



## ABERDEEN CITY COUNCIL

March 22, 2017

### COUNCIL MEETING AGENDA

7:15 PM – 3<sup>rd</sup> 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 a bid to replace network cabling.
  - 2. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor and Finance Director to sign the Trevor & Lorena contract and remit the required payment at the appropriate time.
  - 3. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor and Finance Director to sign the Son of Reptile Man contract and remit the required payment at the appropriate time.
  - 4. Report from Finance and the Parks Director recommending that the City Council authorize the Mayor and Finance Director to sign the Leapin' Louie Lechtenstein contract and remit the required payment at the appropriate time.
- E. Ordinances

#### VII. PUBLIC WORKS

- A. Committee Chair Report

B. Public Hearings

1. This is the date set for public hearing to consider vacating the 60 foot street right-of-way between Lot 12, Block 19, First Addition to South Aberdeen and Lot 1, Block 9, Plat of South Aberdeen, Section 10, Township 17N, Range 9W.WM.

C. Reports & Communication

D. Ordinances

E. Resolutions

1. A Resolution Adopting Water Account Management Fees.

**VIII. PUBLIC SAFETY**

A. Committee Chair Report

B. Reports & Communications

**IX. SPECIAL AGENDA ITEMS**

A. Reports & Communication

1. Report from the Mayor recommending the City enter into an agreement with HR Answers for the recruitment of a Human Resource Director.

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.

**March 8, 2017**

The City Council met this date in regular session with Mayor Larson in the Chair.

Roll Call: Alstrom, Andrews, James Cook, Jeff Cook, Lawrence, Phelps, Prieto, Richrod, Rowe, Schave, Shortt & Shaw.

Special agenda items A2- A6 removed from agenda.

Motion by Andrews, Prieto to correct the minutes of the previous meeting by striking "Dan (sp) Sears" from the Historic Preservation Commission appointments and by adding "over a five year period" to the expense required for the Police Department's purchase agreement for Tasers. Carried.

Motion by Jeff Cook, James Cook recommending approval and payment of accounts payable in the total amount of \$264,440.74, and payroll in the total amount of \$1,448,204.27, check numbers 55973 - 55822. Roll Call: all yeas. Carried.

Report from Finance and the Finance Director recommending approval of a contract with Questica for a budget module. Motion to adopt. Jeff Cook, James Cook. Carried.

Report from Finance and the Parks Director recommending acceptance of a \$25,000 grant from the Grays Harbor Community Foundation. Motion to adopt. Jeff Cook, James Cook. Carried.

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. Motion to adopt. Jeff Cook, James Cook. Carried.

Report from Public Works and the Public Works Director recommending the termination of an agreement to purchase 23.85 acres of real property adjacent to Charlie Creek. Motion to adopt. Richrod, Prieto. Carried.

Resolution 2017-03 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. Motion to adopt. Richrod, Prieto. Carried.

There being no further business meeting adjourned.

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CITY CLERK

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MAYOR

**CITY OF ABERDEEN  
COMMITTEE REPORT**

**Mayor:** Erik Larson

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

**In Reference To:** Acceptance of bid for network cabling

***Background:***

The City of Aberdeen requested bids to recable certain city buildings with Cat5e network cabling. We received five bids. The low bidder was INSI from Tacoma in the amount of \$50,804.95. The city also requested three alternatives bids. They were (#1) an upgrade in the network cable to Cat 6 and (#2) additional drops for VOIP phones to run exclusive of computers if Cat5e is used and (#3) additional drops for VOIP phones to run exclusive of computers if Cat6 is used.

The bid for the Cat 6 alternative was an additional \$3,965.05 while the bid for Cat5e additional drops was \$10,150.00 the bid for the Cat6 drops was an additional \$11,902. Staff has reviewed the bids and would like to recommend both alternatives #1 and #3 for a total contract price of \$66,672.

There are funds available from the money the City borrowed to fund this project earlier in the year. The network cabling will be an excellent investment for the city and will satisfy our IT and phone needs long into the future.

