



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

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

**To listen to this meeting:**

**DAY/DATE:** Wednesday June 24, 2020  
**TIME:** 7:00 PM (Meeting will be called to order at 7:15 PM)  
**DIAL-IN NUMBER:** (425) 585-6257  
**ACCESS CODE:** 618-313-093 # (you must include the # symbol)

For the immediate future under the Order and associated Guidance, the City Council meeting will not include public comment periods. **If you wish to submit any comments in advance, please email your comments to the City Clerk at [cfrederickson@aberdeenwa.gov](mailto:cfrederickson@aberdeenwa.gov) and they will be provided to City Council.** Please be sure to put “CITY COUNCIL PUBLIC COMMENT” in the subject line.

The City of Aberdeen requests that you provide your full name. If you reside in Aberdeen, please also include your Ward Number; if you do not reside in Aberdeen please let us know where you live.

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## ABERDEEN CITY COUNCIL

June 24, 2020

### COUNCIL MEETING AGENDA

7:15 PM – Via Telephonically

### COMMITTEE OF THE WHOLE

- A. Department Heads
- B. Mayor's Report
- C. Non-Standing Committee Reports

### COUNCIL MEETING

#### I. ROLL CALL

#### II. APPROVAL OF MINUTES

#### III. ADDITIONS / DELETIONS

#### IV. PUBLIC COMMENT SUBMITTED TO CITY CLERK ON ALL TOPICS

#### V. EXECUTIVE SESSION

#### VI. FINANCE COMMITTEE

- A. Committee Chair Report
- B. Approval of expenditures
  - 1. Recommend approval of expenditures and payroll.
- C. Public Hearings
- D. Reports & Communications
  - 1. Report from Finance and the Parks Director recommending that the City Council authorize the Parks Director to reimburse 2020 Lodging Tax Grant recipients that incurred expenses before March 23, 2020, that are in compliance with the terms of their LTAC Grant Contract.
  - 2. Report from Finance and the Community Development Director recommending that the Mayor be authorized to execute a contract amendment for a total not to exceed \$124,658 of additional funding with COATES Design Architects.
  - 3. Report from Finance and the Interim Assistant Finance Director recommending that the City Council accept the proposed contract from Matrix Networks for support services totaling three (3) years and authorize the Mayor to sign all necessary documents.
- E. Resolutions
- F. Ordinances

#### VII. PUBLIC WORKS

- A. Committee Chair Report
- B. Public Hearings
- C. Reports & Communication

1. Report from Public Works and the Public Works Director recommending that the City Council shall authorize the Public Works Department to purchase a portable Chopper Pump from the Vaughan Co., Inc. for \$11,500 from Storm Water Funds.
2. Report from Public Works and the Public Works Director recommending that the City Council shall authorize the sole source procurement of Allen-Bradley industrial control hardware for a period of two years.
3. Report from Public Works and the Public Works Director recommending that the Mayor shall sign an Interlocal Agreement with the City of Hoquiam relating to the funding and implementation of the North Shore Levee Project.
4. Report from Public Works and the Public Works Director recommending that the Mayor be authorized to sign an agreement with HDR Engineering, Inc. for project management services related to the North Shore Levee Project for an amount not to exceed \$80,000 and a duration of two years.
5. Report from Public Works and the Public Works Director recommending that the Mayor shall be authorized to sign an agreement with Rognlin's, Inc. for \$637,206.00 for the construction of the Grays Harbor College Neighborhood Connection Project.

D. Resolutions

E. Ordinances

## **VIII. PUBLIC SAFETY**

A. Committee Chair Report

B. Reports & Communications

1. Report from Public Safety and the Community Development Director recommending that the City Council declare the Michigan Street property surplus and authorize the Mayor to market the property for sale for an amount of \$65,000, which covers City's cost of clearing and grading and the purchase price.

## **IX. SPECIAL AGENDA ITEMS**

A. Reports & Communication

1. Report from Personnel and the Mayor recommending that the City Council adopt the recommendation of the hiring of Patricia Soule as the Finance Director effective immediately.
2. Statement on institutional racism.

B. Proclamation

C. Resolutions

D. Ordinances

E. Appointments

## **X. CITY COUNCIL COMMENT PERIOD**

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

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**CITY OF ABERDEEN  
LEGISLATIVE DEPARTMENT**

**Mr. Mayor:** Hon. Pete Schave

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

**In Reference To:** **2020 Lodging Tax Grants**

***Reports and recommendations as follows:***

At the January 8, 2020 City Council meeting, the Council approved (9) nine 2020 Lodging Tax Grant Applications totaling \$65,000. These funds are to be used for tourism related events/activities within the city of Aberdeen. On February 29, 2020 Governor Inslee declared a state of emergency in response to the COVID-19 Public Health Emergency. On March 23, 2020 Governor Inslee issued a “Stay Home, Stay Healthy” Order.

The Governor’s orders put restrictions in place that make it difficult for the organizations that were awarded LTAC grants, to hold their event(s). The City’s Lodging Tax Grant Contracts allow for reimbursement of approved expenses submitted no later than December 30, 2020.

