



ABERDEEN CITY COUNCIL

July 13, 2016

COUNCIL MEETING AGENDA

3rd Floor, City Hall

COMMITTEE OF THE WHOLE (7:00 P.M.)

- A. Guest Speakers
 - 1. Presentation by Grays Harbor Drug Task Force
 - 2. Shoreline Master Plan Update by AHBL
- 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. Reports & Communications
- D. Resolutions

VII. PUBLIC WORKS

- A. Committee Chair Report
- B. Reports & Communication
 - 1. Report from Public Works and Public Works Director recommending that the Mayor be authorized to execute a lease with Tesla Motors Inc. for the construction of a Tesla Supercharging Station.
 - 2. Report from Public Works and the Public Works Director recommending that the Pioneer Blvd. Slide Repair Project be awarded to Quigg Bros., Inc. and that the Mayor be authorized to execute the contract in the amount of \$113,047.00.
 - 3. Report from Public Works and Community Development Department recommending that K D & S Environmental be awarded the asbestos removal contract for 107 S. F St. and 500 E. Wishkah.

C. Ordinances

1. First reading of Bill No. 16-05 annexing to the City of Aberdeen real property, owned by the City of Aberdeen, in the vicinity of Charley Creek, and contiguous to the City of Aberdeen, for municipal purposes.
2. First reading of Bill No. 16-07 adopting the current uniform State Building Codes.

VIII. PUBLIC SAFETY

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

IX. SPECIAL AGENDA ITEMS

- A. Reports & Communications
- B. Ordinances

1. Second reading and date of public hearing of Bill No. 16-06 prohibiting the location of bulk crude oil storage and handling facilities in the City of Aberdeen, amending Section 17.56.010 of the AMC and adding a new Section 17.56.075.

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.

**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: **Tesla Supercharger Agreement for former Chevron property**

Reports and Recommends as Follows: The Mayor has negotiated an agreement with Tesla Motors Inc. for the construction of a Tesla supercharger station in Aberdeen on the site of the former Chevron station. The supercharger station will be incorporated into the design of the Gateway Center. Tesla will build and maintain its supercharger station with 200-400 square feet of landscaping and 8 parking stalls. In exchange, the city will provide Tesla with a five-year lease with the option of two five-year renewals. The city will also be responsible for policing the common areas of the station (removing litter, garbage, snow and enforcing use restrictions) and paying the utility bills for Tesla vehicles that use the charging station, up to a monthly cap of \$2,000.

It is recommended that the Mayor be authorized to execute the attached lease agreement with Tesla Motors Inc.

Rick Sangder
Public Works Director

Council member

Council member

Reported _____, 2016

Council member

Adopted _____, 2016

Council member

SUPERCHARGER AGREEMENT

This Supercharger Agreement (the "**Agreement**") is effective as of _____, 2016 (the "**Effective Date**") by and between the city of Aberdeen, a municipal corporation of the state of Washington ("**Counterparty**") and Tesla Motors, Inc., a Delaware corporation ("**Tesla**").

WHEREAS, Tesla, through the provision of Supercharging services at the Property, will provide value to Counterparty by attracting Tesla vehicle owners and the public to, and providing additional visibility of, the Property;

WHEREAS, Counterparty acknowledges the value of Tesla's Supercharger at the Property and desires to grant possession and control of the Premises to Tesla pursuant to the terms set forth herein;

NOW THEREFORE, in consideration of the above and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **CONTACT INFORMATION:**

Counterparty's Address for Notices:

City of Aberdeen
200 East Market Street
Aberdeen, WA 98520
Attention: Public Works Director
Phone: (360) 537-3228
Email: rsangder@aberdeenwa.gov

Tesla's Address for Notices:

Tesla Motors, Inc.
3500 Deer Creek Road
Palo Alto, CA 94304
Attention: Supercharger Team
Phone: (650) 681-5000
Email: superchargerlease@teslamotors.com

24-hour Technical Support & Service:
877-79-TESLA (877-798-3752)

2. **PREMISES:** Counterparty hereby leases to Tesla eight (8) parking spaces, up to five (5) feet of additional parking width to comply with the Americans with Disabilities Act of 1990 and approximately 200-400 square feet of landscaped space for equipment (the "**Premises**") on the property commonly known as the vacant lots in the north half of the 400 block of E. Wishkah Street and as depicted on **Exhibit A** attached hereto (the "**Property**") in order to build an electric vehicle Supercharging station to charge Tesla vehicles (the "**Supercharger Station**").
3. **CONSTRUCTION:** Upon delivery of possession of the Premises to Tesla, Tesla shall, at its sole expense, construct improvements as described in and pursuant to the procedures set forth in **Exhibit B**, attached hereto and made a part hereof, and will install certain trade fixtures indicated in **Exhibit B** (the "**Trade Fixtures**" as further described and defined in **Exhibit B**).
4. **INITIAL FOOTPRINT:** A total of eight (8) parking spaces shall be outfitted with charge posts ("**Superchargers**") to charge Tesla vehicles. Initially, four (4) parking spaces shall serve as dedicated charging stalls to be used only by Tesla vehicles ("**Dedicated Stalls**"), and four (4) parking spaces shall serve as charging stalls to be used by Tesla vehicles and will also be

available for general parking of non-Tesla vehicles for a maximum of thirty (30) minutes ("Enabled Stalls"). The Dedicated Stalls and Enabled Stalls and any applicable restrictions shall be identified by signage substantially similar to the signage depicted in Exhibit B. Tesla shall have the option to convert Enabled Stalls into Dedicated Stalls on ten (10) days written notice in order to meet demand for Supercharging services, subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed.