***Reports and recommend as follows:***

That the City Council accept the bid from INSI in the amount of \$66,672 and authorize the Mayor to sign all necessary contracts.

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

\_\_\_\_\_  
Jeff Cook, Chairman

Reported: March 22, 2017

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

Adopted:

\_\_\_\_\_  
Alice Phelps

\_\_\_\_\_  
Karen Rowe

**City of Aberdeen  
Network Cabling Bid**

Tuesday, March 14, 2017  
4:00 PM

Bidder	Bid Amount	Alternate #1	Alternate #2	Alternate #3
INSI	\$50,804.95	\$3,965.05	\$10,150.00	\$11,902.00
CTS	\$59,639.18	\$5,882.22	\$12,243.73	\$21,132.42
SK Electric	\$78,429.00	\$9,804.30	\$40,501.00	\$30,775.63
VECA	\$81,229.00	\$7,468.34	\$13,959.49	\$18,928.78
Global Telecom	\$89,395.22	\$5,446.50	\$44,606.83	\$49,606.83

THE ALLOTTED BID FOR ABERDEEN NETWORK CABLING IS PUT FORTH AS FOLLOWS:

BASE BID \$ 46,640.00

TAX (8.93%) \$4,164.95

TOTAL \$ 50,804.95  
Please double check your calculations.

**PRINCIPAL PLACE OF BUSINESS**

4922 N. Pearl Tacoma, WA 98407  
\_\_\_\_\_

(NOTE: If the Bidder is a corporation, the bid must be executed by its duly authorized officials.)

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

**BIDDER INFORMATION**

Please Print or Type

BUSINESS NAME: INSI

CONTACT NAME: Michael Schnabel

MAILING ADDRESS: 4922 N. Pearl Tacoma, WA 98407

EMAIL ADDRESS: mikes@insicabling.com

PHONE NO.: 253-761-0418

FAX NO.: 253-879-0186

CELL NO.: 253-381-1889

INTRANS994JL

CONTRACTOR'S REGISTRATION NUMBER

[Please note: Bid results will be emailed to all bidders.]

THE ALTERNATE BID FOR ABERDEEN NETWORK CABLING IS PUT FORTH AS FOLLOWS:

BID ALTERNATIVE NO. 1 (Including Tax) \$ 54,770.00

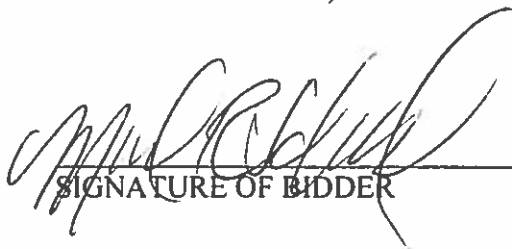
BID ALTERNATIVE NO. 2 (Including Tax) \$ 10,150.00

BID ALTERNATIVE NO. 3 (Including Tax) \$ 11,902.00  
Please double check your calculations.

**PRINCIPAL PLACE OF BUSINESS**

4922 N. Pearl Tacoma, WA 98407  
\_\_\_\_\_

(NOTE: If the Bidder is a corporation, the bid must be executed by its duly authorized officials.)

  
\_\_\_\_\_  
SIGNATURE OF BIDDER

**BIDDER INFORMATION**

Please Print or Type

BUSINESS NAME: INSI

CONTACT NAME: Michael Schnabel

MAILING ADDRESS: 4922 N. Pearl Tacoma, WA 98407

EMAIL ADDRESS: mikes@insicabbling.com

PHONE NO.: 253-761-0418

FAX NO.: 253-879-0186

CELL NO.: 253-381-1889

INTRANS994JL  
CONTRACTOR'S REGISTRATION NUMBER

[Please note: Bid results will be emailed to all bidders.]

