



ABERDEEN CITY COUNCIL

October 26, 2016

COUNCIL MEETING AGENDA

7:15 PM – 3rd Floor, City Hall

COMMITTEE OF THE WHOLE

- A. Guest Speakers
- B. Additions to Agenda
- C. Department Heads
 - 1. Finance - Budget Workshop
- 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
 - 1. This is the date set for public hearing on the 2017 budgeted revenue sources, including consideration of possible increases in property tax revenues.
 - D. Ordinances
 - 1. Second reading and date of public hearing of Bill No. 16-11 providing for the levy in 2016 upon all taxable property within the City of Aberdeen for all municipal purposes authorized by law and fixing the amount thereof.
- VII. PUBLIC WORKS
 - A. Committee Chair Report
 - B. Reports & Communication
 - 1. Report from Public Works and Public Works Director recommending that the City Council authorize the acceptance of grant funds in the amount of \$21,600 for the Southside Levee Recertification Project.

C. Ordinances

1. Second reading and date of public hearing of Bill No. 16-12 relating to reduced utility rates for low-income senior citizens and amending Sections 13.64.020 and 13.64.030 of the AMC.

VIII. PUBLIC SAFETY

A. Committee Chair Report

B. Reports & Communications

1. Report from Public Safety and the Fire Chief recommending that the Mayor and Finance Director be authorized to execute a Contract for Services with Fire District #10.
2. Report from Public Safety and the Fire Chief recommending that the Mayor and Finance Director be authorized to execute a Contract for Services with Fire District #15.
3. Report from Public Safety and the Fire Chief recommending that the Mayor and Finance Director be authorized to execute a Contract for Services with City of Cosmopolis.

IX. SPECIAL AGENDA ITEMS

A. Reports & Communication

1. Correspondence from LeMay Enterprises regarding annual increase for garbage and recycling.

B. Resolutions

1. Resolution by the Mayor and City Council on the subject of seeking 'Main Street Community' designation.
2. Resolution authorizing the Mayor and Finance Director to sign a labor agreement with APAU for 2017-2019.

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
NOTICE OF PUBLIC HEARING**

Notice is hereby given that the City of Aberdeen will hold a public hearing on the revenue sources for the 2017 Budget, including 2017 property tax revenues. The hearing will be held at 7:15 PM Wednesday, October 26, 2016 on the Third Floor, Aberdeen City Hall, 200 E. Market, Aberdeen, WA 98520. Any interested party is encouraged to attend.

Any questions about the public hearing should be addressed to Mike Folkers, Finance Director at (360) 537-3201 or email mfolkers@aberdeenwa.gov.

Publish October 11 & October 18.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE LEVY IN 2016 UPON ALL TAXABLE PROPERTY WITHIN THE CITY OF ABERDEEN FOR 2017 FOR ALL MUNICIPAL PURPOSES AUTHORIZED BY LAW AND FIXING THE AMOUNT THEREOF PURSUANT TO RCW 84.55.120.

WHEREAS, on October 26, 2016, after notice as required by law, the city council held a public hearing on revenue sources for the city's following year's current expense budget, including consideration of possible increases in property tax revenues;

WHEREAS, the city's annual levy amount from 2016 was \$2,908,524;

WHEREAS, the population of the city is more than 10,000;

WHEREAS, the city's assessed valuation for 2017 taxes of all taxable real and personal property for regular levy purposes within the city of Aberdeen is estimated to be \$ 885,434,472 and for special levy purposes \$ 881,704,301; **NOW, THEREFORE**,

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

1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2017 tax year. The dollar amount of the increase over the actual levy amount from the previous year shall be \$0 which is a percentage increase of zero (0%) from the previous year. This increase is exclusive of the special levy for collection in 2017 in the amount of \$76,541 for the 2002 Fire/Refunding Bonds previously approved by the citizens of Aberdeen; and additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

2. This Ordinance and the levies herein provided for shall be certified by the Finance Director of the City of Aberdeen to the proper officers of Grays Harbor County as provided by law.

PASSED and APPROVED this 9th day of November, 2016.

ATTESTED:

Erik Larson, Mayor

Mike Folkers, Finance Director

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MAYOR: Erik Larson

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

TO WHOM IT WAS REFERRED: Authorization to accept additional funds in the amount of \$21,600 for the Southside Levee Recertification project.

REPORTS AS FOLLOWS: The Public Works Department submitted a grant request to the Chehalis River Basin Flood Authority on August 12, 2016, for additional funds to complete the Southside Levee Recertification project. An initial Flood Authority grant for \$50,000 kicked off this project in late 2012. The original scope did not include a topographic survey by a Professional Land Surveyor which is required to finish the recertification. This grant would allow the City's recertification consultant to hire a Professional Land Surveyor to survey the levee as required for recertification.

The surveying is anticipated to take no longer than three weeks. Including administrative process and office time, the total duration to complete the project is anticipated to be less than three months. The work is estimated to cost \$18,000.00 to complete, with a contingency of 20% for unanticipated costs to complete the work and recertify the levee for a total grant amount of \$21,600.00. The Chehalis River Basin Flood Authority is the sole funding source for the work.

The Southside Levee provides not only protection from coastal and riverine flooding along Grays Harbor and the Chehalis River, but also critical financial relief by placing the area in a mapped Zone X per FEMA's Flood Insurance Rate Maps. Recertification of the levee will allow approximately 5,000 South Aberdeen and Cosmopolis residents to continue to benefit from the Zone X designation.

