



Shelton City Council
Meeting Agenda
February 2, 2021 at 6:00 p.m.
Virtual Platform

A. Call to Order

- Pledge of Allegiance
- Roll Call
- Late Changes to the Agenda

B. Council Reports

C. Consent Agenda (Action)

1. Voucher numbered 103939 in the amount of \$16,118.04
2. Vouchers numbered 103940 through 103998 in the total amount of \$139,001.36
3. Vouchers numbered 103999 through 104027 in the total amount of \$119,326.10
4. Vouchers numbered 104029 through 104069 in the total amount of \$40,274.45
5. Payroll warrants numbered 3891 through 3892 and 6374 through 6415 and 6416 through 6514. Warrants 103697 through 103717 in the amount of \$756,866.78
6. Payroll warrants numbered 3893 and 6515 through 6555 and 6556 through 6654. Warrants 103904 through 103924 in the amount of \$766,454.96
7. Mason County Historical Society Museum 4th Quarter LTAC Report – Written by Director Liz Arbaugh
8. Shelton-Mason County Chamber of Commerce 4th Quarter LTAC Report – Written by President/CEO Heidi McCutcheon
9. Minutes from Business Meeting of December 1, 2020

D. Presentations

1. Stormwater Rate Presentation #1 – Presented by FCS Group Project Manager Tage Aaker
2. Workforce Housing Project – Presented by Equity Plus, LLC

E. General Public Comment (3-minute time limit)

F. Business Agenda (Study/No Action/Public Comment Taken)

1. Public Hearing – Ordinance No. 1965-0121 Dept. of Ecology 2019 Stormwater Manual Adoption – Presented by City Engineer Ken Gill

G. Action Agenda (Action/Public Comment Taken)

1. Civic Center Rotating Art Gallery Recommendations – Presented by Community Development Director Mark Ziegler
2. Ordinance No. 1964-0121 2020 Supplemental Budget – Presented by Finance Director Aaron BeMiller
3. Resolution No. 1183-1120 On-Call Qualified Pool List Contracts – Presented by Public Works Director Jay Harris

H. Administration Reports

- City Manager Report

I. New Items for Discussion

J. Announcement of Next Meeting – February 16, 2021 at 6:00 p.m.

K. Adjourn

Special Note for Public Participation

The meeting can be viewed at: masonwebtv.com

The public can provide comments by:

Email: jeff.niten@sheltonwa.gov

Telephone: (360) 432-5105

Joining the Zoom meeting by clicking on the link posted on the City Council's webpage



Your comments will be relayed directly to the Council.



2021 Looking Ahead

(Items and dates are subject to change)

Fri. 2/12		Notice to The Journal for Public Hearing on 3/2 to be published on 2/18	N/A
Tues. 2/16 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • FCS Group Stormwater Rate Presentation #2 • Veterans Village Presentation Business Agenda <ul style="list-style-type: none"> • Public Hearing Ordinance No. 1966-0121 2018 International Building Codes • Memorandum of Understanding Shelton Skate Park Action Agenda <ul style="list-style-type: none"> • Ordinance No. 1965-0121 Dept. of Ecology 2019 Stormwater Manual Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 2/5 – 5:00 p.m.
Tues. 3/2 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • FCS Group GFC Presentation Business Agenda <ul style="list-style-type: none"> • Public Hearing Ordinance No. 1963-1220 Franchise Agreement – PUD #3 • Resolution No. 1186-1220 Surplus Computer Equipment Action Agenda <ul style="list-style-type: none"> • Ordinance No. 1966-0121 2018 International Building Codes • Memorandum of Understanding Shelton Skate Park Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 2/19 – 5:00 p.m.
Tues. 3/16 5:50 p.m.	SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Meeting Minutes Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 3/5 – 5:00 p.m.

Tues. 3/16 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes <p>Presentations</p> <ul style="list-style-type: none"> • <p>Business Agenda</p> <ul style="list-style-type: none"> • Public Hearing Ordinance No XXXX-XXXX Consideration of Surplus Property • Public Hearing Ordinance No. XXXX-XXXX Consideration of Purchase & Sale Agreement • Public Hearing Ordinance No. 1962-1220 Consideration of Workforce Housing Development Agreement <p>Action Agenda</p> <ul style="list-style-type: none"> • Ordinance No. 1963-1220 Franchise Agreement – PUD #3 • Resolution No. 1186-1220 Surplus Computer Equipment <p>Administration Report</p>	Packet Items Due: Fri. 3/5 – 5:00 p.m.
Tues. 4/6 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes <p>Presentations</p> <ul style="list-style-type: none"> • <p>Business Agenda</p> <ul style="list-style-type: none"> • Public Hearing Ordinance No. 1961-1220 City of Shelton Code Chapter Consolidation-Utility Taxes <p>Action Agenda</p> <ul style="list-style-type: none"> • Ordinance No XXXX-XXXX Consideration of Surplus Property • Ordinance No. XXXX-XXXX Consideration of Purchase & Sale Agreement • Ordinance No. 1962-1220 Consideration of Workforce Housing Development Agreement <p>Administration Report</p> <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 3/26 – 5:00 p.m.
Tues. 4/20 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes <p>Presentations</p> <ul style="list-style-type: none"> • <p>Business Agenda</p> <ul style="list-style-type: none"> • <p>Action Agenda</p> <ul style="list-style-type: none"> • Ordinance No. 1961-1220 City of Shelton Code Chapter Consolidation-Utility Taxes <p>Administration Report</p> <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 4/9 – 5:00 p.m.
Tues. 5/4 6:00 p.m.	Regular Meeting	<p>Consent Agenda</p> <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes <p>Presentations</p>	Packet Items Due: Fri. 4/23 – 5:00 p.m.

		<ul style="list-style-type: none"> • Business Agenda • Action Agenda • Administration Report • 	
Tues. 5/18 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations • Business Agenda • Action Agenda • Administration Report • 	Packet Items Due: Fri. 5/7 – 5:00 p.m.

Other – TBD

- UGA/Annexation Policy (Water/Sewer Extensions)
- Outside City Water/Sewer Extensions
- More Standing Committees by the Council
- June 1, 2021 – C Street Update
- December 7, 2021 – C Street Update

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers numbered 103939 in the amount of \$16,118.04 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 11th of January, 2021.


Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this _____ of _____, 2021.

Mayor Kevin Dorcy

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Megan Fiess

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers number 103940 through number 103998 in the total amount of \$139,001.36 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 14th of January, 2021.


for Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this _____ of _____, 2021.

Mayor Kevin Dorcy

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Megan Fiess

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers number 103999 through number 104027 in the total amount of \$119,326.10 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 15th of January, 2021.

John Schnitzler
Accounting Manager
for Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this _____ of _____, 2021.

Mayor Kevin Dorey

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Megan Fiess

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers number 104029 through number 104069 in the total amount of \$40,274.45 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 22nd of January, 2021.

Debi Schmitzer, Accounting Manager
for Director of Financial Services

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the vouchers contained herein are approved for payment.

Signed this _____ of _____, 2021.

Mayor Kevin Dorcy

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Megan Fiess

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described within payroll warrants numbered 3891 through 3892 and 6374 through 6415 and 6416 through 6514. Warrants 103697 through 103717 in the amount of \$756,866.78 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 21st of January, 2020.



Administrative Services Director

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the payroll warrants contained herein are approved for payment.

Signed this _____ of _____, 2020.

Mayor Dorcy

Deputy Mayor Peterson

Councilmember Boad

Councilmember Fiess

Councilmember McDowell

Councilmember Onisko

Councilmember Schmit

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described within payroll warrants numbered 3893 and 6515 through 6555 and 6556 through 6654. Warrants 103904 through 103924 in the amount of \$766,454.96 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 21st of January, 2020.



Administrative Services Director

We, the undersigned members of the City Council of Shelton, Washington, do hereby certify that the payroll warrants contained herein are approved for payment.

Signed this _____ of _____, 2020.

Mayor Dorcy

Deputy Mayor Peterson

Councilmember Boad

Councilmember Fiess

Councilmember McDowell

Councilmember Onisko

Councilmember Schmit



4th Quarter 2020 Visitor Information Report
December 31, 2020

<u>Month</u>	<u>Out of Country</u>	<u>Out of State</u>	<u>Out of Area</u>	<u>Museum Attendance</u>
October	0	7	19	89
November	0	1	5	32
December	0	0	0	0
Totals		8	24	121

- The museum closed on November 14th, 2020, in compliance with Washington State Covid-19 statewide restrictions and remained closed through the end of 2020.
- The museum has 3 part-time staff members who continue to maintain office hours to fulfill 3-4 research requests per week, publish articles about local history for the Shelton-Mason County Journal, and perform general office functions.
- Staff are working hard on projects to enhance the museum, including reconfiguration of the gallery spaces, and updating exhibits to improve interpretation of artifacts.
- The Mason County Historical Society Museum website had over 1050 unique visits during the last quarter of 2020, and the society's Facebook page has over 3000 followers.
- Staff has redone promotional materials for the museum.
- The museum packaged and shipped approximately \$1500 worth of books and videos sold on our website. These books were sold nationwide. Sunshine Creations in Hoodspport is also selling our books that pertain to Hoodspport history.
- Exhibit boards, produced by MCHS, promoting the history of the various communities in Mason County can be found at the HUB in Belfair, Cameo Boutique in Union, and Sunshine Creations in Hoodspport.

The Mason County Historical Society thanks the city of Shelton for its continued support.



Photo credit: Paul Cooper

chamber
SHELTON MASON COUNTY

4th Quarter 2020

LTAC UPDATE

prepared for City of Shelton

VISITOR SERVICES

Chamber Office

The Chamber office currently responds to all visitor information inquiries. Overall, this year has seen a spike of telephone and website contact mostly with questions about access/closures related to COVID-19 guidelines for places to visit or stay within the city and county. A fair number of requests were received for relocation and visitor packets from people outside of our area.

Despite COVID restrictions, tourism to the Olympic Peninsula still drew unprecedented numbers of visitors given to our area given its access to recreation destinations.





Sorry We Missed You!

THE CABOOSE IS TEMPORARILY CLOSED FOR REPAIRS.

Please visit our Chamber office for visitor information services.

We are located directly across the street at 215 W Railroad Ave.
Monday-Friday, 8:00a-5:00p

We may be reached at (360) 426-2021
masonchamber.com

VISITOR SERVICES

Chamber Caboose

The Caboose reopened in early October and was accessible on weekdays from 8:00a-5:00p. Two weeks later, the heat quit working and a leak was discovered in the bathroom requiring closure to complete repairs.

The Caboose now has a new ductless heating system courtesy of Bradley Air Company. A new toilet was installed and the bathroom floor was replaced with donated materials from Vintage Handyman.

As usual, the Caboose and Tollie boasted bright lights, bows, and garland galore for the holiday season, complimenting the City Christmas lights on Railroad Ave and the Chamber's streetlamp decorations strung throughout town.

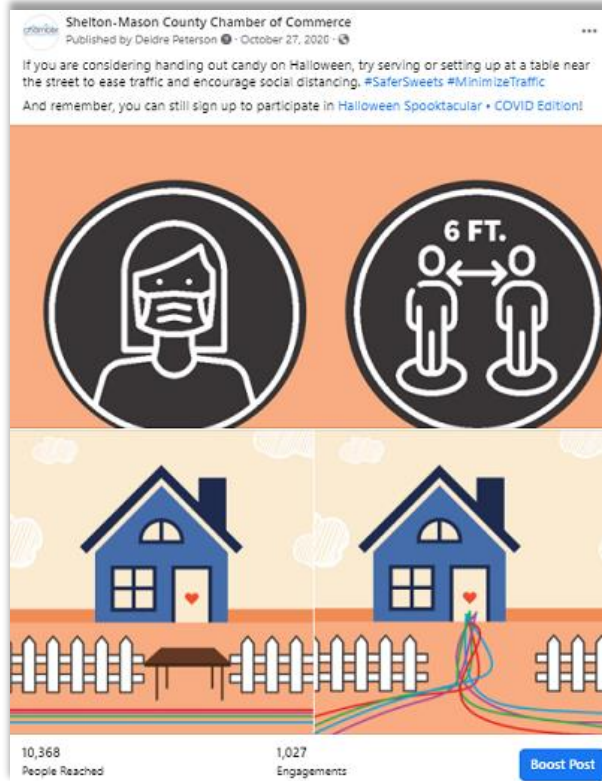


Top post: Wondering about all the little trees around town?



23,337 total reach
60,209 viral impressions
3,954 engagements

Runner up: If you are considering handing out candy on Halloween,



10,368 total reach
33,988 viral impressions
1,027 engagements

FACEBOOK

Chamber Pages and Groups

The **Shelton-Mason Chamber of Commerce** Facebook page continues to be an effective way to share relevant business news, community events, points of interest, and information on hot topics.

Mason Chamber page

Total reach: 2,209,216
 Engagement: 243,009
 Followers: 3,479
 Takeout Group: 3,798

The **Hood Canal Visitor Center** Facebook page shares a tourism related topic at least once daily. This includes suggestions for things to do and places to visit in the Hood Canal region, including City of Shelton, Mason County, Washington State Parks, and Olympic National Forest and Park.