***Recommend as follows:***

It is recommended that the City Council authorize the Parks Director to reimburse 2020 Lodging Tax Grant recipients that incurred expenses before March 23, 2020, that are in compliance with the terms of their LTAC Grant Contract.

\_\_\_\_\_  
Stacie Barnum, Parks Director

\_\_\_\_\_  
Debbie Ross, Chair

\_\_\_\_\_  
Kati Kachman, Vice Chair

Reported: June 24, 2020

\_\_\_\_\_  
John Maki

Adopted: \_\_\_\_\_

\_\_\_\_\_  
Dee Anne Shaw

To: Aberdeen City Council  
FROM: Stacie Barnum  
RE: Background response from MRSC regarding COVID-19 and Lodging Tax Grants

## MUNICIPAL RESEARCH SERVICES CENTER

<http://mrsc.org/Home/Explore-Topics/Public-Safety/Emergency-Services/Public-Health-Emergencies/Coronavirus-COVID-19-FAQs.aspx>

### **Is it legal to expend lodging tax revenue for festivals and events that are cancelled? What if we anticipate that it will be cancelled but it hasn't happened yet?**

*Published March 24, 2020*

[Chapter 67.28 RCW](#) provides the basis for distribution of lodging tax funds. [RCW 67.28.1816](#) allows the funds to be distributed to convention and visitors bureau or destination marketing organizations for tourism marketing; special events and festivals; operations and capital expenditures of tourism-related facilities owned or operated by a the municipality or a public facilities district; and operations of tourism-related facilities owned or operated by nonprofit organizations.

The planning, organization, and preparation for festivals and events are all allowed expenditures for the marketing and operations of special events and festivals ([RCW 67.28.1816\(1\)\(b\)](#)). The current state of emergency that has been declared resulted in the cancellation of many events but for many of these cancellations there are costs that could still be still be covered. These are unprecedented times and the emergency declaration does not eliminate expenses already incurred for marketing and other operational costs.

Cities, towns and counties will have to assess individual circumstances of those distributions associated with a festival or event. In many cases the direct costs associated with cancellation would be considered an allowable cost, such as non-refundable deposits on facilities, permit fees, and other event organization costs. While considering the costs that are still eligible, you will also want to ask whether the event organizer purchased insurance that would allow for the recovery of some of these operating costs when an event is cancelled.

For events and festivals that will be occurring in the future it will be difficult to estimate whether those activities will continue to be held. Communication with the event organizers will be an important component of monitoring and oversight. Will the event/festival be postponed to a later time in the year, or will it be cancelled altogether? Should the distribution of lodging tax monies be refunded or applied to the re-scheduled event? If the event is not being rescheduled should you consider applying current year distributions to next year's event. The important factor will be your oversight and internal controls to ensure that lodging tax distributions have been utilized appropriately, whether that is now or in the foreseeable future.

HONORABLE MAYOR: **Pete Schave**  
THE MEMBERS OF  
YOUR COMMITTEE ON: **Finance Committee**  
TO WHOM WAS REFERRED: **Community Development Department**  
RE: **Amended Contract for the Grays Harbor Gateway Center (COATES Design Architects)**

**REPORT AND RECOMMEND AS FOLLOWS:**

Staff is requesting to amend the current contract with Coates Design Architects.

The total fee that was approved in June of 2019 was for an amount not to exceed \$1,101,660.

The additional work is for a re-design for the purpose of housing the Aberdeen Museum of History within a portion of the Gateway Center.

Funding for the additional amount is covered by monies that are remaining from the last Capital Budget grant as well as the \$490,000 we received in 2019's Capital Budget.

Contract Amendment Request is as follows:

A. Basic Services Design Fixed Fee Amount Billed to Date	\$123,118
B. Out of Scope Services (Building Redesign) Billed to Date	\$96,486
C. Basic Services Contract Amount for Design Development	\$175,836
D. Amount Needed to be made Whole for Design Development (\$123,118+\$96,486-\$175,836)	\$43,768
E. ASR to complete design development	\$80,890
<b>F. Contract Amendment Amount Requested</b>	<b>\$124,658</b>

Therefore, it is recommended that the Mayor be authorized to execute a contract amendment for a total not to exceed \$124,658 of additional funding with COATES Design Architects.

\_\_\_\_\_  
Lisa Scott, Director

\_\_\_\_\_  
Committee Chair

Reported June 24, 2020

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Adopted June 24, 2020

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**Aberdeen Finance Department  
Legislative Report**

**Mayor:** Pete Schave

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

**In Reference To:** **Matrix Networks Contract Renewal**

***Background:***

In 2017 the City of Aberdeen requested proposals to supply and install a new voice over internet protocol (VOIP) phone system for the City. The proposals were rated based on seven (7) different criteria including quality of the system, vendor capability and price. The proposal from Matrix Networks received the highest rating. Matrix Networks provides and supports the Shoretel Phone System.

The contract for support services renews every three (3) years and we recommend keeping Matrix Networks for support services as a Sole Source vendor as allowed under Section 9. Of the Cities Purchasing Policy.

***Recommend as follows:***

That the City Council accept the proposed contract from Matrix Networks for support services totaling three (3) years and authorize the Mayor to sign all necessary documents.

