



ABERDEEN CITY COUNCIL

April 26, 2017

COUNCIL MEETING AGENDA

7:15 PM – 3rd Floor, City Hall

COMMITTEE OF THE WHOLE

- A. Guest Speakers
- B. Additions to Agenda
- C. Department Heads
- D. Mayor's Report
- E. Non-Standing Committee Reports

COUNCIL MEETING

I. ROLL CALL

II. FLAG SALUTE

III. APPROVAL OF MINUTES

IV. ADDITIONS / DELETIONS

V. PUBLIC COMMENT Re: Agenda Items (Please limit your comments to 3 minutes)

VI. FINANCE COMMITTEE

- A. Committee Chair Report
- B. Approval of expenditures
 - 1. Recommend approval of expenditures and payroll.
- C. Public Hearings
- D. Reports & Communications
 - 1. GH PUD Telecommunications Agreements
- E. Ordinances

VII. PUBLIC WORKS

- A. Committee Chair Report
- B. Reports & Communication
 - 1. Report from Public Works and the Public Works Director recommending that the City Council authorize the Mayor to sign a Gray & Osborne for \$50,000 for the "Analysis of Wastewater Treatment Plant Disinfection Process Replacement Alternatives" project.
- C. Ordinances
 - 1. Second reading and date of public hearing of Bill No. 17.03 relating to the abatement of unfit dwellings and amending sections 15.50.030, 15.50.050, 15.50.090 and 15.50.100 of the Aberdeen Municipal Code.

VIII. PUBLIC SAFETY

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

IX. SPECIAL AGENDA ITEMS

- A. Reports & Communication
- B. Proclamation
- C. Resolutions
- D. Appointments
 - 1. Recommend Leslie Goings to the Park Board

X. CITY COUNCIL COMMENT PERIOD

XI. PUBLIC COMMENT PERIOD (Please limit your comments to 3 minutes)

XII. EXECUTIVE SESSION

The City of Aberdeen does not discriminate against or exclude anyone from participation in public meetings. Requests for assistance should be made by contacting the Finance Department at 360-537-3236, 48 hours in advance of the meeting. Thank you.

**CITY OF ABERDEEN
COMMITTEE REPORT**

Mayor: Erik Larson

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

In Reference To: GH PUD Telecommunications Agreements

Background:

Currently, the City of Aberdeen has fiber extended to the Street Department, the Water Shop and the Fire Department Building. However, this fiber is "daisy chained" or extended from one building to another in linear fashion. Having buildings connected this way causes problems with our network as any disturbance or outage from a building upstream takes out every building downstream.

The Grays Harbor PUD has offered to extend fiber from their colocation facility directly to each of these three (3) City buildings for a very cost effective amount. The cost for fiber connectivity will be \$60 per month per building.

Lastly, the south side fire station has an internet connection however it has not ability to access or share any data on the City's servers. The PUD has also offered to connect this building at a cost effective rate. By connecting this building it will allow them to utilize the fire department's servers and even our VOIP phone network. The cost for fiber connectivity for this building will be \$90 per month.

Reports and recommend as follows:

That the City Council authorize the Mayor to sign the agreements with the PUD to extend fiber to the Street Department, Water Shop, Main Fire Department and the South Side Fire Station.

Mike Folkers, Finance Director

Jeff Cook, Chairman

Reported: April 26, 2017

Jim Cook

Adopted:

Alice Phelps

Karen Rowe



Revised
Exhibit C
April 13, 2017
City of Aberdeen

Ticket # 2017041073000118

Current fees are based on the existing price structures in the Telecommunications Rate Schedule 200. Such pricing is subject to change at District discretion; Customer shall receive 30 days notice.

Monthly Recurring Charges (MRC)	Circuit	Number of Strands	Miles per Strand	Rate per Mile	Total
APD to PUD Comm Room	354	1	2	\$30.00	\$60.00
911 Center to PUD Comm Room	354	1	2	\$30.00	\$60.00
Aberdeen Fire Dept to Aberdeen Colo	391	1	2	\$30.00	\$60.00
Aberdeen Street Dept to Aberdeen Colo	390	1	2	\$30.00	\$60.00
Aberdeen Water Dept to Aberdeen Colo	389	1	2	\$30.00	\$60.00
South Side Fire Station to Cosmopolis Colo	388	1	3	\$30.00	\$90.00
Total					\$390.00
Non- Recurring Charges (NRC)			Quantity	Fee	Total
Cross Connect Fee- Aberdeen Street Dept			3	\$125.00	\$375.00
Total					\$375.00

(1) The District has elected to establish 1.0-mile minimum increment.