IT IS RECOMMENDED: That the City Council adopt the Committee's finding that Public Works be authorized to accept the grant funds and finalize the recertification process.

Rick Sangder
Public Works Director

Reported _____, 2016

Adopted _____, 2016

Kathi Hoder, Chair

Tawni Andrews, Vice-Chair

Alan Richrod, Member

Dee Anne Shaw, Member

Bill No. 16 - 12

ORDINANCE NO. _____

AN ORDINANCE RELATING TO REDUCED UTILITY RATES FOR LOW-INCOME SENIOR CITIZENS AND AMENDING SECTIONS 13.64.020 AND 13.64.030 OF THE ABERDEEN MUNICIPAL CODE.

WHEREAS, the eligibility standards for the city's low-income senior citizens utility rate discount were adopted by the city in 1998 and are now out of date;

WHEREAS, the city council has determined that the state Department of Social and Health Services "need standards for cash assistance" in WAC 388-478-0015 should replace the "monthly needs standard" in AMC 13.64.020 and 13.64.030; **NOW, THEREFORE**,

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

SECTION 1. CODE SECTION AMENDED. Ordinance 5741, as amended by Ordinance 6205, codified as AMC 13.64.020, is hereby amended to read as follows:

13.64.020 Eligibility.

A. A utility customer is eligible for the low-income senior citizen's reduced utility rate if the customer meets the following criteria:

1. The utility customer or his or her spouse must be sixty-five (65) years of age or older, as of December 1st of the year in which the application is submitted;

2. The total gross income or anticipated gross income from all sources for all persons residing in the household from December 1 of the preceding year to November 30 of the year the application is submitted, does not exceed the statewide monthly need standards for cash assistance as established by WAC ~~388-250-1250~~ 388-478-0015, as now or hereafter amended.

3. The utility customer has been a utility customer of the city of Aberdeen since January 1 of the applicable year.

4. The utility payments are fully paid up to date;

5. The living unit has an individual utility account with the city.

B. The rate reduction discount shall be applied only to the primary residence occupied by the person who meets the preceding criteria.

**Aberdeen Fire Department
Legislative Report**

Mr. Mayor;

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

To Whom Was Referred: Request authorization for the fire department to execute the approved EMS agreement with Grays Harbor Fire District 10.

Report As Follows: Resolution 2010-16 provides that “all fees and charges for non-residents residing in Fire Districts, municipal corporations, and other EMS service areas shall be set by interlocal agreements.” The proposed agreement for EMS services incorporates the non-resident transport rates and includes an availability charge. The department is recommending the proposed availability charge for 2017 be set at \$49,773.00 for Grays Harbor Fire District 10.

Recommend As Follows: That the Mayor and Finance Director are authorized to sign the approved contract for EMS service with Fire District 10 as detailed.

Tom Hubbard, Fire Chief

Public Safety Committee

Erik Larson, Mayor

Chairperson

Mike Folkers, Finance Director

Committee Member

Committee Member

Reported, 10/26/2016

Committee Member

Adopted _____ 2016

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF ABERDEEN**, a municipal corporation, hereinafter referred to as the “**CITY**”, and **GRAYS HARBOR FIRE DISTRICT NO. 10**, hereinafter referred to as the “**DISTRICT**”.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the District has been organized under the provisions of the laws of the State of Washington as a fire protection district, and desires to obtain advanced emergency medical services from the city;

WHEREAS, the city is willing and ready to furnish such service upon the terms and conditions hereinafter more particularly set forth; **NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. SERVICES. City agrees to respond to emergency medical calls within the District, excluding the following designated areas of the District:

East Hoquiam Road
Greenwood Road
Hoquiam/Wishkah cutoff Road (up to bridge)

City shall perform all necessary services in regard to responding to any such call. The services provided by City shall be subject to the prior right of the City to the use of any and all EMS personnel and equipment for the purpose of responding to EMS calls within the corporate limits of City and its other service areas. The officer in charge of the fire department, or any unit thereof, shall exercise his/her judgment, from the information received, as to the amount and type of equipment which may be needed in the District at the time information is received, that a medical emergency exists in said areas, the appropriate City equipment needed to respond, and the amount and type of equipment which may be spared from the City at the time. The City's determination of available resources and appropriate level of response are entirely within its sole discretion and no action or inaction on the part of such commanding officer of the fire department, or any unit thereof, shall create any liability against the City or such individual.

2. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall construe the City or any of its employees or agents to be the employees, agents, or representatives of the District. The City shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein.

3. COMPENSATION – PER CALL RATES. In consideration of the services to be rendered by the City during the period covered by this agreement, the District hereby agrees to pay to City the sum of Forty-Nine Thousand Seven Hundred Seventy Three Dollars

(\$49,773.00) per year. District shall make two semi-annual payments with the initial payment due June 30th, 2017 and the second on December 31, 2017.

The City may also charge and bill individual patients transported by the City at the current transport rates adopted by the Aberdeen city council.

4. COMPLIANCE WITH LAWS. The City, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and individuals to assure quality of services.

5. INDEMNIFICATION/HOLD HARMLESS – NO THIRD PARTY BENEFICIARIES. All services to be rendered or performed under this Agreement will be performed or rendered entirely at the City's own risk and City expressly agrees to indemnify and hold harmless District and all its officers agents, employees, or otherwise, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the City which result from, arise out of, or are in any way connected with the services to be performed by the City under this Agreement; PROVIDED, it is expressly understood and agreed that neither the City nor any of its officers, agents or employees shall be liable in damages to the District or to any resident thereof or property owner therein or to any third party for failure in the performance of this agreement in any respect.

