

Honorable Mayor Douglas Orr

Ward 1
Melvin Taylor
Deb Wilson

Ward 2
David Gakin
Jerry Rajcich

Ward 3
Kevin Moynihan
Scott Prato

Ward 4
Carrie Hubbard
Deb Hodgkin

Ward 5
Joshua Francy
Michelle Nipper

Ward 6
John Shaw
Sydney Swor



ABERDEEN CITY COUNCIL REGULAR MEETING AGENDA

200 E Market Street
Aberdeen City Hall
Wednesday, July 8, 2026
6:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF THE AGENDA
5. PUBLIC COMMENT PERIOD

The public may comment on subjects of interest not listed on the agenda or items listed on the Consent Agenda. 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 state the city in which you live. Please limit comments to three (3) minutes to ensure all citizens have sufficient time to speak.

6. CONSENT AGENDA

Items on the Consent Agenda are considered to be routed by the Council and will be enacted on with a motion unless separate discussion is requested. Approval of the Consent Agenda authorizes the Mayor to implement each item in accordance with staff recommendations.

- A. Minutes from June 24, 2026
 - B. Accounts Payable / Payroll
7. MAYOR'S REPORT
 8. COUNCIL REPORTS
 - A. Student Council Representative
 9. STAFF REPORTS
 - A. City Administrator's Report
 - B. Director's Reports
 10. PRESENTATIONS
 - A. Grays Harbor County Drug Task Force – Chief Dale Green
 - B. Placer Ai – Gannon Lavin
 11. REQUESTS FOR COUNCIL ACTION
 - A. Finance

B. Public Safety

1. Reports

- a. Request recommending City Council authorize approval to enter into an agreement with Brycer Advisory Group for fire protection system reporting.

C. Public Works

1. Reports

- a. Request recommending the City Council authorize the Mayor to execute a Professional Services Agreement with Cambridge Systematics Inc., in partnership with WSP, to complete the Railroad Corridor Crossing Elimination and Safety Improvement Study.
- b. 1st Reading, recommending City Council approve the amended vacant building section of the Aberdeen Municipal Code. (Bill #26-13)

2. Ordinance

- a. 3rd Reading, requesting City Council approval of the Title 17 Zoning Code Amendments. (Bill #26-07)

D. Special Committee Items

1. Reports

- a. Waiting on RCA for Bishop Complex Artificial Turf Softball Fields.

12. PUBLIC COMMENT PERIOD

13. GOOD OF THE ORDER

14. ADJOURNMENT

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.



Meeting Date: June 24, 2026

Location: The physical location of the Council Meeting was at City Hall, 200 E. Market Street, Aberdeen, Washington. The meeting was conducted as a hybrid meeting with in-person and virtual participation options.

COUNCIL MEETING

Call to Order:

The regular meeting of the Aberdeen City Council was called to order at 6:30 p.m. by Mayor Pro Tem Swor.

Roll Call:

Francy, Hodgkin, Hubbard, Moynihan, Nipper, Prato, Rajcich, Shaw, Swor, Taylor, and Wilson. **Noted Councilmember Hubbard was attending online. Noted Councilmember Gakin joined online after attendance was taken.**

Flag Salute

Motion to nominate Councilmember Francy for Council President Pro Tem by Councilmember Prato, seconded by Councilmember Wilson. Carried by voice vote.

Approval of the Agenda

Motion to approve the agenda by Council President Pro Tem Francy, seconded by Councilmember Nipper. Carried by voice vote.

Motion by Councilmember Prato to excuse Councilmember Moynihan's absence, seconded by Councilmember Rajcich. Carried by voice vote.

Public Comments

Public comment period opened. Three comments taken.

Consent Agenda

Motion to approve the Consent Agenda including the minutes from June 10, 2026, accounts payable and payroll, check numbers 26479-26497, 93542-93656 and wires 190139-190147 by Council President Pro Tem Francy, seconded by Councilmember Rajcich. Discussion. Carried by voice vote.

Mayors Report – Mayor Pro Tem Swor gave a report.

Student Council Representative Report – No report given.

Council Reports – Councilmember Nipper gave a report.

Staff Reports – Fire Chief Golding gave a report.

Presentations – Downtown Aberdeen Association Update – Wil Russoul

Requests for Council Action

Finance: *Chair Prato, no report given.*

Requesting City Council host a Public Hearing to receive public testimony regarding the Ordinance establishing Lift assistance penalties at licensed healthcare facilities & extending utility rate discount programs to the Ambulance and Emergency Medical Services Utility. (Bill #26-11)

Motion by Councilmember Prato to open a Public Hearing at 7:24 p.m., seconded by Councilmember Francy. Carried by voice vote. Motion to close public hearing by

Councilmember Rajcich at 7:25 p.m., seconded by Councilmember Nipper. Carried by voice vote.

Requesting City Council host a Public Hearing to receive public testimony regarding the amended Ordinance for AMC 13.80.130 and the Ambulance Bill Charity Program. (Bill #26-05) **Motion by Councilmember Prato to open a Public Hearing at 7:26 p.m., seconded by Councilmember Francy. Carried by voice vote. Motion to close public hearing by Councilmember Francy at 7:26 p.m., seconded by Councilmember Nipper. Carried by voice vote.**

Requesting City Council host a Public Hearing to receive public testimony regarding the amended Ordinance to amend AMC 13.64 Low-Income Senior Citizens – Rate Remission to include Low-Income Disabled Citizens (Bill #26-10). **Motion by Councilmember Prato to open a Public Hearing at 7:27 p.m., seconded by Councilmember Francy. Carried by voice vote. Motion to close public hearing by Councilmember Francy at 7:28 p.m., seconded by Councilmember Nipper. Carried by voice vote.**

2nd Reading, requesting City Council approve an Ordinance establishing Lift assistance penalties at licensed healthcare facilities & extending utility rate discount programs to the Ambulance and Emergency Medical Services Utility. (Bill #26-11) **Motion by Councilmember Prato, seconded by Councilmember Francy. Carried by voice vote. Motion by Councilmember Prato, seconded by Councilmember Francy to suspend the rules and accept the second reading as the third and move into final passage. Carried by roll call vote 11-0. Ordinance 6740 passed.**

2nd Reading, requesting City Council adopt the amended Ordinance for AMC 13.80.130 regarding the Ambulance Bill Charity Program. (Bill #26-05) **Motion by Councilmember Prato, seconded by Councilmember Francy. Carried by voice vote. Motion by Councilmember Prato, seconded by Councilmember Francy to suspend the rules and accept the second reading as the third and move into final passage. Carried by roll call vote 11-0. Ordinance 6741 passed.**

2nd Reading, requesting City Council adopt the Ordinance to amend AMC 13.64 Low-Income Senior Citizens – Rate Remission to include Low-Income Disabled Citizens. (Bill #26-10) **Motion by Councilmember Prato, seconded by Councilmember Francy. Carried by voice vote. Motion by Councilmember Prato, seconded by Councilmember Francy to suspend the rules and accept the second reading as the third and move into final passage. Carried by roll call vote 11-0. Ordinance 6742 passed.**

Public Safety: *Temp Chair Nipper gave a report.*

Request recommending City Council approve the 2026-2028 EMS Agreement between the City of Aberdeen and the City of Cosmopolis. **Motion by Councilmember Nipper, seconded by Councilmember Rajcich. Discussion. Carried by voice vote. Motion by Councilmember Francy to amend the contract agreement to strike the date 50th and change to 15th, seconded by Councilmember Nipper. Carried by voice vote. Motion by Councilmember Nipper, seconded by Councilmember Rajcich to approve as amended. Carried by voice vote.**

1st Reading requesting City Council approve an ordinance amending AMC Chapter 12.04 to establish new sections related to a temporary alley closure program for protection of public

health, safety and welfare. (Bill #26-09). **Motion by Councilmember Nipper, seconded by Councilmember Hodgkin. Carried by voice vote.**

Public Works: *Chair Francy, no report given.*

Request recommending the City Council authorize the Aberdeen Railroad Corridor Crossing Elimination and Safety Improvement Study Award Authorization. **Motion by Councilmember Francy, seconded by Councilmember Hodgkin. Carried by voice vote.**

Request recommending City Council authorize the Public Works Director to sign FEMA Agreement 4906-DR-WA for obtaining federal and state emergency and disaster assistance funds. **Motion by Councilmember Francy, seconded by Councilmember Rajcich. Carried by voice vote.**