Accepted and Agreed:

By: _____ Date: _____
Grays Harbor Public Utility District No. 1
Dave Ward - General Manager

Accepted and Agreed:

By: _____ Date: _____
Grays Harbor Public Utility District No. 1
Robert Hanny - Chief Information Officer

Accepted and Agreed:

By: _____ Date: _____
Lessee: City of Aberdeen
Name: _____ Title: _____



Revised
Exhibit C
April 13, 2017
City of Aberdeen

Ticket # 2017041073000127

Current fees are based on the existing price structures in the Telecommunications Rate Schedule 200. Such pricing is subject to change at District discretion; Customer shall receive 30 days notice.

Monthly Recurring Charges (MRC)	Circuit	Number of Strands	Miles per Strand	Rate per Mile	Total
APD to PUD Comm Room	354	1	2	\$30.00	\$60.00
911 Center to PUD Comm Room	354	1	2	\$30.00	\$60.00
Aberdeen Fire Dept to Aberdeen Colo	391	1	2	\$30.00	\$60.00
Aberdeen Street Dept to Aberdeen Colo	390	1	2	\$30.00	\$60.00
Aberdeen Water Dept to Aberdeen Colo	389	1	2	\$30.00	\$60.00
South Side Fire Station to Cosmopolis Colo	388	1	3	\$30.00	\$90.00
Total					\$390.00
Non- Recurring Charges (NRC)			Quantity	Fee	Total
Cross Connect Fee- Aberdeen Water Dept			3	\$125.00	\$375.00
Aid to Construction- Aberdeen Water Dept 50%- Due up Front Remaining balance of the actual cost of construction will be invoiced upon project completion. Total aid to construction estimate \$3300.00					\$ 1,650.00
Total					\$2,025.00

(1) The District has elected to establish 1.0-mile minimum increment.

Accepted and Agreed:

By: _____
Grays Harbor Public Utility District No. 1
Dave Ward - General Manager

Date: _____

Accepted and Agreed:

By: _____
Grays Harbor Public Utility District No. 1
Robert Hanny - Chief Information Officer

Date: _____

Accepted and Agreed:

By: _____
Lessee: City of Aberdeen
Name: _____

Date: _____

Title _____



Revised
 Exhibit C
 April 13, 2017
 City of Aberdeen

Ticket # 2017041073000136

Current fees are based on the existing price structures in the Telecommunications Rate Schedule 200. Such pricing is subject to change at District discretion; Customer shall receive 30 days notice.

Monthly Recurring Charges (MRC)	Circuit	Number of Strands	Miles per Strand	Rate per Mile	Total
APD to PUD Comm Room	354	1	2	\$30.00	\$60.00
911 Center to PUD Comm Room	354	1	2	\$30.00	\$60.00
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South Side Fire Station to Cosmopolis Colo	388	1	3	\$30.00	\$90.00
Total					\$390.00
Non- Recurring Charges (NRC)			Quantity	Fee	Total
Cross Connect Fee- South Side Fire Station			3	\$125.00	\$375.00
Total					\$375.00

(1) The District has elected to establish 1.0-mile minimum increment.

Accepted and Agreed:

By: _____
 Grays Harbor Public Utility District No. 1
 Dave Ward - General Manager

Date: _____

Accepted and Agreed:

By: _____
 Grays Harbor Public Utility District No. 1
 Robert Hanny - Chief Information Officer

Date: _____

Accepted and Agreed:

By: _____
 Lessee: City of Aberdeen
 Name: _____

Date: _____
 Title: _____



Revised
 Exhibit C
 April 13, 2017
 City of Aberdeen

Ticket #2017041073000092

Current fees are based on the existing price structures in the Telecommunications Rate Schedule 200. Such pricing is subject to change at District discretion; Customer shall receive 30 days notice.

