



**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 August 12, 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**

**August 12, 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 the Community Development Director recommending that the City Council authorize the Mayor to execute contracts for Coronavirus Relief Fund Small Business Grants, based on the GNRLF Committee's recommendations and that all applicants are in good standing with the City of Aberdeen.
- E. Resolutions
- F. Ordinances
  - 1. Third reading and adoption 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 Supplemental Agreement #6 to the contract with KPFF Consulting Engineers for the North Shore Levee project.

2. Report from Public Works and the Public Works Director recommending that the Mayor shall be authorized to sign all standard Washington State Department of Transportation agreements relative to obligation and implementation of the SR105 Pedestrian and Bicycle Improvements preliminary engineering, right-of-way, and construction phases and authorize the advertisement for bids prior to construction. Separate future action by the Council for the award of the bids will be made after proposals have been received.
3. Report from Public Works and the Public Works Director recommending that the Mayor shall be authorized to sign all standard Washington State Department of Transportation agreements relative to obligation and implementation of the Stevens Elementary Improvements preliminary engineering and construction phases and authorize the advertisement for bids prior to construction. Separate future action by the Council for the award of the bids will be made after proposals have been received.
4. Report from Public Works and the Public Works Director recommending that the Mayor shall be authorized to sign all standard Washington State Department of Transportation agreements relative to obligation and implementation of the US 101 Safety Improvement Project planning, preliminary engineering, right-of-way and construction phases and authorize the advertisement for bids prior to construction. Separate future action by the Council for the award of the bids will be made after proposals have been received.

D. Resolutions

E. Ordinances

## **VII. PUBLIC SAFETY**

A. Committee Chair Report

B. Reports & Communications

## **VIII. SPECIAL AGENDA ITEMS**

A. Reports & Communication

1. Report from the Parks Director recommending that the City Council approve the accession of certain items into the City's Museum Collection.

B. Proclamation

C. Resolutions

D. Ordinances

1. Second reading and public hearing of Bill No. 20-03 an Ordinance relating to Department Head Benefit Program and amending Ordinance 6491.
2. Second reading and public hearing of Bill No. 20-04 an Ordinance relating to Employee Benefits for FLSA Exempt and Unrepresented Employees and amending Ordinance 6620.

E. Appointments

1. Museum Board – Tawni Andrews
2. Grays Harbor Council of Governements – Tawni Andrews
3. Downtown Parking Board – Alan Richrod
4. Parks Board – David Haviland
5. Civil Service Commission – Margo Shortt
6. Wellness Committee – Margo Shortt

- 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.

**LEGISLATIVE DEPARTMENT  
CITY OF ABERDEEN**

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

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

**To Whom was Referred:** Community Development Director

**RE:** **Recommendations for Funding for the Coronavirus Relief Fund (CRF) Small Business Grant Agreement**

**REPORT AND RECOMMEND AS FOLLOWS:**

On July 29, 2020 The City Council reviewed the Good Neighbors Revolving Loan Fund (GNRLF) Committee's recommendations to approve 13, first round applications for the Coronavirus Relief Fund Small Business Grants. Of the 13 recommended for approval, only 9 business qualified for the first round of funding for a total of \$30,757.

Of the original \$200,000 approved for the small business grants, the City of Aberdeen has \$169,243 left for consideration in round 2.

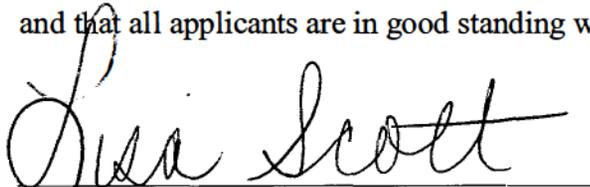
The Good Neighbors Revolving Loan Fund Committee, comprised of Tony Enzler (Bank of the Pacific), Tom Quigg (Windermere Real Estate), Wil Russoul (Aberdeen Main Street Executive Director) and Stephanie Bennett (Steam Donkey Brewery) will be meeting on Tuesday, August 11<sup>th</sup> to review 25 applications for round 2 of funding.

Attached to the staff report is the list of businesses that are being considered for round 2. The requests for funding exceed the amount remaining. The GNRLF Committee has a large task during this second round of funding and will take a bit of extra time for review as staff is also verifying that all businesses are current with their licenses and fees.

Businesses are struggling to keep the doors open in these difficult times. Information is still trickling in for these funding applications, per the requirements of the City's CARES Grant. So as not to delay the release of funds to our businesses to the end of this month, staff is asking for City Council to accept this staff report, pending the final report from the GNRLF Committee.

City staff will provide the final list, recommended for funding to City Council on Tuesday, August 11<sup>th</sup>.

Therefore, it is recommended that the City Council authorize the Mayor to execute contracts for Coronavirus Relief Fund Small Business Grants, based on the GNRLF Committee's recommendations and that all applicants are in good standing with the City of Aberdeen.