Requesting City Council host a Public Hearing to receive public testimony regarding the Franchise Agreement with Forged Fiber 37, LLC. (Bill #26-12) **Motion by Councilmember Francy to open a Public Hearing at 7:41 p.m., seconded by Councilmember Rajcich. Discussion. Carried by voice vote. Motion to close public hearing by Councilmember Francy at 7:42 p.m., seconded by Councilmember Nipper. Carried by voice vote.**

Requesting City Council host a Public Hearing to receive public testimony regarding Title 17 Zoning Code Amendments. (Bill #26-07) **Motion by Councilmember Francy to open a Public Hearing at 7:43 p.m., seconded by Councilmember Rajcich. Carried by voice vote. Motion to close public hearing by Councilmember Francy at 7:43 p.m., seconded by Councilmember Nipper. Carried by voice vote.**

2nd Reading requesting City Council approval of the Franchise Agreement with Forged Fiber 37, LLC. (Bill #26-12) **Motion by Councilmember Francy, seconded by Councilmember Nipper. Discussion. Failed by roll call vote 3/7. Motion failed. (Noes: Hodgkin, Hubbard, Nipper, Rajcich, Shaw, Taylor and Wilson.)**

2nd Reading requesting City Council approval of the Title 17 Zoning Code Amendments. (Bill #26-07) **Motion by Councilmember Francy, seconded by Councilmember Rajcich. Carried by voice vote.**

Request recommending City Council approval of the Resolution Designating Authorized Representatives for Purposes of Obtaining Federal And/ Or State Emergency or Disaster Assistance Funds. (Res #2026-24) **Motion by Councilmember Francy, seconded by Councilmember Hodgkin. Carried by voice vote.**

Discussion regarding the Vacant Building Code Revision.

Special Agenda Items: *Pro Tem Council President Francy, no report given.*

Request recommending City Council allow the Department Heads to enter a contract with Teamsters upon acceptance. **Motion by Councilmember Francy, seconded by Councilmember Nipper. Carried by voice vote.**

Request recommending City Council adopt the reclassification of the Parks Director salary. **Motion by Councilmember Francy, seconded by Councilmember Nipper. Discussion. Carried by voice vote.**

Motion by Councilmember Francy, seconded by Councilmember Nipper to approve the appointments of John Shaw, Joshua Francy, Ruth Hamilton, Les Bolton, George Donovan, and John Hughes to the Museum Transition Committee. Carried by voice vote.

Motion by Councilmember Hodgkin, seconded by Councilmember Nipper to approve the appointments of Kacey Ann Morrison (Ward 1), Jim Sannes (Ward 3), and Patty Thomas (Ward 5) Carried by roll call vote. 7/3. (Noes: Francy, Prato, Wilson)

Request recommending City Council approve the creation and appointments to the Museum Transition Committee by resolution. (Res #2026-25) **Motion by Councilmember Francy, seconded by Councilmember Nipper. Carried by voice vote.**

Request recommending City Council approve the creation of the AMC Review Committee. (Res #2026-26) **Motion by Councilmember Francy, seconded by Councilmember Nipper. Discussion. Carried by voice vote.**

Public comment period opened. One comment taken.

Good of the Order – **Councilmember Wilson discussed the want for chalk art. Councilmember Gakin comments about the “no” votes for the URAC Appointments. Councilmember Hubbard thanks council for opportunity to attend the conference she is at.**

Motion to adjourn by Pro Tem Council President Francy, seconded by Councilmember Nipper. Carried by voice vote.

The meeting is adjourned at 8:02 p.m.

Katy Williamsen, FINANCE DIRECTOR

Douglas Orr, MAYOR



CITY OF ABERDEEN
Washington
Since 1884

Request for Council Action

Date Action is Requested: **July 8, 2026**
Subject: **Brycer Compliance Engine Agreement**

COMMITTEE:

- Finance Public Works
 Public Safety Special Agenda Item

TYPE OF ACTION REQUESTED:

- Ordinance No. Resolution No.
 Motion Discussion
 No Action - Information Only Other:

SUMMARY OF REQUEST:

Request to enter into an agreement with Brycer Advisory Group for fire protection system reporting.

POLICY IMPLICATIONS:

- This action is in accordance with current policies and procedures.
 This action would require a new policy ordinance resolution other action from the Council.
 This action requires a revision to policy ordinance resolution other.
 Does not affect current policies and procedures.

FISCAL IMPACT:

None to the City

BUDGETARY STATUS:

- Funds have already been authorized in this year's budget.
 This is an extra-budget expenditure.
 Funds will be requested for this action, if approved, in next year's budget.
 This action will bring in additional revenue.
 This action will require city staff time and/or labor.
 This action has no budgetary implications.
 This action will reduce expenditures.
 Other:

BACKGROUND/RATIONALE:

The Fire Department seeks authorization to enter into an agreement with Brycer Advisory Group to implement the Brycer Compliance Engine, a comprehensive third-party records management and compliance platform for fire and life safety systems. This platform streamlines the collection,

management, and verification of required inspection, testing, and maintenance reports for fire protection systems, including fire alarm systems, fire sprinkler systems, and other regulated life safety equipment.

Implementation of the Brycer Compliance Engine will enhance the Fire Department's ability to monitor compliance with adopted fire codes by providing an efficient electronic process for the submission, tracking, and review of required inspection reports. The system automates report collection, identifies overdue or missing inspections, and maintains a centralized database of compliance records. These efficiencies reduce administrative workload and allow Fire Department personnel to dedicate more time to inspections, code enforcement, and community risk reduction initiatives.

The platform also improves accountability by providing building owners and fire protection contractors with a standardized electronic reporting process that increases data accuracy, consistency, and transparency. In addition, the system offers reporting and analytical tools that support proactive code enforcement, risk assessment, and informed operational decision-making.

Entering into this agreement supports the Fire Department's mission to protect life and property by improving the efficiency and effectiveness of its fire code compliance program while leveraging technology to enhance service delivery to the community.

There is no direct cost to the City for implementation or use of the Brycer Compliance Engine. Brycer's services are funded through a \$27.00 processing fee charged to fire alarm and fire suppression system service providers for each required inspection, testing, or maintenance report submitted through the platform.

RECOMMENDATION(S):

It is recommended that the City Council approve this agreement.

REVIEWED BY LEGAL: YES NO NOT REQUIRED

ATTACHMENTS:

- Brycer Agreement

Dave Golding, Fire Chief

Staff Name



Staff Signature

Carrie Hubbard, Public Safety Chair

Committee Chair Name

Committee Chair Signature

This request aligns with the following City Council Values:

- | | |
|---|---|
| <input type="checkbox"/> Workforce Engagement & Development | <input checked="" type="checkbox"/> Vibrant, Safe & Healthy Community |
| <input type="checkbox"/> Economic Development | <input type="checkbox"/> Infrastructure Investment |
| <input type="checkbox"/> Fiscal Responsibility | <input type="checkbox"/> Communications & Outreach |

BRYCER, L.P.
BRYCER ADVISORY GROUP, L.P.
2300 Cabot Dr
Suite 250
Lisle, IL 60532

May 27, 2026

Aberdeen Fire Department
700 W Market Street
Aberdeen, WA 98520

Re: “The Compliance Engine”

Dear Aberdeen Fire Department:

We look forward to providing you with “The Compliance Engine” (the “Solution”) and the advisory services described below related to the Solution (the “Advisory Services”). This proposal letter provides the basic terms by which Brycer, L.P. (“Brycer”) and Brycer Advisory Group, L.P. (“BAGLP”) will provide you, Aberdeen Fire Department (“Client”), with the Solution and the Advisory Services. The use of the Solution, the Advisory Services and all matters among Brycer, BAGLP and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term**: Brycer will provide Client with the Solution and BAGLP will provide the Advisory Services for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by, as the case may be, Brycer or BAGLP, or Client in writing at least 180 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution and BAGLP shall stop providing the Advisory Services; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 180 days’ written notice to each of Brycer and BAGLP.

2. **Fees**: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer and BAGLP Responsibilities**: During the Term, Brycer and BAGLP, as the case may be, shall be responsible for the following in connection with Client’s use of the Solution and the Advisory Services:

- ***Availability***. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level***. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup***. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or

made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center.** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
- **Advisory Services.** BAGLP will review the information entered into the Solution by third party inspectors (including compliance and deficient test results) to confirm their accuracy and completeness. On a case by case basis, BAGLP may provide recommendations, suggestions, comments and observations on the test results to the Client. BAGLP shall provide the Advisory Services using the Solution.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** City shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the City's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, City must use current versions Edge, Firefox, Chrome or Safari, in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide each of Brycer and BAGLP with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [CLIENT] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion. Client shall promptly provide BAGLP with all appropriate information for BAGLP to perform the Advisory Services.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Third-Party Reports.** Client will require all compliant and deficient test results to be submitted.

