

*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, June 10, 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 May 27, 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. Annual update from Port of Grays Harbor – Kayla Dunlap
- B. Capital Improvement Plan – Nick Bird

### **11. REQUESTS FOR COUNCIL ACTION**

#### **A. Finance**

#### **1. Ordinance**

- a. 1<sup>st</sup> Reading of Ordinance to amend AMC 13.64 Low-Income Senior citizens – Rate Remission to include Low-Income Disabled Citizens. (Bill #26-10)

- b. 1st Reading of Ordinance to enact lift assistance penalties at licensed healthcare facilities & extending utility rate discount programs to include the Ambulance and Emergency Medical Services Utility. (Bill #26-11)

B. Public Safety

1. Reports

- a. Requesting City Council approve the amendment to the current contract for fire suppression services between the City of Aberdeen and the Washington State Department of Corrections.
- b. Requesting City Council approval of the Interlocal Agreement with the City of McCleary for temporary boarding of seized and impounded animals.

C. Public Works

1. Ordinance

- a. 1<sup>st</sup> Reading of Ordinance amending the fencing portion of the Zoning Code. (Bill #26-07)
- b. 1<sup>st</sup> Reading of the Franchise Agreement with Forged Fiber 37, LLC. (Bill #26-12)

2. Resolution

- a. Request recommending City Council approve a resolution adopting the Revised and Extended Six Year Transportation Improvement Plan for the Years 2027 through 2032. (Resolution 2026-23).

D. Special Committee Items

1. Reports

- a. Request recommending City Council authorize the Mayor to sign the contract with History98520.
- b. Request recommending City Council approve the deaccession of the items identified and recommended by the Museum Committee.

12. PUBLIC COMMENT PERIOD

13. GOOD OF THE ORDER

- A. Discussion regarding Willapa Behavioral Health & DOH

14. EXECUTIVE SESSION

- A. RCW 42.30.110(1)(i) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency

15. 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: May 27, 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 Orr.

Roll Call:

Francy, Hodgkin, Hubbard, Moynihan, Nipper, Prato, Rajcich, Shaw, Taylor, Wilson, and Mayor Orr. Noted Councilmember Gakin was attending online. **Motion by Councilmember Hubbard to excuse Council President Swor's absence, seconded by Councilmember Rajcich. Carried by voice vote.**

Flag Salute

**Councilmember Shaw motions to nominate Councilmember Hubbard as Acting Council President, seconded by Councilmember Moynihan. Carried by voice vote.**

Approval of the Agenda

**Motion to approve the agenda by Councilmember Hubbard, seconded by Councilmember Nipper. Carried by voice vote.**

Public Comments

**Public comment period opened. Six comments taken. One written public comment submitted.**

Consent Agenda

**Motion to approve the Consent Agenda including the minutes from May 13, 2026, accounts payable and payroll, check numbers 26468-26475, and 93228-93844 by Councilmember Hubbard, seconded by Councilmember Nipper. Carried by voice vote.**

Mayors Report – Gave a report.

Student Council Representative Report – Justin Jacobs gave a report.

Council Reports – Councilmember Francy gave a report. Councilmember Hodgkin gave a report.

Staff Reports – Director Smith gave a report.

Presentations – Chehalis River Stewardship Project. Caleb Larsen with the Portland Loo.

### **Requests for Council Action**

**Finance:** *Chair Prato, no report given.*

Requesting City Council authorize the transfer of \$13,253.50 from the Water Fund to the Customer Assistance Program Fund by Resolution (2026-22). **Motion by Councilmember Prato, seconded by Councilmember Francy. Discussion. Carried by voice vote. (Resolution #2026-22) Passed.**

Requesting City Council authorize the surplus of the 2007 Ford F150 by Resolution (2026-21). **Motion by Councilmember Prato, seconded by Councilmember Hubbard. Carried by voice vote. (Resolution #2026-21) Passed.**

**Public Safety:** *Chair Hubbard gave a report.*

Requesting City Council authorize the approval of a maintenance agreement with Stryker Medical Equipment for the Aberdeen Fire Department's inventory of medical equipment. **Motion by Councilmember Hubbard, seconded by Councilmember Nipper. Carried by voice vote.**

Requesting City Council authorize the approval of recommended expenditures of Opioid Abatement Council funds for 2026. **Motion by Councilmember Hubbard, seconded by Councilmember Nipper. Carried by voice vote.**

**Public Works:** *Chair Francy, gave a report.*

Requesting City Council to conduct a Public Hearing to receive testimony on the revised and extended Six Year Transportation Improvement Plan for year 2027 through 2032. **Motion by Councilmember Francy to open a Public Hearing at 7:20 p.m.; Seconded by Councilmember Hubbard. Carried by voice vote. Motion to close public hearing by Councilmember Moynihan at 7:21 p.m.; seconded by Councilmember Nipper. Carried by voice vote.**

**Special Agenda Items:** *Councilmember Hubbard – acting as Council President, no report given.*

Requesting City Council review the attached quote from Portland Loo. The representative Caleb Larson is available to answer any questions you may have.

A proclamation recognizing and celebrating the month of June 2026 as "Student Recognition Month". **Motion by Councilmember Hubbard, seconded by Councilmember Nipper. Carried by voice vote.**

Requesting City Council approve the resolution for the appointment of Glen Ramisky and Lindzie Theurer to the Ethics Committee. **Motion by Councilmember Hubbard, seconded by Councilmember Francy. Discussion. Carried by voice vote. (Resolution #2026-20) Passed.**

**Public comment period opened. Four comments taken.**

Good of the Order – **Councilmember Francy called for a moment of silence for Aiden Bevins. Motion by Councilmember Hubbard to keep the Student Representatives on council through the summer, seconded by Councilmember Moynihan. Carried by voice vote. Motion by Councilmember Francy to move forward with an estimate for the Portland Loo, seconded by Councilmember Hodgkin. Discussion. Carried by roll call vote. 11/0.**

**Motion to adjourn by Councilmember Francy, seconded by Councilmember Nipper. Carried by voice vote.**

**The meeting is adjourned at 8:07 p.m.**

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Katy Williamsen, FINANCE DIRECTOR

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Douglas Orr, MAYOR



CITY OF ABERDEEN  
Washington  
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## Request for Council Action

Date Action is Requested: June 10, 2026

Subject: **1<sup>st</sup> Reading of Ordinance to amend AMC 13.64 Low-Income Senior Citizens – Rate Remission to include Low-Income Disabled Citizens (Bill #26-10).**

### COMMITTEE:

- Finance  Public Works  
 Public Safety  Special Agenda Item

### TYPE OF ACTION REQUESTED:

- Ordinance  Resolution  
 Motion  Discussion  
 No Action - Information Only  Other

### SUMMARY OF REQUEST:

Amend AMC 13.64 to include Low-Income Disabled Citizens for rate remission.

### 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 action will allow qualifying Low-Income Disabled Citizens to receive a 20% discount on their utility bill.

### 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: This will reduce revenue to Utility Funds & the General Fund

**BACKGROUND/RATIONALE:**

This action will amend AMC 13.64 Low-Income Senior Citizens – Rate Remission to include Low-Income Disabled Citizens. This will allow qualifying Low-Income Disabled Citizens to receive a 20% discount on their utility bill. To qualify, Low-Income Disabled Citizens will need to provide proof of income and they must fall within 200% of the poverty guidelines and must be classified as disabled by the Social Security Administration.

Household Size	200% poverty guideline (Monthly Income)	200% poverty guideline (Annual Income)
1	\$2,608	\$31,300
2	\$3,525	\$42,300
3	\$4,442	\$53,300
4	\$5,358	\$64,300
5	\$6,275	\$75,300
6	\$7,192	\$86,300
7	\$8,108	\$97,300
8	\$9,025	\$108,300

City staff estimates that we will have an increase of roughly 500 customers that will qualify for the 20% discount due to this amendment, this increase will lead to a 1.45% reduction in Utility revenue for enterprise funds and a 1.09% decrease in revenue to the general fund due to a reduction in associated Utility Tax. We currently have 174 customers that qualify for the Low-Income Senior Discount.

**RECOMMENDATION(S):**

Approve the Ordinance amending AMC 13.64 to include Low-Income Disabled Citizens for Rate Remission.

**REVIEWED BY LEGAL:**       YES       NO       NOT REQUIRED

**ATTACHMENTS:**

- Ordinance
- Disability Discount Rate Analysis

Katy Williamsen, Finance Director  
\_\_\_\_\_  
Staff Name

Scott Prato  
\_\_\_\_\_  
Committee Chair Name

\_\_\_\_\_  
Staff Signature

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

**This request aligns with the following City Council Values:**

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

BILL # 26-10

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF ABERDEEN, WASHINGTON AMENDING ABERDEEN MUNICIPAL CODE CHAPTER 13.64; ESTABLISHING A NEW CODE DEFINITION SECTION 13.64.015; PROVIDING FOR UTILITY RATE DISCOUNTS FOR LOW-INCOME DISABLED CITIZENS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Aberdeen (“City”) provides water and sewer utility services, and

**WHEREAS**, RCW 74.38.070 authorizes the city to provide utility services at reduced rates for “low-income senior citizens” or “other low-income citizens” provided the terms are defined; and

**WHEREAS**, currently chapter 13.64 provides for a utility rate discount for “low-income senior citizens”, and the City Council finds that it is in the best interest of the City to also provide the discount for “low-income disabled citizens”; and

**WHEREAS**, the terms “low-income senior citizen” and “low-income disabled citizen” are not currently clearly defined under the City code; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to establish a clear definition of the terms consistent with RCW 74.38.070;

**NOW THEREFORE**, be it ordained by the Mayor and City Council of the City of Aberdeen:

**SECTION 1. ABERDEEN MUNICIPAL CODE (“AMC”) CHAPTER 13.64, AMENDED.** Aberdeen Municipal code chapter 13.64 is amended in accordance with Exhibit A.

**SECTION 2. SEVERABILITY.** Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

**SECTION 3. 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 4. PUBLICATION BY SUMMARY.** In lieu of publication of this Ordinance in its entirety, the attached summary of this Ordinance shall be published in the official newspaper

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ABERDEEN, WASHINGTON, AT A \_\_\_\_\_ MEETING THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**CITY OF ABERDEEN:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Douglas Orr, Mayor**

\_\_\_\_\_  
**Alexandra Kenyon, Corporation Counsel**

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**Katy Williamsen, Finance Director**

Bill 26-\_\_\_\_\_

SUMMARY FOR PUBLICATION  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF ABERDEEN, WASHINGTON AMENDING ABERDEEN MUNICIPAL CODE CHAPTER 13.64; ESTABLISHING A NEW CODE DEFINITION SECTION; PROVIDING FOR UTILITY RATE DISCOUNTS FOR LOW-INCOME DISABLED CITIZENS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**Section 1: AMC chapter 13.64, Amended.** Amending AMC 13.64 to create utility rate discount for low-income disabled citizens and establishing a new code section 13.64.015 to define “low-income senior citizens”, “low-income disabled citizen”, and “utility customer”.

**Section 2: Severability.** Severing any portion declared unconstitutional or invalid, while retaining remaining portions.

**Section 3: Corrections.** Authorizing City Clerk and codifiers of the Ordinance 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 4: Authorizing Publication by Summary.** Authorizing publication of this summary in lieu of entirety.

**Section 5: Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED:** \_\_\_\_\_ day of \_\_\_\_\_, 2026

Signed: /s/ Douglas Orr, Mayor

Attest: /s/ Katy Williamsen, Finance Director

## Low-income disability rate revenue impact analysis calculations

Utility	Monthly rate	Additional Customers on discount	Total Revenue per month (for customers on discount)	20% Discount on revenue	12 month Discount total	2026 Budgeted Operational Revenue	% of Reduction in Revenue
Sewer	77.12	500	38,560.00	7,712.00	92,544.00	6,400,000.00	1.45%
Water	41.54	500	20,770.00	4,154.00	49,848.00	5,150,000.00	0.97%
EMS	67.54	675	45,589.50	9,117.90	109,414.80	5,907,428.57	1.85%
			104,919.50	20,983.90	251,806.80	17,457,428.57	1.44%

Utility Tax reduction	2026 Budgeted Utility Tax Revenue	% of Reduction in Revenue to the GF
13,527.24	1,235,900.00	1.09%



CITY OF ABERDEEN  
Washington  
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## Request for Council Action

Date Action is Requested: June 10, 2026  
Subject: 1<sup>st</sup> Reading - Lift assistance penalties at licensed healthcare facilities & extending utility rate discount programs to the Ambulance and Emergency Medical Services Utility. (Bill#26-11)

### COMMITTEE:

- Finance  Public Works  
 Public Safety  Special Agenda Item

### TYPE OF ACTION REQUESTED:

- Ordinance No. Bill# 26-11  Resolution No.  
 Motion  Discussion  
 No Action - Information Only  Other:

### SUMMARY OF REQUEST:

An ordinance requesting an amendment to AMC 13.80 that enacts penalties for licensed healthcare facilities that utilize Aberdeen EMS for non-emergent patient lift assistance and to extend utility rate discount programs to the Ambulance and Emergency Medical Services utility.

### 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:

Lift assistance penalties: \$1,000.00 in revenue per occurrence.  
Utility rate discount program: Estimated 1.85% (\$45,000.00) decrease in EMS availability fee revenues.

### 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. (potentially)  
 This action will require city staff time and/or labor.  
 This action has no budgetary implications.

This action will reduce expenditures.

Other: EMS revenue will decrease based on the number of rate payers who are eligible for the discount program.

**BACKGROUND/RATIONALE:**

Lift Assistance Penalty Program

This ordinance amends Chapter 13.80 of the Aberdeen Municipal Code by creating a new section authorizing the Fire Department to issue penalties to licensed care facilities that request Fire Department resources for non-emergent lift assists. Licensed care facilities are required by state law to have their own resources to be able lift and move their patients through their normal care in the facility. Occasionally licensed care facilities have been called 911 requesting Fire Department staff respond to their facilities to provide personnel to move patients instead of the facility having the appropriate staff or tools to do it themselves.

When on this type of call, crews are unavailable to respond to emergency calls. This can create a scenario where the emergency callers could be waiting for a response from resources farther away which potentially delays the response.

