



ABERDEEN CITY COUNCIL

March 8, 2017

COUNCIL MEETING AGENDA

7:15 PM – 3rd Floor, City Hall

COMMITTEE OF THE WHOLE

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

COUNCIL MEETING

I. ROLL CALL

II. FLAG SALUTE

III. APPROVAL OF MINUTES

IV. 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 and the Finance Director recommending approval of the contract with Questica for a budget module.
 - 2. Report from Finance and the Parks Director recommending acceptance of a \$25,000 grant from the Grays Harbor Community Foundation.
 - 3. Report from Finance and the Parks Director requesting to enter into a Small Works contract with RC Fence to install permanent fencing at Bishop Fields A&B.
- E. Ordinances

VII. PUBLIC WORKS

- A. Committee Chair Report
- B. Reports & Communication
 - 1. Report from Public Works and the Public Works Director recommending the purchase of 23.85 acres or real property adjacent to Charlie Creek.
- C. Resolutions

1. A Resolution adopting a fee schedule for SEPA reviews under Chapter 14.32 AMC, critical area reviews under Chapter 14.100 AMC, short plats and boundary line adjustments under Chapter 16.08 AMC, mobile home parks under Chapter 16.20 AMC, and applications, notices, plan reviews, permits, administrative actions, and appeals authorized under Title 17 AMC.

VIII. PUBLIC SAFETY

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

IX. SPECIAL AGENDA ITEMS

- A. Reports & Communication
 1. 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.
 2. Report from Personnel and Human Resources recommending that the City Council adopt revisions to the Building Inspector II job description effective immediately.
 3. Report from Personnel and Human Resources recommending that the City Council adopt revisions to the Assistant Community Development Director job description effective immediately.
 4. Report from Personnel and Human Resources recommending that the City Council adopt revisions to the Community Development Director job description effective immediately.
 5. 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. 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**

Mayor: Erik Larson

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

In Reference To: Questica Budget Software

Background:

Historically, the City has developed and published its annual budget by using a variety of software programs and relied heavily on Microsoft Excel. While the current process has resulted in reliable and accurate budgets, the City's reliance on Microsoft Excel includes close to 100 different spreadsheets and requires time consuming and manual processes. Additionally, the chance for errors and exclusions is high.

A modern and comprehensive budgeting system will improve accuracy, increase efficiency and streamline the budget process. It will also enhance the tools that are available to staff to engage department heads and managers to review and approve budget requests.

Questica Budget was selected by staff as the best fit to augment our existing budgeting tools and replace our current system. Questica has more than 20 years of experience specializing in budgeting software for the public sector. Their software is fully compatible with Springbrook, our financial software. Questica services more than 100 municipal customers, including Thurston County, Clark County, the City of Snohomish, the City of Lynnwood and Sound Transit in Washington.

The full price of this software would normally be \$65,195. However, Questica has provided the City of Aberdeen a discounted price of \$8,400 if the City will complete the migration of data and configure the software to match our needs. After reviewing the procedure, staff is confident that we can perform this function in a timely manner and use Questica Budget for the 2018 Budget process.

Reports and recommend as follows:

That Council authorizes the Mayor and Finance Director to sign the necessary documents between the City and Questica.



Mike Folkers, Finance Director

Jeff Cook, Chairman

Reported: March 8, 2017

Jim Cook

Adopted:

Alice Phelps

Karen Rowe



Questica BUDGET

Questica Budget Agreement- Time & Materials

Prepared for

**Mike Folkers
City of Aberdeen, WA**

by

**André Aberdeen
Questica Inc.**

28-February-2017r0



Questica



City of Aberdeen
200 E. Market Street
Aberdeen, WA. United States

Attn: Mike Folkers

RE: Questica Budget Budgeting Solution

Questica is pleased to present a price estimate for the City of Aberdeen's budgeting requirements. Questica Budget represents a proven budgeting solution specifically designed for the unique needs of municipal governments.

Questica is a Microsoft Gold Certified Partner, and with over 200 public sector customers, we have the experience and depth to implement and support a municipality of your size. More than just offering a software solution, Questica provides the understanding and experience garnered from over 17 years of implementing municipal government budgeting solutions.

We understand it's more than just software.

We hope you find this document informative. We appreciate the opportunity, and encourage you to contact us with any questions or comments you may have.

Sincerely,

André Aberdeen
Account Manager
Questica Inc.



Questica Budget Price Estimate

Quotation ID#: 28-February-2017r0

Option 1- Traditional Model- The City would purchase and own the software, and it would be installed on The City's server(s)

Standard Pricing Model

Description	Qty	Total
Questica Budget Framework <i>Includes 1 Seat (Operating, Salaries, Capital, & Performance Measures)</i>	1	
Additional Operating License Seats	4	
Additional Salaries License Seats	4	
Additional Capital License Seats	1	
Additional Performance Measures License Seats	1	
Unlimited Read Only	Included	
Allocations Add-in	Included	
Statistical Ledger Add-in	Included	
Staff Planning Add-in	Not Included	
Total Software (One-Time Cost):		\$18,297
Total Annual Maintenance and Support:		\$4,208
Professional Services (Per Statement of Work)		
Design, Analysis & Configuration		T&M
Project Management		T&M
Training		T&M
Integrations		T&M
Customizations		T&M
Custom Reports		T&M
IT Services		T&M
Total Professional Services (To be billed at Time & Materials, at a rate of \$185/Hr.):		Time & Materials
Travel expenses, if applicable		Not Applicable
Total Travel Expenses:		\$ -
Discount, including year 1 maintenance		-\$14,105
Grand Total- Year 1 (Software Only)		\$8,400

Special Note: Pricing based on remote implementation and training. The only on-going cost would be for annual Maintenance & Support, to begin at the start of Year 2, unless additional licenses, modules or services are purchased. Any additional licenses, modules or services would be handled via a Change Order process.



