

**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 July 08, 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**

**July 8, 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. 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 Corporation Counsel recommending that the City Council authorize an Ordinance relating to collection fees of solid waste and recyclable materials, amending sections 13.08.075 and 13.08.110 of the Aberdeen Municipal Code as amended.
- E. Resolutions
- F. Ordinances
  - 1. First reading of Bill No. 20-02 an Ordinance relating to collection fees of solid waste and recyclable materials, amending sections 13.08.075 and 13.08.110 of the Aberdeen Municipal Code as amended.

#### **VI. 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 Mayor shall be authorized to sign an agreement with Landau Associates for \$117,720 for the Fairview Reservoir Slope Stability Analysis.

2. Report from Public Works and the Public Works Director recommending that the Mayor shall be authorized to sign an agreement with Vaughan Co., Inc. for \$72,955.00 plus tax for (5) pump station chopper pumps.

- D. Resolutions
- E. Ordinances

**VII. 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 declare vehicle #87 surplus and sold with the proceeds placed into the fire department's Equipment Reserve Replacement Fund for future replacement of vehicles or equipment.
2. Report from Public Safety and the Fire Chief recommending that the Mayor and Finance Director be authorized to declare vehicle #89 surplus and sold with the proceeds placed into the fire department's Equipment Reserve Replacement Fund for future replacement of vehicles or equipment.

**VIII. SPECIAL AGENDA ITEMS**

- A. Reports & Communication
- B. Proclamation
- C. Resolutions
- D. Ordinances
- E. Appointments

1. Selection by City Council of new member for Ward 4 (replacing Karen Rowe who resigned May 08, 2020).

**IX. CITY COUNCIL COMMENT PERIOD**

**X. 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 Human Resources Department at 360-537-3207, 24 hours in advance of the meeting.  
Thank you.

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**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

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

**The Members of:** Finance Committee

**To whom was Referred:** **Present first reading of an Ordinance Updating AMC 13.08 (Solid Waste and Recyclable Materials Collection System) related to charges for locks and rates for curbside service**

**Reports and Recommends as Follows:**

The City of Aberdeen (“City”) entered into contract with Harold LeMay Enterprises, Inc. (“LeMay”) for the collection of solid waste and recyclables. There have been three amendments to the contract since it was signed in 2012. The first, in 2016, included a transfer of billing services from the City to LeMay. The Aberdeen Municipal Code (“AMC”) was never amended to reflect that change.

When the billing responsibility shifted, there was also no amendment for collection against delinquent accounts, leaving only option for collection as a lien filed by the City against the premises and the property owner may or may not be the account holder. In the past eighteen months, the number of delinquent accounts has ballooned from fewer than 15 accounts to more than 100. LeMay has requested review and resolution of these matters.

Finally, by contract, any rate adjustments are supposed to be codified. This would require at least annual review of this Ordinance. Due to administrative and staffing changes, the requisite updates were last provided in 2016.

***It is recommended that:*** City Council authorize an Ordinance relating to collection fees of solid waste and recyclable materials, amending sections 13.08.075 and 13.08.110 of the Aberdeen Municipal Code as amended.

MPK  
Reported by:  
(Patrice Kent, Corporation Counsel)

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

\_\_\_\_\_  
Committee Vice-chair

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

\_\_\_\_\_  
Committee Member

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

\_\_\_\_\_  
Committee Member

BILL NO. 20 - \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE RELATING TO COLLECTION FEES OF SOLID WASTE AND RECYCLABLE MATERIALS, AMENDING SECTIONS 13.08.075 and 13.08.110 OF THE ABERDEEN MUNICIPAL CODE AS AMENDED.**

**WHEREAS**, the rates for solid waste collection and recycling under AMC 13.08 must be adjusted in compliance with the contract between the City of Aberdeen (“City”) and Harold LeMay Enterprises, Inc. (“LeMay”) (“Solid Waste Contract”); and,

**WHEREAS**, the Solid Waste Contract provides that the rates may be increased at a rate related to the consumer price index and any increases in the Grays Harbor County disposal costs; and,

**WHEREAS**, the City no longer acts as the fee collection agent under the Solid Waste Contract, which affects collection for delinquent accounts. **NOW, THEREFORE**,

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

**SECTION 1. CODE SECTIONS AMENDED.** Aberdeen Municipal Code, Chapter 13.08 is amended as to read follows, with ~~strikethrough~~ as language to be deleted, and underline as language to be added, and if a section is not included it is not amended by this Ordinance:

**13.08.075 Locks Required – Downtown Aberdeen Business District – Defined – Charges.**

A. All customers in the Downtown Aberdeen Business District using quantity garbage or commercial collection containers, ~~as set forth in section 13.08.110(e)(8)~~, shall use containers with locking metal lids. The lock shall be installed and maintained by the collection contractor. The customer shall be responsible for keeping the lids to the containers closed and locked between the hours of 8:00 p.m. and 6:00 a.m. Containers may be temporarily unlocked during said hours while waste material is actually being deposited in the container, provided that no unlocked container shall be left unattended.

B. The Downtown Aberdeen Business District shall consist of property located within the following boundaries: from the intersection of "F" Street and First Street, thence westerly along the centerline of First Street to the intersection of First Street and "M" Street, thence southerly along the centerline of "M" Street to the intersection of "M" Street and State Street, thence easterly along the centerline of State Street to the

intersection of State Street and "F" Street, thence northerly along the centerline of State Street to the point of beginning.

C. Customers using quantity garbage or commercial collection containers (1-6 cubic yard boxes, drop boxes, and compactors) which are required to have a lock, or who elect to have a lock installed, will be assessed a fee of ~~twenty five dollars (\$25.00)~~ for installation of the lock by the collection contractors. ~~A fee of one dollar and thirty nine cents (\$1.39) per container per month for weekly collection, and an additional one dollar thirty nine cents (\$1.39) per container for each additional pickup per week, will be assessed in addition to those charges set forth in section 13.08.110.~~ The rates for installation and collection for containers with a lock are provided in the collection contractor's rate sheet at the Public Works office and posted on the City's website.