- ***Compliance.*** Client shall be responsible for remaining informed and updated, and causing its third party inspectors to be informed and updated, on all applicable rules, regulations, ordinances and other legal or regulatory requirements related to the underlying testing for which the Solution is being used by third party inspection companies. Client shall inform each of Brycer and BAGLP of any changes, updates or revisions to such rules, regulations, ordinances or requirements that may impact the functionality, compliance, or appropriate use of the Solution or the Advisory Services provided by BAGLP hereunder.
- ***Collaboration.*** Client shall make reasonable efforts to collaborate with each of Brycer and BAGLP to ensure that the Solution is used, and the Advisory Services are provided, in accordance with all relevant requirements.

5. **Ownership of Data.** Client owns all the non-public data provided by Client and received from third party contractors for Client. Brycer and BAGLP shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, L.P.

By:

Its:

Brycer Advisory Group, L.P.

By:

Its:

Acknowledged and Agreed to this date:

[CLIENT]

By:

Its:

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and among Brycer, L.P. ("Brycer") and Brycer Advisory Group, L.P. ("BAGLP"), on the one hand, and Client, on the other hand (the "Agreement"). As used in these Terms and Conditions, "Brycer" means either or both of Brycer or BAGLP, as the case may be depending on the provider of the applicable services described and referred to below.

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution or the work product resulting from the Advisory Services (the "Work Product") in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution and the Work Product for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution or the Work Product; (c) it shall not sell, resell, rent or lease the Solution or the Work Product; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution, the Advisory Services, the Work Product or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution; (g) it shall not permit anyone other than the Authorized Users to view or use the Solution or the Advisory Services and any screen shots of the Solution or the Work Product; and (h) it shall not disclose the features of the Solution or the Work Product to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution and the Advisory Services.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well as any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under the Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Brycer shall have the right to use the Derivative Works, the Work Product, the Documentation and any data used in connection with the foregoing to provide the services under the Agreement and to analyze, improve, expand and enhance the functionality and performance of the Solution, the Advisory Services and related offerings. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each party hereto is an independent contractor. No party may assume, either directly or indirectly, any liability of or for another party. No party has the authority to bind or obligate another party and no party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution, the contents of any Work Product, and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution or similar Work Product to other parties.
5. **Use of Logos.** During the term of the Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client and for the purpose of preparing and making available the Work Product to Client.
6. **Confidential Information.** Each party acknowledges and agrees that in providing the Solution and the Advisory Services, each party, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, the Work Product, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the disclosing party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that each party shall be permitted to comply with any and all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information (including the Work Product) for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business days following such request, to the extent legally permissible. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of the Agreement, each party will return to the disclosing party all Confidential Information of the disclosing party; provided, however that Brycer may retain a copy of such Confidential Information of Client to comply with applicable law or a bona fide record retention policy. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith, except for the purposes set forth in the Agreement.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into the Agreement and provide the Solution to Client pursuant to the Agreement.
8. **Disclaimer.** All information, as well as all conclusions as to the condition of any testing site, entered into Brycer's database or submitted in connection with the Advisory Services is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS, INCLUDING IN CONNECTION WITH THE PREPARATION AND PROVISION OF THE ADVISORY SERVICES, WHICH ARE MADE IN RELIANCE UPON SUCH INFORMATION. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION, THE ADVISORY SERVICES OR THE WORK PRODUCT OR ANY OTHER INFORMATION OR THE CONTENTS THEREIN AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF**

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS, ON A SEVERAL AND NOT JOINT BASIS, CLIENT FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7.

9. **LIMITATION ON DAMAGES.** BRYCER, ON A SEVERAL AND NOT JOINT BASIS, SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED. BRYCER'S SHALL BE NOT LIABLE FOR ANY NON-COMPLIANCE, PENALTIES OR OPERATIONAL DISRUPTIONS RESULTING FROM CLIENT'S FAILURE TO (A) STAY INFORMED AND IN COMPLIANCE WITH, (B) PROVIDE BRYCER TIMELY UPDATES OF APPLICABLE RULES REGULATIONS OR ORDINANCES, OR (C) ACT IN ACCORDANCE WITH THE APPLICABLE RULES, REGULATIONS OR ORDINANCES, OR IN ACCORDANCE WITH THE CONCLUSIONS SET FORTH IN ANY TEST OR WORK PRODUCT, WHICH MAY AFFECT THE SOLUTION OR THE ADVISORY SERVICES (INCLUDING THE WORK PRODUCT) PROVIDED HEREUNDER.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution and the Work Product resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives (including without limitation, BAGLP for the provision of the Advisory Services hereunder); (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
11. **Indemnity.** Brycer, severally and not jointly (the "Indemnifying Party"), will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of the Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of the Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution or described in the Work Product, is not responsible for any such data or information, and makes and may assess or make any suggestions or recommendations in the Work Product solely in reliance on such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer (individually or collectively) by a third party in connection with Client's or an Authorized User's use of the Solution or the contents of the Work Product, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend the Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of the Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** No party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable

attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.

19. Entire Agreement. The Agreement, including these Terms and Conditions which are hereby incorporated by reference, sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of all parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile

and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.
22. Separation of Services. Client acknowledges and agrees that each of Brycer and BAGLP are separate and distinct entities, each providing its respective services under the Agreement independently of the other. Each of Brycer and BAGLP shall be solely responsible for the performance, quality and delivery of the services it provides, as well as for any obligations, liabilities or claims arising out of or relating to its respective services. Neither Brycer nor BAGLP shall be liable for the services performed or obligations undertaken by the other, and no joint liability shall arise as a result of their respective roles under the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The number is 630-413-9511.

Brycer will assign Client a dedicated customer representative with direct access to their email and work number.



CITY OF ABERDEEN
Washington
Since 1884

Request for Council Action

Date Action is Requested: 7/8/2026
Subject: Professional Services Agreement – Railroad Corridor Crossing Elimination and Safety Improvement Study

COMMITTEE:

- Finance Public Works
 Public Safety Special Agenda Item

TYPE OF ACTION REQUESTED:

- Ordinance No. Resolution No.
 Motion Discussion
 No Action - Information Only Other:

SUMMARY OF REQUEST:

Staff requests authorization for the Mayor to execute a Professional Services Agreement with Cambridge Systematics Inc., in partnership with WSP, to complete the Railroad Corridor Crossing Elimination and Safety Improvement Study.

POLICY IMPLICATIONS:

- This Action is in Accordance with Current Policies and Procedures.
 This Action would Require a New Policy Ordinance Resolution Other Action from the City Council.
 This Action Requires a Revision to Policy Ordinance Resolution Other.
 This Action Does Not Affect Current Policies and Procedures.

FISCAL IMPACT:

Project Number: City-2025-0001
Amount Requested: \$284,982
Source of Funding: \$240,000 (FRA), \$50,000 (City – 130 Fund), \$10,000 (Hoquiam)
City Fund/Department: 305/Arterial Streets
In Budget? Yes No
Supplemental Budget? Yes No Uncertain
BARS Numbers: 305.00.595.690.60.33

BUDGETARY STATUS:

- Funds Have Already been Authorized in this Year's Budget.
 This is an Extra-Budget Expenditure.
 Funds will be Requested for this Action, if Approved, in Next Year's Budget.



CITY OF ABERDEEN

Washington
Since 1884

- This Action Will Bring in Additional Revenue.
- This Action Will Require City Staff Time and/or Labor.
- This Action has no Budgetary Implications.
- This Action Will Reduce Expenditures.
- Other:

BACKGROUND/RATIONALE:

The City of Aberdeen was awarded Federal Railroad Administration funding to complete the Railroad Corridor Crossing Elimination and Safety Improvement Study. The study will evaluate approximately 1.25 miles of the Puget Sound & Pacific Railroad corridor through Aberdeen and Hoquiam, including seven at-grade railroad crossings.

The consultant will document existing conditions, coordinate with local agencies and stakeholders, evaluate and prioritize crossing improvements, develop conceptual alternatives and planning-level cost estimates, identify future funding opportunities, and prepare a final implementation strategy. The study will provide the City with a comprehensive planning document to guide future railroad safety and mobility improvements while strengthening future grant applications.

RECOMMENDATION(S):

The City Engineer recommends Council authorize the Mayor to execute a Professional Services Agreement with Cambridge Systematics, Inc. to complete the Railroad Corridor Crossing Elimination and Safety Improvement Study.