Pricing Notes

Quotation ID#: 28-February-2017r0

Pricing valid through: February 28, 2017

- Above pricing in US dollars
- Terms of Payment:
 - Software- 100% Contract Effective Date (Net 30)
 - Maintenance- 100% Contract Effective Date (Net 30). YR2 due 365 days from Contract Effective Date
 - Services- To be billed at Time & Materials, and invoiced monthly, as services are delivered
- Applicable Tax Extra

Professional Services Notes:

- All Services to be provided on a Time & Materials basis
- Remote Implementation and Training

Other Items:

- Microsoft SQL Licenses not included (unless Questica is hosting)
- Travel costs, if applicable will be charged back at cost (airfare, hotels, car rental, etc.) plus a \$75 per diem for food and incidentals.
 - Travel time if applicable will be billed at a rate of \$185/hr. to a max of \$500 each way.
 - We do not anticipate the need to travel to your site, unless requested.
- Hosting and SaaS (Software as a Service) pricing options also available.

* Questica hosts the application and database during the implementation process. The 1st login represents the date on which the first login to the hosting database by a customer user occurs.





Quotation General Terms and Conditions

Quotation ID: 28-February-2017r0

General Terms and Information:

Terms of Service: The services and any related software are provided under the License and Service Agreement which is hereby deemed to be fully incorporated into this quotation, whether or not attached hereto. By executing this quotation below, Customer acknowledges a) having been provided a copy of the License and Service Agreement as Exhibit A to this quotation, and b) having read the License and Service Agreement and Agrees to all its terms. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

Taxes: The pricing on this quotation is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Questica) shall be the responsibility of the Customer.

Payment: Payment is required in the currency quoted. Unless detailed otherwise in this quotation, Terms are Net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Maintenance and Support: This quotation may include Annual Product Maintenance and Support. Its cost is calculated as 23% of the current cost of licensed software, prior to discounts. This service (as detailed in the attached License and Service Agreement) is purchased on an annual basis from the date the software is purchased. If payment of the annual fee is not received by Questica before the first business day of the next additional year, Questica's obligation to provide the maintenance and support services shall be terminated. Questica may, in its sole discretion, increase the Annual Product Maintenance Fee upon 30 days prior written notice. If may elect not to increase its maintenance and support rate in any year, however no such waiver shall preclude Questica from applying the escalation to any subsequent year or part of a year, and from making the subsequent application as if all subsequent escalation had been duly made over the period since the last increase.

Acceptance of Custom Work: This quotation may include the development of Product Customization, Custom Reporting or Data import services as detailed in an attached Scope of Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Licensee shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If it's determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Licensee's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Licensee finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Licensee has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

Consulting, Training or Implementation Time Invoicing: Only activities approved in an approved Scope of Work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the Scope of Work.

Travel Costs: Unless noted otherwise, this quotation does not include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.



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Acceptance

Quote ID#: 28-February-2017r0

Authorized Signature: _____

Authorized Name: _____

Organization Name: _____

Date: _____

Upon accepting this offer, please scan all pages of the signed quotation with an authorized purchase order and forward to sales@questica.com

QUESTICA, INC.

Authorized Signature: _____

Authorized Name: _____

Organization Name: Questica, Inc.

Date: _____





QUESTICA BUDGET LICENSE AND SERVICE AGREEMENT

This SOFTWARE LICENSE AGREEMENT (the "Agreement") is made this February 28, 2017 (the "Effective Date") by and between QUESTICA INC., a corporation incorporated under the laws of Ontario, Canada ("Questica") and City of Aberdeen, Washington including, without limitation, all its subdivisions, departments, and constituent entities within its legal scope and jurisdiction (collectively, the "Licensee").

BACKGROUND

- A. Questica has made a substantial investment in the development of the QUESTICA BUDGET computer software products identified in the attached Quotation (the "Software"), and in the development of documentation related thereto (the "Documentation" and together with the Software, the "Work").
- B. Questica has the right to license the Work to third parties.
- C. The Licensee wishes to use the Work, and Questica has agreed to license such use, pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration (the receipt and adequacy of which are hereby acknowledged), Questica and Licensee (collectively, the "Parties" and individually, a "Party") agree as follows:

1. PERMITTED USE. Subject to the terms of this Agreement, Questica hereby grants to Licensee a perpetual, Personal, non-transferable and non-exclusive license to use the Software, solely in executable code format, and the Documentation provided therewith, solely for Licensee's own internal business purposes exclusively within the facilities and sites within the jurisdiction of the Licensee.

