



ABERDEEN CITY COUNCIL

February 8, 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. Report from Finance and Parks Director recommending that the City Council authorize the Mayor and Finance Director to sign the Entertainment Fireworks, Inc. contract and remit the required payment at the appropriate time.
 - 2. Report from Finance and Parks Director recommending that all bids for downtown tree pruning be rejected and the work be re-bid with specifications that separate the work requiring a specialty contractor classification of "Landscaping" from work requiring a specialty contractor classification of "tree removal".
 - E. Ordinances

VII. PUBLIC WORKS

- A. Committee Chair Report
- B. Reports & Communication
 1. Report from Public Works and Planning recommending approval of the contract with SmartGov for a new permit module.
 2. Report from Public Works and Public Works Director recommending that the City's Solid Waste and Recyclable Materials Collection System ordinance be amended to authorize the change of the 30 gallon monthly service.
 3. Report from Public Works and Public Works Director recommending that the Mayor and Finance Director be authorized to execute the purchase and sale agreement with Gary Massoth for 23.85 acres adjacent to Charlie Creek.
 4. Report from Public Works and Public Works Director recommending the approval of the Water Use Efficiency Rule and the proposed demand and supply side goals.
- C. Ordinances

VIII. PUBLIC SAFETY

- A. Committee Chair Report
- B. Reports & Communications
 1. Report from Public Safety and Chief of Police recommending that the Police Department be authorized to purchase 17 X26P Tasers with holsters to replace the outdated X26 at a cost of up to \$23,000. The funding for the CEDs is not in the 2017 budget and therefore may require a supplemental at the end of the year.

IX. SPECIAL AGENDA ITEMS

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

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**

Mr. Mayor: Hon. Erik Larson
**The Members of
Your Committee On:** Finance Committee and the Parks Director
In Reference To: 2017 Splash

Background:

The City of Aberdeen continues to contract with professional companies to provide a safe and professional fireworks show for the Splash Festival.

The Aberdeen Parks Department is requesting that the attached contract be approved with Entertainment Fireworks, Inc. to provide a firework show at Morrison Riverfront Park on July 4th at 10:00 p.m. The contract amount is \$12,700.

A signed agreement and a \$5,000 deposit are due on or before March 21st. Payment is due in full the day of the event.

The Parks and Recreation Department continues to raise funds through sponsorship to fund this activity and other Splash activities.

Reports and recommend as follows:

That the City Council authorizes the Mayor and Finance Director to sign the Entertainment Fireworks, Inc. contract and remit the required payment at the appropriate time.


Stacie Barnum, Parks & Recreation

Jeff Cook, Chair

James Cook, Vice Chair

Reported: January 25, 2017

Alice Phelps

Adopted:

Karen Rowe

ENTERTAINMENT FIREWORKS, INC. DISPLAY AGREEMENT

1. This agreement, entered into this 24th day of January 2017, and between Entertainment Fireworks, Inc., hereinafter referred to as "EFI", and Aberdeen Splash Festival, herein after referred to as PURCHASER.
2. EFI agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, 1 fireworks display per **PROGRAM A**, proposed, accepted and made part hereof, together with the services of a pyrotechnic operator licensed for the state of the display to be in charge of, and along with sufficient crew to safely discharge the display. Said display is scheduled to be performed on the 4th day of July 2017, at Morrison Riverfront Park.
3. PURCHASER, at it's own expense, agrees to provide to EFI: A) A suitable DISPLAY SITE in which to stage the fireworks display, including a firing and a fallout zone acceptable to EFI in which the fireworks and fireworks debris may be exhibited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing, and/or other crowd control measures to prevent the access of the public, or it's property not authorized by EFI into the display site. C) The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by EFI, at all times to the DISPLAY SITE to set up the display. If PURCHASER fails to fully comply with all requirements of A, B, C, and/or D set forth above, EFI shall have no obligation to perform and PURCHASER agrees to pay EFI the entire contract price plus any additional expenses incurred because of said failure. If in it's sole discretion, PURCHASER designates an area for members of the public to view the display ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall: E) Ensure that the Spectator Area does not infringe on the Display Area; F) Have sole responsibility for insuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to grandstands and bleachers are safe for use by spectators; G) Have sole responsibility for insuring that the Parking Area is safe for use; H) Have sole responsibility to police, monitor, and appropriately control spectator access to the Spectator Area and Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that EFI, (including it's operators and crew) shall not inspect, police, monitor or otherwise supervise any area of the site other than the Display Area, except to insure: I) That any Spectator or Parking Area are outside the Display Area; and J) After completion of the Display, that the Display Area is cleared of any live fireworks debris originating from the program.
4. PURCHASER shall pay to EFI **Twelve Thousand Seven Hundred Dollars (\$12,700.00), \$12,550.00 + \$100.00 Permit Fee + \$50.00 fuel surcharge. Any additional permit and/or inspection fees will be added.** A deposit of **\$5,000.00** must be paid by **March 21, 2017**. Full final payment is due within ten (10) calendar days after the date of the display. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after 10 days from the date of the display. PURCHASER, by signing this agreement, authorizes EFI to receive and verify financial information concerning PURCHASER from any person or entity.
5. PURCHASER agrees to assume the risk of weather, or causes beyond the control of EFI which may prevent the display from being safely discharged on the scheduled date, which may cause the cancellation of any event for which PURCHASER has purchased the display, or which may or effect or damage such portion of the exhibits as must be placed and exposed a necessary time before the display. It shall be within EFI's sole discretion to determine whether or not the display may be safely discharged on the scheduled date and at the scheduled time. If for any reason beyond EFI's control, including, without limitation, inclement weather, EFI is unable to safely discharge the display on the scheduled date or should any event for which PURCHASER has purchased the display be canceled, the parties shall attempt to negotiate a new display date, which shall be within 60 days of the original display date. PURCHASER further agrees to pay EFI for any reasonable additional expenses made necessary by this postponement. If they are unable to agree on a new display date, EFI shall be entitled to liquidated damages from PURCHASER as if PURCHASER had canceled the display on the date set for the display, as provided in the following paragraph.
6. PURCHASER shall have the option of unilaterally canceling this display prior to the date of the display. If PURCHASER exercises this option, PURCHASER agrees to pay EFI, as liquidated damages, the following percentages of the agreed contract price: 1) 25% if cancellation occurs three (3) or more days before the date scheduled for the display, 2) 50% if cancellation occurs within two (2) days of the actual date set for the display, 3) 75% if the cancellation occurs on the date set for the display but prior to the time physical set-up of the display actually begins, 100% thereafter. If cancellation occurs prior to the date of the display, PURCHASER agrees to pay EFI, in addition to the above percentages, the reasonable value associated with any specific custom work performed by EFI or it's agents including but not limited to music, narration tape, production and/or sponsor logo.

7. In the event the PURCHASER cancels the display, it will be impractical or extremely difficult to fix the actual amount of EFI's damages. The foregoing represents a reasonable estimate of the damages EFI will suffer if PURCHASER cancels the display.
8. EFI reserves the ownership rights and trade names used in or a product of the pyrotechnic display to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of EFI is prohibited.
9. EFI agrees to furnish insurance coverage in connection with the display only, for the following risks and amounts: bodily injury and property damage, including products liability **THREE MILLION DOLLARS (\$3,000,000)** combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of EFI in performing the Display provided for in this Agreement. Such insurance afforded by EFI shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of PURCHASER, including through or by It's employees, agents, or independent contractors, to perform It's obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement: B) Failure of the PURCHASER to provide discretionary spectator and parking areas referred to in paragraph 3 of this Agreement. PURCHASER shall indemnify and hold EFI harmless from all claims and suits made against EFI for bodily injury or property damage arising from A) and B) of the paragraph.
10. If any legal action is brought to enforce or interpret the terms or provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled. This agreement shall be interpreted under the laws of the State of Washington. It is further agreed that if the courts of the State Of Washington shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or the performance of the display provided for herein. It is further agreed that the Superior Court of Thurston County, Washington, shall be the proper venue for any such action.
11. In the event EFI breaches this agreement, or is otherwise negligent in performing the fireworks display provided herein, PURCHASER shall, under no circumstances be entitled to recover monetary damages from EFI beyond the amount PURCHASER agreed to pay EFI under this agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from EFI including, without limitation, for loss of income, business, or profits. Nothing in the paragraph shall be construed as a modification or limit to the insurance afforded in paragraph 9) above.
12. It is agreed, nothing in this Agreement or in EFI's performance of the display provided for herein, shall be construed as forming a partnership or joint venture between PURCHASER and EFI. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this agreement are in writing and may only be modified by written agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written agreement only.
13. Any notice to the parties required under this agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: ENTERTAINMENT FIREWORKS, INC., P.O. Box 7160, Olympia, Washington 98507. PURCHASER's address shall be **Aberdeen Splash Festival, 200 East Market Street, Aberdeen WA 98520, Attn: Doug Farmer.**
14. If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this agreement. This agreement shall become effective after it is executed and accepted by the PURCHASER and then after it is executed by EFI at EFI's offices in Olympia, Washington. This agreement may be executed in several counter parts, including faxed copies, each one of which shall be deemed an original against the party executing same. This agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators, and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 3% of the product used in any display may not function as designed and this level of nonperformance is accepted as full performance.