Hood Canal page

Total reach: 467,766
 Engagement: 43,103
 Followers: 812



BUSINESS MATTERS

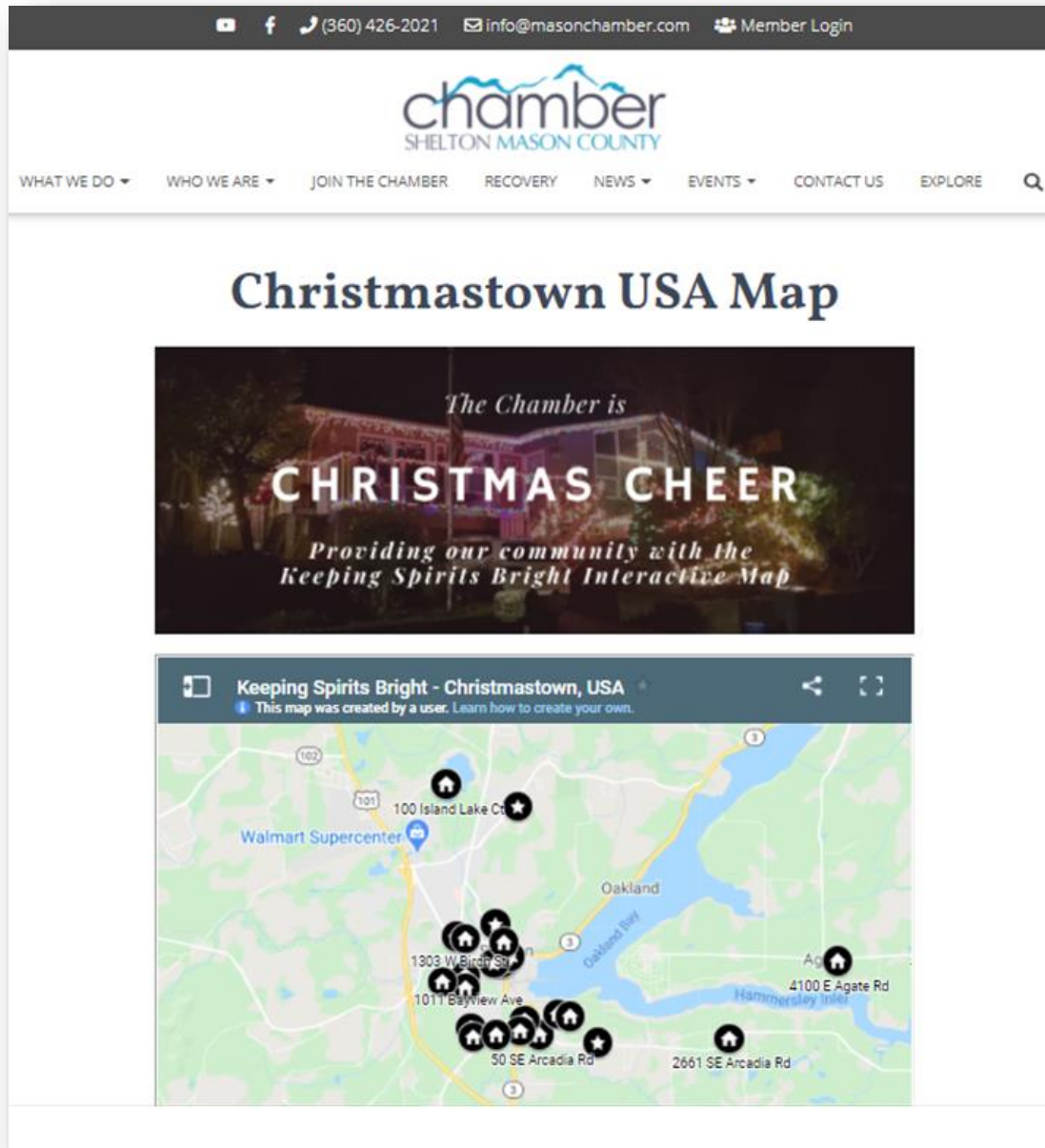
Quarterly issues resume in November

The Chamber's *Business Matters* publication resumed quarterly production and was distributed in November. Approximately 24,000 copies were sent as an insert within the *Shelton-Mason County Journal* to all subscribers and Chamber members. Copies are also placed in area businesses, information centers, convention bureaus, and the Chamber office and visitor centers.

Space within each issue is reserved for communicating local event happenings, public interest topics, news tidbits, recreational offerings, and a complete Chamber member directory.

This specific issue featured Brent Mitchel-Gaudet, the Chamber's new Hood Canal Visitor Center Manager. This 32-page issue also includes city happenings and updates.

Disclaimer: no LTAC Funding is used to produce Business Matters.



MASONCHAMBER.COM

Analytics and Traffic

Overall, the Chamber website attracted 18,070 page views in Q4. The most popular content landing page was the interactive Christmastown light display map with 2,911 pageviews.

Top searches during this period were mostly related to local event calendars and holiday activities for both Halloween and Christmas.

The most popular page was /christmastown-map which introduced our inaugural Tour of Lights, dubbed **Keeping Spirits Bright**. Any business or individual was invited to participate in the contest across Mason County. The effort was launched in collaboration with Celita and Isiah Johnson, who initially created a Facebook group for **Shelton/Mason County Christmas Lights**.

Winners were announced for Commercial, City Residential, and County Residential categories. Due to high popularity with the community, the map and light displays will remain lit until January 29.



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes
December 1, 2020 – 6:00 p.m.
Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Kevin Dorcy
Deputy Mayor Deidre Peterson
James Boad
Megan Fiess
Kathy McDowell
Eric Onisko
Joe Schmit

Personnel:

City Manager Jeff Niten
City Clerk Donna Nault
Finance Specialist Don Kuismi
Public Works Director Jay Harris
City Engineer Ken Gill

CALL TO ORDER

Call to Order: 6:00 p.m.
Pledge of Allegiance: Councilmember Boad
Roll Call: City Clerk Nault – All present

LATE CHANGES TO THE AGENDA

No changes to the Agenda.

Mayor Dorcy – The public is able to make comments on both the business and action agenda. There are three options for the public to participate in the meeting: (1) join the Zoom meeting by clicking on the link on the city's website, (2) email jeff.niten@sheltonwa.gov and (3) by calling 360-432-5105.

CONSENT AGENDA

1. Voucher numbered 103526 in the amount of \$9,887.28
2. Vouchers numbered 103527 through 103564 in the total amount of \$206,776.31
3. Vouchers numbered 103575 through 103614 in the total amount of \$456,353.84
4. Minutes:
 - Business Meeting of August 18, 2020
 - Business Meeting of September 1, 2020

A motion was made by Councilmember McDowell and seconded by Councilmember Onisko. Passed.

GENERAL PUBLIC COMMENT

No public comment.

PRESENTATIONS:

No presentations.

Mayor Dorcy recessed from the regular business meeting and opened a public hearing on Ordinance No. 1950-0320.

BUSINESS AGENDA

1. Public Hearing – Ordinance No. 1950-0320 Budget Amendment for 2020 – Presented by Finance Specialist Don Kuismi

Finance Specialist Kuismi provided an overview of the supplemental Ordinance, which increases expenditure authority of the Tourism and Sewer Funds and increases the General Fund by one full-time employee.

GENERAL PUBLIC COMMENT

Due to the virtual platform, there was a 30-second delay to allow for public testimony. No public testimony.

City Clerk Nault provided the first reading of Ordinance No. 1950-0320.

City Council comments:

- LTAC funds are an excellent source for new opportunities that build connection and community pride. The program should be supported and processes followed to ensure the fairness of the funding program.
- The LTAC program and its process has been long standing with the City. When great ideas come forward, it is important to ensure they are within the operating procedures and process of the LTAC program.
- LTAC funding should remain consistent with following the standard procedures for dissemination of monies based on the award and not submitted for budget supplements.

A motion was made by Councilmember Schmit and seconded by Councilmember Fiess to add Ordinance No. 1950-0320 to the December 15, 2020, Action Agenda. Passed.

Mayor Dorcy closed the public hearing and resumed the regular business meeting.

ACTION AGENDA

1. C Street Landfill Update – Presented by City Engineer Ken Gill

Following the Department of Ecology's approval of the Remedial Investigation/Feasibility Study and the recent acceptance of the draft Cleanup Action Plan (dCAP), the Department of Ecology will draft an agreed order to implement the Cleanup Action Plan that will be available for public review and comment.

GENERAL PUBLIC COMMENT

Due to the virtual platform, there was a 30-second delay to allow for public comment. No public comment.

2. Ordinance No. 1958-1020 Franchise Agreement with Cascade Natural Gas – Presented by City Manager Jeff Niten

The existing Franchise Agreement with Cascade Natural Gas, adopted by Ordinance No. 1663-1205, expires at the end of 2020. The agreement grants a non-exclusive Franchise to Cascade Natural Gas for a primary term of ten years and will automatically renew for periods of five years unless cancelled by either party.

GENERAL PUBLIC COMMENT

Due to the virtual platform, there was a 30-second to allow for public comment. No public comment.

City Clerk Nault provided the second reading of Ordinance No. 1958-1020.

A motion was made by Councilmember Fiess and seconded by Deputy Mayor Peterson. Passed.

3. City Policy Update – Presented by City Manager Jeff Niten

City Manager Niten provided an overview of proposed policy updates.

GENERAL PUBLIC COMMENT

Due to the virtual platform, there was a 30-second delay to allow for public comment. No public comment.

A motion was made by Councilmember Onisko and seconded by Councilmember Boad to accept the policies as written. Discussion followed.

An amended motion was made by Councilmember Onisko to postpone consideration of policy updates until the City Council meeting scheduled for January 19, 2021. Motion seconded by Councilmember Boad. Passed.

ADMINISTRATIVE REPORT:

1. City Manager Report – Presented by City Manager Jeff Niten

Small Business Grant Program – Economic Development Council of Mason County (EDC)

The City has been working with the EDC on a small business grant program from the monies received through the CARES Act. The City was able to provide \$40,000 to the EDC and funds were disbursed to 16 recipients in increments of \$2,500 each.

MEETING

Next Meeting: December 15, 2020 at 6:00 p.m.

ADJOURN

Mayor Dorcy adjourned the meeting at 7:02 p.m.

Mayor Kevin Dorcy

City Clerk Donna Nault



City of Shelton



Stormwater Utility Revenue Requirement

John Ghilarducci, Principal
Tage Aaker, Project Manager

February 2, 2021



Introduction

- ◆ **December 15th, 2020: Introduction to Rate Structures**
 - City staff discussed various stormwater rate structures

- ◆ **February 2nd, 2021: Revenue Requirement (today)**
 - How much revenue is needed to cover the financial obligations of the stormwater utility, taking into consideration the new NPDES* Phase II Permit?
 - Introduction to alternative rate structure approach
 - Rate alternative example

- ◆ **February 16th, 2021: Rate Structure & Rate Credits**
 - How can the utility equitably recover the revenue requirement from all ratepayers?



Discussion Topics



**UTILITY
BACKGROUND**



**REVENUE
REQUIREMENT**



NEXT STEPS



Utility Background



Storm Drainage Utility is Capital Intensive



- ◆ Catch basins / inlets: 1,721
- ◆ Manholes: 492
- ◆ Cleanouts: 16
- ◆ Vaults: 7
- ◆ Outfalls: 5
- ◆ Ditches: 23,407 feet
- ◆ Culverts: 2,765 feet
- ◆ Mainlines: 207,757 feet
- ◆ Shelton Creek Diversion Pipe: 4,646 feet



