



Shelton City Council
Meeting Agenda – Virtual Platform
February 15, 2022 at 6:00 p.m.

A. Call to Order

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

B. Council Reports

C. Consent Agenda (Action)

1. Vouchers numbered 106869 through 106872 in the total amount of \$39,991.35
2. Vouchers numbered 106873 through 106909 in the total amount of \$333,061.80
3. Voucher number 106911 in the amount of \$517,905.00
4. Vouchers numbered 106912 through 106969 in the total amount of \$187,819.56
5. Vouchers numbered 106979 through 107017 in the total amount of \$431,871.28
6. Minutes from:
 - Business Meeting of January 4, 2022
 - Study Session of January 11, 2022
 - Business Meeting of January 18, 2022
 - Study Session of January 25, 2022
 - Joint Meeting - City Council, County Commission & Port Commission of January 28, 2022
7. December Financial Status Report

D. Presentations

1. Olympia Community Solar – Presented by Community Development Director Mark Ziegler

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

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

1. Ordinance No. 1982-0122 Noise Regulations – Presented by City Manager Jeff Niten
2. Ordinance No. 1983-0122 Animal Control – Presented by City Manager Jeff Niten
3. Park & Recreation Advisory Committee Appointments – Presented by Community Development Director Mark Ziegler
4. Resolution No. 1226-0222 2021 Chip Seal Final Acceptance – Presented by City Engineer Ken Gill

G. Action Agenda (Action/Public Comment Taken)

1. Resolution No. 1223-1221 & Resolution No. 1224-1221 Design Contract for Safe Routes to School & Design Contract for Brockdale Road – Presented by City Engineer Ken Gill
2. Resolution No. 1225-1221 2022 Master Fee Schedule Update – Presented by Interim Finance Director Teri Schnitzer
3. Civic Center Rotating Art Gallery Recommendations – Presented by Community Development Director Mark Ziegler
4. Resolution No. 1228-0222 Adopt-A-Pet Agreement – Presented by Police Chief Carole Beason

H. Administration Reports

1. City Manager Report

I. New Items for Discussion

J. Executive Session (15 minutes)

1. Discussion of the Potential Purchase of Property – RCW 42.30.110(1)(b)
 - No action to follow

K. Executive Session (30 minutes)

1. Discussion of the Performance of a Public Employee – RCW 42.30.110(1)(g)
 - No action to follow

L. Announcement of Next Meeting – March 1, 2022 at 6:00 p.m.

M. 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.



2022 Looking Ahead

(Items and dates are subject to change)

Tues. 2/22 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> Annexation 101 	Packet Items Due: 2/18 @ noon
Wed. 2/23 2:00 p.m.	Special Meeting	Jurassic Parliament Training	N/A
Tues. 3/1 6:00 p.m.	Regular Meeting	Presentation <ul style="list-style-type: none"> Quixote Communities Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Business Agenda <ul style="list-style-type: none"> Public Hearing Ordinance No. 1968-0321 Water Comp Plan Adoption Public Hearing Ordinance No. _____ Shelton Municipal Code Chapter 20.08 and 20.46 Action Agenda <ul style="list-style-type: none"> Ordinance No. 1982-0122 Noise Regulations Ordinance No. 1983-0122 Animal Control Park and Recreation Citizens Advisory Committee Appointments Resolution No. 1226-0222 2021 Chip Seal Final Acceptance Bargaining Agreement w/Customer Service Administration Report 	Packet Items Due: 2/18 – 5:00 p.m.
Tues. 3/8 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> Sign Ordinance Graffiti Ordinance 	Packet Items Due: 3/4 @ noon
Tues. 3/15 5:45 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: 3/4 – 5:00 p.m.
Tues. 3/15 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Business Agenda <ul style="list-style-type: none"> Action Agenda <ul style="list-style-type: none"> Ordinance No. 1968-0321 Water Comp Plan Adoption Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 3/4 – 5:00 p.m.

Tues. 3/22 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 3/18 @ noon
Tues. 4/5 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Business Agenda <ul style="list-style-type: none"> Resolution No. 1227-0222 EMS Levy Action Agenda <ul style="list-style-type: none"> Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 3/25 – 5:00 p.m.
Tues. 4/12 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 4/8 @ noon
Tues. 4/19 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> Vouchers/Payroll Warrants/Meeting Minutes Business Agenda <ul style="list-style-type: none"> Action Agenda <ul style="list-style-type: none"> Resolution No. 1227-0222 EMS Levy Administration Report <ul style="list-style-type: none"> 	Packet Items Due: 4/8 – 5:00 p.m.

Other – TBD

- UGA/Annexation Policy (Water/Sewer Extensions)
- More Standing Committees by the Council
- Water and Sewer Fee Schedule Revisions (Ordinance removing rates from SMC)

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 106869 through number 106872 in the total amount of \$39,991.35 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 20 of January, 2022.



Interim 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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez


Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman

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 106873 through number 106909 in the total amount of \$333,061.80 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 21st of January, 2022.



Interim 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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman

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 voucher number 106911 in the total amount of \$517,905.00 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 24th of January, 2022.


Interim 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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman

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 106912 through number 106969 in the total amount of \$187,819.56 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 27th of January, 2022.



Interim 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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman

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 106979 through number 107017 in the total amount of \$431,871.28 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 4th of February, 2022.


Interim 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 _____, 2022.

Mayor Eric Onisko

Deputy Mayor Joe Schmit

Councilmember James Boad

Councilmember Miguel Gutierrez

Councilmember Kathy McDowell

Councilmember Deidre Peterson

Councilmember Sharon Schirman



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes

January 4, 2022 – 6:00 p.m.

Civic Center

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Eric Onisko
Deputy Mayor Joe Schmit
James Boad
Miguel Gutierrez
Kathy McDowell
Deidre Peterson
Sharon Schirman

Personnel:

City Manager Jeff Niten
City Clerk Donna Nault
Administrative Services Director Michelle Sutherland
Community Development Director Mark Ziegler
Public Works Director Jay Harris
City Engineer Ken Gill

CALL TO ORDER

Call to Order: 6:00 p.m. – City Manager Jeff Niten

Pledge of Allegiance: City Manager Jeff Niten

Roll Call: City Clerk Nault – All present

Mayor & Deputy Mayor Selection

LATE CHANGES TO THE AGENDA

None

MAYOR & DEPUTY MAYOR SELECTION

City Manager Jeff Niten reviewed the state law requirements for the nomination, following an election year, of a Mayor to the City Council. City Clerk Donna Nault opened the floor for nominations.

The following City Councilmembers were nominated:

- Eric Onisko
- Joe Schmit
- Deidre Peterson

City Clerk Nault closed the floor for nominations. Councilmember Eric Onisko was selected as Mayor.

Mayor Onisko opened the floor for nominations of Deputy Mayor. The following City Councilmembers were nominated:

- Joe Schmit
- Deidre Peterson

Mayor Onisko closed the floor for nominations. Councilmember Joe Schmit was selected as Deputy Mayor.

CITY COUNCIL REPORTS

- LEOFF Board meeting
- Legislative Send-Off
- Peninsula Regional Transportation Board meeting

CONSENT AGENDA

1. Vouchers numbered 106496 through 106558 in the total amount of \$205,149.83
2. Vouchers numbered 106580 through 106630 in the total amount of \$243,855.93
3. Voucher numbered 106631 in the amount of \$7,665.41
4. Vouchers numbered 106637 through 106680 in the total amount of \$104,151.38
5. Vouchers numbered 106693 through 106711 in the total amount of \$89,309.40
6. Payroll warrants numbered 3905 and 3906 and 7965 through 8006 and 8007 through 8112. Warrants 106298 through 106318 in the amount of \$782,016.21
7. Payroll warrants numbered 3907 and 3908 and 8113 through 8153 and 8154 through 8258. Warrants 106560 through 106579 in the amount of \$810,476.86
8. Minutes from:
 - Business Meeting of October 19, 2021
 - Study Session of October 26, 2021
 - Business Meeting of November 2, 2021
 - Study Session of November 9, 2021
 - Business Meeting of November 16, 2021
 - Study Session of November 23, 2021
 - Business Meeting of December 7, 2021
 - Study Session of December 14, 2021
9. October Financial Status Report

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Peterson to approve the consent agenda as publish. Passed.

GENERAL PUBLIC COMMENT

Dean Jewett

BUSINESS AGENDA

1. Resolution No. 1222-1221 Local Road Safety Plan – Presented by City Engineer Ken Gill

City Engineer Gill reviewed the City's key locations that were included in the Local Road Safety Plan report. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to forward Resolution No. 1222-1221 and the attached items for the Local Roads Safety Plan to the January 18, 2022 City Council meeting action agenda. Passed.

ACTION AGENDA

1. Memorandum of Understanding – William G. Reed Library Renovation – Presented by Community Development Director Mark Ziegler

Community Development Director Ziegler provided an overview of the library renovation project and the Memorandum of Understanding. No discussion. No public comment.

A motion was made by Councilmember Peterson and seconded by Councilmember Boad to approve the Memorandum of Understanding with Timberland Regional Library District for renovations of the William G. Reed Library. Passed.

2. Bargaining Agreement-Shelton Employees Guild – Presented by Administrative Services Director Michelle Sutherland

Administrative Services Director Sutherland reviewed major changes to the bargaining agreement from the previous three years. No discussion. No public comment.

A motion was made by Councilmember Peterson and seconded by Deputy Mayor Schmit to approve the Agreement between the City of Shelton and the Shelton Employees Guild representing all full-time and part-time employees in the Public Works and Parks Department, excluding supervisors, professional, confidential and clerical employees for the period of January 1, 2022 through December 31, 2024. Passed.

3. Bargaining Agreement-Shelton Police Guild – Presented by Administrative Services Director Michelle Sutherland

Administrative Services Director Sutherland reviewed the major changes to the bargaining agreement from the previous three years. Discussion followed. No public comment.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Boad to approve the Agreement between the City of Shelton and the Shelton Police Guild representing all full-time and part-time employees in the Police Department, excluding supervisors, professional, confidential and clerical employees for the period of January 1, 2022 through December 31, 2024. Passed.

4. Ordinance No.1980-1021 Amending SMC Illicit Stormwater Discharge – Presented by City Engineer Ken Gill

City Engineer Gill reviewed the City's Illicit Stormwater Discharge program and Ordinance No. 1980-1021. No discussion. No public comment. City Clerk Nault provided the second reading of Ordinance No. 1980-1021.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember McDowell to adopt Ordinance No. 1980-1021 as presented. Passed.

5. Resolution No. 1219-1121 Approving Mason Conservation District's Proposal for NPDES Education & Outreach Activities – Presented by City Engineer Ken Gill

City Engineer Gill reviewed the Mason Conservation District's Phase II Permit. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No. 1219-1121.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Boad to adopt Resolution No. 1219-1121 as presented. Passed.

6. Resolution No. 1214-1021 Park Street Overlay Project Final Acceptance – Presented by City Engineer Ken Gill

City Engineer Gill reviewed the Park Street Overlay project and financial aspects for the project. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No. 1214-1021.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Boad to adopt Resolution No. 1214-1021 as presented. Passed.