SIGNED ON THIS DATE _____ Pricing herein is firm through **March 21, 2017.**

FOR PURCHASER: Aberdeen Splash Festival – Program A;

Display Date: 7/4/17

X _____

 Print

Title: _____

FOR ENTERTAINMENT FIREWORKS, INC.

X _____

Title: _____

Entertainment Fireworks, Inc.

DEPOSIT INVOICE

PO Box 7160
Olympia WA 98507-7160
Phone 360-352-8911 Fax 360-352-0205

INVOICE #7/4/17 DEP INV
DATE: JANUARY 24, 2017

TO:
Attn: Doug Farmer
Aberdeen Splash Festival
200 East Market St
Aberdeen, WA 98520

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Deposit for July 4, 2017 Fireworks Display Deposit due w/Signed Display Agreement On or Before March 21, 2017 Thank You	\$5,000.00	\$5,000.00
		SUBTOTAL	\$5,000.00
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	\$5,000.00

Make all checks payable to Entertainment Fireworks, Inc.
If you have any questions concerning this invoice, contact 360-352-8911

Thank you for your business!

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mayor: Erik Larson

**The Members of Your
Committee on:** Finance and the Parks & Recreation Director

To whom was Referred: **Protest of bid award for pruning downtown trees**

Reports and Recommends as Follows: The Parks & Recreation Department issued a small works roster request for quotes to prune 192 trees in the downtown. The request did not include any details regarding the height of the trees or the type of pruning to be done. The request was sent to Castaneda Landscaping, Asplundh Tree Trimming, and Bonnell Tree Tech. Castaneda Landscaping responded with the lowest bid (\$7,890.89). Bonnell Tree Tech's bid was over \$30,000. Dan Bonnell, a high bidder, filed a written protest to the acceptance of the low bid for downtown street pruning. Bonnell argues, correctly, that the height of some of the trees requires a "specialty contractor classification" that greatly increases the cost of that portion of the work.

It is recommended that all bids be rejected and the work be re-bid with specifications that separate the work requiring a specialty contractor classification of "landscaping" from work requiring a specialty contractor classification of "tree removal."

Stacie Barnum
Parks & Recreation Director

Council member

Council member

Reported February 8, 2017

Council member

Adopted _____, 2017

Council member

HONORABLE MAYOR: Erik Larson

THE MEMBERS OF
YOUR COMMITTEE ON: Public Works

TO WHOM WAS REFERRED: Community Development Department

RE: New Permit Module

REPORT AND RECOMMEND AS FOLLOWS:

City staff has received four (4) bids to replace the outdated and no longer supported, permit module. \$40,000 was included in the 2017 budget for new permitting software.

Staff interviewed four (4) firms that provide permit programs to various municipalities around the state. Three (3) of the firms came to Aberdeen to present their software and one (1) of the firms arranged an online presentation. Based upon the permitting needs of the Community Development Department (*Building, Code Compliance and Planning Divisions*), the Public Works Department (*Electrical, Sewer, Water, Stormwater, Street and Engineering Divisions*) and the Fire Department, staff is recommending that SmartGov be selected. SmartGov's permitting software will provide the City with a program that not only fits our current needs but is flexible enough to grow with us in the future. SmartGov was hands down the most highly regarded company with the most intuitive, easy to use and flexible permitting program. The program is also compatible with Springbrook who provides the City's financial systems.