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

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Chair

Reported: August 12, 2020

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Adopted: August 12, 2020

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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 ~~strike through~~ 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(c)(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
<del>30 cubic yard compactor drop boxes (not including tipping fee):</del>	
Each scheduled pickup	\$219.52
Special pickup	\$229.90
<del>40 cubic yard compactor drop boxes (not including tipping fee):</del>	
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

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 ~~strike through~~ 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 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.

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.

---

Pete Schave, Mayor

ATTESTED:

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M. Patrice Kent, Acting City Clerk

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

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**SECTION 1. CODE SECTIONS AMENDED:**

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- 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

**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:** North Shore Levee Supplemental Agreement #6

**REPORTS AS FOLLOWS:** Additional consultant scope and tasks will be necessary to complete the North Shore Levee project. The Public Works Department proposes that new consultant tasks be added by task order through an on-call master agreement rather than through individual contract amendments 1) to reduce overhead and administrative costs, 2) to allow greater flexibility in the phasing and timed implementation of tasks, and 3) to simplify tracking of work completed and deliverables with respect to available budgets. The proposed Supplemental Agreement #6 to the contract with the City's prime consultant for the project, KPFF Consulting Engineers, will add the ability for the City to issue individual task orders based on agreed upon scope and fee under the terms of the original contract as amended.

**IT IS RECOMMENDED:** The Mayor shall be authorized to sign Supplemental Agreement #6 to the contract with KPFF Consulting Engineers for the North Shore Levee project.

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

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

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

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

\_\_\_\_\_  
David Haviland, Member

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



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number <u>6</u></b>		Organization and Address	
Original Agreement Number		KPF Consulting Engineers 612 Woodland Square Loop SE Lacey, WA 98503	
Project Number		Phone: <u>360-292-7230</u>	
<u>KPF No. 414040, City No. STORM-2016-0001</u>		Execution Date	Completion Date
Project Title		<u>March 23, 2016</u>	<u>December 31, 2021</u>
<u>North Shore Levee</u>		New Maximum Amount Payable	
Description of Work		<u>\$5,651,438.90 + approved task orders</u>	
<p>This supplemental agreement adds on-call professional engineering services, professional surveying services, and other professional consultant services to the existing agreement between the City of Aberdeen and KPF Consulting Engineers for completion of the North Shore Levee project.</p>			

The Local Agency of City of Aberdeen  
 desires to supplement the agreement entered in to with KPF Consulting Engineers  
 and executed on March 23, 2016 and identified as Agreement No. \_\_\_\_\_  
 All provisions in the basic agreement remain in effect except as expressly modified by this supplement.  
 The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:  
 KPF Consulting Engineers and its subcontractors (KPF) shall perform on-call professional services on a task based time & materials basis for the City in accordance with the attached on-call scope at Exhibit A.

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: December 31, 2021

**III**

Section V, PAYMENT, shall be amended as follows:  
 Payment shall be as described in the attached on-call scope.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.  
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Mark R. Steepy By: Pete Schave

\_\_\_\_\_  
 Consultant Signature Approving Authority Signature  
 \_\_\_\_\_  
 Date

## SUPPLEMENTAL AGREEMENT 6 ("NORTH SHORE LEVEE")

### EXHIBIT A: DESCRIPTION OF WORK AND PAYMENT

#### ON CALL CONSULTANT SERVICES SCOPE between the City of Aberdeen and KPFF Consulting Engineers

##### **I. DESCRIPTION OF WORK**

KPFF Consulting Engineers and its subcontractors (KPFF) shall perform on-call professional services on a task based time & materials basis for the City of Aberdeen (City) for the North Shore Levee project within the terms set by the agreement between KPFF and the City dated March 23, 2016, and as amended by existing or future supplemental agreements.

##### **II. PAYMENT**

The City shall pay KPFF, based on time and materials on a task by task related basis, an amount mutually agreed upon for each task order assigned. Each task order assigned shall be approved by the City prior to commencing work and each task assigned shall be invoiced in accordance with the rate(s) set forth in the agreement between KPFF and the City dated March 23, 2016, and as amended by existing or future supplemental amendments. There will be no specific limitation on the quantity and/or minimum or maximum value of each task order assigned; however, the City does not guarantee that the Consultant will receive a specific volume of work, specific total contract amount, or a specific task order value.