5. **POSSESSION DATE:** The first date where Tesla may enter the Premises and Property to begin its work pursuant to the Agreement is _____, 2016 (the "Possession Date").
6. **COMMENCEMENT DATE:** The Term shall commence on the date that the Supercharger Station is open to the public, which shall not be later than one hundred and fifty (150) days following the Possession Date (the "Commencement Date"), provided that no external permitting, utility or other requirements beyond Tesla's control delay the installation, despite the best efforts of Tesla.
7. **TERM:** The initial term of the Agreement is five (5) years commencing on the Commencement Date (the "Term"). Tesla shall have the right to twice extend the Term by providing written notice to Counterparty no later than thirty (30) days prior to the expiration of the then current Term, and each extension shall be for an additional period of five (5) years (each a "Renewal Term"). In the event of a sale or transfer of the Property or Premises by Counterparty while the Agreement is in effect, Tesla's rights shall be conveyed with the Property or Premises.
8. **UTILITIES:** Tesla agrees to arrange for all Tesla-related utility services provided or used in or at the Premises during the term of the Agreement. Tesla shall pay directly to the utility company the cost of installation of any and all such Tesla-related utility services and shall arrange to have the utility service separately metered. Counterparty shall be responsible for paying all utility bills related to such meter after installation, including payment for electricity consumed at the Premises during the Term, up to two thousand dollars (\$2,000) per month. For any amount over two thousand dollars (\$2,000) per month, Counterparty shall send Tesla an invoice for such amount, which Tesla shall pay by electronic funds transfer within fifteen (15) days of the invoice date. The account for separately metered utility services shall be in the name of Counterparty and Counterparty agrees to timely pay the full amount of all utility bills directly to the utility to avoid any service interruptions. Counterparty agrees to complete and sign documentation needed to authorize the utility to deliver copies of monthly statements and account notifications directly to Tesla, and to allow Tesla to make account changes and payments on behalf of Counterparty to the utility if necessary to avoid any service interruptions. Counterparty shall not be responsible for any damages suffered by Tesla in connection with the quality, quantity or interruption of utility service, unless the cause of the disruption or damage was due to Counterparty's gross negligence or willful misconduct or failure to timely pay utility bills.
9. **USE:** Tesla shall use and occupy the Premises during the Term for an electric vehicle Supercharging station and incidental purposes, including generating photovoltaic electricity and operating an energy storage system. All use of the Premises by Tesla shall comply with applicable codes, laws, and ordinances.

10. **PAYMENT FOR CHARGING SERVICES:** Counterparty shall have no right to request or accept payment from Tesla, Tesla customers or any other third-parties in connection with Tesla Supercharging services.
11. **MAINTENANCE:** Tesla shall be responsible for maintaining the Trade Fixtures and Infrastructure (as defined in **Exhibit B**) and Counterparty shall not have any liability for damage to the Trade Fixtures or the Infrastructure unless such damage is caused by Counterparty's gross negligence or willful misconduct. Notwithstanding the foregoing, Counterparty's normal responsibility to maintain the common areas of the Property shall also apply to the Premises, such as for snow removal and garbage collection. Counterparty agrees to coordinate any parking lot maintenance with Tesla to ensure that charging stalls remain available for vehicle charging at all times. Tesla may, in its discretion and at its sole cost, install security cameras and other equipment to monitor the Premises from off-site.
12. **COUNTERPARTY COVENANTS:** Counterparty represents that they are the owner of the Property and that this Agreement does not violate any agreement, lease or other commitment of Counterparty. Counterparty shall not take any action that would impair or interrupt the use of the Premises or the Trade Fixtures. Counterparty agrees to notify Tesla within a commercially reasonable time if (i) it has knowledge of third-parties impairing or misusing the Premises or Trade Fixtures, or (ii) it obtains knowledge of a needed repair to the Premises or Trade Fixtures. If non-Tesla motorists repeatedly park in the Dedicated Stalls, thereby impairing use of the Dedicated Stalls, or if motorists repeatedly park in the Enabled Stalls for greater than the permitted duration, then the parties shall together determine and implement an appropriate and effective strategy for preventing such impairment, including, without limitation, alternative signage and painted asphalt. Counterparty shall use commercially reasonable efforts to actively monitor the Premises to ensure that use of the Supercharging stalls is not impaired.
13. **ASSIGNMENT:** Tesla shall not assign this Agreement voluntarily or by operation of law, or any right hereunder, nor sublet the Premises or any part thereof, without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed; provided that the foregoing prohibition shall not limit Tesla's ability to transfer this Agreement to a company that is controlled by, controls, or is under common control with Tesla.
14. **ALTERATIONS:** Excepting the items of **Exhibit B**, Tesla shall not make or permit to be made any alterations, changes in or additions to the Premises without the prior written consent of Counterparty, which shall not be unreasonably withheld, conditioned or delayed. Upon termination of this Agreement, unless terminated due to a default of Counterparty, the Infrastructure shall become the property of Counterparty; provided that all Trade Fixtures and all related intellectual property shall at all times remain the property of Tesla and all Trade Fixtures will be promptly removed by Tesla following termination of the Agreement.
15. **SIGNAGE:** Tesla signage to be installed at the Premises is represented in **Exhibit B**, including an information placard and signs to identify Dedicated Stalls and Enabled Stalls. Any material revisions or additions to the signage depicted in **Exhibit B** shall be subject to Counterparty approval, which shall not be unreasonably withheld, conditioned or delayed. All signage shall be professionally prepared, installed and maintained at Tesla's expense.

16. **INDEMNIFICATION:** Except to the extent of any gross negligence or willful misconduct of Counterparty, Tesla hereby agrees to indemnify, hold harmless and defend the Property, Counterparty, its managers, members, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of any claim of any third party directly related to Tesla's use of the Premises. Tesla shall promptly remove or bond any liens placed on the Property as a result of any claims for labor or materials furnished to or for Tesla at or for use on the Premises.

Except to the extent of any gross negligence or willful misconduct of Tesla, Counterparty hereby agrees to indemnify, hold harmless and defend Tesla, its directors, officers, employees, consultants, agents and representatives from all liability, damages, loss, costs and obligations, including, court costs and attorney's fees, on account of or arising out of or alleged to have arisen out of directly or indirectly, any claim of any third party directly related to Counterparty's actions with respect to the Premises.

17. **DESTRUCTION:** Any total destruction of the Premises shall, at Counterparty's or Tesla's written election within thirty (30) days of such destruction, terminate the Agreement.
18. **DEFAULT:** Each of the following shall constitute an "**Event of Default**" by Tesla under this Agreement:

(1) the failure by Tesla to perform or observe any material term or condition of the Agreement and such failure continues for a period of thirty (30) days after receipt of written notice thereof, provided however, that if the nature of such default is such that the same cannot reasonably be cured within said thirty (30) day period, then Tesla shall have such additional time as is reasonably required to cure such failure provided Tesla commences to cure such failure within such thirty (30) day period and proceeds to cure such failure with diligence and continuity; or

(2) the appointment of a receiver or trustee to take possession of all or substantially all of the assets of Tesla located at the Premises if possession is not restored to Tesla within sixty (60) days; or a general assignment by Tesla for the benefit of creditors; or any action or proceeding commenced by or against Tesla under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors and in the case of involuntary actions filed against the Tesla the same are not discharged within sixty (60) days after the date of commencement.