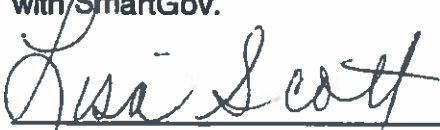
Attached is a spreadsheet showing the name of the firm and the basic information that we reviewed. Although SmartGov at first glance, is one of the more expensive systems at \$5,000 over budget, the majority of the costs are one-time fees and in the fourteen years they have been in business have not raised fees. The other firms that we interviewed had hidden costs that were not included in their bid (but would be added to contract) and assessed after the program was installed and our training needs determined. Training and travel to Aberdeen would result in additional fees. This would make the other firms just as, if not more expensive than SmartGov. Additionally not all of the firms could provide us with all our permitting needs. Annually SmartGov would charge us for the actual number of users we have using the program (30% usage or more by an individual constitutes a "user"). The annual fee is approximately \$18,000 and is based on eight (8) users; However, if any of the users use less than 30% of the program, the prepaid annual fee for that user will be refunded at the end of the contract period. Staff anticipates that most of the annual fees would be offset from the \$5 technology fee that is collected with each permit issued.

One of the major goals in selecting a new permitting program was to have all city permits go through one permitting system (building, code compliance, complaints, land use permit, environmental permit, utilities, streets, fire, plumbing, mechanical, electrical, right-of-way, fill and grade). Currently we

have departments processing permits through a variety of ways, many of which are hard to track for reporting and record requests. Another goal was to give the customer the ability to apply and pay for permits online, including the submission of plans. This would allow staff to process permits faster with easier tracking. The customer will be able to log in to the system, through a customer portal, and track the progress of the permit as it goes through review in the various departments. The customer will also be able to track any comments made by inspectors on a real time basis. Currently customers cannot apply for permits online and permits that are emailed or faxed cannot be processed until all fees have been paid. In most cases contractor's either have to come in to City Hall and pay by cash or check or mail the fees. This is very difficult for those companies that have their headquarters in other states.

Code complaints would also follow the same process. Citizens wishing to file complaints would now be able to do this online. The customer will also have the ability to track where the complaint is at, which departments are looking at it and what the resolution is. You and Council would also be able to log into the portal and track progress of complaints or permits. Citizens that may contact you during non-working hours regarding complaints that have been filed or need to be made, can either be directed to the website or you can log into the system and answer their questions. The program also has a mapping function that can track where permits or complaints are centered in the City. This capability will provide us with the tools necessary to plan for the future based on real documented data. This will be a valuable asset to have when preparing annual budgets. This could also be a valuable tool for the Police Department helping them outline trouble spots centered around statistics in addition to crime data. SmartGov program fits our city needs and will bring Aberdeen into the technology age.

Therefore it is recommended that the Mayor be authorized to sign the contract for services with SmartGov.



Lisa Scott, Director
Community Development

Committee Chair

Council Member

Reported: February 7, 2017

Council Member

Adopted: February 7, 2017

Council Member

SMARTGOV

DELIVERING LEAN CIVIC EXCELLENCE

12/19/2016

Sales Order: 1941

City of Aberdeen
Attn: Renee Reynolds
Aberdeen, City of, WA
200 E Market Street
Aberdeen WA 98520

Dear Renee,

Paladin Data Systems Corporation (Paladin) applauds your decision to invest in affordable innovation for your community. We'll be with you every step of the way to ensure a successful and smooth transition to the SMARTGOV suite.

Quantity	Units	Item	Term	Amount
1	Site	SG Annual Subscription - 8 Users	Subscription	\$13,965.00
1	Site	SMARTGOV Citizen Portal	Subscription	\$2,500.00
5	User	SG Mobile Inspect	Subscription	\$1,500.00
Subtotal: Annual Subscription				\$17,965.00
1	Site	SG SMARTConnect GIS	One Time	\$1,500.00
1	Site	SG SMARTConnect Parcel	One Time	\$3,500.00
1	Site	SG SMARTConnect Financial	One Time	\$3,500.00
1	Site	SG SMARTConnect Merchant	One Time	\$3,500.00
1	Pack	SG Express Legacy Data Tool - Migrate Springbrook legacy data in a searchable flat file format for archive purposes.	One Time	\$4,898.00
Subtotal: One-time Fees				\$16,898.00
75	Hour	SG Professional Services	Professional Services	\$12,000.00
16	Hour	SG Onsite Go-Live Training	Professional Services	\$0.00
Subtotal: Professional Services				\$12,000.00
Small Jurisdiction Discount				(\$2,400.00)
1	Site	Travel & Expenses (estimate only)	Travel	\$500.00

Annual SaaS locked in through 2022 (5 years).