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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:** SR105 Pedestrian and Bicycle Improvements  
Funding Obligation

**REPORTS AS FOLLOWS:** The Public Works Department received a \$364,000 WSDOT transportation grant through the Pedestrian and Bicycle Program for the construction of sidewalks, ADA ramps, bike lanes and associated drainage on Boone Street between West Harriman Street and Edward P. Smith Drive (Grays Harbor College). The grant was awarded in Project Phases to include Preliminary Engineering, Right-of-Way, and Construction. The awarded amounts are as follows:

- Preliminary Engineering Phase = \$39,200 (Local match = \$9,800, Total = \$49,000)
- Right-of-Way Phase = \$9,600 (Local match = \$2,400, Total = \$12,000)
- Construction Phase = \$315,200 (Local match = \$78,800, Total = \$394,000)

**THEREFORE, IT IS RECOMMENDED:** The Mayor shall be authorized to sign all standard Washington State Department of Transportation agreements relative to obligation and implementation of the SR105 Pedestrian and Bicycle Improvements preliminary engineering, right-of-way, and construction phases and authorize the advertisement for bids prior to construction. Separate future action by the Council for the award of the bids will be made after proposals have been received.

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

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

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

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

\_\_\_\_\_  
David Haviland, 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:** Stevens Elementary Safety Improvements Funding  
Obligation

**REPORTS AS FOLLOWS:** The Public Works Department received a \$411,200 WSDOT transportation grant through the Safe Routes to School Program for the construction of sidewalks, curb, gutter, curb extensions, planter strip, driveways, bike lanes and associated drainage on the south side of Cushing Street between S Tilden Street and S West Blvd (US 101). The grant was awarded in Project Phases to include Preliminary Engineering and Construction. The awarded amounts are as follows:

- Preliminary Engineering Phase = \$32,000 (Local match = \$8,000, Total = \$40,000)
- Construction Phase = \$379,200 (Local match = \$94,800, Total = \$474,000)

**THEREFORE, IT IS RECOMMENDED:** The Mayor shall be authorized to sign all standard Washington State Department of Transportation agreements relative to obligation and implementation of the Stevens Elementary Safety Improvements preliminary engineering and construction phases and authorize the advertisement for bids prior to construction. Separate future action by the Council for the award of the bids will be made after proposals have been received.

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

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

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

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

\_\_\_\_\_  
David Haviland, 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:** US 101 Safety Improvement Project Funding  
Obligation

**REPORTS AS FOLLOWS:** The Public Works Department received a \$1,246,769 WSDOT transportation grant through the FHWA Surface Transportation Program (STP) for the construction of bulb-outs, re-striping for road diet, high visibility crosswalks, bike lanes and associated drainage along US 101 (W Curtis St, N West Blvd, S West Blvd). The grant was awarded in Project Phases to include Planning, Preliminary Engineering, Right-of-Way, and Construction. The awarded amounts are as follows:

- Planning Phase = \$57,795 (Local match = \$9,020, Total = \$66,815)
- Preliminary Engineering Phase = \$173,384 (Local match = \$27,060, Total = \$200,444)
- Right-of-Way Phase = \$115,590 (Local match = \$18,040, Total = \$133,630)
- Construction Phase = \$900,000 (Local match = \$569,926, Total = \$1,469,926)

**THEREFORE, IT IS RECOMMENDED:** The Mayor shall be authorized to sign all standard Washington State Department of Transportation agreements relative to obligation and implementation of the US 101 Safety Improvement Project planning, preliminary engineering, right-of-way and construction phases and authorize the advertisement for bids prior to construction. Separate future action by the Council for the award of the bids will be made after proposals have been received.

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

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

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

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

\_\_\_\_\_  
David Haviland, Member

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

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**CITY OF ABERDEEN  
LEGISLATIVE DEPARTMENT**

**Mr. Mayor:**

Hon. Peter Schave

**The Members of  
Your Committee On:**

**Parks Director**

**In Reference To:**

**Board of Museum & History Recommendation items for  
accession into the City's Collection**

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

The City of Aberdeen Board of Museum and History met on Tuesday, August 4, 2020. At this meeting the Board approved a recommendation to the Aberdeen City Council to access the following item into the City's Museum Collection: A WF Emerson Grand Square Piano owned by Carl & Bell Weatherwax from 1889 to 1953 donated by Tom Quigg; 1943 & 1944 Quinaults, 1966 Babe Ruth Team Roster, 1966 KBKW Flyer donated by Jody Cinert; two folding chairs from the Morck Hotel donated by Bobbie Sherer Morris.

***Recommend as follows:***

It is recommended that the City Council approve the accession of the items listed into the City's Museum Collection.



Stacie Barnum, Parks Director

Reported: August 12, 2020

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



## History of the piano

The piano was purchased by Isaac Brock Malcolm, MD, for his daughter, Belle Malcolm Weatherwax, spouse of Carl S. Weatherwax. Carl was born December 2, 1859, and died March 2, 1945. Belle Malcolm Weatherwax was born May 8, 1852, and died on July 6, 1953. <sup>1</sup>

“When Carl and Belle Weatherwax arrived in Aberdeen in 1888, she wrote her mother that she was seasick on the ferry from Astoria to Grays Harbor. ‘Nonsense,’ her mother, the doctor’s wife, writes back, ‘no one in the family has ever been seasick – check your calendar.’ Belle did, and her mother was correct. She was ‘preggers.’ Little Fred was born in 1889, and the piano was a gift to Belle, sometime after his birth.” <sup>2</sup>

Carl and Belle Weatherwax lived at 617 North “K” Street, Aberdeen. When Belle died the piano was sold by her sons, Fred and Carl Jr., to Dan and Sarah McGillicuddy. The McGillicuddy’s kept it in the living room of their home at 206 East 8<sup>th</sup> Street, Aberdeen.