Monthly Recurring Charges (MRC)	Circuit	Number of Strands	Miles per Strand	Rate per Mile	Total
APD to PUD Comm Room	354	1	2	\$30.00	\$60.00
911 Center to PUD Comm Room	354	1	2	\$30.00	\$60.00
Aberdeen Fire Dept to Aberdeen Colo	391	1	2	\$30.00	\$60.00
Aberdeen Street Dept to Aberdeen Colo	390	1	2	\$30.00	\$60.00
Aberdeen Water Dept to Aberdeen Colo	389	1	2	\$30.00	\$60.00
South Side Fire Station to Cosmopolis Colo	388	1	3	\$30.00	\$90.00
Total					\$390.00
Non- Recurring Charges (NRC)			Quantity	Fee	Total
Cross Connect Fee- Aberdeen Fire Dept			3	\$125.00	\$375.00
Total					\$375.00

(1) The District has elected to establish 1.0-mile minimum increment.

Accepted and Agreed:

By: _____
 Grays Harbor Public Utility District No. 1
 Dave Ward - General Manager

Date: _____

Accepted and Agreed:

By: _____
 Grays Harbor Public Utility District No. 1
 Robert Hanny - Chief Information Officer

Date: _____

Accepted and Agreed:

By: _____
 Lessee: City of Aberdeen
 Name: _____

Date: _____

Title _____

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

MR. MAYOR: Erik Larson

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

TO WHOM IT WAS REFERRED: Authorization for the Mayor to sign a contract with Gray & Osborne, Inc. (G&O) for professional services for the "Analysis of Wastewater Treatment Plant Disinfection Process Replacement Alternatives" project.

REPORTS AS FOLLOWS: The Public Works Department published a request for qualifications for professional services for the above-referenced project. Three engineering firms responded with statements of qualifications. G&O was selected as the most qualified firm. A scope, fee, and contract was negotiated between Public Works and G&O based on hourly rates with a not-to-exceed fee of \$50,000. The project is anticipated to result in an Engineering Report recommending a preferred option for replacement of the wastewater treatment plant's antiquated disinfection process.

THEREFORE, IT IS RECOMMENDED: That the City Council authorize the Mayor to sign a contract with G&O for \$50,000 for the "Analysis of Wastewater Treatment Plant Disinfection Process Replacement Alternatives" project.

Rick Sangder
Public Works Director

Dee Anne Shaw, Chair

Alan Richrod, Vice-Chair

Reported _____, 2017

Kathi Prieto, Member

Adopted _____, 2017

Peter Schave, Member

Notes on use: this form [2017 form contract – time & materials] is an up-date of the 1995 basic contract. Consider using the master agreement form [2017 form contract – master agreement] if multiple scopes of work are contemplated or if consultant is requesting provisions not contained in this agreement.

AGREEMENT FOR PROFESSIONAL SERVICES

**Between
CITY OF ABERDEEN
And
GRAY AND OSBORNE**

This Agreement is entered into as of this ____ day of _____, 20__, by and between the city of Aberdeen (“CITY”), a municipal corporation, and GRAY AND OSBORNE, INC., and engineering consulting firm (GRAY AND OSBORNE).

1. TERM OF CONTRACT

This Agreement shall be in full force and effect from _____, to completion of the work or termination pursuant to Section 14 of this Agreement.

2. SCOPE OF WORK

GRAY AND OSBORNE will perform all professional services necessary to complete the ANALYSIS OF WASTEWATER TREATMENT PLANT DISINFECTION PROCESS ALTERNATIVES, as more fully set forth in the April 19, 2017 proposal of GRAY AND OSBORNE, incorporated herein by reference as Attachment “A”.

3. TIME FOR BEGINNING AND COMPLETION

GRAY AND OSBORNE shall not begin any work under the terms of this Agreement until authorized in writing by CITY. All work under this Agreement shall be completed within 120 calendar days after CITY authorizes GRAY AND OSBORNE to begin work.

The established completion time shall not be extended because of any delays attributable to GRAY AND OSBORNE, but may be extended by CITY, in the event of a delay attributable to CITY, or because of unavoidable delays caused by an act of God or governmental actions or other conditions beyond the control of GRAY AND OSBORNE. A prior supplemental agreement issued by CITY is required to extend the established completion time.

4. NONDISCRIMINATION

GRAY AND OSBORNE agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or disability except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rate of pay or other

forms of compensation, selection for training, or rendition of services. During the performance of this Agreement, GRAY AND OSBORNE shall comply with federal and state nondiscrimination statutes and regulations, including the American Disabilities Act of 1992, as amended.