Total Investment = \$44,963.00

Total Annual Renewal: \$17,965.00

Terms of Service:

- Offered pricing on this Sales Order is valid if signed by 02/28/2017.
- SaaS Subscription terms are one (1) year beginning upon signing this Sales Order.
- Pricing is based on the total number of full-time users.
- Subscription and One Time fees, not including services, are billed upon signing this Sales Order.
- Professional Services, including travel, are estimates only and will not be exceeded without your approval. Professional Services are billed monthly on a time & materials basis.
- Payment terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price. If your organization is tax exempt please email a copy of your Tax Exemption Certificate to contracts@paladindata.com.
- Please address purchase orders to:
Contracts, Paladin Data Systems, 19362 Powder Hill Place NE, Poulsbo, WA 98370
- Supplemental training and startup assistance are available in an online format and through telephone support.
- Technical support is available from 5am to 5pm PST by calling (800) 532-8448 or email to support@paladindata.com.
- This Sales Order is governed by the terms and conditions of SMARTGOV's Master SaaS Subscription and Professional Services Agreement available at: www.paladindata.com/agreements/master-psa-saas

Thanks for your order and your trust in SMARTGOV to help you save money, increase efficiency, and raise customer service levels. We truly look forward to serving you and your community.

Sincerely,

Jeff Pavey

Yes! I accept these terms; let's get started today!

Authorized Signature and Title at Aberdeen, City of, WA

Date

CITY OF ABERDEEN PERMIT SYSTEM 2017

COMPANY NAME	WEB BASED (Cloud)	PERMIT PROGRAM (Annual Subscriptions@ Users)	CITIZEN PORTAL (Complaints, Permits, Plan Reviews, Scheduling-Annual)	MOBILE USAGE (Inspectors digitizing inspections from the field-Annual)	SYSTEM SET UP (Hardware/Program-One Time Fee)	TRAINING	TOTALS
Smart Gov Poulsbo, WA	Yes	\$13,965.00 (or \$1,812.50 per user) Program updates are included. Highly recommend by other cities. Any City code changes will be integrated into this program with no added expense to the City.	\$2,500.00 (Great citizen portal-able to do complaints on line) Highly recommended by other cities.	\$1,500.00 (or \$350.00 per user) Highly recommended by other cities.	\$16,898.00 (Financial, County Records, GIS, Merchant Citizen)	\$10,100.00 (This fee includes both training and program integration)	\$44,963.00 City's Choice Works very well with Springbrook. More cities are using this with very positive comments. No hidden costs.
Accela San Ramon, CA 94583	Yes	\$17,193.60 (or \$2,149.2 per user) Program updates are not included. Updates to contractor licenses will have to be entered manually by the city	Yes Price is included in the program. (Limited) The training module did not work, so it was hard to determine. Not well received by other cities. They are having difficulties with the program and training is expensive.	Yes Price is included in the permit. (Field inspectors in other areas had problems with the system crashing. Some of the inspectors we spoke with are not using the mobile application because of this problem.)	\$18,000.00 (Financial, GIS, Merchant Citizen) Very hard to tell, portal did not work. Not well received by other cities.	Yes (No estimate given, will be figured per hour after installation. Most training is done online or at another location.)	\$35,193.60 Hidden Costs, training was not included in this estimate. Not recommended by other jurisdictions. Problems with system. Less money upfront hidden costs in programming.
Vision MS Spokane, WA	No	\$6,000.00	No (No online abilities. City's are required to hire another company to perform this function.)	No (No online abilities. City's are required to hire another company to perform this function.)	\$25,000.00 (Financial, GIS, Merchant)	\$7,200.00	\$38,200.00 Does not meet our needs. There is no citizen portal or mobile inspection program.
IWorQ Logan, UT	Yes	\$4,500.00 Only two cities within our state are using the building permit module. Other municipalities are using this program for utilities only. This program did not integrate well with Springbrook, our financial program.	\$3,000.00 Will not work with our GIS, we need to use theirs.	Yes You have to have a data connection for the program to work. City would be required to purchase extra data for usage in the field.	\$2,250.00 (Financial, Merchant, Citizen)	No (No onsite training & limited setup. If we want any onsite training it would cost \$2,500 per person, per day plus all travel including flight, car, hotel and meals.)	\$9,750.00 They did not come out for a presentation. It was all done online. Does not work with Springbrook. They would have to build a program to merge with Springbrook. This is not included in the price.