**CITY OF ABERDEEN  
COMMITTEE REPORT**

**Mr. Mayor:** Hon. Erik Larson  
**The Members of  
Your Committee On:** Finance Committee and the Parks Director  
**In Reference To:** 2017 Splash

***Background:***

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


The Aberdeen Parks Department is requesting that the attached contract be approved Trevor & Lorena Watters to provide a family show at Morrison Riverfront Park on July 4<sup>th</sup> at 3:30 p.m. The contract amount is \$725.

A signed agreement is due ASAP. The \$725 fee is due on the day of the event.

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

***Reports and recommend as follows:***

That the City Council authorizes the Mayor and Finance Director to sign the Trevor & Lorena Watters contract and remit the required payment at the appropriate time.

  
Stacie Barnum, Parks & Recreation

\_\_\_\_\_  
Jeff Cook, Chair

\_\_\_\_\_  
James Cook, Vice Chair

Reported: March 22, 2017

\_\_\_\_\_  
Alice Phelps

Adopted:

\_\_\_\_\_  
Karen Rowe





# Engagement Agreement

P.O. Box 686 • Edmonds, Washington 98020 • (425) 774-4098 • info@leapfrog-entertainment.com

1. Agreement made this 3rd day of March, 2017  
between **Trevor & Lorena Watters, Trevor Watters**  
*(Leader or Spokesperson/ Name of Unit/ herein referred to as Artist(s)*  
and **City of Aberdeen Parks & Recreation, Attn: Doug Farmer**  
*(Name of Establishment, Purchaser)*
  
2. Date(s); Starting and Finishing Times of Engagement:  
Date: **7/4/2017** Time: **3:30pm**
  
3. Location of Engagement: **Morrison Park - Aberdeen, WA**  
Contact person: **Doug Farmer** Venue phone number: **(360) 537-3248**
  
4. Job Description: **One (1) forty-five minute performance.**
  
5. Contract Price: **\$725.00**
  
6. Purchaser will make payment as follows:  
**\$725.00 payable to Trevor Watters on 7/4/17.** Tax ID number: **736-114-075**
  
7. **Artist(s)-Independent Contractor:**  
(a) Artist executes this Agreement as an independent contractor and shall at all times have complete supervision, direction and control over the services of the personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. (b) Artist executes this agreement as an independent contractor, not as an employee of the purchaser. Responsibility for the appropriate payments of payroll taxes and charges under applicable federal and local law will be assumed by Artist.
  
8. **Special Provisions: Purchaser to provide a sound system. Artist to provide own microphone and music.**  
  
(a) The recording, reproduction, or transmission of performance is prohibited absent written consent of Artist. (b) The court and authorities of the State of Washington and the Federal District Court of the State of Washington shall have jurisdiction over all controversies which may arise with respect to the enforcement of all rights under this agreement, including those of agent, the parties hereby expressly waiving any other venue to which they might be entitled by virtue of domicile or otherwise. Purchaser and Artist hereby agree and consent to be subject to the jurisdiction of such courts and any order that may be issued by such courts in reference to this Engagement Agreement. The parties understand and agree that this provision is a material provision of this Agreement, that is a part of the consideration involved in entering into this agreement, and that Artist and Purchaser would not have entered into this agreement except for inclusion of this provision herein.
  
9. **Agent Provision:**  
(a) Artist and Purchaser acknowledge that this contract is between Artist and Purchaser and that agent shall not be liable for default of Purchaser or the default or non-performance of Artist. (b) Unless otherwise specified, engagement price includes 15.0% agents commission, and shall be held in trust as a fiduciary by Artist for delivery to agent. Artist agrees commissions are due and owing the above agency's address at the end of each week, and if not paid to the agency within 7 days of due date 1) they shall be considered delinquent and bear 1.5 % interest per month computed as of the due date, and 2) at the written request of agent, present purchaser is authorized to withhold from Artist any commission and interest due LeapFrog Entertainment. If litigation is necessary for collection, attorney's fees shall be paid by debtor unless prohibited by applicable state and local law. (c) In the event Artist(s) is rebooked into this or any establishment represented by the purchaser within thirteen months from the termination of this agreement, Artist and purchaser agree to be jointly and severally liable for payment to agent for the commission at the rate as provided under this
  
10. Commencement of engagement together with physical delivery of this contract is deemed to be a verification of an oral agreement and acceptance of all terms by all parties.