ATTACHMENTS:

- Railroad Corridor Crossing Elimination and Safety Improvement Study Scope and Fee

Rick Sangder

Public Works Director Name

Public Works Director Signature

Joshua Francy

Committee Chair Name

Committee Chair Signature

This request aligns with the following City Council Values:

- | | |
|---|---|
| <input type="checkbox"/> Workforce Engagement & Development | <input checked="" type="checkbox"/> Vibrant, Safe & Healthy Community |
| <input checked="" type="checkbox"/> Economic Development | <input checked="" type="checkbox"/> Infrastructure Investment |
| <input checked="" type="checkbox"/> Fiscal Responsibility | <input checked="" type="checkbox"/> Communications & Outreach |

Railroad Corridor Crossing Elimination and Safety Improvement Study

Scope and Fee

submitted to

City of Aberdeen

submitted by

Cambridge Systematics, Inc.

with

WSP

Scope and Fee

Railroad Corridor Crossing Elimination and Safety Improvement Study

submitted to

City of Aberdeen

submitted by

Cambridge Systematics, Inc.
200 River's Edge Drive, Suite 420
Medford, MA 02155

with

WSP

date

June 26, 2026

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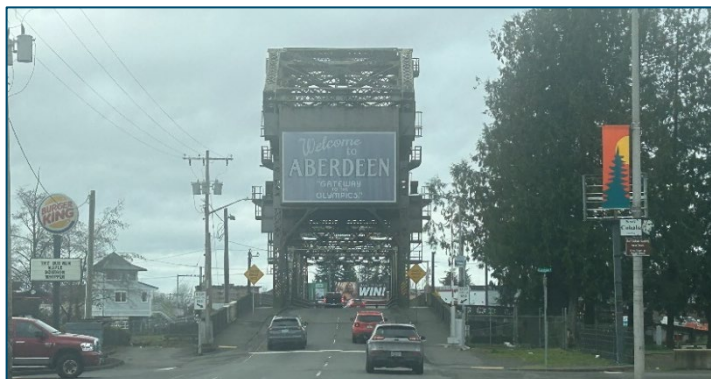
1.0 Project Understanding, Need, and Goals

1.1 Project Understanding

The 1.25-mile stretch of the Puget Sound & Pacific Railroad (PSAP) rail line through Aberdeen and Hoquiam presents a **systemic safety challenge driven by limited network redundancy and a concentration of seven at-grade rail crossings necessary to access the Port of Grays Harbor**. PSAP operates a single-track main line with freight traffic serving port and industrial uses, increasing the operational importance of maintaining crossing safety and reliability. These crossings function as a **tightly constrained network where freight rail operations intersect with regional freight traffic, local access streets, emergency response routes, and pedestrian and bicycle activity**. In addition, schools such as Harbor High School and the Aberdeen Fire Station are located near the affected corridor, further complicating essential access in the area.

The close spacing of crossings results in simultaneous blockages during train movements, which can restrict access across several streets at once. These conditions can create extended vehicle queues, force motorists to wait in active travel lanes, and increase the likelihood of crashes and unsafe maneuvers. Limited alternative routes further compound the risk, particularly during peak periods or during emergency events. The corridor also serves as a critical freight and emergency access link, connecting commercial areas and the Port of Grays Harbor. When trains occupy the rail line, emergency responders and freight vehicles experience delays further illustrating the access constraints as a primary safety concern and a key driver for corridor-wide investment need. In addition to vehicular impacts, several crossings are located in neighborhood contexts, where pedestrians and bicyclists are exposed to rail and roadway conflicts. Aging infrastructure and historical street designs limit opportunities for separation between modes, increasing risk for non-motorized users and constraining ADA-compliant access. Collectively, **these conditions reflect a corridor-level safety problem rooted in geometry, access constraints, and multimodal opportunities**—not simply outdated warning devices at individual crossings.

Congestion and conflicts are expected to continue to grow into the future as freight movement grows at the Port. Currently, the PSAP brings BNSF Railway and UPRR operated freight services along the corridor, and the Port of Grays Harbor Terminal (T4) expansion aimed at increasing cargo capacity train volume is expected to significantly increase rail traffic, with a notable increase to the study corridor rail volume as entry/exit patterns are revised. The City of Aberdeen has been proactive in addressing grade crossing concerns to address the rail congestion at the eastern entrance to the City of Aberdeen. Port freight mobility has been improved including freight reliability and supports long term port rail functionality and economic growth. In addition, the PSAP has been supportive of public rail improvements and has invested in rail improvements including mainline surfacing, curve replacements, and joint improvements. These investments will be considered when prioritizing improvements to reflect a corridor approach.



Aberdeen is a key coastal freight hub anchored by the Port of Grays Harbor and relies heavily on rail and highway access along US-12 to support port operations, industrial activity and exports.



30th and Industrial

Project Need

This study is needed to address corridor safety risks, including:

- *Frequent train blockages*
- *Extended delays*
- *Emergency response access*
- *Vehicle/train conflicts*
- *Delay of freight deliveries to the port*
- *Pedestrian trespassing and conflicts*
- *Community concerns: traffic congestion and unreliable travel times*
- *Increased freight and train volume due to T4 expansion*



The City of Aberdeen selected Alternative 8 for the U.S. 12 Highway Rail Separation Project. The improvements realized from this fully funded project will be considered for the study.

1.2 Project Goals

The goals for this study are to improve safety for all modes of transportation by identifying and prioritizing improvements to reduce crashes, injuries, and fatalities. This can be accomplished by taking a corridor level approach to understand the operation of the entire system including how the community interacts with the crossing locations, identifying major community and freight generators, and determining the most effective treatment for both function and cost. The study will address the triple bottom line analysis to balance economic benefits, sustainability, and the needs of the public. The concerns from neighbors and businesses about these crossings have been well documented and raised at public meetings. **The study will result in a comprehensive plan that identifies existing conditions, best practices, and opportunities for implementing a multiyear, multiphase program of projects, policies, and procedures. This plan will serve as a roadmap for future safety investments in crossing eliminations, grade separations, and other safety improvements.**



Aberdeen Corridor Crossing Elimination and Improvements Study Area

2.0 Project Scope

2.1 Project Management and Kickoff

The successful completion of the Study will require attentive management of CS staff and subcontractors, and regular interaction with the City of Aberdeen managers and the City's stakeholders at large. This task will consist of project management activities, aimed at ensuring the project is completed on-time, within budget, and fully meets the specifications of the contract.

Specific duties for CS under this task include:

- Hosting an initial kickoff meeting (virtually) with the City of Aberdeen staff to discuss the draft project management plan (PMP), risk register, and the stakeholder engagement plan, schedule, upcoming tasks and next steps, preferred methods and applications for bi-weekly project status calls (e.g., Microsoft Teams, Zoom, or other services), and invoicing and progress reporting requirements.
- Conducting regular project status calls on a bi-weekly basis. We expect that at critical points in the project, additional calls may be necessary. The CS Team will prepare meeting agendas and summaries with action items for all project management meetings.
- Maintaining the project schedule, project documents, and other information on the web-based collaboration system.
- Invoicing and progress reporting according to the City's preference or based on grant requirements.

Deliverables

- Kickoff Meeting and Materials
- Check-in Meetings and Progress Updates

2.2 Stakeholder Coordination

Prior to the kickoff meeting, the CS team will also develop a draft detailed stakeholder coordination approach:

- Stakeholder Engagement Plan – This engagement plan will list key stakeholders—including railroads, local governments, regulatory agencies, emergency responders, community groups, and the public—and defines strategies for meaningful involvement throughout the project. The plan will outline communication methods, engagement activities, schedules, and feedback processes to build consensus, address concerns, and support informed decision-making during project development and implementation.

These at-grade crossings offer the opportunity to connect with community, conduct public outreach, prioritize their needs, enhance safety and mobility, address ADA shortcomings and develop a comprehensive plan that includes FRA's Project Planning Lifecycle Stage guidance.

After an initial kickoff meeting with the City of Aberdeen, our team will schedule up to four (4) rounds of stakeholder and community meetings to coordinate with the Cities of Aberdeen and Hoquiam, FRA, Grays Harbor County, PSAP (G&W), and the Port of Grays Harbor. Other key stakeholders should include EMS/Fire, School, and Hospital representatives.

The approach to meetings with the stakeholders and community will be detailed in the Stakeholder Engagement Plan. In general, the team will bring new information and analysis findings to each of the four (4) rounds of stakeholder meetings to make constructive use of everyone's time. The key stakeholder meetings will be held in a combination of virtual and in-person environments.

