barnum
200 East Market Street
Aberdeen, WA 98520

SALVATION ARMY A CALIFORNIA
CORPORATION
Attn: Property Manager
Post Office Box 9219
Seattle, WA 98109

The above addresses may be changed by either party by giving written notice to the other.

- 12.2 Assignment or Delegation: Lessee may not assign its rights or delegate its duties under this Agreement, or any part of it, except with the prior written consent of City.
- 12.3 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.
- 12.4 No Waiver: No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

12.5 Severability: If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be deemed excised from this Agreement and replaced by a valid provision as close in meaning and intent as the excised provision as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as so replaced, as the case may be.

12.6 Authority of Signers: Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he or she is executing this Agreement to the terms hereof.

DATED: _____, 2022

**SALVATION ARMY,
A CALIFORNIA CORP**

CITY OF ABERDEEN

By: _____
Its: _____

By: _____
Pete Schave, Mayor

ATTEST:

By: _____
Patricia Soule, Finance Director

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of THE SALVATION ARMY [INSERT CORRECT CORPORATE NAME] to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

DATED: _____

Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF GRAYS HARBOR)

I certify that I know or have satisfactory evidence that Pete Schave is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Aberdeen to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

DATED: _____

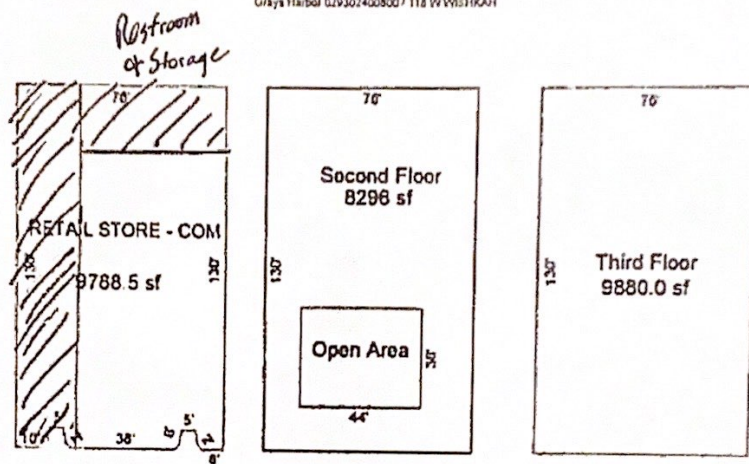
Print Name: _____
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My commission expires: _____

1/6/22 9:04 AM

Grays Harbor 1

Parcel 029302400000

Grays Harbor 029302400000/ 118 W WISHKAH



2,500
Sq ft

https://graysharborwa-tas.sirfer-publicaccess.com/ViewImage.aspx?num=029302400000&doc=118+W+WISHKAH&img=/Attachments/30000/107672/107672_m.JPG

5/1

EXHIBIT A

**LEGISLATIVE REPORT
CITY OF ABERDEEN**

MAYOR: Hon. Pete Schave

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

RE: Surplus of 2 Parks Department vehicles

REPORT AS FOLLOWS: The Aberdeen Parks Department would like to surplus the following vehicles:

1990 Ford F250 Crew Cab, Vehicle #104, VIN# 1FTNW20L0XED22919
2000 Chevy C3500 Dually, Vehicle #31, VIN# 1GBJC34R4YF401988

The vehicles will be sold at auction through *GovDeals*. *GovDeals* is specifically created for, and dedicated to, government and educational agencies and their surplus disposition. Proceeds from the vehicle sales would be deposited into the City's Equipment Rental Reserve Fund for use by the Parks Department for future vehicle purchases.

IT IS RECOMMENDED: that the City Council authorize the surplus of the Parks Department vehicles #104 and #31, to be sold at public auction, and the proceeds deposited into the Parks Department's Equipment Rental Reserve Fund.

Stacie Barnum, Parks Director

Liz Ellis, Chair

Reported February 9, 2022

Debbie Pieraccini, Vice Chair

Adopted _____, 2022

Marissa Aube, Committee Member

Kati Kachman, Committee Member

CITY OF ABERDEEN NOTICE OF A PUBLIC HEARING

The City of Aberdeen will hold a public hearing on the Annual Project Plan for the Transportation Benefit District for the year 2022. The public hearing will be held during the regularly scheduled City Council ZOOM meeting on **Wednesday, February 09, 2022** which begins at **7:15 pm**.

The Zoom link and Call-in information will be provided prior to the Council meeting on the City of Aberdeen's website – <https://www.aberdeenwa.gov>

For further information please contact **Rick Sangder, Public Works Director** at (360)-537-3228; or by US Mail at 200 E. Market Street, Aberdeen, WA 98520-5207; or via email to RSangder@aberdeenwa.gov. To provide written testimony, please indicate "PUBLIC HEARING COMMENT" on your email or written communication and provide them to Cityclerk@aberdeenwa.gov or via mail to the address provided above. The City of Aberdeen requests that you provide your full name. If you reside in Aberdeen, please also include your Ward Number; if you do not reside in Aberdeen please let us know where you live.