The ordinance holds care facilities financially responsible when requesting lift assistance in situations where no medical emergency exists and where staff, with appropriate training and equipment, should be able to manage the lift safely. The goal of the ordinance is to encourage licensed care facilities to staff appropriately and provide property training and equipment for their staff.

The proposed ordinance would allow the department to fine the facilities \$1,000 per incident. The City of Tacoma and Bellingham, among others, have instituted a similar ordinance.

Discount Program

At the direction of the Aberdeen City Council, based on the redocumentation for the Utility Rate Advisory Committee, this ordinance amends Chapter 13.80 of the Aberdeen Municipal Code to ensure that utility rate discount programs available to the City's traditional utility rate payers are extended to the Ambulance and Emergency Medical Services Utility.

It is estimated that approximately 675 utility customers may be eligible for this discount program. This will result in an approximate 1.85%, or \$45,000.00 reduction in the ambulance utility revenues.

**RECOMMENDATION(S):**

It is recommended that the City Council approve this ordinance.

**REVIEWED BY LEGAL:**       YES       NO       NOT REQUIRED

**ATTACHMENTS:**

- Aberdeen Lift Assistance and Rate Discount Ordinance

Dave Golidng, Fire Chief

Staff Name



Staff Signature

Scott Prato, Finance Committee Chair

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  
ADOPTING ABERDEEN MUNICIPAL CODE SECTION 13.80.160 TO  
ESTABLISH PENALTIES FOR MISUSE OF THE 911 DISPATCH  
SYSTEM TO OBTAIN NON-EMERGENT LIFT ASSISTANCE BY  
LICENSED HEALTHCARE FACILITIES; AMENDING ABERDEEN  
MUNICIPAL CODE CHAPTER 13.80 SECTION 13.80.090 EXTENDING  
UTILITY RATE DISCOUNT PROGRAMS TO THE AMBULANCE AND  
EMERGENCY MEDICAL SERVICES UTILITY; PROVIDING FOR  
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Aberdeen Fire Department (“AFD”) has been dispatched via 911 to licensed care facilities within the City for the purpose of lifting residents who have no apparent injuries or emergent medical needs, despite such facilities being required by state law to have sufficient equipment and trained staff on duty at all times to respond to resident needs, and which laws implicitly require such facilities to perform non-emergency lifts without calling 911; and

**WHEREAS**, with ever-increasing 911 call volumes, it has become increasingly important to discourage private businesses from relying on public-emergency resources for non-emergent work; and

**WHEREAS**, when AFD personnel are at a facility performing a non-emergent lift assist, AFD personnel are not available for a true emergency, requiring the department to dispatch a unit that may be further away, thereby delaying assistance to a fire or life-threatening medical situation; and

**WHEREAS**, the City Council finds that it is in the best interest of the City and its residents to deter misuse of the 911 dispatch system by establishing monetary penalties to be assessed against licensed care facilities each time a facility causes AFD personnel to be dispatched for non-emergent lift assists; and

**WHEREAS**, the penalties established in this Ordinance only apply to licensed care facilities as defined herein; and

**WHEREAS**, the City offers discounts to residents with other utilities as established in Aberdeen Municipal Code Chapter (“AMC”) 13.64; and

**WHEREAS**, the City Council finds that it is in the best interest for the City to extend utility discount programs to its residents for the Ambulance and Emergency Medical Services Utility detailed in Aberdeen Municipal Code Chapter 13.80.

**NOW THEREFORE**, be it ordained by the Mayor and City council of the City of Aberdeen:

**SECTION 1. AMC Section 13.80.160, Adopted.** Aberdeen Municipal code section 13.80.160 is adopted as follows:

13.80.160 Penalty for non-emergency lift assistance at licensed care facilities.

A. *Purpose.* The purpose of this section is to discourage misuse of the 911 emergency system to dispatch personnel of the Aberdeen Fire Department or its partners for non-emergent lift assistance at licensed care facilities.

B. *Definitions.* For the purpose of this section, the following terms and phrases are defined as follows:

“Licensed care facility” means a licensed “nursing home” as defined in RCW 18.51.010, “assisted living facility” as defined in RCW 18.20.020, or “adult family home” as defined in RCW 70.128.010.

“Lift assist” means a response by an Aberdeen Fire Department emergency response unit, or the unit of another public safety department providing automatic or mutual aid to the City, to a licensed care facility for the purpose of lifting a resident.

“Non-emergent/non-emergency” means a determination, based upon an assessment by the commanding officer of the emergency response unit, that there is not an emergent medical condition or medical necessity justifying the presence of the emergency unit at the facility

C. *Determination of Non-Emergent Lift Assist.* Based upon the assessment undertaken by the commanding officer of an emergency response unit dispatched to a licensed care facility and their determination that no emergent medical condition or emergent medical necessity exists, but the staff of the facility desires that emergency response personnel complete a lift assist of a fallen patient, the officer shall declare the incident a non-emergent lift assist in their incident report.

D. *Assessment of Penalty.* The Fire Chief, or designee, shall be authorized to issue a penalty charge for each incident determined to be a non-emergency lift assist at licensed care facilities in the amount of \$1,000 per occurrence.

- E. *Administrative Decision.* Notice of the imposition of penalty charges under the provisions of this section shall be sent to the owner or management of the licensed care facility where the incident occurred; provided that, with respect to business premises, the owner, manager, or chief administrative agent regularly assigned and employed on the premises at the time of the occurrence shall be presumed to be the appropriate person to receive the notice, unless the City is notified otherwise.
- F. *Waiver of Imposition of Penalty.* In the event the Fire Chief, or designee, determines the City's assessment or determination was in error or there were other mitigating facts which the commanding officer did not possess at the time of the incident, the Fire Chief, or designee, may waive imposition of the applicable penalty(ies).
- G. *Appeal from Administrative Decision.* Any party subject to a penalty under the provisions of this section shall have a right of appeal to the Fire Chief, or designee. A notice of appeal must be submitted in writing no later than ten business days after issuance of the notice of the penalty and must be directed to the Fire Chief, at the address listed on the notice of penalty. The written appeal should include the penalty reference number and the party's reasoning why the determination of notice of non-emergency lift assist should be reconsidered. Within 30 days of receipt of a written appeal, the Fire Chief shall complete an impartial review of the appeal which will be reported to the appellant in writing. Unless a notice of appeal is properly filed in accordance with this section within ten business days of the issuance of notice of penalty, said penalty is deemed final.

**SECTION 2. AMC Chapter 13.80, Section 13.80.90, subsection C.3, Amended.** Aberdeen Municipal Code Chapter 13.80, Section 13.80.090, subsection C.3 is amended as follows:

*C. Service fee exemptions – reductions.*

3. Ambulance and Emergency Medical Services. Utility customers shall be eligible for ~~the city's Low Income Senior Citizens Discount utility rate discount programs~~ pursuant to chapter 13.64 AMC to the same extent as water and sewer utility customers.

**SECTION 3. SEVERABILITY.** Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

**SECTION 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. PUBLICATION BY SUMMARY.** In lieu of publication of this Ordinance in its entirety, the attached summary of this Ordinance shall be published in the official newspaper

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ABERDEEN, WASHINGTON, AT A \_\_\_\_\_ MEETING THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**CITY OF ABERDEEN:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Douglas Orr, Mayor**

\_\_\_\_\_  
**Alexandra Kenyon, Corporation Counsel**

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**Katy Williamsen, Finance Director**

Bill 26-\_\_\_\_\_

SUMMARY FOR PUBLICATION  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF ABERDEEN, WASHINGTON ADOPTING ABERDEEN MUNICIPAL CODE SECTION 13.80.160 TO ESTABLISH PENALTIES FOR MISUSE OF THE 911 DISPATCH SYSTEM TO OBTAIN NON-EMERGENT LIFT ASSISTANCE BY LICENSED HEALTHCARE FACILITIES; AMENDING ABERDEEN MUNICIPAL CODE CHAPTER 13.80 SECTION 13.80.090 EXTENDING UTILITY RATE DISCOUNT PROGRAMS TO THE AMBULANCE AND EMERGENCY MEDICAL SERVICES UTILITY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**Section 1: AMC section 13.80.160, Adopted.** Adopting AMC 13.80.160 to create penalties for the misuse of 911 for non-emergent lift assistance by licensed care facilities.

**Section 2: AMC Chapter 13.80, Section 13.80.90, Subsection C.3. Amended.** Amending AMC Chapter 13.80, Section 13.80.090 Subsection C.3. to extend utility rate discounts identified in AMC 13.64 to the Ambulance and Emergency Medical Services Utility.

**Section 3: Severability.** Severing any portion declared unconstitutional or invalid, while retaining remaining portions.

**Section 4: Corrections.** Authorizing City Clerk and codifiers of the Ordinance 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: Authorizing Publication by Summary.** Authorizing publication of this summary in lieu of entirety.

**Section 6: Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED:** \_\_\_\_\_ day of \_\_\_\_\_, 2026

Signed: /s/ Douglas Orr, Mayor

Attest: /s/ Katy Williamsen, Finance Director



CITY OF ABERDEEN  
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## Request for Council Action

Date Action is Requested: June 10, 2026  
Subject: **Stafford Creek Correctional Center: Fire Coverage 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 from Public Safety and the Fire Chief that the City Council approve the contract extension for fire suppression services between the State of Washington Department of Corrections/Stafford Creek Corrections Center and the City of Aberdeen

### 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:

Revenue of \$91,472.16 in year one of the agreement. Years 2 and 3 of this agreement contain cost of living adjustments.

### 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: This action will continue current revenue.

**BACKGROUND/RATIONALE:**

The City of Aberdeen has historically provided fire suppression services to the Stafford Creek Correction Center. The proposed contract amendment extends this practice for an additional 3 years. For the service provided to Stafford Creek, the City will receive the following amounts:

Year 1, July 1, 2023 – June 30, 2024

\$91,472.16, an increase of 2.5% over current the current contract rate

Year 2, July 1, 2024 – June 30, 2025

Increase of 75% of CPI, maximum of 3%

Year 3, July 1, 2025 – June 30, 2026

Increase of 75% of CPI, maximum of 3%

**RECOMMENDATION(S):**

It is recommended that the Aberdeen City Council approve the amendment to the current contract for fire suppression services between the City of Aberdeen and the Washington State Department of Corrections.

**REVIEWED BY LEGAL:**       YES       NO       NOT REQUIRED

*Contract extension with rate changes only*

**ATTACHMENTS:**

- State of Washington Department of Corrections Contract K8629, Amendment 5.

Dave Golding, Fire Chief

Staff Name



Staff Signature

Carrie Hubbard

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 checked="" type="checkbox"/> Fiscal Responsibility   | <input type="checkbox"/> Communications & Outreach                    |



**Washington State  
Department of Corrections**

**Contract No. K8629  
Amendment No. 5**

This Amendment is made by Washington State Department of Corrections, hereinafter referred to as "Department," and the City of Aberdeen, hereinafter referred to as the "City," for the purpose of amending the above-referenced Contract, heretofore entered into between Department and the City. The Contract and all prior amendments, if any, are incorporated into this amendment by reference thereto.

**WHEREAS**, the purpose of this Amendment is to extend the period of performance and amend the payment provision.

**NOW THEREFORE**, in consideration of the terms and conditions contained herein, or attached and incorporated and made a part hereof, Department and the City agree as follows:

- 1. PERIOD OF PERFORMANCE**, is amended, in part, as follows:

Subject to its other provisions, the period of performance of this Agreement shall commence on July 1, 2010 and be completed on June 30, 2028 (~~2026~~), unless terminated sooner as provided herein. [ . . . ]

- 2. The following is added to the end of the PAYMENT section:**

The cost of accomplishing the work set forth in this Agreement for the period beginning July 01, 2026, and ending June 30, 2027, is \$ 91,472.16. This rate is determined by adding a flat 2.5% Cost of Living increase to the Fiscal Year 2026 rate of \$89,241.13.

The cost of accomplishing the work set forth in this Agreement for the period beginning July 01, 2027, and ending June 30, 2028, and the period beginning July 01, 2028, and ending June 30, 2029, shall be adjusted by seventy-five percent (75%) of the June Seattle/Tacoma/Bellevue Consumer Price Index – Urban (CPI-U) over the annual cost of the previous period. The cost of these periods are described in the following formula:

$$\text{Total Cost of Previous Year} + (\text{Total Cost of Previous Year} \times [0.75 \times \text{Seattle/Tacoma/Bellevue CPI-U}])$$

For example, if the CPI-U is 2.0%, then the total cost of services under this Agreement for the term beginning July 01, 2027, and ending June 30, 2028, is determined as follows:

$$\underline{\$91,472.16 + (\$91,472.16 [0.75 \times 0.02]) = \$92,844.24}$$

In any given year, costs may not increase or decrease by more than three percent (3%) of the total cost of the previous year.

Additions to this text are shown by underline and deletions by (~~strikeout~~). All other terms and conditions remain in full force and effect. The effective date of this Amendment is **July 01, 2026**.

**THIS AMENDMENT**, consisting of two (2) pages, is executed by the persons signing below who warrant that they have the authority to execute the Contract.

**CITY OF ABERDEEN**

\_\_\_\_\_  
(Signature)

**Dave Golding**

\_\_\_\_\_  
(Printed Name)

**Fire Chief**

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**WASHINGTON STATE  
DEPARTMENT OF CORRECTIONS**

\_\_\_\_\_  
(Signature)

**Daryl Huntsinger**

\_\_\_\_\_  
(Printed Name)

**Contracts Administrator**

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Approved as to Form: This amendment format was approved by the Office of the Attorney General.  
Approval on file.