If Licensee wishes to use the Software at or from an additional site or sites outside of its jurisdiction, Licensee agrees to obtain a separate license for such site(s). Licensee's right to use the Software and the Documentation is limited to those rights expressly set out herein. Licensee shall not use the Software, in whole or in part, on behalf of or for the benefit of any other Person, including an affiliate of the Licensee, except as expressly provided herein.

1.1 STAFF WORK-AT-HOME RIGHTS. Staff of the Licensee may use the Software from their home as an extension of the license granted to the Licensee, for business related purposes. Staff may not use the Software at home for personal purposes.

Licensee is responsible for ensuring that the Software is made inaccessible to its staff if a) any event causes the staff member to no longer be an employee for any reason, or b) the staff member would not normally require the use of the Software in the at-work environment.

1.2 PERMITTED CUSTOMIZATIONS. Questica also grants the Licensee a non-sublicensable, non-exclusive, non-transferable right to create, or to have created on its behalf, "Permitted Customizations" to the executable code components of the Software solely for internal use and only for use as part of and in conjunction with the related Software. "Permitted Customizations" is custom software or reports which are developed that access or interact with the Software or its associated database(s). The Licensee may only create Permitted Customizations that do not require access and changes to the source code. The Licensee may only create Permitted Customizations that do not require the source code of the Software to create the Permitted Customizations, and access the executable code version of the Software or its associated databases in a way that is reasonably practical without access to the source code of the Software at any time.

Permitted Customizations Do Not Inhibit Questica's Right to Innovate. Independently, Questica is continually innovating and improving the Software to meet the needs of its customers. The Licensee acknowledges that, while it has the ability to create its own Permitted Customizations, Questica must not be prevented from continuing to develop and enhance its software in any respect, even if such modifications may be similar to the Permitted Customizations in functionality, appearance or otherwise. Therefore, if Questica develops any modifications which may be similar to the Permitted Customizations, Licensee agrees to not make any claim against Questica for infringement of any of its (or its subcontractors) rights in or to the Permitted Customizations. Questica shall not directly incorporate into its modifications any original source code independently developed by the Licensee.

1.3 RESTRICTIONS ON USE. Except as set forth herein, Licensee shall (a) not copy the Software except to copy it onto the site computers being used by Licensee and to make one copy of the Software solely for backup or testing purposes; (b) not copy any of the Documentation for any use outside the site; (c) not assign this Agreement or transfer, lease, export or grant a sub-Licensee of the Work



or the license contained herein to any Person or organization except as and when authorized to do so by Questica in writing; (d) not reverse engineer, decompile or disassemble the Software; (e) not use the Work except as authorized herein; (f) take such precautions with respect to the Software, as it would take to protect its own proprietary software or hardware or information. For the purposes of this Agreement, "Person" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other judicial entity recognized by law.

2. OWNERSHIP AND COPYRIGHT. Questica is the owner of all intellectual property rights in the Work, related written materials, logos, names and other support materials provided pursuant to the terms of this Agreement. No title to the intellectual property in the Work or in any magnetic media or other physical media provided therewith is transferred to the Licensee by this Agreement.

Questica shall defend Licensee against any claim that the Work infringes a patent, copyright, trade-mark or other intellectual property right of any third party and Questica will pay resulting cost, damages and reasonable legal fees finally awarded, provided that i) Licensee promptly notifies Questica in writing of the claim; and ii) Questica has sole control of the defense and all related settlement negotiations.

If such claim has occurred or in Questica's opinion is likely to occur, Licensee agrees to permit Questica at its option and expense, either to procure for Licensee the right to continue using the Work or to replace or modify the same so that it becomes non-infringing without loss of functionality.

Questica shall have no obligation to defend Licensee or to pay costs, damages or legal fees for any claim based upon use of other than a current unaltered release of the Work, if such infringement would have been avoided by the use of a current unaltered release thereof.

The foregoing states the entire obligations of Questica with respect to infringement or proprietary or intellectual rights of third parties.

3. LIMITED WARRANTY. Questica warrants that so long as Product Maintenance and Support services are provided by Questica that the Software, when properly installed, will perform substantially in accordance with the accompanying written materials. If the Software does not so perform during such period, Questica will correct, at no cost to Licensee, programming errors in the Software to make the Software so perform provided that i) the Software has been properly used by the Licensee in accordance with the documentation furnished by Questica to Licensee in connection therewith; ii) Licensee notifies Questica of the programming errors and describes the nature of the suspected errors and of the circumstances in which they occur; iii) Questica, using reasonable efforts, is able to confirm the existence of the programming errors; and iv) Licensee or any third party has not changed or modified the Software.

Licensee agrees that Questica shall not be liable to the Licensee or any other person, regardless of the cause, for the effectiveness or accuracy of the Software, the Documentation or any other related materials, or for any other special, indirect, incidental or consequential damages arising from or occasioned by the use of the Software, the Documentation or the related materials, or the failure or omission on the part of Questica to comply with its obligations under this Agreement.

The Licensee hereby agrees that Questica's maximum liability for any claim arising in connection with the Software, the Documentation or any related materials (whether in contract, tort, including negligence, product liability or otherwise) shall not exceed the total License Fee paid by the Licensee.