19. **REMEDIES:** Counterparty and Tesla acknowledge and agree that each party shall have all remedies available at law or in equity if the other party is in default under the terms of this Agreement. If an Event of Default has occurred and is continuing, then Counterparty, in addition to any other remedies given at law or in equity, may:

(A) continue this Agreement in effect by not terminating Tesla's right to possession of said Premises and thereby be entitled to enforce all Counterparty's rights and remedies under this Agreement; or

(B) bring an action to recover and regain possession of said Premises in the manner provided by the laws of eviction of the State where the Premises are located then in effect.

20. **INSURANCE:** Tesla shall carry commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) for bodily injury or death and property damage and an umbrella insurance policy of not less than Five Million Dollars (\$5,000,000). A certificate evidencing such insurance shall be delivered to Counterparty upon the execution of this Agreement and from time to time thereafter as may be requested by Counterparty. Upon request, Tesla shall include Counterparty as additional insured on its commercial general liability and umbrella insurance policies. Tesla will also carry worker's compensation insurance in accordance with state and federal law.

21. **CONFIDENTIALITY AND PUBLICITY:**

(A) ~~Tesla and Counterparty agree that the terms of this Agreement are confidential information, and both parties~~ agrees not to disclose such confidential information furnished to it by Tesla to any person or entity other than (i) financial, legal and space planning consultants that have a "need to know" such confidential information and have agreed to abide by confidentiality terms no less protective than the terms of this Agreement and (ii) as required by law. For the purposes of this Agreement, "confidential information" means financial, commercial, and proprietary information exempt from public disclosure under RCW 42.56.270.

(B) Neither party will use the other party's name, trademark or logo without such other party's prior written consent.

22. **EXCLUSIONS:** Notwithstanding anything herein to the contrary, Tesla shall not be liable for, and Counterparty expressly releases Tesla from any claims from, speculative, indirect, consequential or punitive damages, including any lost sales or profits of Counterparty.

23. **ENVIRONMENTAL MATTERS:**

A. The following definitions shall be used in this Section 23.

- "Environmental Law" means any federal, state or local law pertaining to land use, air, soil, surface water, groundwater (including the protection, cleanup, removal, remediation, or damage thereof), public or employee health or safety or any other environmental matter, including, but not limited to, the following: (a) Clean Air Act (42 U.S.C. § 7401, et seq.); (b) Clean Water Act (33 U.S.C. § 1252, et seq.); (c) Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.); (d) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601, et seq.); (e) Safe Drinking Water Act (42 U.S.C. § 300f, et seq.); (f) Toxic Substances Control Act (15 U.S.C. § 2601, et seq.); (g) Endangered Species Act (16 U.S.C. § 1531, et seq.); (h) Occupational Safety and Health Act (29 U.S.C. § 651, et seq.); (i) Emergency Planning and Community Right-To-Know Act (42 U.S.C. § 11001, et. seq.); and (j) any other applicable laws or regulations for the protection of the environment, human health or safety or regulating to Hazardous Materials, or Hazardous Material Activities.
- "Hazardous Material" means (a) any petroleum, crude oil, natural gas, or any fraction, product or derivative thereof, radioactive materials, asbestos in any form that is friable;

(b) any chemicals, materials, substances or wastes that are defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, extremely hazardous substances, toxic substances, pollutants, contaminants or words of similar import under any Environmental Law; and (c) any other chemical, material, substance, waste or exposure that is limited or regulated by any governmental authority.

- “Hazardous Materials Activity” means the handling, transportation, transfer, recycling, storage, use, treatment, manufacture, generation, investigation, removal, remediation, release, exposure of others to, sale, or distribution of any Hazardous Material or any product containing a Hazardous Material, and any consulting, management, administrative, monitoring or testing services relating to any of the foregoing.
- B. The Counterparty has, and at all times has had, all permits, approvals, permissions, authorizations, franchises or other required conditions necessary for the lawful conduct of the operation of its facilities or the conduct of its business and operations under applicable Environmental Laws at the Property, and the Counterparty is, and all times has been, in compliance with all such permits, approvals, permissions, authorizations, franchises or other required conditions.
- C. The Counterparty represents and warrants the following:
- (i) no Hazardous Materials have been stored, kept, used or released by or on behalf of the Counterparty or, at any time during the Counterparty’s occupancy, have been, present or released at, on, under or from any Counterparty business facility in violation of any applicable Environmental Law;
 - (ii) the Counterparty has not engaged in any Hazardous Materials Activity in violation of any applicable Environmental Law;
 - (iii) no claim or legal proceeding is pending or threatened against the Counterparty concerning any of the Hazardous Materials Activities of the Counterparty, or any Hazardous Materials Activity on the Property, nor is the Counterparty aware of any activities or other information that would give rise to such a claim or threat of claim; and
 - (iv) no Hazardous Materials have been placed on the ground or are known to exist on, in or below the Property, except to the extent disclosed in the April 5, 2016 Phase I Environmental Site Assessment conducted by ACE Environmental, LLC for the Tesla Supercharger site to be located at 416 East Wishkaw Street, in Aberdeen, Grays Harbor County, Washington (the “Environmental Assessment”), which have since been remediated.
- D. Based on the representations and warranties noted above and notwithstanding any provision in this Agreement to the contrary, Counterparty agrees that it will indemnify and hold Tenant harmless for any and all costs, liabilities, investigations, damages and expenses, including any remediation costs or cleanup or corrective action expenses, associated with any Hazardous Materials or other contamination discovered during Tenant’s construction of the Supercharger Station in order to allow Tesla to complete construction of the

Supercharger Station in a timely manner and use the Premises for the intended purposes. Additionally, notwithstanding any provision in this Agreement to the contrary, Counterparty agrees that it will indemnify and hold Tenant harmless for any and all costs, liabilities, investigations, damages and expenses, including any remediation costs or cleanup or corrective action expenses, associated with any Hazardous Materials or other contamination which is noted in the Environmental Assessment.