**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: Recommendation to amend ordinance 6566 Solid Waste and Recyclable Materials Collection System.

REPORTS AS FOLLOWS: Harold LeMay Enterprises would like the City of Aberdeen's authorization to change the 30 gallon monthly service. Currently the section of the contract reads a 65 gallon cart with a 30 gallon insert monthly. Harold LeMay Enterprises proposes to use a smaller 30 gallon cart instead of the larger 65 gallon cart with a 30 gallon insert.

THEREFORE, IT IS RECOMMENDED: That the City's Solid Waste and Recyclable Materials Collection System ordinance be amended per the attached letter from Harold Lemay Enterprises.

Rick Sangder
Public Works Director

Reported _____, 2017

Adopted _____, 2017

Dee Anne Shaw, Chair

Alan Richrod, Vice-Chair

Kathi Prieto, Member

Peter Schave, Member



HAROLD LEMAY ENTERPRISES, INC.

4201 Olympic Hwy, Aberdeen, WA 98520

Phone 360-533-1251

December 13, 2016

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

Re: 30 gallon service

Dear Mayor Larson and council member

The Company would like your consideration in changing the 30 gallon monthly service. At this time the contract reads 65 gallon with a 30 gallon insert monthly. We would like to ask that this be changed to 30 gallon monthly service.

With this change we would use a smaller 30 gallon cart instead of the larger 65 gallon cart with a 30 gallon insert. This we feel would be a huge benefit for the cities residents. The 30 gallon carts would be much easier for the elderly and physically impaired customers.

With the acceptance of this change and after the Company is able to purchase the above mentioned, 30 gallon carts. The company would supply new starts or service change with the smaller 30 gallon carts. We would also change out the existing accounts that are using the 65 gallon carts with insert as needed.

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

Your consideration is appreciated.

Sincerely,

Roger Swalander
Lemay Aberdeen – Site Manager
Cc: Jeff Harwood, Tom Rupert, Delroy Cox

**LEGISLATIVE DEPARTMENT
CITY OF ABERDEEN**

Mayor: Erik Larson

**The Members of Your
Committee on:** Public Works and the Public Works Director

To whom was Referred: Purchase of 23.85 acres adjacent to Charlie Creek

Reports and Recommends as Follows: Gary Massoth, the owner of two parcels of undeveloped land adjacent to Charlie Creek and abutting property owned by the city, has offered to sell both parcels to the city for \$6,000. The total assessed value of the two parcels is over \$8,000. The owner will be able to claim a tax-deductible donation for the property value in excess of \$6,000.

The parcels would provide the city with direct access to Charlie Creek for removal of log jams and flood prevention. The parcels would also provide future mitigation areas.

It is recommended that the Mayor and Finance Director be authorized to execute the attached purchase and sale agreement with Gary Massoth.

Rick Sangder
Public Works Director

Council member

Council member

Reported _____, 2017

Council member

Adopted _____, 2017

Council member



Google Earth



Parcel 1

650' x 1350'

20 ACRES

Parcel 2

250' x APPROX 600'

3.5 ACRES

③ City property

REAL PROPERTY PURCHASE AND SALE AGREEMENT

The CITY OF ABERDEEN, a municipal corporation of the state of Washington, (the "Purchaser") does hereby agree to purchase and GARY J. MASSOTH, a single man, (the "Seller"), does hereby agree to sell the property described hereafter to the Purchaser on the following terms and conditions:

TERMS OF SALE

1. **PARCELS TO BE SOLD.** Seller agrees to sell to Purchaser the following real estate, consisting of two parcels of vacant and unimproved land (the "premises") consisting of approximately 23.85 acres, located in Grays Harbor County, state of Washington, legally described as:

Parcel 1: the N ½ of the SE quarter of the NE quarter of Sec. 20, T 17, R 09, WWM (tax parcel #170920140010), 20 acres more or less; and

Parcel 2: the area known as "Tax Lot 2" located in Sec. 21, T 17 R 09 (tax parcel #170921230020), 3.85 acres more or less.