6. TERMINATION. If either party fails to comply with the terms and conditions of this Agreement, the other party may immediately suspend or terminate this Agreement. The City may terminate this Agreement, without cause, upon giving ninety (90) days written notice of intent to terminate to the District. The District may terminate this Agreement, without cause, at any time upon written notice to the City. The City shall provide the District with a final invoice for services within 30 days of termination and the District's payment shall be due upon receipt of the City's invoice.

7. NOTICE AND CONTRACT ADMINISTRATION. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY: CITY OF ABERDEEN FIRE DEPT.
700 West Market Street
Aberdeen, WA 98520
Attention: Fire Chief

DISTRICT: GRAYS HARBOR FIRE DISTRICT #10
4660 Wishkah Road
Aberdeen, WA 98520
Attention: Chief/Commissioner

provided that the addresses hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

8. DURATION OF AGREEMENT. This Agreement shall be in force and in effect from the date of execution through December 31, 2017, unless extended by mutual agreement of the parties.

9. ENTIRE AGREEMENT. This Agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

DATED: _____, 2016.

G. H. FIRE DISTRICT #10

CITY OF ABERDEEN

Fire Commissioner

Hon. Erik Larson, Mayor

Fire Commissioner

Attest:

Mike Folkers, Finance Director

Fire Commissioner

**Aberdeen Fire Department
Legislative Report**

Mr. Mayor;

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

To Whom Was Referred: Request authorization for the fire department to execute the approved EMS agreement with Grays Harbor Fire District 15.

Report As Follows: Resolution 2010-16 provides that “all fees and charges for non-residents residing in Fire Districts, municipal corporations, and other EMS service areas shall be set by interlocal agreements.” The proposed agreement for EMS services incorporates the non-resident transport rates and includes an availability charge. The department is recommending the proposed availability charge for 2017 be set at \$13,168.00 for Grays Harbor Fire District 15.

Recommend As Follows: That the Mayor and Finance Director are authorized to sign the approved contract for EMS services as detailed.

Tom Hubbard, Fire Chief

Public Safety Committee

Erik Larson, Mayor

Chairperson

Mike Folkers, Finance Director

Committee Member

Committee Member

Reported, 10/26/2016

Committee Member

Adopted _____ 2016



CITY OF ABERDEEN FIRE DEPARTMENT

Tom Hubbard, Fire Chief Rich Malizia, Assistant Chief

October 26, 2016

Grays Harbor Fire District 15
PO Box 399
Cosmopolis, WA 98537
Attention: Fire Chief and Commissioners

RE: 2017 Emergency Medical Services Agreement

Dear Grays Harbor Fire District 15,

The current EMS Agreement is due to expire on December 31, 2016. I have enclosed two copies of the proposed 2017 agreement for emergency medical services. If approved, please return a signed agreement back to the City of Aberdeen.

Mayor Larson is recommending to the Aberdeen City Council that our existing EMS rate structure for 2016 be maintained for 2017. Therefore, there will not be an increase in the availability fee charged to Fire District 15 for 2017.

For 2017, Fire District 15's availability fee would be set at \$13,168.00 dollars.

If you have any questions or require additional information please contact me at 360-537-3262.

Respectfully,

Tom Hubbard, Fire Chief

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF ABERDEEN**, a municipal corporation, hereinafter referred to as the “**CITY**”, and **GRAYS HARBOR FIRE DISTRICT NO. 15**, hereinafter referred to as the “**DISTRICT**”.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, the District has been organized under the provisions of the laws of the State of Washington as a fire protection district, and desires to obtain advanced emergency medical services from the city;

WHEREAS, the city is willing and ready to furnish such service upon the terms and conditions hereinafter more particularly set forth; **NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

- 1. SERVICES.** City agrees to respond to emergency medical calls within the District, excluding boundaries beyond the Grays Harbor County line.” City shall perform all necessary services in regard to responding to any such call. The services provided by City shall be subject to the prior right of the City to the use of any and all EMS personnel and equipment for the purpose of responding to EMS calls within the corporate limits of City and its other service areas. The officer in charge of the fire department, or any unit thereof, shall exercise his/her judgment, from the information received, as to the amount and type of equipment which may be needed in the District at the time information is received, that a medical emergency exists in said areas, the appropriate City equipment needed to respond, and the amount and type of equipment which may be spared from the City at the time. The City’s determination of available resources and appropriate level of response are entirely within its sole discretion and no action or inaction on the part of such commanding officer of the fire department, or any unit thereof, shall create any liability against the City or such individual.
- 2. INDEPENDENT CONTRACTOR.** Nothing in this Agreement shall construe the City or any of its employees or agents to be the employees, agents, or representatives of the District. The City shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein.
- 3. COMPENSATION – PER CALL RATES.** In consideration of the services to be rendered by the City during the period covered by this agreement, the District hereby agrees to pay to City the sum of Thirteen Thousand One Hundred Sixty Eight Dollars (\$13,168.00) per year. District shall make two semi-annual payments with the initial payment due June 30, 2017 and the second on December 31, 2017. The City may also charge and bill individual EMS patients transported by the City at the current rates adopted by the Aberdeen city council.
- 4. COMPLIANCE WITH LAWS.** The City, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including

standards for licensing, certification, and operation of facilities, programs, and individuals to assure quality of services.