\_\_\_\_\_  
Don McMaster, Interim Assistant  
Finance Director

Reported: June 24, 2020

Adopted:

\_\_\_\_\_  
Deborah Ross, Chairman

\_\_\_\_\_  
Dee Anne Shaw

\_\_\_\_\_  
Kati Kachman

\_\_\_\_\_  
John Maki

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**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

**MAYOR:** Pete Schave

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

**TO WHOM IT WAS REFERRED:** Vaughan Company, Inc. Quote for Portable Chopper Pump

**REPORTS AS FOLLOWS:** The City of Aberdeen Public Works Department proposes to purchase a portable Chopper Pump from the Vaughan Company, Inc., based on the previously adopted sole source agreement for purchases of wastewater chopper pumps. Vaughan Co. has quoted a purchase price in the amount of \$11,500 (Quote # 43581).

The pumps primary use would be for emergency backup for lift stations, it can also be used in the event of emergency flooding as well as dewatering sediment basins at treatment facilities.

**IT IS RECOMMENDED:** The City Council shall authorize the Public Works Department to purchase a portable Chopper Pump from the Vaughan Co., Inc. for \$11,500 from Storm Water Funds.

\_\_\_\_\_  
Rick Sangder  
Public Works Director

\_\_\_\_\_  
Tim Alstom, Chair

\_\_\_\_\_  
Nathan Kennedy, Vice-Chair

Reported \_\_\_\_\_, 2020

\_\_\_\_\_  
Joshua Francy, Member

Adopted \_\_\_\_\_, 2020



City of Aberdeen
1201 W Heron
Aberdeen, WA 98520
Attn: Mike Randich
Customer: City of Aberdeen Water Department

Quote # 43581
Dated: 06/18/2020
Page 1 of 2

Table with 5 columns: ITEM, QTY, UNIT, DESCRIPTION, UNIT PRICE, TOTAL

001 01 EA VAUGHAN THE6W8-PP-PKG "6 Inch" Chopper Pump Package with Dry Prime Assembly:

A) VAUGHAN PORTABLE THE6W8CS-103 HORIZONTAL END SUCTION CHOPPER PUMP CONSISTING OF:

- Casing and Back Pull-out Plate, cast ductile iron.
- Impeller, Cutter Nut and Upper Cutter, cast steel, heat treated to minimum 60 Rockwell C Hardness.
- Cutter Bar, plate steel, heat treated to minimum 60 Rockwell C Hardness.
- Shaft, heat treated steel.
- Bearings, ball type thrust and radial bearings, oil lubricated.
- Bearing/Packing Housing, cast ductile iron; assembled in the inverted orientation.
- Vacuum Pump Mounting Base, including belt guard
- Flushless Mechanical Seal, cartridge type with TC faces and integral shaft sleeve, as manufactured by Vaughan.
- Elastomers, BUNA N
- Flanges, 6" discharge & 8" inlet suction flange, 125 LB ANSI rated.
- Bell Housing, SAE-4, with belt cutout located at the 12 o'clock position.
- Suction Adaptor, to 8" suction flange.
- Pump Premium Finish: Sandblasted and a single coat of Tnemec Perma-Shield PL Series 431 Epoxy (Minimum 5 MDFT).

B) DRY PRIME SYSTEM

- Vacuum Pump, 50 CFM
- Priming Spool, with 8" Suction Flanges, 125 LB ANSI rated
- Priming Chamber, with Float Valve
- Check Valve, with heavy duty flapper type check valve
- Drive Connection, with drive belt and pullies

Table with 2 columns: SHIPMENT: 10 TO 12 WEEKS AFTER RECEIPT OF ORDER & COMPLETED FUNCTIONAL TESTING, FOB: MONTESANO, WASHINGTON VIA BEST WAY, TERMS: NET 30 DAYS, O.A.C., QUOTATION VALID FOR 60 DAYS

TMT

"First and Only Chopper Pump - Worldwide"



City of Aberdeen  
1201 W Heron  
Aberdeen, WA 98520  
Attn: Mike Randich  
Customer: City of Aberdeen Water Department

**Quote # 43581**  
Dated: 06/18/2020  
Page 2 of 2

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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**LIST PRICE: \$22,452 \$22,452**

**NET PRICE: \$11,500 \$11,500**

**ESTIMATED FREIGHT: FOB MONTESANO, WA**

**APPLICATION: By-Pass Pumping – Trailer Retrofit**  
**INDUSTRY: Municipal**

Tom Thompson - Vaughan Co., Inc.