7. Resolution No.1220-1121 Contract with Aspect Consulting for C Street Landfill Environmental Cleanup Construction Planning – Presented by Public Works Director Jay Harris

Public Works Director Harris reviewed the proposed contract with Aspect Consulting. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No.1220-1121.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember McDowell to adopt Resolution No.1220-1121 as presented. Passed.

ADMINISTRATION REPORT – City Manager Jeff Niten

- Christmas tree recycling program
- Legislative Send Off
- State Emergency Preparedness Agreement
- AWC Retro Safety Program
- Employee of the Year – Luke Manning
- City Council committee assignments
- Review – Looking Ahead

NEW ITEMS FOR DISCUSSION

None

ANNOUNCEMENT OF NEXT MEETING

Study Session – January 11, 2022 at 6:00 p.m.

City Council meeting – January 18, 2022 at 6:00 p.m.

MEETING ADJOURN

Mayor Onisko adjourned the meeting at 7:04 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Study Session Meeting Minutes

January 11, 2022 – 6:00 p.m.

Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Eric Onisko
Deputy Mayor Joe Schmit
James Boad
Miguel Gutierrez
Kathy McDowell
Deidre Peterson
Sharon Schirman

Personnel:

City Manager Jeff Niten
City Clerk Pro Tem Kary Holloway
Community Development Director Mark Ziegler
Senior Planner Jason Dose

CALL TO ORDER

Call to Order: 6:00 p.m.

Roll Call: City Clerk Pro Tem Kary Holloway – All Present

STUDY AGENDA

1. Neighborhood Residential Zone – Presented by Community Development Director Mark Ziegler

Community Development Director Ziegler reviewed the proposed neighborhood residential zone design standards. Discussion followed.

NEW ITEMS FOR DISCUSSION

1. City develop a home renovation program for investors.
2. City Council committee member assignments.

ADJOURN

Mayor Onisko adjourned the meeting at 7:11 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

City Council Meeting Minutes

January 18, 2022 – 6:00 p.m.

Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Eric Onisko
Deputy Mayor Joe Schmit
James Boad
Miguel Gutierrez
Kathy McDowell
Deidre Peterson
Sharon Schirman

Personnel:

City Manager Jeff Niten
City Clerk Donna Nault
Interim Finance Director Teri Schnitzer
City Engineer Ken Gill

Guest: Ryan Shea – Shea, Carr, Jewell Alliance (SCJ)

CALL TO ORDER

Call to Order: 6:00 p.m.

Pledge of Allegiance: Councilmember Gutierrez

Roll Call: City Clerk Nault – All present

LATE CHANGES TO THE AGENDA

None

Mayor Onisko – The public is able to make comments during the Public Comment period, as well as on any items listed on the business or the action agendas. When making a public comment you will need to state your full name and whether you reside within City limits, within Mason County or reside elsewhere. There are three options for the public to participate in the meeting: (1) join the Zoom meeting by clicking the link on the city's website, (2) email jeff.niten@sheltonwa.gov, or (3) by calling City Manager Jeff Niten at (360) 432-5105.

CITY COUNCIL REPORTS

- Mason Transit Authority Board meeting
- LEOFF Board meeting

CONSENT AGENDA

1. November Financial Status Report.

A motion was made by Councilmember McDowell and seconded by Councilmember Board to approve the consent agenda as publish. Passed.

GENERAL PUBLIC COMMENT

None

BUSINESS AGENDA

None

ACTION AGENDA

1. Resolution No. 1222-1221 Local Road Safety Plan – Presented by City Engineer Ken Gill

City Engineer Gill and Ryan Shea, SCJ, provided information on the Washington State Department of Transportation's Target Zero Plan and the city's proposed Local Road Safety Plan. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No. 1222-1221.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Boad to adopt Resolution No. 1222-1221 and the Local Roads Safety Plan. Passed.

2. Council Committee Assignments – Presented by City Manager Jeff Niten

City Manager Niten reviewed City Council committee assignments.

ADMINISTRATION REPORT – City Manager Jeff Niten

- Wastewater Treatment Plant – Recent impacts of rainfall.
- Public Works – recent impacts of snow and ice.
- Review of Looking Ahead.

NEW ITEMS FOR DISCUSSION

None

ANNOUNCEMENT OF NEXT MEETING

Study Session – January 25, 2022 at 6:00 p.m.

City Council meeting – February 1, 2022 at 6:00 p.m.

MEETING ADJOURN

Mayor Onisko adjourned the meeting at 6:34 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Study Session Special Meeting Minutes

January 25, 2022 – 6:00 p.m.

Virtual Platform

COUNCILMEMBERS AND PERSONNEL

Councilmembers:

Mayor Eric Onisko
Deputy Mayor Joe Schmit
James Boad
Miguel Gutierrez
Kathy McDowell
Deidre Peterson
Sharon Schirman

Personnel:

City Manager Jeff Niten
City Clerk Donna Nault
Public Works Director Jay Harris

CALL TO ORDER

Call to Order: 6:00 p.m.

Roll Call: City Clerk Donna Nault – All Present

STUDY AGENDA

1. Downtown Street Trees – Presented by Public Works Director Jay Harris

Public Works Director Harris discussed downtown tree problem areas along Railroad Avenue, a potential removal and replacement plan and the arborist report from Sound Urban Forestry. Discussion followed.

NEW ITEMS FOR DISCUSSION

1. Update the 2015 Downtown Vision & Revitalization Plan

ADJOURN

Mayor Onisko adjourned the meeting at 6:45 p.m.

Mayor Eric Onisko

City Clerk Donna Nault



SHELTON CITY COUNCIL – MASON COUNTY COMMISSION – PORT OF SHELTON COMMISSION
Leadership Breakfast – The Ridge Motorsports Park
Meeting Minutes
January 28, 2022 – 9:00 a.m.

City Council	County Commission	Port Commission
Mayor Eric Onisko	Chair Kevin Shuttly	Chairman Dick Taylor
Deputy Mayor Joe Schmit	Randy Neatherlin	Kristy Buck
James Boad	Sharon Trask	Sue Patterson
Miguel Gutierrez	County Administrator Mark Neary	Executive Director Wendy Smith
Deidre Peterson		
Sharon Schirman		
City Manager Jeff Niten		
Absent: Kathy McDowell		

CALL TO ORDER

Call to Order: 9:00 a.m.

WELCOME AND PURPOSE

City Manager Jeff Niten opened the meeting with introductions and reviewed the agenda topics.

INTRODUCTION OF AGENDA ITEMS

A. Annexation Blueprint/MOU/ILA – City Manager Jeff Niten

City Manager Niten discussed implementation of consistent development standards within the urban growth area to help encourage development. Discussion followed.

- Create stability and predictability for developers.
- The Port is the economic engine for the County.
- Building space is at a premium.
- Utilities – sewer and water.
- City has utilities near the Port.
- Develop partnerships to leverage utility assets for managed growth.
- Port is not a regulatory agency but is a taxing district and municipal corporation.
- City of Shelton's new branding initiative.
- Shared starting point – what does each commission need to be successful.

City Manager Niten discussed the beginning steps of moving toward annexation, the Office of Financial Management, comprehensive plans, and the establishment of the urban growth boundaries.

- Proceed with development in a structured way without stagnating the process.
- Have a workshop with subject matter experts to clearly understand impacts to each entity.
- A consistent message to alleviate confusion among constituents.
- Administrators – Jeff Niten, Wendy Smith and Mark Neary, will meet to discuss each entities needs and then present to a subset of each elected body before next meeting.

B. Economic Development Opportunities – Port Executive Director Wendy Smith

Port Executive Director Smith discussed the importance of serving the community as a whole vs in pods and the importance of having new development and retain what currently exists. Discussion followed.

- Maintain statewide competitiveness – Strong City, Strong County and Strong Port.

- Sewer capacity expansion.
- There is a good amount of developable land.
- Stay environmentally friendly without sacrificing our advantage over regional neighbors.
- Strong legislative delegation that shares priorities and a coordinated ask would be beneficial to all.
- Keep jobs and opportunities available in Mason County.
- Currently there is a housing deficit.
- Joint lobbying option on economic development issues.
- The Port relies on the Washington Public Port Association for lobbying. May be beneficial to partner the City/County lobbyists with the Port Commission.

C. Sewer Capacity Expansion – County Administrator Mark Neary

County Administrator Neary discussed areas that should be considered for sewer capacity and expansion. Discussion followed.

- Work together on grant opportunities.
- Have a shared staff person who writes grant.
- Important there is staff capacity to support any grant funds received.
- Satellite plant expansion so we don't have to discharge into Oakland Bay and Hamersly Inlet.
- Impacts to the local seafood Industry and salmon fisheries.
- UGA expansion is needed for multi-family housing.
- Develop a matrix to identify what areas are significantly distressed and make them the priority.
- Consistent approach by both City and County to formalize development agreements, planned action ordinances, common code, and practices.
- It is proactive to have a community-by-design.
- Include public utility districts in future planning discussions.

D. Land Exchanges – City Manager Jeff Niten

City Manager Niten reported two items for consideration would be a new jail facility by Highway 101 (C Street Landfill) and 90 acres of zone residential land by Brockdale Road.

- Highway 101 at the C Street Landfill is 13 acres with 4 acres to remain protected. Utilities would need to be updated at the location.
- Residential areas adjacent to Brockdale is 90 acres of land zoned residential. The Port has some requirements to protect some of the land from development for the current Runway Protection Zones (RPZ's) and future RPZ's for potential expansion of the airport runway.

CLOSING COMMENTS

- Expand group to include other partners, e.g., public utility districts.
- Meet twice a year and coordinate meetings with upcoming legislative events.
- Joint lobbying.
- Similar City/County codes.
- Shared grant writing opportunities.
- RECOMPETE Act (Rebuilding Economies and Creating Opportunities for More People to Excel) for distressed communities.
- Shared City/County/Port capital improvement project list.

MEETING ADJOURN

Adjourned at 10:43 a.m.

December 2021 Monthly Financial Report

City of Shelton, Washington

General Fund Overview

	2021 Revised Budget	2021 thru December	2021 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	13,901,560	14,952,979	14,952,990	1,051,430	7.6%
Expenditures	15,532,780	14,678,045	14,678,090	854,690	5.5%
Net Revenues Less Expenditures	(1,631,220)	274,934	274,900	1,906,120	
Beginning Fund Balance	4,853,568		4,853,568		
Ending Fund Balance	3,222,348 20.7%		5,128,468 34.9%		
Ending Fund Balance Breakdown:					
Reserved - 20% of Budget	3,106,556		3,106,556		
Unreserved Fund Balance	115,792		2,021,912		
Total Fund Balance	3,222,348		5,128,468		

Summary

2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals. 2020 amounts included in this report are unaudited.

Analysis through December shows an overall positive budget variance of \$275 thousand.