City Protects Sensitive Water Bodies



Many Local Streams



Hammersley Inlet

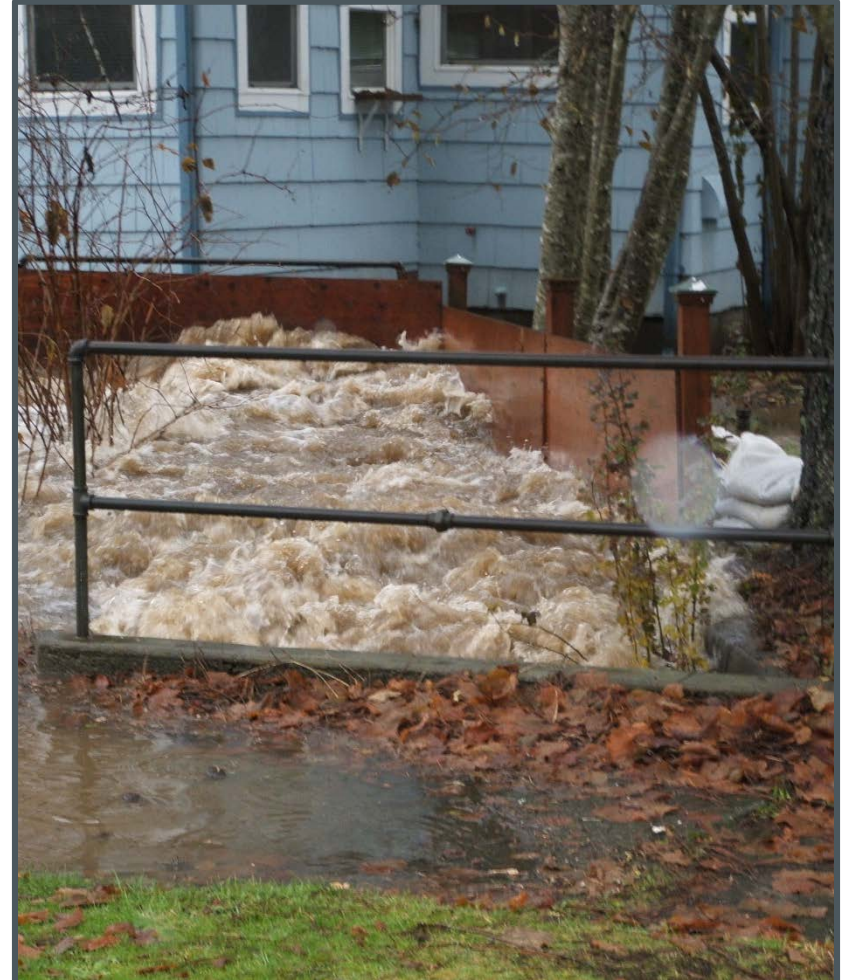


Oakland Bay





System Needs Repair & Maintenance





Proactive Maintenance Helps Avoid Flooding





Sometimes New Infrastructure is Needed





Utility Also Program Intensive



Water quality



Water quantity



Public
education and
outreach



Repair and
maintenance



Capital
projects



Inspection
services



NPDES
program



Customer
billing and
administration



Monitoring



Existing Rate Structure

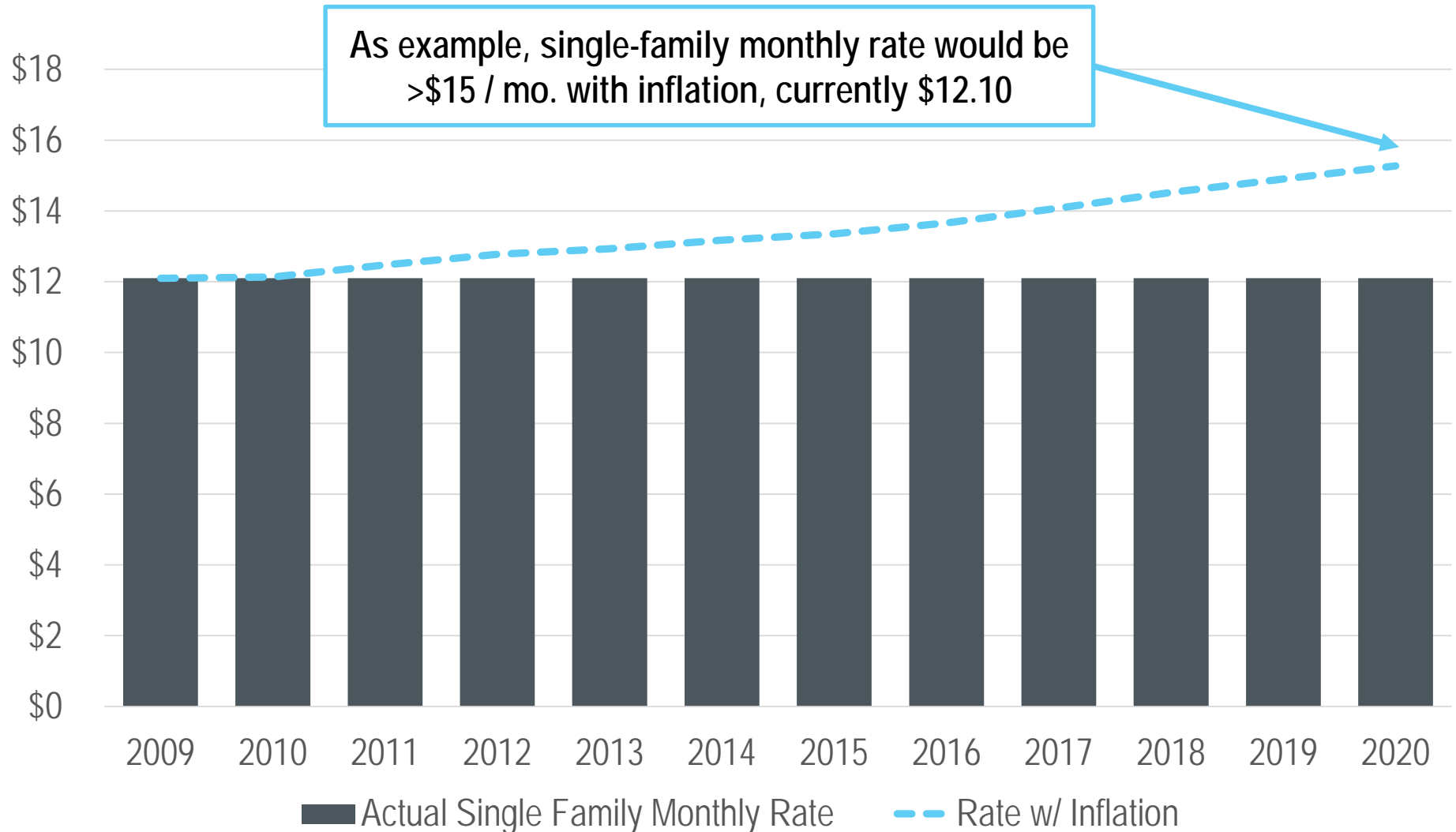
- ◆ **Schedule 1: Single-Family Residential (SFR) & Duplexes: \$12.10 per month**
 - Low-income senior citizens / disability persons receive 17% discount
- ◆ **Schedule 2: Non-SFR** (Commercial, Hotel/Motel, Triplex, Multifamily, Mobile Home, Trailer Parks, Government Facilities and Industrial Customers)
 - Parcels with mitigation measures receive 10% discount

Schedule 2

Impervious Square Feet	Monthly Fee per Parcel
≤ 5,000	\$22.70
5,001—10,000	\$45.40
10,001—25,000	\$71.00
25,001—35,000	\$106.40
35,001—55,000	\$141.85
> 55,000	\$283.70



Rates Have Not Increased Since 2009





Revenue Requirement



Introduction to Utility Rate Making

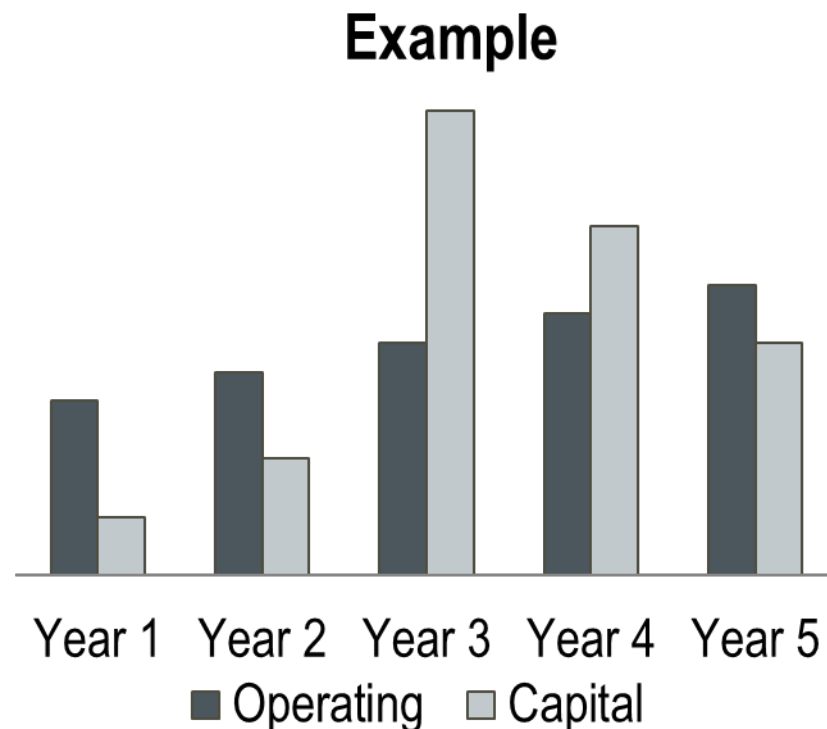
- ◆ Utility rates are set to cover the cost of providing service

- ◆ Operating costs (regular / ongoing)

- Asset repair and maintenance
- Education and outreach
- Inspections
- Engineering
- Street sweeping

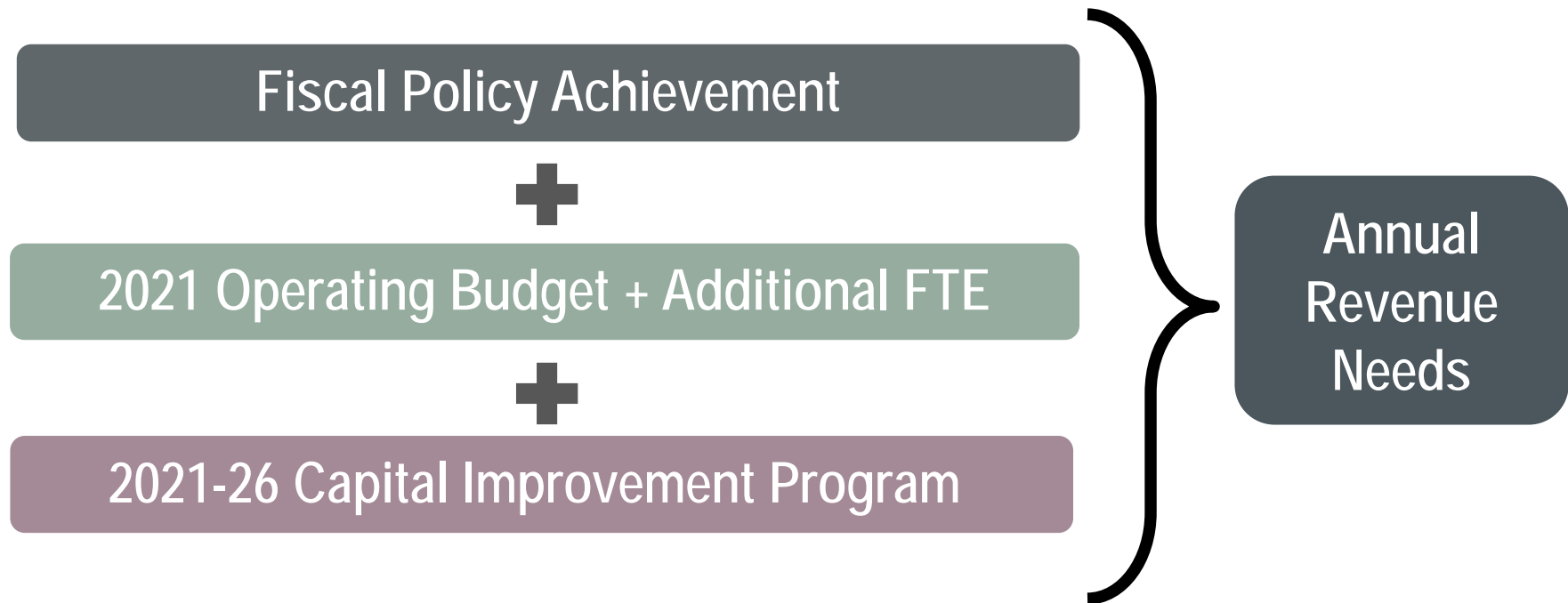
- ◆ Capital costs

- Infrastructure replacement
- Facility expansions and upgrades





How Much Revenue is Needed?



Note: Storm Drain Utility does not have any outstanding debt

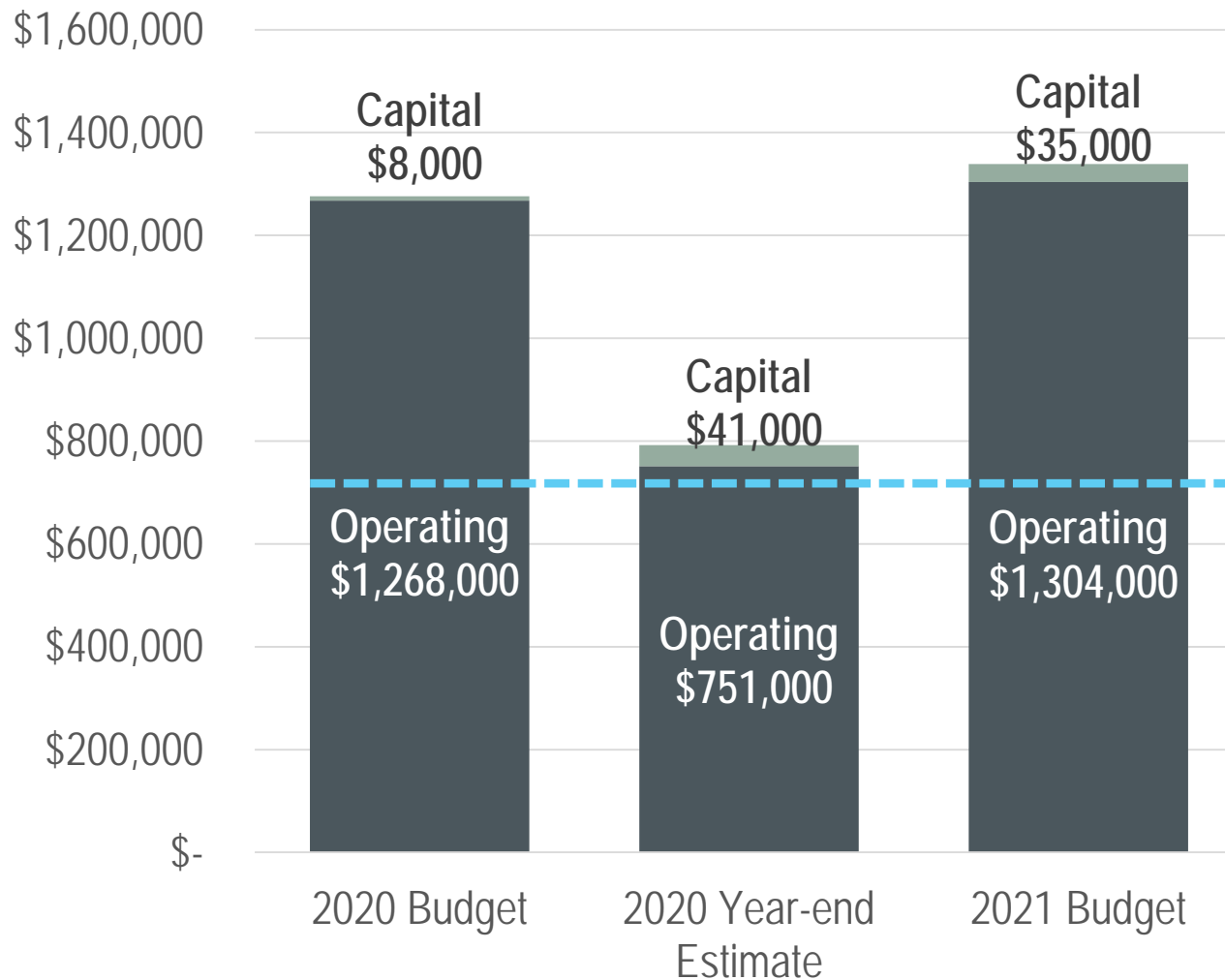


Fiscal Policies

Policy	Purpose	Recommended Minimum Target
Operating Reserve	Liquidity cushion to accommodate cyclical cash flow fluctuations; working capital for daily expenses	Current City target policy: 20% of operating expense (\$260,000 based on 2021 budget)
Capital Reserve	To meet emergency repairs, unanticipated capital, and project cost overruns	1% of Fixed Assets (\$60,000 based on fixed assets)



Stormwater Utility Costs



- ◆ 2020 O&M reduced, e.g., deferred hires due to pandemic
- ◆ 2021 O&M 'rebounds'

Existing Rate Revenue
of \$765,000 per year

Staffing Increase in 2022

- ◆ One additional FTE in 2022
- ◆ Assumed \$100,000 per year for salary & benefits

Additional FTE will...