24. **NOTICES**: All notices or demands shall be in writing and shall be deemed duly served or given only if delivered by prepaid (i) U.S. Mail, certified or registered, return receipt requested, or (ii) reputable, overnight courier service (such as UPS or FedEx) to the addresses of the respective parties as specified in Section 1 above. Counterparty and Tesla may change their respective addresses for notices by giving notice of such new address in accordance with the provisions of this paragraph.
25. **BROKERS**: Counterparty and Tesla represent to each other that each has dealt with no broker and each hereby agrees to indemnify and hold the other harmless from any claims for any such commissions or fees.
26. **SUCCESSORS AND ASSIGNS**: This Agreement shall be binding upon and shall inure to the benefit of Counterparty and Tesla and their respective successors and assigns.
27. **GOVERNING LAW**: This Agreement shall be governed by the laws of the State where the Premises are located.
28. **TIME**: Time is of the essence in this Agreement.
29. **COUNTERPARTS**: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together will constitute one agreement. Signed copies transmitted electronically in PDF or similar format shall be treated as originals.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

COUNTERPARTY:

TESLA:

City of Aberdeen

Tesla Motors, Inc.

a municipal corporation of the
state of Washington

a Delaware corporation

By: _____

By: _____

Name: Erik Larson

Name: _____

Title: Mayor

Title: _____

Attest: _____

Name: Sandy Mullin

Title: Acting Finance Director

EXHIBIT A

Premises and Property Depiction and Address

Property Address: vacant lots in the north half of the 400 block of E. Wishkah Street (Benns Plat, Block 36, Lots 9, 10, 11 & 12)

Premises and Property Depiction:

Construction drawing to be provided*

EXHIBIT B

Tesla Improvements

Tesla shall install the Supercharger Station on the Premises pursuant to the terms of this **Exhibit B**. Tesla installation shall include the installation of the infrastructure for the Supercharger Station, which may include power supply, utility connections, concrete pads, conduit and wiring (the "**Infrastructure**").

The Supercharger Station will also include certain trade fixtures as determined by Tesla, which may include, without limitation, the charger cabinets ("**Supercharger Cabinets**"), Superchargers, switchgear, signage, fence or other visual barriers, canopy, solar panels, and an energy storage system (the "**Trade Fixtures**").

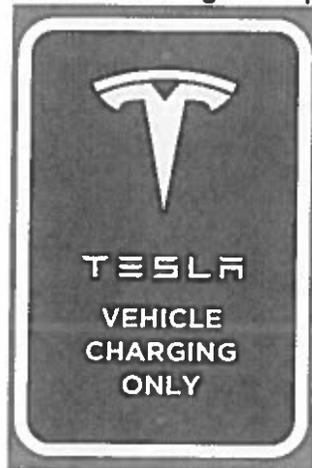
The Trade Fixtures to be installed as of the Commencement Date will include the following:

- Four (4) Superchargers Cabinets
- Eight (8) Superchargers
- Switchgear and meter panel
- Signage

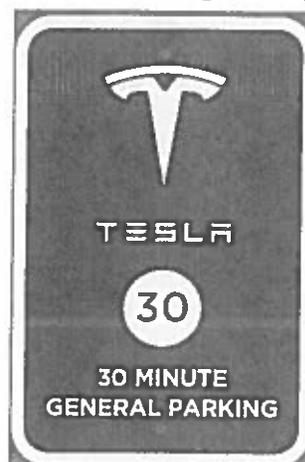
The installation of the Infrastructure and the Trade Fixtures is collectively referred to as the "**Tesla Improvements**." Tesla will not perform the Tesla Improvements until the plans and specifications, including exact locations, have been approved by Counterparty, which approval may be by e-mail communication and shall not be unreasonably withheld, conditioned or delayed. All Tesla Improvements shall at all times comply with applicable laws, codes and ordinances and Infrastructure and Trade Fixtures shall be installed, maintained and replaced at Tesla's sole cost.

Signage

Dedicated Stall Sign Example



Enabled Stall Sign Example



Information Placard Example

LOCATION HERE, XX

OPEN
24 HOURS

XX° XX'XX.X"N
XX° XX'XX.X"W

XX
CHARGING
STALLS



TESLA SUPERCHARGER

WELCOME TO TESLA

We build uncompromised electric vehicles that can travel across North America — for free. This Supercharger is part of an electric highway that spans the continent. For Tesla drivers, it also means the end of gas stations.

Ⓞ TRAVEL FAR
Day-to-day driving needs are more than covered by overnight charging at home. Tesla owners stop at Superchargers when taking long road trips that would require conventional cars to stop at multiple gas stations in one day.

Ⓞ TRAVEL EASILY
Tesla vehicles charge so quickly here that owners are able to get back on the road in the time it takes to use the restroom and grab refreshments. Superchargers are strategically placed along well-traveled highways between popular destinations.

Ⓞ TRAVEL FREE
That's right. There is no paying for energy here. Simply park and plug in. It is possible to travel thousands of miles without once reaching for a purse or wallet.

RECHARGE YOURSELF

Tesla Superchargers are located near amenities like roadside diners, cafés, and shopping centers — the same places where Tesla owners used to stop to refuel and stretch their legs when traveling in their gas-powered vehicles. Nearby amenities are listed below.

🚻 RESTROOMS ⚡ PUBLIC CHARGING 🍽️ DINING

📶 WIFI 🛍️ SHOPPING 🏨 HOTELS

LEARN MORE & TEST DRIVE: 888.51.TESLA (83752) | TESLAMOTORS.COM



Approximate dimensions: 18" x 24"

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR:

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

TO WHOM IT WAS REFERRED: Approval to Award Contract on the Pioneer Blvd. Slide Repair Project.