### **13.08.110 Rates for curbside service.**

A. *Payment.* ~~The finance director shall collect all All charges for solid waste and recyclable collection as agent for shall be collected by any private contractor ("contractor" or "vendor") who provides collection services in accordance with the terms of this chapter, and such charges shall be payable concurrent with water and/or sewer charges for the premises served, except that charges for quantity waste disposal and extra service shall be collected monthly by the contractor.~~

B. *Delinquency.* ~~Any charges not paid within twenty one (21) days of billing date shall be delinquent, and, upon delinquency, shall become a lien upon the real property to which the collection services have been rendered.. In the event a customer does not pay the private contractor by the due date, the customer will be given reasonable opportunity to bring the account current. If the customer does not bring the account current within 30 (thirty) days, and with prior written notice to the customer, the private contractor may suspend solid waste and recyclable service to the customer. If the customer remains delinquent for 60 (sixty) days or greater, the private contractor may remove the solid waste and recycle containers. If the customer remains delinquent in excess of 90 (ninety) days, the private contractor may pursue additional legal remedies including seeking private debt collection services. In any case, when a customer has cured delinquency the private contractor shall resume solid waste and recyclable service.~~

If service is suspended, the City may determine the premises where suspension occurs to be unsanitary or otherwise non-compliant with building or public nuisance laws. In such case, a lien may be made by the City against the property. Such lien shall become effective upon the filing by the city of a notice of lien in the office of the Grays Harbor County Auditor, which notice shall specify the amount of the charges, the period covered by the charges, and a legal description of the premises. Such lien shall be foreclosed in the same manner as are liens for labor and materials for the improvement of real property.

*C. Rates for Curbside Service.*

Rates for collection services are specified in the contract between the City and the vendor, including any amendments or addenda. The most recent rate schedule is maintained in the Public Works office and is available upon request, or on the City's website. The rate schedule includes, but is not limited to, the following:

residential and commercial cart services

permanent and temporary container services

compactor and drop-box services

special service charges

roll-outs due to special circumstances or customer hardship

special item removal

lock and cable fee

~~Rates include one (1) ninety five (95) gallon recycle cart serviced every other week. Containers must be placed at the curb (next to road or alley where a truck can drive while proceeding in normal route) on the scheduled service day. The monthly standard curb rates for cart(s) serviced weekly, every other week or monthly for approved property used and maintained solid waste and recycle containers shall be as follows:~~

~~1. Residential Cart Service.~~

<del>65/30 gallon monthly:</del>	<del>\$9.33</del>
<del>65 gallon monthly:</del>	<del>\$13.61</del>
<del>65 gallon every other week:</del>	<del>\$21.05</del>
<del>65 gallon weekly:</del>	<del>\$34.11</del>
<del>Additional 65 gallon (each):</del>	<del>\$8.73</del>
<del>90 gallon monthly:</del>	<del>\$15.39</del>
<del>90 gallon every other week:</del>	<del>\$29.96</del>

90-gallon weekly:	\$47.11
Additional 95-gallon (each):	\$12.98
Return trip:	\$14.37
Extra unit (can, bag, box) 30-gallon:	\$4.48

~~2. Commercial Cart Service.~~

65-gallon every other week:	\$21.05
65-gallon weekly:	\$34.11
90-gallon every other week:	\$29.96
90-gallon weekly:	\$47.11
Return trip:	\$14.11
Extra unit (can, bag, box) 30-gallon:	\$4.48

~~D. Special Service Charges.~~ The following special service charges are in addition to the monthly curb service rates. Charges for special services may be billed by and paid directly to the contractor and, if unpaid, shall be added to the utility bill under Section 13.08.110(A).

~~1. Physical Hardship—Roll Out.~~ The Director may authorize special collection services and rates, in addition to those set forth in this chapter, when special circumstances relating to the size, shape, topography, location or surroundings of the property being served or physical disabilities of the utility customer create an unnecessary hardship; provided, that the additional costs charged do not exceed the actual cost of providing the special collection services. If the special collection services require the collector to roll the cart out to the curb, for each increment of fifty (50) feet the monthly curbside service rate shall be increased by one dollar and twenty six cents (\$1.26) for carts serviced monthly, two dollars and fifty one cents (\$2.51) for carts serviced every other week, and five dollars and four cents (\$5.04) for carts serviced weekly.

~~2. Special Item Removal.~~ For each of the following types of items picked up on a one-time basis the charge will be:

- ~~a. Small appliances, furniture, bulky items, etc.: \$27.02 each~~

b. Large appliances, refrigerators, freezers, etc.: \$62.79 each

3. ~~Prepaid plastic thirty (30) gallon bags furnished by the city: \$4.48 each.~~

4. ~~Special Collection Calls.~~ Collection calls requested by a customer for a regular packer truck requiring loading of loose material, including travel time, will be charged at an hourly rate of sixty-five dollars and fifty-nine cents (\$65.59) plus disposal fee.

5. ~~Loose material collection.~~ Collection of container overflows or solid waste or recyclable materials not properly placed in approved containers, and collections ordered pursuant to 13.08.130(B), will be charged at an hourly rate, including travel time, or \$64.73, plus disposal fee.

**Code reviser's note:** Subsection (D)(5) has been retained in the text of the code to correct a scrivener's error in Ordinance 6602.

~~E. Container Services.~~ Rates for quantity garbage, commercial collection, customer-owned compactors, or permanent and temporary drop box services shall be as follows, not including refuse collection tax:

1. ~~Permanent Commercial Container Service.~~

1 cubic yard box (tipping fee included):

One pickup per week (basic)	\$89.69
Each additional pickup per week	\$87.53
Special or additional pickup each	\$30.67

1.5 cubic yard box (tipping fee included):

One pickup per week (basic)	\$137.56
Each additional pickup per week	\$129.54
Special or additional pickup each	\$44.92

2 cubic yard box (tipping fee included):

One pickup per week (basic)	\$172.93
Each additional pickup per week	\$161.54

~~Special or additional pickup each \$53.51~~

~~3 cubic yard box (tipping fee included):~~

~~One pickup per week (basic) \$255.31~~

~~Each additional pickup per week \$234.93~~

~~Special or additional pickup each \$79.60~~

~~4 cubic yard box (tipping fee included):~~

~~One pickup per week (basic) \$345.56~~

~~Each additional pickup per week \$314.43~~

~~Special or additional pickup each \$107.00~~

~~6 cubic yard box (tipping fee included):~~

~~One pickup per week (basic) \$491.05~~

~~Each additional pickup per week \$446.62~~

~~Special or additional pickup each \$149.44~~

~~8 cubic yard box (tipping fee included):~~

~~One pickup per week (basic) \$644.73~~

~~Each additional pickup per week \$613.50~~

~~Special or additional pickup each \$193.58~~

~~2. Temporary Commercial Container Service:~~

~~1 yard temporary service:~~

~~Delivery \$36.06~~

~~Rent per day \$0.50~~

~~Each pickup \$44.85~~

1.5 yard temporary service:

Delivery	\$36.06
Rent per day	\$0.50
Each pickup	\$44.92

2 yard temporary service:

Delivery	\$46.37
Rent per day	\$0.63
Each pickup	\$53.51

3 yard temporary service:

Delivery	\$46.37
Rent per day	\$0.97
Each pickup	\$79.60

4 yard temporary service:

Delivery	\$46.37
Rent per day	\$1.13
Each pickup	\$106.99

6 yard temporary service:

Delivery	\$46.37
Rent per day	\$1.71
Each pickup	\$149.44

8 yard temporary service:

Delivery	\$46.37
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Rent per day	\$1.99
Each pickup	\$193.57

~~3. Customer-Owned Compactor Service.~~

~~4 cubic yard customer-owned compactor (including tipping fee):~~

<del>One pickup per month</del>	<del>\$167.42</del>
<del>Each additional pickup</del>	<del>\$176.96</del>

~~6 cubic yard customer-owned compactor (including tipping fee):~~

<del>One pickup per month</del>	<del>\$257.73</del>
<del>Each additional pickup</del>	<del>\$268.13</del>
<del>Access fee weekly (monthly charge)</del>	<del>\$8.92</del>
<del>Access fee every other week (monthly charge)</del>	<del>\$4.46</del>
<del>Access fee 2x weekly (monthly charge)</del>	<del>\$17.85</del>
<del>Lock fee (each)</del>	<del>\$5.15</del>
<del>Cable fee (each)</del>	<del>\$10.30</del>
<del>Return trips, containers</del>	<del>\$28.13</del>
<del>Additional yard</del>	<del>\$44.85</del>

~~4. Drop Box Services.~~

~~a. Permanent Drop Boxes.~~

~~10/20 cubic yard drop box (not including tipping fee):~~

<del>First haul each month</del>	<del>\$198.71</del>
<del>Each additional haul</del>	<del>\$133.42</del>

~~30-cubic yard drop box (not including tipping fee):~~

~~First haul each month \$273.68~~

~~Each additional haul \$169.83~~

~~40-cubic yard drop box (not including tipping fee):~~

~~First haul each month \$350.29~~

~~Each additional haul \$238.67~~

~~b. Temporary drop Boxes:~~

~~10/20-cubic yard drop box:~~

~~Delivery \$51.52~~

~~Rent per day \$5.40~~

~~Each pickup \$136.50~~

~~30-cubic yard drop box:~~

~~Delivery \$51.52~~

~~Rent per day \$6.54~~

~~Each pickup \$180.13~~

~~40-cubic yard drop box:~~

~~Delivery \$51.52~~

~~Rent per day \$7.40~~

~~Each pickup \$251.02~~

~~c. Customer-Owned Compactor Drop Boxes:~~

~~20-cubic yard compactor drop boxes (not including tipping fee):~~

Each scheduled pickup	\$180.85
Special pickup	\$186.80
30 cubic yard compactor drop boxes (not including tipping fee):	
Each scheduled pickup	\$219.52
Special pickup	\$229.90
40 cubic yard compactor drop boxes (not including tipping fee):	
Each scheduled pickup	\$245.73
Special pickup	\$253.68
Drop box lids per month	\$13.65
Disposal rate per ton	\$96.73

The tipping fee to be added to the charges for drop boxes is at the rates established by contract with Grays Harbor County and other regulatory agencies for disposal sites meeting minimum functional standards set by the Washington State Department of Ecology.

No load is to exceed nine (9) tons.

~~Tipping fee is based on sixty four (64) pound sixty five (65) gallon cart, ninety six (96) pound ninety five (95) gallon cart, one hundred eighty (180) pound one (1) yard container, and actual weight of drop boxes.~~

~~F. D. Monthly Billing.~~ No refund of charges paid shall be made for other than a full calendar month for which service is not required. In the event the city shall combine the billing for solid waste and recyclable collection with the billing for city water and sewer services, the city shall have the right to apply any partial payments on utility bills first to the payment of charges for solid waste and recyclable collection with the balance to be applied toward the payment of remaining current utility charges, in such order as the finance director shall see fit, but lastly to charges for water service.

**SECTION 2. PUBLICATION BY SUMMARY.** The City Clerk is authorized and directed to publish the attached summary in lieu of this ordinance.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage, signing, and publication.

**PASSED and APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2020.

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Pete Schave, Mayor

ATTESTED:

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M. Patrice Kent, Acting City Clerk

**SUMMARY - ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE RELATING TO COLLECTION FEES OF SOLID WASTE AND RECYCLABLE MATERIALS, AMENDING SECTIONS 13.08.075 and 13.08.110 OF THE ABERDEEN MUNICIPAL CODE AS AMENDED.**

**SECTION 1. CODE SECTIONS AMENDED:**

- AMC 13.08.075 (Locks Required – Downtown Aberdeen Business District – Defined – Charges)
- AMC 13.08.110 (Rates for curbside service)
  - 13.08.110 (A) Payment
  - 13.08.110 (B) Delinquency
  - 13.08.110 (C) Rates

**SECTION 2. PUBLICATION BY SUMMARY.** The City Clerk is authorized and directed to publish the summary in lieu of the ordinance.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage, signing, and publication.

**PASSED and APPROVED** this \_\_\_ day of \_\_\_\_\_, 2020.

Signed:   /s/ PS, Mayor  

Attest:   /s/ MPK, Acting City Clerk

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BILL NO. 20 - \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE RELATING TO COLLECTION FEES OF SOLID WASTE AND RECYCLABLE MATERIALS, AMENDING SECTIONS 13.08.075 and 13.08.110 OF THE ABERDEEN MUNICIPAL CODE AS AMENDED.**

**WHEREAS**, the rates for solid waste collection and recycling under AMC 13.08 must be adjusted in compliance with the contract between the City of Aberdeen (“City”) and Harold LeMay Enterprises, Inc. (“LeMay”) (“Solid Waste Contract”); and,

**WHEREAS**, the Solid Waste Contract provides that the rates may be increased at a rate related to the consumer price index and any increases in the Grays Harbor County disposal costs; and,

**WHEREAS**, the City no longer acts as the fee collection agent under the Solid Waste Contract, which affects collection for delinquent accounts. **NOW, THEREFORE**,

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

**SECTION 1. CODE SECTIONS AMENDED.** Aberdeen Municipal Code, Chapter 13.08 is amended as to read follows, with ~~strikethrough~~ as language to be deleted, and underline as language to be added, and if a section is not included it is not amended by this Ordinance:

**13.08.075 Locks Required – Downtown Aberdeen Business District – Defined – Charges.**

A. All customers in the Downtown Aberdeen Business District using quantity garbage or commercial collection containers shall use containers with locking metal lids. The lock shall be installed and maintained by the collection contractor. The customer shall be responsible for keeping the lids to the containers closed and locked between the hours of 8:00 p.m. and 6:00 a.m. Containers may be temporarily unlocked during said hours while waste material is actually being deposited in the container, provided that no unlocked container shall be left unattended.