CITY OF ABERDEEN  
Washington  
Since 1884

## Request for Council Action

Date Action is Requested: June 10, 2026  
Subject: **Interlocal Agreement with the City of McCleary for Animal Control Shelter Boarding Services**

### 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: The City of McCleary is requesting an interlocal agreement with the City of Aberdeen to utilize our animal control shelter for boarding of impounded and seized animals. The City of McCleary does not have a boarding facility.**

### 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: The City of McCleary will pay for these services based on the fee payment schedule included in the agreement. We are anticipating less than ten animals a year will be impounded by the City of McCleary.**

### 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 CITY OF MCCLEARY DOES NOT HAVE AN ANIMAL CONTROL FACILITY. THERE ARE A FEW OCCASIONS A YEAR WHEN A WESPORT POLICE OFFICER NEEDS TO IMPOUND A DOG OR A CAT. THE CITY OF MCCLEARY IS REQUESTING TO UTILIZE OUR ANIMAL CONTROL FACILITY TO BOARD AND CARE FOR THOSE ANIMALS. THE ATTACHED INTERLOCAL AGREEMENT SETS A FEE SCHEDULE, CONSISTENT WITH OTHER SHELTER FEES, TO ALLOW FOR THE BOARDING OF THE ANIMALS. ALL COSTS BORN OF THE CARE OF THE ANIMALS SHALL BE PAID BY THE CITY OF MCCLEARY, TO INCLUDE ANY VETERINARY CARE. IT IS ESTIMATED THIS WOULD BE UTILIZED LESS THAN TEN TIMES PER YEAR.**

**RECOMMENDATION(S): IT IS THE RECOMMENDATION OF THE PUBLIC SAFETY COMMITTEE THAT THE ABERDEEN CITY COUNCIL APPROVE THE INTERLOCAL AGREEMENT WITH THE CITY OF MCCLEARY FOR THE TEMPORARY BOARDING OF SEIZED AND IMPOUNDED ANIMALS.**

**REVIEWED BY LEGAL:**       YES       NO       NOT REQUIRED

**ATTACHMENTS:**

- Proposed Interlocal Agreement between the City of McCleary and the city of Aberdeen.

Dale Green

Staff Name

Committee Chair Name

Staff Signature

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 checked="" type="checkbox"/> Fiscal Responsibility   | <input checked="" type="checkbox"/> Communications & Outreach         |

# INTERLOCAL AGREEMENT FOR THE PROVISION OF ANIMAL CONTROL BOARDING SERVICES BETWEEN THE CITY OF ABERDEEN AND THE CITY OF MCCLEARY

## TERMS AND CONDITIONS

### I. PURPOSE AND BACKGROUND

A. This Interlocal Agreement is entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between the City of Aberdeen, a first-class city and political subdivision of the State of Washington, and the City of MCCLEARY, a municipal corporation and non-charter code city in the State of Washington.

B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement (hereinafter referred to as the "Agreement") is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Financing/Billing). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

C. **The City of Aberdeen** (hereinafter referred to as "ABERDEEN") maintains boarding facilities for the care of domestic animals that have been impounded (hereinafter referred to as the "Shelter").

D. **The City of MCCLEARY** (hereinafter referred to as "MCCLEARY") does not maintain its own boarding facilities for impounded animals and wishes to utilize the Shelter for the care and maintenance of domestic animals that have been impounded by MCCLEARY, as described herein.

E. The purpose of this Agreement is to establish the terms and conditions under which MCCLEARY can request that a healthy potentially dangerous/aggressive domestic dog it has lawfully impounded be kept and maintained at the Shelter, and the terms and conditions under which ABERDEEN will agree to accept and maintain such animals.

F. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

G. For purposes of this agreement the word "animal" shall mean a healthy, potentially dangerous/aggressive, domestic dog.

## II. DURATION OF AGREEMENT

The initial term of this Agreement is for the period from MAY, 13 2026 through December 31, 2029. This Agreement may be extended for one or more additional terms as described in Article XV.

## III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement for any reason by notifying the other party in writing 90 days prior to termination; provided, however, that ABERDEEN reserves the right to refuse acceptance of animals from MCCLEARY and immediately terminate boarding services at the Shelter at any time in the event of acts of God, governmental actions, or other conditions beyond the control of ABERDEEN that make the continued operation of the Shelter impossible or impracticable. MCCLEARY agrees to reimburse ABERDEEN for the cost of budgeted allowable activity/services provided through the date of termination of the Agreement, to the extent MCCLEARY is financially responsible for any such activities or services.

## IV. ABERDEEN AGREES TO:

A. Services. ABERDEEN shall provide boarding facilities for impounded healthy domestic, potentially dangerous/aggressive dogs for MCCLEARY, including regular feeding, and humane shelter services, not to include animals that have obvious/suspected injury/ailment which should be taken to a veterinarian.

B. Disposition of Impounded Animals. ABERDEEN shall hold animals impounded by MCCLEARY for 96-hours unless the animal is redeemed, or a longer hold is requested by MCCLEARY. ABERDEEN will release animals to their lawful owner/guardian upon presentation of a receipt issued by MCCLEARY authorizing redemption of the animal. If the animal is not redeemed, and MCCLEARY has not requested an extended hold, MCCLEARY will be notified to retrieve the animal for disposition. If MCCLEARY fails to retrieve the animal from the shelter within 24 hours of being contacted, MCCLEARY will incur a \$50 per day late retrieval penalty in addition to daily boarding fees until the animal is retrieved. If the animal is not retrieved after three contacts (one per day for at minimum three-days) by ABERDEEN, MCCLEARY will be billed for all stated fees, including any fees associated with the disposition of the animal and this contract will be considered void.

C. Shelter Operations. ABERDEEN will provide boarding services in accordance with its current policies and procedures, and ABERDEEN shall be solely responsible for all operational decisions regarding the Shelter. Boarding services shall not include handling upon initial delivery of impounded animals, transportation, or veterinarian services, except as otherwise provided herein. ABERDEEN reserves the right to refuse to accept any animal from MCCLEARY if ABERDEEN reasonably believes that acceptance of such animal would impair Shelter services or operations in any manner.

**V. MCCLEARY AGREES TO:**

A. Use of Shelter. MCCLEARY shall be provided access to the Shelter 24 hours per day, 7 days a week, through contacting the ABERDEEN Officer in Charge (“OIC”) and shall promptly notify ABERDEEN when it requests placement of animals in the Shelter. Removal of any animal(s) MCCLEARY has placed in the Shelter shall only be conducted during hours when the ABERDEEN Animal Control Officer and/or their designee is on-duty. MCCLEARY may house a maximum of two (2) animals at any given time in the facility.

B. Veterinary Care. MCCLEARY agrees and understands that ABERDEEN will not accept any sick or injured animal. If an animal impounded by MCCLEARY becomes sick or injured, MCCLEARY shall be responsible for obtaining any necessary veterinary care for the animal, including transportation of the animal to a veterinarian. If after notice MCCLEARY fails to obtain veterinary care in the requested timeframe provided by ABERDEEN and ABERDEEN obtains such care, MCCLEARY shall reimburse ABERDEEN for all costs incurred, including transportation and handling.

C. Aggressive Animals. MCCLEARY law enforcement officers shall issue any required impound notices or citations under MCCLEARY City Ordinances. MCCLEARY shall impound and deliver the potentially dangerous/aggressive animal to ABERDEEN’s facility to be held pending any adjudication (if applicable) by MCCLEARY.

**VI. COMPENSATION**

Fees. The following fees are in effect:

<b>Impound Fee</b>	\$25.00 per animal
<b>Boarding Fee</b>	\$40.00 per day for potentially dangerous/aggressive animal impounds and \$20.00 per day for all other animals
<b>Late Retrieval Fee</b>	\$50 per day (in addition to above fees)
<b>Euthanasia Fee</b>	Not applicable – McCleary’s Responsibility to arrange
<b>Disposal Fee</b>	Not applicable – McCleary’s Responsibility to arrange
<b>Staff Time Fee</b>	\$60.00 per day if ABERDEEN staff have to make any calls, transports, facilitate vet visits, etc. for another agency’s impound.

**VII. FINANCING/BILLING**

No budget or joint funding instrument shall be created pursuant to this Agreement. ABERDEEN will provide monthly invoices of all charges incurred to MCCLEARY. The invoices shall be paid within 30 days of receipt by MCCLEARY. ABERDEEN reserves the right to increase the fees established in Section VI at any time during the term of this Agreement, with 30 days prior notice to MCCLEARY before such increases take effect.

**VIII. AGREEMENT ADMINISTRATION, COMMUNICATIONS AND RECORDS**

A. ABERDEEN and MCCLEARY shall each designate a Contract Manager to administer this Agreement. Contract Managers shall monitor service levels and budget provisions of this Agreement. During the term of this Agreement, the respective Contract Managers will communicate as needed via telephone, e-mail or in person to relay information, answer questions, or to raise concerns related to the goals and objectives of this Agreement.

B. The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of either/both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials, so authorized by law. All books, records, documents and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine these materials during this period.

C. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

#### **IX. DISPUTE RESOLUTION**

In the event of a dispute between ABERDEEN and MCCLEARY regarding services at the Shelter, including the operation thereof, or charges due under this Agreement, which cannot be resolved by their respective designated Contract Managers, ABERDEEN and MCCLEARY, or their designated representatives, shall review such dispute and options for informal resolution. If no decision is reached through this dispute resolution procedure, the parties may commence legal proceedings pursuant to Section XVIII.

#### **X. NO EMPLOYMENT RELATIONSHIP**

Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between ABERDEEN and MCCLEARY or between any of ABERDEEN's or MCCLEARY employees. ABERDEEN shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by ABERDEEN pursuant to this Agreement. Nothing in this Agreement shall make any employee of ABERDEEN an employee of MCCLEARY or any employee of MCCLEARY an employee of ABERDEEN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

## **XI. INDEMNIFICATION**

MCCLEARY agrees to indemnify and hold harmless ABERDEEN and all its officers, agents, employees, or otherwise, from any and all liability, loss or damages to any and all persons and property, costs or judgments against ABERDEEN which result from, arise out of, or are in any way connected with the services to be performed by or for MCCLEARY under this Agreement, including the destruction of an animal impounded by MCCLEARY where MCCLEARY has failed to provide notice to ABERDEEN that the animal was redeemed prior to destruction, and the failure to provide necessary veterinary care for animals impounded by MCCLEARY where MCCLEARY has been notified that such care is required. This indemnification does not apply to liability arising from the sole negligence of ABERDEEN or its representatives. MCCLEARY specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that MCCLEARY shall provide the broadest scope of indemnity permitted by RCW 4.24.115.

## **XII. NO THIRD-PARTY BENEFICIARY**

ABERDEEN does not intend by this Agreement to assume any contractual obligations to anyone other than MCCLEARY. MCCLEARY does not intend by this Agreement to assume any contractual obligations to anyone other than ABERDEEN. ABERDEEN and MCCLEARY do not intend that there be any third-party beneficiary to this Agreement.

## **XIII. WAIVER**

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

## **XIV. AMENDMENT**

The provisions of this Agreement may be amended with the mutual consent of the parties hereto, except for the term limitations contained in Section XV. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized contractual agents of both parties.

## **XV. EXTENSION**

ABERDEEN and MCCLEARY may extend the term of this Agreement for up to two additional five-year terms, on the same terms and conditions as contained herein, by mutual written agreement executed no less than 30 days prior to the end of the then-

existing term. In no event may this Agreement be extended past December 31, 2039.

**XVI. RATIFICATION**

Any acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

**XVII. DOCUMENT RATIFICATION AND CHAPTER 39.34 RCW COMPLIANCE**

By signing this Agreement below, each party represents and warrants to the other party that it has the authority to enter into this Agreement in accordance with Chapter 39.34 RCW, and that it has obtained such approval as may be required from its local legislative body. Executed copies of this Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same Agreement.

**XVIII. GOVERNING LAW, ATTORNEYS' FEES**

This Agreement is controlled by, and shall be interpreted and enforced in accordance with, the laws of the State of Washington, and venue shall lie in Grays Harbor County Superior Court. In the event that either party must initiate legal proceedings to enforce the terms of, or adjudicate any issues relating to, this Agreement, the prevailing party in such proceeding shall be entitled to an award of costs and fees, including reasonable attorneys' fees.

Dated: \_\_\_\_\_

**CITY OF ABERDEEN**

**CITY OF MCCLEARY**

\_\_\_\_\_  
Mayor

*X B - W*  
\_\_\_\_\_  
Mayor

Attested:

Attested:

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

*Natasha Pryor*  
**DEPUTY** \_\_\_\_\_  
City Clerk (CFO)



CITY OF ABERDEEN  
Washington  
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## Request for Council Action

Date Action is Requested: 06/10/2026

Subject: **1<sup>st</sup> Reading - Zoning Code Amendment – Fencing Requirements (Bill #26-07)**

### COMMITTEE:

Finance

Public Safety

Public Works

Special Agenda Item:

### TYPE OF ACTION REQUESTED:

Ordinance No. Bill #26-07

Motion

No Action - Information Only

Resolution No.

Discussion

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

Bill #26-07

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).

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



CITY OF ABERDEEN  
Washington  
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## Request for Council Action

Date Action is Requested: 6/10/2026  
Subject: **1<sup>st</sup> Reading of the Franchise Agreement with Forged Fiber 37, LLC**

### COMMITTEE:

- Finance  Public Works  
 Public Safety  Special Agenda Item

### TYPE OF ACTION REQUESTED:

- Ordinance No. Bill #26-12  Resolution No.  
 Motion  Discussion  
 No Action - Information Only  Other:

### SUMMARY OF REQUEST:

Request the 1<sup>st</sup> reading of the franchise agreement with Forged Fiber 37, LLC.

### 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:

No negative fiscal impact, however, RCW 35.21.860(1)(b) authorizes the City to require reimbursement for the City's costs resulting from reviewing the franchise which could include the legal fees we incurred in review.

### 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:



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## BACKGROUND/RATIONALE:

In May of 2025, AT&T announced the planned purchase of Lumen’s Mass Market fiber assets. which includes fiber assets and associated facilities that are located within the rights-of-way of Aberdeen. This franchise agreement grants rights to access and occupy rights-of-way within Aberdeen to enable the continued operation of the transferred Lumen assets as currently conducted.

Forged Fiber 37 is a relatively new telecommunications infrastructure company that builds, owns, operates, and maintains fiber-optic networks. Rather than selling internet services directly to consumers, it operates as a wholesale fiber network provider and leases network capacity to service providers. According to the company, its first major tenant is AT&T.