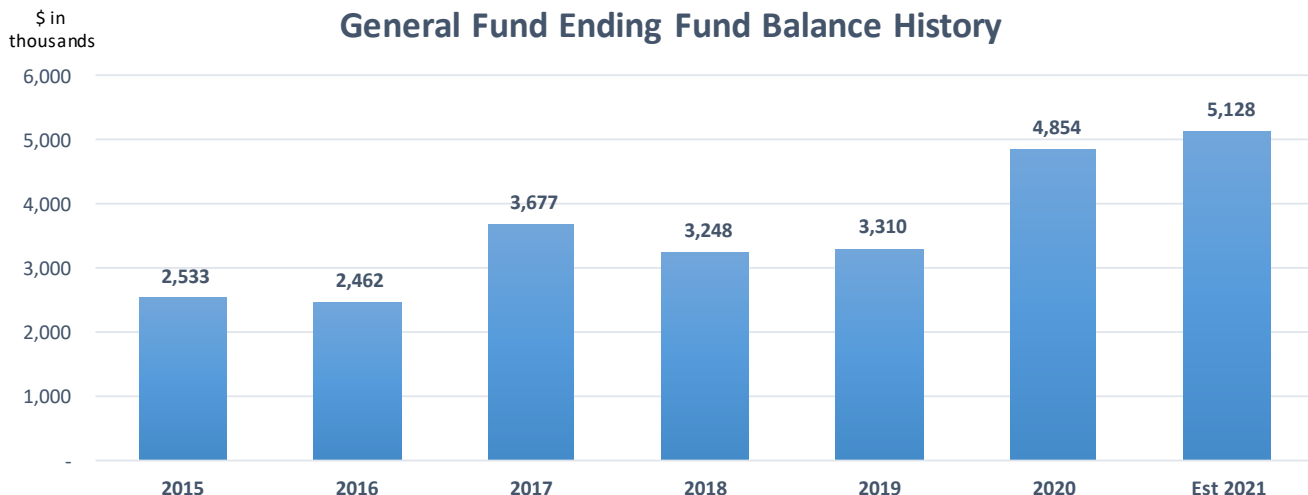
General Fund Reserves are estimated to end the year at \$5.1 million, or 34.9% of 2021 budgeted expenditures.

Revenue Overview

Revenues are currently estimated to end the year approximately \$1 million, or 7.6% higher than budgeted, which is significantly due to sales tax and business and occupation taxes.

Expenditure Overview

Expenditures are currently estimated to end the year approximately \$855 thousand, or 5.5% lower than budgeted, which is significantly due to Legal expenses, Detention/Corrections expenses, and transfers needed for the firefighter's pension fund and the payroll benefits fund being lower than budget.



December 2021 Monthly Financial Report

City of Shelton, Washington

General Fund Overview - Revenues

Revenue Categories	2021 Revised Budget	2021 thru December	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Taxes:					
Property	2,486,070	2,502,891	2,502,890	16,820	0.7%
Sales & Use	2,913,240	3,368,713	3,368,710	455,470	15.6%
City Utility	1,127,000	1,241,561	1,241,560	114,560	10.2%
Non-City Utility	1,239,200	1,165,125	1,165,120	(74,080)	-6.0%
Business & Occupation	733,640	980,007	980,010	246,370	33.6%
Other	35,220	54,581	54,580	19,360	55.0%
Licenses & Permits	285,100	281,266	281,280	(3,820)	-1.3%
Intergovernmental Revenue	1,910,680	2,232,341	2,232,350	321,670	16.8%
Charges for Goods/Services	2,902,620	2,904,696	2,904,710	2,090	0.1%
Fines and Penalties	102,300	78,453	78,440	(23,860)	-23.3%
Miscellaneous Revenue	166,490	143,345	143,340	(23,150)	-13.9%
Total Revenues	13,901,560	14,952,979	14,952,990	1,051,430	7.6%

*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

Variance analysis for revenues is provided for particular line items or those in which the estimated actual amount differs from the budgeted amount by at least 10% and \$75,000.

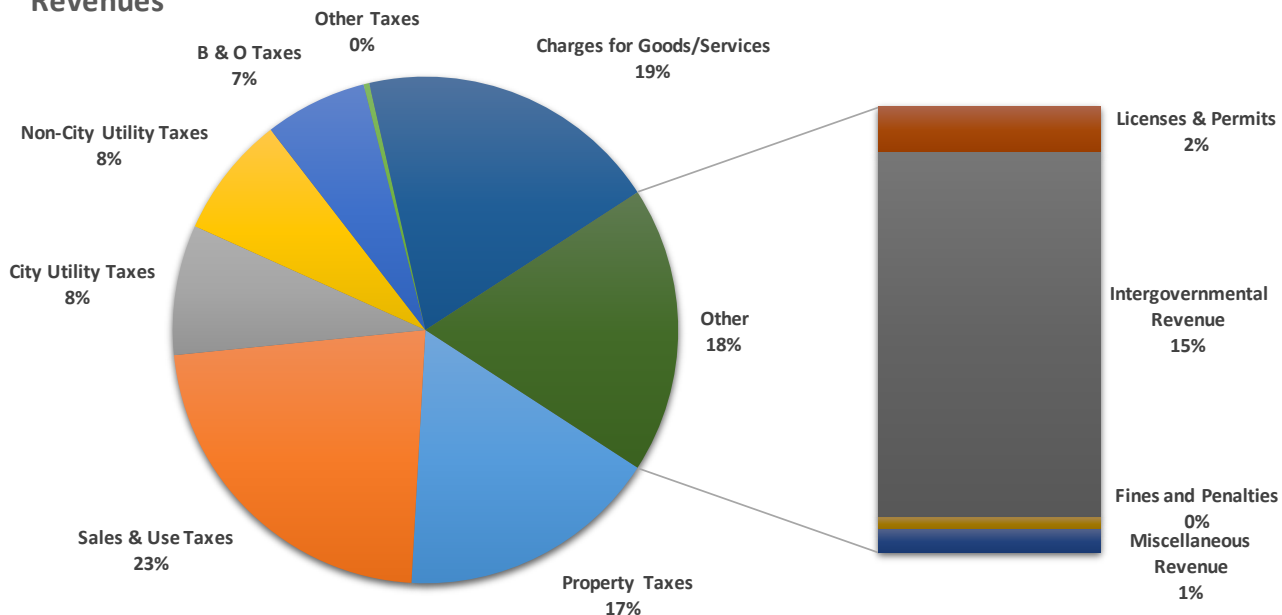
Variance Notes

Sales & Use Tax: Estimated to be \$455,470 or 15.6% over budget based on collections to date. The reason is that we budgeted sales tax in 2021 to match our 2020 COVID estimate which was low.

Business & Occupation Taxes: Estimated to be \$246,370 or 33.6% over budget.

Intergovernmental: Estimated to be \$321,670 or 16.8% over budget primarily due to Therapeutic Court grant, REET City assistance, State one-time allocation, Stay at home grant & Shoreline grant.

2021 Estimated General Fund Revenues



December 2021 Monthly Financial Report

City of Shelton, Washington

General Fund Overview - Expenditures

Department	2021 Revised Budget	2021 thru December	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Administrative Services					
Human Resources	282,180	259,811	259,810	22,370	7.9%
Information Technology	250,430	279,243	279,240	(28,810)	-11.5%
Risk Management	107,700	115,849	115,850	(8,150)	-7.6%
City Clerk	215,800	198,328	198,320	17,480	8.1%
City Council	104,840	100,744	100,740	4,100	3.9%
City Manager					
City Manager	405,840	385,264	385,270	20,570	5.1%
Legal	456,580	286,726	286,740	169,840	37.2%
Detentions/Corrections-Contract	414,170	314,238	314,240	99,930	24.1%
Community Dev, Parks, Facilities					
Civic Center Activities	69,190	50,348	50,360	18,830	27.2%
Community Development	568,130	547,944	547,940	20,190	3.6%
Facility Services	552,680	524,991	525,020	27,660	5.0%
Parks & Recreation	580,600	521,872	521,890	58,710	10.1%
Finance	1,080,800	928,469	928,470	152,330	14.1%
Fire & Emergency Services	1,507,280	1,560,701	1,560,700	(53,420)	-3.5%
Municipal Court	576,860	528,267	528,290	48,570	8.4%
Non-Departmental	4,189,150	3,892,776	3,892,770	296,380	7.1%
Police	3,529,990	3,482,542	3,482,530	47,460	1.3%
Public Works	640,560	699,932	699,910	(59,350)	-9.3%
Total Expenditures	15,532,780	14,678,045	14,678,090	854,690	5.5%

*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

Variance analysis for expenditures is provided for particular departments which have an estimated actual amount that differs from the budgeted amount by at least 10% and \$75,000.

Variance Notes

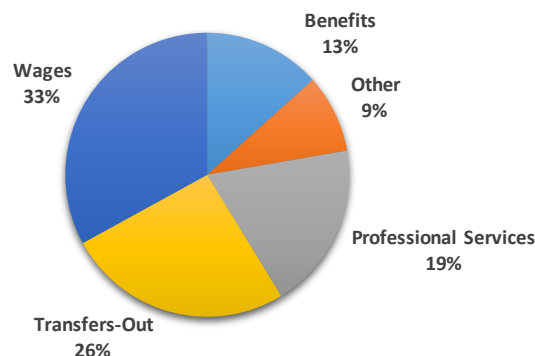
Property & liability insurance: Over budget by \$94,450 in general fund causing/adding to negative results.

Legal: Legal counsel and prosecutor expenditures estimated to be below budget.

Detention/Corrections: Mason County Jail fees estimated to be below budget.