5. INDEMNIFICATION/HOLD HARMLESS – NO THIRD PARTY BENEFICIARIES. All services to be rendered or performed under this Agreement will be performed or rendered entirely at the City's own risk and City expressly agrees to indemnify and hold harmless District and all its officers agents, employees, or otherwise, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the City which result from, arise out of, or are in any way connected with the services to be performed by the City under this Agreement; PROVIDED, it is expressly understood and agreed that neither the City nor any of its officers, agents or employees shall be liable in damages to the District or to any resident thereof or property owner therein or to any third party for failure in the performance of this agreement in any respect.

6. TERMINATION. If either party fails to comply with the terms and conditions of this Agreement, the other party may immediately suspend or terminate this Agreement. The City may terminate this Agreement, without cause, upon giving ninety (90) days written notice of intent to terminate to the District. The District may terminate this Agreement, without cause, at any time upon written notice to the City. The City shall provide the District with a final invoice for services within 30 days of termination and the District's payment shall be due upon receipt of the City's invoice.

7. NOTICE AND CONTRACT ADMINISTRATION. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

CITY: CITY OF ABERDEEN FIRE DEPT.
700 West Market Street
Aberdeen, WA 98520
Attention: Fire Chief

DISTRICT: GRAYS HARBOR FIRE DISTRICT #15
Post Office Box 399
Cosmopolis, WA 98537
Attention: Fire Chief/Commissioner

provided that the addresses hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

8. DURATION OF AGREEMENT. This Agreement shall be in force and in effect from the date of execution through December 31, 2017, unless extended by mutual agreement of the parties.

9. **ENTIRE AGREEMENT.** This Agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

DATED: _____, 2016.

G. H. FIRE DISTRICT #15

CITY OF ABERDEEN

Fire Commissioners

Hon. Erik Larson, Mayor

Fire Commissioners

Attest: Mike Folkers, Finance Director

Fire Commissioners

**Aberdeen Fire Department
Legislative Report**

Mr. Mayor;

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

To Whom Was Referred: Request authorization for the fire department to execute the approved EMS agreement with the City of Cosmopolis.

Report As Follows: Resolution 2010-16 provides that “all fees and charges for non-residents residing in Fire Districts, municipal corporations, and other EMS service areas shall be set by Interlocal agreements.” The proposed agreement for EMS services incorporates the non-resident transport rates and includes an availability charge. The department is recommending the proposed availability charge for 2017 be set at \$65,528.00 for the City of Cosmopolis.

Recommend As Follows: That the Mayor and Finance Director are authorized to sign the contract for EMS services as detailed.

Tom Hubbard, Fire Chief

Erik Larson, Mayor

Mike Folkers, Finance Director

Reported, 10/26//2016

Adopted _____ 2016

Public Safety Committee

Chairperson

Committee Member

Committee Member

Committee Member



CITY OF ABERDEEN FIRE DEPARTMENT

Tom Hubbard, Fire Chief

Rich Malizia, Assistant Chief

October 17, 2016

Mayor Frank Chestnut
PO Box 2007
Cosmopolis, WA 98537

RE: 2017 Emergency Medical Services Agreement

Dear Mayor Chestnut,

The current EMS Agreement is due to expire on December 31, 2016. I have enclosed two copies of the proposed 2017 agreement for emergency medical services. If approved by your council, please return a signed agreement back to the City of Aberdeen.

Mayor Larson is recommending to the Aberdeen City Council that our existing EMS rate structure for 2016 be maintained for 2017. Therefore, there will not be an increase in the availability fee charged to the City of Cosmopolis for 2017.

For 2017, the City of Cosmopolis EMS availability fee would be set at \$65,528.00 dollars.

If you have questions or require additional information please contact me at 360-537-3262.

Respectfully,

Tom Hubbard, Fire Chief

EMERGENCY MEDICAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF ABERDEEN**, a municipal corporation, hereinafter referred to as “**ABERDEEN**”, and the **CITY OF COSMOPOLIS**, a municipal corporation, hereinafter referred to as “**COSMOPOLIS**”.

WITNESSETH: It is hereby covenanted and agreed as follows:

WHEREAS, Cosmopolis desires to obtain advanced emergency medical services from Aberdeen and Aberdeen is willing and ready to furnish such service upon the terms and conditions hereinafter more particularly set forth; **NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performance contained herein, the parties hereto agree as follows:

1. **SERVICES.** Aberdeen agrees to respond to emergency medical calls within the city limits of Cosmopolis. Aberdeen shall perform all necessary services in regard to responding to any such call.

The services provided by Aberdeen shall be subject to the prior right of Aberdeen to the use of any and all EMS personnel and equipment for the purpose of responding to EMS calls within the corporate limits of Aberdeen and its other service areas. The officer in charge of the fire department, or any unit thereof, shall exercise his/her judgment, from the information received, as to the amount and type of equipment which may be needed in Cosmopolis at the time information is received, that a medical emergency exists in said areas, the appropriate Aberdeen equipment needed to respond, and the amount and type of equipment which may be spared from Aberdeen at the time. Aberdeen's determination of available resources and appropriate level of response are entirely within its sole discretion and no action or inaction on the part of such commanding officer of the fire department, or any unit thereof, shall create any liability against Aberdeen or such individual.

2. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement shall construe Aberdeen or any of its employees or agents to be the employees, agents, or representatives of Cosmopolis. Aberdeen shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein.

3. **COMPENSATION – PER CALL RATES.** In consideration of the services to be rendered by Aberdeen during the period covered by this agreement, Cosmopolis hereby agrees to pay to Aberdeen the sum of Sixty Five Thousand Five Hundred Twenty Eight Dollars (\$65,528.00) per year. Cosmopolis shall make four quarterly payments with the initial payment due by March 31, 2017, the second on June 30, 2017, the third on September 30th 2017, and the fourth on December 31st 2017. The City may also charge and bill individual EMS patients transported by the City at the current rates adopted by the Aberdeen city council.

4. COMPLIANCE WITH LAWS. Aberdeen, in performance of this Agreement, agrees to comply with all applicable Federal, State, and local laws or ordinances, including standards for licensing, certification, and operation of facilities, programs, and individuals to assure quality of services.

5. INDEMNIFICATION/HOLD HARMLESS – NO THIRD PARTY BENEFICIARIES. All services to be rendered or performed under this Agreement will be performed or rendered entirely at Aberdeen’s own risk and Aberdeen expressly agrees to indemnify and hold harmless Cosmopolis and all its officers agents, employees, or otherwise, from any and all liability, loss or damage that it may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against Aberdeen which result from, arise out of, or are in any way connected with the services to be performed by Aberdeen under this Agreement; PROVIDED, it is expressly understood and agreed that neither Aberdeen nor any of its officers, agents or employees shall be liable in damages to Cosmopolis or to any resident thereof or property owner therein or to any third party for failure in the performance of this agreement in any respect.

6. TERMINATION. If either party fails to comply with the terms and conditions of this Agreement, the other party may immediately suspend or terminate this Agreement. Aberdeen may terminate this Agreement, without cause, upon giving ninety (90) days written notice of intent to terminate to Cosmopolis. Cosmopolis may terminate this Agreement, without cause, at any time upon written notice to Aberdeen. Aberdeen shall provide Cosmopolis with a final invoice for services within 30 days of termination and payment from Cosmopolis shall be due upon receipt.

7. NOTICE AND CONTRACT ADMINISTRATION. Any official notice that either party hereto desires to give the other shall be deemed delivered upon deposit thereof in the United States mail by certified mail, return receipt requested, with postage thereon fully prepaid, addressed as follows:

ABERDEEN: CITY OF ABERDEEN FIRE DEPT.
700 West Market Street
Aberdeen, WA 98520
Attention: Fire Chief

COSMOPOLIS: CITY OF COSMOPOLIS
PO Box 2007
Cosmopolis, WA 98537
Attention: Hon. Frank Chestnut, Mayor

provided that the addresses hereinabove specified may be changed by either party hereto by giving written notice thereof to the other pursuant to this paragraph.

8. DURATION OF AGREEMENT. This Agreement shall be in force and in effect from the date of execution through December 31, 2017, unless extended by mutual agreement of the parties.

9. ENTIRE AGREEMENT. This Agreement is the complete expression of the terms of hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties.

DATED: _____, 2016.

CITY OF COSMOPOLIS

CITY OF ABERDEEN

Hon. Frank Chestnut, Mayor

Hon. Erik Larson, Mayor

Attest:

Attest:

Cheryl Turner, Finance Director

Mike Folkers, Finance Director

COPY



HAROLD LEMAY ENTERPRISES, INC.

4201 Olympic Hwy, Aberdeen, WA 98520

Phone 360-533-1251

October 4, 2016

Mayor and Council Members
City of Aberdeen
Market and I Street
Aberdeen, WA 985620

Re: Garbage and Curbside Recycling Contract, Annual Increase

Dear Mayor Larson and council member

The Company is requesting the garbage and recycling rates to be increased effective January 1, 2017 pursuant to item 15 of the Garbage and Curbside Recycling Contract.

The Consumer Price Index for one year ending June 2016 has increased 2.22%. The contract allows 60% of the CPI for a 1.33% increase in the existing rates and the pass through of any disposal increase.

CPI adjustments require the County to increase the disposal fee at the Central Transfer Station effective January 1, 2017. The disposal fee will increase by \$1.53 a ton. The current rate of \$95.20 per ton will change to \$96.73 per ton.

If you have any questions or would like to discuss the increase, we would be happy to meet at your convenience. I can be reach at (360) 533-8286 or rogers@wasteconnections.com. It's always a pleasure working with you.

Your consideration is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Roger Swalander", is written over the typed name.

Roger Swalander
Lemay Aberdeen – Site Manager

Cc: Jeff Harwood, Alex Johnson, John Spevak, Dan Schooler, Tom Rupert, Delroy Cox

Aberdeen Rate Worksheet

2017

Current Gate Rate \$ 95.20
 New Gate Rate \$ 96.73
 Gate Rate Increase \$ 1.53
 Per Pound Increase 0.0008