Perform on-site
inspections of private
and City storm
drainage systems



Be a stormwater
specialist to take over
the NPDES permitting

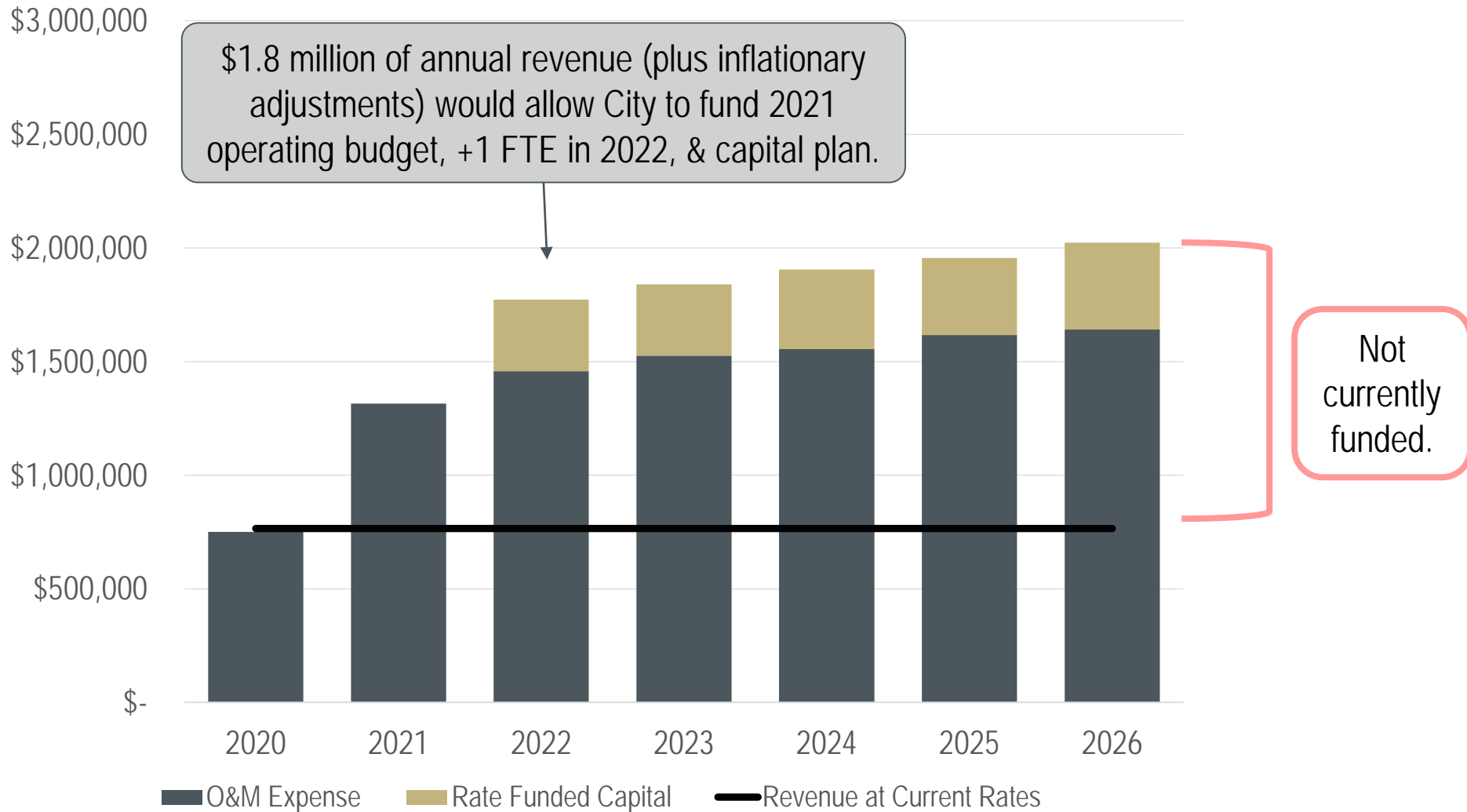


6-year Capital Plan (2020 \$)

Project List	2021	2022	2023	2024	2025	2026
Maintenance Facility Expansion	\$15,000	-	-	-	-	-
Pavement Maintenance Program	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
2 nd & Birch	-	\$30,000	-	-	-	-
Master Plan Update	-	\$60,000	\$60,000	-	-	-
Western Gateway A	-	\$142,500	\$142,500	-	-	-
Canyon Creek WQ	-	\$20,000	-	-	-	-
N 3 rd Street & Laurel	-	\$10,000	-	-	-	-
W. Franklin Drainage Improv.	-	-	\$15,000	-	-	-
Wallace Kneeland Roundabout	-	-	-	\$200,000	-	\$200,000
Western Gateway C	-	-	-	-	\$250,000	-
Total	\$35,000	\$282,500	\$237,500	\$220,000	\$270,000	\$220,000



Revenue Requirement Forecast





Example: Fund Revenue Requirement w/ Current Structure

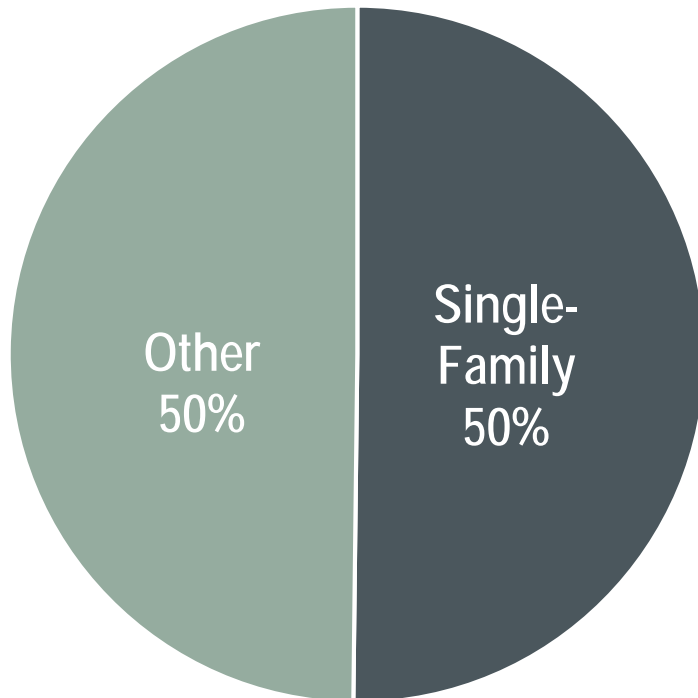
- ♦ *July 1, 2021* rates only fund operations in 2021 (partial year)
- ♦ Over full year (plus inflationary increases) *rates* fund operations + capital

Customer Groups	January 1, 2021 Monthly Fees per Parcel	<i>July 1, 2021</i> Monthly Fees per Parcel	Future Years
Single-Family Residential	\$12.10	\$27.59	+3.0% / yr.
Non SFR (Impervious square feet bands)			
≤ 5,000	\$22.70	\$51.76	+3.0% / yr.
5,001—10,000	\$45.40	\$103.51	+3.0% / yr.
10,001—25,000	\$71.00	\$161.88	+3.0% / yr.
25,001—35,000	\$106.40	\$242.59	+3.0% / yr.
35,001—55,000	\$141.85	\$323.42	+3.0% / yr.
> 55,000	\$283.70	\$646.84	+3.0% / yr.

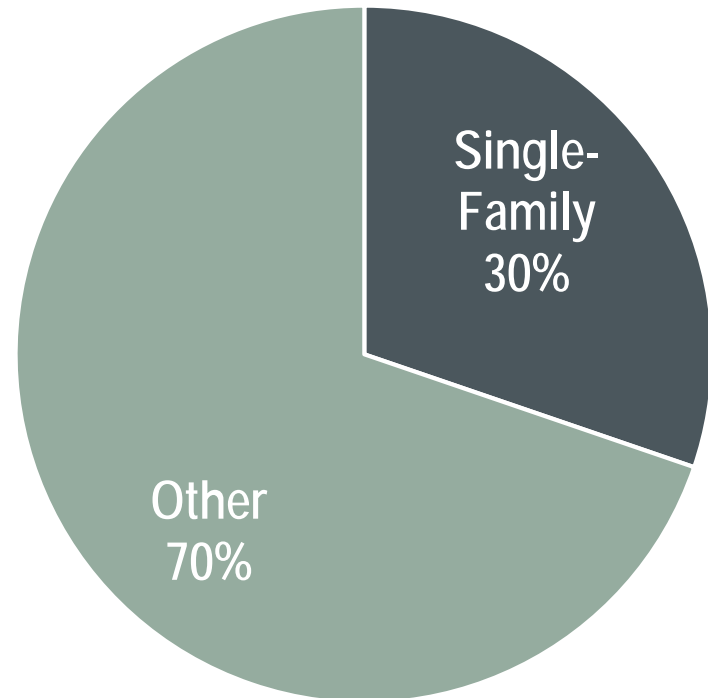


Imbalance Between Revenue & Impervious Area

2020 Revenue



Estimated Impervious Area

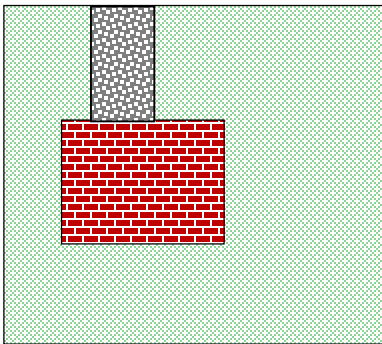


ESU rate structure would better align impervious area with revenue



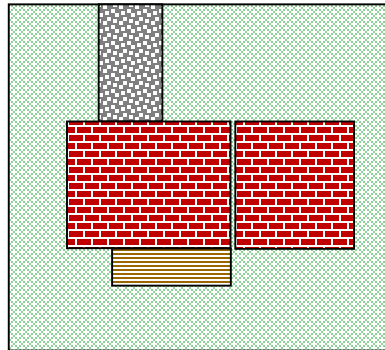
Alternative: ESU Rate Structure

- ◆ Rate expressed in \$ per Equivalent Service Unit (ESU)
- ◆ Single-Family Parcels = 1 ESU regardless of impervious area
- ◆ Duplex Parcels = 2 ESU regardless of impervious area
- ◆ Other Developed Parcels = 1 ESU per 2,900 i.s.f.*



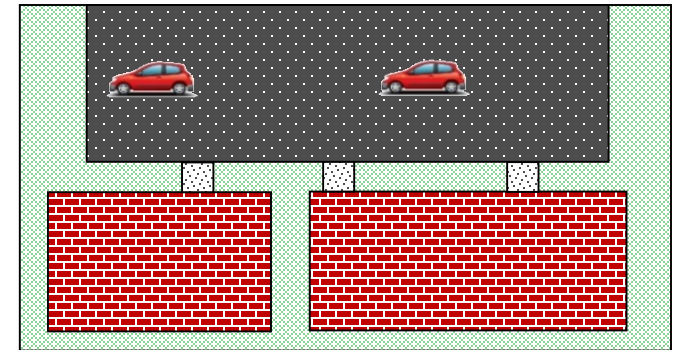
Single-Family

2,600 i.s.f = 1 ESU



Single-Family

3,300 i.s.f = 1 ESU



Commercial

14,400 i.s.f = 5.0 ESUs



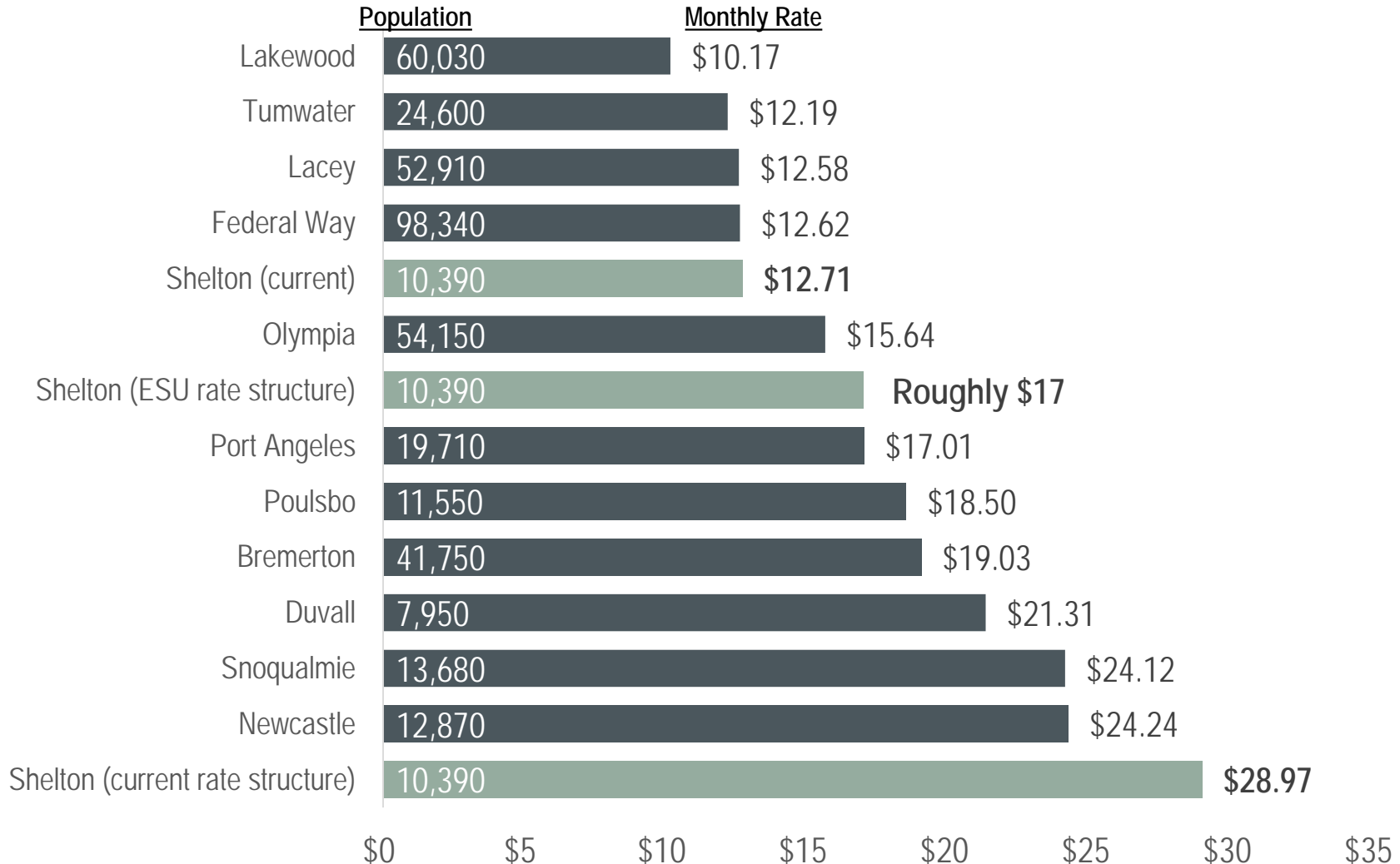
Example: Fund Revenue Requirement – Existing vs. ESU

Customer Groups	January 1, 2021 Monthly Fees per Parcel	July 1, 2021 Monthly Fees per Parcel
Single-Family Residential	\$12.10	\$27.59
Non-SFR (Impervious square feet bands)		
≤ 5,000	\$22.70	\$51.76
5,001—10,000	\$45.40	\$103.51
10,001—25,000	\$71.00	\$161.88
25,001—35,000	\$106.40	\$242.59
35,001—55,000	\$141.85	\$323.42
> 55,000	\$283.70	\$646.84
Equivalent Rate / ESU		\$17 - \$18

Assumes existing
rate structure.
Alternative ESU
structure to be
presented on
February 16.



Single-Family Monthly Stormwater Rates





Next Steps



Next Steps

- ◆ **February 16th: Rate Structure & Credits presentation**
 - How can the utility equitably recover the revenue requirement from customers?
 1. Fund revenue requirement with existing rate structure
 2. Fund revenue requirement with equivalent service unit rate structure
 - Rate credits, sample bills, etc.