The McGillicuddy’s died in 1975, and the piano was purchased by their great nephew, Tom Quigg.

1. Information provided by Dave Mickelson

2. Information provided by Darryl Davis.

Both are great grandsons of Belle and Carl Weatherwax



Aberdeen Museum of History  
City of Aberdeen Parks Department  
200 East Market Street  
Aberdeen, WA 98520



## Artifact Donation Form

Your name: Jodie Cinert  
Email address: jodie.cinert@comcast.net  
Mailing address: P.O. Box 6666  
Cosmopolis, WA 98537  
Phone number: 360-580-5875

### Description of materials

1. What is the artifact(s) you are offering to donate?

1943 Quinault  
1944 Quinault  
1966 Babe Ruth Team Rosters  
1966 KBKW flyer

2. What is the artifact(s) history and how is it related to Aberdeen's or Grays Harbor's history? (Who made it? Who used it?)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. How and when did you acquire the artifact(s)?

2014 after my dad's death

4. How big is it? (Please provide measured dimensions of height, width, and depth. If the artifact is heavy, please include approximate weight.)

Yearbooks

5. What is the artifact(s) condition? (Is it damaged or previously repaired in anyway?)

not in premium condition

6. Are you donating the material or are you hoping to sell it?

Donating

Selling

7. Are you the legal owner of the artifact(s)?

Yes

No

Please attach 1 or 2 images of the artifact(s) you hope to donate to the Museum. When complete, please mail the form and images to the Aberdeen Museum of History, c/o Aberdeen Parks Department, 200 East Market Street Aberdeen, WA 98520

Aberdeen Museum of History  
City of Aberdeen Parks Department  
200 E. Market Street  
Aberdeen WA 98520



## ARTIFACT ACCESSION FORM

Object ID#

DATE Approved by City Council: \_\_\_\_\_

DONOR'S NAME:

Bobbie Sheerer Morris

ARTIFACT DESCRIPTION:

2 folding chairs from the  
Morck Hotel

*George W. Dorson*  
Chair, Collections Committee

8-4-20  
Date

\_\_\_\_\_  
Curator of Aberdeen Museum of History

\_\_\_\_\_  
Date

The authority to access this item was passed by a majority vote of the  
Aberdeen Board of Museum and History on

8-4-20  
Date

X

\_\_\_\_\_  
Chair, Aberdeen Board of Museum and History

Final Delivery: \_\_\_\_\_

Date

Method and Delivered to

Delivered By: \_\_\_\_\_

Print Name

Signature

Date

# Aberdeen Museum of History

c/o City of Aberdeen Parks Department  
200 East Market Street  
Aberdeen, WA 98520



## Artifact Donation Form

Object ID# \_\_\_\_\_

Object Name: FOLDING CHAIRS

Your name: BOBBIE SWEETZER WOODS

Email address: BOBBIEWOOD@YAHOO.COM

Mailing address: 8821 SE 56<sup>th</sup> ST NEACOLE WA 98510  
City State Zip

Phone number: C-206-947-4923

### Description of materials

1. What is the artifact(s) you are offering to donate?

TWO FOLDING CHAIRS FROM WOODCK HOTEL

2. What is the artifact(s) history and how is it related to Aberdeen's or Grays Harbor's history? (Who made it? Who used it?)

C. RASTETTER & SONS CO. "SELD KUMFORT" FOLDING CHAIR

3. How and when did you acquire the artifact(s)?

FATHER HAROLD SWEETZER WAS MANAGER OF WOODCK HOTEL FROM LATE 40'S - EARLY '60'S

4. How big is it? (Please provide measured dimensions of height, width, and depth. If the artifact is heavy, please include approximate weight.)

33 1/2" H x 17" W x 16 1/2" D

5. What is the artifact(s) condition? (Is it damaged or previously repaired in anyway?)

GOOD / USED

6. Are you donating the material or are you hoping to sell it?

Donating

Selling

7. Are you the legal owner of the artifact(s)?

Yes

No

Please attach 1 or 2 images of the artifact(s) you hope to donate to the Museum. When complete, please mail the form and images to the Aberdeen Museum of History, c/o Aberdeen Parks Department, 200 East Market Street Aberdeen, WA 98520

Date Form Received: \_\_\_\_\_ (office use only)

Form adopted by Board of Museum & History: February 5, 2019  
Amended, approved July 2, 2019