CPI 2.22%
 City % of CPI 60%
 Adjusted CPI 0.0133

Item I. <u>Residential Service</u>	Current Rate	Adjustments			Proposed Rate	Summary	
		CPI	Disposal	Other Adj		Total Adj	Delta %
65/30 Gallon Monthly	\$ 9.18	\$ 0.12	\$ 0.03		\$ 9.33	\$ 0.15	1.61%
65 Gallon Monthly	\$ 13.38	\$ 0.18	\$ 0.05		\$ 13.61	\$ 0.23	1.71%
65 Gallon EOW	\$ 20.66	\$ 0.27	\$ 0.11		\$ 21.05	\$ 0.39	1.87%
65 Gallon Weekly	\$ 33.44	\$ 0.44	\$ 0.22		\$ 34.11	\$ 0.67	1.99%
Additional 65 Gallon (each)	\$ 8.56	\$ 0.11	\$ 0.05		\$ 8.73	\$ 0.17	1.93%
90 Gallon Monthly	\$ 15.11	\$ 0.20	\$ 0.08		\$ 15.39	\$ 0.28	1.84%
90 Gallon EOW	\$ 29.41	\$ 0.39	\$ 0.17		\$ 29.96	\$ 0.56	1.90%
90 Gallon Weekly	\$ 46.17	\$ 0.61	\$ 0.33		\$ 47.11	\$ 0.95	2.05%
Additional 95 Gallon (each)	\$ 12.74	\$ 0.17	\$ 0.08		\$ 12.98	\$ 0.25	1.93%
Return Trip	\$ 14.18	\$ 0.19			\$ 14.37	\$ 0.19	1.33%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.40	\$ 0.06	\$ 0.03		\$ 4.48	\$ 0.08	1.91%
Pre-paid bags	\$ 4.40	\$ 0.06	\$ 0.03		\$ 4.48	\$ 0.08	1.91%
Item II.							
<u>Commercial Cart Service</u>							
65 Gallon EOW	\$ 20.66	\$ 0.27	\$ 0.11		\$ 21.05	\$ 0.39	1.87%
65 Gallon Weekly	\$ 33.44	\$ 0.44	\$ 0.22		\$ 34.11	\$ 0.67	1.99%
90 Gallon EOW	\$ 29.41	\$ 0.39	\$ 0.17		\$ 29.96	\$ 0.56	1.90%
90 Gallon Weekly	\$ 46.17	\$ 0.61	\$ 0.33		\$ 47.11	\$ 0.95	2.05%
Return Trip	\$ 14.03	\$ 0.08			\$ 14.11	\$ 0.08	0.57%
Extra Unit [can, bag, box] (30 Gallon)	\$ 4.40	\$ 0.06	\$ 0.03		\$ 4.48	\$ 0.08	1.91%
Cart roll out charge							
Each 50 ft increment service monthly	\$ 1.24	\$ 0.02			\$ 1.26	\$ 0.02	1.33%
Each 50 ft increment service EOW	\$ 2.48	\$ 0.03			\$ 2.51	\$ 0.03	1.33%
Each 50 ft increment service weekly	\$ 4.97	\$ 0.07			\$ 5.04	\$ 0.07	1.33%
Item III.							
<u>Permanent Commercial Container Service</u>							
1 cubic yard box							
One pickup per week	\$ 87.90	\$ 1.17	\$ 0.62		\$ 89.69	\$ 1.79	2.04%
Each additional dump per week	\$ 85.76	\$ 1.14	\$ 0.62		\$ 87.53	\$ 1.76	2.06%
Special or Additional pickup each	\$ 30.13	\$ 0.40	\$ 0.14		\$ 30.67	\$ 0.54	1.81%
1.5 cubic yard box							
One pickup per week	\$ 134.83	\$ 1.79	\$ 0.94		\$ 137.56	\$ 2.73	2.02%
Each additional dump per week	\$ 126.92	\$ 1.69	\$ 0.94		\$ 129.54	\$ 2.62	2.07%
Special or Additional pickup each	\$ 44.12	\$ 0.59	\$ 0.22		\$ 44.92	\$ 0.80	1.82%
2 cubic yard box							
One pickup per week	\$ 169.43	\$ 2.25	\$ 1.25		\$ 172.93	\$ 3.50	2.07%
Each additional dump per week	\$ 158.19	\$ 2.10	\$ 1.25		\$ 161.54	\$ 3.35	2.12%
Special or Additional pickup each	\$ 52.52	\$ 0.70	\$ 0.29		\$ 53.51	\$ 0.99	1.88%
3 cubic yard box							
One pickup per week	\$ 250.11	\$ 3.33	\$ 1.87		\$ 255.31	\$ 5.20	2.08%
Each additional dump per week	\$ 230.00	\$ 3.06	\$ 1.87		\$ 234.93	\$ 4.93	2.14%
Special or Additional pickup each	\$ 78.13	\$ 1.04	\$ 0.43		\$ 79.60	\$ 1.47	1.88%

4 cubic yard box							
One pickup per week	\$ 338.56	\$ 4.50	\$ 2.50	\$ 345.56	\$ 7.00	2.07%	
Each additional dump per week	\$ 307.84	\$ 4.09	\$ 2.50	\$ 314.43	\$ 6.59	2.14%	
Special or Additional pickup each	\$ 105.03	\$ 1.40	\$ 0.58	\$ 107.00	\$ 1.97	1.88%	
6 cubic yard box							
One pickup per week	\$ 480.91	\$ 6.40	\$ 3.74	\$ 491.05	\$ 10.14	2.11%	
Each additional dump per week	\$ 437.07	\$ 5.81	\$ 3.74	\$ 446.62	\$ 9.56	2.19%	
Special or Additional pickup each	\$ 146.62	\$ 1.95	\$ 0.86	\$ 149.44	\$ 2.81	1.92%	
8 cubic yard box							
One pickup per week	\$ 631.35	\$ 8.40	\$ 4.99	\$ 644.73	\$ 13.39	2.12%	
Each additional dump per week	\$ 600.52	\$ 7.99	\$ 4.99	\$ 613.50	\$ 12.98	2.16%	
Special or Additional pickup each	\$ 189.90	\$ 2.53	\$ 1.15	\$ 193.58	\$ 3.68	1.94%	