- ◆ **March 2nd: General Facilities Charge (GFC) presentation**
 - GFCS are one-time charges, not ongoing rates
 - Recover the costs of growth from growth
 - Provide revenue as growth occurs for capital
 - Properties already developed do not pay GFCs unless they “redevelop”

Questions?

Contact FCS GROUP:
(425) 867-1802
www.fcsgroup.com



What about customer growth?

- ◆ No customer growth is assumed in the revenue forecast
- ◆ Where would growth come from?
 - Little to no infill remains in City
 - If growth occurred...it would likely come from new development
 - Adds revenue; requires new infrastructure and services (cost increase)
- ◆ What if 200 houses were added to the utility?
 - At current rates, 200 houses would add about \$30,000 per year in revenue
 - \$30,000 is equivalent to a 4% rate increase

Existing Annual Revenue Compared to Annual Revenue from 200 Units





CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

Touch Date: 11/04/20
Brief Date: 02/02/21
Action Date: 02/16/21

Department: Engineering
Presented By: Ken Gill, City Engineer

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

- ☒ Dept. Head JOH
- ☐ Finance Director _____
- ☐ Attorney _____
- ☒ City Clerk _____
- ☐ City Manager _____

PROGRAM/PROJECT TITLE:
Dept. of Ecology 2019 Stormwater
Manual Adoption

ATTACHMENTS:

Ordinance No. 1965-0121
PowerPoint Presentation

- ☒ Ordinance
- ☐ Resolution
- ☒ Motion
- ☒ Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Ordinance No. 1965-0121 adopts the 2019 Stormwater Manual for Western Washington, allowing the City to meet a requirement of our Western Washington Phase II Municipal Permit.

The Stormwater Management Manual for Western Washington (SWMMWW) provides guidance on the measures necessary to control the quantity and quality of stormwater. Local municipalities use this manual to set stormwater requirements for new development and redevelopment projects. Land developers and development engineers use this manual to design temporary and permanent stormwater control plans, create construction stormwater pollution prevention plans, and determine stormwater infrastructure. Businesses use this manual to help design their stormwater pollution prevention plans.

The greatest use of the SWMMWW has been through National Pollutant Discharge Elimination System (NPDES) stormwater permits. The Municipal Stormwater General Permits for western Washington incorporate and reference the SWMMWW. Other permits (issued by Ecology) reference the SWMMWW like the Industrial Stormwater General Permit, Construction Stormwater General Permit, Boatyard General Permit, and the Sand and Gravel General Permit. Since 2005, Ecology has reissued or issued for the first time all of these NPDES stormwater permits. The 2019 revisions to the SWMMWW will continue to help all permittees comply with these permits.

ANALYSIS/OPTIONS/ALTERNATIVES:

Wait a year; requirement is due December 31, 2022. 2019 SWMMWW used now by development (YMCA) and industry (Sierra Pacific) to comply with permits.

BUDGET/FISCAL INFORMATION: None.

PUBLIC INFORMATION REQUIREMENTS: Public hearing tonight.

STAFF RECOMMENDATION/MOTION:

Staff requests a first reading of Ordinance No. 1965-0121 and the following motion: "I move to forward Ordinance No. 1965-0121 to the Action Agenda for the Council Meeting on February 16th".

ORDINANCE NO. 1965 - 0121

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON AMENDING
SHELTON MUNICIPAL CODE SECTION 13.02.130 ADOPTING THE
DEPARTMENT OF ECOLOGY 2019 STORMWATER MANAGEMENT
MANUAL.**

WHEREAS, stormwater management is critical and important for the health and economic prosperity of the Puget Sound and other stormwater receiving waters; and

WHEREAS, the Department of Ecology has updated the 2005 Stormwater Manual for Western Washington to the 2019 Stormwater Manual for Western Washington and this manual is recognized as the current and having the best practices for stormwater management.

WHEREAS, in October 2019 the Department of Ecology issued the City of Shelton a Western Washington Phase II Municipal Permit and a condition of this permit can be met by adopting the 2019 Western Washington Stormwater Manual.

NOW THEREFORE, be it ordained by the City Council of the City of Shelton, Washington:

Section 1. Section 13.02.130.A of the Shelton Municipal Code is hereby amended to read as follows:

13.02.130 General requirements.

Stormwater Management Manual Adopted. The Department of Ecology ~~2005~~ 2019 Stormwater Management Manual for Western Washington is adopted by reference and is hereinafter referred to as “the manual.”

~~A. Stormwater Management Manual Adopted. The Department of Ecology 2005 Stormwater Management~~

~~Manual is adopted by reference and is hereinafter referred to as “the manual.”~~

Section 2.

This Ordinance shall take effect and be in force five days after passage and publication as required by law.

Passed by Shelton City Council this 16th of February 2021.

Mayor Kevin Dorcy

AUTHENTICATED:

Donna Nault, City Clerk

2019 Stormwater Manual for Western Washington Public Hearing

**City of Shelton Council Meeting on February 2,
2021**

Today's Presentation

- **What is a Stormwater Management Manual?**
- **What we use now-2005 version**
- **Why we want to use the 2019 version**

Stormwater Management Manual

The Stormwater Management Manual for Western Washington (SWMMWW) provides guidance on the measures necessary to control the quantity and quality of stormwater.

Stormwater Management Manual for Western Washington



July 2019



Publication Number 19-10-021

Why is this important?



Why is this important?



Volume I

What Requirements Apply to My Site?

Stormwater Management Manual for Western Washington

Figure I-3.2: Flow Chart for Determining Requirements for Redevelopment

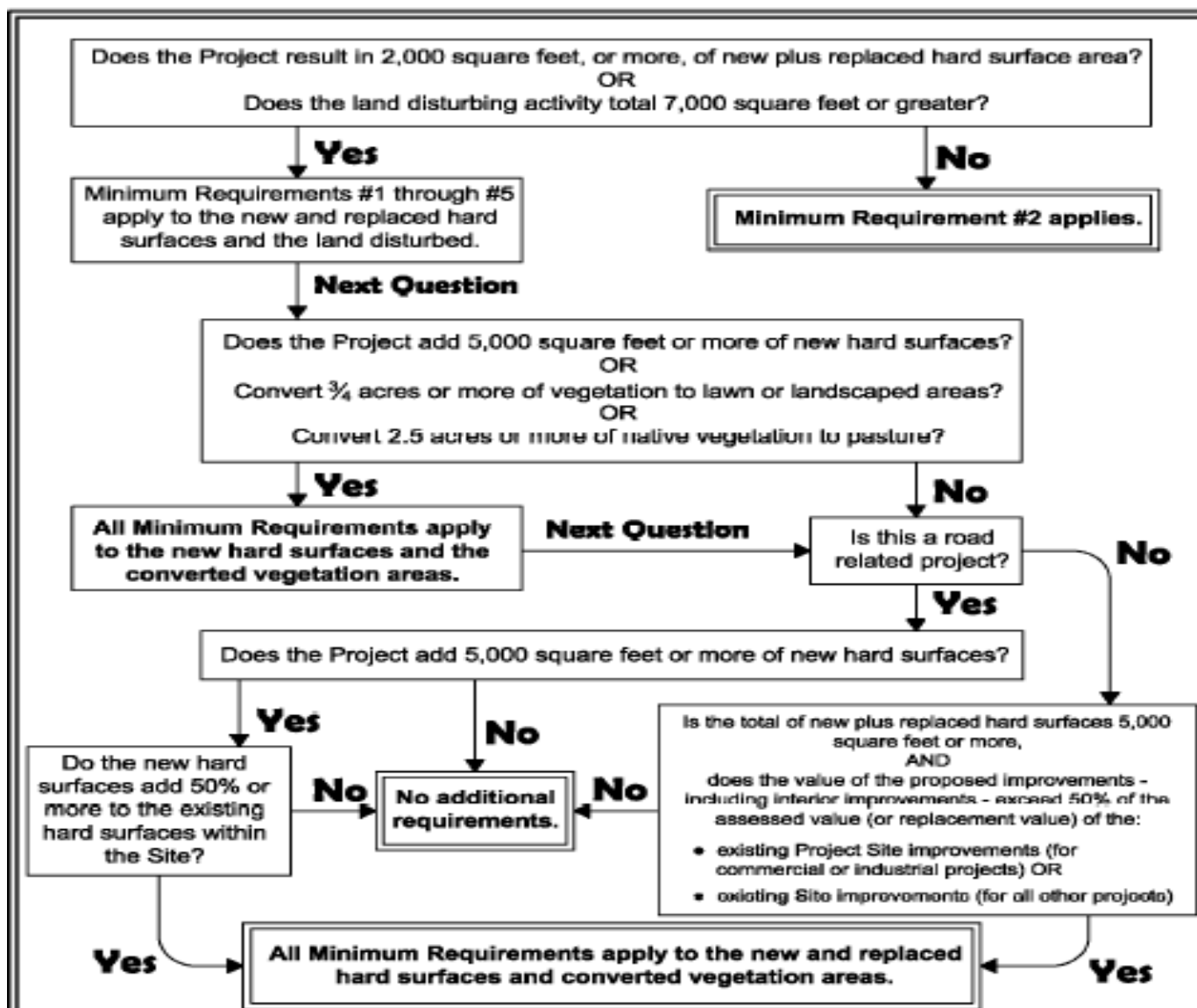
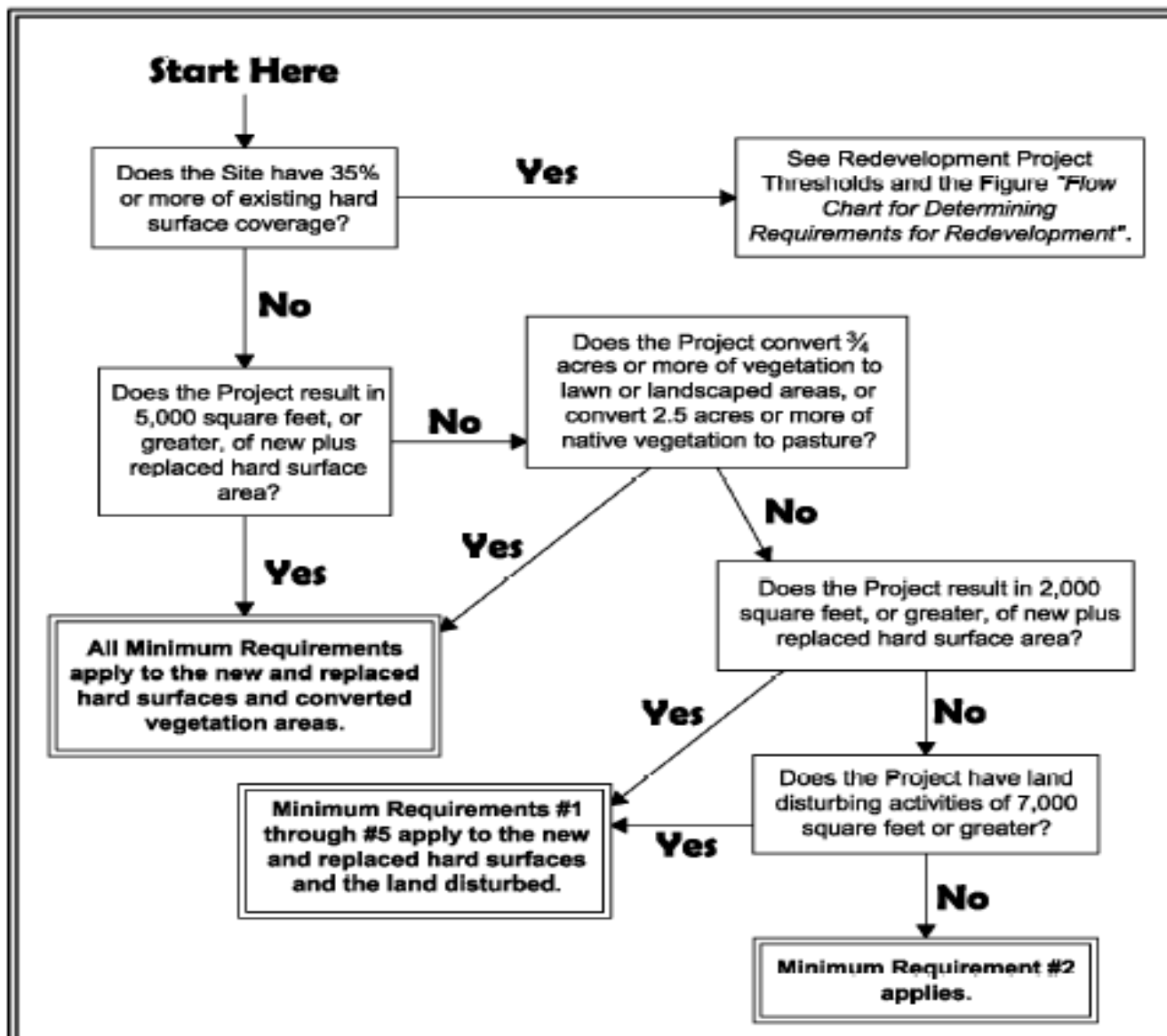


Figure I-3.1: Flow Chart for Determining Requirements for New Development



Western Washington Phase II Permit

Issuance Date:	July 1, 2019
Effective Date:	August 1, 2019
Expiration Date:	July 31, 2024

Western Washington Phase II Municipal Stormwater Permit

National Pollutant Discharge Elimination System and
State Waste Discharge General Permit for discharges from
Small Municipal Separate Storm Sewers
In Western Washington

Allows Shelton to meet permit requirement

Permittees who choose to use the requirements, limitations, and criteria, above, in the *Stormwater Management Manual for Western Washington*, or a Phase I program approved by Ecology, may cite this choice as their sole documentation to meet this requirement.

Have to do it by December 31, 2022

²⁰ For Permittees in **Lewis and Cowlitz counties**: Prior to July 1, 2017, that have not started construction by June 30, 2022. For **Lynden, Snoqualmie**: Prior to January 1, 2018, that have not started construction by January 1, 2023. For **Aberdeen**: Prior to July 1, 2018, that have not started construction by June 30, 2023. **Shelton and Clallam County** shall adopt and make effective a local program that meets the requirements of S5.C.6.b(i) through (iii) no later than December 31, 2022. The local program shall apply to all applications submitted on or after January 1, 2023, and shall apply to applications submitted prior to January 1, 2023, which have not started construction by January 1, 2028.



STORMWATER MANAGEMENT PROGRAM



City of Shelton

2020



Questions?