B. The Downtown Aberdeen Business District shall consist of property located within the following boundaries: from the intersection of "F" Street and First Street, thence westerly along the centerline of First Street to the intersection of First Street and "M" Street, thence southerly along the centerline of "M" Street to the intersection of "M" Street and State Street, thence easterly along the centerline of State Street to the

intersection of State Street and "F" Street, thence northerly along the centerline of State Street to the point of beginning.

C. Customers using quantity garbage or commercial collection containers (1-6 cubic yard boxes, drop boxes, and compactors) which are required to have a lock, or who elect to have a lock installed, will be assessed a fee for installation of the lock by the collection contractors. The rates for installation and collection for containers with a lock are provided in the collection contractor's rate sheet at the Public Works office and posted on the City's website.

### **13.08.110 Rates for curbside service.**

A. *Payment.* All charges for solid waste and recyclable collection shall be collected by any private contractor ("contractor" or "vendor") who provides collection services in accordance with the terms of this chapter.

B. *Delinquency.* In the event a customer does not pay the private contractor by the due date, the customer will be given reasonable opportunity to bring the account current. If the customer does not bring the account current within 30 (thirty) days, and with prior written notice to the customer, the private contractor may suspend solid waste and recyclable service to the customer. If the customer remains delinquent for 60 (sixty) days or greater, the private contractor may remove the solid waste and recycle containers. If the customer remains delinquent in excess of 90 (ninety) days, the private contractor may pursue additional legal remedies including seeking private debt collection services. In any case, when a customer has cured delinquency the private contractor shall resume solid waste and recyclable service.

If service is suspended, the City may determine the premises where suspension occurs to be unsanitary or otherwise non-compliant with building or public nuisance laws. In such case, a lien may be made by the City against the property. Such lien shall become effective upon the filing by the city of a notice of lien in the office of the Grays Harbor County Auditor, which notice shall specify the amount of the charges, the period covered by the charges, and a legal description of the premises. Such lien shall be foreclosed in the same manner as are liens for labor and materials for the improvement of real property.

C. *Rates for Curbside Service.*

Rates for collection services are specified in the contract between the City and the vendor, including any amendments or addenda. The most recent rate schedule is maintained in the Public Works office and is available upon request, or on the City's website. The rate schedule includes, but is not limited to, the following:

- residential and commercial cart services

- permanent and temporary container services
- compactor and drop-box services
- special service charges
- roll-outs due to special circumstances or customer hardship
- special item removal
- lock and cable fee

The tipping fee to be added to the charges for drop boxes is at the rates established by contract with Grays Harbor County and other regulatory agencies for disposal sites meeting minimum functional standards set by the Washington State Department of Ecology.

No load is to exceed nine (9) tons.

D. Monthly Billing. No refund of charges paid shall be made for other than a full calendar month for which service is not required. In the event the city shall combine the billing for solid waste and recyclable collection with the billing for city water and sewer services, the city shall have the right to apply any partial payments on utility bills first to the payment of charges for solid waste and recyclable collection with the balance to be applied toward the payment of remaining current utility charges, in such order as the finance director shall see fit, but lastly to charges for water service.

**SECTION 2. PUBLICATION BY SUMMARY.** The City Clerk is authorized and directed to publish the attached summary in lieu of this ordinance.

**SECTION 3. EFFECTIVE DATE.** This ordinance shall take effect immediately upon its passage, signing, and publication.

**PASSED and APPROVED** this \_\_\_ day of \_\_\_\_\_, 2020.

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Pete Schave, Mayor

ATTESTED:

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M. Patrice Kent, Acting City Clerk

**SUMMARY - ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE RELATING TO COLLECTION FEES OF SOLID WASTE AND RECYCLABLE MATERIALS, AMENDING SECTIONS 13.08.075 and 13.08.110 OF THE ABERDEEN MUNICIPAL CODE AS AMENDED.**

**SECTION 1. CODE SECTIONS AMENDED:**

- AMC 13.08.075 (Locks Required – Downtown Aberdeen Business District – Defined – Charges)
- AMC 13.08.110 (Rates for curbside service)
  - 13.08.110 (A) Payment
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  - 13.08.110 (C) Rates

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**PASSED and APPROVED** this \_\_\_ day of \_\_\_\_\_, 2020.

Signed:   /s/ PS, Mayor  

Attest:   /s/ MPK, Acting City Clerk

**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:** Consultant Services for Fairview Reservoir Slope Stability Analysis

**REPORTS AS FOLLOWS:** The Public Works Department applied for and was awarded \$76,503 from FEMA to perform a slope stability analysis on the north slope of Fairview Reservoir No. 1. The Engineering Division performed a competitive qualifications-based selection process and selected Landau Associates as the most qualified firm to perform the analysis. The consultant scope includes project management, coordination, and meetings; environmental permitting (NEPA & SEPA); collection and review of existing data; geotechnical investigation, analysis, and evaluation; slope stabilization alternatives analysis; and a slope stabilization preliminary design analysis report. The total fee is \$117,720 with \$76,503 to be reimbursed through the FEMA grant and the remainder to be paid for by the Water Utility.

**IT IS RECOMMENDED:** The Mayor shall be authorized to sign an agreement with Landau Associates for \$117,720 for the Fairview Reservoir Slope Stability Analysis.

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

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

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

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

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

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

## **ATTACHMENT A SCOPE OF WORK**

Prepared for:

### **CITY OF ABERDEEN Fairview Reservoir No. 1 Slope Stability May 11, 2020**

#### **INTRODUCTION**

Landau Associates (Consultant) has been retained by City of Aberdeen (City) to provide geotechnical engineering services for the City's Fairview Reservoir No. 1 Slope Stability project. Consultant was selected based on the City's request for proposal and Consultant's statement of qualifications submitted March 31, 2020.

The following scope of work identifies project assumptions, delineates tasks to be performed, and specifies deliverables to be provided as part of the agreement between the Consultant and City. Attachment A was developed based on the scope of work prepared by the Washington State Department of Ecology Dam Safety Office (DSO) and the City as part of the Department of Homeland Security High Hazard Potential Dam rehabilitation grant application.