The CS team will conduct up to two (2) in-person public/community engagement meetings, dovetailing off of the stakeholder meeting rounds. These two meetings are expected to include the following:

- First Meeting: CS will provide background and purpose of the study, get initial comments on concerns, provide links to online mapping feedback tool, and generally introduce the idea of potential treatments. This could also take place at an already scheduled public event (i.e. farmers market, festival, etc.) as a pop-up.
- Second Meeting: CS will provide an open house-style meeting to share high-level details on the analysis and prioritization findings, as well as the alternatives, recommendations, and policy/process changes. CS will

prepare materials and deliver a community-driven message that shows we have heard their concerns, but we will also explain clearly operational limitations and other things that may be out of the City's control (i.e. the use of horns within the Port).

Deliverables

- Draft Stakeholder Engagement Plan
- Stakeholder Meeting Materials and Presentations
- Public Meeting Materials

2.3 FRA Project Planning Package

The team understands that clear communication, accountability, and trust are fundamental in these relationships and will establish regular project status meetings between FRA, the Cities, and the team to review progress on the project scope, schedule, and budget, provide a look ahead to the work expected in the next reporting period as well as describe any unanticipated issues, and potential solutions.

In conjunction with the other tasks, we will work closely with the City of Aberdeen to provide FRA with required deliverables including the project management plan, risk register, and the stakeholder engagement plan, as well as the final report. To support management and tracking of the project, CS will develop the following materials prior to meeting with the City and kicking off subsequent tasks:

- Project Management Plan – The PMP establishes the framework for delivering the project, including scope, schedule, budget, staffing, communications, quality control, and decision-making processes. The plan defines roles and responsibilities, reporting requirements, performance monitoring procedures, and coordination strategies to ensure the project is completed on time, within budget, and in compliance with FRA grant requirements as noted in FRA Attachment 2.
- Risk Register - The risk register documents potential project risks that could affect scope, schedule, budget, safety, environmental compliance, stakeholder coordination, or grant delivery. It identifies each risk's likelihood and potential impact, assigns responsibility for monitoring and mitigation, and outlines specific actions to reduce or manage the risk throughout project development and implementation. Potential risks could include keeping timelines for meeting with specific stakeholders.

CS will also participate in the FRA Project Kick-Off Meeting and regularly scheduled Project meetings with FRA to discuss progress, reporting needs, and decisions made throughout the project, ensuring the grant requirements are met. CS will share monthly updates and progress reports to the FRA. This will allow for the continued progress and initiation of subsequent tasks without delay, as well as improve efficiency and assurance of timely approval of the final report.

Deliverables

- Monthly Updates, Progress Reporting and Meetings
- Final Deliverable Submittals
 - Final Project Management Plan
 - Final Risk Register
 - Final Stakeholder Engagement Plan
 - Final Report

2.4 Existing Conditions

CS will lead the strategic direction of the study and will develop a performance-based, data driven prioritization process to evaluate the crossings along the planning study corridor, 1.25-mile stretch of the Puget Sound & Pacific Railroad (PSAP) rail line through Aberdeen and Hoquiam. CS will assess the current and future needs of the rail crossings, with the goal of improving safety, focusing on multimodal mobility, and infrastructure performance while also integrating the human element into the technical analysis.

The prioritization process is intended to categorize rail crossing improvement needs through which existing grade crossings can be evaluated and ultimately provide safety improvement recommendations and cost estimates.

To support this ,as part of existing conditions analysis, CS will:

1. Review local plans to understand existing rail crossing priorities, as well as the Washington State Rail Plan.
2. Conduct a high-level analysis of existing conditions at each location (gates, lights, access, pavement condition).
3. Summarize crashes and incidents extracted from the FRA database for the most recent 10-years available. Recorded crashes and incidents will be tabulated by grade crossing location with crashes / incidents categorizes by fatality, injury and noninjury.
4. Collect rail GIS files available from the WSDOT or locally, as well as any inventory files from PSAP and characteristics and locations from Washington Utilities and Transportation Commission (UTC).
5. Review census data to determine a range of community profiles such as minority populations, the percentage of residents reporting limited proficiency with the English language, populations over 65 years of age, low income residences, persons reporting physical disabilities and other pertinent factors.
6. Incorporate local input from stakeholder meetings and knowledge of planned improvements gathered through local consultant, stakeholder and City of Aberdeen staff input (such as the U.S. 12 Highway Rail Separation Project).

These findings will be documented in an existing conditions memorandum. The memorandum will also discuss potential key criteria or considerations that may impact prioritization and feasibility of treatments for alternatives analysis in later tasks. A draft will be delivered to the City for revied and revised prior to sharing with the FRA and stakeholders.

Table 2.1 Project Area Crossings

Crossing	Crossing Type
*Heron Street (Aberdeen)	At-grade (urban arterial)
*N. Division Street (Aberdeen)	At-grade (local/collector)
W. Wishkah Avenue (Aberdeen)	At grade
W. First Street (Aberdeen)	At-grade
Maple Street (Aberdeen)	At-grade (industrial/local)
Myrtle Street (Hoquiam)	Rail corridor (multiple at-grade interfaces)
30th St/Industrial Dr (Hoquiam)	At-grade (industrial)

*Same Location

Deliverables

- Draft and Final Existing Conditions Memorandum

2.5 Prioritization

In the prioritization phase, we will develop an evaluation matrix that will be used to score locations and improvements. The CS Team will approach this task holistically, as we understand that the crossings are a network and changes in one location impact the next location. To develop this matrix, we will work with The City of Aberdeen to determine desired outcomes of the study, such as support for specific improvements or Quiet Zones. We will work with the City of Hoquiam, PSAP and stakeholders, including surrounding community leaders when appropriate, and law enforcement to identify criteria and data to be used in scoring. We will use this information to develop a transparent methodology that considers freight travel delay, existing congestion, bicycle/pedestrian access and crash rates.

The methodology will include risk assessment and prioritization of grade crossing safety improvements (using data from the prior task) for crossings with the greatest risk. The results of the analyses will be used to empower Aberdeen and its stakeholders to make data-driven decisions as the study is complete.

CS and WSP will coordinate with City staff to conduct onsite crossing reviews at each location for additional investigation. These visits will be used to demonstrate common challenges at crossings at risk for accidents and be used to complement the discussion on strategies to be included in the alternatives analysis.

Grade crossings will be prioritized to determine which are in greatest need of improvement. The scoring methodology and weights will be developed in consultation with Aberdeen staff, the FRA, and stakeholder as part of the outreach tasks, and are likely to consider both the quantitative data analysis and other critical factors such as existing replacement needs for equipment at crossings, land use and development patterns, geographic and socioeconomic factors, accessibility considerations, and forecasted changes in rail and roadway use.

Once the scoring and prioritization results are prepared in draft-final form, the CS Team will share them with the FRA for review and comment, as well as present them to stakeholders.

Utilizing this data, we will begin to consider scenarios of how improvements would impact the overall system and categorize the projects by type of improvement. Improvements may include grade separation, crossing closures, quiet zones and/or installation of technology. This analysis will then allow us to consider which locations warrant improvements that will benefit the entire corridor.

Deliverables

- Draft and Final Scoring and Prioritization Memorandum

2.6 Development of Alternatives Analysis

WSP will lead the alternatives analysis with a context-sensitive approach that prioritizes safety, balances modal needs, and reflects community goals. The team will apply a data-driven process that builds on the existing conditions analysis and further evaluates land use, crash history, traffic stress, modal conflicts, operational performance, and community input. We will begin by aligning modal priorities with project goals, integrating operational efficiency with stakeholder feedback. Through rigorous tradeoff analysis, we will optimize geometric and operational designs that center people of all ages and abilities. The result is intuitive, high-performing intersections with measurable improvements in safety and user experience.

Design considerations and assumptions will be documented and will reference Federal best practices/standards for Safe Systems Approach that include reference to MUTCD, AASHTO, FHWA, and PROWAG. In addition, the team will reference the Complete Streets Guidelines by WSDOT and identify alternatives that will improve the experience for all users, especially vulnerable communities and travelers. WSP will provide up to twenty-three (23) total alternatives across the six locations.

In this task, CS will also conduct a high-level benefit cost analysis (BCA) of the highest scoring crossings identified using the evaluation matrix to quantify benefits of investments, and/or the impacts of non-investment based on the cost estimates in the following task. In our experience, demonstrating the impact of “no action” is a critical step in establishing a business case for additional investment. This analysis will help to inform which projects should be considered for future funding. The final deliverable for the prioritization process will be well-documented and clearly detailed for use to identify project funding and move from planning to the design phase.

WSP will also develop high-level conceptual exhibits and a plan that presents a cost-effective solution for the City. Concepts are anticipated to be utilized in the third round of stakeholder engagement and/or the second community meeting to better visualize priority projects.