## RECOMMENDATION(S):

Approve the 1<sup>st</sup> reading of the attached ordinance

## ATTACHMENTS:

- Ordinance No. 2026-XX
- ABERDEEN Forged Fiber FRANCHISE ORDINANCE

Rick Sangder

\_\_\_\_\_  
**Director Name**

\_\_\_\_\_  
**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 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 type="checkbox"/> Communications & Outreach            |

BILL # 26-\_\_\_\_\_

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF ABERDEEN, WASHINGTON ADOPTING A FRANCHISE AGREEMENT WITH FORGED FIBER 37, INC.; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, Forged Fiber 37, Inc. (“Forged Fiber”) is a subsidiary of AT&T and has acquired the assets of Lumen’s facilities currently located in the Aberdeen ROW; and

**WHEREAS**, Forged Fiber does not plan to install connections to buildings in Aberdeen, and this franchise formalizes the change in ownership from Lumen to Forged Fiber 37, Inc.; and

**WHEREAS**, RCW 35A.47.040 requires two readings of any ordinance granting a franchise prior to the franchise’s effective date; and

**WHEREAS**, the City Council finds that it is in the best interest for the City to enter into Franchise Agreement with Forged Fiber, 37 Inc.;

**NOW THEREFORE**, be it ordained by the Mayor and City council of the City of Aberdeen:

**SECTION 1. ADOPTION OF FRANCHISE AGREEMENT.** The Franchise Agreement between the City of Aberdeen and Forged Fiber 37, Inc. attached hereto as Exhibit A is hereby adopted by reference as if fully set forth herein.

**SECTION 2. SEVERABILITY.** Should any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance or its application to any other person or situation.

**SECTION 3. 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 4. PUBLICATION BY SUMMARY.** In lieu of publication of this Ordinance in its entirety, the attached summary of this Ordinance shall be published in the official newspaper

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ABERDEEN, WASHINGTON, AT A \_\_\_\_\_ MEETING THEREOF, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.**

**CITY OF ABERDEEN:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Douglas Orr, Mayor**

\_\_\_\_\_  
**Alexandra Kenyon, Corporation Counsel**

**ATTEST/AUTHENTICATED:**

\_\_\_\_\_  
**Katy Williamsen, Finance Director**

Bill 26-\_\_\_\_\_

SUMMARY FOR PUBLICATION  
ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF ABERDEEN, WASHINGTON  
ADOPTING A FRANCHISE AGREEMENT WITH FORGED FIBER 37,  
INC.; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN  
EFFECTIVE DATE.**

**Section 1: Adoption of Franchise Agreement.** Adopting a Franchise Agreement with Forged Fiber 37, Inc. for .

**Section 2: Severability.** Severing any portion declared unconstitutional or invalid, while retaining remaining portions.

**Section 3: Corrections.** Authorizing City Clerk and codifiers of the Ordinance 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 4: Authorizing Publication by Summary.** Authorizing publication of this summary in lieu of entirety.

**Section 5: Effective Date.** This Ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED:** \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Signed: /s/ Douglas Orr, Mayor

Attest: /s/ Katy Williamsen, Finance Director

**TELECOMMUNICATIONS FRANCHISE**  
**between the City of Aberdeen and Forged Fiber 37, Inc.**

THIS TELECOMMUNICATIONS FRANCHISE (this “Franchise”) is entered into on \_\_\_\_\_, 2026 by and between the City of Aberdeen (the “City”) and Forged Fiber 37, LLC, a Delaware limited liability company (“Grantee”).

**Section 1. Grant of Franchise.**

The City hereby grants to Grantee, its heirs, successors, legal representatives, and assigns, subject to the terms and conditions hereinafter set forth, the right, privilege, and authority to construct, operate, maintain, restore, replace, acquire, sell, and lease its Facilities within the Public Ways of the City.

A. “Facilities” as used in this Franchise means authorized plant equipment, fixtures, appurtenances, and other facilities necessary to furnish and deliver telecommunications services, including but not limited to wires, lines, conduits, cables, communication and signal lines, braces, poles, guys, anchors, cabinets, manholes, handholes, pedestals, vaults, and all attachments, appurtenances, and appliances necessary or incidental to the distribution and use of Services (as hereinafter defined).

B. “Public Ways” means land acquired or dedicated for public roads and streets, but does not include: (1) State highways not governed by Section 3.B. of this Franchise; (2) land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; (3) structures, including poles and conduits, located within the right-of-way; (4) federally granted trust lands or Forest Board trust lands; (5) lands owned or managed by the State Parks and Recreation Commission; or (6) federally granted railroad rights-of-way acquired under 43 USC 912 and related provisions of federal law that are not open for motor vehicle use.

C. Location of Franchise Area. The authority granted herein is to occupy and use the Public Ways throughout the City (the “Franchise Area”). The Grantee is authorized to place its Facilities in the Public Ways only consistent with this Franchise, the Aberdeen Zoning Code, the Comprehensive Plan, the Design and Construction Standards and the Aberdeen Municipal Code (“AMC”) as they now exist and are hereinafter amended (collectively the “Codes”). As described in Section 5, construction is not authorized without the appropriate City permits. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Public Ways of the City to the Grantee other than for the purpose of providing telecommunications services, and this franchise shall not be construed as any warranty of title. Grantee hereby agrees that it plans to provide the following services within the City: high speed data and fiber optic services, internet protocol-based services, internet access services, conduit and dark fiber leasing, and data transport services (the “Services”).

D. Terms, Conditions, and Provisions of Aberdeen Municipal Code (“AMC”) and Charter. All rights granted hereunder are subject to the terms, conditions, and requirements of certain Chapters of the AMC including AMC 13.40 concerning work in the right-of-way and franchised utilities in the right-of-way, respectively, unless this Franchise specifically provides to the contrary. In the event that a conflict exists between the terms of this Franchise and the terms of the AMC, terms of this Franchise shall control.

E. No Wireless Communications Facilities or Cable Services. This Franchise does not grant Grantee the right to install and/or operate Wireless Communication Facilities. As used herein, “Wireless Communications Facilities” means those “personal wireless services” as defined in RCW 35.99.010(4). Any entity that seeks to install and/or operate such Wireless Communications Facilities must have an independent franchise to use the Public Ways outside of this Franchise. Further, this Franchise does not grant the right to offer cable services as defined in 47 U.S.C. § 522(6). Any entity that seeks to install and/or operate such cable services must have an independent franchise to use the Public Ways outside of this Franchise.

F. No Access to City-Owned Property. No right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than the Public Ways, or upon private property without the owner’s consent, or upon any City, public or privately owned poles or conduits is granted herein. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in the Public Way of the City to Grantee other than for the purpose of providing the Services, or to subordinate the primary use of the right-of-way as a public thoroughfare. If Grantee desires to expand the Services provided within the City, it shall request a written amendment to this Franchise. If Grantee desires to use City owned property, including poles and structures within the Public Ways, it shall enter into a separate lease or license agreement with the City.

G. Leased Capacity. Grantee shall have the right, without prior City approval, to offer or provide fiber capacity or bandwidth to other carriers, resellers, customers, or subscribers consistent with this Franchise; provided, however, that Grantee shall remain responsible for compliance with this Franchise.

H. Nonexclusive Grant.

This Franchise shall not in any manner prevent the City from constructing, operating, and/or maintaining telecommunication systems or facilities of its own or entering into other similar agreements or franchises in, under, on, across, over, through, along or below any Public Ways of the City. Further, this Franchise shall in no way prevent or prohibit the City, consistent with applicable law, from using any of its Public Ways or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvements, and dedication of the same as the City may deem fit, including the dedication, establishment, maintenance, and improvement of all new Public Ways.

## **Section 2. Term of Franchise.**

The term of this Franchise shall be for a period of ten (10) years from the Effective Date.

### **Section 3. Location of Telecommunications Network Facilities.**

A. Location of Facilities. Grantee may locate its Facilities anywhere within the Franchise Area consistent with the City's applicable Code requirements and the City's Design and Construction Standards. Grantee shall not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area, provided that Grantee does not expand its Services beyond those described in Section 1.A.

B. WSDOT. To the extent that any Public Ways within the Franchise Area are part of the state highway system ("State Highways") and are considered managed access by the City and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation (WSDOT) regulations, Grantee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Without limitation of the foregoing, Grantee specifically agrees that: 1. any pavement trenching and restoration performed by Grantee within State Highways shall meet or exceed applicable WSDOT requirements; 2. any portion of a State Highway damaged or injured by Grantee shall be restored, repaired and/or replaced by Grantee to a condition that meets or exceeds applicable WSDOT requirements; and 3. without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

### **Section 4. Relocation of Facilities.**

A. Relocation Requirement. To the extent required by law, including RCW 35.99.060, Grantee agrees and covenants at its sole cost and expense, to protect, support, temporarily disconnect (where doing so will not cause a customer service outage or disrupt 911 service, and, if required, upon approval of the Washington Utilities and Transportation Commission), relocate, or remove from any Public Way any of its Facilities when so required by the Public Works Director upon his/her determination that such relocation or removal of Facilities is necessary for (1) the construction, repair, maintenance or installation of any City or other public improvement in or upon the Public ways or (2) the operations of the City or other governmental entity in or upon the Public Ways. The City shall provide Grantee at least ninety (90) days written notice prior to such relocation or removal of Facilities.

B. Notice and Relocation Process. If the City determines that the Public Improvement Project necessitates the relocation of Grantee's existing Facilities, the City shall provide Grantee in writing with a date by which the relocation shall be completed (the "Relocation Date") consistent with RCW 35.99.060(2). For purposes of herein, "Public Improvement Project" shall mean a capital improvement project within the Franchise Area that requires the relocation of Facilities within the Franchise Area, is funded by the City (either with its own funds or with other public monies obtained by the City for such capital improvement project) and is undertaken by the City. In calculating the Relocation Date, the City shall consult with Grantee and consider the extent of Facilities to be relocated, the services requirements, and the construction sequence for the relocation, within the City's overall project construction sequence and constraints, to safely complete the relocation. Grantee shall complete the relocation by the Relocation Date, unless the

City or a reviewing court establishes a later date for completion, as described in RCW 35.99.060(2). To provide guidance on this notice process, the City will make reasonable efforts to involve Grantee in the predesign and design phases of any Public Improvement Project. After receipt of the written notice containing the Relocation Date, Grantee shall relocate such Facilities to accommodate the Public Improvement Project consistent with the timeline provided by the City and at no charge or expense to the City, except as otherwise permitted by RCW 35.99.060. Such timeline may be extended by a mutual agreement.

C. Locate Facilities. Upon request of the City or of a third-party performing work on behalf of the City in the Public Ways and in order to facilitate the design of the Public Ways, Grantee agrees, at Grantee's sole cost and expense, to locate and, if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the Public Improvement Project shall be made by the City upon review of the location and construction of Grantee's Facilities. The City shall provide Grantee at least thirty (30) days' written notice prior to any excavation or exposure of Facilities.

D. Third Party Requests for Relocation. The provisions of this Section shall in no manner preclude or restrict Grantee from making any arrangements it may deem appropriate when responding to a request for relocation of its Facilities for projects that are not Public Improvement Projects, including recovering costs for relocation from private parties or other entities that do not control the Public Ways.

E. Contractor Delay Claims. Grantee agrees to work cooperatively with the City, other franchisees and/or utilities, and the City's third-party contractor with respect to the Public Improvement Project. Upon a notification of a delay due solely to Grantee's actions or inactions, Grantee agrees to work cooperatively with the City, other Grantees and utilities, and the City's third-party contractor to resolve such issues. Except in the case of a Force Majeure Event, if Grantee breaches its obligations under Section 4 with respect to relocating its Facilities within the Franchise Area by the Relocation Date, and to the extent such breach causes a delay in the work being undertaken by the Public Improvement Project that results in a claim by the City's third party contractor(s) for costs, expenses and/or damages that are directly caused by such delay and are legally required to be paid by the City (each, a "Contractor Delay Claim"), the City may at its sole option: (1) tender the Contractor Delay Claim to Grantee for defense and indemnification in accordance with Section 4.F and Section 9; or (2) require that Grantee reimburse the City for any such costs, expenses, and/or damages that are legally required to be paid by the City to its third-party contractor(s) as a direct result of the Contractor Delay Claim; provided that, if the City requires reimbursement by Grantee under this subsection, the City shall first give Grantee written notice of the Contractor Delay Claim and give Grantee the opportunity to work with the third-party contractor(s) to resolve the Contractor Delay Claim.

F. Indemnification. Except to the extent caused by the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers, and representatives, Grantee will indemnify, defend, and hold harmless the City, in accordance with the provisions of

Section 9, against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects to the extent caused by or arising out of the failure of Grantee to remove or relocate its Facilities in a timely manner and that are not caused by a Force Majeure Event.

G. City's Costs. If Grantee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City as described in this Section 4, except for in Section 4.D, then, after providing Grantee an additional thirty (30) days' notice and Grantee's continued failure to comply as directed, the City may perform such work or cause it to be done, and the City's costs shall be paid by Grantee pursuant to Section 7.

H Survival. The provisions of this Section 4 shall survive the expiration or termination of this Franchise for so long as Grantee continues to have Facilities in the Public Ways.

### **Section 5. Work in the Public Ways.**

A. All work performed shall be in compliance with all local, state, and federal laws, including but not limited to the requirements in AMC 13.40. Permits, including but not limited to rights-of-way permits, must be obtained from the City and if applicable, the state and or federal agencies for any work performed in the Public Ways. Grantee shall provide the City with at least twenty (20) working days' advance notice prior to commencing any non-emergency work in the Public Ways, unless otherwise stated in the permit. Grantee shall not unnecessarily obstruct the passage or proper use of the Public Ways, and all work by Grantee in any area covered by this Franchise and as described in this Section shall be performed in accordance with applicable Codes.

B. During any period of relocation, construction, or maintenance, all surface structures, if any, shall be erected and used in such places and positions within the Public Ways and other public properties so as to interfere as little as is reasonably possible with the free passage of traffic (including but not limited to motor vehicles, pedestrians, and bicycles) and the free use of adjoining property. Grantee shall at all times post and maintain proper site safety including but not limited to the use of barricades, traffic control devices, and temporary paving, and make reasonable efforts to comply with all applicable safety and American Disability Act regulations during such period of construction, general ordinances of the City or state of federal laws, including RCW 39.04.180 for the construction of trench safety systems.

C. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with the City's ordinances, regulations, and requirements. Work by contractors and subcontractors is subject to the same restrictions, limitations, and conditions as if the work were performed by a grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by it and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

D. Upon request, Grantee shall provide the City with a schedule of their proposed construction activities in, around, or that may affect the rights-of-way. Grantee shall meet with the City and other franchise holders and users of the rights-of-way annually or upon written notice as determined by the City, to schedule and coordinate construction in the rights-of-way. All

construction locations, activities, and schedules shall be coordinated, as ordered by the City to minimize public inconvenience, disruption or damages.

#### **Section 6. Restoration After Construction.**

A. Grantee shall comply with the restoration requirements provided in = the applicable permit(s). The Public Works Director or designee shall have final approval of the completeness of all restoration work and Grantee shall warrant said restoration work for a period of 2 years.

B. In the event Grantee damages a Public Way or improvement in or to a Public Way and does not repair a Public Way or an improvement in or to a Public Way or if such work does not comply with the permit, then after providing Grantee with thirty (30) days prior notice and Grantee's continued failure to repair the damage, the City may repair the damage and shall be reimbursed its actual cost within thirty (30) days of submitting an invoice to Grantee.

C. Whenever the construction, installation or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may provide Grantee written notice and direct Grantee, at Grantee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Grantee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely provide written notice to Grantee to request that Grantee effect the immediate repair, the City may access the Facilities and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Grantee shall be liable to the City for the costs thereof.

#### **7. Recovery of Costs.**

A. To the extent permitted under applicable law, Grantee shall be subject to all permit fees associated with activities undertaken through the authority granted in this Franchise or under the laws of the City. Where the City incurs reasonable costs and expenses for review, inspection, or supervision of activities undertaken through the authority granted in this Franchise or any ordinances relating to the subject for which a permit fee is not established, including but not limited to outside attorneys, consultants, City staff and City Attorney's office, then, to the extent permitted by applicable law, Grantee shall reimburse the City directly for any and all costs within thirty (30) days after receiving an invoice documenting said costs and expenses in sufficient detail to demonstrate that they were necessary to perform the aforementioned actions. As used in this Agreement, the word "costs" or "expenses" shall mean the actual, reasonable and documented costs or expenses incurred.

B. Grantee shall pay a fee for the actual administrative expenses incurred by the City that are related to the receiving and approving this Franchise pursuant to RCW 35.21.860, including the costs associated with the City's legal costs incurred in drafting and processing this

Franchise. To the extent permitted by applicable law, Grantee shall pay all costs of publication of this Franchise and any and all notices prior to any public meeting or hearing in connection with this Franchise.

C. Grantee shall reimburse the City for any costs incurred by the City in performing work for Grantee that Grantee is obligated to perform under this Franchise, including but not limited to removing any of Grantee Facilities upon abandonment, or acting in response to an emergency involving Grantee's Facilities, if Grantee's failure continues after Grantor has provided Grantee at least thirty (30) days prior written notice and opportunity to cure.

D. To the extent permitted by applicable law, Grantee shall reimburse the City for the Grantee's proportionate share of all actual expenses incurred by the City in planning, constructing, installing, repairing or altering any City facility as a result of the construction or the presence in the Public Way of the Grantee's telecommunications facilities.

E. The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. The billing may be on a monthly basis, and the City shall provide Grantee with the City's itemization of costs at the conclusion of each project for information and reimbursement purposes.

F. All costs reimbursable to the City pursuant to this Agreement shall be paid within sixty (60) days after Grantee's receipt of an itemized invoice documenting such costs and expenses in sufficient detail to demonstrate that they were necessary to perform the aforementioned action.

## **Section 8. Reservation of Rights.**

A. Grantee hereby warrants that its operations as authorized under this Franchise are those of a service provider as defined in RCW 35.21.860. As a result, the City will not impose a franchise fee under the terms of this Franchise. The City hereby reserves its right to impose a franchise fee on Grantee if Grantee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply, or if statutory prohibitions on the imposition of such fees are removed; provided that (i) the City will give one hundred eighty (180) days' notice to invoke this provision, (ii) the parties agree to follow the modification procedure in Section 12, and (iii) any franchise fee under this section shall be prospective in nature. In either instance, the City also reserves its right to require that Grantee obtain a separate Franchise for its change in use. Nothing contained herein shall preclude Grantee from challenging any such new fee or separate agreement under applicable federal, state, or local laws.

B. Grantee agrees that, if, in the future, Grantee provides telephone business services or wireless telephone services under this Franchise that are taxable, the Grantee shall pay to the City the rate applicable to such taxable services under AMC 3.76, respectively and consistent with state and federal law. The parties agree that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City as may be permitted by law.

## **Section 9. Indemnification.**

A. Except to the extent caused by the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers, and representatives, Grantee hereby releases, and agrees to indemnify, defend and hold harmless the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers, and representatives from any and all claims, costs, judgments, awards, or liability to any person, for injury or death of any person or damage to property to the extent caused by or arising out of any negligent acts or omissions of Grantee, its agents, servants, officers, or employees by virtue of Grantee's exercise of the rights granted herein, or in any franchise or permit. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, prior to the culmination of any litigation or the institution of any litigation.

B. Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Provided that Grantee has been given prompt written notice by the City of any such claim, said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation. The City has the right to defend or participate in the defense of any such claim at its own costs and has the right to approve any non-monetary settlement or other compromise of any such claim.

C. Should a court of competent jurisdiction determine that the franchise is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability shall be only to the extent of the Grantee's negligence. It is further specifically and expressly understood that the indemnification provided constitutes the Grantee's waiver of immunity under Industrial Insurance, RCW Title 51, solely for the purposes of this indemnification. The obligations of Grantee under this subsection shall be mutually negotiated by the parties, and Grantee shall acknowledge that the City would not enter into a franchise without Grantee's waiver.

D. The City shall promptly notify Grantee of any claim or suit and request in writing that Grantee indemnify the City. Grantee may choose counsel to defend the City subject to the City's consent which shall not be unreasonably withheld and consistent with this subsection. City's failure to notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event that Grantee refuses the tender of defense in any suit or any claim, as required pursuant to this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, Grantee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision.

E. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, then the Grantee and City shall immediately meet and confer and determine whether alternative counsel or other alternative is possible to resolve the concern. If no alternative is agreeable to the parties, upon the prior written approval and consent of Grantee that such a conflict requires the City to retain separate counsel, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and

Grantee shall pay the reasonable fees and expenses of such separate counsel, except that Grantee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee. Grantee and the City shall cooperate and cause their employees and agents to cooperate with each other in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

F. Notwithstanding any other provisions of this section, Grantee assumes the risk of damage to its Facilities located in the Public Ways from activities conducted by the City, its officials, officers, agents, employees and contractors, except to the extent any such damage or destruction is caused by or arises from the negligence or malicious act on the part of the City, its officials, officers, agents, employees or contractors. Except for the indemnity obligations under this Franchise, in no event shall the City or Grantee be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under the Franchise.

G. The provisions of this Section 9 shall survive the expiration, revocation, or termination of this Franchise.

## **Section 10. Insurance.**

A. Grantee shall secure and maintain the following liability insurance policies insuring Grantee and including the City as an additional insured as their interest may appear under this Agreement against claims for injuries to persons, death or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted to Grantee:

1. Commercial general liability insurance with limits of \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate including premises-operations, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract and liability arising from explosion, collapse or underground property damage. The policy shall have limits of:

2. Commercial Automobile liability insurance in the amount of \$2,000,000 combined single limit each accident for bodily injury and property damage covering all owned, non-owned, hired and leased vehicles.

3. Worker's compensation within statutory limits and employer's liability insurance with limits of \$1,000,000 each accident/disease/policy limit.

4. Contractors Pollution liability insurance with a limit of \$2,000,000 per occurrence, and \$2,000,000 in the aggregate. Grantee may self-insure for Contractors Pollution liability insurance.

B. The liability insurance policies required by this Franchise shall be maintained by Grantee throughout the term of the Franchise, and such other period of time during which the Grantee is operating in the Public Ways without a franchise or is engaged in the removal of its Facilities. The commercial general liability and commercial automobile liability insurance policies shall include the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants and volunteers as additional insureds as their interest may appear under this Agreement. The Grantee shall provide a certificate of insurance (COI), together with the blanket additional insured endorsement(s) to the City, upon acceptance of the Franchise. Payment of deductibles and self-insured retentions shall be the sole responsibility of the Grantee. The insurance required by this Franchise shall apply separately to each insured against whom a claim is made or suit is brought. Grantee's insurance shall be primary insurance with respect to the City, its officers, officials, employees, agents, consultants, and volunteers. Any insurance, self insurance, or self-insured pool coverage maintained by the City shall be excess of Grantee's insurance and shall not contribute with it. Receipt by the City of any certificate or evidence of insurance showing less coverage than required is not a waiver of Grantee's obligations to fulfill the requirements.

C. Upon receipt of notice from its insurers, Grantee shall provide the City with thirty (30) days' prior written notice of cancellation of any required coverage that is not replaced. At least 30 days prior to any said cancellation or nonrenewal effective date, Grantee shall obtain and furnish to the City certificates of insurance evidencing replacement insurance policies meeting the requirements of this section. Failure to provide the insurance cancellation notice and to furnish to the City replacement insurance policies meeting the requirements of this Franchise shall be considered a material breach of the Franchise after City provides Grantee an additional thirty (30) days prior written notice and Grantee's continued failure to cure.

D. Grantee's maintenance of insurance or its scope of coverage as required herein shall not be construed to limit the liability of the Grantee to the specific coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity. Further, Grantee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Grantee.

E. As of the Effective Date of this Franchise, Grantee is not self-insured except for pollution insurance. Should Grantee wish to become self-insured at the levels outlined in this Franchise at a later date for insurance coverage other than pollution liability insurance and property

damage insurance, Grantee must provide the City with thirty (30) days advanced written notice of its intent to self-insure. Grantee shall comply with the following:

(i) provide the City, upon request, a copy of Grantee's most recent audited financial statements;

(ii) Grantee is responsible for all payments within the self-insured retention; and

(iii) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise.

F. The City may review all insurance limits once every calendar year during the Term, and may make reasonable adjustments in the limits upon thirty (30) days' prior written notice to Grantee. Grantee shall then issue a certificate or other evidence of insurance to the City showing compliance with these adjustments.

### **Section 11. Security; Bonds.**

Security Fund. Grantee shall establish a security fund ("Security Fund") in the amount of \$50,000 by providing a bond reasonably acceptable to the City to guarantee the full and complete performance of the requirements of this Franchise, and to guarantee payment of any costs, expenses, damages, or loss the City pays or incurs, including civil penalties, because of any failure attributable to Grantee to comply with the codes, ordinances, rules, regulations, or permits of the City.

### **12. Modification.**

The City and Grantee reserve the right to modify the terms and conditions of this Franchise upon written agreement of both parties to such modification. The City reserves the right at any time to request Grantee to agree to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. If the parties do not reach agreement as to the terms of the amendment within six (60) days of the call for negotiations unless the parties mutually agree to extend such timeline, the parties shall submit the issue to non-binding mediation. If such mediation is unsuccessful, the parties may then submit the issue to a court of competent jurisdiction.

### **Section 13. Remedies to Enforce Compliance.**

A. In addition to any other remedy provided in this Franchise, the City and Grantee reserve the right to pursue any remedy to compel the other party and/or its successors and assigns to comply with the terms hereof, and the pursuit of any right or remedy shall not prevent them from thereafter declaring a default, or revocation for breach of the conditions herein as provided in the Aberdeen Municipal Code or as allowed by law. All rights and remedies provided herein shall be in addition to and cumulative with any and all other rights and remedies available to the City or Grantee. Such rights and remedies shall not be exclusive, and the exercise of one or more rights or

remedies shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy. The parties reserve the right to seek and obtain injunctive relief with respect to this Franchise to the extent authorized by applicable law and that the execution of this Franchise shall not constitute a waiver or relinquishment of such right. The parties agree that in the event a party obtains injunctive relief, neither party shall be required to post a bond or other security and the parties agree not to seek the imposition of such a requirement.

B. If Grantee violates or fails to comply with any of the material provisions of this Franchise, or should Grantee fail to heed or comply with any notice given to Grantee under the provisions of this Franchise, the City shall provide Grantee with written notice and an opportunity to cure such violation as follows: the City shall provide Grantee with written notice specifying with reasonable particularity the nature of any such breach and the Grantee shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If Grantee does not cure the breach within thirty (30) days, then the Public Works Director or the City Council may elect that in lieu of revocation and without any prejudice to any other legal rights and remedies, to pursue other remedies, the City may: (1) seek damages of two hundred Fifty dollars (\$250.00) per day against the Grantee or Security Fund set forth in Section 11; (2) suspend the issuance of additional permits; (3) obtain an order from the Superior Court having jurisdiction compelling Grantee to comply with the provisions of this Franchise; or (4) pursue other remedies as permitted by law. To the extent permitted by applicable law, the rights granted under this Franchise may be revoked or forfeited.

C. If the City shall violate or fail to comply with any of the provisions of this Franchise, the Grantee shall provide the City with written notice specifying with reasonable particularity the nature of any such breach and the City shall undertake all commercially reasonable efforts to cure such breach within thirty (30) days of receipt of notification. If the breach is not cured within the specified time, or the City does not comply with the specified conditions, the Grantee may, at its discretion, (1) terminate this Franchise, or (2) pursue other remedies as permitted by law.

D. If the parties reasonably determine the breach cannot be cured within (30) thirty days, the parties may agree to a longer cure period.

#### **Section 14. Non-Waiver.**

The failure of a party to insist upon strict performance of any of the covenants and agreements of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or option.

#### **Section 15. Survival.**

All of the obligations, conditions and requirements of Section 1.C Section 5, Section 6, Section 10, Section 11, Section 12, Section 25 and Section 27.B of this Franchise arising by reason of any occurrence taking place during the term of this Franchise shall survive the expiration or termination of this Franchise, and any renewals or extensions thereof.