Bill No. \_\_\_\_\_

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

**AN ORDINANCE RELATING TO A DEPARTMENT HEAD BENEFIT PROGRAM AND AMENDING ORDINANCE 6491.**

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

**SECTION 1. DEPARTMENT HEAD BENEFITS.** Section 1 of Ordinance 6348, as amended by Ordinance 6391, is hereby amended to read as follows:

The following benefit program is hereby adopted for Department Heads of the City of Aberdeen:

**I. Included Positions**

The benefits provided herein shall apply to the following City officials:

1. City Engineer
2. Building Inspector III
3. Corporation Counsel
4. Parks and Recreation Director
5. Fire Chief
6. Police Chief
7. Finance Director
8. Community Development Director
9. Public Works Director
10. Human Resources Director
11. Municipal Court Judge
12. City Administrator

In the event an individual holds more than one of the above offices, the benefits shall apply as if that individual held one office.

Except as provided herein, Department Heads shall receive no additional pay above their basic salary for any of the following: overtime, longevity, call-back, working on a designated holiday or weekend, or working in excess of 40 hours per week.

**II. Paid Leave Time**

Department Heads shall receive the same number of hours of paid leave time in accordance to years of service as is provided for by contract with City employees represented by the American Federation of State, County, and Municipal Employees plus eight hours per month.

**III. Paid Leave Time Usage**

- (A) A Department Head may use paid leave time during the first year of employment.
- (B) Department Heads may accumulate up to a maximum of seven hundred and twenty (720) hours of paid leave. Any amount of paid leave time over 720 hours can be converted to medical leave at the

end of the year.

(C) After one complete year of employment with the City, each Department Head is expected to use ten (10) days of **paid leave** per year (dating from appointment as a Department Head or the date this provision goes into effect, whichever is later

(D) All **paid leave** shall be taken at the Department Head's convenience and shall be with the consent of the Mayor if over three consecutive days are taken or if the leave is taken at a time likely to interfere with the operational functions of the City. The Mayor reserves the right to recall Department Heads from **paid leave** during times of emergency provided that any **paid leave** not taken as a result of such action shall be retained by the Department Head and shall not be forfeited.

(E) Department Heads shall be responsible to account for used and accumulated **paid leave** and shall report such as directed by the Mayor.

(F) Upon the termination of employment as a Department Head, unused accumulated **paid leave** shall be processed as follows:

- (1) If a person's employment as a Department Head is terminated and that person remains employed by the City in another classified position, that employee shall retain his or her accumulated **paid leave**.
- (2) Upon the death of a Department Head, the last paycheck shall include payment for the unused accumulated **paid leave**.
- (3) If a person's employment as a Department Head is terminated for any other reason, the employee shall be compensated all accrued leave time.

#### **IV. Leave Time Conversion**

A Department Head who is participating in the City's Deferred Compensation Program may elect to exchange up to ten (10) hours of **paid leave** per month in return for the deposit by the City of the cash equivalent into the City's Deferred Compensation Program. Such an election will take effect upon the next opening date for changing contributions to the Deferred Compensation Program and an election by a Department Head to withdraw from the vacation leave conversion program shall be effective upon the next opening date. Changes by the Department Heads to their **paid leave time** conversion election shall not occur more frequently than once every six months.

#### **V. Medical Leave Bank**

Except for a Fire Chief or a Police Chief who were members of and retained their membership in the law enforcement and firefighters' retirement system prior to October 1, 1977 (LEOFF I), Department Heads shall accrue a medical leave bank of 1040 hours during their first year of employment. A Department Head will receive an additional 480 hours at 12 years and again at 20 years of continuous employment. However, the accumulation of medical leave shall still be limited to 1,040 hours. Except as provided herein, or mandated by state or federal law, **medical leave** shall be used only for illness, injury, or disability.

In the event that a Department Head requests leave for a death in his or her immediate family, he or she may elect to take three days funeral leave if the funeral is to be held in the State of Washington, and five days if it is to be held outside the State of Washington.

Fire Chiefs and Police chiefs who are under the LEOFF I system, in addition to the benefits of that system, shall be entitled to the sick leave benefits under [1-40-0352.52.100](#) Aberdeen City Code and shall be entitled to the same bereavement or funeral leave as is provided to the members of their respective departments.

## VI. Holidays

The following days are designated paid holidays for Department Heads:

New Year's Day,  
Memorial Day,  
Independence Day,  
Labor Day,  
Thanksgiving Day,  
Christmas Eve,  
Christmas Day.

In addition to those specific holidays listed above, each Department Head shall be allowed five floating holidays, four of which shall be taken on or in lieu of 1) Martin Luther King Day, 2) President's Day, 3) Veteran's Day, and 4) the day after Thanksgiving. Any Department Head who terminates after taking an in-lieu- of-holiday prior to the actual holiday shall have the advance holiday deducted from his or her paycheck at eight (8) hours straight time pay per holiday. Any holidays not taken within a calendar year shall be forfeited.