#### **SCOPE OF WORK**

##### **Task 1 – Project Management, Coordination, Meetings**

Manage the work outlined in this scope of work to complete the project within the approved budget and within the timeframes targeted for implementation.

##### **Assumptions:**

- Project duration is 8 consecutive months or less
- Consultant will provide a monthly conference call and two in person meetings with City

##### **Deliverables:**

- Monthly progress reports and invoices to be emailed in Adobe® PDF format.
- Provide meeting and conference call notes in PDF format

##### **Task 2 – Environmental Permitting (SEPA & NEPA)**

Initial environmental efforts will include performing a desktop review of known historical and environmental resources in the project's anticipated area of potential effect. Information gathered during the initial desktop review will be used to develop a work plan for the proposed ground disturbances and coordination with the Department of Archeological and Historical Preservation (DAHP) for approval of the proposed approach and survey methods. This task includes the following efforts:

- Review existing resource information on DAHP's Wisaard System
- Fill out NEPA Categorical Exclusion Form
- Develop a cultural resources work plan for the proposed work
- Coordination with DAHP for concurrence of the proposed work

**Assumption:**

- Consultant will subcontract Cultural Resource Consultants, of Seattle, WA (a Washington State-certified woman-owned small business enterprise), to provide DAHP related services
- NEPA Categorical Exclusion Form assumes a determination of no effect

**Deliverables:**

- Cultural resources workplan (PDF format)
- NEPA Categorical Exclusion form (PDF format)

**Task 3 – Collection and Review of Existing Data**

Review existing data from previous studies conducted for the Fairview Hill Reservoirs and prepare a work plan to gather additional information required to perform the slope stability analysis and slope stabilization alternative analysis. This task will include the following efforts:

- Review electronic data provided by the City and DSO
- Perform a site visit with the City to review reservoir functionality and history
- Review the City's paper files for other relevant, non-electronic data
- Review survey monitoring and piezometer monitoring data. Collect a piezometer reading if piezometers are still functional
- Review DSO's stability analysis and past geotechnical explorations
- Identify data gaps and develop a new data collection work plan; topographic survey, subsurface explorations, monitoring, and laboratory testing
- Attend a meeting or conference call with City to discuss Consultant's review of existing data

**Assumptions:**

- Timeline of this task is contingent on DSO's response time to inquiries
- Effort will be focused on the north slope only.

**Deliverables:**

- Meeting minutes (PDF format)
- New data collection work plan; field investigation, monitoring, and laboratory testing plan (PDF format)

**Task 4 – Geotechnical Investigation, Analysis and Evaluation**

Perform geotechnical investigation, testing, and analysis of the soils sampled from the slope failure areas along the north slope of the reservoir. Conduct required evaluation to assess the stability of the Reservoir No. 1's embankment under static and seismic loading. This task is estimated to include the following efforts. Actual tasks will be refined after completion of Task 3.

- Geotechnical drilling and sampling, instrumentation, and laboratory testing. A placeholder cost and scope estimate is included at this time
- Subcontract a topographic survey of selected areas. Consultant will subcontract Lin and Associates, Inc., of Seattle, Washington (a Washington State-certified small, minority, and disadvantaged business enterprise).
- Complete static stability analysis using limit-equilibrium numerical methods

- Complete seismic stability analysis; the method of analysis will depend on results of DSO's analysis completed to date

**Assumptions:**

- Cost estimates include 120 lf of drilling, 100 lf of inclinometer casing, and 1 piezometer
- Stability analysis will be performed on one cross sections along the north slope of Reservoir No. 1
- Stability remedy design will be limited to the north slope
- Finite element/finite difference numerical modelling is not required.
- The City can provide an excavator, if needed, to assist with drill rig access.

**Deliverables:**

- Topographic survey (PDF and AutoCAD .dwg)
- Stability analysis technical memorandum (PDF format)

**Task 5 – Slope Stabilization Alternatives Analysis**

Perform alternative analysis to determine the slope stabilization improvements for the embankment in the northeast corner of Reservoir No. 1. This task is estimated to include the following efforts:

- Attend stakeholder coordination meeting to identify and prioritize evaluation criteria
- Develop feasible design alternatives for evaluation
- Evaluate top rated design alternatives based on prioritized criteria defined in the stakeholder meeting
- Develop high level cost estimates of each alternative

**Assumptions:**

- Stakeholder assumed to be limited to City Public Works staff
- No more than three alternatives will be evaluated
- Each alternative will be evaluated with respect to its impact on environmental and historic resources

**Deliverables:**

- Stakeholder coordination meeting minutes (PDF format)
- Alternatives analysis matrix/table (PDF format)

**Task 6 – Slope Stabilization Preliminary Design Analysis Report**

Develop a design analysis report for the preferred improvements to document design parameters and decisions, provide proposed construction methods and estimated construction costs, and identify next steps. This task is estimated to include the following efforts:

- Develop draft design analysis report for Dam Safety Office review
- Develop preliminary design report
- Develop engineer's opinion of probable construction costs
- Update of the O&M Manual and EAP to incorporate evaluation results and recommendations

**Assumptions:**

- O&M Manual and EAP can be provided in word or PDF format

- Preliminary design report includes engineering calculations, sketches, and recommendations for achieving final design and/or construction documents

**Deliverables:**

- Draft and final preliminary design report (PDF format)
- Updates to the O&M Manual and EAP, if needed (PDF format)

**PERIOD OF SERVICE**

When calculating project costs, the Consultant assumed the project schedule included on the next page.