2. **PURCHASE PRICE AND DONATION.** The Purchaser shall pay the sum of SIX-THOUSAND DOLLARS (\$6,000.00) as follows: All cash at closing. The Purchaser acknowledges that the fair market value of the premises exceeds \$6,000. It is the intent of the parties that the fair market value of the premises that exceeds \$6,000 shall be treated as a charitable donation to a governmental entity made for a public purpose under the federal tax code. Seller has not received any consideration towards equity from or on behalf of Grantee in exchange for offering the donation of the property to Grantee other than the \$6,000 purchase price herein. Grantee represents and warrants that it is a municipal corporation of the state of Washington qualified to receive tax-deductible contributions under section 170(c)(1) of the Internal Revenue Code and that the donation is being made for a public purpose.

3. **TITLE INSURANCE.** Purchaser shall immediately obtain a preliminary commitment from Coast Title Insurance Company. In the event of disapproval by Purchaser of any Exception(s) as may be disclosed by the search, Seller shall have until the date of closing within which to attempt to eliminate any disapproved Exception(s) that appear in the report and, if not eliminated, the escrow shall be canceled unless Purchaser then elects to waive its prior disapproval. Provided that after issuance of supplemental up-dated reports, if any, by the title company, notice of disapproval by Purchaser must be delivered to Seller within 15 days after the report is delivered to Purchaser. Failure of Purchaser to disapprove any exceptions within the aforementioned time limit shall be deemed an approval of the up-dated supplemental commitment.

4. **CONVEYANCE BY SELLER.** Title shall be conveyed by Statutory Warranty Deed free of encumbrances or defects except those acceptable to Purchaser.

5. **PRORATION**. All real estate taxes assessed against the premises shall be prorated as of the date of closing.

6. **HAZARDOUS WASTE**. Seller states that he has no knowledge or information that the premises have ever been used for the generation, transportation, management, handling, treatment, storage, manufacture, emission, disposal, or deposit of any hazardous waste or substances in excess of levels permitted under applicable laws; and to the best of his knowledge, Seller states that no underground storage tanks are located upon the premises.

7. **CLOSING COSTS**. Purchaser shall pay recording fees and the premium for a standard form title insurance policy. Seller shall pay any applicable excise tax.

8. **CLOSING - TERMINATION DATE**. The parties shall execute such other documents and exchange funds as are required to close the sale. This sale shall be closed by or before March 31, 2017, which shall be the termination date.

9. **"DATE OF CLOSING" DEFINED**. The "date of closing" shall be construed as the date upon which all appropriate documents are recorded and proceeds of this sale are available for disbursement.

10. **ADDENDUM**. Any addendum hereafter attached hereto and signed by the parties shall be deemed a part hereof.

11. **ATTORNEYS FEES**. In the event either party shall be required to bring any action to enforce any of the provisions of this agreement or shall be required to defend any action brought by the other with respect to this agreement, including appeal, the prevailing party in such action shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

12. **TIME OF PERFORMANCE**. Time is of the essence of this agreement.

13. **COMMISSION**. There is no commission arising out of this sale.

14. **AUTHORITY**. Purchaser and Seller represent and warrant that each has the full right, power and authority to execute this Agreement and perform the obligations under this Agreement.

15. **NOTICES**. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows:

Purchaser: City of Aberdeen
Public Works Department
200 East Market Street

Aberdeen, WA 98520
Attn.: Rick Sangder, Director

Seller: Gary J. Massoth
2100 Lake Washington Blvd N. #101
Renton, WA 98056

The above addresses may be changed by either party by providing notice to the other party as provided herein.