REPORTS AS FOLLOWS: The Engineering Department submitted an Invitation for Bids to six contractors through the Small Works roster. The project is for the improvement of a section of Pioneer Boulevard where a slide has occurred and washed out a portion of roadway. Work includes roadway excavation including haul, clearing and grubbing, removal of structures and obstructions, roadway, guardrail, shoring, structure excavation including haul, gravel borrow including haul, haul of placement of recycled concrete material, storm drainage, surfacing, hot mix asphalt, curb and other work. HDR's Engineering Estimate was \$119,227.30. Two bids were received and are listed below:

Quigg Bros., Inc. - \$113,047.00
Rognlin's, Inc. - \$145,000.00

IT IS RECOMMENDED: That contract be awarded to Quigg Bros., Inc. and that the Mayor be authorized to execute the contract in the amount of \$113,047.00

Rick Sangder
Public Works Director

Reported _____, 2016

Adopted _____, 2016

Kathi Hoder, Chair

Tawni Andrews, Vice-Chair

Alan Richrod, Member

Dee Anne Shaw, Member

CITY OF ABERDEEN.....LEGISLATIVE DEPARTMENT

HONORABLE MAYOR: Erik Larson
THE MEMBERS OF YOUR COMMITTEE ON: Public Works
TO WHOM WAS REFERRED: Community Development Department
RE: Asbestos Removal for 107 S. "F" Street and 500 E. Wishkah Street

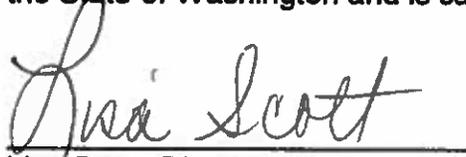
Report and Recommends as Follows: Bids for removal of asbestos materials at 107 S. "F" Street (aka Crystal Steambath) and 500 W. Wishkah Street (aka Selmer's Furniture Annex) were requested under the MRSC Small Works Roster and were received on July 6, 2016. The following bids were received:

(1) K D & S Environmental \$53,010.02

The low and only bidder was K D & S Environmental and they do possess the required asbestos certification and they can meet the August 31, 2016 deadline for the removal of the material.

The cost of material removal will be paid for out of the State Grant that the City of Aberdeen received for the Gateway Center.

It is recommended that K D & S Environmental be awarded the asbestos removal contract. This firm is a licensed contractor pursuant to the laws of the State of Washington and is capable of performing this work.



Lisa Scott, Director
Community Development

Chair

Vice-Chair

Reported July 12, 2016

Council member

Adopted July 12, 2016

Council member

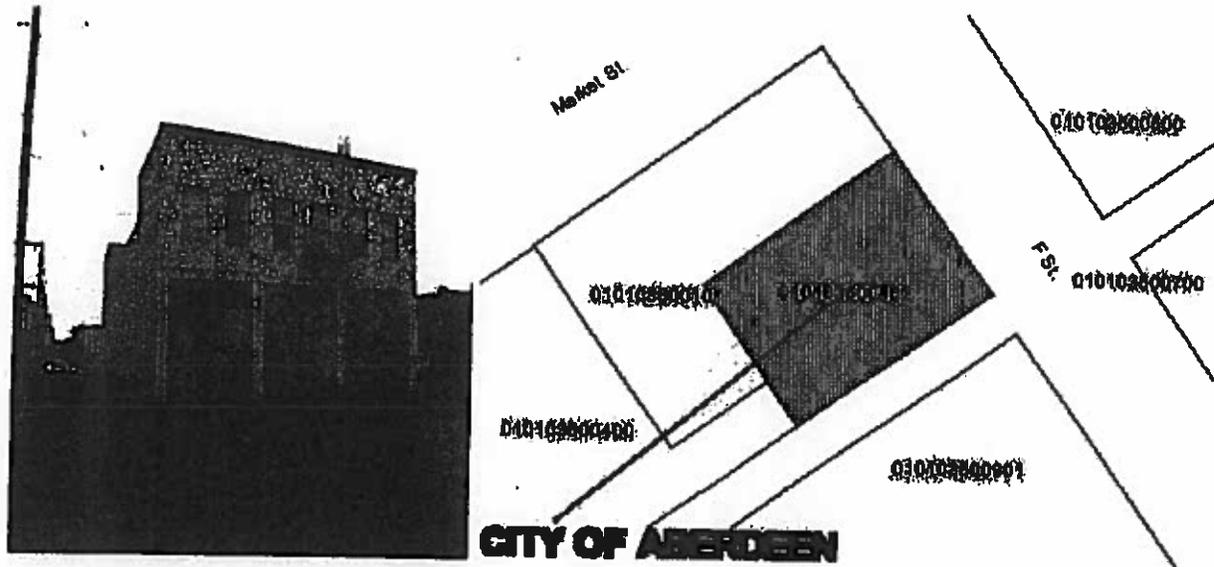
City of
Aberdeen



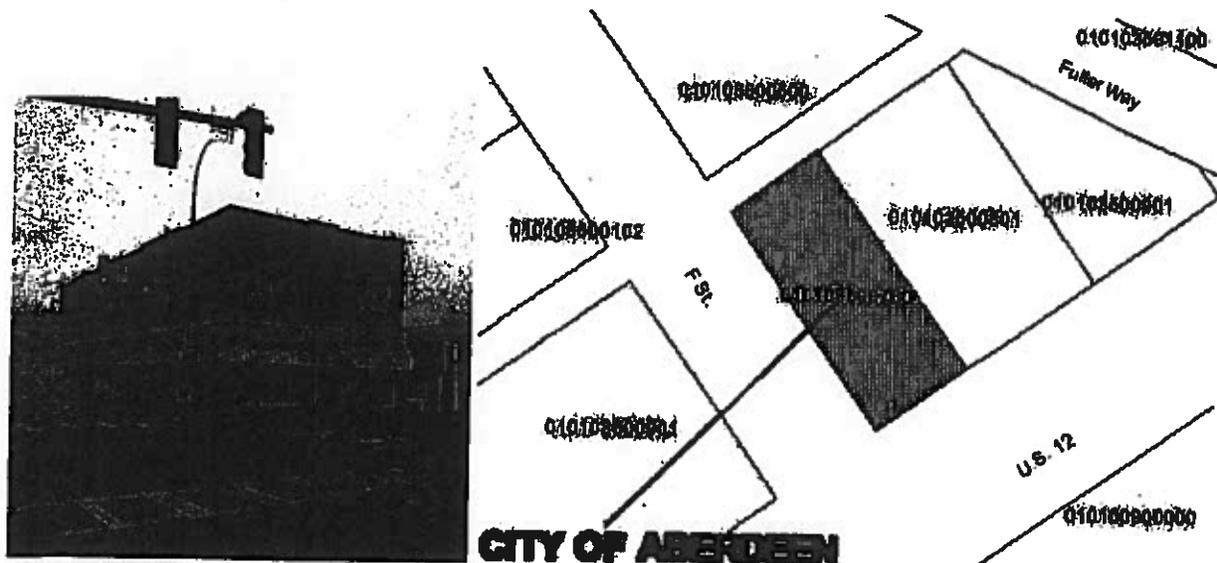
Community Development Department
Building/Code Enforcement/Planning Divisions
200 East Market Street • Aberdeen, WA 98520-5242
PHONE (360) 537-3238 • EMAIL lscott@aberdeenwa.gov
FAX (360) 537-3350 • TDD (360) 533-6668

**SPECIFICATIONS FOR THE REMOVAL OF ASBESTOS
FROM TWO COMMERCIAL BUILDINGS LOCATED AT
107 S. "F" STREET AND 500 E. WISHKAH**

LOCATION 1: 107 S. "F" Street – The southerly 75 feet of Lots 1 & 2, Block 36, Bennis Plat, City of Aberdeen, Grays Harbor County, Washington; Parcel No. 010103600102.