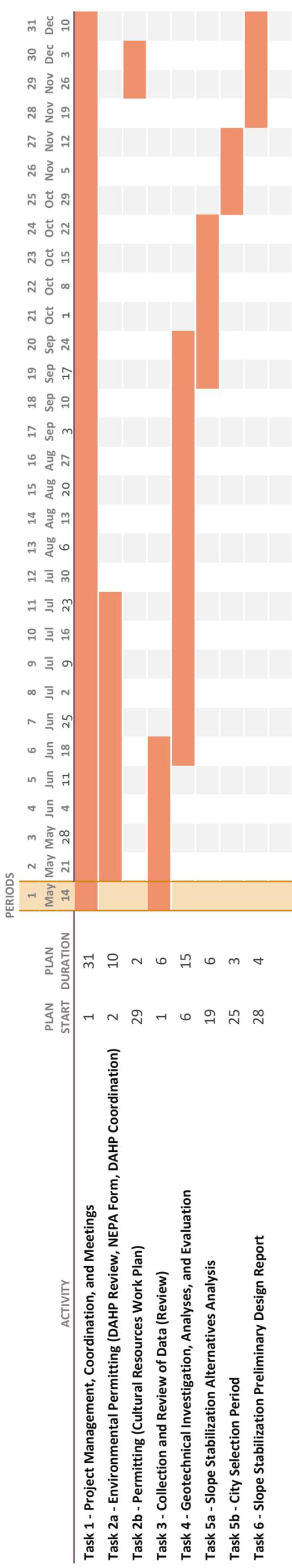
Prepared by: Daniel Simpson, PE 5/13/2020

Reviewed by: Calvin McCaughan, PE 5/13/2020

# Fairview Reservoir 1 Slope Stability Project Schedule

Period Highlight: 1 ■ Planned duration

Start Week **May 14, 2020**



**Attachment B-1  
Fee Estimate  
Fairview Reservoir No. 1 Slope Stability  
Aberdeen, Washington**

Consultant Labor						
Scope Items	Principal Review	Project Manager/ Engineer	Staff Engineer/ Geologist	Support Staff/ CAD	Totals	Total Labor Costs
	\$200.00	\$150.00	\$110.00	\$90.00		
Task 1 - Project Management, Coordination, and Meetings		40		22	62	\$ 7,980
Task 2 - Environmental Permitting (SEPA & NEPA)	6	25		6	37	\$ 5,490
Task 3 - Collection and Review of Existing Data		25	20	10	55	\$ 6,850
Task 4 - Geotechnical Analysis and Evaluation*	10	130	25		165	\$ 24,250
Task 5 - Slope Stabilization Alternatives Analysis*	10	60	30	10	110	\$ 15,200
Task 6 - Slope Stabilization Preliminary Design Analysis Report*	10	60		10	80	\$ 11,900
<b>TOTAL LABOR COST</b>	36	340	75	58	509	<b>\$ 71,670</b>
<b>Subcontracted Services (includes 10% markup)</b>						
Task 2 - Cultural Resources (W/SBE)						\$ 7,800
Task 4 - Geotechnical Drilling*						\$ 13,000
Task 4 - Survey (M/SBE)						\$ 13,000
<b>TOTAL SUBCONTRACTED SERVICES</b>						<b>\$ 33,800</b>
<b>Direct Expenses</b>						
Instrumentation*						\$ 5,000
Laboratory Testing*						\$ 5,000
Mileage						\$ 750
Miscellaneous direct expenses						\$ 1,500
<b>TOTAL DIRECT EXPENSES</b>						<b>\$ 12,250</b>
<b>TOTAL</b>						<b>\$ 117,720</b>

\* indicates fee estimate is approximate and may be refined after completion of Task 3. Total budget will not exceed \$117,720 without authorization by the City.

NOTE: Project assumes funds can be re-allocated between tasks if needed.

## Attachment B-2



### PROJECT SPECIFIC COMPENSATION SCHEDULE FAIRVIEW RESERVOIR SLOPE STABILITY ANALYSIS

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal Review	\$200
Project Manager/Project Engineer	\$150
Staff Engineer/Geologist/Scientist	\$110
Support Staff/CAD	\$90

#### **Equipment**

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

#### **Subcontractor Services and Other Expenses**

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a ten percent (10%) handling charge.

#### **Invoices**

Invoices for Landau Associates' services will be issued monthly.

#### **Term**

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

**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:** Authorization to purchase five pump station replacement pumps.

**REPORTS AS FOLLOWS:** The City’s Engineering Department reached out to Vaughan Co., Inc. to purchase replacement chopper pumps for pump stations 4, 6, 8, 9, and 13 within a budget of \$75,000. The City of Aberdeen received a quote totaling \$72,955.00 plus tax. Following review, Vaughan’s quote for pump station pumps was accepted by Public Works. The City has the option to exercise sole source procurement for chopper pumps per committee report adopted 4/22/2020. Replacement of pump station pumps is deemed necessary and routine by the Public Works Department.

**IT IS RECOMMENDED:** The Mayor shall be authorized to sign an agreement with Vaughan Co., Inc for \$72,955.00 plus tax for (5) pump station chopper pumps.

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

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

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

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

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

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



City of Aberdeen

**Quote # 43382B**

Dated: 6/4/2020

Page 2

Attn: Daryl Epstein and Kyle Scott

Project: Lift Stations #4, #6, #8, #9 and #13

*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS  
 ALL PRICING BEYOND 60 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.*

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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**STATION #6**

**PUMP PERFORMANCE: 650 GPM @ 40 FT. TDH**

**3 1 EA VAUGHAN MODEL PE4S6CS-113 VERTICAL PEDESTAL CHOPPER PUMP CONSISTING OF:**

- **CASING AND BACK PULL-OUT PLATE**, cast ductile iron, with 4" 125 lb. ANSI rated discharge flange.
- **IMPELLER, CUTTER NUT AND UPPER CUTTER**, cast steel, heat treated to minimum 60 Rockwell C Hardness. Impeller dynamically balanced.
- **CUTTER BAR**, cast 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.
- **FLUSHLESS MECHANICAL SEAL**, cartridge type with TC faces and integral shaft sleeve, as manufactured by Vaughan.
- **ELASTOMERS**, BUNA N
- **PEDESTAL BASE WITH INLET FLANGE**, 6" 150 lb. ANSI rated forged steel elbow, pedestal mounted. Base plate fabricated from 1018 steel, complete with anchor bolt holes.
- **COUPLING**, elastomeric type by TB Woods.
- **MOTOR MOUNT**, 1018 steel, piloted for "C" flanged mounted motor.
- **PUMP STANDARD FINISH**: treated with solvent wash and a single coat of Tnemec Perma-Shield PL Series 431 Epoxy (minimum 5 MDFT). (Except Motor)

**TOTAL LIST PRICE: \$ 10,495 \$ 10,495**

**4 1 EA ELECTRIC MOTOR CONSISTING OF:**

- **DRIVE**, 15 HP, 1200 RPM, 230/460/3/60, 1.15 SF, "C" flanged, TEFC electric motor.