Deliverables

- Draft and Final Table of Project Alternatives and BCAs

2.7 Cost Estimates

Understanding cost of potential projects is a key decision-support criteria for weighing alternatives and making decisions on funding sources. WSP will also provide cost estimates simultaneously, for each alternative, to support the alternatives analysis and development of BCAs. Estimates will include a 40 percent contingency.

The cost estimating process typically relies on recent WSDOT bid tabs, railroad-provided cost information, vendor quotations for signal and gate equipment, and engineering judgment informed by similar projects completed within the state.

WSP will deliver planning-level estimates to account not only for construction costs but also for design, environmental review, railroad coordination, utility relocation, right-of-way acquisition, construction management,

and contingency. The team will utilize coordination with PSA and WSDOT any other cost factors, requirements, or operational constraints that can significantly influence priority project budgets and schedules.

The respective cost estimates will be added to the table generated in the Alternatives Analysis task to support comprehensive documentation in the Final Report.

Deliverables

- Draft Table of Project Costs

2.8 Policy and Funding Strategy

CS will utilize the information from the Alternatives Analysis and Cost Estimates to take this planning effort into implementation. The result will be an actionable phased plan that will set up priority projects by defining improvements based on a corridor level analysis and set up those projects for future funding opportunities.

Potential funding sources for implementation include:

- Consolidated Rail Infrastructure and Safety Improvements (CRISI)
- Railroad Crossing Elimination (RCE)
- Safe Streets for All (SS4A)

The policy and funding strategy memorandum will take each funding-ready project from the alternatives and connect the with the available sources of funding. The memorandum will also include a discussion of potential policy changes or process changes recommended from the review conducted in the Existing Conditions task and stakeholder input throughout the process.

CS, in collaboration with the City, will deliver the policy and funding strategy recommendations to key stakeholders as part of the fourth round of stakeholder meetings.

Deliverables

- Draft and Final Policy and Funding Strategy Memorandum

2.9 Final Study Report

CS will draft a Final Study Report to provide sufficient summary information for key stakeholders to understand and assess the study methodology, data collection, data analysis, findings and recommendations. Appendices documenting the technical study details will be used as appropriate.

We propose holding the final stakeholder meetings while the Study Report is under development, to review, together, the findings of all completed tasks, discuss final deliverables, and address any outstanding partner issues. We also suggest delivering a presentation to the Council while the task is underway.

Following collection and consideration of any additional comments or feedback, the CS team will revise and finalize the Study Report for final review by the City before preparing the package to be sent to the FRA. The Final Study Report will include an Executive Summary and all requested Appendices. CS will also update the Study Report Presentation as needed.

CS will also deliver all GIS, data, and project related documents in an organized file structure for the City's files prior to the end of the Period of Performance.

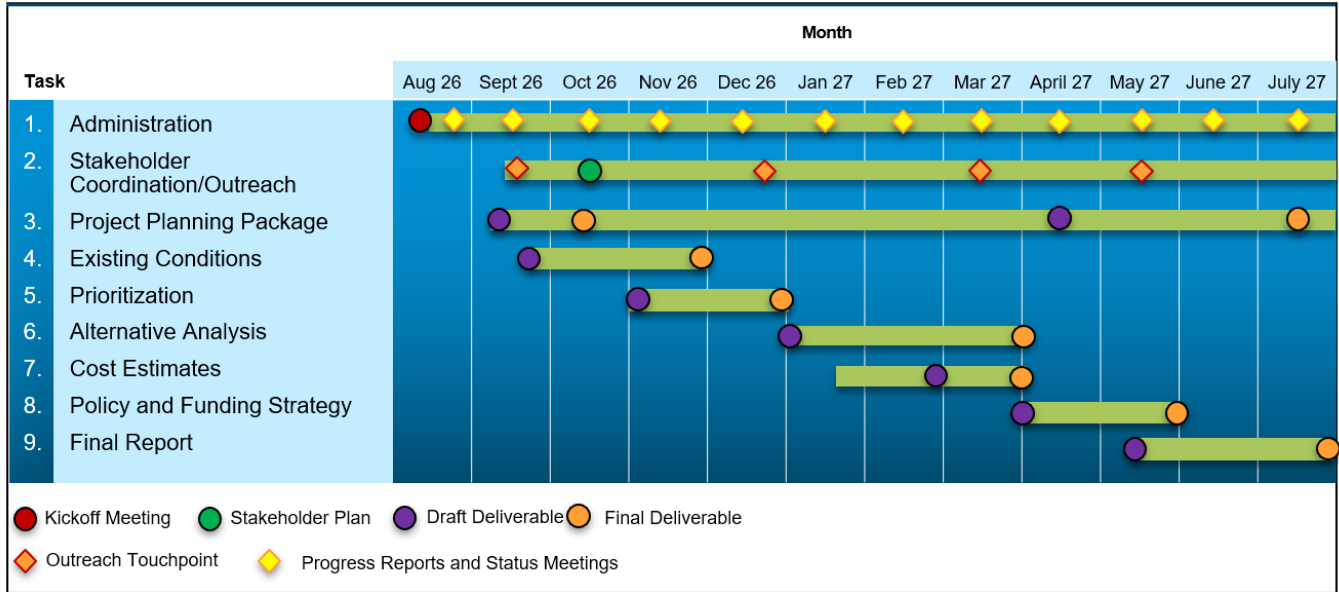
Deliverables

- Draft and Final Study Report
- Council Presentation
- GIS, Data, and Supporting Project Documents File

3.0 Schedule

Below is our proposed schedule that will meet the requested timeline. The administration task and stakeholder outreach will occur throughout the project reflecting the importance of continual communication throughout the project as a project team and with stakeholders and the public. The remainder of the tasks will occur mostly sequentially beginning with the existing conditions work allowing us to then move to prioritization, alternatives analysis, and cost estimation. Once the preferred improvements have been vetted the final report including recommendations will be completed. The project planning package for FRA will occur multiple times as the project moves from establishing the project management plan to final documents. This schedule will keep us on track to stay on time and on budget.

Figure 3.1 Schedule



4.0 Fee

Name	Labor Category	Rate	Task 1 - PM		Task 2 - Stakeholder Outreach and Coordination		Task 3 - Project Planning Package		Task 4 - Existing Conditions		Task 5 - Prioritization		Task 6 - Alternatives Analysis		Task 7 - Cost Estimates		Task 8 - Policy and Funding Strategy		Task 9 - Final Report		Total	
			Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Labor:																						
Danena Gaines	PIC	\$ 401.13	8	\$ 3,209	4	\$ 1,605	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	2	\$ 802	4	\$ 1,605	18	\$ 7,221
Cory Hopwood	PM	\$ 331.57	36	\$ 11,937	32	\$ 10,610	6	\$ 1,989	20	\$ 6,631	16	\$ 5,305	8	\$ 2,653	4	\$ 1,326	8	\$ 2,653	12	\$ 3,979	142	\$ 47,083
Nusrat Sharmin	DPM	\$ 204.39	40	\$ 8,176	40	\$ 8,176	16	\$ 3,270	12	\$ 2,453	12	\$ 2,453	6	\$ 1,226	-	\$ -	16	\$ 3,270	22	\$ 4,497	164	\$ 33,521
Christina Leach	Senior FRA Advisor	\$ 351.27	8	\$ 2,810	8	\$ 2,810	12	\$ 4,215	4	\$ 1,405	-	\$ -	-	\$ -	-	\$ -	8	\$ 2,810	12	\$ 4,215	52	\$ 18,265
Chris Lamm	Senior Freight Advisor	\$ 364.44	-	\$ -	-	\$ -	-	\$ -	6	\$ 2,187	6	\$ 2,187	-	\$ -	-	\$ -	4	\$ 1,458	4	\$ 1,458	20	\$ 7,290
Casey Woodley	Senior Safety Advisor	\$ 293.68	-	\$ -	-	\$ -	-	\$ -	8	\$ 2,349	-	\$ -	-	\$ -	-	\$ -	8	\$ 2,349	4	\$ 1,175	20	\$ 5,873
Katy Koenig	Analyst	\$ 194.32	-	\$ -	-	\$ -	20	\$ 3,886	16	\$ 3,109	-	\$ -	-	\$ -	-	\$ -	20	\$ 3,886	36	\$ 6,996	92	\$ 17,877
Anqi Wei	Analyst	\$ 171.81	-	\$ -	-	\$ -	-	\$ -	40	\$ 6,872	40	\$ 6,872	12	\$ 2,062	-	\$ -	-	\$ -	16	\$ 2,749	108	\$ 18,555
Pearl Liu	Analyst	\$ 177.07	-	\$ -	40	\$ 7,083	20	\$ 3,541	-	\$ -	20	\$ 3,541	-	\$ -	-	\$ -	32	\$ 5,666	-	\$ -	112	\$ 19,831
Angela Valenti	Creative Services	\$ 222.86	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	28	\$ 6,240	28	\$ 6,240
Labor Total			92	\$ 26,132	124	\$ 30,284	74	\$ 16,901	106	\$ 25,006	94	\$ 20,358	26	\$ 5,941	4	\$ 1,326	98	\$ 22,894	138	\$ 32,914	756	\$ 181,756
Direct Expenses																						
Travel				\$ -		\$ 3,200		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 3,200
Shipping				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Outside Graphics & Copying				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Teleconferencing				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Other				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Publications				\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -
Total Direct Expenses				\$ -		\$ 3,200		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ -		\$ 3,200
SUBCONTRACTORS:																						
WSP			4	\$ 1,349	8	\$ 3,497	-	\$ -	4	\$ 1,349	-	\$ -	242	\$ 51,852	196	\$ 41,979	-	\$ -	-	\$ -	454	\$ 100,026
Subcontractor 2			-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Subcontractor 3			-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Subcontractor 4			-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Subcontractor 5			-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
Total Subcontractors			4	\$ 1,349	8	\$ 3,497	-	\$ -	4	\$ 1,349	-	\$ -	242	\$ 51,852	196	\$ 41,979	-	\$ -	-	\$ -	454	\$ 100,026
TOTAL PRICE			96	\$ 27,481	132	\$ 36,981	74	\$ 16,901	110	\$ 26,855	94	\$ 20,358	26	\$ 5,793	200	\$ 43,805	98	\$ 22,894	138	\$ 32,914	1,210	\$ 284,982