## **Section 16. Severability.**

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Franchise.

## **Section 17. Notice.**

Any notice required or permitted under this Franchise shall be in writing, and shall be delivered personally, delivered by a nationally recognized overnight courier, or sent by registered or certified mail, return receipt requested, to the other party at the address listed below. If such notice, demand or other communication shall be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand or other communication is given by overnight delivery, it shall be conclusively deemed given the day after it was sent to the party to whom such notice, demand or other communication is to be given. If such notice, demand or other communication is given by mail, it shall be conclusively deemed given three (3) days after it was deposited in the United States mail addressed to the party to whom such notice, demand or other communication is to be given. City: City of Aberdeen, Attn: Director of Public Works, Aberdeen City Hall, 200 E. Market, 2<sup>nd</sup> Floor, Aberdeen, WA. Grantee: Forged Fiber 37, LLC: Attn: AT&T Legal Department, 208 South Akard Street, Dallas, Texas 75202-4206, with a copy to: FF\_Right\_Of\_Way@att.com.

**Section 18. Entire Agreement.** This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

**Section 19. Eminent Domain.** This Franchise is subject to the power of eminent domain. In any proceeding under eminent domain, this Franchise itself shall have no value.

**Section 20. Vacation.** If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Grantee by reason of such vacation; provided, however, that the City shall notify the Grantee in writing not less than sixty (60) days before considering such vacation and shall work with Grantee where possible in securing an easement to allow the Facilities to remain in place. Upon Grantee's entry into an easement for the Facilities, this Franchise shall no longer apply with respect to such vacated area. If an easement cannot be retained, or any other accommodation made for the Facilities to remain (e.g., a ground lease or license agreement) Grantee's relocation from the affected parcel shall be governed by section 4 of this Agreement.

**Section 21. Signs and Symbols.** Except for labels marking equipment, all signs or symbols placed by Grantee shall be subject to the prior approval of the City. In the event Grantee shall place signs or symbols where they are visible from the street and not acceptable to the City, the City may demand the immediate removal of such signs or symbols and the refusal of Grantee to comply with such demand within will constitute a breach of this Franchise, thereby entitling the City to exercise any available legal remedy and to remove the signs or symbols. Grantee is not permitted to install any lighting on its Facilities unless required by the FAA or FCC.

**Section 22. Compliance with All Applicable Laws.** The parties agree to comply with all present and future federal and state laws, ordinances, rules and regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations the location, elevation, manner of construction and maintenance of Facilities by Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause Grantee to violate other requirements of law or the terms of this Franchise. Grantee further expressly acknowledges that following the approval of this Franchise, the City may modify its Codes and such Code modifications shall apply to Grantee's Facilities, except that existing Facilities may be maintained by Grantee per regulations in effect at the time of installation as approved in the permit and plan for said installation. In the event of a conflict between the provisions of this Franchise and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinances(s) enacted under the City's police powers shall take precedence over the provisions set forth herein.

**Section 23. Attorneys' Fees.** If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and expenses, including such sum as the court may judge as reasonable for attorneys' fees, costs, expenses and attorneys' fees upon appeal of any judgment or ruling.

**Section 24. Hazardous Substances.** Grantee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation, nor shall Grantee allow any of its agents, contractors or any person under its control to do the same. Except to the extent caused by the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers, and representatives, Grantee will be solely responsible for and will defend, indemnify and hold the City, its agents and employees harmless from and against any and all direct claims, costs and liabilities including reasonable attorneys' fees and costs, to the extent arising out of or in connection with the cleanup or restoration of the property associated with Grantee's use, storage, or disposal of hazardous substances or the use, storage or disposal of such substances by Grantee's agents, contractors or other persons acting under Grantee's control.

**Section 25. Licenses, Fees, and Taxes.** Prior to constructing the Facilities, Grantee shall obtain a business or utility license from the City, if so required by the AMC and applicable law. Except as otherwise provided in this Franchise or any applicable law, Grantee shall pay promptly and before they become delinquent, all taxes on personal property and improvements owned or placed by Grantee and shall pay all license fees and public utility charges relating to the conduct of its business; shall pay for all permits, licenses, and zoning approvals, shall pay any other applicable tax unless documentation of exemption is provided to the City and shall pay utility taxes and license fees imposed by the City.

**Section 26. Assignment or Transfers of Grant.** Ownership or control of a telecommunication system or franchise may, directly or indirectly, be transferred or assigned or disposed of by sale, lease, merger, consolidation or other act of the Grantee, by operation of law or otherwise, without

the prior written consent of City, but written notice to the City is required. In the event that a transfer, assignment, or disposal of Grantee's ownership is approved by the Washington Utilities and Transportation Commission ("WUTC"), the City will be deemed to have consented to such transfer for purposes of any WUTC case docket or other proceeding. Grantee will provide City with a copy of any such WUTC approval.

#### **Section 27. Miscellaneous.**

A. City and Grantee respectively represent that its signatory is duly authorized and has full right, power, and authority to execute this Franchise.

B. This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Grays Harbor County Superior Court.

C. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

D. Where the context so requires, the singular shall include the plural and the plural includes the singular.

E. Grantee shall be responsible for obtaining all other necessary approvals, authorizations and agreements from any party or entity from whom it is leasing utility poles.

F. This Franchise may be enforced at both law and equity.

G. This Franchise may be executed in counterparts, each of which shall be deemed an original.

H. Grantee acknowledges that it, and not the City, shall be responsible for Grantee's Facilities' compliance with all marking and lighting requirements of the FAA and the FCC. Except to the extent caused by the City, its elected and appointed officers, officials, employees, agents, engineers, consultants, volunteers, and representatives, Grantee shall indemnify, defend and hold the City harmless from any fines or other liabilities to the extent caused by Grantee's failure to comply with such requirements. Should Grantee or the City be cited by either the FCC or the FAA because the Grantee's Facilities is not in compliance and should Grantee fail to cure the conditions of noncompliance within the timeframe allowed by the citing agency, then, after providing Grantee with thirty (30) days prior written notice and opportunity to cure and Grantee's continued failure to cure, the City may either terminate this Franchise immediately on notice to Grantee or proceed to cure the conditions of noncompliance at Grantee's expense.

I. Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, so long as the performance of the covenant or obligation is delayed, caused or prevented by a Force Majeure Event. A "Force Majeure Event" is defined for purposes of this Franchise as circumstances that are beyond a party's reasonable control, and include strikes, lockouts, sit-down strike, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including inclement weather which

prevents construction), acts of the public enemy, wars, terrorism, insurrections, pandemics, and any other similar event.

J. All of the provisions, conditions, regulations and requirements contained in this Franchise shall further be binding upon the heirs, successors, executors, administrators, legal representatives and assigns of Grantee and all privileges, as well as all obligations and liabilities of Grantee shall inure to its heirs, successors and assigns equally as if they were specifically mentioned wherever Grantee is named herein.

**Section 28. Acceptance.** This Franchise and the rights, privileges and authority granted hereunder shall take effect and be in force from and after the Effective Date of this Franchise. Unless executed by Grantee prior to the City's execution, Grantee shall execute this Franchise within sixty (60) days after the City's execution of this Franchise. Such written acceptance shall be accompanied by the memorandum of insurance and additional insured endorsement specified in Section 10, the bonding requirements in Section 11, and the reimbursement to the City pursuant to Section 7.B. This Franchise is voidable unless accepted in writing with the required memorandum of insurance, bond, and reimbursement by Grantee within this sixty (60) days.

**Section 29. Effective Date.** This Franchise, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after the passage and publication of an approved summary thereof consisting of the title

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

**For the City of Aberdeen:**

\_\_\_\_\_  
Douglas Orr, Mayor  
City of Aberdeen, WA

\_\_\_\_\_  
Date

**For Forged Fiber 37, LLC:**

\_\_\_\_\_  
[Name], President

\_\_\_\_\_  
Date



CITY OF ABERDEEN  
Washington  
Since 1884

## Request for Council Action

Date Action is Requested: 6/10/2026

Subject: **A Resolution Adopting a Revised and Extended Six Year Transportation Improvement Plan, Including Proposed Improvements to those Streets for which Arterial Street Funds and Federal Funds, if Available, will be Expended, for the Years 2027 Through 2032**

### COMMITTEE:

- |  |  |
|--|--|
| <input type="checkbox"/> Finance       | <input checked="" type="checkbox"/> Public Works |
| <input type="checkbox"/> Public Safety | <input type="checkbox"/> Special Agenda Item     |

### TYPE OF ACTION REQUESTED:

- |   |  |
|---|--|
| <input type="checkbox"/> Ordinance No.                | <input checked="" type="checkbox"/> Resolution No. 2026-XX |
| <input type="checkbox"/> Motion                       | <input type="checkbox"/> Discussion                        |
| <input type="checkbox"/> No Action - Information Only | <input type="checkbox"/> Other:                            |

### SUMMARY OF REQUEST:

To approve a resolution adopting the Revised and Extended Six Year Transportation Improvement Plan for the Years 2027 through 2032.

### 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

### 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:



CITY OF ABERDEEN  
Washington  
Since 1884

**BACKGROUND/RATIONALE:**

RCW 35.77.010 requires the legislative body of each city and town to revise and update their Six Year Transportation Improvement Plan (TIP) annually prior to July 1 of each year. This RCW also requires a public hearing prior to adoption of the Revised and Extended TIP, which was held on May 27<sup>th</sup>, 2026. If there is no public testimony received at the public hearing or other comments noted, Council may desire to adopt the Revised and Extended Six Year Transportation Improvement Plan Resolution.

**RECOMMENDATION(S):**

Adopt the resolution for the transportation improvement plan.

**REVIEWED BY LEGAL:**       YES       NO       NOT REQUIRED

**ATTACHMENTS:**

- Resolution Adopting Six Year Transportation Improvement Program from 2027 through 2032
- Six Year Transportation Improvement Program from 2027 through 2032

Rick Sangder

\_\_\_\_\_  
**Director Name**

\_\_\_\_\_  
**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 type="checkbox"/> Economic Development               | <input checked="" type="checkbox"/> Infrastructure Investment         |
| <input checked="" type="checkbox"/> Fiscal Responsibility   | <input type="checkbox"/> Communications & Outreach                    |

## RESOLUTION NO. 2026-23

**A RESOLUTION ADOPTING A REVISED AND EXTENDED SIX YEAR TRANSPORTATION IMPROVEMENT PLAN, INCLUDING PROPOSED IMPROVEMENTS TO THOSE STREETS FOR WHICH ARTERIAL STREET FUNDS AND FEDERAL FUNDS, IF AVAILABLE, WILL BE EXPENDED, FOR THE YEARS 2027 THROUGH 2032.**

**WHEREAS**, pursuant to Revised Code of Washington (RCW) 35.77.010 the city of Aberdeen has prepared a Revised and Extended Six Year Transportation Improvement Plan (TIP) for the years 2027 through 2032;

**WHEREAS**, a public hearing on the plan was held at the city council's regular meeting of May 27<sup>th</sup>, 2026, and any comments received at the public hearing have been fully considered; **NOW THEREFORE**,

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF ABERDEEN:** that the attached Revised and Extended Six Year Transportation Improvement Plan for the years 2027 through 2032 is hereby adopted.

**BE IT FURTHER RESOLVED:** that the Finance Director shall file copies of the plan together with this Resolution, with the Secretary of the State of Washington Department of Transportation.

**PASSED and APPROVED** on this 10<sup>th</sup> day of June, 2026.

---

**Douglas Orr, Mayor**

**ATTESTED:**

---

**Katy Williamsen, Deputy City Clerk**

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04		N B Street Pedestrian Enhancements N. B Street Stewart Blvd to Bench Dr Provide pedestrian facilities between Stewart Blvd and Bench Dr.	WA-17140					28		0.460		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2030		0		0	950,000	950,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>950,000</b>	<b>950,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	30,000	920,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>30,000</b>	<b>920,000</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		North Aberdeen Playfield Pedestrian Enhancements Young St Lafayette St to Thomas St Construct pedestrian enhancements around North Aberdeen Playfield.	WA-17139					28	O	0.200	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2031		0		0	500,000	500,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>500,000</b>	<b>500,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	500,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>500,000</b>