**TOTAL LIST PRICE: \$ 3,060 \$ 3,060**

SUBMITTALS:	SUBMITTAL TIME IS 4 - 6 WEEKS AFTER RECEIPT OF ORDER.
PRODUCTION TIME:	ESTIMATED 6 TO 8 WEEKS AFTER RECEIPT OF APPROVED SUBMITTALS, RELEASE TO PRODUCTION AND EXECUTED PURCHASE ORDER. ESTIMATED SHIP DATES ARE SUBJECT TO CHANGE DEPENDENT ON MOTOR AVAILABILTY. VAUGHAN CO. WILL ARRANGE SHIPMENT UPON THE RECEIPT OF APPROVED FACTORY TESTS, IF APPLICABLE.
FOB:	MONTESANO, WASHINGTON VIA BEST WAY
TERMS:	CONTINGENT OF CREDIT APPROVAL
EXPIRATION:	QUOTATION VALID FOR 60 DAYS

BB

***"Solids Handling Specialists"***

City of Aberdeen

**Quote # 43382B**

Dated: 6/4/2020

Page 3

Attn: Daryl Epstein and Kyle Scott

Project: Lift Stations #4, #6, #8, #9 and #13

*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS  
 ALL PRICING BEYOND 60 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.*

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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**STATION #8**

**PUMP PERFORMANCE: 650-900 GPM @ 39-31 FT. TDH**

**5 1 EA VAUGHAN MODEL PE4S6CS-113 VERTICAL PEDESTAL CHOPPER PUMP CONSISTING OF:**

- **CASING AND BACK PULL-OUT PLATE**, cast ductile iron, with 4" 125 lb. ANSI rated discharge flange.
- **IMPELLER, CUTTER NUT AND UPPER CUTTER**, cast steel, heat treated to minimum 60 Rockwell C Hardness. Impeller dynamically balanced.
- **CUTTER BAR**, cast 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.
- **FLUSHLESS MECHANICAL SEAL**, cartridge type with TC faces and integral shaft sleeve, as manufactured by Vaughan.
- **ELASTOMERS**, BUNA N
- **PEDESTAL BASE WITH INLET FLANGE**, 6" 150 lb. ANSI rated forged steel elbow, pedestal mounted. Base plate fabricated from 1018 steel, complete with anchor bolt holes.
- **COUPLING**, elastomeric type by TB Woods.
- **MOTOR MOUNT**, 1018 steel, piloted for "C" flanged mounted motor.
- **PUMP STANDARD FINISH**: treated with solvent wash and a single coat of Tnemec Perma-Shield PL Series 431 Epoxy (minimum 5 MDFT). (Except Motor)

**TOTAL LIST PRICE: \$ 10,495 \$ 10,495**

**6 1 EA ELECTRIC MOTOR CONSISTING OF:**

- **DRIVE**, 15 HP, 1200 RPM, 230/460/3/60, 1.15 SF, "C" flanged, TEFC electric motor.

**TOTAL LIST PRICE: \$ 3,060 \$ 3,060**

SUBMITTALS:	SUBMITTAL TIME IS 4 - 6 WEEKS AFTER RECEIPT OF ORDER.
PRODUCTION TIME:	ESTIMATED 6 TO 8 WEEKS AFTER RECEIPT OF APPROVED SUBMITTALS, RELEASE TO PRODUCTION AND EXECUTED PURCHASE ORDER. ESTIMATED SHIP DATES ARE SUBJECT TO CHANGE DEPENDENT ON MOTOR AVAILABILTY. VAUGHAN CO. WILL ARRANGE SHIPMENT UPON THE RECEIPT OF APPROVED FACTORY TESTS, IF APPLICABLE.
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***"Solids Handling Specialists"***

City of Aberdeen

**Quote # 43382B**

Dated: 6/4/2020

Page 4

Attn: Daryl Epstein and Kyle Scott

Project: Lift Stations #4, #6, #8, #9 and #13

*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS  
ALL PRICING BEYOND 60 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.*

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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**STATION #9**

**PUMP PERFORMANCE: 650-900 GPM @ 39-31 FT. TDH**

**7 1 EA VAUGHAN MODEL PE4S6CS-113 VERTICAL PEDESTAL CHOPPER PUMP CONSISTING OF:**

- **CASING AND BACK PULL-OUT PLATE**, cast ductile iron, with 4" 125 lb. ANSI rated discharge flange.
- **IMPELLER, CUTTER NUT AND UPPER CUTTER**, cast steel, heat treated to minimum 60 Rockwell C Hardness. Impeller dynamically balanced.
- **CUTTER BAR**, cast 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.
- **FLUSHLESS MECHANICAL SEAL**, cartridge type with TC faces and integral shaft sleeve, as manufactured by Vaughan.
- **ELASTOMERS**, BUNA N
- **PEDESTAL BASE WITH INLET FLANGE**, 6" 150 lb. ANSI rated forged steel elbow, pedestal mounted. Base plate fabricated from 1018 steel, complete with anchor bolt holes.
- **COUPLING**, elastomeric type by TB Woods.
- **MOTOR MOUNT**, 1018 steel, piloted for "C" flanged mounted motor.
- **PUMP STANDARD FINISH**: treated with solvent wash and a single coat of Themec Perma-Shield PL Series 431 Epoxy (minimum 5 MDFT). (Except Motor)

**TOTAL LIST PRICE: \$ 10,495 \$ 10,495**

**8 1 EA ELECTRIC MOTOR CONSISTING OF:**

- **DRIVE**, 15 HP, 1200 RPM, 230/460/3/60, 1.15 SF, "C" flanged, TEFC electric motor.

**TOTAL LIST PRICE: \$ 3,060 \$ 3,060**

SUBMITTALS:	SUBMITTAL TIME IS 4 - 6 WEEKS AFTER RECEIPT OF ORDER.
PRODUCTION TIME:	ESTIMATED 6 TO 8 WEEKS AFTER RECEIPT OF APPROVED SUBMITTALS, RELEASE TO PRODUCTION AND EXECUTED PURCHASE ORDER. ESTIMATED SHIP DATES ARE SUBJECT TO CHANGE DEPENDENT ON MOTOR AVAILABILTY. VAUGHAN CO. WILL ARRANGE SHIPMENT UPON THE RECEIPT OF APPROVED FACTORY TESTS, IF APPLICABLE.
FOB:	MONTESANO, WASHINGTON VIA BEST WAY
TERMS:	CONTINGENT OF CREDIT APPROVAL
EXPIRATION:	QUOTATION VALID FOR 60 DAYS

BB

***"Solids Handling Specialists"***

City of Aberdeen

**Quote # 43382B**

Dated: 6/4/2020

Page 5

Attn: Daryl Epstein and Kyle Scott

Project: Lift Stations #4, #6, #8, #9 and #13

*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS  
 ALL PRICING BEYOND 60 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.*