February 2, 2021



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G1)

Touch Date: 02/02/2021
Brief Date: 02/02/2021
Action Date: 02/02/2021

Department: Community Development
Presented By: Mark Ziegler

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

PROGRAM/PROJECT TITLE:

Rotating Art Gallery

ATTACHMENTS:

Copies of the chosen art work

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Shelton Arts Commission is recommending the latest installation of the Civic Center Rotating Art Gallery project. As approved by the City Council, the Civic Center Rotating Art Gallery policy and procedure has been followed with the following tasks:

1. Call for Artists – The call for artists was distributed to local artists through press releases, art organizations, and galleries. The deadline for artist submittals was January 8, 2021. One artist submitted proposals for the gallery.
2. The Shelton Arts Commission met on January 12, 2021 to jury the submittals.
3. On February 2, 2021, the Shelton Arts Commission is presenting the recommended art to the City Council for approval. Upon approval, the art will be installed on February 23, 2021 and in place through May 31, 2021.

The selected artist and work includes:

ARTIST	MEDIUM	TITLES
Deborah Chava Singer	Photography	Walking, Sun Goes to Bed, Under the Snow Trees, Water Falling, Mossy Tree

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

N/A

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to approve the Shelton Arts Commission's recommendations for placement in the Civic Center Rotating Art Gallery."

DEBORAH CHAVA SINGER



MOSSY TREE



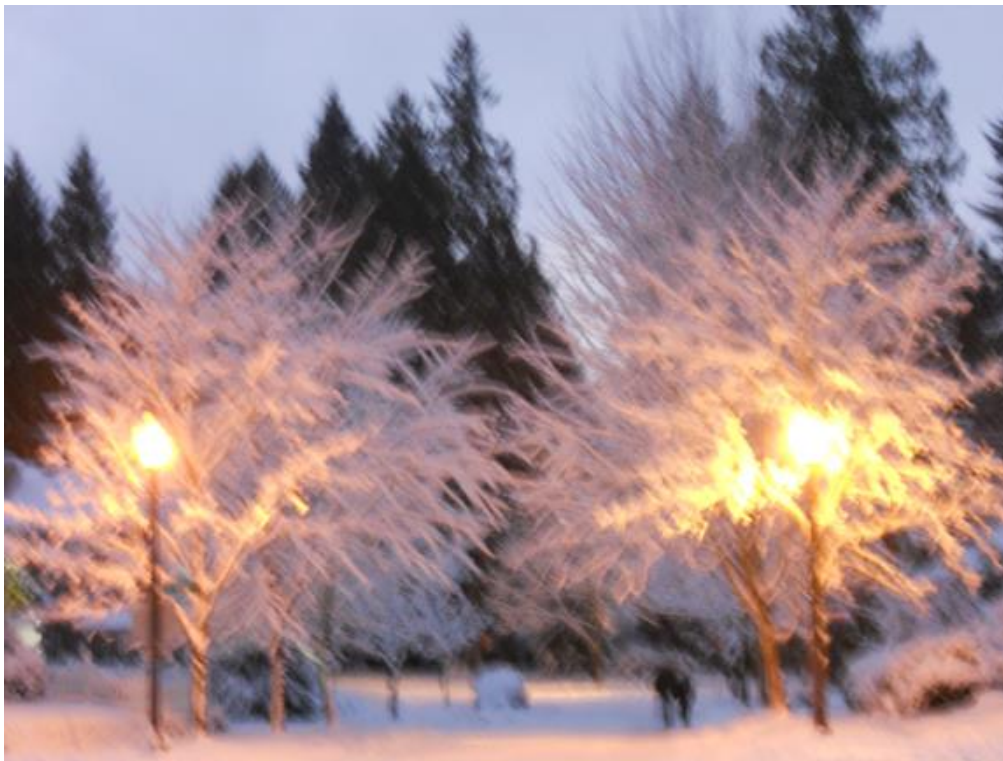
WATER FALLING



SUN GOES TO BED



WALKING



UNDER THE SNOW TREES



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G2)

Touch Date: 01/05/2021
Brief Date: 01/19/2021
Action Date: 02/02/2021

Department: Finance
Presented By: Aaron BeMiller

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

- | | | |
|-------------------------------------|------------------|----------|
| <input type="checkbox"/> | Dept. Head | _____ |
| <input checked="" type="checkbox"/> | Finance Director | 1/7/2021 |
| <input checked="" type="checkbox"/> | Attorney | 1/7/2021 |
| <input checked="" type="checkbox"/> | City Clerk | 1/7/2021 |
| <input checked="" type="checkbox"/> | City Manager | 1/7/2021 |

PROGRAM/PROJECT TITLE:

2020 Supplemental Budget 2

ATTACHMENTS:

Ordinance No. 1964-0121

- | | |
|-------------------------------------|------------|
| <input checked="" type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | Motion |
| <input type="checkbox"/> | Other |

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City Council passed Ordinance No. 1941-1019, adopting the City's 2020 Budget on December 3rd, 2019 and subsequently passed supplemental budget Ordinance 1950-0320, adjusting the adopted budget on December 15, 2020. This supplemental Ordinance will increase the expenditure authority of two funds (Bond and Sewer) as necessary to record the paying off of old debt from the October 2020 refunding.

ANALYSIS/OPTIONS/ALTERNATIVES:

BUDGET/FISCAL INFORMATION:

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move that we approve Ordinance No. 1964-0121, amending the City's 2020 budget, as presented".

ORDINANCE NO. 1964-0121

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING THE ANNUAL BUDGET FOR THE YEAR ENDING DECEMBER 31, 2020

WHEREAS, the Shelton City Council adopted the 2020 budget pursuant to Ordinance No. 1941-1019; and

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 1941-1019; and

WHEREAS, certain revisions to the 2020 budget are now necessary and the City Council finds that the proposed adjustments to the 2020 Adopted Budget are justified;

NOW, THEREFORE, be it ordained by the City Council of the City of Shelton, Washington:

Section 1.

The adjustments as provided in this Ordinance to amend the 2020 Annual Budget of the City of Shelton, Washington, are hereby adopted. In summary form, the appropriation adjustments for each separate fund and the aggregate totals for all such funds combined is presented in the table below. Exhibit A, attached to this Ordinance, provides additional information on the adjustments.

Fund	2020 Adopted Budget	2020 Adjustment	2020 Revised Budget
General Fund	\$ 12,290,690	\$ -	\$ 12,290,690
Street Fund	2,280,650	-	2,280,650
Capital Resources Fund	-	-	-
Tourism Fund	81,180	-	81,180
Bond Fund	184,490	3,539,360	3,723,850
Capital Improvement Fund	2,138,630	-	2,138,630
Water Fund	3,720,740	-	3,720,740
Sewer Fund	6,017,330	-	6,017,330
Solid Waste Fund	1,459,020	-	1,459,020
Storm Drainage Fund	1,275,710	6,410,800	7,686,510
Payroll Benefits Fund	219,200	-	219,200
Equipment Maint & Rental Fund	863,720	-	863,720
Firefighters Pension Fund	98,570	-	98,570
Library Endowment Fund	-	-	-
Total Expenditure Budget	\$ 30,629,930	\$ 9,950,160	\$ 40,580,090

Section 2.

This shall take effect five days after its approval and publication as required by law.

INTRODUCED the 19th day of January 2021.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 2nd day of February 2021.

Passed this _____ day of _____ 2021.

Kevin Dorcy, Mayor

AUTHENTICATED:

Donna Nault, City Clerk

Exhibit A
City of Shelton
Ordinance No. 1964-0121

In October the City refunded seven separate debt instruments into a single General Obligation bond. The refunding generated a savings to the City of over \$3 million and shortened the final maturity date of the debt from 2052 to 2047. Accounting rules provide that the City run the payoff amounts, principal and interest, of the refunded debt through our books. The amounts below provide the necessary budget authority for the debt payoff. The resource for paying off the refunded debt is bond proceeds.

<u>Bond Fund</u>	<u>\$3,539,360</u>
-------------------------	---------------------------

Increases budget authority for the payoff of the 2011 Series A & B Fire Station GO bonds.

<u>Sewer Fund</u>	<u>\$6,410,800</u>
--------------------------	---------------------------

Increases budget authority to pay off four loans from the State Department of Ecology (2008 WWTP Improvements A, 2010 Goldsborough Creek Sewer Improvements B, 2011 Basin 5 Sewer Rehab Design, and 2012 Basin 3 Sewer Rehab Design) and the 2012 A WWTP Revenue and Refunding Bond.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G3)

Touch Date: 11/02/2020
Brief Date: 01/19/2021
Action Date: 02/02/2021

Department: Public Works
Presented By: Jay Harris

APPROVED FOR COUNCIL PACKET:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

Res. No. 1183-1120 On-Call Qualified
Pool List Contracts

Action Requested:

☒ Dept. Head

☐ Finance Director

☐ Attorney

☐ City Clerk

☐ City Manager

ATTACHMENTS:

- Res. No 1183-1120
- Request for Qualifications (RFQ)
- Statement of Criteria Applied for Scoring
- List of Pools and Selected Firms
- Example Contract

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Due to limited staff, occasionally throughout the year there is a need to supplement City staff in order to complete designs, feasibility studies, traffic studies, and other engineering and specialized services. The uniform requirements of RCW 39.80 need to be followed when procuring professional architecture and engineering (A&E) contracts, regardless of the anticipated contract dollar amount. Unlike other types of contracts which are awarded to the lowest responsible bidder, A&E contracts are awarded primarily based on qualifications, known as qualification-based selection (QBS). Due to the lengthy, time consuming process to acquire A&E services, City staff has chosen to develop a qualified pool of consultants for twelve different categories of work. Once the category pools are established, work can be assigned to a consultant via task order, rather than completing the full A&E process for each time a need arises. During October and November, staff solicited proposals from consulting firms interested in providing on-call services to the City. Eighteen firms submitted proposals in response to the RFQ (Request for Qualifications), many of them submitting for multiple categories of work. Using the Statement of Applied Criteria, staff evaluated 56 separate proposals overall. After the evaluations were complete, the scores were tallied and averaged for each submittal and only the top three (or four, in cases where there was a tie) firms per category of work, which achieved an average score of 85 or higher, will be offered to enter into contract negotiations with the City.

Once a firm is under contract, work will be assigned by Task Orders, prepared and issued for each distinct project. Task Orders will only be assigned as budget allows, and will be fully executed by the appropriate City signing authority.

ANALYSIS/OPTIONS/ALTERNATIVES:

The Council has the option to reject the contracts and rely on staff, or when needed, have staff follow the formal RFQ process for any A&E professional services that may be needed. This option is not recommended as the current staff level and workload has the potential to create a situation where staff may not be able to respond in as timely a manner as desired to multiple smaller projects. This would be further complicated by not having an on-call contract in place, as the process to prepare, advertise, review, and then award a contract can take several weeks to months. With this on-call contract pool in place, staff can quickly secure A&E services assistance within as little as 48 hours to one week, to support the City's needs.

BUDGET/FISCAL INFORMATION:

There is no immediate impact to the budget as the contracts are structured to not guarantee a minimum level of work or compensation. With this provision, only A&E services anticipated in the current budget, or those approved through modification of the budget, would be supported by these contracts. Task Orders issued for assignments that exceed the City Manager's signing authority of \$30,000 will be brought to Council for consideration.

PUBLIC INFORMATION REQUIREMENTS:

Information for this can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff requests a reading of Resolution No 1183-1120 and: *"I move to adopt Resolution Number 1183-1120, a resolution authorizing the City Manager to enter into Architecture and Engineering Services Agreements with multiple consultants for the On-Call Qualified Pool List".*

RESOLUTION NO. 1183-1120

A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ENTER INTO ARCHITECTURE AND ENGINEERING SERVICES AGREEMENTS WITH MULTIPLE CONSULTANTS FOR THE ON-CALL QUALIFIED POOL LIST

WHEREAS, the City has determined the need to have several category pools of architecture and engineering services consultants available on an on-call, as needed basis; and

WHEREAS, the City solicited proposals from consulting firms interested in providing on-call services to the City; and

WHEREAS, eighteen firms submitted 56 proposals in response to the solicitation, many of the firms proposing for multiple categories of work; and

WHEREAS, a panel of staff evaluated and scored all 56 proposals; and

WHEREAS, staff determined the firms that scored an average of 85 or above were the most qualified; and

WHEREAS, staff further narrowed each category pool by accepting the top three or four scoring firms; and

WHEREAS, thirteen firms will be offered a Contract to perform services in eleven different categories of work; and

WHEREAS, the Contracts do not guarantee a minimum level of work or compensation; and

WHEREAS, Task Order assignments will only be issued for services that are anticipated in the current budget, or those approved through modification of the budget.

THEREFORE, BE IT RESOLVED by the City Council of the City of Shelton that the City Manager is authorized to sign Contracts for architecture and engineering services with the consultant firms on the On-Call Qualified Pool list, attached as Exhibit A to this Resolution.

Passed by the City Council at its regular meeting held on the 2nd day of February, 2021.

Mayor Dorcy

ATTEST:

City Clerk Nault

**CITY OF SHELTON—PUBLIC WORKS
INVITATIONS TO SUBMIT STATEMENT OF QUALIFICATIONS
ON-CALL QUALIFIED POOL LIST**

The City of Shelton, Washington is accepting Statements of Qualifications (SOQs) from qualified engineering consulting firms to provide a variety of municipal services, via the **On-Call Qualified Pool List**. These services are intended to complement and augment capabilities that are otherwise unavailable to the City.

The following content is provided in this Request for Qualifications (RFQ) to assist statement preparation.

SECTION 1. GENERAL INFORMATION

- 1.01 Request and Proposal
- 1.02 Schedule
- 1.03 Inquiries
- 1.04 Submitting Proposals
- 1.05 Proposal Withdrawal
- 1.06 Rejection or Acceptance of Proposals
- 1.07 Proposing for Multiple Categories of Work
- 1.08 Multiple Awards, Contract Term, and Re-Qualification
- 1.09 Public Records
- 1.10 Recycled Products Statement
- 1.11 Confirmation of Business Organization
- 1.12 Federal, state, and Local Requirements

SECTION 2. SCOPE OF WORK

- 2.01 General
- 2.02 Category Specific Scopes of Work
- 2.03 Assignments of Work

SECTION 3. PROPOSAL REQUIREMENTS AND EVALUATION

- 3.01 Proposal Submittal
- 3.02 Incurred Costs
- 3.03 Content of Proposals and Evaluation Criteria

APPENDIX A CONFIRMATION OF BUSINESS ORGANIZATION FORM

APPENDIX B PROPOSED PROJECTS FOR NEXT FIVE YEARS

SECTION 1. GENERAL INFORMATION:

1.01 Request and Proposal

Three unbound hard copies and one digital copy of the written materials in response to this Request for Qualifications (RFQ) must be submitted no later than the due date of **2:00 p.m. local time on Tuesday, November 17, 2020**, to Brooke Kilts, Public Works Administrative Manager.