THE ABOVE EXPRESS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS (EXPRESS AND IMPLIED) AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED ARE GIVEN.

4. LIMITATIONS OF REMEDIES AND DAMAGES. Subject to Section 10 hereof, Questica's entire liability and the Licensee's exclusive remedy under this agreement shall be i) if Questica is in breach of the Limited Warranty, to require Questica to replace any defective media or to correct any defects and make any modifications which are necessary to cause the Software to conform in all material respects to the Documentation; or ii) the termination of this agreement.

In the event of any such termination, Questica shall not be liable in the aggregate for any damages which exceed the amount paid hereunder by the Licensee to Questica as Software License Fees. In no event shall Questica be liable for indirect, special, incidental, or consequential damages, even if advised of the possibility of such damages.

5. DISPUTE RESOLUTION / ARBITRATION. In the event of any dispute arising out of or relating to and/or in connection with this Agreement, the parties' project managers shall use every reasonable effort to resolve such dispute in good faith within ten (10) business days. If the project managers have failed to resolve the dispute within such time frame, then the dispute shall be escalated to the next escalation level. At each escalation level, the designated executives shall negotiate in good faith in an effort to resolve the dispute.

Escalation Level	Questica Management Level	Licensee Management Level	Period of Resolution Efforts
First Level	Project Manager	Project Manager	10 business days
Second Level	President	Finance Department Manager	10 business days



Third Level	Chairman	Director of Finance or Treasurer	10 business days
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If the above escalation periods have elapsed and there continues to be a dispute as to any matter herein, the matter in dispute shall be referred to arbitration by a single arbitrator, if such parties agree upon one arbitrator, or otherwise by three arbitrators, of whom one shall be appointed by Licensee and one shall be appointed by Questica and the third shall be chosen by the first two named before the arbitration. The arbitration and the appointment of the arbitrator shall, unless expressly provided for herein, be conducted in accordance with the Arbitrations Act (Ontario). The award and determination of such arbitrator, arbitrators or any two of such three arbitrators ***shall be binding*** upon the parties and their respective successors and permitted assigns. Licensee and Questica shall co-operate in completing any arbitration as expeditiously as possible and the arbitrator or arbitrators may hear such experts as may appear to him or them appropriate. Any interested party shall bear its costs and expenses incurred in connection with the arbitration except for the cost of the arbitrator or arbitrators and experts engaged by him or them which shall be borne by Questica and Licensee equally. Notwithstanding the foregoing, arbitration shall not preclude the right of either party to seek injunctive relief.

6. IRREPARABLE HARM. Licensee acknowledges and agrees with Questica that the breach by it of any of the provisions of Sections 1- 4, 8 or 10 of this Agreement would cause serious harm to Questica which could not adequately be compensated for in damages and in the event of a breach by Licensee of any of such provisions, Licensee understands that an injunction may be issued against it restraining it from any further breach of such provisions, but such actions shall not be construed so as to be in derogation of any other remedy which Questica may have in the event of such breach.

7. PRODUCT MAINTENANCE AND SUPPORT. For the first year of this Agreement, upon paying the Licensee Fee and for each year thereafter, provided that Licensee continues to pay the Annual Product Maintenance and Support Fee in accordance with the attached quotation, Questica shall provide the Maintenance and Technical Support services (the "Services") for the software as outlined in Appendix A, if the Licensee is not otherwise in breach of the provisions of this Agreement.

8. CONFIDENTIAL INFORMATION. Each of the Parties shall use reasonable efforts (and, in any event, efforts that are no less than those used to protect its own confidential information) to protect from disclosure the confidential information only to its employees or agents who require access to it for the purpose of this Agreement or as otherwise provided in this Agreement. This Section shall survive the termination of the Agreement. For the purposes of this Section, "confidential information" means all data information which when it is disclosed by a Party is designated as confidential and shall include the Work and any other proprietary and trade secrets of Questica to which access is obtained or granted hereunder to Licensee; provided, however that confidential information shall not include any data or information which (a) is or becomes publicly available through no fault of the other Party, (b) is already in the possession of the Party prior to its receipt from the other Party, (c) is independently developed by the other Party, (d) is rightfully obtained by the other Party from a third party, (e) is disclosed with the written consent of the Party whose information it is, or (f) is disclosed pursuant to court order, or other legal compulsion.

9. NONDISCLOSURE OF AGREEMENT. Neither Party shall disclose the terms of this Agreement except as required by law or governmental regulation, without the other party's prior written consent, except that either Party may disclose the terms of this Agreement on a confidential basis to accountants, attorneys, and financial advisors and lenders.

10. TERMINATION. This Agreement is effective as of the Effective Date and shall continue unless and until this Agreement is terminated. Licensee may terminate this Agreement if Questica is declared insolvent, has assigned this Agreement in violation of the terms and conditions herein, or has made an assignment for the benefit of creditors.

After a one year period from the Effective Date, the Licensee may terminate this Agreement at any time for any reason, or no reason, providing their financial obligations to Questica as detailed in the attached Quotation 28-February-2017r0 have been satisfied and paid in full. If the Agreement is terminated in this manner, no refund will be provided for any maintenance or support services paid in advance.