LOCATION 2: 500 E. Wishkah – Lots 7, Block 35, Bennis Plat, City of Aberdeen, Grays Harbor County, Washington; Parcel No. 010103500700.



Proposals: Proposals for the removal of asbestos materials identified in an asbestos sample summary, copy included herewith, will be received by the Building Official of the City of Aberdeen at the office of the Community Development Department until 4:00 p.m., Wednesday, July 6, 2016. The City will award the contract for the above work on July 13, 2016 at the Aberdeen City Council meeting, to the lowest and most responsible bidder with adequate security; the City reserving the right to reject any or all bids.

Permission will not be given for the withdrawal, modification, or explanation of any bid or proposal. Bidders are notified to thoroughly examine these specifications and the site of the existing structures, and the forms on proposals. If there be any doubt or obscurity as to the meaning of any part of the specifications before making their proposals, intending bidders should ask the Building Official for an explanation. If, after proposals are delivered to the Building Official and any differences of opinion shall arise as to the intent and meaning of any part of these specifications, the decision of the Building Official of the City is final. Included is a copy of the asbestos sample summary identifying quantities and locations of asbestos containing materials that need to be removed.

Bidders are warned that all bids which are deficient in either of the following requirements may be rejected as informal:

- (a) All bids for this work must be made upon printed forms provided therefore by the Building Official.
- (b) No bid will be received unless the bid form provided by the Building Official is attached together. The entire package must be in good order. A successful bidder will be required to execute the contract within ten (10) calendar days from the date contract is awarded by the City.

Before such a contract between the City of Aberdeen and the successful bidder shall be valid and binding against the City, the contractor shall possess a current City of Aberdeen business license and file a bond in the amount of \$500.00 conditioned as follows. [NOTE: Only the successful bidder shall be required to submit the \$500.00 cash bond at the time the asbestos contract is executed. Do not submit bond with your bid.]

- (a) The City of Aberdeen shall notify the Olympic Air Pollution Control Authority (ORCA) of this asbestos removal contract work with regard to the future demolition of these structures. The Contractor shall submit to Olympic Air Pollution Control Authority for required State permits. Any fees required by ORCA shall be the responsibility of the Contractor.
- (b) The Contractor shall have certified workers remove this asbestos using methods as required by State and Federal regulations. The bidder shall submit proof prior to commencing work, that the workers performing this work are certified for asbestos removal.

- (c) The bidder shall specify the time of commencement of the asbestos removal at the above described property and the approximate date of completion with completion being no later than August 31, 2016.
- (d) On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Building Official the following for itself and for each firm covered under RCW 39.12 that provide work and materials for completion of the contract.
 - 1. A copy of an approved "Statement of Intent to Pay Prevailing Wages", State L&I 's form number F700-029-000. The City will make no payment under the contract for the work performed until this statement has been approved by State L&I and a copy of the approved form has been submitted to the Building Official.
 - 2. A copy of an approved "Affidavit of Prevailing Wages Paid", State L&I's form number F700-007-000. This form must be received by the Building Official before the completion date can be established. The City will not release to the Contractor any funds until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the Building Official.

The Contractor shall be responsible for requesting these forms from Washington State Department of Labor and Industries and for paying for any fees required by the Department of Labor and Industries.

- (e) Release of Bond. Bond shall be released by action of the City Council within thirty (30) days following acceptance of the asbestos removal by the Building Official.
- (f) The Contractor shall be responsible for making sure the property and structure is secure each day and upon completion of all work the structure is left in a secured manner.

The successful bidder, after approval by the Building Official of the City of Aberdeen, will be paid the contract price upon completion of the asbestos removal work.

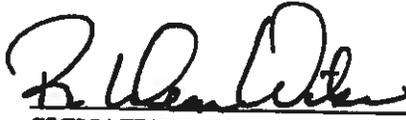
The bidding contractor state that he/she is familiar with this type of work, is a licensed contractor pursuant to the Laws of the State of Washington, and is capable of performing work under this contract and will, upon request, furnish proper references of such capability. The bidder agrees to prosecute the work on this project with such force as to secure its completion within the time specified. The allotted bid for the removal of the asbestos materials identified on the following sample summary is hereby put forth as follows:

DATE OF COMMENCEMENT OF REMOVAL 8/15/14
REMOVAL WILL BE COMPLETED BY: 8/31/16
ASBESTOS REMOVAL BID \$ 49,798.70
TAX (8.4%) 4,211.33
TOTAL \$ 53,010.02

PRINCIPAL PLACE OF BUSINESS:
BIDDER

136 S. FIRST ST.
MONTESSANO WA 98513

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


SIGNATURE OF BIDDER

NAME/ADDRESS/PHONE OF

KD&S ENVIRONMENTAL
PO BOX 312 MONTESSANO, WA
360.249.5540
KDSENE1951BL
CONTRACTOR'S REGISTRATION
NUMBER

16-05

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE CITY OF ABERDEEN REAL PROPERTY, OWNED BY THE CITY OF ABERDEEN, IN THE VICINITY OF CHARLEY CREEK, AND CONTIGUOUS TO THE CITY OF ABERDEEN, FOR MUNICIPAL PURPOSES.