SHIPMENT: 10 TO 12 WEEKS AFTER RECEIPT OF ORDER & COMPLETED FUNCTIONAL TESTING FOB: MONTESANO, WASHINGTON VIA BEST WAY TERMS: NET 30 DAYS, O.A.C., QUOTATION VALID FOR 60 DAYS
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TMT

***“First and Only Chopper Pump – Worldwide”***



## PRODUCT WARRANTY, TERMS & CONDITIONS FOR SALES MADE BY VAUGHAN CO., INC.

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1. **GENERAL:** The Terms & Conditions herein established by Vaughan Co., Inc. (“us”, “we”, “our”) as may be amended by us from time to time (“Terms and Conditions”) apply to all dealings with our potential and actual customers (“you” and “your”), whether made by you or us, for any solicitation, submission, inquiry, offer, request or arrangement (a “Communication”) or sale by us with respect to goods we sell (“Product(s)”). Written authorization is only valid if executed by an authorized officer of Vaughan Co.
2. **SCOPE OF SUPPLY:** Scope of supply will be limited to accepted quotation or approved submittals, if required.
3. **ACCEPTANCE OF ORDERS:** No Communication is binding on us unless written authorization is obtained by an authorized officer of Vaughan Co. Any sample provided by us is not part of an Accepted Order.
4. **SUBMITTALS:** Drawings and submittals for approval will typically be supplied four to six (4-6) weeks from the receipt of the order in pdf format. Vaughan will not be responsible for damages, fees or charges for any additional submittal reviews that were not the fault of Vaughan.
5. **PRODUCTION TIME:** Vaughan’s production time will begin after complete submittal approval, release to production, execution of the purchase order and receipt of progress payments, if applicable. Production time excludes time to approve test results.
6. **NO CANCELLATION:** Accepted Orders cannot be cancelled or modified, in whole or in part, without our prior written consent, which consent may be withheld or subject to conditions and reasonable charges we may impose. Any custom ordered parts cannot be cancelled without full payment.
7. **DEFAULT:** If Buyer defaults on the contract, Vaughan shall have the right to be cancel the contract in part or whole. Buyer shall be responsible for reasonable termination charges up to the total agreement value. The termination charge is at Vaughan’s discretion dependent upon the percentage of the Agreement price reflecting the percentage of the work fabricated prior to the default plus actual direct costs resulting from default, including cancellation charges directly associated with costs for items that are in production at time of cancellation.
8. **PRICE INCREASE:** Price of Product(s) is subject to increase if equipment is not released to production within six months from the date Vaughan receives the initial purchase order from you.
9. **TAXES:** All prices are subject to all applicable sales and use taxes and any other taxes now or hereafter imposed and/or levied by any governmental authority with respect to the sale of the Product(s) (“Applicable Taxes”). Customers located in states where Vaughan is registered for sales tax sales must pay sales tax on all orders delivered or picked up within said state unless Vaughan Co. has in its possession an accurate and current resale or exemption certificate or other acceptable alternate document on file for your company and/or project. If you have a certificate on file with Vaughan Co., please indicate on the purchase order if tax is to be applied or not at the time of the order. Our failure to charge or collect Applicable Taxes when due shall not relieve you of your obligation for its payment. Regardless of any other payment terms, all Applicable Taxes are due net 30 days from the invoice date.
10. **PAYMENT TERMS:** Terms of sale will be shown on each invoice or purchase order, and it is agreed that invoices will be paid in full when due. Standard payment terms are as follows:
  - 10% upon submittal approval;
  - 10% prior to shipment of equipment;
  - 75% net 30 from shipment of equipment;
  - 5% due at the earlier of startup or 120 days from shipment of equipment.However, Vaughan may at their discretion alter these percentages on a case by case basis. Payment is not subject to hold-backs or contingent upon the Buyer receiving payment from the Owner. If payment in full on any invoice is not received when due, or if your credit worthiness is deemed unsatisfactory by us at any time, we may take, without incurring any liability, one or more of the following actions: (a) impose a service charge at the rate that is the lesser of (i) 1.5% per month or (ii) the maximum rate allowed by applicable law, on any amount past due commencing from the date of such invoice, (b) modify or accelerate payments terms, (c) withhold delivery of Product(s) under any Accepted Order not yet shipped and/or delay, recall or reclaim shipments of Product(s) en route to you or delivered until arrangements satisfactory to us are made to secure payment for any outstanding invoice and for all open Accepted Orders and/or (d) file a lien or bond claim for any unpaid labor or material.
11. **RETAINAGE:** Retainage, if applicable, is limited to 5% of the total Accepted Order price less any applicable taxes and is due at the earlier of start-up or 10 days upon owner’s acceptance, however, retainage shall not exceed 120 days from the shipment of equipment.
12. **FREIGHT:** Unless otherwise stated in the purchase order or quote, freight for a single shipment is included. Additional freight cost for split-shipments will be the responsibility of the Buyer. Buyer is responsible for providing complete shipping information and requirements including, but not limited to residential delivery, lift gates, limited access, advance notice, construction/jobsite, etc. Failure to provide accurate information may result in additional shipping fees. Those fees are the responsibility of the Buyer and will be billed accordingly
13. **DATE OF SHIPMENT:** Shipment dates are approximate and subject to change based upon Product(s) availability, production schedules, and other prevailing conditions. Shipment date is contingent upon the receipt of approved submittals, execution of purchase order, receipt of progress payments and approved factory tests, if applicable. You must accept delivery after approval of submittals, production time and factory test approval or issue us a change to the Accepted Order that must be accepted by us in writing. . If Vaughan does not receive approval to ship equipment within 30 days from the submission of factory tests, Buyer will pay Vaughan \$100 per day for storage of equipment.
14. **LONG TERM STORAGE:** We will hold Product(s) in long term storage contingent upon payment of full purchase order price less retainage. Long term storage duration, fees, and any other considerations will be evaluated on a case by case basis.
15. **YOUR ACCEPTANCE OF PRODUCT(S):** You are responsible to promptly inspect Product(s) delivered and notify us within five (5) calendar days following receipt of the Product(s) for which a claim is filed of any shortages, visible material defects or non-conformance of the Product(s) with the Accepted Order. If the equipment is damaged during transport that was arranged by Vaughan, Vaughan will file the claim with the freight carrier. Any damages will be limited to the amounts recovered by Vaughan from the freight carrier.
16. **RETURNS:** Product(s) may not be returned for any reason without authorization by us. Please refer to the “Returned Goods Authorization Policy” for further information on returns.
17. **WARRANTY:** Vaughan Co., Inc. warrants to the original purchaser/end user all pumps and pump parts manufactured by Vaughan Co. to be