In the event that Licensee shall be in breach of any provisions of the Dispute Resolution / Arbitration Section outlined in this Agreement, Questica may provide notice of such breach to Licensee, who shall have thirty (30) days from the date of such notice to cure or rectify the said breach. Should Licensee fail to cure or rectify the said breach in the said thirty (30) days, Questica may terminate this Agreement. Such termination by Questica shall be in addition to and without prejudice to such rights and remedies as may be available to Questica including injunction and other equitable remedies.

The provisions of Sections 1-3, 8, 9, and 11 herein shall survive the termination of this Agreement.

11. DISENTANGLEMENT. In the event that Licensee has entered into or enters into agreements with other Contractors or government institutions for additional work related to the Capital or Operating Budgeting process, Questica agrees to cooperate with such other parties. Questica shall not commit any act which will unnecessarily interfere with the work performed by any such third parties.

In the event of termination of this Agreement, Questica agrees that it shall provide reasonable assistance to, and shall not hinder a complete transition of the software functionality being terminated from Questica and its subcontractors to the Licensee, or to any



replacement provider designated by the Licensee, without any interruption of or adverse impact on the services provided hereunder or any other services provided by third parties. Any additional services requested by Licensee during the disentanglement period shall be provided by Questica at Questica's standard rates.

12. NOTICE. Any notice or other communication required or permitted to be given hereunder or for the purposes hereof to any party shall be in writing and shall be sufficiently given if delivered personally to such party, or if sent by prepaid registered mail or if transmitted by facsimile transmissions to such Parties as detailed in the attached Quotation or at such other address or facsimile number as the Party to whom such notice is to be given shall have last notified (in the manner provided herein) the Party giving such notice. Any notice delivered to the Party to whom it is addressed as provided herein shall be deemed to have been given and received on the day it is delivered at such address, provided that if such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice mailed to a Party shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing provided that no postal strike is then in effect or comes into effect within four (4) Business Days after such mailing. Any notice transmitted by facsimile shall be deemed given and received on the day of its transmission if such day is a Business Day and if not, then on the next day that is a Business Day.

13. FORCE MAJEURE. Except as expressly provided otherwise in this agreement, dates and times by which any Party is required to render performance under this agreement or any schedule hereto shall be postponed automatically to the extent and for the period that such Party is prevented from meeting them by reason of any cause beyond its reasonable control (other than lack of funds), provided that the Party prevented from rendering performance notifies the other Party immediately and in detail of the commencement and nature of such cause and the probable consequences thereof, and provided further that such Party uses its reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

14. SOFTWARE ESCROW. Questica will deposit in escrow the Software source code for the most recent version of the Software. The Escrow Agent will be authorized to release the escrowed source code to the Licensee should Questica become insolvent or cease to carry on business and the business of Questica is not continued by a Receiver or Trustee or Assignee.

15. MEDIA RELEASES. Neither party shall use the name, trademark or logo of the other party without the prior written consent of the other party. Notwithstanding the foregoing, Questica may use the Licensee's name and identify the Licensee as a Questica client in advertising, marketing materials, press releases and similar materials.

16. USE OF SUBCONTRACTORS. Questica warrants that all persons assigned by it to the performance of this Agreement shall be employees or authorized subcontractors of Questica and shall be fully qualified to work under this Agreement. Questica shall ensure that an adequate number of appropriately qualified personnel are employed and available to satisfy its obligations as outlined in this Agreement.

17. EXPORT CONTROL. The Software is intended for distribution only in the United States and Canada. Licensee agrees that it will not directly or indirectly, export or re-export the Software (or portions thereof) to any country, person, entity or end user subject to U.S. or Canadian export restrictions.

18. MISCELLANEOUS. This Agreement, including all Schedules and Exhibits attached hereto, is the entire agreement between Licensee and Questica pertaining to Licensee's right to use the Work and supersedes all prior or collateral oral or written representations or agreement related thereto. This Agreement shall be governed by the law of the province of Ontario, Canada. Except as otherwise provided herein, no term or provisions hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

19. COOPERATIVE STATEMENT. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion, provided Questica also agrees to do so.

20. HEADINGS; SEVERABILITY. The headings and other captions in this Agreement are for convenience and reference only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement. In the event that any provision hereof is found invalid or enforceable pursuant to judicial decree or decision, any such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of this Agreement shall remain valid and enforceable according to its terms.



APPENDIX A – Maintenance and Technical Support Services

(A) **Product Maintenance.** On an as-available basis, Questica will provide enhancements, modifications or upgrades to the Software as Questica may from time to time make available to its Licensees generally (“Updates”) but excluding any New Product (a “New Product” being a solution which, in Questica’s determination and subject to general industry standards, does not replace the Software licensed hereunder.) Updates do not include:

- I. Platform extensions including product extensions to (i) different hardware platforms; (ii) different windowing system platforms; (iii) different operating system platforms
- II. New applications
- III. Services associated with the application or installation of Updates

Installation of Updates is the responsibility of the Licensee. If requested, Questica will provide assistance in the installation of Updates at its then current rates, including the testing of any site specific customizations. Questica will provide a quote for any required rework associated with customizations resulting from the upgrade.