Whenever a specified holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. Whenever a specified holiday falls on a Sunday, the following Monday shall be the legal holiday.

## VII. Death Benefits

~~The City will provide health and welfare coverage for Department Heads and their dependents. The City shall determine by resolution, or by adoption of a Personnel Committee report to the City Council, which insurance plans shall be offered and what portion of the premium shall be the responsibility of the employee. If a Department Head dies while employed by the City, the City will pay a death benefit equal to Twenty Thousand Dollars (\$20,000) to the Department Head's named beneficiary or to the Department Head's estate. This death benefit may be funded by an insurance policy or by self-insurance. The Council may from time to time determine to provide a death benefit greater than Twenty Thousand Dollars (\$20,000) by obtaining an insurance policy with a higher benefit. Termination of an insurance policy with a higher benefit shall automatically reduce the death benefit to Twenty Thousand Dollars (\$20,000).~~

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## VIII. Health and Welfare Insurance

The City will provide health and welfare coverage for Department Heads and their dependents. The City shall determine by resolution, or by adoption of a Personnel Committee report to the City Council, which insurance plans shall be offered and what portion of the premium shall be the responsibility of the employee.

## IX. Deferred Compensation

~~Department Heads participating in the City's Deferred Compensation Program shall receive a dollar for dollar match from the city. The City's match will be a maximum of four (4%) percent. The City's match shall be in addition to the basic salary of the exempt employee. Paid leave conversion under Article IV of this ordinance shall be included in determining the amount of the Department Head's contribution under this section.~~

## X. Jury Duty

Department Heads shall be granted paid time off for jury duty.

## XI. Vehicles

Vehicle assignments are made solely for the benefit of the City and shall under no circumstances be deemed a Department Head benefit. Vehicles may be considered a taxable benefit per the Internal Revenue Services (IRS), in the event that the vehicle is a taxable benefit the City will follow IRS rules and regulations. The following positions may be assigned a vehicle:

Fire Chief  
Police Chief  
Public Works Director

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**XII. Conversion Rate**

For the purpose of determining benefits available to Department Heads, the rate per hour shall be computed by dividing the annualized base salary by 2,080 hours.

**XIII. Longevity Pay**

Department Heads shall be entitled to longevity pay based on years of continued employment within the City. The longevity pay rate shall be as follows:

After 10 years: Two and one-half percent (2.5%);

After 15 years: Three percent (3.0%);

After 20 years: Three and one half percent (3.5%);

After 25 years: Four percent (4%)

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**XIV. Program Modifications**

Upon the recommendation of the Mayor, the City Council by Resolution may give a newly- hired or appointed Department Head credit in the paid leave time schedule for prior years of work experience, or a portion thereof, outside the City of Aberdeen under such circumstances as the Council may deem appropriate.

In the event of an emergency situation placing extraordinary demands upon Department Heads, the City may, by resolution, increase the benefits provided herein or provide for additional benefits during the existence of the emergency.

The City reserves the right to amend or modify the benefits provided herein so long as such modification does not affect vested or accrued rights.

**SECTION 2. PUBLICATION BY SUMMARY.** Attached here to and incorporated herein is a summary of this ordinance for the purposes of publication. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance, according to law.

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

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

---

Pete Schave, Mayor

Attest: \_\_\_\_\_  
\_\_\_\_\_  
City Clerk/Finance Director

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

**AN ORDINANCE RELATING TO A DEPARTMENT HEAD BENEFIT PROGRAM  
AND AMENDING ORDINANCE 6348.**

The following is a summary of the above ordinance for the purposes of publication. The full text of the ordinance will be mailed upon request.

**Section 1.** Includes death benefits as previously written and approved. Amended vehicles to include applicable positions. Addition of longevity benefits.

**Section 2.** Publication by summary authorized.

**Section 3.** Effective date immediately upon passage and publication.

PASSED and APPROVED: \_\_\_\_\_, 2020.

Bill # 20-

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

**AN ORDINANCE RELATING TO EMPLOYEE BENEFITS FOR FLSA EXEMPT AND UNREPRESENTED EMPLOYEES AND AMENDING ORDINANCE 6620.**

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

SECTION 1. UNREPRESENTED EMPLOYEE BENEFITS. Section 1 of Ordinance 6492, as amended by Ordinance 6572, is hereby amended to read as follows:

The following benefit program is hereby adopted for unrepresented employees of the city of Aberdeen:

**I. Included Positions**

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(A) The benefits provided herein shall apply to the following City employees for so long as the positions are not represented by a bargaining unit:

1. Assistant Finance Director
2. Accountant II
3. Deputy Chief of Police
4. Police Administrative Coordinator
5. Assistant Fire Chief
6. Fire Administrative Coordinator
7. Wastewater Systems Manager
8. Water Systems Manager
9. Public Works Accountant
10. Assistant Parks and Recreation Director
11. Court Administrator

12. Administrative Legal Assistant
13. Deputy Corporation Counsel
14. Human Resources Technician
15. Assistant Community Development Director
16. Police Commander

(B) In addition to the above positions, the benefit program shall also apply to unrepresented positions approved by the City, which are not covered by the Department Head benefit ordinance.