5. PAYMENT

CITY shall pay GRAY AND OSBORNE for completed services rendered on a Time and Expense basis and not to exceed the maximum estimated fees and costs of \$50,000 without prior written approval by CITY. Compensation will be in accordance with the schedule of rates and charges in Attachment "B". Invoices will be submitted once a month, which are payable upon receipt. An interest charge of one percent (1.0%) per month will be payable on any amounts not paid within 30 days of invoice date. Payments will first be applied against outstanding interest charges, then against unpaid invoice amount.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

6. RIGHT OF INSPECTION AND AUDIT

CITY or its agents shall at all times during the course of the work have reasonable access to inspect and to audit all pertinent GRAY AND OSBORNE records and accounts. GRAY AND OSBORNE will retain all books, records, documents and other materials relevant to this Agreement for five years after completion of the work and CITY or its agent shall have full access and the right to inspect and examine any of the said materials during normal work hours.

7. SUBCONTRACTING

With permission of CITY, GRAY AND OSBORNE may subcontract or assign portions of the engineering services. Services performed by subcontractors will be billed to CITY at actual cost. The costs of subcontracting shall be included within the maximum estimated fees and costs for GRAY AND OSBORNE's services.

8. PERFORMANCE OF SERVICES

All professional services performed under this Agreement shall be rendered with the degree of skill and diligence normally employed by professionals or consultants performing the same or similar service, in conformance with this Agreement and with normally applicable codes and standards.

9. OWNERSHIP AND REUSE OF DOCUMENTS

All reports, materials, and other data, furnished to GRAY AND OSBORNE by CITY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by GRAY AND OSBORNE prior to completion or termination of this Agreement are instruments of service for this project and are property of CITY. Reuse by CITY or by others acting through or on behalf of CITY of any such instruments of service, not occurring as a part of this Project, shall be without liability or legal exposure to GRAY AND OSBORNE.

10. INDEMNIFICATION

Each party shall defend, protect, and hold harmless the other, or any employee thereof from and against all claims, suits, and actions arising from any negligent act or omission of the other or any employees or agents of either while performing under the terms of this Agreement. Claims shall include, but not be limited to, assertions that the use or transfer of any software, book document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise result in any unfair trade practice.

11. INSURANCE

	<u>LIMITS OF LIABILITY</u>
A. Worker's Compensation Employer's Liability	Statutory \$1,000,000
B. Commercial General Liability (including Contractual Liability) Bodily Injury/Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
C. Comprehensive Automobile Policy (Owned, hired, and non-owned vehicles) Bodily Injury/Property Damage	\$1,000,000 combined single limits for each occurrence or aggregate
D. Professional Liability	\$1,000,000 combined single limits for each occurrence or aggregate

At CITY's request, insurance certificates will be provided by GRAY AND OSBORNE.

12. INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall construe GRAY AND OSBORNE or any of its employees or agents to be CITY's employees, agents, or representatives. GRAY AND

OSBORNE shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work described herein. GRAY AND OSBORNE shall be subject to the directions of CITY only with respect to the scope of the work and the general results required. GRAY AND OSBORNE shall comply with Title 51 RCW.

13. REMEDIES

Any remedy provided for breach of this Agreement shall not be deemed exclusive, and CITY and GRAY AND OSBORNE shall have such other remedies as may be available at law or in equity.

14. WAIVER

No waiver by CITY or GRAY AND OSBORNE of any breach by GRAY AND OSBORNE or CITY of any provision of this Agreement shall have any force or effect unless in writing, nor shall any waiver by a party hereto of any breach be construed as a waiver of any other future default or breach of the same provision or any other provision.

15. TERMINATION

This Agreement may be terminated by CITY upon thirty (30) days prior written notice. In the event of such termination by CITY other than for default on the part of GRAY AND OSBORNE, the City shall make a final payment to GRAY AND OSBORNE for actual hours charged at the time of termination plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs.

If the services of GRAY AND OSBORNE are terminated by CITY for default on the part of GRAY AND OSBORNE, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by CITY with consideration given to the actual costs incurred by GRAY AND OSBORNE in performing the work to be the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to CITY at the time of termination, the cost to CITY of employing another firm to complete the work required and the time which may be required to do so, and other factors which affect the value to CITY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made if the termination had been for the convenience of CITY rather than for default.

If it is determined for any reason that GRAY AND OSBORNE was not in default or that GRAY AND OSBORNE's failure to perform is without it or its employees' fault or negligence, the termination shall be deemed to be a termination for the convenience of CITY in accordance with the provision of this Agreement.