(B) **Technical Support Services.** Comprehensive Phone and e-mail based Technical Support of a reasonable nature. A technical support incident or problem is a single user defined problem seeking resolution. It must be related to the original intent and design of the software. Support Services include the support of Questica supplied integrations that have not been modified by the Licensee. Each support incident is deemed closed when a remedy, workaround, or recommendation for the installation of a current maintenance release has been offered, and a commercially reasonable effort has been made to restore operation to the original intent and design of the software. Technical Support does not include:

- I. Custom Programming Services.
- II. On-site support.
- III. Software Installation or re-installation.
- IV. Update Installation, or data and report updates required to support Updates.
- V. Licensee developed interfaces, API interactions, or customizations.
- VI. Licensee developed reports.
- VII. End-User Training or Re-Training.
- VIII. Licensee Hardware Issues.
- IX. Correction of data issues derived from user error or product misuse.
- X. Changes to Questica developed custom reports or product customizations (including Questica supplied custom business rules or customized user screens) that are outside the scope of the accepted specification, scope of work, or authorized change requests.
- XI. Corrections to Questica developed custom reports or customizations beyond six months from the date of delivery. (the upgrade protection period)
- XII. Changes to integration functionality made necessary due to licensee server modifications/replacement, or changes by upgrades or changes to the integrated financial system software or hardware.

Questica may at its sole discretion, periodically make reasonable modifications or changes to the Technical Support Services and/or Product Maintenance Services provided.

Licensee is responsible for all hardware, operating systems, network setup, network maintenance and setup, SSRS maintenance, SQL-Server database maintenance, IIS maintenance and setup, backup strategy, disaster recovery strategy and the use of any file access control systems required in the support of the Software. Licensee may be required to grant Questica certain limited access rights to Licensee’s computer systems in order to render support.

Licensee is responsible for ensuring that its personnel have sufficient training to attain and maintain competence in the operation of the Software.

Technical Support is available through Questica’s normal business hours, Monday through Friday, 8:00am through 8:00pm, Eastern Standard Time. Extended coverage is available for an additional fee. Questica will provide an initial response to all properly submitted support requests within two (2) business hours of initial submission.

END OF LICENSE AND SERVICE AGREEMENT DOCUMENT



28-February-2017r0 9 of 9

Turning Objectives into Outcomes

**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor:

Hon. Erik Larson

**The Members of
Your Committee On:**

Finance Committee and the Parks Director

In Reference To:

**Acceptance of the Grays Harbor Community Foundation
Grant**

Reports and recommendations as follows:

The City of Aberdeen, Parks & Recreation Department applied for, and received a grant in the amount of \$25,000 from the Grays Harbor Community Foundation. The grant will be used for the remodel of Peterson Playfield this spring and summer. Remodel expenses are estimated at \$80,000, which include: new picnic shelter, new walkways, new lighting, expansion of playground area, new picnic tables and benches, and additional play equipment. The remainder of the expenses will be paid for through additional fundraising and grants.

Reports and recommend as follows:

That the City Council accept the grant from the Grays Harbor Community Foundation in the amount of \$25,000.00 and authorize the Mayor to sign the agreement, with GH Community Foundation.


Stacie Barnum, Parks Director

Jeff Cook, Chair

Jim Cook, Vice Chair

Reported: March 8, 2017

Alice Phelps

Adopted:

Karen Rowe



Grays Harbor Community Foundation

P.O. Box 615, 705 J Street, Hoquiam WA 98550 | Phone: (360) 532-1600 | E-mail: info@gh-cf.org

Board Of Directors

OFFICERS

Jon Parker
Chair
Dr. Dave Westby
Vice Chair
Wes Peterson
Secretary
Mike Stoney
Treasurer

February 24, 2017

City of Aberdeen, Parks Department
ATTN: Stacie Barnum
200 E Market
Aberdeen, WA 98520

ELECTED MEMBERS

Dr. Donald Arima
David Burnett
George Donovan
Jane Goldberg
Lynn Kessler
Michelle Morrison
Barbara Bennett Parsons
Stan Pinnick
Robert Preble
Tom Quigg
Randy Rust
Kathryn Skolrood
Bill Stewart
Richard Vroman
John Warring
Maryann Welch

Dear Stacie:

On behalf of the Grays Harbor Community Foundation, I am pleased to inform you that the Foundation has approved a grant in the amount of **\$25,000** to The City of Aberdeen for the Peterson Playfield Remodel.

Enclosed please find a copy of our Grant Award Agreement Form. Have an authorized individual of your organization sign in the space provided at the end of this letter and return the original copy of this agreement letter to the Foundation. Upon our receipt of the signed Grant Award Agreement, we will issue your check. We will also require that you submit a progress report of your project by September 1st, 2017 and may request a site visit.

EMERITUS MEMBERS

Bob Aiken (deceased)
Isabelle Lamb
Frank Lamer (deceased)
Todd Lindley
Richard A. Warren (deceased)

The board and staff of the Foundation want to thank your organization for the work it does to improve the lives of our community. If you have any questions about your grant, please feel free to contact the Grays Harbor Community Foundation staff at 360-532-1600. Congratulations and good luck with your work in the coming year.