Non-Departmental: Current estimate does not include a transfer-out to firefighter's pension fund in 2021 of \$120K and the transfer-out to payroll benefits fund is \$137K lower than budget

2021 Estimated General Fund Expenditures



December 2021 Monthly Financial Report

City of Shelton, Washington

General Fund Year-to-Year

	2019 Actual	2020 Actual	2021 Revised Budget	2021 thru December	2021 Est Actual
Beginning Fund Balance	3,244,744	3,295,980	4,853,568	4,853,568	4,853,568
Revenues					
Taxes:					
Property	2,394,874	2,495,035	2,486,070	2,502,891	2,502,890
Sales & Use	3,359,505	3,195,310	2,913,240	3,368,713	3,368,710
City Utility	797,785	1,182,935	1,127,000	1,241,561	1,241,560
Non-City Utility	1,120,002	1,138,999	1,239,200	1,165,125	1,165,120
Business & Occupation	738,850	810,806	733,640	980,007	980,010
Other	51,763	42,140	35,220	54,581	54,580
Licenses & Permits	355,352	344,354	285,100	281,266	281,280
Intergovernmental Revenue	741,394	1,181,568	1,910,680	2,232,341	2,232,350
Charges for Goods/Services	2,881,716	2,968,830	2,902,620	2,904,696	2,904,710
Fines and Penalties	121,146	85,070	102,300	78,453	78,440
Miscellaneous Revenue	283,785	281,387	166,490	143,345	143,340
Total Revenues	12,846,171	13,726,434	13,901,560	14,952,979	14,952,990
Expenditures					
Administrative Services					
Human Resources	244,553	259,988	282,180	259,811	259,810
Information Technology	234,709	811,857	250,430	279,243	279,240
Risk Management	189,897	95,234	107,700	115,849	115,850
City Clerk+	37,837	69,707	215,800	198,328	198,320
City Council	231,757	161,137	104,840	100,744	100,740
City Manager					
City Manager	381,449	429,282	405,840	385,264	385,270
Legal	392,309	315,307	456,580	286,726	286,740
Detentions/Corrections-Contract	365,356	331,015	414,170	314,238	314,240
Community Dev, Parks, Facilities					
Civic Center Activities	47,014	44,892	69,190	50,348	50,360
Community Development	523,664	551,607	568,130	547,944	547,940
Facility Services	563,586	516,129	552,680	524,991	525,020
Parks & Recreation	410,472	376,383	580,600	521,872	521,890
Finance	933,224	939,517	1,080,800	928,469	928,470
Fire & Emergency Services	1,447,313	1,626,514	1,507,280	1,560,701	1,560,700
Municipal Court	462,291	498,380	576,860	528,267	528,290
Non-Departmental	2,519,557	1,019,695	4,189,150	3,892,776	3,892,770
Police	3,072,032	3,451,151	3,529,990	3,482,542	3,482,530
Public Works	737,915	671,052	640,560	699,932	699,910
Total Expenditures	12,794,935	12,168,845	15,532,780	14,678,045	14,678,090
+ City Clerk reflects all City Clerk expenses starting in 2021. Prior years included records, elections and code revision costs.					
Net Revenues less Expenditures	51,236	1,557,589	(1,631,220)	274,934	274,900
Ending Fund Balance	3,295,980	4,853,568	3,222,348	5,128,502	5,128,468
General Fund Reserves	3,295,980	4,853,568	3,222,348		5,128,468
based on same year actuals/budget	25.8%	39.9%	20.7%		34.9%

December 2021 Monthly Financial Report

City of Shelton, Washington

General Fund Month-to-Month

	2019 thru December	2020 thru December	2021 thru December	2021 - 2020 Variance		% of Budget
Revenues						
Taxes:						
Property	2,394,874	2,495,035	2,502,891	7,856	0.3%	100.7%
Sales & Use	3,359,505	3,195,310	3,368,713	173,402	5.4%	115.6%
City Utility	797,785	1,182,935	1,241,561	58,626	5.0%	110.2%
Non-City Utility	1,120,002	1,138,999	1,165,125	26,126	2.3%	94.0%
Business & Occupation	738,850	810,806	980,007	169,201	20.9%	133.6%
Other	51,763	42,140	54,581	12,441	29.5%	155.0%
Licenses & Permits	355,352	344,354	281,266	(63,088)	-18.3%	98.7%
Intergovernmental Revenue	741,394	1,181,568	2,232,341	1,050,773	88.9%	116.8%
Charges for Goods/Services	2,881,716	2,968,830	2,904,696	(64,134)	-2.2%	100.1%
Fines and Penalties	121,146	85,070	78,453	(6,618)	-7.8%	76.7%
Miscellaneous Revenue	283,785	281,387	143,345	(138,042)	-49.1%	86.1%
Total Revenues	12,846,171	13,726,434	14,952,979	1,226,545	8.9%	107.6%
Expenditures						
Administrative Services						
Human Resources	244,553	259,988	259,811	(178)	-0.1%	92.1%
Information Technology	234,709	811,857	279,243	(532,614)	-65.6%	111.5%
Risk Management	189,897	95,234	115,849	20,615	21.6%	107.6%
City Clerk+	37,837	69,707	198,328	128,621	184.5%	91.9%
City Council	231,757	161,137	100,744	(60,393)	-37.5%	96.1%
City Manager						
City Manager	381,449	429,282	385,264	(44,018)	-10.3%	94.9%
Legal	392,309	315,307	286,726	(28,581)	-9.1%	62.8%
Detentions/Corrections-Contract	365,356	331,015	314,238	(16,777)	-5.1%	75.9%
Community Dev, Parks, Facilities						
Civic Center Activities	47,014	44,892	50,348	5,456	12.2%	72.8%
Community Development	523,664	551,607	547,944	(3,663)	-0.7%	96.4%
Facility Services	563,586	516,129	524,991	8,863	1.7%	95.0%
Parks & Recreation	410,472	376,383	521,872	145,489	38.7%	89.9%
Finance	933,224	939,517	928,469	(11,049)	-1.2%	85.9%
Fire & Emergency Services	1,447,313	1,626,514	1,560,701	(65,812)	-4.0%	103.5%
Municipal Court	462,291	498,380	528,267	29,887	6.0%	91.6%
Non-Departmental	2,519,557	1,022,736	3,892,776	2,870,041	280.6%	92.9%
Police	3,072,032	3,451,151	3,482,542	31,391	0.9%	98.7%
Public Works	737,915	671,052	699,932	28,880	4.3%	109.3%
Total Expenditures	12,794,935	12,171,886	14,678,045	2,506,159	20.6%	94.5%

+ City Clerk reflects all City Clerk expenses starting in 2021. Prior years included records, elections and code revision costs.

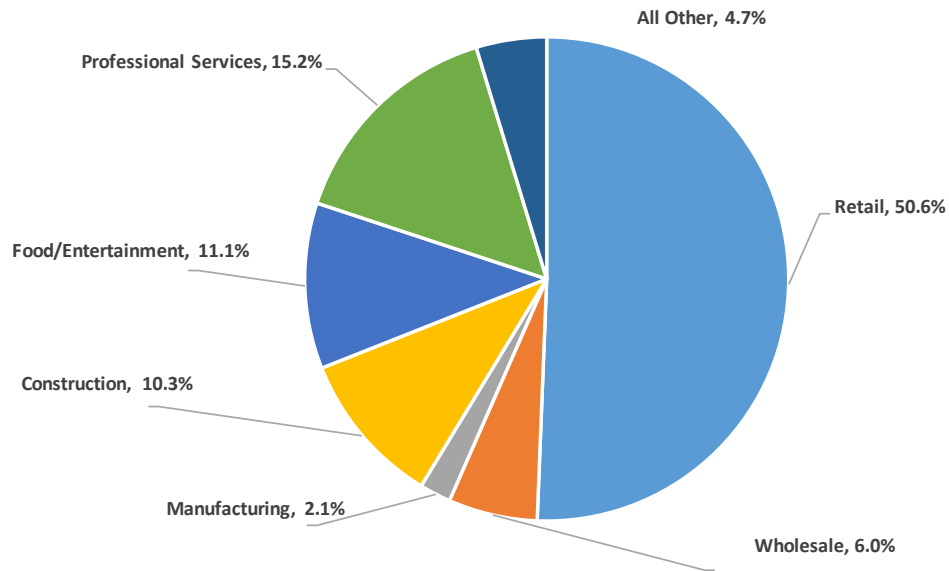
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through December which is 100.0% of the year.

December 2021 Monthly Financial Report

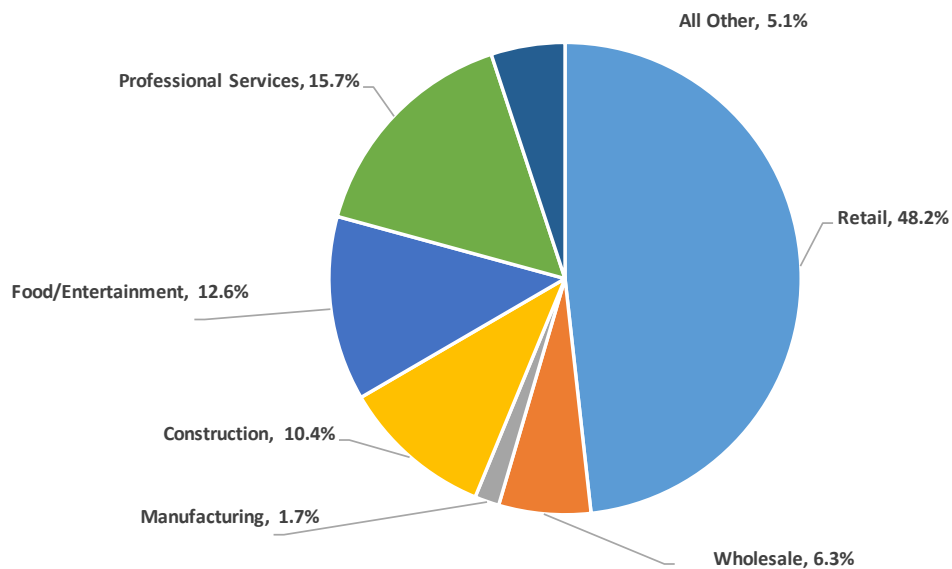
City of Shelton, Washington

Sales Tax Breakdown by Type

2021 thru December



December 2021



December 2021 Monthly Financial Report

City of Shelton, Washington

Fund Balances

Fund	2021 Beginning Fund Balance	2021 Estimated Revenue	2021 Estimated Expenditure	2021 Estimated Fund Balance	\$ Change	% Change
City-wide Fund Balances						
General Fund	4,853,568	14,952,990	14,678,090	5,128,468	274,900	5.7%
Street Fund	1,005,320	2,320,200	2,936,760	388,760	(616,560)	-61.3%
Capital Resource Funds						
Real Estate Excise Tax -1	-	402,570	46,550	356,020	356,020	
Real Estate Excise Tax -2	-	395,750	-	395,750	395,750	
Transport Benefit District	-	1,317,030	8,820	1,308,210	1,308,210	
Traffic Impact Fees	-	997,430	-	997,430	997,430	
General Resources	1,158,486	1,811,670	1,672,210	1,297,946	139,460	12.0%
Tourism Fund	93,406	56,520	60,300	89,626	(3,780)	-4.0%
Bond Fund	7,420	179,240	179,040	7,620	200	2.7%
Capital Improvement Fund	433,300	1,978,020	1,504,270	907,050	473,750	109.3%
Water Fund	2,459,274	2,951,730	3,846,020	1,564,984	(894,290)	-36.4%
Water Capital Fund	-	1,310,000	163,860	1,146,140	1,146,140	
Sewer Fund	4,557,689	6,632,110	7,528,190	3,661,609	(896,080)	-19.7%
Sewer Capital Fund	-	1,843,170	534,190	1,308,980	1,308,980	
Solid Waste Fund	1,017,457	18,560	20,500	1,015,517	(1,940)	-0.2%
Storm Drainage Fund	380,739	937,170	928,270	389,639	8,900	2.3%
Storm Drainage Capital Fund	-	35,000	9,130	25,870	25,870	
Payroll Benefits Fund	147,891	70,490	51,440	166,941	19,050	12.9%
Equipment Rental Fund	763,950	599,980	761,850	602,080	(161,870)	-21.2%
Firefighters Fund	539,841	8,680	68,730	479,791	(60,050)	-11.1%
Library Endowment Fund	121,570	530	-	122,100	530	0.4%
City-wide Fund Totals	17,539,911	38,818,840	34,998,220	21,360,531	3,820,620	21.8%