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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**STATION #13**

**PUMP PERFORMANCE: 1350 GPM @ 18 FT. TDH**

**9 1 EA VAUGHAN MODEL SE6W-100 SUBMERSIBLE CHOPPER PUMP CONSISTING OF:**

- **CASING AND BACK PULL-OUT PLATE**, cast ductile iron, with 6" Class 125 ANSI rated discharge flange.
- **IMPELLER, CUTTER NUT AND UPPER CUTTER**, cast steel, heat treated to minimum 60 Rockwell C Hardness. Impeller dynamically balanced.
- **CUTTER BAR**, cast steel, heat treated to minimum 60 Rockwell C Hardness.
- **SHAFT**, heat treated steel.
- **ELASTOMERS**, BUNA N
- **DRIVE**, 15 HP, 1200 RPM, 460 volt, 3 phase, 60 Hz, 1.15 SF, Explosion Proof (Class 1, Group C & D) submersible motor with tandem mechanical seals, moisture sensors, internal thermostats, and 25 ft. of power cable, 15 minute in air duty, manufactured by Reliance.
- **PUMP STANDARD FINISH**: treated with solvent wash and a single coat of Tnemec Perma-Shield PL Series 431 Epoxy (minimum 5 MDFT). (Except Motor)

**TOTAL LIST PRICE: \$ 17,535 \$ 17,535**

**10 1 EA STANDARD GUIDE RAIL SYSTEM CONSISTING OF:**

- **6" GUIDE BRACKET**, cast ductile iron.

**TOTAL LIST PRICE: \$ 725 \$ 725**

**11 1 EA VAUGHAN MOISTURE RELAY CONSISTING OF:**

- **MOISTURE AND OVER-TEMPERATURE RELAY**, VPMR in NEMA 0 enclosure for mounting in control panel by others. Relay is UL approved, not CSA certified.

**TOTAL LIST PRICE: \$ 475 \$ 475**

SUBMITTALS:	SUBMITTAL TIME IS 4 - 6 WEEKS AFTER RECEIPT OF ORDER.
PRODUCTION TIME:	ESTIMATED 6 TO 8 WEEKS AFTER RECEIPT OF APPROVED SUBMITTALS, RELEASE TO PRODUCTION AND EXECUTED PURCHASE ORDER. ESTIMATED SHIP DATES ARE SUBJECT TO CHANGE DEPENDENT ON MOTOR AVAILABILTY. VAUGHAN CO. WILL ARRANGE SHIPMENT UPON THE RECEIPT OF APPROVED FACTORY TESTS, IF APPLICABLE.
FOB:	MONTESANO, WASHINGTON VIA BEST WAY
TERMS:	CONTINGENT OF CREDIT APPROVAL
EXPIRATION:	QUOTATION VALID FOR 60 DAYS

BB

***"Solids Handling Specialists"***



# Chopper Pumps

City of Aberdeen

**Quote # 43382B**

Dated: 6/4/2020

Page 6

Attn: Daryl Epstein and Kyle Scott

Project: Lift Stations #4, #6, #8, #9 and #13

*DUE TO CONTINUED PRICING INSTABILITIES IN MOTORS, METALS AND CASTINGS  
ALL PRICING BEYOND 60 DAYS MUST BE VERIFIED PRIOR TO PLACING AN ORDER.*

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
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Customer to pick up when pumps are ready

*Freight quotes are for informational purposes only and is not a guarantee of the final shipping charge.  
Shipping charges are not finalized until the equipment leaves Vaughan's warehouse.  
Partial shipments are subject to additional freight charges*

**APPLICATION:** LIFT STATION  
**INDUSTRY:** MUNICIPAL

Brad Beerbower - Vaughan Co., Inc.

SUBMITTALS:	SUBMITTAL TIME IS 4 - 6 WEEKS AFTER RECEIPT OF ORDER.
PRODUCTION TIME:	ESTIMATED 6 TO 8 WEEKS AFTER RECEIPT OF APPROVED SUBMTTALS, RELEASE TO PRODUCTION AND EXECUTED PURCHASE ORDER. ESTIMATED SHIP DATES ARE SUBJECT TO CHANGE DEPENDENT ON MOTOR AVAILABILTY. VAUGHAN CO. WILL ARRANGE SHIPMENT UPON THE RECEIPT OF APPROVED FACTORY TESTS, IF APPLICABLE.
FOB:	MONTESANO, WASHINGTON VIA BEST WAY
TERMS:	CONTINGENT OF CREDIT APPROVAL
EXPIRATION:	QUOTATION VALID FOR 60 DAYS

BB

***"Solids Handling Specialists"***



## 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 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



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

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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.

**City of Aberdeen  
Legislative Report  
Aberdeen Fire Department**

**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 declare vehicle #87, a Pierce Fire Engine, surplus.

**Report As Follows:** Vehicle #87 is a 1994 Pierce Fire Engine that is no longer needed to maintain daily operations. It is requested that the Aberdeen Fire Department be allowed to surplus this vehicle to be sold to another emergency services agency or through public auction at fair market value.

**Recommend As Follows:** That the Mayor and Finance Director be authorized to declare vehicle #87 surplus and sold with the proceeds placed into the fire department's Equipment Reserve Replacement Fund for future replacement of vehicles or equipment.

This budget item is routine, and necessary to complete in order to meet statutory annual reporting and planning requirements.



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Tom Hubbard, Fire Chief

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Pete Schave, Mayor

**Public Safety Committee**

\_\_\_\_\_  
Chairperson

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Committee Member

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Committee Member

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Committee Member

Reported: July 8, 2020

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

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**City of Aberdeen  
Legislative Report  
Aberdeen Fire Department**

**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 declare vehicle #89, a Pierce Telesquirt Fire Engine, surplus.

**Report As Follows:** Vehicle #89 is a 1994 Pierce Telesquirt Fire Engine that is no longer needed to maintain daily operations. It is requested that the Aberdeen Fire Department be allowed to surplus this vehicle to be sold to another emergency services agency or through public auction at fair market value.

**Recommend As Follows:** That the Mayor and Finance Director be authorized to declare vehicle #89 surplus and sold with the proceeds placed into the fire department's Equipment Reserve Replacement Fund for future replacement of vehicles or equipment.

This budget item is routine, and necessary to complete in order to meet statutory annual reporting and planning requirements.



\_\_\_\_\_  
Tom Hubbard, Fire Chief

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Pete Schave, Mayor

**Public Safety Committee**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Committee Member

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Committee Member

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Committee Member

Reported: July 8, 2020

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