16. NOTICE

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

To CITY: Aberdeen City Hall
 200 East Market Street
 Aberdeen, WA 98520

To GRAY AND OSBORNE: Gray & Osborne, Inc.
 701 Dexter Avenue North, Suite 200
 Seattle, WA 98109

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

17. ENTIRE AGREEMENT

The terms and provisions of this Agreement constitute the entire Agreement between the parties and supersede all previous communications, negotiations, proposals, representations, conditions, warranties or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be enlarged, modified or altered except in writing, signed by duly authorized officers or representatives of the parties.

18. SEVERABILITY

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. CITY and GRAY AND OSBORNE shall in good faith attempt to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which come as close as possible to expressing the intention of the original provisions.

19. VENUE

The venue of any legal action between the parties as result of this Agreement shall be in the Superior Court of the State of Washington, in and for Grays Harbor County, Washington, located in Montesano, Washington.

20. COST OPINIONS

Any cost opinions or Project economic evaluations provided by GRAY AND OSBORNE will be on a basis of experience and judgment, but, since GRAY AND OSBORNE has no control over market conditions or bidding procedures, GRAY AND OSBORNE does not warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

21. NO THIRD PARTY BENEFICIARIES

This agreement gives no rights or benefits to anyone other than CITY and GRAY AND OSBORNE and has no third party beneficiaries.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this ____ day of _____, 20__.

GRAY AND OSBORNE



By: Michael B. Johnson, President

CITY OF ABERDEEN

Erik Larson, Mayor

Attest:

Mike Folkers, Finance Director

EXHIBIT "A"

SCOPE OF WORK

CITY OF ABERDEEN ANALYSIS OF WASTEWATER TREATMENT PLANT DISINFECTION PROCESS ALTERNATIVES – ENGINEERING SERVICES

The following provides a scope of work for Gray & Osborne, Inc. to provide engineering services for completion of an Analysis of Wastewater Treatment Plant Disinfection Process Alternatives for the City of Aberdeen, Washington.

The focus of the scope is to prepare an Engineering Report evaluating the possibility of replacing the existing disinfection system at the City's Wastewater Treatment Plant (WWTP). Currently, the City uses gas chlorination and dechlorination with gaseous sulfur dioxide. The chlorine contact tanks are under the launders of two secondary clarifiers. Although the existing disinfection system is generally able to meet its permit limits, and has adequate capacity for projected future flows, there are several issues with the existing disinfection system, which include the following:

1. Much of the existing system was installed in 1977-1981, and is approaching the end of its useful life.
2. It has become difficult to reliably obtain gaseous chlorine and sulfur dioxide.
3. Although the system has proven to be safe, the continuing presence of gas cylinders of chlorine and sulfur dioxide presents a risk to operational staff and the nearby community.

PROPOSED SCOPE OF WORK

The proposed scope of work is described below.

Task 1 – Data Collection

1. Request and review existing reports, design documents, record drawings, and operating data and reports to determine the characteristics of the existing disinfection system and evaluate issues affecting the project.
2. Document condition of existing facilities.
3. Loan the City an ultraviolet transmittance meter for monitoring effluent transmittance during both high and low flow conditions, and train City staff in use.

4. Summarize existing information and summarize recent monitoring data for effluent discharge transmittance, pathogen (fecal coliform) concentrations, chlorine dose requirements and flows.

Task 2 – Technological Evaluation and Initial Screening

1. Establish design parameters, including design flows, design effluent transmittance, and design pathogen (fecal coliform) concentrations.
2. Conduct a screening level evaluation of, at a minimum, the following technologies:
 - Ultraviolet disinfection (low pressure-high intensity or medium pressure)
 - On-site generation of hypochlorite, followed by dechlorination
 - Bulk hypochlorite, followed by dechlorination
 - Peracetic acid
 - Ozone
 - Chlorine dioxide
 - Retention of and upgrade to the existing gas chlorination/dechlorination system.
 - Potential combinations of the above (hybrid approaches)
3. For all disinfection alternatives involving chlorine, chlorine dioxide, or sodium hypochlorite, determine appropriate dose levels, and evaluate sodium bisulfite, calcium thiosulfate, and sodium thiosulfate as alternatives to the existing use of sulfur dioxide.
4. For the evaluation of UV Disinfection, establish design ultraviolet dose criteria appropriate for the design pathogen (fecal coliform) concentrations and to provide a common basis for different manufacturers to size equipment based on existing third-party bioassays.
5. Conduct an initial screening showing order of magnitude costs and lists of advantages and disadvantages associated with each alternative for Aberdeen. Summarize evaluation in a Preliminary Screening Technical Memorandum.
6. Meet with the City after issuing the Preliminary Screening Technical Memorandum to present our recommendations for candidate technologies and receive City feedback before proceeding to the more detailed evaluation. (This is one of the meetings listed in Task 4.)