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

SECTION 1. ANNEXATION FOR MUNICIPAL PURPOSES. The following described real property, as shown on Exhibit A attached to this ordinance, owned in fee simple by the city of Aberdeen and contiguous to the city's existing boundaries, is hereby annexed to the city of Aberdeen for municipal and public purposes pursuant to RCW 35.13.180:

A portion of Section 21, Township 17 North, Range 9 West of the Willamette Meridian, located in Grays Harbor County, state of Washington, more particularly described as follows:

PARCEL A

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21; EXCEPT that portion described as follows: Beginning at a point on the West line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, 250 feet South of the Northwest corner thereof; thence North 250 feet to said Northwest corner; thence East on the North line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, 610.3 feet, more or less, to its intersection with the Westerly line of the right of way owned by the city of Aberdeen; thence Southeasterly on the Westerly line of said road right of way extended Southeasterly 279.35 feet; thence West parallel with the North line of said Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 734.9 feet, more or less, to the point of beginning.

PARCEL B

Commencing at the Northwest corner of Section 21, T17N, R9W, WM, thence South on the West line of said section a distance of 116.51 feet; thence Southeasterly and in a straight line 1,354.37 feet more or less to the South line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, at a point 610.30 feet East from the Southwest corner of the

Northwest ¼ of the Northwest ¼; thence East on said South line of the Northwest ¼ of Northwest ¼ a distance of 67.21 feet; thence Northwesterly in a straight line 1,370.36 feet more or less to a point 60 feet from the West line of Section 21; thence North and parallel with the said West line 102.22 feet to the North line of Section 21; thence West along the North line of said section 60 feet to the place of beginning; being a strip of land 60 feet in width.

SECTION 2. INTERIM ZONING CONTROLS. Under the authority of RCW 35.63.200, all property within the territory annexed by this Ordinance is hereby zoned Industrial and shall be subject to all development regulations of the city of Aberdeen in effect at the time of annexation. These zoning controls are adopted on an interim basis and shall be in full force and effect no longer than six (6) months after the effective date of this section or until final zoning controls are adopted by the City Council, whichever should occur first. The city council shall hold a public hearing on the interim zoning controls at its regular meeting on Wednesday, August 24, 2016, at 7:15 PM. The city council finds that an interim designation of the annexation area as Industrial will allow for municipal uses consistent with adjacent city property and provide adequate time for the Planning Commission and City Council to review and adopt permanent zoning controls for the newly annexed area.

SECTION 3. DUTIES OF THE CITY CLERK. This annexation is a change in the boundary of the city of Aberdeen arising from the annexation of contiguous city-owned property held for a public purpose and is exempt from the filing, notice, and review requirements of RCW 36.93.090. The Finance Director shall file a certified copy of this Ordinance with the Grays Harbor County Board of Commissioners and shall file a certificate of annexation with the State Office of Financial Management as directed by RCW 35.13.260.

SECTION 4. ZONING MAP AMENDED. The City's zoning map is hereby amended to conform to the annexation approved in this Ordinance.

SECTION 5. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared

unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

SECTION 6. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 7. EFFECTIVE DATE. This ordinance shall take effect immediately upon its passage, signing, and publication.

PASSED and APPROVED this ____ day of _____, 2016.

Erik Larson, Mayor

ATTESTED:

Sandy Mullin, Acting Finance Director

Bill No. 16-05

Exhibit A

Map of Annexation Area

EXISTING CITY LIMITS

EXISTING CITY LIMITS

EXISTING CITY LIMITS

CHARLEY DR ROAD

ANNEXATION
AREA

176921230019
78.15 ACRES

LEGEND

- ANNEXATION AREA
- EXISTING CITY LIMITS

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2015 EDITIONS OF THE INTERNATIONAL EXISTING BUILDING CODE, THE INTERNATIONAL BUILDING CODE, THE INTERNATIONAL RESIDENTIAL CODE, THE INTERNATIONAL MECHANICAL CODE, THE UNIFORM PLUMBING CODE, THE INTERNATIONAL FIRE CODE, THE NATIONAL FUEL GAS CODE, THE INTERNATIONAL ENERGY CONSERVATION CODE (RESIDENTIAL), THE INTERNATIONAL ENERGY CONSERVATION CODE (COMMERCIAL), AND THE 2014 LIQUEFIED PETROLEUM GAS CODE, AMENDING CHAPTERS 15.04, 15.08, 15.12, AND 15.32, OF THE ABERDEEN MUNICIPAL CODE, BEING ORDINANCE 6361 AS AMENDED.

WHEREAS, the Building Official and the Fire Marshal have reviewed the 2015 editions of the uniform codes adopted by the state of Washington and have recommended that they be adopted by reference as the official building code of the city of Aberdeen while retaining the existing local amendments; **NOW, THEREFORE**,

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

SECTION 1. CODE SECTION AMENDED. Section 3 of Ordinance 6361, as amended by Ordinance 6544, codified as AMC 15.08.010, is hereby amended to read as follows:

The codes and standards identified in this section, as published by the International Code Council, are adopted by reference as amended herein as the official building code of the city of Aberdeen. One copy each of the codes adopted by reference shall be maintained at City Hall for use and examination by the public.

A. ICC/ANSI Standards A117-2009.

B. The ~~2012~~ 2015 Edition of the International Existing Building Code as adopted by WAC Sections 51-50-480000 through 51-50-481500.

C. The ~~2012~~ 2015 Edition of the International Building Code (IBC) as adopted by WAC Chapter 51-50 but excluding chapters 13, 27, 28, and 29 of the IBC which are not adopted, and including IBC Appendices E and J.

D. The ~~2012~~ 2015 Edition of International Residential Code (IRC), as adopted by WAC Chapter 51-51 (IRC) and the IRC Appendices B, C, F, and G, but with the following amendments and exclusions:

1. Section R105.2 of chapter 1, exemption from permits item 1, is amended to read as follows: One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, providing the floor area does not exceed 128 square feet (11.89 square meters);

2. Section R105.2 of chapter 1, exemption from permits item 10 (decks under 200 square feet and 30 inches above grade) is excluded and not adopted;
3. Section R105.3.1.1 of chapter 1 is excluded and not adopted;
4. Chapter 11 and chapters 25 through 42 are excluded and not adopted.
- E. The ~~2012~~ 2015 Edition of the International Energy Conservation Code (Residential) as adopted by Chapter 51-11R WAC and the ~~2012~~ 2015 Edition of the International Energy Conservation Code (Commercial) as adopted by Chapter 51-11C WAC.

SECTION 2. CODE SECTION AMENDED. Section 7 of Ordinance 6361 as amended by Ordinance 6544, codified as AMC 15.12.010, is hereby amended to read as follows:

The ~~2012~~ 2015 Edition of the International Mechanical Code (IMC) as adopted by Chapter 51-52 WAC is adopted by reference as the official mechanical code of the city of Aberdeen. One copy of the ~~2012~~ 2015 Edition of the IMC shall be maintained at City Hall for use and examination by the public.