December 2021 Monthly Financial Report

City of Shelton, Washington

Fund	2021 Revised Budget	2021 thru December	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
General Fund					
Taxes	8,534,370	9,312,878	9,312,870	778,500	9.1%
Licenses & Permits	285,100	281,266	281,280	(3,820)	-1.3%
Intergovernmental Revenue	1,910,680	2,232,341	2,232,350	321,670	16.8%
Charges for Goods/Services	2,902,620	2,904,696	2,904,710	2,090	0.1%
Fines and Penalties	102,300	78,453	78,440	(23,860)	-23.3%
Miscellaneous Revenue	166,490	143,345	143,340	(23,150)	-13.9%
Total Revenues	13,901,560	14,952,979	14,952,990	1,051,430	7.6%
Wages	4,915,360	4,840,924	4,840,920	74,440	1.5%
Benefits	2,160,890	1,959,146	1,959,060	201,830	9.3%
Professional Services	3,046,430	2,786,736	2,786,710	259,720	8.5%
Transfers-Out	4,042,160	3,780,176	3,780,170	261,990	6.5%
Other	1,367,940	1,311,063	1,311,230	56,710	4.1%
Total Expenditures	15,532,780	14,678,045	14,678,090	854,690	5.5%
Net Revenues Less Expenditures	(1,631,220)	274,934	274,900	1,906,120	

Street Fund					
Taxes	582,520	687,474	687,470	104,950	18.0%
Licenses & Permits	6,000	16,129	16,130	10,130	168.8%
Intergovernmental Revenue	213,000	211,320	211,320	(1,680)	-0.8%
Charges for Goods/Services	53,000	55,149	55,150	2,150	4.1%
Miscellaneous Revenue	12,000	1,304	1,310	(10,690)	-89.1%
Transfers In	1,340,000	1,348,823	1,348,820	8,820	0.7%
Total Revenues	2,206,520	2,320,199	2,320,200	113,680	5.2%
Wages	324,360	328,340	328,340	(3,980)	-1.2%
Benefits	160,820	153,286	153,270	7,550	4.7%
Professional Services	197,960	112,532	112,540	85,420	43.2%
Transfers-Out	1,468,910	1,584,133	1,584,130	(115,220)	-7.8%
Other	800,810	758,500	758,480	42,330	5.3%
Total Expenditures	2,952,860	2,936,790	2,936,760	16,100	0.5%
Net Revenues Less Expenditures	(746,340)	(616,591)	(616,560)	129,780	

Capital Resources - Real Estate Excise Tax - 1 (REET-1)					
Taxes	50,000	194,874	194,870	144,870	289.7%
Miscellaneous Revenue	-	55	50	50	
Transfers In	72,500	207,648	207,650	135,150	186.4%
Total Revenues	122,500	402,577	402,570	280,070	228.6%
Transfers-Out	48,730	46,549	46,550	2,180	4.5%
Total Expenditures	48,730	46,549	46,550	2,180	4.5%
Net Revenues Less Expenditures	73,770	356,027	356,020	282,250	

Capital Resources Fund - REET 1 Notes

Revenues: Current activity includes transfers-in of REET 1 to separate the Capital Resource Funds

**2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.*

December 2021 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2021 Revised Budget	2021 thru December	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Capital Resources - Real Estate Excise Tax - 2 (REET-2)					
Taxes	50,000	194,874	194,870	144,870	289.7%
Miscellaneous Revenue	-	57	60	60	
Transfers In	67,510	200,822	200,820	133,310	197.5%
Total Revenues	117,510	395,753	395,750	278,240	236.8%
Total Expenditures	-	-	-	-	
Net Revenues Less Expenditures	117,510	395,753	395,750	278,240	

Capital Resources Fund - REET 2 Notes

Revenues: Current activity includes transfers-in of REET 2 to separate the Capital Resource Funds

Capital Resources -Transportation Benefit District (TBD)

Miscellaneous Revenue	-	279	280	280	
Transfers In	550,310	1,316,743	1,316,750	766,440	139.3%
Total Revenues	550,310	1,317,022	1,317,030	766,720	139.3%
Transfers-Out	140,000	8,823	8,820	131,180	93.7%
Total Expenditures	140,000	8,823	8,820	131,180	93.7%
Net Revenues Less Expenditures	410,310	1,308,200	1,308,210	897,900	

Capital Resources Fund - TBD Notes

Revenues: Current activity includes transfers-in of TBD to separate the Capital Resource Funds

Capital Resources - Traffic Impact Fees (TIF)

Charges for Goods/Services	40,000	7,471	7,470	(32,530)	-81.3%
Miscellaneous Revenue	-	175	170	170	
Transfers In	722,500	989,791	989,790	267,290	37.0%
Total Revenues	762,500	997,437	997,430	234,930	30.8%
Transfers-Out	-	-	-	-	
Total Expenditures	-	-	-	-	
Net Revenues Less Expenditures	762,500	997,437	997,430	234,930	

Capital Resources Fund - TIF Notes

Revenues: Current activity includes transfers-in of TIF to separate the Capital Resource Funds

Capital Resources - General

Taxes	-	50,854	50,860	50,860	
Charges for Goods/Services	-	47,667	47,670	47,670	
Miscellaneous Revenue	-	982	980	980	
Transfers In	1,712,160	1,712,161	1,712,160	-	0.0%
Total Revenues	1,712,160	1,811,664	1,811,670	99,510	5.8%
Transfers-Out	498,100	1,672,207	1,672,210	(1,174,110)	-235.7%
Total Expenditures	498,100	1,672,207	1,672,210	(1,174,110)	-235.7%
Net Revenues Less Expenditures	1,214,060	139,457	139,460	(1,074,600)	

Capital Resources Fund - General Notes

Expenditures: Current activity includes transfers-out to separate the Capital Resource Funds leaving ARPA funds

*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

December 2021 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2021 Revised Budget	2021 thru December	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Tourism Fund					
Taxes	36,000	56,450	56,450	20,450	56.8%
Miscellaneous Revenue	1,700	67	70	(1,630)	-95.9%
Total Revenues	37,700	56,517	56,520	18,820	49.9%
Professional Services	61,880	60,303	60,300	1,580	2.6%
Total Expenditures	61,880	60,303	60,300	1,580	2.6%
Net Revenues Less Expenditures	(24,180)	(3,786)	(3,780)	20,400	
Bond Fund					
Taxes	-	198	200	200	
Transfers In	184,490	179,036	179,040	(5,450)	-3.0%
Total Revenues	184,490	179,234	179,240	(5,250)	-2.8%
Other	184,490	56,386	179,040	5,450	3.0%
Total Expenditures	184,490	56,386	179,040	5,450	3.0%
Net Revenues Less Expenditures	-	122,848	200	200	
Capital Improvement Fund					
Intergovernmental Revenue	200,000	6,006	6,010	(193,990)	-97.0%
Charges for Goods/Services	232,000	-	-	(232,000)	-100.0%
Transfers In	1,979,920	1,972,006	1,972,010	(7,910)	-0.4%
Total Revenues	2,411,920	1,978,012	1,978,020	(433,900)	-18.0%
Professional Services	-	37,539	37,540	(37,540)	
Transfers-Out	862,510	862,456	862,460	50	0.0%
Other	2,025,220	604,253	604,270	1,420,950	1.3%
Total Expenditures	2,887,730	1,504,248	1,504,270	1,383,460	47.9%
Net Revenues Less Expenditures	(475,810)	473,764	473,750	949,560	
Water Fund					
Intergovernmental Revenue	-	2,939	2,930	2,930	
Charges for Goods/Services	2,487,440	2,912,340	2,912,330	424,890	17.1%
Miscellaneous Revenue	87,790	36,470	36,470	(51,320)	-58.5%
Total Revenues	2,575,230	2,951,750	2,951,730	376,500	14.6%
Wages	562,980	457,137	457,130	105,850	18.8%
Benefits	291,090	196,901	196,900	94,190	32.4%
Professional Services	113,380	210,954	210,950	(97,570)	-86.1%
Transfers-Out	1,310,000	1,310,000	1,310,000	-	0.0%
Other	1,604,610	1,671,021	1,671,040	(66,430)	-4.1%
Total Expenditures	3,882,060	3,846,013	3,846,020	36,040	0.9%
Net Revenues Less Expenditures	(1,306,830)	(894,263)	(894,290)	412,540	
Water Capital Fund					
Transfers In	1,310,000	1,310,000	1,310,000	-	0.0%
Total Revenues	1,310,000	1,310,000	1,310,000	-	0.0%
Other	1,310,000	163,872	163,860	1,146,140	87.5%
Total Expenditures	1,310,000	163,872	163,860	1,146,140	87.5%
Net Revenues Less Expenditures	-	1,146,128	1,146,140	1,146,140	

*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

December 2021 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2021 Revised Budget	2021 thru December	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Sewer Fund					
Intergovernmental Revenue	-	13,403	13,400	13,400	
Charges for Goods/Services	5,996,890	6,593,937	6,593,950	597,060	10.0%
Miscellaneous Revenue	175,000	24,759	24,760	(150,240)	-85.9%
Total Revenues	6,171,890	6,632,099	6,632,110	460,220	7.5%
Wages	730,980	666,031	666,020	64,960	8.9%
Benefits	386,450	289,562	289,560	96,890	25.1%
Professional Services	618,430	445,447	445,440	172,990	28.0%
Transfers-Out	1,843,170	1,843,170	1,843,170	-	0.0%
Other	4,270,360	4,283,997	4,284,000	(13,640)	-0.3%
Total Expenditures	7,849,390	7,528,208	7,528,190	321,200	4.1%
Net Revenues Less Expenditures	(1,677,500)	(896,108)	(896,080)	781,420	
Sewer Capital Fund					
Transfers In	1,843,170	1,843,170	1,843,170	-	0.0%
Total Revenues	1,843,170	1,843,170	1,843,170	-	0.0%
Other	1,843,170	534,194	534,190	1,308,980	71.0%
Total Expenditures	1,843,170	534,194	534,190	1,308,980	71.0%
Net Revenues Less Expenditures	-	1,308,976	1,308,980	1,308,980	
Solid Waste Fund					
Intergovernmental Revenue	450,000	17,767	17,770	(432,230)	-96.1%
Miscellaneous Revenue	-	793	790	790	
Total Revenues	450,000	18,560	18,560	(431,440)	-95.9%
Professional Services	331,810	20,290	20,290	311,520	93.9%
Other	450,000	213	210	449,790	100.0%
Total Expenditures	781,810	20,504	20,500	761,310	97.4%
Net Revenues Less Expenditures	(331,810)	(1,944)	(1,940)	329,870	
Storm Drainage Fund					
Intergovernmental Revenue	25,000	75,935	75,940	50,940	203.8%
Charges for Goods/Services	960,000	860,939	860,940	(99,060)	-10.3%
Miscellaneous Revenue	4,000	287	290	(3,710)	-92.8%
Total Revenues	989,000	937,161	937,170	(51,830)	-5.2%
Wages	460,840	256,160	256,160	204,680	44.4%
Benefits	213,560	114,570	114,570	98,990	46.4%
Professional Services	114,900	70,726	70,740	44,160	38.4%
Transfers-Out	35,000	35,000	35,000	-	0.0%
Other	514,460	451,813	451,800	62,660	12.2%
Total Expenditures	1,338,760	928,269	928,270	410,490	30.7%
Net Revenues Less Expenditures	(349,760)	8,891	8,900	358,660	
Storm Drainage Fund Notes					
Expenditures: Currently wages and benefits are estimated to be about 44% under budget.					
Storm Drainage Capital Fund					
Transfers In	35,000	35,000	35,000	-	0.0%
Total Revenues	35,000	35,000	35,000	-	0.0%
Other	35,000	9,129	9,130	25,870	73.9%
Total Expenditures	35,000	9,129	9,130	25,870	73.9%
Net Revenues Less Expenditures	-	25,871	25,870	25,870	