CITY OF ABERDEEN
Washington
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Request for Council Action

Date Action is Requested: 07/08/2026

Subject: 1st Reading – Amended Vacant Building Program / Property Registration

COMMITTEE:

- Finance Public Works
 Public Safety Special Agenda Item:

TYPE OF ACTION REQUESTED:

- Ordinance No. (Bill #26-13) Resolution No.
 Motion Discussion
 No Action - Information Only Other:

SUMMARY OF REQUEST:

1st reading of the amended vacant building section of the Aberdeen Municipal Code.

POLICY IMPLICATIONS:

- This action is in accordance with current policies and procedures.
 This action would require a new policy ordinance resolution other action from the Council.
 This action requires a revision to policy ordinance resolution other.
 Does not affect current policies and procedures.

FISCAL IMPACT:

None at this time.

BUDGETARY STATUS:

- Funds have already been authorized in this year's budget.
 This is an extra-budget expenditure.
 Funds will be requested for this action, if approved, in next year's budget.
 This action will bring in additional revenue.
 This action has no budgetary implications.
 This action will reduce expenditure.
 Other: **None at this time.**

BACKGROUND/RATIONALE:

The Mayor and City Council are looking for stronger vacant structure codes.



CITY OF ABERDEEN
Washington
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RECOMMENDATION(S):

Approve the amended ordinance

ATTACHMENTS:

- Draft ordinance, with changes underlined and stricken.

Lisa Scott

Community Development Director Name

Community Development Director Signature

Rick Sangder

Public Works Director Name

Public Works Director Signature

Joshua Francy

Committee Chair Name

Committee Chair Signature

This request aligns with the following City Council Values:

Workforce Engagement & Development

Vibrant, Safe & Healthy Community

Economic Development

Infrastructure Investment

Fiscal Responsibility

Communications & Outreach

Bill #26-13

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ABERDEEN, WASHINGTON, REPEALING CHAPTER 15.40 MAINTENANCE OF VACANT BUILDINGS IN THE DOWNTOWN PARKING AND BUSINESS IMPROVEMENT DISTRICT AND AMENDING TITLE 15.10 PROPERTY MAINTENANCE AND RENTAL REGISTRATION AND INSPECTION BY ADDING CHAPTER 15.10.175 VACANT PROPERTY REGISTRATION AND AMENDING CHAPTER 15.10.030 DEFINITIONS AND CHAPTER 15.10.170 GENERALLY.

WHEREAS, the Community Development Director has recommended revisions to the Buildings and Construction Title; and

WHEREAS, the City Council has determined that vacant buildings in Aberdeen impact citizens' use and enjoyment of the area; and

WHEREAS problems may include cleaning up debris, closing the buildings to entry, or even ordering demolition, and

WHEREAS it is not illegal for buildings to be vacant, but responsible people must keep buildings closed to unauthorized entry, and

WHEREAS responsible people must comply with maintenance standards so that vacant buildings are clear of junk and overgrown vegetation, have a maintained exterior, including stairs, porches and yard areas so as not to create a nuisance in our community.

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

SECTION 1. CODE SECTION. The following Aberdeen Municipal Code Chapter 15.40 related to "Maintenance of vacant buildings in the downtown parking and business improvement district" is hereby repealed.

SECTION 2. CODE SECTION. The following Aberdeen Municipal Code Chapter 15.10.030 "Definitions" is hereby amended to add the following definitions:

CHAPTER 15.10.030 – Definitions.

“responsible party” means the owner, owner’s authorized agent, or other person having legal control of the property.

“Vacant property” means any parcel of land, structure, or portion of a structure that is unoccupied for more than sixty (60) consecutive days, regardless of whether it is secured.

SECTION 3. CODE SECTION. The following Aberdeen Municipal Code Chapter

15.10.170 “Generally” is hereby amended:

CHAPTER 15.10.170 – Generally.

B. Vacant Structures and Land. Vacant structures and premises thereof or vacant land must comply with this code and shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or otherwise adversely affect the public health, safety or quality of life.

1. *Appearance.* All vacant structures and premises thereof must appear to be occupied or appear able to be occupied with little or no repairs. When commercial buildings are not occupied for more than thirty (30) days, a responsible person must take steps to maintain a vibrant streetscape and avoid adverse impacts on neighborhood character by applying at least one (1) of the following measures to all ground-floor windows that face sidewalks, streets or public open space:

a. Paint windows with visually appealing scenes depicting or suggesting business or cultural activities and/or

b. Display works of art or provide other displays of cultural or educational value, using background panels or other methods to screen views from the street; and/or

c. Other measures consistent with these examples approved by the director.

2. *Security.* All vacant structures and premises thereof must be secured against outside entry at all times. Security shall be by the normal building amenities such as windows and doors having adequate strength to resist intrusion. All doors and windows must remain locked. There shall be at least one (1) operable door into every structure and into each housing unit. Exterior walls and roofs must remain intact without holes.

a. ~~*Architectural (Cosmetic) Structural Panels.* Architectural structural panels may be used to secure windows, doors and other openings provided they are cut to fit the opening and match the characteristics of the structure. Architectural panels may be of exterior grade finished plywood, medium density overlaid plywood (MDO) that is painted to match the structure’s exterior or covered with a reflective material such as plexiglass or other similar like material.~~

Exception: Untreated plywood or similar structural panels may be used to secure windows, doors and other openings for a maximum period of thirty (30) days. Doors and Windows. If window glass or door glass is broken or missing or doors and locks are not secure, building owners must install plywood on a temporary basis, to secure the structure. Plywood may not remain in place

for more than seventy-two (72) hours or as such extension that may be granted by the Building Official. Building owners are required to replace broken glass with new glass or a hardened polycarbonate covering. Building owners may show proof of purchase for an extension of time, if needed.

b. *Security Fences.* Temporary construction fencing shall not be used as a method to secure a structure from entry.

Exception: Temporary construction fencing may be used for a maximum period of thirty (30) days.

3. *Weather Protection.* The exterior roofing and siding shall be maintained as required in Section [15.10.190](#).

4. *Fire Safety.*

a. *Fire Protection Systems.* All fire suppression and alarm systems shall be maintained in a working condition and inspected as required by the fire department.

b. *Flammable Liquids.* No vacant structure or premises or portion thereof shall be used for the storage of flammable liquids or other materials that constitute a safety or fire hazard.

c. *Combustible Materials.* All debris, combustible materials, litter and garbage shall be removed from vacant structures, their accessory structures and adjoining yard areas. The structure and premises shall be maintained free from such items.

d. *Fire Inspections.* ~~Periodic fire department inspections may be required at intervals set forth by the chief or his designee.~~ Annual fire and life safety inspections will be required.

SECTION 4. CODE SECTION. The following “new” Aberdeen Municipal Code Chapter 15.10.175 “Vacant property registration” is hereby added:

new CHAPTER 15.10.175 – Vacant property registration.

A. Purpose. The purpose of this section is to protect the public health, safety and welfare by establishing a system for registering, monitoring and maintaining vacant properties, ensuring they do not contribute to blight, create nuisances, or become unsafe or hazardous.