**City of Aberdeen Parks & Recreation**  
*Purchaser's Name*

*Signature of Purchaser*  
**200 East Market St.**  
*Address*  
**Aberdeen, WA 98520**  
*City, State, Zip*  
**(360) 537-3248**  
*Telephone*

**Trevor & Lorena Watters**  
*Artist's Name*

*Signature of Leader*  
**P.O. Box 686**  
*Address*  
**Edmonds, WA 98020**  
*City, State, Zip*  
**(425) 774-4098**  
*Telephone*                      *Agent: RS*

**CITY OF ABERDEEN  
COMMITTEE REPORT**

**Mr. Mayor:** Hon. Erik Larson

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

**In Reference To:** 2017 Splash

***Background:***

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

The Aberdeen Parks Department is requesting that the attached contract be approved with Son of ReptileMan to provide a family show at Morrison Riverfront Park on July 4<sup>th</sup> at 12:30 p.m. The contract amount is \$675.

A signed agreement is due ASAP. The \$675 fee is due on the day of the event.

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

***Reports and recommend as follows:***

That the City Council authorizes the Mayor and Finance Director to sign the Son of ReptileMan contract and remit the required payment at the appropriate time.

  
\_\_\_\_\_  
Stacie Barnum, Parks & Recreation

\_\_\_\_\_  
Jeff Cook, Chair

\_\_\_\_\_  
James Cook, Vice Chair

Reported: March 22, 2017

\_\_\_\_\_  
Alice Phelps

Adopted:

\_\_\_\_\_  
Karen Rowe



# Engagement Agreement

P.O. Box 686 • Edmonds, Washington 98020 • (425) 774-4098 • info@leapfrog-entertainment.com

1. Agreement made this 3rd day of March, 2017  
between **Son of ReptileMan, Isaac Petersen**  
*(Leader or Spokesperson/ Name of Unit/ herein referred to as Artist(s)*  
and **City of Aberdeen Parks & Recreation, Attn: Doug Farmer**  
*(Name of Establishment, Purchaser)*
  
2. Date(s); Starting and Finishing Times of Engagement:  
Date: **7/4/2017** Time: **12:30pm**
  
3. Location of Engagement: **Morrison Park - Aberdeen, WA**  
Contact person: **Doug Farmer** Venue phone number: **(360) 537-3248**
  
4. Job Description: **One (1) forty-five minute performance.**
  
5. Contract Price: **\$675.00**
  
6. Purchaser will make payment as follows:  
**\$675.00 payable to Isaac Petersen on 7/4/17.** Tax ID number: **539-21-7269**
  
7. Artist(s)-Independent Contractor:  
(a) Artist executes this Agreement as an independent contractor and shall at all times have complete supervision, direction and control over the services of the personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. (b) Artist executes this agreement as an independent contractor, not as an employee of the purchaser. Responsibility for the appropriate payments of payroll taxes and charges under applicable federal and local law will be assumed by Artist.
  
8. Special Provisions: **Purchaser to provide a sound system. Artist to provide own microphone and music.**  
  
(a) The recording, reproduction, or transmission of performance is prohibited absent written consent of Artist. (b) The court and authorities of the State of Washington and the Federal District Court of the State of Washington shall have jurisdiction over all controversies which may arise with respect to the enforcement of all rights under this agreement, including those of agent, the parties hereby expressly waiving any other venue to which they might be entitled by virtue of domicile or otherwise. Purchaser and Artist hereby agree and consent to be subject to the jurisdiction of such courts and any order that may be issued by such courts in reference to this Engagement Agreement. The parties understand and agree that this provision is a material provision of this Agreement, that is a part of the consideration involved in entering into this agreement, and that Artist and Purchaser would not have entered into this agreement except for inclusion of this provision herein.
  