*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

December 2021 Monthly Financial Report

City of Shelton, Washington

City-Wide Overview - Revenues & Expenditures

Fund	2021 Revised Budget	2021 thru December	2021 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Payroll Benefits Fund					
Charges for Goods/Services	40,000	42,905	42,900	2,900	7.3%
Miscellaneous Revenue	1,900	277	280	(1,620)	-85.3%
Transfers In	164,800	27,314	27,310	(137,490)	-83.4%
Total Revenues	206,700	70,496	70,490	(136,210)	-65.9%
Benefits	206,700	51,439	51,440	155,260	75.1%
Total Expenditures	206,700	51,439	51,440	155,260	75.1%
Net Revenues Less Expenditures	-	19,057	19,050	19,050	

Payroll Benefits Fund Notes

Revenues & Expenditures: Estimated expenditures for benefits have decreased and transfers in are adjusted accordingly.

Equipment Maint & Rental Fund					
Intergovernmental Revenue	-	84	80	80	
Charges for Goods/Services	685,000	589,151	589,150	(95,850)	-14.0%
Miscellaneous Revenue	7,000	10,751	10,750	3,750	53.6%
Total Revenues	692,000	599,987	599,980	(92,020)	-13.3%
Wages	93,960	90,848	90,850	3,110	3.3%
Benefits	49,310	46,131	46,130	3,180	6.4%
Professional Services	38,340	2,396	2,400	35,940	93.7%
Other	780,400	622,452	622,470	157,930	20.2%
Total Expenditures	962,010	761,827	761,850	200,160	20.8%
Net Revenues Less Expenditures	(270,010)	(161,840)	(161,870)	108,140	

Firefighter's Pension Fund					
Taxes	100	-	-	(100)	-100.0%
Intergovernmental Revenue	9,650	8,296	8,300	(1,350)	-14.0%
Miscellaneous Revenue	8,000	377	380	(7,620)	-95.3%
Transfers In	121,220	-	-	(121,220)	-100.0%
Total Revenues	138,970	8,674	8,680	(130,290)	-93.8%
Benefits	93,570	68,715	68,730	24,840	26.5%
Professional Services	5,000	-	-	5,000	100.0%
Total Expenditures	98,570	68,715	68,730	29,840	30.3%
Net Revenues Less Expenditures	40,400	(60,042)	(60,050)	(100,450)	

Firefighters Pension Fund Notes

Revenues: Current estimate does not include a transfer-in from general fund in 2021.

Library Endowment Fund					
Miscellaneous Revenue	2,700	529	530	(2,170)	-80.4%
Total Revenues	2,700	529	530	(2,170)	-80.4%
Total Expenditures	-	-	-	-	
Net Revenues Less Expenditures	2,700	529	530	(2,170)	

*2021 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.



Olympia

Community Solar

We're a 501c(3) non-profit with
the mission is to steward an
equitable & accessible transition
to clean energy.





April - September 2022

What is a Solarize campaign?

Limited time
community driven
group purchase of
solar energy.





Olympia Community Solar's Role





Successful Solarize Projects in WA:



Solarize Mercer Island

2014 - 47 Installations

320 kW



Solarize Whatcom

2016 - 48 installations

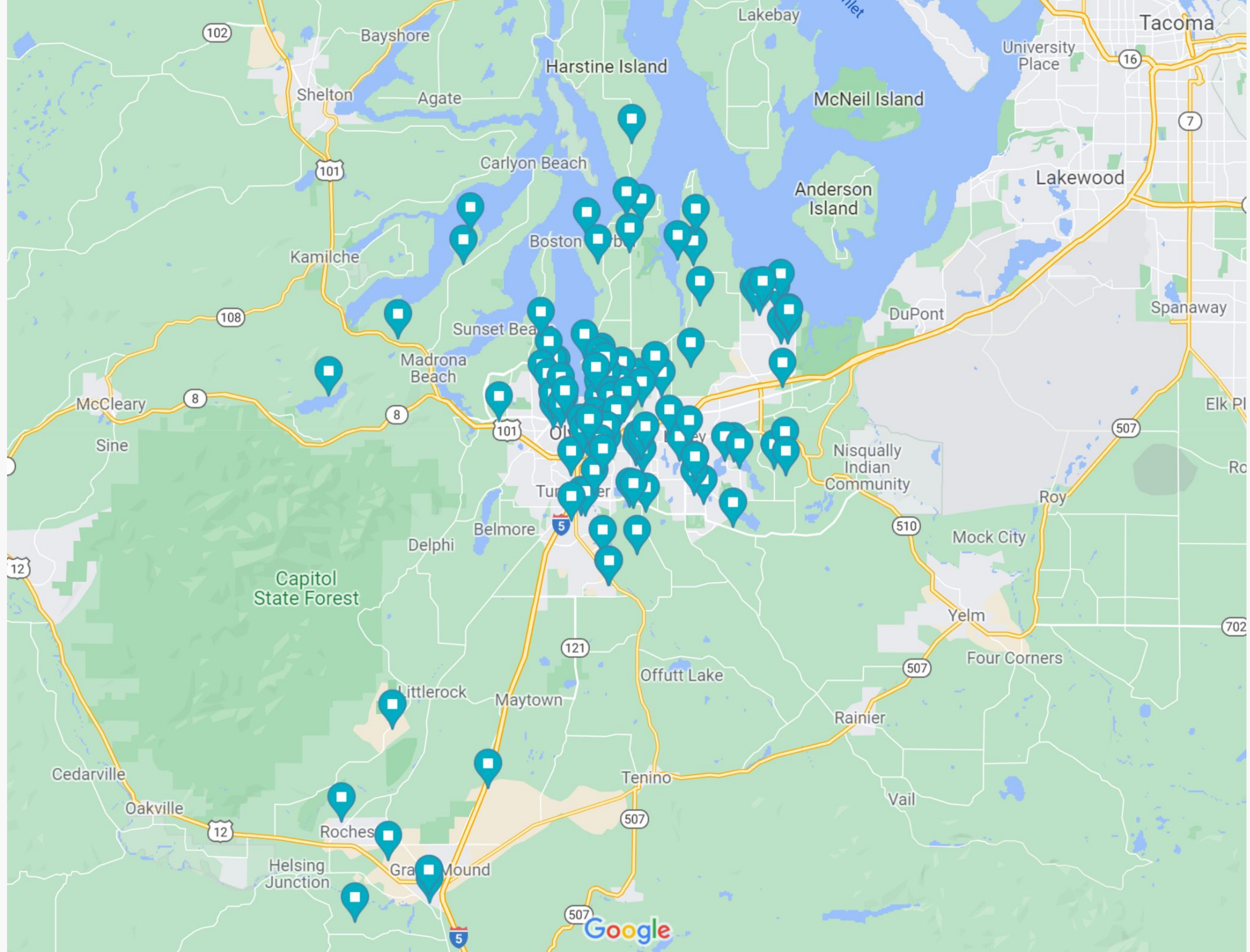
340 kW



Solarize Thurston

2021 - 139 Installations

1400 kW

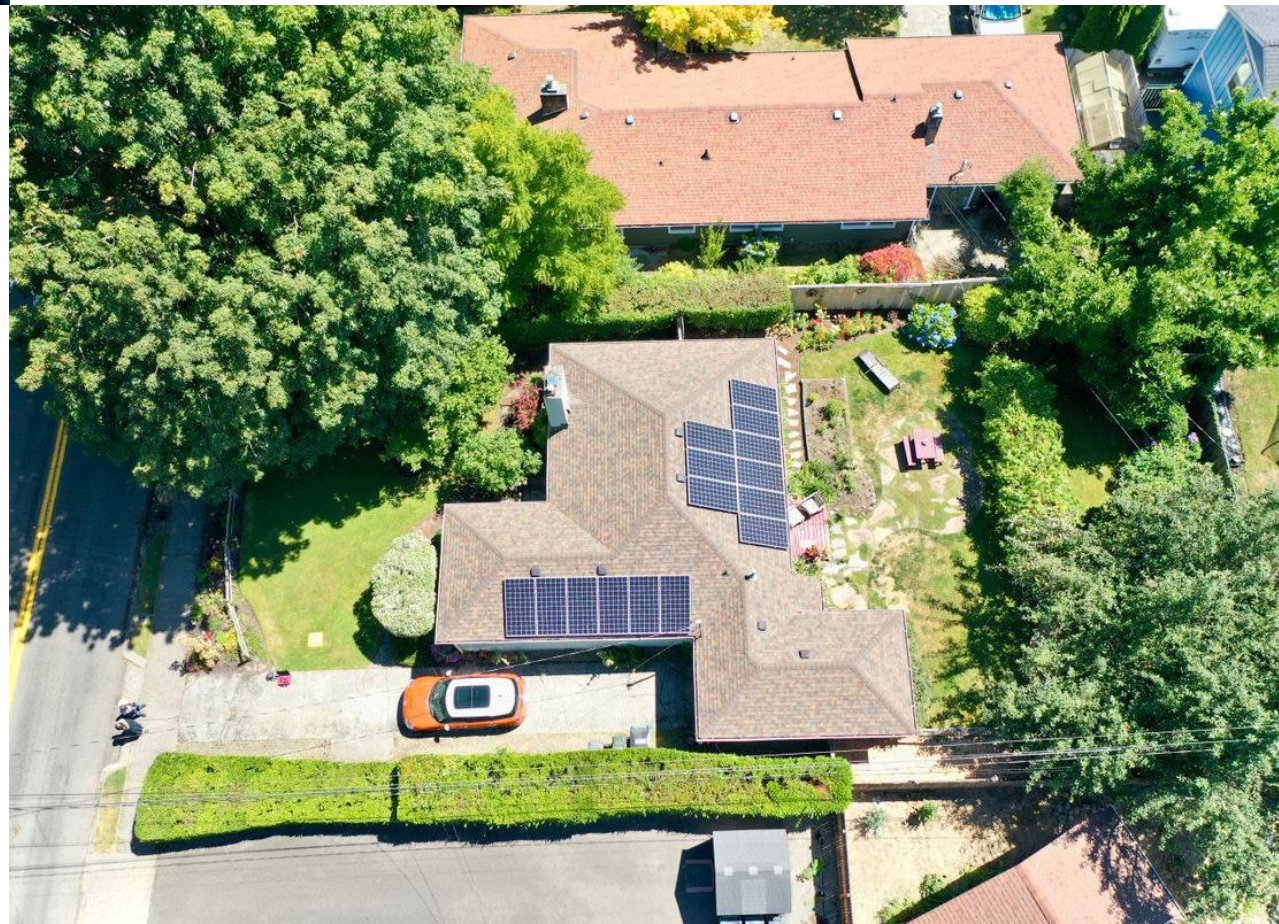




Affordability



Simplicity



Community



Help promote solar energy!