Staff

Eric Potts
Executive Director
Jessica Hoover
Program Director
Karen Karnath
Office Manager
Jim G. George
Finance Officer

Sincerely,

Eric Potts
Executive Director



Grays Harbor Community Foundation

P.O. Box 615, 705 J Street, Hoquiam WA 98550 | Phone: (360) 532-1600 | E-mail: info@gh-cf.org

February 24, 2017

City of Aberdeen, Parks Department
Peterson Playfield Remodel

Grant Award Agreement

City of Aberdeen, Parks Department agrees to submit a progress report to the Grays Harbor Community Foundation through our on-line through e-Grant system by September 1, 2017. Progress reports are required in order to receive future funding from the Foundation.

The Grays Harbor Community Foundation reserves the right to recoup funds that were not used in accordance with your grant purpose.

If you would like to announce or acknowledge this grant publicly, please indicate that support was provided by Grays Harbor Community Foundation.

We will plan a site visit to view the progress of your grant within the next 6 months.

IN WITNESS WHEREOF, this grant Agreement is signed

On _____ for _____
Date Organization

By _____
Signature Print Name Title

**CITY OF ABERDEEN
LEGISLATIVE DEPARTMENT**

Mr. Mayor: Hon. Erik Larson

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

In Reference To: **Acceptance of the Grays Harbor Community Foundation
Grant**

Reports and recommendations as follows:

The City of Aberdeen, Parks & Recreation Department applied for, and received a grant in the amount of \$25,000 from the Grays Harbor Community Foundation. The grant will be used for the remodel of Peterson Playfield this spring and summer. Remodel expenses are estimated at \$80,000, which include: new picnic shelter, new walkways, new lighting, expansion of playground area, new picnic tables and benches, and additional play equipment. The remainder of the expenses will be paid for through additional fundraising and grants.

Reports and recommend as follows:

That the City Council accept the grant from the Grays Harbor Community Foundation in the amount of \$25,000.00 and authorize the Mayor to sign the agreement, with GH Community Foundation.


Stacie Barnum, Parks Director

Jeff Cook, Chair

Jim Cook, Vice Chair

Reported: March 8, 2017

Alice Phelps

Adopted:

Karen Rowe



Grays Harbor Community Foundation

P.O. Box 615, 705 J Street, Hoquiam WA 98550 | Phone: (360) 532-1600 | E-mail: info@gh-cf.org

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Program Director
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Office Manager
Jim G. George
Finance Officer

February 24, 2017

City of Aberdeen, Parks Department
ATTN: Stacie Barnum
200 E Market
Aberdeen, WA 98520

Dear Stacie:

On behalf of the Grays Harbor Community Foundation, I am pleased to inform you that the Foundation has approved a grant in the amount of **\$25,000** to The City of Aberdeen for the Peterson Playfield Remodel.

Enclosed please find a copy of our Grant Award Agreement Form. Have an authorized individual of your organization sign in the space provided at the end of this letter and return the **original copy** of this agreement letter to the Foundation. Upon our receipt of the signed Grant Award Agreement, we will issue your check. We will also require that you submit a progress report of your project by September 1st, 2017 and may request a site visit.

The board and staff of the Foundation want to thank your organization for the work it does to improve the lives of our community. If you have any questions about your grant, please feel free to contact the Grays Harbor Community Foundation staff at 360-532-1600. Congratulations and good luck with your work in the coming year.

Sincerely,

Eric Potts
Executive Director



Grays Harbor Community Foundation

P.O. Box 615, 705 J Street, Hoquiam WA 98550 | Phone: (360) 532-1600 | E-mail: info@gh-cf.org

February 24, 2017

City of Aberdeen, Parks Department
Peterson Playfield Remodel

Grant Award Agreement

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The Grays Harbor Community Foundation reserves the right to recoup funds that were not used in accordance with your grant purpose.

If you would like to announce or acknowledge this grant publicly, please indicate that support was provided by Grays Harbor Community Foundation.

We will plan a site visit to view the progress of your grant within the next 6 months.

IN WITNESS WHEREOF, this grant Agreement is signed

On _____ for _____
Date Organization

By _____
Signature Print Name Title

**CITY OF ABERDEEN
COMMITTEE REPORT**

Mr. Mayor:

Hon. Erik Larson

**The Members of
Your Committee On:**

Finance Committee and Parks Director

In Reference To:

Bishop Athletic Complex Permanent Fencing 2017-2

Background:

The Aberdeen Parks Department is requesting that the attached Small Works Contract be approved to install permanent out of play and outfield fencing on Bishop Fields A & B. The low quote of \$15,239.31 is from RC Fence Construction, Inc. We had seven other companies offer quotes and they ranged from \$17,810.06 to \$38,113.52.

This fence project at Bishop Athletic Complex Fields A & B will be paid for out of Fund 132.

Reports and recommend as follows:

That Council authorizes the City to enter into a Small Works contract with RC Fence Construction, Inc to install 492' of 4' fence on the out of play lines and 785' of 5' fence on the outfield fence line. Two 4' x 10' slide gates are to be installed.