7. With the City's input, select two to four disinfection technologies for further evaluation in the Engineering Report.

Task 3 – Engineering Report

1. Prepare an engineering report meeting the applicable requirements in WAC 173-240-060.
2. Summarize design criteria and operational characteristics of the existing disinfection system
3. For the leading alternatives selected for further analysis in Task 2, analyze disinfection alternatives addressing the following factors: (1) operational control/flexibility; (2) reliability; (3) operation and maintenance costs (including energy costs); (4) capital costs; (5) reactor hydraulics; and (6) constructability.
4. Evaluate the impacts of hauled waste and landfill leachate on each alternative.
5. Evaluate the backup power requirements associated with each alternative.
6. For the leading candidates, develop preliminary designs, including preliminary layout drawings, and preliminary life cycle cost estimates. The life cycle costs include all capital costs, including structural and electrical/standby power improvements and equipment costs, as well as all operation and maintenance costs, including electrical power, labor, chemicals, routine replacement of system components, and life expectancy of the equipment.

Non-cost factors, such as ease of operation and maintenance, safety hazards, and potential future environmental and safety regulations, will also be considered in the detailed evaluation of the candidate alternatives. Constructability issues, environmental, and safety concerns will be identified along with any permits required to implement the solution.
7. Evaluate the compatibility of leading candidate technologies with potential future regionalization plans. Depending on the findings of our evaluation, this could entail: (1) construction of modular systems (e.g., tanks or process equipment) expandable for potential future regional flows; (2) selection of equipment that could be utilized in a new regional plant or reconfigured existing plant; and/or (3) provision of relatively low capital cost improvements initially until future plans are more concrete.

8. Provide conceptual design (layout and profile) of selected alternative, and detailed capital, operating and life cycle costs.
9. Submit draft Engineering Report to City. Incorporate changes to accommodate City comments.
10. Submit Engineering Report to Ecology. Review Ecology comments. Incorporate comments into revised final Engineering Report. Submit final Engineering Report. (Two rounds of revisions to incorporate Ecology/City comments is included in this scope.)

Task 4 – Meetings

1. Conduct a site visit with City staff. Attend one meeting after the Preliminary Screening Technical Memorandum, and one meeting after issuing the draft report.

CITY RESPONSIBILITIES

The City will provide the information and documents relevant to the project.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

**CITY OF ABERDEEN
ANALYSIS OF WASTEWATER TREATMENT PLANT DISINFECTION PROCESS ALTERNATIVES
ENGINEERING SERVICES**

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Structural Eng. Hours	Electrical Eng. Hours	AutoCAD Tech. Hours
1 Data Collection	2	8	8			
2 Technological Evaluation and Initial Screening	2	24	40	8	16	24
3 Engineering Report	8	32	56	12	20	64
4 Meetings	4	12	12			
5 QA/QC	4	4	4			
Hour Estimate:	20	80	120	20	36	88
Fully Burdened Billing Rate Range:*	\$112 to \$185	\$99 to \$185	\$106 to \$150	\$99 to \$168	\$103 to \$182	\$45 to \$85
Estimated Fully Burdened Billing Rate:*	\$160	\$175	\$145	\$120	\$145	\$80
Fully Burdened Labor Cost:	\$3,200	\$14,000	\$17,400	\$2,400	\$5,220	\$7,040

Total Fully Burdened Labor Cost: \$ 49,260

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS Rate) \$ 590

Printing \$ 150

TOTAL ESTIMATED COST: \$ 50,000

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

17 - 03

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE ABATEMENT OF UNFIT DWELLINGS AND AMENDING SECTIONS 15.50.030, 15.50.050, 15.50.090, AND 15.50.100 OF THE ABERDEEN MUNICIPAL CODE.