16. **ENTIRE AGREEMENT.** It is hereby mutually agreed and understood that this Agreement contains all agreements, promises, and understandings between the Purchaser and Seller and that no verbal or oral agreements, promises, or understandings shall or will be binding upon either the Purchaser or the Seller in any dispute, controversy, or proceeding at law, and any addition, variation, or modification to this Agreement shall be void and ineffective unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this ____ day of _____, 2017.

GARY J. MASSOTH
Seller

CITY OF ABERDEEN
Purchaser

Gary J. Massoth

Erik Larson, Mayor

Attest: _____
Mike Folkers, Finance Director

CITY OF ABERDEEN.....LEGISLATIVE DEPARTMENT

Mr. MAYOR:

The Members of

Your Committee on: PUBLIC WORKS AND THE PUBLIC WORKS DIRECTOR

To whom was Referred: Department of Health "Water Use Efficiency Rule"

REPORTS AS FOLLOWS: Washington State Department of Health established the "Water Use Efficiency Rule" which requires all municipal water systems to set water conservation goals which must include supply and demand side goals. These goals must be approved by the city council and then re-established at a minimum frequency of every 6 years. These goals must be established using a public process, and a public hearing was held, on December 15, 2016 at the Water Dept. Shop.

It was proposed that during the new 6 year "Water Use Efficiency" period that a demand side goal be set to help assist 20 customers per year, find and identify leaks caused by faulty toilets. This goal will provide a benefit to the public by potentially reducing their monthly charges on their water bill. It is also proposed that the city adopt and retain the same supply side goal, which is to reduce the city's distribution system leaks to less than or equal to 10%.

The reason for retaining the same goal is due to the fact that the city's distribution system leaks totals have been inaccurate due to faulty meters which are currently being replaced on warranty.

THEREFORE, IT IS RECOMMENDED: That we authorize the approval of the "Water Use Efficiency Rule" and our proposed Demand and Supply Side goals.

Rick Sangder
Public Works Director

Reported _____, 2017

Adopted _____, 2017

Dee Anne Shaw, Chair

Alan Richrod, Vice-Chair

Kathi Prieto Member

Pater Schave Member

CITY OF ABERDEEN COMMITTEE REPORT

MR. MAYOR:

Hon. Erik Larson

**THE MEMBERS OF
YOUR COMMITTEE ON:**

Public Safety and Chief of Police

IN REFERENCE TO:

Replacement of Department Tasers

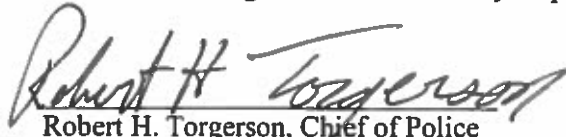
Report and recommend as follows:

On January 18, 2017 the Aberdeen Police Department was notified by TASER that the CED's (Conducted Energy Device or X26 Tasers) used by our police department would no longer be serviced or replaced. Production of the X26 ended in December 2014 and the technology for that unit is outdated. We currently have 17 X26 Tasers used by all Aberdeen Officers that are between 5 and 13 years old. Most, if not all have been returned to Taser in the past for servicing because of failure. There have been several reports from officers of our CED's failing to deploy properly (shooting the darts) and requiring our Officers to go hands-on with the suspect. This increases the probability for injury to the Officer or the suspect

In a 2011 National Institute of Justice study of 962 "real world" CED uses showed that when Officers have to use force injury rates to citizens ranged from 17-64 percent and injury rates to Officers ranged from 10-20 percent. The use of physical force, (hands-on) control increased the risk of injury to citizens and Officers alike. Research showed that the use of CED's reduced injuries to suspects and Officers.

Comparing agencies that use CEDs with agencies that do not the Police Executive Research Forum used a quasi-experimental study that compared seven agencies that use CEDs with six agencies that do not. They found consistent proof for CEDs in increasing the safety of Officers and suspects when the devices are used properly. The researchers also noted that Officers can often deescalate a situation without using any force and should always use the least amount of force necessary.

It is recommended that the Police Department be authorized to purchase 17 X26P Tasers with holsters to replace the outdated X26 at a cost of up to \$23,000. The funding for the CEDs is not in the 2017 budget and therefor may require a supplemental at the end of the year.


Robert H. Torgerson, Chief of Police

Denny Lawrence, Chair

Reported: February 8, 2017

Tim Alstrom, Co-chair

Adopted: _____

Margo Shortt

Tawni Andrews