## PRODUCT WARRANTY, TERMS & CONDITIONS FOR SALES MADE BY VAUGHAN CO., INC.

free from defects in workmanship or material for a period of one (1) year from date of startup or eighteen (18) months from the date of shipment from Vaughan Co., whichever occurs sooner. If during said warranty period, any pump or pump parts manufactured by Vaughan Co. prove to be defective in workmanship or material under normal use and service, and if such pump or pump parts are returned to Vaughan Co.'s factory at Montesano, WA, or to a Vaughan authorized Service Facility, transportation charges prepaid, and if the pump or pump parts are found to be defective in workmanship or material, they will be replaced or repaired by Vaughan Co. free of charge. Products repaired or replaced from the Vaughan Co. factory or a Vaughan authorized Service Facility under this warranty will be returned freight prepaid. Vaughan Co. shall not be responsible for the cost of labor for pump or part removal and/or re-installation. All warranty claims must be submitted in writing to Vaughan Co. not later than thirty (30) days after warranty breach occurrence. The original warranty length shall not be extended with respect to pumps or parts repaired or replaced by Vaughan Co. under this Warranty. This Warranty is voided as to pumps or parts repaired/replaced by other than Vaughan Co. or its duly authorized representatives. Vaughan Co. shall not be liable for consequential damages of any kind and the purchaser by acceptance of delivery assumes all liability for the consequences of the use or misuse of Vaughan Co. products by the purchaser, its employees or others. Vaughan Co. will not be held responsible for travel expenses, rented equipment, outside contractor's fees, or unauthorized repair service or parts. This warranty shall not apply to any product or part of product which has been subjected to misuse, accident, negligence, operated in the dashed portion of the published pump curves, used in a manner contrary to Vaughan's printed instructions or damaged due to a defective power supply, improper electrical protection or faulty installation, maintenance, or repair. Wear caused by pumping abrasive or corrosive fluids or by cavitation is not covered under this warranty. Equipment and accessories purchased by Vaughan Co. from outside sources which are incorporated into any Vaughan pump or any pump part are warranted only to the extent of and by the original manufacturer's warranty or guarantee, if any, which warranty, if appropriate, will be assigned by Vaughan Co. to the purchaser/end user. *THIS IS VAUGHAN CO.'S SOLE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY EXCLUDED INCLUDING IN PARTICULAR ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.* Vaughan Co. neither assumes, nor authorizes any person or company to assume for it, any other obligation in connection with the sale of its equipment with the exception of a valid Vaughan "Performance Guarantee" or "Extended Warranty," if applicable. Any other enlargement or modification of this warranty by a representative or other selling agent shall not be legally binding on Vaughan Co.

18. **FORCE MAJEURE:** Vaughan shall have no liability in respect of failure to deliver or perform or delay in delivering or performing any obligations due to causes such as fire, earthquakes, flooding or other natural disasters, failure of our supplier to deliver on time, war, acts or threats of terrorism, strikes and any other circumstance outside the reasonable control of Vaughan.
19. **DAMAGES:** Vaughan is not responsible for any damages due to delays, special, indirect, consequential or punitive damages.
20. **BACK CHARGES:** You shall not charge Vaughan back charges without first receiving written approval from an authorized officer of Vaughan Co.
21. **COLLECTION CHARGES:** You shall pay all costs and expenses, including without limitation reasonable attorneys' fees and administrative charges, we incur in endeavoring to protect our rights arising out of your failure to perform your obligations to us, including without limitation any attempt to collect any amount you owe us.
22. **CONFIDENTIALITY:** Buyer shall take reasonable efforts to maintain as confidential, such items marked or identified as such by Vaughan. Such confidential information shall not include information which may have been provided to Vaughan in connection with this Agreement. All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Vaughan, and all related intellectual property rights, shall remain Vaughan's property. Vaughan grants Buyer and Owner a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the work. Buyer shall not disclose any such material to third parties without Vaughan's prior written consent
23. **EAR COMPLIANCE:** If Product(s) are exported by us, we provide the following statement: "these commodities, technology or software were exported from the United States in accordance with the export Administration Regulations. Diversion contrary to U.S. law is prohibited."
24. **GOVERNING LAW:** The transactions between you and us are made in Washington State, shall be governed by the laws of Washington State, and you agree to submit exclusively to jurisdiction and venue of such state with respect to any dispute arising out of any transaction between you and us. **YOU AND WE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF ANY SUCH DISPUTE.**
25. **DISPUTES:** Any claim or dispute between Vaughan and Buyer, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Vaughan's and Buyer's designated representatives. Vaughan and Buyer each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated on-site representatives, the following dispute resolution procedure shall apply:
  - i. No later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Seller and Contractor shall attempt to resolve the matter.
  - ii. If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator that is mutually acceptable. The location of the mediation shall be in County wherein the project is located.
  - iii. If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file a demand for arbitration. Such arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
26. **NO RIGHT OF SET-OFF:** Each Accepted Order constitutes a separate and distinct contract when accepted by us and you may not withhold payment for an invoice or offset same, in whole or in part, against sums you claim are due you by us with respect to another Accepted Order, invoice or for any other cause or reason whatsoever.