WHEREAS, the Public Works Committee has recommended that the city's Unfit Dwellings, Buildings, and Structures code be amended to clarify that: [1] active utility services are an essential component of buildings and structures designed for human habitation; and [2] the appeal hearings held before the Building Code Commission are the city's "open-record" hearings used to create the record on review in land use petitions filed in superior court; **NOW, THEREFORE**,

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

SECTION 1. CODE SECTION AMENDED. Section 2 of Ordinance 6311, in part, codified as AMC 15.50.030, is hereby amended to by adding the following sub-section number 40:

40. Whenever the water, solid waste, electric, or natural gas utility service to an occupied building has been disconnected for more than thirty (30) days.

SECTION 2. CODE SECTION AMENDED. Section 2 of Ordinance 6311, in part, codified as AMC 15.50.050, sub-section D, is hereby amended to read as follows:

D. The complaint shall state that an administrative hearing will be held before the building official at a specified time and place, not less than ten (10) days nor

more than thirty (30) days after service of the complaint; and that all persons having any legal interest in the property shall have the right to provide a written response prior to the hearing and to appear in person or by representative at the time and place fixed in the complaint. The rules of evidence shall not apply in administrative hearings before the building official. At the hearing the building official shall receive and consider all information provided, including proposals for the occupation, vacation, repair or demolition of the property. The building official shall consider issuance of a consent order for the necessary repairs and may continue the date of the administrative hearing to provide interested persons additional time to propose detailed repair schedules or other information to be used in making the building official's determination under AMC 15.50.070.

SECTION 3. CODE SECTION AMENDED. Subsection 2 of Ordinance 6311, in part, codified as AMC 15.50.090, sub-section D, is hereby amended to read as follows:

D. The Board shall conduct an open-record hearing ("de novo" hearing) on the building official's complaint and order. The Board shall have the authority to affirm, modify, or reverse the order of the building official, or remand the case to the building official for further proceedings.

SECTION 4. CODE SECTION AMENDED. Section 2 of Ordinance 6311, in part, codified as AMC 15.50.100, is hereby amended to read as follows:

The Board shall follow the rules of procedure for administrative and quasi-judicial hearings adopted in chapter 2.18 AMC. The Board may inspect any building or premises involved in the appeal before the hearing or during the course of the hearing; provided that: (1) notice of such inspection shall be given to the parties before the inspection is made; and (2) the parties are given an opportunity to be present during the inspection.

SECTION 5. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

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

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

PASSED and APPROVED this ____ day of _____, 2017.

Erik Larson, Mayor

ATTEST:

Mike Folkers, Finance Director

17 - 03

ORDINANCE NO. _____

AN ORDINANCE RELATING TO THE ABATEMENT OF UNFIT DWELLINGS AND AMENDING SECTIONS 15.50.030, 15.50.050, 15.50.090, AND 15.50.100 OF THE ABERDEEN MUNICIPAL CODE.

WHEREAS, the Public Works Committee has recommended that the city's Unfit Dwellings, Buildings, and Structures code be amended to clarify that: [1] active utility services are an essential component of buildings and structures designed for human habitation; and [2] the appeal hearings held before the Building Code Commission are the city's "open-record" hearings used to create the record on review in land use petitions filed in superior court; **NOW, THEREFORE,**

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

SECTION 1. CODE SECTION AMENDED. Section 2 of Ordinance 6311, in part, codified as AMC 15.50.030, is hereby amended to by adding the following sub-section number 40:

40. Whenever the water, solid waste, electric, or natural gas utility service to an occupied building has been disconnected for more than thirty (30) days.

SECTION 2. CODE SECTION AMENDED. Section 2 of Ordinance 6311, in part, codified as AMC 15.50.050, sub-section D, is hereby amended to read as follows:

D. The complaint shall state that an administrative hearing will be held before the building official at a specified time and place, not less than ten (10) days nor more than thirty (30) days after service of the complaint; and that all persons having any legal interest therein in the property shall have the right to file an answer to the complaint, provide a written response prior to the hearing and to appear in person or by representative and to give testimony at the time and place fixed in the complaint. ~~At the administrative hearing, the building official shall have the authority to administer oaths and affirmations, examine witnesses and receive evidence.~~ The rules of evidence shall not apply in administrative hearings before the building official. At the hearing the building official shall receive and consider all information provided, including proposals for the occupation, vacation, repair or demolition of the property. The building official shall consider

issuance of a consent order for the necessary repairs and may continue the date of the administrative hearing to provide interested persons additional time to propose detailed repair schedules or other information to be used in making the building official's determination under AMC 15.50.070.