B. Registration Required.

1. The responsible party shall register a vacant property with the code official or his/her designee within thirty (30) days of vacancy.

2. Properties containing multiple structures shall register each vacant structure individually.

3. Any property posted unsafe or unfit for human habitation under this chapter shall be subject to registration.

C. Registration Form and Fee. The registration shall be submitted on a form provided by the city and shall include:

1. Legal owner information;

2. Local contact or agent available 24/7;

3. Utility status;
4. Maintenance or rehabilitation plan, if applicable;
5. Proof of liability insurance, if required.
6. Registration fees and renewal fees are established by resolution.

D. Maintenance and Security Requirements. Vacant properties shall comply with:

1. Section 15.10.1 70(B) regarding appearance, security, fire safety, utilities, and structural conditions of vacant structures.
2. Section 15.10.180 regarding exterior property sanitation, weeds, drainage, and prohibited conditions.

Specific requirements include:

- a. Openings shall always remain secured using approved methods (i.e. gated entry's);
 - b. Structures must appear occupied or capable of immediate occupancy;
 - c. Exterior property must be kept clean, safe and sanitary;
 - d. No accumulation of debris, combustible material or rubbish is permitted.
3. Section 15.10.190 regarding the exterior of a structure.
 4. 15.10.200 regarding the interior of a structure.
 5. 15.10.210 regarding component serviceability of a structure and equipment therein.
 6. 15.10.220 regarding handrails and guardrails.
 7. 15.10.230 regarding rubbish and garbage.
 8. 15.10.240 regarding pest elimination.

E. Inspection.

1. Upon registration, the code official may inspect the property to ensure compliance.
2. Additional inspections may occur at reasonable intervals to maintain safety.

F. Plan of Action.

1. The responsible party may submit a rehabilitation, sale, or demolition plan.
2. The code official may approve, conditionally approve, or deny the plan.
3. Approved plans pause enforcement actions if timelines are met.

G. Change of Ownership. Vacant property registration obligations transfer to the new owner. Updated registration must be submitted within thirty (30) days.

H. Failure to Register. Failure to register a vacant property constitutes a violation subject to the enforcement provisions of Section 8.08.030, including penalties, costs, and potential liens.

1. Registration Term. Registration is valid for one year and must be renewed annually until the property is legally occupied, demolished, or removed from the program by the code official.

SECTION 5. PUBLICATION BY SUMMARY. The City Clerk is authorized and directed to publish the attached summary in lieu of this ordinance.

SECTION 6. SEVERABILITY. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or

otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

SECTION 7. CORRECTIONS. The City Clerk and codifiers of the Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, Ordinance numbering, section/subsection numbers and any references thereto.

SECTION 8. EFFECTIVE DATE. This ordinance shall take effect five (5) days after the date of publication in the City’s official newspaper.

PASSED and APPROVED this ____ day of _____, 2026.

Douglas Orr, Mayor

ATTEST:

Katy Williamson, Finance Director



CITY OF ABERDEEN
Washington
Since 1884

Request for Council Action

Date Action is Requested: 07/08/2026
Subject: 3rd Reading - Zoning Code Amendment; Fencing Requirements

COMMITTEE:

- Finance Public Works
 Public Safety Special Agenda Item:

TYPE OF ACTION REQUESTED:

- Ordinance No. Bill# Resolution No.
 Motion Discussion
 No Action - Information Only Other:

SUMMARY OF REQUEST:

Amend the fencing portion of the zoning code to provide some clarity on fencing requirements.

POLICY IMPLICATIONS:

- This action is in accordance with current policies and procedures.
 This action would require a new policy ordinance resolution other action from the Council.
 This action requires a revision to policy ordinance resolution other.
 Does not affect current policies and procedures.

FISCAL IMPACT:

This project has no fiscal impact.

BUDGETARY STATUS:

- Funds have already been authorized in this year's budget.
 This is an extra-budget expenditure.
 Funds will be requested for this action, if approved, in next year's budget.
 This action will bring in additional revenue.
 This action has no budgetary implications.
 This action will reduce expenditure.
 Other:



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BACKGROUND/RATIONALE:

The City Council approved a new zoning code in 2024 and as staff have been working with the new code, we have found some areas that need to be amended, so that the code becomes a bit more user friendly and clearer to those who are using it.

RECOMMENDATION(S):

Approve the amended ordinance.

ATTACHMENTS:

- Draft ordinance, with changes underlined.

Lisa Scott

Community Development Director Name

Community Development Director Signature

Rick Sangder

Public Works Director Name

Public Works Director Signature

Joshua Francy

Committee Chair Name

Committee Chair Signature

This request aligns with the following City Council Values:

Workforce Engagement & Development

Vibrant, Safe & Healthy Community

Economic Development

Infrastructure Investment

Fiscal Responsibility

Communications & Outreach

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF ABERDEEN, WASHINGTON, AMENDING ABERDEEN MUNICIPAL CODE SECTION 17.67.030, RELATED TO FENCES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Community Development Director has recommended revisions to the Zoning Code; and

WHEREAS, there are several inaccuracies in the fencing portion of the zoning code that need to be corrected; and

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

SECTION 1. CODE SECTION. The following Aberdeen Municipal Code Chapter 17.67 related to “Fences and Hedges” is hereby amended to read as follows:

CHAPTER 17.67.030 – Location, Height, and Design.

- A. *Applicability.* All fences, where allowed by this title, shall meet the following standards unless otherwise regulated within this code:
- B. *Location.*
 - 1. Fences shall be wholly contained on an owner’s property or located on a property line when both abutting property owners provide written agreement.
 - 2. Fences shall not be placed in a manner that hinders access to an easement.
 - 3. Fences shall not be permitted on property lines abutting buildings, structures or fences. A minimum 3-foot separation is required when abutting any building, structures or fences.
 - 4. Fences are required to have a minimum 3’ setback from the crest of all stormwater drainage ditches.
- C. *Height.*
 - 1. See Table 17.67.030(C) for maximum fence heights in setbacks (Section ~~17.42.090~~020).

Table 17.67.030(C)(1) Maximum fence heights within setbacks	
Location	Maximum Height
Street <u>front property line</u>	4 ft.*
Side <u>yard property line (Interior Line)</u>	6 ft.
Side <u>yard; street or alley (see vision triangle)</u>	4 ft.*
Rear <u>yard property line</u>	6.ft.

*Additional permits may be required for any deviances from the code. If setbacks are met [AMC 17.42.020(A) (B) (C)] the maximum height is 6'.

2. The maximum fence heights near intersections of public rights-of-way shall be three (3) feet when within ~~twenty~~ fifteen (20 15) feet of a street intersection or ten (10) feet of an intersection involving an alley when the city engineer has determined that no part of the construction endangers life, health or safety. The distance to intersection is measured from the corner of intersecting rights-of-way.
3. No maximum fence height shall apply to nonresidential public playgrounds, public utility installations or other public installations when the city engineer has determined that no part of the construction endangers life, health or safety.
4. Maximum fence heights do not apply in C, or F-I, ~~or W~~ zones after the city engineer has determined that no part of the construction endangers life, health or safety.

(Ord. 6715 §§ 1, 2 (Exh. A), Repealed & Replaced, 11/13/2024)

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

SECTION 3. SEVERABILITY. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

SECTION 4. CORRECTIONS. The City Clerk and codifiers of the Ordinance are authorized to make necessary corrections to this Ordinance including, but not limited to, the correction of scrivener/clerical errors, references, Ordinance numbering, section/subsection numbers and any references thereto.

SECTION 5. EFFECTIVE DATE. This ordinance shall take effect five (5) days after the date of publication in the City's official newspaper.

PASSED and APPROVED this ____ day of _____, 2026.

Douglas Orr, Mayor

ATTEST:

Katy Williamson, Finance Director



Applicant Resolution/Authorization

Organization Name (sponsor) _____

Resolution No. or Document Name _____

Project(s) Number(s), and Name(s) _____

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."
2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	
Project contact (day-to-day administering of the grant and communicating with the RCO)	
RCO Grant Agreement (Agreement)	
Agreement amendments	
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.
4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.
5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.
6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.
7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.
8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.
9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.
10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.
11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If our organization owns the project property]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.
13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–If your organization DOES NOT own the property]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.
14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.
15. This resolution/authorization is deemed to be part of the formal grant application to the Office.
16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date _____

On File at: _____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____ Date: _____

Washington State Attorney General's Office

Approved as to form Bruce Tallen 2/13/2020
Assistant Attorney General Date

You may reproduce the above language in your own format; however, text may not change.