9. Agent Provision:  
(a) Artist and Purchaser acknowledge that this contract is between Artist and Purchaser and that agent shall not be liable for default of Purchaser or the default or non-performance of Artist. (b) Unless otherwise specified, engagement price includes 20.0% agents commission, and shall be held in trust as a fiduciary by Artist for delivery to agent. Artist agrees commissions are due and owing the above agency's address at the end of each week, and if not paid to the agency within 7 days of due date 1) they shall be considered delinquent and bear 1.5 % interest per month computed as of the due date, and 2) at the written request of agent, present purchaser is authorized to withhold from Artist any commission and interest due LeapFrog Entertainment. If litigation is necessary for collection, attorney's fees shall be paid by debtor unless prohibited by applicable state and local law. (c) In the event Artist(s) is rebooked into this or any establishment represented by the purchaser within thirteen months from the termination of this agreement, Artist and purchaser agree to be jointly and severally liable for payment to agent for the commission at the rate as provided under this
  
10. Commencement of engagement together with physical delivery of this contract is deemed to be a verification of an oral agreement and acceptance of all terms by all parties.

**City of Aberdeen Parks & Recreation**  
*Purchaser's Name*

*Signature of Purchaser*  
**200 East Market St.**  
*Address*  
**Aberdeen, WA 98520**  
*City, State, Zip*  
**(360) 537-3248**  
*Telephone*

**Son of ReptileMan**  
*Artist's Name*

*Signature of Leader*  
**P.O. Box 686**  
*Address*  
**Edmonds, WA 98020**  
*City, State, Zip*  
**(425) 774-4098**  
*Telephone*                      *Agent: RS*

**CITY OF ABERDEEN  
COMMITTEE REPORT**

**Mr. Mayor:** Hon. Erik Larson

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

**In Reference To:** 2017 Splash

***Background:***

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

The Aberdeen Parks Department is requesting that the attached contract be approved with Leapin' Louie Lichtenstein to provide a family show at Morrison Riverfront Park on July 4<sup>th</sup> at 2:00 p.m. The contract amount is \$700.

A signed agreement is due ASAP. The \$700 fee is due on the day of the event.

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

***Reports and recommend as follows:***

That the City Council authorizes the Mayor and Finance Director to sign the Leapin' Louie Lechtenstein contract and remit the required payment at the appropriate time.

  
\_\_\_\_\_  
Stacie Barnum, Parks & Recreation

\_\_\_\_\_  
Jeff Cook, Chair

\_\_\_\_\_  
James Cook, Vice Chair

Reported: March 22, 2017

\_\_\_\_\_  
Alice Phelps

Adopted:

\_\_\_\_\_  
Karen Rowe



# Engagement Agreement

P.O. Box 686 • Edmonds, Washington 98020 • (425) 774-4098 • info@leapfrog-entertainment.com

1. Agreement made this 3rd day of March, 2017  
between **Leapin' Louie Lichtenstein, David Lichtenstein**  
*(Leader or Spokesperson/ Name of Unit/ herein referred to as Artist(s)*  
and **City of Aberdeen Parks & Recreation, Attn: Doug Farmer**  
*(Name of Establishment, Purchaser)*
  
2. Date(s); Starting and Finishing Times of Engagement:  
Date: **7/4/2017** Time: **2:00pm**
  
3. Location of Engagement: **Morrison Park - Aberdeen, WA**  
Contact person: **Doug Farmer** Venue phone number: **(360) 537-3248**
  
4. Job Description: **One (1) forty-five minute performance.**
  
5. Contract Price: **\$700.00**
  
6. Purchaser will make payment as follows:  
**\$700.00 payable to David Lichtenstein on 7/4/17.** Tax ID number: **543-84-3882**
  
7. **Artist(s)-Independent Contractor:**  
(a) Artist executes this Agreement as an independent contractor and shall at all times have complete supervision, direction and control over the services of the personnel on this engagement and expressly reserves the right to control the manner, means and details of the performance of services to fulfill the entertainment requirements. (b) Artist executes this agreement as an independent contractor, not as an employee of the purchaser. Responsibility for the appropriate payments of payroll taxes and charges under applicable federal and local law will be assumed by Artist.
  