SECTION 3. CODE SECTION AMENDED. Subsection 2 of Ordinance 6311, in part, codified as AMC 15.50.090, sub-section D, is hereby amended to read as follows:

D. The Board shall conduct an open-record hearing ("de novo" hearing) on the building official's complaint and order. The Board shall have the authority to affirm, modify, or reverse the order of the building official, or remand the case to the building official for further proceedings. ~~The Board shall summarily dismiss an appeal which is determined on its face to be without merit, frivolous, or brought merely for the purpose of delay.~~

SECTION 4. CODE SECTION AMENDED. Section 2 of Ordinance 6311, in part, codified as AMC 15.50.100, is hereby amended to read as follows:

The Board shall follow the rules of procedure for administrative and quasi-judicial hearings adopted in chapter 2.18 AMC. The Board may inspect any building or premises involved in the appeal before the hearing or during the course of the hearing; provided that: (1) notice of such inspection shall be given to the parties before the inspection is made; and (2) the parties are given an opportunity to be present during the inspection.

~~A. A record of the entire proceedings shall be made by tape recording, or by any other means of permanent recording determined to be appropriate by the board.~~

~~B. A transcript of the proceedings shall be made available to all parties upon request and upon payment of the fee prescribed therefor. Such fees may be established by the board, but shall in no event be greater than the cost involved.~~

~~C. The board may grant continuances for good cause.~~

~~D. The board of appeals or appellants may obtain the issuance and service of a subpoena for the attendance of witnesses or the introduction of other evidence.~~

~~E. Oral evidence shall be taken only on oath or affirmation.~~

~~F. The rules of evidence prevailing in courts of law or equity shall not be controlling in hearings before the board or officer. Hearsay evidence may be used for the purpose of supplementing or explaining any direct evidence, but shall not be sufficient in itself to support a finding.~~

~~G. The board of appeals may inspect any building or premises involved in the appeal before the hearing or during the course of the hearing; provided that: (1) notice of such inspection shall be given to the parties before the inspection is~~

~~made; and (2) the parties are given an opportunity to be present during the inspection.~~

~~H. Parties to the appeal shall have the right to call and examine witnesses on any matter relevant to the issues of the hearing; to introduce documentary and physical evidence; to cross examine opposing witnesses on any matter relevant to the issues of the hearing; to impeach any witness regardless of which party first called him to testify; to rebut the evidence against him; and to represent himself or to be represented by an attorney.~~

SECTION 5. SEVERABILITY. Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

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

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

PASSED and APPROVED this ____ day of _____, 2017.

Erik Larson, Mayor

ATTEST:

Mike Folkers, Finance Director

City of
Aberdeen



Parks and Recreation Department
200 East Market Street • Aberdeen, WA 98520-5242
Phone (360) 537-3229 • email • sbarnum@aberdeenwa.gov
Fax (360) 537-3350 • TDD (360) 533-6668

April 18, 2017

TO: Mayor Larson

FROM: Stacie Barnum, Parks Director

RE: Park Board Appointment at City Council on April 26th

Long time Park Board member, Sharon Schermer, has resigned from the Aberdeen Park Board. Sharon served on the Park Board for over 17 years and was a big part of many of our Parks Capital Improvement Projects. Sharon now spends much of her time out of state, and therefore, could not meet the time commitment needed to serve on the Board. Both the City and the Park Board thank her for her service to the community.

Please appoint **Leslie Goings** to serve on the Aberdeen Park Board to fill the remainder of Sharon Schermer's term which expires on December 31, 2017. Leslie and her family reside here in Aberdeen and are very active in their community.



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<http://www.aberdeenwa.gov>





Stacie Barnum <sbarnum@aberdeenwa.gov>

Resignation

Sharon Schermer <skschermer@gmail.com>
To: Stacie Barnum <sbarnum@aberdeenwa.gov>

Tue, Apr 4, 2017 at 10:04 AM

Dear Stacie,

Please accept my resignation from the Aberdeen Parks and Recreation Advisory Board. I've very much enjoyed my 17 years on the Board and am proud of all the accomplishments the Board and Department made during that time.

I wish only the best for the Parks and Recreation Dept. and I know under your direction and with the guidance of the Board, it will continue to be successful !!

Sincerely,

Sharon Schermer

Sent from my iPhone