Proposers responding to this qualifications request must follow the directions stated within this RFQ. Adherence to these rules will ensure a fair and objective analysis of the qualifications. Proposals should be prepared simply and economically. Special bindings, colored displays, promotional materials, etc., are not necessary. Emphasis should be on completeness, brevity, and clarity of the content.

Provide a clear and concise description of your firm's capabilities to meet the RFQ requirements. Proposers must demonstrate prior experience in this type of work within the last five (5) years. All responses must be made in the format outlined in Section 3. Failure to comply with or complete any part of this request may result in the rejection of your proposal.

The City will select consultants through a Qualifications Based Selection ("QBS") procedure in accordance with RCW 39.80.

1.02 Schedule

Advertisement	October 22, 2020
Proposal Due	November 17, 2020, 2:00 pm
Council Approval of On-Call Pool List	*January 5, 2021

*These dates are approximate and subject to change

1.03 Inquires

Inquiries regarding this RFQ can be directed to the Public Works Administrative Manager, Brooke Kilts, via email to brooke.kilts@sheltonwa.gov. In your email subject line, reference 'On-Call Qualified Pool List'. ***Response to inquiries cannot be guaranteed unless received by email prior to 2:00 p.m., Monday, November 9, 2020.*** No oral responses to questions by City personnel about the RFQ will be binding on the City. All written answers to questions received prior to the deadline will be posted by end of business day on November 10, 2020 to the City of Shelton website located at:

https://www.sheltonwa.gov/business_development/rfp_and_bid_opportunities.php

The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

1.04 Submitting Proposals

Three (3) hard copy unbound proposals and one (1) digital copy of the complete Statement of Qualifications are due to the City of Shelton, Washington, Department of Public Works Office prior to the date and time stated in the Schedule. Submittals that are late, incomplete, or

misdirected will be considered non-responsive, with no exceptions. The City of Shelton relies on the City's own computer system clock to determine the correct time and is not responsible for any delays or difficulties experienced in the submittal of a Proposal. Proposals may be hand-delivered or mailed. *Fax and email submissions WILL NOT be accepted and will be considered non-responsive to this RFQ.*

Three (3) hard copies and one (1) digital copy of the proposal must be submitted in a sealed envelope, clearly marked as follows:

City of Shelton
Attention: Brooke Kilts, Public Works Administrative Manager
Subject: **On-Call Qualified Pool List**
525 West Cota Street
Shelton, WA 98584

Failure to clearly identify the Proposal may cause misrouting of the Proposal and late delivery, resulting in disqualification.

1.05 Proposal Withdrawal

Any proposal may be withdrawn at any time before the "Proposal Due" date and time specified in **Section 1.02 Schedule**, by providing a written request for the withdrawal of the proposal to the City. A duly authorized representative of the firm shall execute the request. Withdrawal of a proposal will not prejudice the right of the proposer to file a new proposal on this or future projects.

1.06 Rejection or Acceptance of Proposals

The City expressly reserves the following rights to:

- a. Disregard any or all irregularities in the proposals.
- b. Reject any or all of the proposals or portions thereof.
- c. Base award with due regard to quality and timeliness of services, experience, compliance with the RFQ, and other factors as may be necessary under such circumstances.
- d. Reject all proposals and re-advertise at the City's sole discretion.

1.07 Proposing for Multiple Categories of work

The City seeks prime consultants for each Category. The City is not seeking comprehensive teams or prime/sub combinations. Proposers may respond to one or more Categories. If responding to multiple Categories:

- A single proposal may be provided
- The total number of pages for the proposal should not exceed five (5) pages. An additional page can be added for each additional category proposed on.
- Complete your proposal as specified in Section 3.

1.08 Multiple Awards, Contract Term, and Re-Qualification

The City intends to award multiple contracts as a result of this RFQ. We aim to develop a qualified pool of consultants for each category of work; awarding no more than five (5) contracts for each category.

An initial Contract Term of two (2) years will be offered, with two optional one-year extensions upon written agreement.

In December of each contract year, firms currently on the qualified pool list will be asked to re-qualify by submitting new qualifications under this RFQ. The City can choose to terminate qualified pool(s) at any time. The City makes no guarantee as to the size or frequency of task orders assigned under awarded contracts.

The City reserves the right to terminate the contract and/or remove any Consultant not meeting the specifications of the RFQ from the qualified pool.

1.09 Public Records

Any material submitted by the proposer shall become the property of the City unless otherwise specified. During the evaluation of proposals and the selection of the Consultant, the proposals shall be confidential. After the selection process has been completed, the proposals shall be open to public inspection. Proposals should not contain any information that the proposers do not wish to become public. If it is necessary to submit confidential information in order to comply with the terms and conditions of this RFQ, each page containing confidential information should be clearly marked, "NOT FOR PUBLIC DISCLOSURE CONFIDENTIAL TRADE SECRETS". The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted, and claims arising out of any public record request for such information shall be at the proposer's expense.

1.10 Recycled Products Statement

Proposers shall use recyclable products to the maximum extent economically feasible in the preparation of the proposals, and the selected proposer shall continue the same practice in the performance of the contract work.

1.11 Confirmation of Business Organization

The proposer shall identify the business organization under which it operates (form provided in RFQ as Appendix A). Partnerships and joint ventures will list each member's name, address, business license, tax ID, telephone and fax numbers on a separate sheet of paper attached to the proposal. This page will not be included in your total page count. Failure to complete and include this form in your submittal may be considered non-responsive.

1.12 Federal, State, and Local Requirements

The selected proposer shall comply with all Federal, State, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract. In addition, the proposer agrees to comply with:

- a. Title VI of the Civil Rights Act of 1964;
- b. Section V of the Rehabilitation Act of 1973;
- c. The American with Disabilities Act of 1990
- d. All regulations and administrative rules established pursuant to the foregoing laws; and
- e. All other applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations.

The City of Shelton hereby notifies that it will affirmatively ensure that in any agreement entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit a statement of qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

The City of Shelton is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City's policy on non-discrimination.

SECTION 2. SCOPE OF WORK:

The City has ongoing needs for professional services. These needs include emergencies, development projects, repairs, renovations, new construction projects, and supplemental internal staffing. The City aims to establish a pool of on-call consultants from which to draw as these needs arise.

Consultant shall provide engineering and/or architectural services to the City of Shelton on an on-call basis. The general scope of services needed by the City of Shelton typically fall into the following categories:

- Water and Wastewater Treatment
- Stormwater and Wastewater Systems and Conveyance
- Water System Conveyance, Pumping, and Storage
- Geotechnical and Geological
- Environmental Studies and Design
- Materials Testing
- Landscape Architecture
- Survey and Mapping
- Street and Roadway Engineering

- Traffic Engineering
- Architectural Engineering and Design
- System Master Planning

While we expect to utilize the pool for many of our engineering, architectural, and planning needs, the City reserves the right to select consultants outside of the pool via MRSC Small Works/Consultant Roster, formal RFQ, current Contracted Consultants, and/or perform work with City staff, as determined by and in the best interest of the City.

2.01 General

The Consultant will provide one or more of the Category of services shown in 2.02 below. The City seeks prime consultants for each Category. The City is not seeking comprehensive teams or prime/sub combinations. The work may include provision of preliminary engineering, final design, budgeting, construction estimating, creating schedules, public involvement planning and facilitation, land use planning, construction engineering, construction inspection, contract bid documents, survey, testing, or any combination of these services.

Some tasks will require licensed professionals, such as Professional Engineer or Registered Architect. When required by the City, the selected Consultant shall provide proof of such license or registration to practice in the State of Washington.

2.02 Category Specific Scopes of Work

5.02.1 Water and Wastewater Treatment

May include: review, analysis, feasibility, and/or design of existing or new City water and wastewater treatment, as well as water reclamation processes and facilities.

5.02.2 Stormwater and Wastewater Systems & Conveyance

May include: review, analysis, Inflow & Infiltration Study, feasibility, planning, and/or design of existing or new City collection and conveyance systems.

5.02.3 Water System Conveyance, Pumping, and Storage

May include: review, analysis, feasibility, planning, and/or design of existing or new City infrastructure and systems.

5.02.4 Geotechnical and Geological Engineering

May include: investigation of subsurface conditions and materials, monitoring of site conditions, earthwork, and foundation construction, evaluation and assessment of site conditions, and/or prediction, prevention, and mitigation of potential damage caused by natural hazards.

5.02.5 Environmental Studies and Design

May include: modeling, lab and field studies in order to design, plan, and implement measures to prevent, control, or remediate environmental hazards within the City.

5.02.6 Materials Testing

Materials testing services on Public Works Projects may include, but not limited to: Field Density testing, HMA compaction, HMA compliance testing, concrete compliance testing, concrete strength testing, and acceptance sampling.

5.02.7 Landscape Architecture

May include: consultation and/or design of landscape plans, plant selection type, and irrigation design for City projects or within the City Right of Way.

5.02.8 Survey and Mapping

May include: review, analysis, and/or creating legal descriptions, easements, topographic and ALTA surveys, filing records of survey, lot line adjustment surveys, and construction staking.

5.02.9 Transportation Engineering

May include engineering and design services related to or for the construction of: roadways, pedestrian and bikeway facilities, drainage, water, and sewer facilities, traffic signals, landscaping and irrigation systems, intelligent transportation systems, street lighting, and other related facilities within the road rights-of-way or easements.

5.02.10 Traffic Engineering

May include engineering and design services related to or for the construction of: pedestrian and bikeway facilities, traffic signals, intelligent transportation systems, street lighting, signing and pavement marking and other related facilities within the road Right of Way or easements. May include traffic analysis evaluations.

5.02.11 Architectural Engineering and Design

May include: review, analysis, and/or design of existing or proposed City facilities such as buildings, parking lots, sewer lift stations, park structures, etc.

5.02.12 System Master Planning

May include: modeling, data collection, planning, analysis, and cost estimating of existing or proposed City transportation, water, sanitary sewer, or storm drainage systems. The City is in the process of completing updates to the Water Comprehensive Plan and the Wastewater Comprehensive Plan. The City has interest in developing future ADA/Pedestrian/Bike Improvement Plan and a Stormwater Comprehensive Plan, as determined in future budget cycles.

2.03 Assignment of Work

Pricing information will not be considered when evaluating consultants for contracts through this initial RFQ process. Once the Qualified Pool List is established and Contracts are executed with the selected consultants, Task Orders may be assigned.

When determining which Consultant from a Category Pool will be assigned a Task Order, the following criteria will be considered:

- Experience and qualifications for the work;
- Responsiveness, availability, and capacity;
- Ability to meet schedule;
- Staff experience, unique knowledge, specialized expertise, and qualifications;
- Customer Service;
- Quality of work;
- Approach to the work.

The City may select Consultants for an assignment through a competitive process, such as a Request for Proposals from one, several, or all Consultants on the Category Pool.

Some tasks will require negotiation between the City and Consultant. City reserves the right to cease negotiations and begin negotiations with another qualified Consultant, in the event negotiations are not successful.

Section 3. Proposal Requirements and Evaluation:

3.01 Proposal Submittal

To receive consideration, submit proposals in accordance with the following instructions:

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of the content.

The City, at its sole discretion, has the right to negotiate with any or all proposers regarding their proposals. Additionally, the City may reject or accept any or all proposals or parts thereof, submitted in response to this RFQ.

The City recognizes that in the submittal of proposals, certain information is proprietary to the proposer and that the safeguarding of this information is necessary. Accordingly, the City will make every effort to prevent any disclosure of data supplied by any proposer where the proposer identifies those portion of its proposal that are proprietary. See **Section 1.09, Public Records**.

The proposal is due by the date and time indicated in Section 1.01. Proposals submitted after this time will not be accepted. See Section 1.04 for more information on the proposal submission.

3.02 Incurred Costs

The City is not liable for any costs incurred by proposers in the preparation and/or presentation of their proposals.

3.03 Content of Proposals and Evaluation Criteria

All proposals shall include the information identified in the following. The evaluation criteria and maximum possible points are noted for each item of information. An explanation of each item appears immediately in the following sub-sections.

CONTENT AND EVALUATION CRITERIA	MAXIMUM SCORE
1. Introductory Letter	10
2. Key personnel qualifications	30
3. Approach to Project Development and Project Management	30
4. Organizational Structure and Experience	30
TOTAL =	100

All supplemental information shall be presented in a separate section at the end of the proposal. The total number of pages for the proposal should not exceed five (5) pages. An additional page can be added for each additional category proposed on. Front and back covers, and the Confirmation of Business Organization page (Appendix A), are not counted in the page limit requirements. One-Page resumes for key personnel, maximum of three pages, can also be included and will not be considered in the total page count limit. Each page shall be 8½" x 11", unless otherwise noted. When using double-sided printing, each side of the page is counted as one page.

3.03.1 Introductory Letter

The introductory letter shall include, but need not be limited to, the following information:

- An introduction to the Firm and a brief background of the Firm's capabilities and experiences
- The name of the firm, as well as, the signature, printed name and title, telephone number and email address of *the officer authorized to represent the Consultant in any correspondence, negotiations, and sign any contracts* that may result.
- A clear list of the categories for which proposals are being submitted.

The proposer may use this section to introduce the proposal or to summarize the key provisions of the proposal.

3.03.2 Key Personnel Qualifications

Provide a statement that portrays how the qualifications and experience of the Consultant's key personnel relate to the described work, and successful projects/familiarity with the City of Shelton.

Scoring will be based on relevance of the experience, qualifications, and technical competence of Project Manager and key staff.

3.03.3 Approach to Project Development and Project Management

Provide a description of your firm's approach to developing and managing City projects and working with a City assigned project manager. How does your firm address critical project milestones, and adjust schedules and resources to meet changing conditions that are often encountered throughout a project? Demonstrate your firm's ability to complete projects on time and within budget.

3.03.04 Organizational Structure and Experience

Briefly describe your organization and its history. You may provide an organization chart (not included in page count) if you wish.

List three projects or contracts in which you provided services similar or equal to the service Category you are proposing/responding to. State some of the key challenges for each project and how each was resolved. Include whether the project was completed on-time and within budget, explaining why budget and/or scheduling issues occurred. Provide a reference for each project including name, phone number, and email address. If proposing for more than one Category, provide a response for each Category proposed.