8. **Special Provisions: Purchaser to provide a sound system. Artist to provide own microphone and music.**  
  
(a) The recording, reproduction, or transmission of performance is prohibited absent written consent of Artist. (b) The court and authorities of the State of Washington and the Federal District Court of the State of Washington shall have jurisdiction over all controversies which may arise with respect to the enforcement of all rights under this agreement, including those of agent, the parties hereby expressly waiving any other venue to which they might be entitled by virtue of domicile or otherwise. Purchaser and Artist hereby agree and consent to be subject to the jurisdiction of such courts and any order that may be issued by such courts in reference to this Engagement Agreement. The parties understand and agree that this provision is a material provision of this Agreement, that is a part of the consideration involved in entering into this agreement, and that Artist and Purchaser would not have entered into this agreement except for inclusion of this provision herein.
  
9. **Agent Provision:**  
(a) Artist and Purchaser acknowledge that this contract is between Artist and Purchaser and that agent shall not be liable for default of Purchaser or the default or non-performance of Artist. (b) Unless otherwise specified, engagement price includes 14.3% agents commission, and shall be held in trust as a fiduciary by Artist for delivery to agent. Artist agrees commissions are due and owing the above agency's address at the end of each week, and if not paid to the agency within 7 days of due date 1) they shall be considered delinquent and bear 1.5 % interest per month computed as of the due date, and 2) at the written request of agent, present purchaser is authorized to withhold from Artist any commission and interest due LeapFrog Entertainment. If litigation is necessary for collection, attorney's fees shall be paid by debtor unless prohibited by applicable state and local law. (c) In the event Artist(s) is rebooked into this or any establishment represented by the purchaser within thirteen months from the termination of this agreement, Artist and purchaser agree to be jointly and severally liable for payment to agent for the commission at the rate as provided under this
  
10. Commencement of engagement together with physical delivery of this contract is deemed to be a verification of an oral agreement and acceptance of all terms by all parties.

**City of Aberdeen Parks & Recreation**  
*Purchaser's Name*

*Signature of Purchaser*  
**200 East Market St.**  
*Address*

**Aberdeen, WA 98520**  
*City, State, Zip*  
**(360) 537-3248**  
*Telephone*

**Leapin' Louie Lichtenstein**  
*Artist's Name*

*Signature of Leader*  
**P.O. Box 686**  
*Address*

**Edmonds, WA 98020**  
*City, State, Zip*  
**(425) 774-4098**  
*Telephone*

Agent: **RS**

**RESOLUTION No. 2017 - \_\_\_\_\_**

**A RESOLUTION ADOPTING WATER ACCOUNT MANAGEMENT FEES, CONNECTION FEES AND METER FEES.**

**WHEREAS**, Aberdeen Municipal Code Section 13.56.140A provides that standard water account service fees and charges for applications, installations, repairs, extensions of service, and other water service charges necessary to implement the regulatory provisions of Chapter 13.56 AMC shall be determined by the Public Works Director and adopted by city council resolution; and

**WHEREAS**, the Public Works Director has determined that the fees established in Resolution 2017-01 need to be amended; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF ABERDEEN**: that the Water Account Management Fees in Attachment A are amended and replace the fees that were adopted by Resolution 2017-01.

**BE IT FURTHER RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF ABERDEEN**: that the fees and service charges adopted by this resolution shall take effect on March 1, 2017.

**PASSED and APPROVED** on \_\_\_\_\_ 2017.

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

ATTESTED:

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

Resolution No. 2017- \_\_\_\_\_

Effective Date: \_\_\_\_\_

## **WATER ACCOUNT MANAGEMENT FEES**

**Late Fee \$10.00:** Fee assessed to utility account for failure to pay current billing by the due date.

**Account Activation/Setup Fee ~~\$20.00~~ \$25.00:** Fee assessed to a new customer to establish a utility account or to an existing customer's account that is reinstating utility services.