**PRODUCT WARRANTY, TERMS & CONDITIONS FOR SALES MADE BY VAUGHAN CO., INC.**

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27. **INDEMNITY CLAUSE:** Any indemnification shall not include claims of, or damages resulting from the negligence, gross negligence, or willful, wanton or intentional misconduct of the parties indemnified hereunder. To the extent that conditions, acts, activities or conduct involve the contributory negligence or misconduct of you or other third parties, liability will be apportioned between the parties according to comparative fault.
28. **OUR RIGHTS ARE NOT EXCLUSIVE:** Our rights hereunder are in addition to and not in lieu of any other rights and remedies available to us at law or in equity.
29. **NOTICES:** All notices of claims or disputes given by either you or us with respect to any Communication, Accepted Order or these Terms & Conditions shall be in writing and sent by (a) first class mail with a copy by certified mail, return receipt requested, postage pre-paid, or (b) overnight delivery service, charges prepaid, and address as follows: (i) if intended for us, to our address to which a Communications was sent or an Accepted Order was placed, and (ii) if to you, at your address last known to us. Notice will be effective the first business day after notice is sent.
30. **NO OTHER TERMS ACCEPTED:** No terms or conditions, other than these Terms and Conditions, shall apply to any Accepted Order and no agreement or understanding in any way adding to or otherwise modifying these Terms and Conditions shall be binding on us unless set forth in writing and signed by an officer of Vaughan Co. Vaughan Co. is only bound to the terms of the contract/agreement/purchase order between Vaughan and Buyer. The Buyer's Prime Contract with an Owner shall not affect the contract between Vaughan and Buyer unless specifically accepted in writing by an authorized officer of Vaughan Co.
31. **COUNTERPARTS:** This Agreement may be executed in counterpart, and may be executed by way of facsimile, email or electronic signature, and if so, shall be considered an original.
32. **MISCELLANEOUS:** No waiver of any rights or remedies shall be binding on us unless set forth in a written waiver signed by us. We do not give up any of our rights or remedies if we fail or delay in seeking a remedy or if we accept a payment while there is a breach by you. Any such waiver, delay or failure by us on one occasion shall not be deemed a waiver by us of any future default by you or of any future right or remedy available to us. The Section, Paragraph and other heading in these Terms & Conditions are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision contained in these Terms and Conditions. The invalidity of enforceability of any provision in these Terms and conditions shall in no way effect the validity or enforceability of any other provision.

**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

**MAYOR:** Pete Schave

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

**TO WHOM IT WAS REFERRED:** Sole Source Procurement for Industrial Control Hardware

**REPORTS AS FOLLOWS:** Public Works staff are requesting that standard competitive bid requirements be waived for the procurement of programmable logic controllers (PLCs), frequency drives, and related industrial control hardware used at Sewer, Water, and Storm Drainage facilities in the City. Approximately 90% of the City’s existing PLCs and 85% of the City’s existing frequency drives are manufactured by Allen-Bradley, and staff have training and familiarity with the equipment. Control systems and software differ between manufacturers resulting in communication issues and the need for additional staff time to train on multiple system types. Allen-Bradley components and support are available at a local distributor minimizing downtime during equipment failures, and spare parts in the City’s inventory will be universally usable with a single equipment manufacturer.

RCW 39.04.280(1)(b) allows for competitive bidding to be waived for purchases involving special facilities or market conditions. With approval of a sole source, the City will retain the ability to competitively bid if conditions such as purchase cost or performance change. The sole source request is for a two-year period. The Public Works Department has deemed this action necessary and routine as it relates to ongoing maintenance and repair to critical utility infrastructure.

**IT IS RECOMMENDED:** The City Council shall authorize sole source procurement of Allen-Bradley industrial control hardware for a period of two years.