Temporary Commercial Container Service

1 yard temporary service

Delivery	\$ 35.59	\$ 0.47		\$ 36.06	\$ 0.47	1.33%	
Rent per day	\$ 0.50	\$ 0.01		\$ 0.50	\$ 0.01	1.33%	
Each pickup	\$ 44.12	\$ 0.59	\$ 0.14	\$ 44.85	\$ 0.73	1.66%	

1.5 yard temporary service

Delivery	\$ 35.59	\$ 0.47		\$ 36.06	\$ 0.47	1.33%	
Rent	\$ 0.50	\$ 0.01		\$ 0.50	\$ 0.01	1.33%	
Each pickup	\$ 44.12	\$ 0.59	\$ 0.22	\$ 44.92	\$ 0.80	1.82%	

2 yard temporary service

Delivery	\$ 45.76	\$ 0.61		\$ 46.37	\$ 0.61	1.33%	
Rent	\$ 0.62	\$ 0.01		\$ 0.63	\$ 0.01	1.33%	
Each pickup	\$ 52.52	\$ 0.70	\$ 0.29	\$ 53.51	\$ 0.99	1.88%	

3 yard temporary service

Delivery	\$ 45.76	\$ 0.61		\$ 46.37	\$ 0.61	1.33%	
Rent	\$ 0.96	\$ 0.01		\$ 0.97	\$ 0.01	1.33%	
Each pickup	\$ 78.13	\$ 1.04	\$ 0.43	\$ 79.60	\$ 1.47	1.88%	

4 yard temporary service

Delivery	\$ 45.76	\$ 0.61		\$ 46.37	\$ 0.61	1.33%	
Rent	\$ 1.12	\$ 0.01		\$ 1.13	\$ 0.01	1.33%	
Each pickup	\$ 105.02	\$ 1.40	\$ 0.58	\$ 106.99	\$ 1.97	1.88%	

6 yard temporary service

Delivery	\$ 45.76	\$ 0.61		\$ 46.37	\$ 0.61	1.33%	
Rent	\$ 1.69	\$ 0.02		\$ 1.71	\$ 0.02	1.33%	
Each pickup	\$ 146.62	\$ 1.95	\$ 0.86	\$ 149.44	\$ 2.81	1.92%	

8 yard temporary service

Delivery	\$ 45.76	\$ 0.61		\$ 46.37	\$ 0.61	1.33%	
Rent	\$ 1.96	\$ 0.03		\$ 1.99	\$ 0.03	1.33%	
Each pickup	\$ 189.89	\$ 2.53	\$ 1.15	\$ 193.57	\$ 3.68	1.94%	

Customer Owned Compactor

4 cubic yard customer-owned compactor

One pickup per month	\$ 163.52	\$ 2.17	\$ 1.73	\$ 167.42	\$ 3.90	2.39%	
Each additional pickup	\$ 172.93	\$ 2.30	\$ 1.73	\$ 176.96	\$ 4.03	2.33%	

6 cubic yard customer-owned compactor

Each additional pickup per week	\$ 251.79	\$ 3.35	\$ 2.59	\$ 257.73	\$ 5.94	2.36%	
Each additional pickup	\$ 262.05	\$ 3.49	\$ 2.59	\$ 268.13	\$ 6.08	2.32%	

Access Fee Weekly (Monthly Charge)	\$ 8.80	\$ 0.12	\$ 8.92	\$ 0.12	1.33%
Access Fee EOW (Monthly Charge)	\$ 4.41	\$ 0.06	\$ 4.46	\$ 0.06	1.33%
Access Fee 2x Weekly (Monthly Charge)	\$ 17.62	\$ 0.23	\$ 17.85	\$ 0.23	1.33%
Lock Fee (each)	\$ 5.08	\$ 0.07	\$ 5.15	\$ 0.07	1.33%
Cable Fee (each)	\$ 10.17	\$ 0.14	\$ 10.30	\$ 0.14	1.33%
Return Trips, Containers	\$ 27.76	\$ 0.37	\$ 28.13	\$ 0.37	1.33%
Add'l Yard	\$ 30.13	\$ 0.40	\$ 44.85	\$ 0.54	1.81%

Item IV.