APPENDIX A
CONFIRMATION OF BUSINESS ORGANIZATION FORM

CITY OF SHELTON
INVITATIONS TO SUBMIT STATEMENT OF QUALIFICATIONS
ON-CALL QUALIFIED POOL LIST

Identification of Business Organization:

The proposer, by checking the applicable box, represents that it operates as:

- ☐ a corporation incorporated under the laws of the State of Washington
- ☐ an individual doing business as _____
- ☐ a partnership (identify all partners on a separate page, attached)
- ☐ a joint venture (identify all joint ventures on a separate page, attached)
- ☐ other (please specify)_____

Proposer or Company Name

Washington UBI #

Address of Proposer

Federal Tax ID #

Telephone Number

Signature

Email

Signature Name and Title (print)

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APPENDIX B

PROPOSED PROJECTS NEXT FIVE YEARS

Below is a partial list of proposed projects. More information on the proposed 2021 projects can be found on the City of Shelton Website under Public Works, Engineering and Capital Projects.

- Satellite Wastewater Treatment Plant Expansion
- Satellite Wastewater Treatment Plant Reclaimed Tank
- Front Street Pipe Removal
- Forcemain Inspection & Repair
- Main Wastewater Treatment Plan Slack Tide Tank
- Inflow & Infiltration Studies
- Sewer Basin 4 I&I Reduction
- 2nd & Birch House Removal & Creek Restoration
- Stormwater Master Plan
- High School Tank Recoating
- Water Meter AMI Upgrade
- System Repair & Replacement
- Hydrant Improvements
- Well 1 to High School Tank Pipe Pressurization
- Water AWIA Risk and Resiliency Assessment
- Well Rehabilitation and Pump Projects
- Civic Center Parking Lot
- Western Gateway
- Wallace Kneeland Roundabouts – A & B
- Olympic Highway North – C to K & K to Wallace Kneeland
- Annual Residential Paving & Chip Seal
- Maintenance Division Laydown Yard
- C Street Landfill Remediation & Cleanup

Statement of Criteria Applied
On-Call Qualified Pool List RFQ
By: Brooke Kilts, Public Works Administrative Manager

Submissions were considered responsive based on:

- Received prior to deadline (*section 1.04*)
- Three hardcopies and one digital copy of submittal in sealed envelope with correct identification (*section 1.04*)
- Completed Confirmation of Business Organization page, Appendix A (*Section 1.11*)
- No more than 5 pages, not counting front and back covers, Org. Chart, or Appendix A.
Additional pages for each additional category proposed on and up to three resume pages per category are allowed. (When pages are double-sided, each side is counted as one page) (*Section 3.03*)

Following my review of the 18 proposals received, it is my opinion 17 submissions are responsive: Consultant Fehr & Peers did not include *Appendix A, Confirmation of Business Organization* in their submission. I have provided scoring sheets for their proposal and 1 point shall be deducted from their overall score, as noted below.

On-Call Qualified Pool List Content and Evaluation Criteria

Item 1: **Introductory Letter – RFQ Section 3.03.1 - Max 10 pts** – shall include but not be limited to: ① an introduction to the Firm and a brief background of the Firm’s capabilities and experiences, ② the name of the firm and the name, signature, title, telephone number, and email address of the officer authorized to sign contracts and ③ a clear list of categories for which proposals are being submitted.

- | | |
|--------|------------------------------------------------------------------------------------------------|
| 10 pts | Included all requirements listed above |
| 8 pts | Missing one item of information listed in ① and/or ② |
| 6 pts | Missing two items of information listed in ① and/or ② |
| 4 pts | Missing three items of information listed in ① and/or ② |
| 2 pt | Missing four items of information listed in ① and/or ② |
| 0 pts | Missing more than four items of information listed in ① and/or ② <u>OR</u> failed to include ③ |

Item 2: **Key Personnel Qualifications – RFQ Section 3.03.2 – Max 30 pts** – Based on relevance of the experience, qualifications, and technical competence of Project Manager and key staff.

- | | |
|-----------|------------------------------------------------------------------------------------------------------------------|
| 21-30 pts | 10+ years of relevant experience AND demonstrates qualifications and technical competence of PM/key staff |
| 11-20 pts | ≤9 years of relevant experience AND demonstrates qualifications and technical competence of PM/key staff |
| 0-10 pts | Any number of years experience but unable to demonstrate qualifications and technical competence of PM/key staff |

Item 3: **Approach to Project Development and Project Management – RFQ Section 3.03.3 – Max 30 pts** – Based on: ① the firm’s approach to developing and managing City projects and ② working with a City assigned project manager. Firm is to ③ describe how they will address critical project milestones, and ④ adjust schedules and resources to meet changing conditions that are often met throughout a project, as well as ⑤ demonstrate the firm’s ability to complete projects on time and within budget.

- | | |
|-----------|------------------------------------------------------|
| 21-30 pts | Clearly defines/describes all 5 aspects noted above |
| 11-20 pts | Clearly defines/describes only 4 aspects noted above |

0-10 pts Clearly defines/describes only 3 or fewer aspects noted above OR provides more than three but done very poorly

Item 4: **Organizational Structure and Experience – RFQ Section 3.03.04 – Max 30 pts** – Firm is to list three projects or contracts in which they provided similar or equal services to the service Category they are proposing on. For each project listed, they are to ①state some of the key challenges and how each was resolved, ②state whether the project was completed on-time and within budget, and why budget and/or scheduling issues occurred, if any, and ③provide a reference including name, phone number, and email address.

*If proposing for more than one Category, a response for each Category proposed is required.

21-30 pts All three projects/contracts are similar or equal to the proposed Category and each include all three key items noted above

11-20 pts Only two of the project/contracts are similar or equal to the proposed Category OR one of the project/contracts is missing one of the three key items noted above

0-10 pts Only one of the projects/contracts is similar or equal to the proposed Category OR two or more of the projects/contracts is missing one or more of the key items noted above

*If technically non-responsive, deductions to the final score will be applied by subtracting one point for each item noted as 'non-responsive'.

2021-2023 On-Call Engineering Pool

[illegible]

CONTRACT FOR ON-CALL QUALIFIED POOL LIST
City of Shelton and Consultant

This Agreement is entered into by and between the City of Shelton, Washington, ("the City") and **Consultant Name**, ("the Consultant"), whose principal office is located at **Street Address, City, State Zip Code**.

WHEREAS, the City has determined the need to have pools of professional services available on an on-call, as needed basis; and

WHEREAS, the City has selected the Consultant to be in the pool and perform such services through a formal Qualification Based Selection procedure; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions; NOW, THEREFORE,

IN CONSIDERATION OF the mutual benefits and conditions set forth below and in the Invitation to Submit Statement of Qualifications, which is incorporated by reference, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall provide services on an on-call, as needed basis. Consultant services shall be performed as directed by the City. Authorization shall be through the approval of individual scope and budgets, via Task Order, prepared for each distinct project. Authorization to proceed on a task will be granted with the return of an approved document.
2. **Compliance with All Applicable Laws and Requirements.** In performing such services, the Consultant shall at all times comply with all federal, state, and local laws applicable to the performance of such services and the handling of any funds used in connection therewith; this includes applicable prevailing wage requirements. It is the Consultant's responsibility to identify and comply with such laws, including but not limited to Washington's laws against discrimination; Washington's Industrial Safety and Health Act and associated regulations; Washington's Unemployment Compensation provisions, and any other applicable laws, statutes, regulations or requirements otherwise applicable to the services provided under this Agreement.
4. **Registration, Licensing, Bonding.** Consultant shall at all times maintain appropriate registration, licensing and bonding applicable to professional services to be performed pursuant to this agreement, and has provided or will provide written evidence of the

same to the City upon execution of this Agreement, and shall require and produce the same with respect to any subcontractors/assignees (if the same are authorized by the City to perform pursuant to the terms of this Agreement).

5. **Compensation and Method of Payment.** This Agreement does not guarantee any amount of work for the Consultant, therefore, no minimum level of compensation will be guaranteed. Task Orders will be developed as determined by the City and as provided for in this Agreement. Compensation will be based on the Consultant's Fee Schedule, shown in *Exhibit A* attached hereto and incorporated herein by this reference, and completed services rendered under each approved individual Task Order.

Within five (5) working days of a request, or such other timeframe mutually agreed between the Parties, Consultant will provide the City with a detailed scope and budget to complete the then needed services, which will be included in the Task Order assigned. Upon approval by the City contract administrator, following appropriate City policy, the executed Task Order will become part of this contract as if set forth with the initial execution of this contract.

Consultant will then be authorized to proceed with the approved scope and authorized to bill for services under that scope not more frequently than once per month until the approved scope is complete or canceled.

The City shall pay the Consultant for services rendered within thirty (30) days of receipt of an approvable invoice as well as the form set forth in *Exhibit B, Billing Voucher*, attached hereto and incorporated herein by this reference.

The Consultant shall complete and return *Exhibit C, Tax Identification Number*, to the City prior to or along with the first billing voucher submittal. In accordance with the Shelton Municipal Code, the Consultant is subject to licensing requirements and business and occupation tax levied under the Shelton Municipal Code. A City of Shelton Business License is required irrespective of whether goods or services are delivered inside or outside of the City limits, and irrespective of whether the Consultant's office is within the City limits, and no payment will be made until one is obtained.

6. **Provisions for Changes in Scope of Consultant Services.** The Consultant agrees to perform those services based on approved Task Orders. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental scope of work and upon the City's approval, shall be compensated based on that approved additional or supplemental scope of work.

7. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and will be in effect for two years with two optional one year extensions upon written agreement of the Consultant and City contract administrator, unless sooner terminated under the provisions hereinafter specified.
8. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City's use of the documents, drawings, specifications, and other materials outside of the project intended.
9. **Independent Consultant.** The Consultant and the City agree that the Consultant is an Independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.
10. **Indemnification / Hold Harmless.** Consultant 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 resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, 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 Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. 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 Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant 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 Consultant shall obtain insurance of the types and coverage described 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 at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

E. Other Insurance Provision

The Consultant'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 Consultant's insurance and shall not contribute with it.

F. Acceptability of Insurers

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

G. Verification of Coverage

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant 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 Consultant to correct the breach, immediately terminate the Agreement 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 Consultant from the City.

J. City Full Availability of Consultant Limits

If the Consultant 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 Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

11. Record Keeping and Reporting.

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
 - B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
 - C. Consultant acknowledges that the City is a public entity subject to Washington State laws regarding Public Records and Open Public Meetings. For purposes of the foregoing statutes, Consultant is an independent entity and not a functional equivalent of a public agency. Consultant agrees that unless otherwise explicitly provided herein, the City is authorized to produce all records related to this Agreement in response to public records requests received. The Consultant agrees to maintain, preserve and make available upon City request, in a format requested by the City, all records related to this Agreement for a period of no less than seven (7) years from the date of Agreement termination, or longer period as required to comply with Washington State Records Retention standards. The Consultant agrees to ensure that this records requirement is satisfied by any subcontractors, with this requirement to be explicitly set forth in a written agreement between the Consultant and subcontractor.
 - D. Upon expiration, cancellation or termination of this Agreement for any reason, the City is entitled to receive, upon City request, all plans, specifications, reports and other materials related to this Agreement and within the Consultant's possession or control, in electronic format or hard copies, as specified by the City, all of which shall be the property of the City to use at its discretion.
 - E. The Consultant agrees to maintain current as-built documentation and provide the same to the City throughout the course of any project, and agrees that the City has the ability to withhold any payments due under this Agreement in the event the Consultant fails to keep as-built documentation current and copied to the City.
12. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit as allowed by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

13. **Termination.** This Agreement may at any time be terminated for any reason, with or without cause, by the City upon giving to the Consultant thirty (30) days' written notice of the City's intention to terminate the same. Individual approved scopes of work may be cancelled by 24 hours' notice to the Consultant. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Consultant will be paid for satisfactory work performed through the date of termination.

Notice of termination or cancellation shall be provided in the manner specified under the "Notice" section of this agreement.

14. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap, or any other protected class.
15. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City contract administrator.
16. **Entire Agreement.** This Agreement and Exhibits A, B, and C contain the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.
17. **Notices.** Notice regarding this Contract shall be by first class regular mail or by e-mail to the contacts specified below. Additional or separate contact information, specific to individual assignments or work, will be provided in issued Task Orders. Notice shall be deemed received either on the third business day following regular first class mailing (not including date of mailing in calculation), or on the day and time of e-mail transmittal.

The designated representative for the City of Shelton is:

Brooke Kilts, Public Works Administrative Manager
City of Shelton
525 West Cota Street
Shelton, Washington 98584
Phone number: (360) 545-2317
Email: brooke.kilts@sheltonwa.gov

Notices to the City shall be sent to the address noted above.

Notices to the Consultant shall be sent to the designated representative at the following address:

Consultant Name
Company Name
Address
City, WA Zip Code
Phone number:
Email:

18. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Mason County, Washington. The parties shall bear their own attorneys' fees and costs of suit.
19. **Representation of Consultant.** The Consultant represents to the City that it has no conflict of interest in performing any of the services anticipated by this contract. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project or bar the Consultant from conflicting work under this contract.
20. **Invoice and Activity Report.** The Consultant shall provide an activity report with each invoice highlighting Task Order number(s) associated with services provided during the billing period, upcoming activities, and emerging management issues.
21. **No Third Party Beneficiary.** This Agreement benefits only the Parties to the Agreement, and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature.
22. **Severability.** Should any term, provision, condition or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of

this Agreement still fulfill its purposes, the balance of this Agreement or its application shall not be affected thereby, and shall continue in full force and effect.

CONTRACT SIGNATURES

DATED this _____ day of _____, 2021.

CONSULTANT FIRM NAME

CITY OF SHELTON

By: _____
Consultant Name, Title

By: _____
Jeff Niten, City Manager

EXHIBIT A

Consultant Fee Schedule

EXHIBIT B

City of Shelton
Billing Voucher

To: City of Shelton
525 West Cota
Shelton, Washington 98584
Phone: (360) 426-9731
FAX: (360) 426-7746

Submittal No.: _____

Consultant: _____ Telephone: () _____
Mailing Address: _____
Project Title: _____
Contract Period: _____ Reporting Period: _____
Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice: _____ (Attach Invoice)

Authorized Signature

BUDGET SUMMARY

Total contract amount	\$ _____
Previous payments	\$ _____
Current request	\$ _____
Total requested this contract to date	\$ _____
Balance remaining	\$ _____

Note: If applicable, submit a separate voucher for each project, which is funded by your City of Shelton contract.

For Department Use Only

Public Works Director

Date: _____

EXHIBIT C

CITY OF SHELTON
525 West Cota Street
Shelton, WA 98584
Phone: (360) 426-9731
FAX: (360) 426-7746

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shelton, 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.

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

Please check the appropriate category:

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

Tax Identification #: _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Business e-mail: _____

Authorized Signature (required)

Date