\_\_\_\_\_  
Rick Sangder  
Public Works Director

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Tim Alstom, Chair

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Nathan Kennedy, Vice-Chair

Reported \_\_\_\_\_, 2020

\_\_\_\_\_  
Joshua Francy, Member

Adopted \_\_\_\_\_, 2020

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**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

**MR. MAYOR:** Pete Schave

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

**TO WHOM IT WAS REFERRED:** Aberdeen-Hoquiam Interlocal Agreement for the North Shore Levee Project

**REPORTS AS FOLLOWS:** Aberdeen and Hoquiam continue to work in partnership on the North Shore Levee project to reduce flood risk and remove over 3,100 homes and properties from the regulatory floodplain. The project team is currently utilizing existing partner funding to finalize the alignment, complete the design, purchase right-of-way, and begin early phased construction as early as 2021. The staffs from Aberdeen and Hoquiam are working with the Office of the Chehalis Basin, Department of Ecology, Department of Commerce, State Emergency Management, FEMA, Governor’s Office, State Representatives, Federal Representatives, State Emergency Management, FEMA, and Grays Harbor County to identify and plan for additional construction funding for the project. This proposed interlocal agreement formalizes the partnership of the two cities as the project moves towards implementation.

**IT IS RECOMMENDED:** The Mayor shall sign an Interlocal Agreement with the City of Hoquiam relating to the funding and implementation of the North Shore Levee Project.

\_\_\_\_\_  
Rick Sangder  
Public Works Director

\_\_\_\_\_  
Tim Alstrom, Committee Chair

\_\_\_\_\_  
Nathan Kennedy, Vice-Chair

Reported \_\_\_\_\_, 2020

\_\_\_\_\_  
Joshua Francy, Member

Adopted \_\_\_\_\_, 2020



**INTERLOCAL AGREEMENT BETWEEN  
THE CITY OF ABERDEEN AND THE CITY OF HOQUIAM  
RELATING TO THE JOINT FUNDING FOR DESIGN AND CONSTRUCTION OF THE  
NORTH SHORE LEVEE PROJECT**

THIS AGREEMENT is made the \_\_\_\_\_ day of June, 2020 by and between the City of Aberdeen, Washington, a municipal corporation (“Aberdeen”), and the City of Hoquiam, Washington, a municipal corporation (“Hoquiam”), together hereafter called “Cities.”

WHEREAS, both Cities are municipal corporations, and as such are authorized to enter interlocal agreements under the provisions of RCW 39.34; and,

WHEREAS, there exists a substantial regional need for coastal flood protection and storm drainage systems in low-lying parts of both Cities to protect the health, safety and well-being of the communities; and,

WHEREAS, the Cities have been working in partnership to develop a project to provide such protections, in part through the Timberworks Coastal Resiliency Master Plan process; and,

WHEREAS, the Cities have jointly identified the North Shore Levee Project (hereinafter “Project”) between the Wishkah and Hoquiam Rivers north of the Chehalis River and Grays Harbor Estuary as a means to comprehensively protect large sections of Aberdeen and Hoquiam; and,

WHEREAS, the Project includes a levee, whose alignment transits portions of both Cities, and related infrastructure including pump stations also within both Cities; and,

WHEREAS, the Fry Creek Pump Station in Aberdeen provides valuable flood control services to both Cities; and,

WHEREAS, the Federal Emergency Management Agency (“FEMA”) has issued a Conditional Letter of Map Revision (“CLOMR”) for the proposed North Shore Levee, that the revision would remove more than 3,100 homes and properties from the regulatory floodplain; and,

WHEREAS, the Cities have worked together, and continue to work together, to obtain financial support to pay for the design and construction of the Project, including relevant studies and permitting requirements; and

WHEREAS, through their coordinated efforts, the Cities have commenced planning, design, and implementation phase activities including real estate and right-of-way acquisition of properties along the levee alignment.

NOW THEREFORE it is hereby agreed between the Cities as follows:

1. The City of Aberdeen will remain the funding nexus and fiscal agent of state, federal, or other outside funding awarded to the Project; and,
2. With the exception of the Fry Creek Pump Station, all finished improvements related to the Project will be owned, maintained, and operated by the City in whose boundaries that improvement is located; and,
3. A master plan for development of the site, including phasing and cost estimates, shall be approved by each party prior to being implemented. Methods of financing development and a construction management plan shall be approved by each of the parties prior to being implemented.
4. The parties will continue to cooperate together and with all others in seeking grants and other sources of funding for the Project.
5. Nothing in this Agreement is intended to, nor should be construed to, circumvent decision-making, or any other, authority or processes of the Cities.
6. Nothing in this Agreement is intended to, nor should be construed to, create a right of action against or by any party not a party to this Agreement.

Dated the day and date first above written.

**CITY OF ABERDEEN**

**CITY OF HOQUIAM**

\_\_\_\_\_  
Pete Schave, Mayor

\_\_\_\_\_  
Ben Winkelman, Mayor

ATTEST:

ATTEST:

\_\_\_\_\_  
Patrice Kent, Acting City Clerk

\_\_\_\_\_  
Corri Schmid, Finance Director

*Approved as to form:*

*Approved as to form:*

\_\_\_\_\_  
Patrice Kent, Corporation Counsel

\_\_\_\_\_  
Steve Johnson, City Attorney

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**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

**MAYOR:** Pete Schave

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

**TO WHOM IT WAS REFERRED:** Agreement with HDR Engineering, Inc. for Project Management Services for the North Shore Levee Project

**REPORTS AS FOLLOWS:** The City Engineer recommends the procurement of a Quality Assurance and Quality Control Process Manager to support City staff for the North Shore Levee Project. The consultant will provide staff augmentation to the City for management of the project. Duties will include schedule maintenance, tracking of process steps, funding plan maintenance, identification of funding opportunities, coordination of decision-making tasks, prioritization of phased work, identification of critical path decision points, review of consultant invoices, and tracking of funding agreement. This request is for two years of services for a cost of up to \$80,000.00 to be paid for through existing obligated grant funding.