**Delinquent Shut Off Fee \$25.00:** Fee assessed to a customer for an account *scheduled to be turned off* or turned off for non-payment of a past due utility bill. The fee shall be paid before service is restored.

**Restoration Fee \$25.00:** Fee assessed to a customer's account for restoring utility services that were turned off for non-payment of a past due utility bill.

**Temporary Turn-on Fee \$20.00:** A fee paid in advance for temporary use of the water service for a home inspection or cleaning, up to 72 hours.

**Illegal Turn-on Fee/Unauthorized Activation Fee \$50.00:** Fee assessed to the customer's account for each occurrence of illegal use of *water* service, i.e., water service found back on after the utility services were discontinued at the customer's request or turned off for non-payment. The fee shall be paid before service is restored.

**Locking Device Fee \$75.00:** Fee assessed to the customer's account for cost of replacing a padlock and/or locking device that was damaged or destroyed. The fee shall be paid before service is restored.

**Service Call Repair Fee \$20.00:** Fee assessed to the customer's account for a service call to turn water on or off during normal business hours.

**After Hours Fee \$50.00 to \$90.00:** Fee assessed to the customer's account for a service call request after normal working hours. \$50.00 fee applies to breaks and emergencies; all other service calls are \$90.00.

**NSF Check Fee \$25.00 to \$50.00:** A \$25.00 fee is assessed to a customer's account for a payment returned "*Non-Sufficient Funds*". A \$50.00 assessment applies if there is more than one in a six-month period.



March 15, 2017

**CONFIDENTIAL**

City of Aberdeen  
200 East Market Street  
Aberdeen, Washington 98520

Attn: Mayor Erik Larson

Dear Erik,

We are pleased to assist the City of Aberdeen with the recruitment of a Human Resources Director. This letter will summarize HR Answers' role in the project and the associated fees for our services, and serve as an agreement letter to authorize us to conduct the work.

HR Answers will work closely with you for the duration of this recruitment, ensuring that the best candidate is selected as the next Human Resources Director. The recruitment process will consist of the following items:

- HR Answers will develop a job advertisement for the position and determine the best advertising for the position to ensure top candidates in the industry are reached.
- HR Answers will carefully screen each resume received to ensure that candidates meet the minimum qualifications. If qualified, an initial phone interview will be conducted.
- HR Answers will send resumes along with our brief summary of the candidates for you to review.
- HR Answers will facilitate the interview process with the Mayor and other designated individuals, assisting with scheduling and logistics, as well as other tasks associated with the interview process.
- HR Answers will notify those candidates not selected to participate in the initial interview process.
- HR Answers will assist you with any final details after the interview process is complete, including conducting background checks and drug screens, creating an offer letter, etc.

To initiate the search, the City of Aberdeen will make a non-refundable retainer payment in the amount of \$5,000. This retainer fee will be applied in the following future invoice scenarios:

- If the work results in a successful referral, the City of Aberdeen will pay a fee equal to 22% (Public Entity/Non-Profit Rate) of the employee's annual base salary. (i.e. 22% of annual salary minus retainer fee of \$5,000)

**PORTLAND METRO**

7650 SW Beveland Street,  
Suite 130  
Tigard, OR 97223

503-885-9815

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- Should the City of Aberdeen hire an existing employee, there will be a flat search fee of \$10,000. (i.e. \$10,000 minus retainer fee of \$5,000)

This fee does not cover any costs that are associated with background tests and drug screens.

If the successful candidate should be terminated for any reason or quit voluntarily, during the first 90 days after starting with the City of Aberdeen (other than reorganization or downsizing), HR Answers will conduct a search at no additional fee to replace the position.

We look forward to working with you on the recruitment project. If these terms agree with your understanding of our engagement, please sign and return a copy of this letter to serve as our general work agreement. The original copy is for your file.

Sincerely,

Lauren Francis  
HR Answers, Inc.

Accepted by:

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Date

Date