	Federal Funds	State Funds	Local Funds	Total Funds
<b>Grand Totals for Aberdeen</b>	<b>0</b>	<b>0</b>	<b>1,450,000</b>	<b>1,450,000</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		Aberdeen-Cosmopolis Connector Project Huntley Street Farragut Street, Aberdeen to Third Street, Cosmopolis New roadway along the Huntley Street ROW that connects Aberdeen and Cosmopolis. Asphalt road with bike lanes and associated sidewalks, drainage, striping and signage.	WA-13562					01		0.550	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PL	2030	STBG(US)	500,000		0	78,035	578,035
<b>Totals</b>				<b>500,000</b>		<b>0</b>	<b>78,035</b>	<b>578,035</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PL	0	0	0	578,035	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>578,035</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04		B Street Sidewalk Extension B Street Stewart Blvd to Wishkah Road  Connect the Bench Drive residential area to the existing sidewalk system by placing 1400 LF of sidewalk along B Street. Project to include new sidewalk, drainage, striping, signage, and required lighting.	WA-13676					28		0.270	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PL	2028		0	SRTS	350,000	50,000	400,000
<b>Totals</b>				<b>0</b>		<b>350,000</b>	<b>50,000</b>	<b>400,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PL	0	400,000	0	0	0
<b>Totals</b>	<b>0</b>	<b>400,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07		Broadway Street Corridor Improvements Broadway Street Heron Street to First Street  Corridor project creating open spaces for pedestrians in the downtown core while maximizing parking. Project includes paving, sidewalks, drainage lighting and stripping.	WA-12139					04			CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PL	2030	STBG(US)	125,000		0	19,509	144,509
<b>Totals</b>				<b>125,000</b>		<b>0</b>	<b>19,509</b>	<b>144,509</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PL	0	0	0	144,509	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>144,509</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07		Evans Street Sidewalk Improvements Evans Street Griffith Street to Huntley Street Construction of sidewalks, ADA ramps, drainage, minor widening, and striping.	WA-12848					28	O	0.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0	SRTS	191,250	33,750	225,000
P	RW	2029		0		0	100,000	100,000
P	CN	2030		0	SRTS	1,808,750	226,250	2,035,000
<b>Totals</b>				<b>0</b>		<b>2,000,000</b>	<b>360,000</b>	<b>2,360,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	225,000	0	0	0
RW	0	0	100,000	0	0
CN	0	0	0	2,035,000	0
<b>Totals</b>	<b>0</b>	<b>225,000</b>	<b>100,000</b>	<b>2,035,000</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		F Street Reconstruction F Street E Heron St to 416 E Wishkah Reconstruction of roadway, subgrade, stormwater facilities, and ancillary facilities as necessary. Work will include replacement of pedestrian facilities as required.	WA-16045					04	C G P S T W	0.100		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2029	STBG(US)	135,805		0	21,195	157,000
P	RW	2031		0		0	10,000	10,000
P	CN	2032	STBG(US)	1,602,845		0	250,155	1,853,000
<b>Totals</b>				<b>1,738,650</b>		<b>0</b>	<b>281,350</b>	<b>2,020,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	157,000	0	0
RW	0	0	0	0	10,000
CN	0	0	0	0	1,853,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>157,000</b>	<b>0</b>	<b>1,863,000</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07		MacFarlane Pedestrian Evaluation MacFarlane St Front St to Boone St. Evaluate multimodal opportunities connecting the Chehalis River Trail to SR 105.	WA-17018					18		0.500		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PL	2028		0		0	35,000	35,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>35,000</b>	<b>35,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PL	0	35,000	0	0	0
<b>Totals</b>	<b>0</b>	<b>35,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		Scammel Corridor Paving Scammel Street Simpson Ave to Morgan Street Planing and paving of Scammel Street	WA-12847					04		0.310	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2028	STBG(US)	63,813		0	9,959	73,772
S	RW	2029	STBG(US)	47,647		0	7,436	55,083
P	CN	2030	STBG(US)	476,473		0	74,363	550,836
<b>Totals</b>				<b>587,933</b>		<b>0</b>	<b>91,758</b>	<b>679,691</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	73,772	0	0	0
RW	0	0	55,083	0	0
CN	0	0	0	550,836	0
<b>Totals</b>	<b>0</b>	<b>73,772</b>	<b>55,083</b>	<b>550,836</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	2	Transportation Benefit District Projects (TBD) Various Locations Various to Various Various Transportation Benefit District Projects	WA-06711					44			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2027		0		0	4,500,000	4,500,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>4,500,000</b>	<b>4,500,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	750,000	750,000	750,000	750,000	1,500,000
<b>Totals</b>	<b>750,000</b>	<b>750,000</b>	<b>750,000</b>	<b>750,000</b>	<b>1,500,000</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	5	Chehalis River Bridge Decorative Lighting Chehalis River Bridge At Off-Ramp to Curtis St. Provide decorative LED lighting for upstream side of the Chehalis River Bridge.	WA-07946					44		0.600	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2029		0	OTHER	300,000	500,000	800,000
<b>Totals</b>				<b>0</b>		<b>300,000</b>	<b>500,000</b>	<b>800,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	300,000	500,000	0
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>300,000</b>	<b>500,000</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	7	Lawrence Street Pedestrian Walkway - Cushing St. to US 101 Lawrence Street Cushing Street to US 101 Widen road and install sidewalk on one side.	WA-07997					28	O	0.250	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030		0	SRTS	200,000	0	200,000
P	RW	2031		0	SRTS	100,000	0	100,000
P	CN	2032		0	SRTS	1,300,000	0	1,300,000
<b>Totals</b>				<b>0</b>		<b>1,600,000</b>	<b>0</b>	<b>1,600,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	200,000	0
RW	0	0	0	0	100,000
CN	0	0	0	0	1,300,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>	<b>1,400,000</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	9	Oak Street @ U.S. 101 Signalization Oak Street Simpson Avenue to U.S. 101 Signal evaluation	WA-07999					21		0.250	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PL	2028		0		0	50,000	50,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>50,000</b>	<b>50,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PL	0	50,000	0	0	0
<b>Totals</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	10	/ CNWA(025)  Aberdeen US 12 Highway-Rail Separation Project Wishkah Street Wishkah St. adjacent to Walmart to Wishkah Street  Replace at grade railroad crossing and signalized intersection of US 12 at the Puget Sound and Pacific short line rail line with an overpass and roundabout at the Chehalis Street intersection.	WA-06712					44	CG O P S T W	0.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2027		0	CWA	60,204,907	0	60,204,907
<b>Totals</b>				<b>0</b>		<b>60,204,907</b>	<b>0</b>	<b>60,204,907</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	30,204,907	30,000,000	0	0	0
<b>Totals</b>	<b>30,204,907</b>	<b>30,000,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	11	Port Industrial Way - State Street Connection Port Industrial Wishkah Street to State Street Drainage, surfacing, widening, sidewalks	WA-08000					01	OPSTW	0.250	EA	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2030		0		0	200,000	200,000
P	RW	2031		0		0	150,000	150,000
P	CN	2032		0		0	1,250,000	1,250,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>1,600,000</b>	<b>1,600,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	200,000	0
RW	0	0	0	0	150,000
CN	0	0	0	0	1,250,000
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>200,000</b>	<b>1,400,000</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05	13	/ 5035(004)  North Aberdeen Bridge Replacement North Aberdeen Bridge E. 1st St to Lafayette St. Replace concrete girder bridge with pre-stressed concrete girder bridge	WA-07998  08526400					11	CG O P S T W	0.200	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	RW	2027	BR	500,000		0	0	500,000
S	CN	2027	BR	19,483,000		0	0	19,483,000
<b>Totals</b>				<b>19,983,000</b>		<b>0</b>	<b>0</b>	<b>19,983,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	500,000	0	0	0	0
CN	0	19,483,000	0	0	0
<b>Totals</b>	<b>500,000</b>	<b>19,483,000</b>	<b>0</b>	<b>0</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	14	Elliott Slough Bridge Seismic Retrofit Elliott Slough Bridge to SR 101 Seismic Retrofit	WA-07994  08525900					44			EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0		0	50,000	50,000
P	CN	2030		0		0	250,000	250,000
<b>Totals</b>				<b>0</b>		<b>0</b>	<b>300,000</b>	<b>300,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	50,000	0	0	0
CN	0	0	0	250,000	0
<b>Totals</b>	<b>0</b>	<b>50,000</b>	<b>0</b>	<b>250,000</b>	<b>0</b>

# Six Year Transportation Improvement Program From 2027 to 2032

Agency: Aberdeen

County: Grays Harbor

MPO/RTPO: SWW RTPO

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	19	US 101 Culvert Replacement US 101 MP 85.71 to MP 85.77 Replace existing culverts (2) on Fry Creek with reinforced concrete arch bridge. Two locations, Northbound (Sumner Ave) & Southbound (Simpson Ave)	WA-09137					08		0.060		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PL	2028		0		0	100,000	100,000
P	PE	2030		0	OTHER	350,000	0	350,000
P	RW	2031		0	OTHER	150,000	0	150,000
P	CN	2031		0	OTHER	3,000,000	0	3,000,000
<b>Totals</b>				<b>0</b>		<b>3,500,000</b>	<b>100,000</b>	<b>3,600,000</b>

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PL	0	100,000	0	0	0
PE	0	0	0	350,000	0
RW	0	0	0	0	150,000
CN	0	0	0	0	3,000,000
<b>Totals</b>	<b>0</b>	<b>100,000</b>	<b>0</b>	<b>350,000</b>	<b>3,150,000</b>

	Federal Funds	State Funds	Local Funds	Total Funds
<b>Grand Totals for Aberdeen</b>	<b>22,934,583</b>	<b>67,954,907</b>	<b>7,965,652</b>	<b>98,855,142</b>



CITY OF ABERDEEN  
Washington  
Since 1884

## Request for Council Action

Date Action is Requested: April 8, 2026

Subject: **Volunteer Museum Collections Manager Contract**

### COMMITTEE:

- Finance  Public Works  
 Public Safety  Special Agenda Item

### TYPE OF ACTION REQUESTED:

- Ordinance  Resolution  
 Motion  Discussion  
 No Action - Information Only  Other

### SUMMARY OF REQUEST:

Seeking Council approval authorizing the Mayor to sign the contract between History98520, a non-profit organization formerly known as The Friends of the Aberdeen Museum.

### 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:

There is no fiscal cost.

### 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 City advertised a Request for Qualifications seeking qualified individuals or organizations to serve as a Collections Manager for the City’s historical artifacts and archival materials. The City owns and retains thousands of artifacts, but does not have a public museum facility, nor does it have the staffing resources to care for these irreplaceable public assets.

History9852 was the only organization to submit qualifications to serve as volunteer collections manager. They have a long, dedicated history of working with and preserving the collection. Volunteers from their organization currently serve as archival experts in the warehouse creating an inventory of all the surviving artifacts and photographs. Members from their organization also served on the now-disbanded City Museum Board. They have been dedicated to the proper care and showcasing of the artifacts.

**RECOMMENDATION(S):**

Authorize the Mayor to sign the volunteer services agreement between the City and History98520.

**REVIEWED BY LEGAL:**       YES       NO       NOT REQUIRED

**ATTACHMENTS: .**

- Volunteer Services Agreement

Ruth Clemens, City Administrator

Staff Name

Sydney Swor, Council President

Committee Chair Name

Staff Signature

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 checked="" type="checkbox"/> Fiscal Responsibility   | <input type="checkbox"/> Communications & Outreach                    |



CITY OF ABERDEEN  
Washington  
Since 1884

## Request for Council Action

Date Action is Requested: June 10, 2026

Subject: **Museum Collection Committee Deaccession Recommendations**

### COMMITTEE:

- Finance  Public Works  
 Public Safety  Special Agenda Item

### TYPE OF ACTION REQUESTED:

- Ordinance  Resolution  
 Motion  Discussion  
 No Action - Information Only  Other

### SUMMARY OF REQUEST:

The Museum Collection Committee is requesting to the deaccession of the attached list of items.

### 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:

No 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 will require city staff time and/or labor.  
 This action has no budgetary implications.  
 This action will reduce expenditures.  
 Other:

**BACKGROUND/RATIONALE:**

The Museum Collections Committee met in April and May and have come up with a list of items that are requesting for deaccession from the museum collection. Attached is a list of items.

**RECOMMENDATION(S):**

Please approve the list of items for deaccession.

**REVIEWED BY LEGAL:**       YES       NO       NOT REQUIRED

**ATTACHMENTS: .**

- DEACCESSION LIST

Ruth Clemens, City Administrator  
\_\_\_\_\_  
Staff Name

Sydney Swor  
\_\_\_\_\_  
Council President

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Council President Signature

**This request aligns with the following City Council Values:**

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

Object Name	Reason for Deaccession	Disposal Method	Authorized by	Approval Date	Council Approved
Wooden Conrail Whistle	No local relevance	Hold for future sale	Museum Collections †	4/23/2026	
Wooden paddle	No local relevance	Hold for future sale	Museum Collections †	4/23/2026	
Ostrich/Emu Feathers	No local relevance	Hold for future sale	Museum Collections †	4/23/2026	
The American Newspaper	No local relevance	Hold for future sale	Museum Collections †	4/23/2026	
Synthetic Wigs (4)	No local relevance	Hold for future sale	Museum Collections †	4/23/2026	
Styrofoam Wig Form	No local relevance	Hold for future sale	Museum Collections †	4/23/2026	
Assorted Vintage Photos	No local relevance	Hold for future sale	Museum Collections †	4/23/2026	
Assorted Finnish Photos	No local relevance	Transfer to other museum or historical society	Museum Collections †	4/23/2026	
Montesano Photograph	No local relevance	To Chehalis Valley Historical Society	Museum Collections †	5/20/2026	
Montesano Advertisement	No local relevance	To Chehalis Valley Historical Society	Museum Collections †	5/20/2026	
Ocean City Ribbon	No local relevance	To North Beach Museum/Moclips	Museum Collections †	5/20/2026	
Plaster Cat Figurine	No local relevance	Hold for future sale	Museum Collections †	5/20/2026	
Ivar Mohonen Book	No local relevance	Poor condition – junk	Museum Collections †	5/20/2026	
U.S. Map	No local relevance	Hold for future sale	Museum Collections †	5/20/2026	
Movie Projector Speaker	No local relevance	Polson Museum	Museum Collections †	5/20/2026	
Rek-0-Cut Machine	No local relevance	The Music Project	Museum Collections †	5/20/2026	
Assorted US Flags	No local relevance	VFW for proper disposal	Museum Collections †	5/20/2026	

## VOLUNTEER SERVICES AGREEMENT

This Agreement (“Agreement”) is dated effective this \_\_\_\_ day of \_\_\_\_\_, 2026. This Agreement is by and between the City of Aberdeen, a Washington municipal corporation (“City”), and Friends of the Aberdeen Museum, dba History 98520 (“Volunteer”), collectively known as the parties (“Parties”).

A. The City seeks the professional services of a qualified Collections Manager for the City’s historical artifacts and archival materials. The Volunteer shall be Volunteer capable of working without direct supervision and familiar with the City’s municipal code, resolutions, regulations, policies, and related documents.

B. The Volunteer, by entering into the Agreement, represents that it has the requisite skills and experience necessary to perform and provide such services in a competent and professional manner.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, the Parties agree to the following terms and conditions:

### 1. Services.

1.1 Services. Volunteer shall provide the services and equipment as specified pursuant to the terms more specifically described in “Exhibit A – Scope of Services,” attached hereto and incorporated by this reference (“Services”), in a manner consistent with the accepted practices and standards for other similar services, performed to the City’s satisfaction, within the time-period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Compliance with Laws. Volunteer shall comply with and perform the Services in accordance with all applicable federal, state, and City laws, including, but not limited to, the City of Aberdeen’s Municipal Code, and all other City resolutions, standards or policies, as now existing or hereafter adopted or amended.