Permanent Drop Box

10/20 cubic yard drop box					
First haul each month	\$ 196.10	\$ 2.61	\$ 198.71	\$ 2.61	1.33%
Each additional haul	\$ 131.67	\$ 1.75	\$ 133.42	\$ 1.75	1.33%
30 cubic yard drop box					
First haul each month	\$ 270.09	\$ 3.59	\$ 273.68	\$ 3.59	1.33%
Each additional haul	\$ 167.60	\$ 2.23	\$ 169.83	\$ 2.23	1.33%
40 cubic yard drop box					
First haul each month	\$ 345.69	\$ 4.60	\$ 350.29	\$ 4.60	1.33%
Each additional haul	\$ 235.53	\$ 3.13	\$ 238.67	\$ 3.13	1.33%

Temporary Drop Box

10/20 cubic yard drop box					
Delivery	\$ 50.84	\$ 0.68	\$ 51.52	\$ 0.68	1.33%
Rent per day	\$ 5.33	\$ 0.07	\$ 5.40	\$ 0.07	1.33%
Each pickup	\$ 134.70	\$ 1.79	\$ 136.50	\$ 1.79	1.33%
30 cubic yard drop box					
Delivery	\$ 50.84	\$ 0.68	\$ 51.52	\$ 0.68	1.33%
Rent per day	\$ 6.46	\$ 0.09	\$ 6.54	\$ 0.09	1.33%
Each pickup	\$ 177.77	\$ 2.36	\$ 180.13	\$ 2.36	1.33%
40 cubic yard drop box					
Delivery	\$ 50.84	\$ 0.68	\$ 51.52	\$ 0.68	1.33%
Rent per day	\$ 7.30	\$ 0.10	\$ 7.40	\$ 0.10	1.33%
Each pickup	\$ 247.73	\$ 3.29	\$ 251.02	\$ 3.29	1.33%

Customer owned compactor

20 cubic yard compactor drop box					
Each scheduled pickup	\$ 178.47	\$ 2.37	\$ 180.85	\$ 2.37	1.33%
Special pickup	\$ 184.35	\$ 2.45	\$ 186.80	\$ 2.45	1.33%
30 cubic yard compactor drop box					
Each scheduled pickup	\$ 216.64	\$ 2.88	\$ 219.52	\$ 2.88	1.33%
Special pickup	\$ 226.88	\$ 3.02	\$ 229.90	\$ 3.02	1.33%
40 cubic yard compactor drop box					
Each scheduled pickup	\$ 242.51	\$ 3.23	\$ 245.73	\$ 3.23	1.33%
Special pickup	\$ 252.46	\$ 1.22	\$ 253.68	\$ 1.22	0.48%
Drop box lids per month	\$ 13.47	\$ 0.18	\$ 13.65	\$ 0.18	1.33%
Disposal rate per ton	\$ 95.20	\$ 1.53	\$ 96.73	\$ 1.53	1.61%

ITEM V.

Miscellaneous

Small Appliances, Furniture, etc	\$ 26.66	\$ 0.35	\$ 27.02	\$ 0.35	1.33%
Large Appliances, Refrigerators, Freezers	\$ 61.97	\$ 0.82	\$ 62.79	\$ 0.82	1.33%
Special haul rate packer-load & travel time	\$ 64.73	\$ 0.86	\$ 65.59	\$ 0.86	1.33%

RESOLUTION No. 2016 - __

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ABERDEEN, WASHINGTON, ON THE SUBJECT OF SEEKING 'MAIN STREET COMMUNITY' DESIGNATION FROM THE WASHINGTON STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC PRESERVATION.

WHEREAS, the City of Aberdeen is the urban and commercial heart of Grays Harbor County, and Aberdeen's traditional downtown commercial business district is highly valued as the region's common ground; and

WHEREAS, in 1977, concerned about continuing threats to traditional commercial architecture in economically declining downtowns across America, the National Trust for Historic Preservation launched the Main Street Project; and

WHEREAS, since 1984, the Washington State Main Street Program has been helping communities revitalize the economy, appearance, and image of their traditional downtown commercial districts using the Main Street Four-Point Approach®; and

WHEREAS, on August 27, 1992 Aberdeen's public and private sectors joined forces to form the non-profit Aberdeen Main Street Association (now Aberdeen Revitalization Movement) founded solely for the purpose of participating in Washington State's Main Street Program; and

WHEREAS, on March 10, 2010 the City of Aberdeen adopted a Historic Preservation Ordinance and in 2011 became a Certified Local Government for Historic Preservation thus paving a way for public and private institutions and individuals to work together to preserve, enhance and revitalize Aberdeen's traditional downtown commercial business district; and

WHEREAS, the City of Aberdeen embraces the Main Street Four-Point Approach® to preservation-based economic development in order to revitalize Aberdeen's traditional downtown business district by leveraging local assets - from historic, cultural, and architectural resources to local enterprises, community spirit and civic pride. **NOW, THEREFORE,**

BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN: that the City of Aberdeen support and partner with the Aberdeen Revitalization Movement in meeting the requirements of becoming a Washington State Main Street Community.

PASSED and APPROVED on October 26, 2016.

/s/
Mike Folkers, Finance Director

/s/
Erik Larson, Mayor

RESOLUTION No. 2016 - ____

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO EXECUTE A LABOR CONTRACT WITH THE ABERDEEN POLICE ADMINISTRATORS UNION FOR THE YEARS 2017 THROUGH 2019.

WHEREAS, the current labor contract between the Aberdeen Police Administrators Union and the City will expire on December 31, 2016;

WHEREAS, the union has voted to approve the tentative agreement reached with the Mayor's bargaining team for a new labor contract effective January 1, 2017, through December 31, 2019; **NOW, THEREFORE,**

BE IT RESOLVED BY THE CITY OF ABERDEEN: That the Mayor and Finance Director are hereby authorized to execute a labor contract with the Aberdeen Police Administrators Union, effective January 1, 2017, through December 31, 2019, consistent with the Tentative Agreement dated October 17, 2016.

PASSED and APPROVED this ____ day of _____, 2016.

Erik Larson, Mayor

ATTESTED:

Mike Folkers, Finance Director