**LEGISLATIVE REPORT
CITY OF ABERDEEN**

MAYOR: Hon. Pete Schave

**THE MEMBERS OF
THE COMMITTEE ON:** Public Works

RE: Consultant Contract Amendment for Archaeological Monitoring for Stevens Elementary Pedestrian Improvements (SEPI) project (STREET-2019-0005)

REPORT AS FOLLOWS: In June 2021, the City of Aberdeen entered into an agreement with Aqua Terra Cultural Resource Consultants for professional services to provide archaeological monitoring during drainage improvements associated with the SEPI construction project; original contract amount of \$9,306.72. The original contract amount was largely based on the estimate of hours the archeologist would be monitoring the excavation activities during storm drainage improvements. Due to unforeseen underground conditions, the drainage improvements took 9 working days, rather than the 5 estimated working days. The fee for the additional work performed is \$6,339.08, increasing the contract amount to \$15,645.80. The Public Works Director has reviewed the request and agrees that is it necessary and warranted.

City Project Number: STREET-2019-0005
City Project Title: Stevens Elementary Pedestrian Improvements

FISCAL IMPACT:
Amount Requested: \$6,339.08
Source of Funding: Engineering
FundingIf Grant, is there a Match? No
City Fund/Department: Engineering
In Budget No Supplemental Budget Needed? No
BARS Number 001.21.542.101.40.90

IT IS RECOMMENDED: The City Council shall authorize the Mayor to amend the agreement with Aqua Terra for professional services related to the Stevens Elementary Pedestrian Improvements (SEPI) project.

Rick Sangder
Public Works Director

Dee Anne Shaw, Committee Chair

Reported _____, 2022

Joshua Francy, Vice-Chair

Adopted _____, 2022

David Lawrence, Member

Vacant

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL SERVICES**

This First Amendment to the Agreement for Professional Services between the City of Aberdeen and Aqua Terra Cultural Resource Consultants (the “First Amendment”) is entered into this ____ day of _____, 2022 and effective as of February 9, 2022 (the “Effective Date”), by and between the City of Aberdeen (the “City”) and Aqua Terra Cultural Resource Consultants (the “Contractor”). Each of City and Contractor is sometimes referred to individually as a “Party”, and City and Contractor are collectively sometimes referred as the “Parties”.

RECITALS:

WHEREAS, the Parties entered into that certain Agreement for Professional Services dated June 25, 2021 (“Agreement”), wherein the Contractor would provide professional services necessary to complete the archaeological monitoring of drainage improvements for the Stevens Elementary Pedestrian Improvements project; and

WHEREAS, the Parties mutually desire to amend the Agreement as further described herein.

AGREEMENT:

NOW, THEREFORE, and in consideration of these premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledge, the parties agree as follows:

1. Term of contract. The contract term is extended an additional 120 days as of the effective date of August 24, 2021.
2. Payment. The cost of completed services by the Contractor revised from \$9,306.72 to \$15,645.80.
3. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment.
4. Entire Agreement. The Agreement and this First Amendment represents the entire agreement among the parties with respect to the matters that are the subject hereof
5. Counterparts; Facsimile Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this First Amendment between the parties hereto, and it shall not be necessary for the proof of this First Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the Effective Date first written above.

AQUA TERRA CRC

CITY OF ABERDEEN

By: _____

By: _____

Title: _____

Title: Pete Schave, Mayor

Date: _____

Date: _____

ATTEST

By: _____

Name: _____

**LEGISLATIVE REPORT
CITY OF ABERDEEN**

MAYOR: Hon. Pete Schave

**THE MEMBERS OF
THE COMMITTEE ON:** Public Works

**RE: Authority to Increase the Budget for Previously Approved Early Acquisition of Property
(STREET-2017-0002)**

REPORT AS FOLLOWS: The Aberdeen City Council authorized \$120,000 at the March 24, 2021 City Council meeting for the early acquisition of three properties for the US12 Highway Rail Separation project. Due to market conditions the actual purchase price after negotiation was \$151,020.12. This final negotiated price is wholly covered by existing grant funding and was somewhat expected. We anticipate a refund at closing of approximately \$1,500 due to over collected excise tax.

FISCAL IMPACT:

Amount Requested: \$31,020.12

Source of Funding: Grant

If Grant, is there a Match? No What year will grant funds be expended? 2022

City Fund/Department: Public Works/Engineering Department

In Budget No Supplemental Budget Needed? No

IT IS RECOMMENDED: The City Council shall authorize a total expenditure of \$151,020.12 for the early acquisition of three parcels for the US12 Highway Rail separation project, an increase of \$31,020.12.