(C) Except as provided herein, unrepresented employees who are exempt from the mandatory overtime provisions of state or federal law shall receive no compensatory time off or additional pay above their annualized base salary for working in excess of 40 hours per week. An unrepresented employee who contests the determination that his or her position is exempt from the mandatory overtime provisions of state and federal law shall continue to receive exempt employee benefits until a final administrative or judicial determination of the mandatory overtime exemption status.

~~(D) Employees who are not exempt from the mandatory overtime provisions of state and federal law may request accrual of compensatory time off instead of receiving compensation. The request for compensatory time must be made at the time the hours are worked. Employees may accrue up to forty (40) hours of compensatory time off. Use of accrued compensatory time off must be pre-approved by a supervisor, and may be approved to be used within a reasonable period following request for the time, provided that it does not unduly disrupt the work place or interfere with the business needs of the work group or department. In addition, the City may require employees to use all or a portion of their accrued compensatory time off within a specified period of time and subject to the scheduling needs of the work group or department. Employees should consult with their immediate supervisor to schedule the leave. Upon separation of employment with the City for any reason, an employee will be paid for all earned and accrued compensatory time.~~

**Commented [PK1]:** No named positions are not exempt from overtime hours; compensatory time off policy is in the Personnel Policy (Section 8.150)

## **II. Paid Leave Time**

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Unrepresented exempt employees shall receive the same number of hours of vacation leave in accordance to years of service as is provided for by contract with City employees represented by the American Federation of State, County, and Municipal Employees (AFSCME) plus six hours per month. Unrepresented employees who are not exempt from the mandatory overtime provisions of state or federal law shall receive four additional hours per month.

### **III. Paid Leave Time Usage**

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(A) Unrepresented employees may accumulate up to a maximum of seven hundred and twenty (720) hours of paid leave, computed on the basis of an eight-hour day. Any amount of paid leave time over 720 hours will be converted to medical leave at the end of the year.

(B) All paid leave shall be taken per Personnel Policy.

(C) In one complete year of employment with the City, each unrepresented employee is expected to use ten (10) days of paid leave per year ~~fr~~ dating from appointment as an unrepresented employee or the date this provision goes into effect, whichever is later). Any amount of paid leave not used up to ten (10) days shall be forfeited unless prior permission to accrue those days or a portion thereof is given in writing by the Mayor.

(D) Department Heads shall be responsible to account for used and accumulated paid leave and shall report as directed by the Mayor.

(E) Upon the termination of employment as an unrepresented employee, unused accumulated paid leave shall be processed as follows:

a. If a person's employment as an unrepresented employee is changed to another classified position, that employee shall retain his or her accumulated paid leave.

b. Upon the death of an unrepresented employee, the last paycheck shall include payment for the unused accumulated paid leave.

c. If a person's employment as an unrepresented employee is terminated for any other reason, the employee shall be compensated all accrued paid leave time.

### **IV. Paid Leave Time Conversion**

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An unrepresented employee who is participating in the City's Deferred Compensation Program may elect to exchange up to ten (10) hours of paid leave per month in return for the deposit by the City of the cash equivalent into the City's Deferred Compensation Program. Such an election will take effect upon the next opening date for changing contributions to the Deferred Compensation Program and an election by an unrepresented employee to withdraw from the paid leave time conversion program shall be effective upon the next opening date. Changes by the unrepresented employees to their paid leave conversion election shall not occur more frequently than once per year.

### **V. Medical Leave Bank**

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Unrepresented employees who are not active members of the LEOFF I retirement system shall accrue a medical leave bank of 1040 hours during their first year of employment. There will be

an additional accrual of 480 hours at 12 and again at 20 years of consecutive employment; however, the accumulation of medical leave shall still be limited to 1040 hours. Except as provided herein or mandated by state or federal law, ~~sick~~ medical leave shall be used only for illness, injury, or disability. Except for rights vested under Ordinance 4902 prior to its repeal in February of 1973, there shall be no payout of medical leave upon termination. In the event that an unrepresented employee requests leave for a death in his or her immediate family, he or she may elect to take three days' bereavement leave if the funeral is to be held in the state of Washington, and five days if it is to be held outside the State of Washington.

Unrepresented employees who are active LEOFF I members (not retired for service or disability) shall be entitled to the sick leave benefits under Section 2.52.100 of the Aberdeen Municipal Code.