**IT IS RECOMMENDED:** The Mayor be authorized to sign an agreement with HDR Engineering, Inc for project management services related to the North Shore Levee Project for an amount not to exceed \$80,000 and a duration of two years.

\_\_\_\_\_  
Rick Sangder  
Public Works Director

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Tim Alstrom, Chair

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Nathan Kennedy, Vice-Chair

Reported \_\_\_\_\_, 2020

\_\_\_\_\_  
Joshua Francy, Member

Adopted \_\_\_\_\_, 2020

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**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

**MR. MAYOR:** Pete Schave

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

**TO WHOM IT WAS REFERRED:** Approval to Award Bid and Enter into Contract for the Grays Harbor College Neighborhood Connection Project (GHCNC)

**REPORTS AS FOLLOWS:** The Public Works Department performed a public bid opening for the Grays Harbor College Neighborhood Connection Project (GHCNC) on June 17, 2020. The City received three bid submissions for the project:

- |                         |              |
|-------------------------|--------------|
| • Rognlin’s, Inc        | \$637,206.00 |
| • HCON, Inc.            | \$724,605.20 |
| • NOVA Contracting, Inc | \$753,000.00 |

The City Engineer reviewed the bids and found the bid from Rognlin’s, Inc. to be the lowest responsive bid. The Engineer’s Estimate for the work was \$700,942.50. Construction is anticipated to begin in July and will be completed this summer.

The GHCNC Project provides for the improvement of ADA compliant sidewalk and bike lanes along the east side of Boone Street (SR 105) in South Aberdeen between Harriman Street and Grays Harbor College, plus a new crosswalk of Boone Street at Edward P. Smith Drive and a short extension of sidewalk along the west side of the street from Edward P. Smith Drive to nearby apartments. Federal grant funding will fund \$345,531.00 for the work, with the remaining funds to be paid for by the Aberdeen Transportation Benefit District.

**IT IS RECOMMENDED:** The Mayor shall be authorized to sign an agreement with Rognlin’s, Inc. for \$637,206.00 for the construction of the Grays Harbor College Neighborhood Connection Project.

\_\_\_\_\_  
Rick Sangder  
Public Works Director

\_\_\_\_\_  
Tim Alstrom, Committee Chair

\_\_\_\_\_  
Nathan Kennedy, Vice-Chair

Reported \_\_\_\_\_, 2020

\_\_\_\_\_  
Joshua Francy, Member

Adopted \_\_\_\_\_, 2020

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**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

**Mr. Mayor:** Hon. Pete Schave

**The Members of:** Public Safety

**To whom was Referred:** Sale of Michigan Street Property

**REPORT AND RECOMMEND AS FOLLOWS:**

On August 28, 2019 the City Council authorized Mayor Erik Larson to purchase property at 421 S. Michigan Street for the purpose of operating a longer-term, temporary shelter.

After more than a year of trying to seek additional funding for a longer-term shelter, the City has been unsuccessful in its attempts. Since funding has not materialized, staff is recommending that the Michigan Street property be declared surplus and put up for sale.

Due to the recent budget and economic constraints that the COVID-19 pandemic has caused on the City of Aberdeen's revenue, the sale of the Michigan Street property is vital to help ease loss in revenue and it has been deemed necessary and routine that the City list this property for sale.

Therefore, it is recommended that the City Council declare the Michigan Street property surplus and authorize the Mayor to market the property for sale for an amount of \$65,000, which covers the City's cost of clearing and grading and the purchase price.

\_\_\_\_\_  
Lisa Scott, CD Director

\_\_\_\_\_  
Chair

Reported On: May 27, 2020

Adopted On: June 24, 2020

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**HUMAN RESOURCES DEPARTMENT**  
CITY OF ABERDEEN

**Mayor:** Hon. Pete Schave

**The Members of  
Your Committee On:** Personnel and the Mayor

**To Whom Was Referred:** Hiring of Patricia Soule as the new Finance Director

*Reports and Recommends as Follows:* On June 18, 2020, members of the Personnel Committee met and discussed the hiring of Patricia Soule as the City of Aberdeen's Finance Director.

Mayor Schave recommends Soule start at a Range 31, Step 5, \$10,154, with the standard Department Head benefits package, and a credit for five years employment and a beginning balance of one hundred and twenty hours for paid leave time, and \$5,000 for relocation expenses. Her anticipated start date is July 27, 2020. The proposed \$5,000 for relocation expenses is to expedite her arrival.

It is recommended that the City Council adopt the recommendation of the hiring of Patricia Soule effective immediately.

**PERSONNEL COMMITTEE**

\_\_\_\_\_  
Human Resources

\_\_\_\_\_  
Mayor Schave, Chair

Reported: June 18, 2020

\_\_\_\_\_  
Council President

Adopted: \_\_\_\_\_, 2020

\_\_\_\_\_  
Council Member