Rick Sangder
Public Works Director

Reported _____, 2022

Adopted _____, 2022

Dee Anne Shaw, Committee Chair

Joshua Francy, Vice-Chair

David Lawrence, Member

Vacant

**Aberdeen Fire Department
Legislative Report**

Mr. Mayor;

The Members Of Your Committee On: Public Safety, and the Fire Chief

To Whom Was Referred: This Memorandum of Understanding (“MOU”) is entered into between the City of Hoquiam (“Hoquiam”), a Washington municipal corporation and the City of Aberdeen (“Aberdeen”), a Washington municipal corporation for the Aberdeen and Hoquiam Fire Departments to create a single iSpyFire Account.

Report As Follows: The Aberdeen and Hoquiam Fire Departments utilize iSpyFire Inc. for incident notification and the recall of personnel for escalating incidents. Separately, each department pays \$1500.00 dollars per year for this service. Creating one account will result in a total savings of \$500.00 dollars annually and create efficiencies in the operation of the program’s functionality.

Recommend As Follows: That the Mayor be authorized to execute the MOU between the City of Aberdeen and City of Hoquiam to create a single iSpyFire account for incident notification and the recall of personnel.



Tom Hubbard, Fire Chief

Public Safety Committee

Pete Schave, Mayor

Chairperson

Patricia Soule, Finance Director

Committee Member

Committee Member

Reported, 2/9/2022

Committee Member

Adopted _____ 2022

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HOQUIAM AND THE CITY OF ABERDEEN**

This Memorandum of Understanding (“MOU”) is entered into between the City of Hoquiam (“Hoquiam”), a Washington municipal corporation and the City of Aberdeen (“Aberdeen”), a Washington municipal corporation.

RECITALS

- A. The Hoquiam Fire Department and the Aberdeen Fire Department both use a program/app called “iSpyFire” which is provided by iSpyFire, Inc., of Coeur d’Alene, Idaho. iSpyFire charges each city an annual subscription fee of \$1500.00.
- B. The two fire departments have attempted have their two separate accounts cooperate with each other, without success. iSpyFire, Inc. has suggested that the two fire departments merge the two accounts.

AGREEMENT

The parties hereby agree as follows:

- 1. Hoquiam shall contract with iSpyFire, Inc. for an annual subscription to iSpyFire that would permit both the Hoquiam Fire Department and the Aberdeen Fire Department to utilize iSpyFire for the year 2022.
- 2. Hoquiam shall pay the annual subscription fee for the two fire departments in the amount of \$2,500.00. Hoquiam will then submit an invoice to Aberdeen for one-half of the annual subscription fee, \$1250.00, which shall be paid by Aberdeen within sixty days of submission of the invoice.
- 3. This MOU is entered into for the benefit of the parties to this MOU only and shall confer no benefits, direct or implied, to any third parties.

CITY OF HOQUIAM

CITY OF ABERDEEN

BY _____
Ben Winkelman – Mayor

BY _____
Pete Schave – Mayor

Date _____

Date _____

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Pete Schave

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

To Whom Was Referred: Hiring of Eric Cox as a Wastewater Treatment Operator
1

Reports and Recommends as Follows: On February 7, 2022, members of the Personnel Committee met and discussed a request from the Public Works Director regarding the hiring of Eric Cox as a Wastewater Treatment Operator 1.

Based on Eric's experience, the Public Works Director and Mayor Schave recommend Eric Cox start at a Range 16, Step 5, with the standard AFSCME benefits package. His anticipated start date is to be determined.

It is recommended that the City Council adopt the recommendation of the hiring of Eric Cox.

PERSONNEL COMMITTEE

Pete Schave, Chairman

Reported: February 9, 2022

Kati Kachman, Council President

Adopted: _____, 2022

Liz Ellis, Member

LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN

Mayor: Hon. Pete Schave

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

To Whom Was Referred: Promotions for Brody Trader from Maintenance Worker I (MWI)
to Maintenance Worker II (MWII).

Reports and Recommends as Follows: On February 17, 2022, members of the Personnel Committee met and discussed a request from the Public Works Director to promote Brody Trader to MWII. Brody's pay Range will change from a Range 13 step 2 to a Range 15 step 1, an increase of \$197.00 a month.

Brody is performing the duties of the MWII and MWIII positions due to the transfer of a number of key personnel out of the Sewer Department. The MWI position that Brody currently resides in has no requirement or expectation of CDL licensure, however, he has tested and obtained a Class A CDL License and is now the primary driver of both the sewer vector truck and the sewer biosolids truck. Due to the vacancies in the department there will not be a need for a supplemental budget

FISCAL IMPACT:

Amount Requested:	\$1,970
Source of Funding:	Sewer Department Budget
City Fund/Department:	Public Works/Sewer Department
In Budget No	Supplemental Budget Needed? No

It is recommended that the City Council approve this request to promote and increase the pay for Brody Trader effective March 1, 2022.

PERSONNEL COMMITTEE

Pete Schave, Chairman

Reported: February 9, 2022

Kati Kachman, Council President

Adopted: _____, 2022

Member