1.3 Performance Standard. In the performance of services under this Agreement, Volunteer and its employees or designees, promise to exercise the degree of skill and care required by customary and generally accepted practices, standards, and procedures adopted by Volunteers’ rendering the same or similar type of service. All duties shall be performed in the manner consistent with those customary and generally accepted practices, and the Volunteer shall be responsible for the professional and technical soundness and accuracy of all work and services furnished pursuant to this Agreement.

2. Term. The term of this Agreement shall commence upon the effective date of this Agreement and shall expire on December 31, 2028. This Agreement may be extended by mutual written agreement of the Parties.

**3. Termination.** Prior to the expiration of the Term, this Agreement may be terminated by either party upon prior written notice. Both Parties will strive to provide at least 30 days' notice of termination.

**4. Compensation.**

4.1 Total Compensation. The Parties acknowledge and agree that the Services to be performed under this Agreement are provided on a volunteer, non-compensated basis. No fees, wages, stipends, or other monetary compensation shall be paid by the City to the Volunteer, nor shall the Volunteer charge or seek compensation from the City for services rendered under this Agreement

4.2 Method of Payment. No payment shall be made under this Agreement. The Volunteer expressly agrees that it shall no submit invoices or requests for payment, and the City shall have no obligation to process or issue payment for any Services performed pursuant to this Agreement.

4.3 Volunteer Responsible for Taxes. Because no compensation is provided under this Agreement, the Volunteer shall not be considered an employee of the City for any purpose. The Volunteer shall be solely responsible for any federal, state, or local tax obligations that may arise in connection with its activities under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee relationship, partnership, or joint venture between Parties.

4.4 Reimbursement of Expenses. Unless otherwise expressly authorized in writing by the City in advance, the Volunteer shall bear all costs and expenses incurred in connection with the performance of the Services under this Agreement. The City shall have no obligation to reimburse the Volunteer for any expenses, including but not limited to travel, materials, supplies, or administrative costs.

**5. Consideration.** "he Parties hereby acknowledge and agree that the Volunteer shall derive substantial benefits from the Volunteer's performance of the Volunteer Services, including, but not limited to, (i) access to historic museum artifacts, (ii) marketing experience, (iii) preserving local history, (iv) traditions and identity, (v) drive tourism, (vi) attract grants, sponsorships, and partnerships, (vii) create and establish programming, (viii) eligibility for loans and traveling exhibits, and/or (ix) builds trust with donors.

**6. Volunteer to Direct Work.** Volunteer shall control and direct the performance of the work or project of Volunteer pursuant to this Agreement, subject to the City oversight. The City reserves the right to inspect, review, and approve of the work or project of Volunteer to assure that it has been completed as specified, before payment. Volunteer will provide a bi-annual (twice a year) update to the Aberdeen City Council.

7. **Warranty.** The Volunteer warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City by obtaining a City business registration if required by municipal code.

8. **Security and Damages.** The Volunteer shall be responsible for security of its equipment and assumes all risk of damage, theft or loss to Volunteer's equipment and supplies occurring from any nature whatsoever. Additionally, Volunteer shall be responsible for any maintenance costs and repair costs resulting from any damage or loss from any source whatsoever to its equipment or supplies. Volunteer agrees that neither damage to or loss of its equipment shall be applied to or claimed against City property or the City's liability insurance.

8.1 **Volunteer.** It is the intention and understanding of the Parties that the Volunteer shall be providing Services in an unpaid, voluntary, Volunteer capacity and that the City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax, which may arise as an incident of employment. The Volunteer shall pay all income and other taxes as due. Industrial or any other insurance, which is purchased for the benefit of the Volunteer, shall not be deemed to convert this Agreement to an employment contract.

8.2 **City's Right of Supervision and Inspection.** Even though Volunteer is an independent Volunteer with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof.

8.3 **Work Performed at Volunteer's Risk.** Volunteer shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Volunteer's own risk, and Volunteer shall be responsible for any loss or damage to materials, tools, or other articles used or held for use in connection with the work.

8.4 **Conflict of Interest.** It is recognized that the Volunteer may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Services the Volunteer will provide, provided, however, that such performance of other Services shall not conflict with or interfere with Volunteer's ability to perform the Services. Volunteer agrees to resolve any such conflicts of interest in favor of the City.

9. **Independent Volunteer/Conflict of Interest.**

10. **Discrimination Prohibited and Compliance with Equal Opportunity Legislation.** In all Volunteer services, programs or activities, and all Volunteer hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Volunteer or by Volunteer's employees, agents, subvolunteers or representatives against any person because of sex, age, (except minimum age and retirement provisions), race, color,

creed, national origin, marital status, religion, sexual orientation or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Volunteer shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Volunteer's breach, may result in ineligibility for further City agreements.

## **11. Confidentiality.**

11.1 Safeguarding of Information. All information regarding the City obtained by the Volunteer in performance of this Agreement shall be considered confidential. The Volunteer shall safeguard all written information submitted by the City to the Volunteer in connection with the services performed by the Volunteer under this Agreement to at least the same extent as the Volunteer safeguards like information relating to its own business or profession. Breach of confidentiality by the Volunteer will be grounds for immediate termination.

11.2 Disclosure of Information. Volunteer shall not, without the prior written consent of the City, disclose to third parties information that is not otherwise subject to public disclosure unless:

- a. The information is known to Volunteer prior to receiving the same directly or indirectly in connection with the work or project;
- b. The information is in the public domain at the time of disclosure by Volunteer; or
- c. The information is received by Volunteer from a third party who does not have an obligation to keep the same confidential.

## **12. Work Product and Ownership of Records and Documents.**

12.1 Return of Work Product. All originals and copies of work product, including records, files, documents, reports, plans, sketches, layouts, designs, design specifications, computer disks, magnetic media or material which may be produced or modified by the Volunteer while performing the services shall belong to the City. At the termination or cancellation of this Agreement, all copies of any such work product remaining in the possession of the Volunteer shall be delivered to the City and shall become the property of the City. Files containing the written record of the Volunteer's services shall be delivered to the City.

12.2 Use of Work Product. The City acknowledges that the documents and records prepared by the Volunteer are prepared specific to the work or project described herein. If the City modifies or uses any of the documents for other projects or purposes without the written approval

of the Volunteer, the City releases the Volunteer from all responsibility for any errors or omissions therein with respect to such modification or use.

**13. Insurance and Indemnification.** Insurance and indemnification shall be as required by Exhibit C attached hereto and incorporated by this reference.

**14. Maintenance/Inspection of Records.**

14.1 Public Records. The Parties agree that this Agreement and records related to the performance of the Agreement are, with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Volunteer acknowledges that any record, document, work product or correspondence created by Volunteer may be subject to the Public Records Act.

Further, in the event of a Public Records Request to the City, the City may provide the Volunteer with a copy of the Records Request and the Volunteer shall provide copies of any City records in Volunteer's possession, necessary to fulfill that Public Records Request within 14 calendar days. If the Public Records Request is large the Volunteer will provide the City with an initial installment of records within 14 business days and an estimate of reasonable time needed to fulfill the remainder of the public records request.

**15. Compliance with Grant Terms and Conditions.** Volunteer shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Volunteer's work hereunder.

**16. General Provisions.**

16.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose. All attachments and addendum are incorporated herein by this reference, and shall be a part of this Agreement.

16.2 Modification. No provisions of this Agreement may be amended, modified or an additional obligation assumed by either Party except by written agreement signed by the Parties.

16.3 Full Force and Effect. Any section or provision of this Agreement which is adjudicated invalid or illegal shall in no way affect or invalidate any other section or provision hereof and such other sections or provisions shall remain in full force and effect.

16.4 Subletting/Assignment. Neither the Volunteer nor the City shall have the right to sublet, transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

16.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective representatives, successors in interest, heirs and assigns.

16.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

16.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

16.8 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington and venue shall be exclusively in Grays Harbor County.

16.9 Authority. Each individual executing this Agreement on behalf of the City and the Volunteer represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Volunteer or the City.

16.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

16.11 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

16.12 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

16.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument and, collectively, constitute the entire Agreement.

16.14 Captions. The respective captions of the Sections/Titles of this Agreement are inserted for convenience of the Parties for reference only and shall not be deemed to modify, explain, simplify, or aid in the interpretation of the provisions or otherwise affect any of the provisions of this Agreement.

16.15 No Third Party Beneficiary. It is the specific intent of the Parties, and all Parties agree, that this Agreement shall not confer third party beneficiary status on any non-party.

16.16 No Joint Venture. This Agreement does not create a partnership or joint venture, and in carrying out this Agreement, the Parties shall act in their individual capacities and not as agents, employees, or partners of one another.

16.17 Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance due to a cause beyond its reasonable control. The Parties shall promptly resume performance hereunder after the force majeure event has passed.

16.18 Survivability. The obligation of Volunteer under all provisions of this Agreement, which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement shall survive the completion, termination, or cancellation of this Agreement.

16.21 Ambiguities. Each party and its counsel, if any, have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

Executed on the dates written below.

VOLUNTEER

CITY OF ABERDEEN

By:

By:

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Douglas Orr, Mayor

Address:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### Scope of Services

#### Collections Care & Preservation

- Provide guidance on proper handling, storage, and preventative conservation of artifacts
- Assess current storage conditions and identify preservation risks
- Recommend basic environmental security, and storage improvements
- Advise on conservation priorities (no hands-on conservation required unless qualified)

#### Documentation & Inventory

- Review, organize, and improve existing inventories and records
- Assists with cataloging artifacts using accepted museum or archival standards
- Help establish or refine a collection tracking system (digital or physical)
- Identify undocumented or at-risk items

#### Policy & Stewardship Guidance

- Assist the City in developing or updating basic collections policies, including:
  - Collections care and handling
  - Accession and deaccession principles
  - Ethical stewardship and public trust
- Provide professional judgement on loans, use, or movement of artifacts

#### Strategic & Advisory Support

- Advise the City on long-term stewardship planning
- Support grant readiness or documentation related to collections care
- Provide guidance relevant to future museum, exhibitions, or interpretive opportunities

#### Collaboration & Reporting

- Coordinate periodically with City staff
- Provide brief written updates or summaries as requested
- Support a transparent and accountable stewardship process

The scope and commitment of time will be refined collaboratively based on availability and qualifications.

**EXHIBIT B  
TAX IDENTIFICATION NUMBER**

**CITY OF ABERDEEN**

In order for you to receive reimbursement from the City of, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City before or along the submittal of the first billing voucher.

Please check the appropriate category:

Corporation       Partnership       Government Agency  
 Individual/Proprietor       Other (please explain)

TIN#:    - - - - -

SS#:    - - - - -

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

**EXHIBIT C**  
**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**Indemnification / Hold Harmless**

The Volunteer shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Volunteer and the City, its officers, officials, employees, and volunteers, the Volunteer's liability hereunder shall be only to the extent of the Volunteer's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Volunteer's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification.

When the City provides the Volunteer with notice of a Public Records Request, Volunteer agrees to save, hold harmless, indemnify and defend the City, its officers, agents, employees and elected officials from and against claims, lawsuits, fees, penalties and costs resulting from the Volunteer's violation of the Public Records Act RCW 42.56, or Volunteer's failure to produce public records as required under the Public Records Act. Records shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past any formal retention period imposed by Washington State Archives, grant or other applicable law or regulation.

***This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.***

**A. Insurance Term**

The Volunteer shall procure and maintain insurance, as required in this Section, without interruption from commencement of the Volunteer's work through the term of the contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein.

**B. No Limitation**

The Volunteer's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Volunteer to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**C. Minimum Scope of Insurance**

The Volunteer's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be as least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent Volunteers, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under the Volunteer's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability/Volunteer's Errors and Omissions Liability.

**D. Minimum Amounts of Insurance**

The Volunteer shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.
3. Professional Liability/Volunteer's Errors and Omissions Liability. \$2,000,000 per claim and \$2,000,000 as an annual aggregate. Such coverage, with City approval, may be written on a claims-made basis. If the Professional Errors and Omissions Insurance is on a claims-made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims-made policy form shall not be less than 36 months following expiration of the policy.

**E. City Full Availability of Volunteer Limits**

If the Volunteer maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Volunteer, irrespective of whether such limits maintained by the Volunteer are greater than those required by this contract or whether any certificate of insurance furnished to the City evidence limits of liability lower than those maintained by the Volunteer.

**F. Other Insurance Provision**

The Volunteer's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Volunteer's insurance and shall not contribute with it.

**G. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**H. Verification of Coverage**

The Volunteer shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of the Volunteer before commencement of the work. Upon request by the City, the Volunteer shall furnish certified copies of all required insurance policies, including endorsements, required in this contract and evidence of all SubVolunteers' coverage.

**I. SubVolunteers' Insurance**

The Volunteer shall cause each and every SubVolunteer to provide insurance coverage that complies with all applicable requirements of the Volunteer-provided insurance as set forth herein, except the Volunteer shall have sole responsibility for determining the limits of coverage required to be obtained by SubVolunteers. The Volunteer shall ensure that the City is an additional insured on each and every SubVolunteer's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**J. Notice of Cancellation**

The Volunteer shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation within two business days of their receipt of such notice.

**K. Failure to Maintain Insurance**

Failure on the part of the Volunteer to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the

Volunteer to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Volunteer from the City.



CITY OF ABERDEEN  
Washington  
Since 1884

## Request for Council Action

Date Action is Requested: June 10, 2026

Subject: **Willapa Behavioral Health & DOH Discussion**

### COMMITTEE:

- Finance  Public Works  
 Public Safety  Special Agenda Item

### TYPE OF ACTION REQUESTED:

- Ordinance  Resolution  
 Motion  Discussion  
 No Action - Information Only  Other

### SUMMARY OF REQUEST:

Councilmember Deb Hodgkin and the City Administrator have been working on a strategy to address the syringe exchange program that is being operated in Aberdeen. One part of the strategy includes a discussion with Willapa Behavioral Health and State Department of Health. Does the Council wish to have a workshop that would allow for extended dialogue with these stakeholders, or does it wish to have a presentation at a regular meeting with a portion dedicated to questions from the council?

### 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 is a discussion item.

### 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.