- 1 Insert our Solarize campaign materials into utility mailers
- 2 Post/repost our social media messaging & invites to educational workshops
- 3 Connections with local community forums and media



Learn more about our work!

olysol.org

[@olympiasolar](https://twitter.com/olympiasolar)

Ben@olysol.org

360-481-4020



Solarize 2022 Executive Summary

Solarize 2022 is a residential solar group purchasing campaign managed by Olympia Community Solar. A Solarize campaign is a way for an entire community to save money on solar by motivating a group of people to put panels on their rooftops. The Solarize concept is meant to save money by group purchasing systems from solar installers. You can think of Solarize as the “it’s better to buy in bulk” approach to solar.

In preparation to launch the campaign, Olympia Community Solar will hold a competitive bidding process to secure solar installers, and secure partnerships with local financial institutions to provide optional financing. OCS will negotiate special pricing with our partners, provide educational materials and seminars, answer questions and act as a customer advocate, host enrollment, communicate with partners, and evaluate performance.

Solarize catalyzes the adoption of solar energy by taking on three major market barriers; **cost, complexity, and customer inertia**.

- **Lower cost of installations** with bulk contracts and from reducing marketing and lead generation costs.
- **Reduce the complexity** of a solar purchase for the customer to “yes or no”. Prices pre-negotiated by Olympia Community Solar.
- Solarize uses education, competitive pricing, and a limited time offering to **overcome customer inertia and achieve installations**. The combination of these factors motivates customers to act. In addition, the spirit of group endeavor affords safety in numbers so participants don’t feel that they are making a decision on their own.

Timeline

- December 2021 - Issue request for solar and financing partners.
- February 2022- Installation contractors and finance partners selected.
- March- Marketing, messaging, promotional materials created and distributed to campaign partners. Webpage and sign up portal launched.
- April- Solarize campaign opens enrollment.
- September 1st- Solarize campaign ends (contract signing deadline).

Municipal Partners

Municipal partners are an essential part of the success of a Solarize campaign. Many cities also have their own climate and sustainability goals around encouraging the adoption of renewable energy. This is a perfect opportunity for cities to promote solar energy through education and reduced pricing options. Local governing bodies distribute information via social media or utility inserts. There is not only greater trust in the project itself by participants but the scope and scale of the campaign is amplified as well. Municipal partners will not be promoting any particular firm. All messaging and information distributed to municipal partners will omit names of all private

contractors. Olympia Community Solar's role as a non-profit (501c3) will also ensure honest, transparent, and positive communication between campaign partners and Solarize customers.

Sponsoring Organization

Olympia Community Solar is a non-profit community solar company established in 2018 whose mission is to steward an equitable and accessible transition to clean energy through community solar education, policy, and project development.



info@olysol.org

(360) 481-4020

olysol.org



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

Touch Date: 11/23/2021
Brief Date: 02/15/2022
Action Date: 03/01/2022

Department: Executive
Presented By: Jeff Niten

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Noise Regulations

☒ Ordinance

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:
- Ordinance No. 1982-0122

☐ Resolution

☒ Motion

☐ Other

02/03/2022

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

City staff have been analyzing proposed updates to the Shelton Municipal Code to ensure clarity and to provide concise regulations intended to address nuisance issues in the community. One of the sections of Code identified was SMC 9.18 Noise Regulations.

Several proposed changes to the code were identified by staff and presented to the City Council in a study session held on November 23, 2021. At that time Council requested staff address elements of the proposed code related to special events, and progressive penalties for violators of the Ordinance.

Staff has further revised the Ordinance including Sec. 9.18.020 Exclusion to ensure that the provisions of this proposed Chapter do not apply to Special Event activities permitted by SMC 5.46 Special Events. Additionally, staff expanded Sec. 9.18.030 to include progressive penalties including either a verbal or written warning for the first offense, a civil infraction for the second offense, and the third offense as a misdemeanor carrying penalties of up to 90 days in jail and/or a fine of up to \$1,000.

ANALYSIS/OPTIONS/ALTERNATIVES:

Staff will, following discussions among Council members, further refine the attached language to ensure the adopted language meets the intent of City Council.

BUDGET/FISCAL INFORMATION:

None

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move that we forward Ordinance No. 1982-0122 to the action agenda of the March 1st City Council meeting for further consideration."

ORDINANCE NO. 1982-0122

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING CHAPTER 9.18 OF THE
SHELTON MUNICIPAL CODE RELATING TO
NOISE REGULATIONS**

WHEREAS, it is essential to protect Shelton residents from the harmful effects of noise by adopting clear, common sense regulations prohibiting unreasonable public disturbance noises; and

WHEREAS, the Shelton Municipal Code noise regulations were written in 2006 and are in need of streamlining and updating to comply with subsequent developments in First Amendment law.

NOW, THEREFORE, the City Council of the City of Shelton hereby ordains as follows:

Section 1. Chapter 9.18 of the Shelton Municipal Code is amended to read as follows:

**Chapter 9.18
NOISE REGULATIONS**

Sections:

9.18.010 Public disturbance noises prohibited.

9.18.020 Exclusion.

9.18.030 Penalty.

9.18.010 Public disturbance noises prohibited.

A. General Prohibition. It is unlawful for any person to cause, or for any person in possession or control of property to allow to originate from the property, sound that is a public disturbance noise.

B. Public Disturbances. The following sounds are public disturbance noises in violation of this chapter when the noise is received in residential districts between the hours of 10 p.m. and 7 a.m. and the noise is plainly audible across a real property line or 50 feet from the source, whichever is less. For purposes of this Code, "residential district" shall include single family neighborhoods as well as zoning districts and land uses that are predominantly residential.

1. The frequent, repetitive or continuous sounding of any horn or siren attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law.

~~2. The creation of f~~requent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of any motor vehicle, motorcycle, off-highway vehicle or internal combustion engine ~~within a residential district, so as to unreasonably disturb or interfere with the peace and comfort of owners or possessors of real property.~~

~~3. Yelling, shouting, whistling or singing on or near public streets, particularly between the hours of ten p.m. and eight a.m. or at any time and place as to unreasonably disturb or interfere with the peace and comfort of owners or possessors of real property.~~

~~4~~3. The creation of ~~frequent,~~ Repetitive or continuous sounds ~~which emanate from any building, structure, apartment or condominium, which unreasonably disturbs or interferes with the peace and comfort of owners or possessors of real property, such as sounds from human voices, musical instruments, audio sound systems including those installed in motor vehicles, band sessions or social gatherings.~~

~~5. Sound from motor vehicle audio sound systems, such as tape players, radios and compact disc players, operated at a volume so as to be audible greater than fifty feet from the vehicle itself.~~

~~6. Sound from audio equipment, such as loud speakers, amplification equipment, tape players, radios and compact disc players, operated at a volume so as to be audible greater than fifty feet from the source and not operated upon the property of the operator or with the knowledge, permission or consent of the owner or legal occupant of the property, and if operated on the property of the operator or with the knowledge, permission or consent of the owner or legal occupant of the property, then so as to be audible greater than fifty feet from the boundary of the property. For the purposes hereof, any sound, music or other noise emanating from fixed or portable audio equipment of or in a business shall be presumed to be with the knowledge, permission or consent of the owner or legal occupant of the property, which presumption may be rebutted by reasonable evidence to the contrary.~~

~~7~~4. The repetitive squealing, screeching or other such sounds from motor vehicle tires in contact with the ground or other roadway surface because of rapid acceleration, braking or excessive speed around corners or because of such other reason; provided, that sounds which result from actions which are necessary to avoid danger shall be exempt from this section.

~~85.~~ Sounds originating from construction-sites, including but not limited to sounds from construction equipment, power tools and hammering, except in cases of emergency between the hours of ten p.m. and seven a.m. on weekdays and ten p.m. and nine a.m. on weekends.

~~96.~~ Sounds originating from residential property relating to temporary projects for the maintenance or repair of homes, non-residential premises, grounds and appurtenances, including but not limited to sounds from lawnmowers, leaf-blowers, powered hand tools, snow removal equipment and composters between the hours of ten p.m. and seven a.m. on weekdays and ten p.m. and nine a.m. on weekends.

7. Frequent, repetitive or continuous noise made by any animal that is within the possession or control of any person.

9.18.020 Exclusion.

This chapter shall not apply to special events as defined by SMC 5.46.010 and for which a permit has been issued subject to the provisions of SMC 5.46.060. ~~This chapter shall not apply to fireworks lawfully discharged within the city or to any public project on a public facility or public road within the city of Shelton.~~

9.18.030 Penalty.

~~Any person who violates the provisions of this chapter shall be guilty of a misdemeanor, the maximum penalty for which shall be ninety days in jail or a fine of one thousand dollars or both such fine and imprisonment.~~ Penalties for violation of this Chapter shall follow the steps outlined below:

- A. For a first offense, the violator shall receive a verbal or written warning from an enforcement officer.
- B. A second offense shall constitute a class 2 civil infraction under Chap. 7.80 RCW.
- C. For a third offense, the violator shall be guilty of a misdemeanor, the maximum penalty for which shall be ninety days in jail or a fine of one thousand dollars or both such fine and imprisonment.

Section 2. This Ordinance shall take effect five days after passage and publication as required by law.

Passed this _____ day of _____ 2022, at the regular meeting of the Shelton City Council.

Mayor Eric Onisko

AUTHENTICATED:

City Clerk Donna Nault



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F2)

Touch Date: 10/26/2021
Brief Date: 02/15/2022
Action Date: 03/01/2022

Department: Executive
Presented By: Jeff Niten

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Animal Control Regulations

☒ Ordinance

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:
- Ordinance No. 1983-0122

☐ Resolution

☒ Motion

☐ Other

02/03/2022

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

City staff have been analyzing proposed updates to the Shelton Municipal Code to ensure clarity and to provide concise regulations intended to address issues identified in the community. One of the sections of Code identified was SMC 7.02 Animal Control.

Several proposed changes to the code were identified by staff and presented to the City Council in a study session held on October 26, 2021. At that time Council requested staff address elements of the proposed code related to incentives for animals that are microchipped, leash length maximums and chickens within the Neighborhood Residential (NR) zone.