SECTION 3. CODE SECTION AMENDED. Section 9 of Ordinance 6361, as amended by Ordinance 6544, codified as AMC 15.12.030, is hereby amended to read as follows:

A. The ~~2012~~ 2015 Edition of the International Fire Code (IFC) as adopted by Chapter 51-54A WAC, as amended by this Chapter, and including all of IFC Chapter 5 Section 503 Sections 503.1.1 through 503.4.1 and IFC Appendices B, C, D, H, I, ~~and J and K~~, is adopted as the official fire code of the city of Aberdeen. One copy of the IFC, ~~2012~~ 2015 Edition, shall be maintained at City Hall for use and examination by the public.

B. The following National Fire Prevention Association codes are adopted by reference:

1. 2015 National Fuel Gas Code (NFPA 54. ANSI Z223)
2. 2014 Liquefied Petroleum Gas Code (NFPA 58)

SECTION 4. CODE SECTION AMENDED. Section 10 of Ordinance 6361, as amended by Ordinance 6544, codified as AMC 15.12.040, is hereby amended to read as follows:

15.12.040 Amendments to the ~~2012~~ 2015 International Fire Code. The following amendments to the ~~2012~~ 2015 International Fire Code are adopted:

A. Section 108.1 is amended to read as follows: Board of appeals is established. The Building Code Commission shall have jurisdiction of all appeals of orders, decisions or determinations made by the fire code official relative to the application and interpretation of

this code. The rules of procedure established by the commission and chapter 2.32 AMC shall govern appeals under this code.

B. Section 108.3 is amended to read as follows: Special qualifications. The commission may select and appoint ex officio members who are qualified by experience and training to advise the commission on matters pertaining to hazards of fire, explosions, hazardous conditions, or fire protection systems, that require specialized knowledge or expertise. An ex officio member appointed by the commission shall have no vote on any matter before the commission and shall not be an employee of the city.

C. Section 109.3 is amended to read as follows: Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a gross misdemeanor, punishable by a fine of not more than five thousand dollars (\$5,000.00) or by imprisonment not exceeding one year, or both such fine and imprisonment. Each day that a violation exists after due notice has been served shall be deemed a separate offense.

D. Section 110.1 is amended to read as follows: General. If during the inspection of a premises, a building or structure or any building system, in whole or in part, constitutes a clear and inimical threat to human life, safety or health, the fire code official shall issue such notice or orders to remove or remedy the conditions as shall be deemed necessary in accordance with this section and Aberdeen Municipal Code Chapter 15.50. The fire code official shall refer the building to the building department for any repairs, alterations, remodeling, removing or demolition required.

E. Section 111.4 is amended to read as follows: Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be guilty of a civil infraction with maximum penalty and default amount of five hundred dollars (\$500.00) not including statutory assessments required by state law. The authority of the fire code official to issue infractions for violating stop work orders shall be in addition to any other civil or criminal penalty for violations of this code.

SECTION 5. CODE SECTION AMENDED. Section 12 of Ordinance 6361, as amended by ordinance 6544, codified as AMC 15.32.010, is hereby amended to read as follows:

The ~~2012~~ 2015 Edition of the Uniform Plumbing Code (UPC) as adopted by Chapter 51-56 WAC, with Appendices A, B, and I, but excluding Chapter 16 of the UPC which is not adopted, and including the requirements relating to venting and combustion air of fuel fired

appliances in Chapter 5 of the UPC and those portions of the UPC addressing building sewers, is hereby adopted by reference as the official plumbing code of the city of Aberdeen. One copy of the ~~2012~~ 2015 Edition of the Uniform Plumbing Code shall be maintained at City Hall for use and examination by the public.

SECTION 6. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

SECTION 7. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 8. EFFECTIVE DATE. This ordinance is curative and remedial, and intended to ensure that permits in Aberdeen are processed under the mandatory state uniform codes, and shall take apply retroactively to July 1, 2016, immediately upon its passage, signing, and publication.

PASSED and APPROVED this ____ day of July, 2016.

Erik Larson, Mayor

ATTESTED:

Mike Folkers, Finance Director

Bill 16 - 06

ORDINANCE NO. _____

AN ORDINANCE PROHIBITING THE LOCATION OF BULK CRUDE OIL STORAGE AND HANDLING FACILITIES IN THE CITY OF ABERDEEN, AMENDING 17.56.010 OF THE ABERDEEN MUNICIPAL CODE AND ADDING A NEW SECTION 17.56.075.

WHEREAS, the city council, having considered the report of the Planning Commission and the findings in support of the moratorium adopted in Resolution 2015-09; **NOW, THEREFORE**,

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

SECTION 1. CODE SECTION AMENDED. Ordinance 6026, in part, codified as AMC 17.56.010, is hereby amended to read as follows:

17.56.010 Purpose. This chapter contains supplementary regulations applicable to all zoning districts by providing for the location and control of certain accessory uses and structures and general prohibitions applicable to all zoning districts.

SECTION 2. NEW CODE SECTION ADOPTED. The following Section 17.56.075 "Storage of Crude Oil Prohibited" is hereby added to the Aberdeen Municipal Code:

A. Bulk crude oil storage and handling facilities shall not be located within the city limits of Aberdeen.

B. "Bulk crude oil storage and handling facility" means any structure, group of structures, equipment, or device that stores or transfers crude oil. The term does not include facilities that store and handle finished products derived from petroleum.

C. "Crude oil", "Crude", and "Crude Petroleum" mean any naturally occurring liquid petroleum extracted from geological formations beneath the earth's surface which require further refinement before consumer use, including conventional crude oil, heavy oil, extra heavy oil, tight oil, light tight oil, and oil sands/bitumen. The terms include material with USDOT placard numbers 1267 and 1288. The terms do not include biofuel.

SECTION 3. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared

unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

SECTION 4. PUBLICATION BY SUMMARY. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 5. EFFECTIVE DATE. This ordinance is hereby declared and designated a public emergency ordinance necessary for the protection of public health and safety and for the protection of public property and shall be effective immediately upon its adoption.

PASSED and APPROVED this ____ day of _____, 2016.

Erik Larson, Mayor

ATTESTED:

Sandy Mullin, Acting Finance Director