Stacie Barnum, Parks and Recreation Director

Jeff Cook, Chair

James Cook, Vice Chair

Reported: March 8, 2017

Alice Phelps

Adopted:

Karen Rowe

CONTRACT

THIS AGREEMENT, made and entered into this day of March, 2017, by and between the City of Aberdeen, Washington, a municipal corporation, hereinafter called the Owner, and RC Fence Construction, Inc. whose address is PO Box 1270; Ocean Shores, WA 98569, County of Grays Harbor State of Washington, hereinafter called the Contractor.

WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor shall do all work and furnish all tools, materials, and equipment for **Parks Department Project No. 2017-2 Bishop Complex Fencing Project**, in accordance with and as described in the attached plans and specifications, and the standard specifications of the Washington State Department of Transportation as amended by the American Public Works Association which are by this reference incorporated herein and made part hereof and, shall perform any changes in the work in accordance with the Contract Documents.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in these Contract Documents except those items mentioned therein to be furnished by the City of Aberdeen. The Contractor shall pay prevailing wages and the Director of the Department of Labor and Industries shall arbitrate all disputes of the prevailing rate of wage.

The Contractor hereby agrees to commence work under this project within 15 calendar days of the date specified in a written "Notice to Proceed" of the Owner and to fully complete the project by **March 31, 2017**.

If said work is not completed within the time specified, the Contractor agrees to pay the owner the sum as determined per Standard Specifications, Section 1-08.9 for each working day said work remains uncompleted after expiration of the specified time, as liquidated damages.

- II. The City of Aberdeen hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same in accordance with the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices at the time and in the manner and upon the conditions provided for in this contract.
- III. The City of Aberdeen agrees to pay the Contractor in cash warrants issued on the account of **Parks Department Project No. 2017-2 Pioneer Park Fencing Project**, and such other funds as the City Council may authorize. Such payments shall be for the performance of the contract, subject to additions and deductions, as provided for in the contract documents and to make payments on account thereof as provided in the documents.

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mayor: Erik Larson

**The Members of Your
Committee on:** Public Works and the Public Works Director

To whom was Referred: Purchase of 23.85 acres adjacent to Charlie Creek

Reports and Recommends as Follows: The Corporation Council has recommended that the Purchase & Sale Agreement with Gary Massoth for 23.85 acres adjacent to Charlie Creek be declared void and the transaction terminated due to mutual mistake of material facts. At the time the agreement was negotiated, both the owner and the city believed that the assessed value of the 20 acre parcel was \$810 and the assessed value of the 3.85 acre parcel was \$7,700. The parties expected that an excise tax of \$91.80 would be paid by seller on a purchase price of \$6,000. After the title report was received, both parties learned that the true assessed value of the 20 acre parcel, after it was removed from forest land classification, would be \$60,000 and that seller would owe a compensating tax of \$7,700 in addition to the anticipated excise tax. The mutual mistake makes the contract voidable by either party under Washington law. The seller has requested that the contract be cancelled and the request should be honored.

It is recommended that purchase and sale agreement with Gary Massoth, approved by the city council on February 8, 2017, be voided and the transaction terminated.

Rick Sangder
Public Works Director

Council member

Council member

Reported March 8, 2017

Council member

Adopted _____, 2017

Council member

RESOLUTION No. 2017 - _____

A RESOLUTION ADOPTING A FEE SCHEDULE FOR SEPA REVIEWS UNDER CHAPTER 14.32 AMC, CRITICAL AREA REVIEWS UNDER CHAPTER 14.100 AMC, SHORT PLATS AND BOUNDARY LINE ADJUSTMENTS UNDER CHAPTER 16.08 AMC, MOBILE HOME PARKS UNDER CHAPTER 16.16 AMC, SHORELINE MANAGEMENT PERMITS UNDER CHAPTER 16.20 AMC, AND APPLICATIONS, NOTICES, PLAN REVIEWS, PERMITS, ADMINISTRATIVE ACTIONS, AND APPEALS AUTHORIZED UNDER TITLE 17 AMC.

WHEREAS, the Aberdeen Municipal Code provides that the city council shall adopt by resolution any fees to be required for applications, notices, plan reviews, permits, administrative actions, and appeals required by the city's planning and development codes; **NOW, THEREFORE,**

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN: that the attached fee schedule is adopted effective March 8, 2017.

PASSED and APPROVED on _____, 2017.

Erik Larson, Mayor

ATTESTED:

Mike Folkers, Finance Director

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

Page 1 of 4

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. ~~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 ~~p~~Prepares documentation for monthly accounts receivable invoice to electrical contractors.

~~May c~~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 accessing 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.

Human Resources

Reported: February 16, 2017

Adopted: _____, 2017

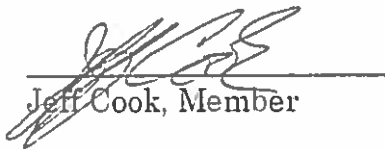
PERSONNEL COMMITTEE



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 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.

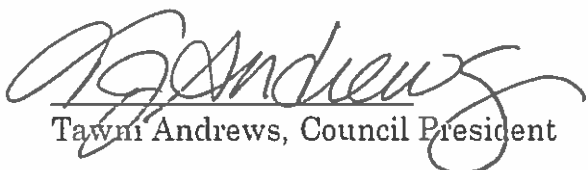
PERSONNEL COMMITTEE

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