#### **VI. Workers Compensation Supplement**

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An unrepresented employee injured on the job and entitled to receive Worker's Compensation, on the employee's election, may use accumulative medical leave with pay for the first three (3) days not covered by the Worker's Compensation Law and to use medical leave to supplement the amount received for Workman's Compensation to make the amount received equal to the unrepresented employee's daily rate of pay, if paid on a daily rate, or monthly salary, if paid on a monthly salary, to the full extent of any unused medical leave. Medical leave used as a supplement to an unrepresented employee's Worker's Compensation shall be deducted and prorated according to the actual amount of medical leave time needed to provide compensation equal to the unrepresented employee's annualized base wage rate.

#### **VII. Holidays**

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The following days are designated paid holidays for unrepresented employees:

New Year's Day,

Martin Luther King Day,

President's Day,

Memorial Day,

Independence Day,

Labor Day,

Veteran's Day,

Thanksgiving Day,  
Day after Thanksgiving  
Christmas Eve,  
Christmas Day,

Floating Holiday (to be taken during the year upon mutual consent of employee and Department Head)

With the prior consent and agreement of the Department Head, or the Department Head's designee, or the Mayor in the absence of both the Department Head and their designee, an unrepresented employee who works on one of the designated holidays may take another day off in lieu of the holiday. Any holidays not taken within a calendar year shall be forfeited.

Whenever a specified holiday falls upon a Saturday, the preceding Friday shall be the legal holiday. Whenever a specified holiday falls on a Sunday, the following Monday shall be the legal holiday.

#### VIII. Death Benefits

The City will pay a death benefit equal to Twelve Thousand Five Hundred Dollars (\$12,500.00) to the unrepresented employee's named beneficiary or to the unrepresented employee's estate if the employee dies while employed by the City and is exempt from the mandatory overtime provisions of state or federal law. Unrepresented employees who are not exempt from the mandatory overtime provisions of state or federal law shall receive a death benefit equal to Ten Thousand Dollars (\$10,000.00). This death benefit may be funded by an insurance policy or by self-insurance.

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#### IX. Health and Welfare Insurance

The City will provide health and welfare coverage for unrepresented employees and their dependents. The City shall determine by resolution, or by adoption of a Personnel Committee report to the City Council, which insurance plans shall be offered and what portion of the premium shall be the responsibility of the employee.

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#### X. Deferred Compensation

Unrepresented employees participating in the City's Deferred Compensation Program shall receive a dollar for dollar match from the city. The City's match for FLSA exempt employees shall not exceed three percent (3%) of the employee's current range and step on the salary schedule, and two percent (2%) for unrepresented nonexempt employees. The City's match shall be in addition to the base salary of the unrepresented employee. Paid leave conversion under Article IV of this ordinance shall be included in determining the amount of the unrepresented employee's contribution under this section.

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**XI. Jury Duty**

Unrepresented employees shall be granted paid time off for jury duty.

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**XII. Vehicles**

Vehicle assignments are made solely for the benefit of the City and shall under no circumstances be deemed an employee benefit. Vehicles may be considered a taxable benefit per the Internal Revenue Services (IRS), in the event that the vehicle is a taxable benefit the City will follow IRS rules and regulations. The following positions may be assigned a vehicle:

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- Deputy Chief of Police
- Police Commander
- Assistant Fire Chief

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**XIII. Conversion Rate**

For the purpose of determining benefits available to unrepresented employees, the rate per hour shall be computed by dividing the annualized base salary by 2,080 hours.

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**XIV. Longevity Pay**

Unrepresented employees shall be entitled to longevity pay based on years of continued employment within the City. The longevity pay rate shall be as follows:

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- Starting 10<sup>th</sup> year      2%
- Starting 15<sup>th</sup> year     3%
- Starting 20<sup>th</sup> year     4%

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**XV. Program Modifications**

Upon the recommendation of the Mayor, the City Council, by majority vote, may elect to give a newly-hired or appointed unrepresented employee credit in the paid leave time schedule for prior years of work experience, or a portion thereof, outside the City of Aberdeen under such circumstances as the Council may deem appropriate.

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The City reserves the right to amend or modify the benefits provided herein so long as such modification does not affect vested or accrued rights.

**SECTION 2. PUBLICATION BY SUMMARY.** Attached hereto and incorporated herein is a summary of this ordinance for the purposes of publication. The Finance Director is authorized and directed to publish the attached summary in lieu of this ordinance, according to law.

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

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

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

ATTESTED:

\_\_\_\_\_  
Finance Director

Bill # ~~20-19-~~

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

**AN ORDINANCE RELATING TO AN UNREPRESENTED EMPLOYEES AND AMMENDING ORDIANCE 6620.**

The following is a summary of the above ordinance for the purposes of publication. The full text of the ordinance will be mailed upon request.

Section 1. Includes death benefits as previously written and approved. Amended vehicles to include applicable positions. Addition of longevity benefits.

Section 2. Publication by summary authorized.

Section 3. Effective date immediately upon its passage, signing, and publication.

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