Staff has further revised the Ordinance including Sec. 7.02.010 Definitions to account for retractable leashes. Additionally, staff expanded Sec. 7.04.030 Fees to permit microchipped animals to be eligible for a lifetime license rather than an annual license. Finally, staff created a new Section, SMC 7.08.040 directly related to chickens on lots or parcels zoned NR.

ANALYSIS/OPTIONS/ALTERNATIVES:

Staff will, following discussions among Council members, further refine the attached language to ensure the adopted language meets the intent of City Council.

BUDGET/FISCAL INFORMATION:

None

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move that we forward Ordinance No. 1983-0122 to the action agenda of the March 1st City Council meeting for further consideration."

ORDINANCE NO. 1983-0122

AN ORDINANCE OF THE CITY OF SHELTON WASHINGTON AMENDING TITLE 7 AND SECTION 7.02.010 OF THE SHELTON MUNICIPAL CODE RELATING TO ANIMAL CONTROL

WHEREAS, the City of Shelton has police power authority to protect public health, welfare and safety by regulating animals within the City limits; and

WHEREAS, the City Council wishes to update its municipal code provisions relating to the regulation of animals.

NOW, THEREFORE, the Shelton City Council hereby ordains as follows:

Section 1. A new Section 7.02.010, entitled "Definitions," is added to the Shelton Municipal Code to read as follows:

A. The following definitions apply throughout Title 7 of the Shelton Municipal Code:

1. Except where the Code expressly applies only to dogs, cats, or domestic animals, "animal" means any nonhuman mammal, bird, reptile or amphibian.
2. "Animal control officer" means any individual employed, contracted, or appointed by the City of Shelton to aid in the enforcement of ordinances or laws regulating the care and control of animals.
3. "Altered" means a domestic animal has been spayed or neutered.
4. "At large" means an animal that is off or outside its owner's property, has no licensed owner, or has been abandoned by its owner, and is not being securely confined by a responsible party or restrained by a leash.
5. "Euthanize" means to humanely kill an animal through legal means, such as by a licensed veterinary service.
6. "Foster home" means a temporary home with approval by the animal control officer to house lost, abandoned, or unwanted dogs and cats until an adoptive home is located.

7. "K-9 law enforcement dog" means a dog used by a law enforcement agency that is specially trained for law enforcement work.
8. "Law enforcement officer" means an individual employed, contracted, appointed or otherwise authorized by law to aid in the enforcement of ordinances or laws regulating the care and/or control of animals.
9. "Leash" means to physically restrain an animal by lead or chain ~~6~~ 20 feet or less in length.
10. "Microchip" means permanent electronic identification injected into an animal.
11. "Owner" means any person who has a right, claim, title, legal share, or right of possession to an animal or a person having lawful control, custody, or possession of an animal.
12. "Pet animal" means a tamed or domesticated animal legally retained by a person and kept as a companion. "Pet animal" does not include livestock raised for commercial purposes.
13. "Rabies certificate" means a verification from a licensed veterinarian that an animal has been vaccinated against rabies.
14. "Service dog" means any animal that is trained or being trained to aid a person who has a visual, hearing, or mobility impairment or other disability, and is used for that purpose in accordance with the Americans with Disabilities Act. The term does not include animals whose sole purpose is to provide comfort or emotional support.
15. "Spay or neuter" means surgical procedures performed in order to prevent animals from reproducing.

Section 2. Chapter 7.04 of the Shelton Municipal Code is amended to read as follows:

7.04.010 Purpose.

It is the policy of the city of Shelton to secure and maintain a level of animal control sufficient to protect human health and safety, and to the greatest degree practicable, prevent injury to property. To this end, it is the purpose of this chapter to provide a means of licensing dogs and cats, ~~and~~ controlling errant animal behavior and ~~to~~ avoiding public nuisance. Nothing in this

chapter shall limit or regulate any dog or other animal used by an animal control or law enforcement officer in performing official duties.

~~7.04.020 Definitions—Principles of liability.~~

~~A. Principles of liability as defined in Chapter 9A.08 RCW apply to this chapter.~~

~~B. The following definitions apply throughout this chapter:~~

~~1. “Animal control officer” means any individual employed, contracted, or appointed by the city of Shelton to aid in the enforcement of ordinances or laws regulating the care and control of animals.~~

~~2. “Chief of police” means the chief of police of the city of Shelton, Washington, police department.~~

~~3. “Owner” means any person who has a right, claim, title, legal share, or right of possession to an animal or a person having lawful control, custody, or possession of an animal.~~

~~4. “Pet animal” means a tamed or domesticated animal legally retained by a person and kept as a companion. “Pet animal” does not include livestock raised for commercial purposes.~~

7.04.0230 Licensing.

A. All dogs and cats kept in the city of Shelton over six months of age shall be licensed and registered annually, except animals that have been implanted with a microchip identification device in which case a life time licensing fee applies. Before a license is issued by the city, the owner must show proof that the animal has a valid rabies vaccination provide a rabies vaccination certificate.

B. The following animals are exempt from licensing:

1. Animals kept by registered nonprofit animal welfare organizations;

2. Animals kept in foster homes for dogs and cats that are affiliated with a registered nonprofit animal welfare organization;

3. K9 officer dogs;

4. Service dogs with proof of rabies certificate.

7.04.0340 Fees—Penalty.

Licenses shall be issued by the city of Shelton upon application and payment of an annual license fee to the city of Shelton. The annual license fee is due ~~and payable on January 1st of each year~~ at the time of application. ~~The license fee will not be reduced, regardless of the date on which the application is submitted, except in the case of a lost or transferred license.~~ Dog license fees shall be set by resolution, and shall offer a reduced fee for animals that are altered and/or microchipped. Microchipped animals are subject to a one time lifetime licensing fee.

7.04.0450 Term of license.

Licenses shall expire ~~on the thirty-first day of December of each year~~ one year after issuance. Licenses issued to microchipped animals shall be in effect for the lifetime of the animal.

7.04.0560 Tags required.

It shall be the duty of the owner to see that the license tag is attached to a suitable collar and kept on the dog or cat.

7.04.0670 Removal of tags.

It is unlawful for any person to remove the license tag from any dog or cat, except:

- A. Where there is a lawful change of ownership;
- B. When or for the purpose of renewing the license tag is being renewed.
- C. When the dog or cat is inside the home or securely confined on the property of the legal owner.

7.04.080 Effect of change of ownership on license—Lost license.

A. It is unlawful for any owner to use any license tag for any dog or cat other than the one for which it has been issued.

B. In case of a transfer of ownership of a licensed dog or cat, the new owner shall apply for a transfer and ~~there will be~~ pay a nominal transfer fee set by resolution.

C. In case of a lost license, the owner shall apply for a replacement license and ~~there will be~~ pay a nominal replacement fee set by resolution.

7.04.090 Maximum Number of dogs and cats allowed.

A. No more than three ~~four dogs and/or cats~~ dogs over the age of six months may be owned, maintained, kept or trained at any one residence, for a maximum total of four animals, except in a licensed kennel or cattery which must be sited in accordance with all applicable

Shelton Municipal Code zoning provisions. After giving a written warning and a minimum of thirty (30) days to comply, the City may impound animals that are over the maximum number.

7.04.100 Impounding dogs and cats —Procedure and authority.

A. The city will maintain a suitable pound for dogs and cats and will ensure that all dogs and cats kept in that facility are adequately fed and treated in a humane manner. The city may seize and impound any dog or cat deemed a nuisance or at large, or when any person persists despite a written warning notice in keeping a number of animals over the maximum number allowed by this Chapter.

~~A. — A dog may be seized and impounded by the city upon written or oral complaint of any person who has actually witnessed the dog behaving in a manner which constitutes a nuisance as defined by this chapter.~~

B. The impounding officer shall, upon the impound of any dog or cat, make a complete registry, entering the breed, color and sex of such dog or cat and whether licensed, and the time and place of impound. If licensed, the officer shall also enter the name and address of the owner and the license number from the license tag.

C. The dog or cat's known or reputed owner will be notified of such impound, the procedure to ~~redeem~~ reclaim the dog or cat, and the appeal process as soon as ~~is practicable~~ possible.

7.04.101~~0~~ Impounded dog or cat boarding fee.

If any dog or cat is held in impound for more than ~~forty-eight~~ twenty-four hours, the owner will be charged a boarding fee for each additional day that the dog or cat is in impound. Such fee will be set by resolution and will be assessed as of ten a.m. of each day, beginning on the ~~third~~ second day after the dog or cat's impound.

7.04.11~~20~~ ~~Redemption~~ Reclaiming procedure -failure to reclaim.

~~A. — In City Residents.~~

~~1. — Redemption. Residents of the city of Shelton whose dog has been impounded under this chapter may redeem it~~ A. Reclaim period. Legal owners and persons authorized by legal owners may redeem impounded dogs and cats within three business days from the date the City notifies the owner that the animal has been impounded. of impound by paying to the city of Shelton the impound fee, applicable boarding fees and any unpaid dog licensing fees. Calculation of the period shall begin on the first business day following the dog's impound.

B. Requirements for reclaiming. Any person wishing to reclaim a dog or cat must be eighteen years or older with proof of age, provide proof of legal ownership or verifiable permission from the owner to reclaim the animal, and bring a collar and leash or crate to securely transport the animal. City residents must license the animal and pay any unpaid licensing fees before the animal may be reclaimed. Impound fees and boarding fees shall be due at the time the animal is reclaimed.

~~2. Notice. If the impounded dog has a license tag or other identification reflecting ownership, the city will make a reasonable effort to notify the apparent owner.~~

~~3B. Adoption. If the dog or cat is not redeemed~~ reclaimed by the owner within three business days after the owner is notified, any other person may adopt the dog or cat by paying the fee set by resolution; ~~provided, that the dog's owner has not petitioned the chief of police for the dog's release.~~ The adoption fee shall include a spay or neuter of the dog or cat and a rabies vaccination to be arranged by ~~and paid for by~~ the city of Shelton before the animal is released to the adopting owner~~adoption is considered final.~~ If the adopting owner is a city resident, the dog or cat shall be licensed in the city prior to adoption.

~~4C. Disposition or Destruction. Within the discretion of the city, if the dog or cat is not reclaimed by the owner within three business days and a reasonably prompt adoption is not arranged, redeemed four business days from the date of impound, and no petition has been made, the dog or cat may be humanely destroyed or otherwise disposed of~~ transferred to a registered nonprofit animal welfare organization if the animal is suitable for adoption, or else euthanized by a licensed veterinarian.

~~B. Out of City Residents.~~

~~1. Redemption. Nonresidents of the city of Shelton whose dog has been impounded under this chapter may redeem it within three business days from the date of impound by paying to the city of Shelton the impound fee and applicable boarding fees. Calculation of the redemption period shall begin on the first business day following the dog's impound.~~

~~2. Notice. If the impounded dog has a license tag or other identification reflecting ownership, the city will make a reasonable effort to notify the apparent owner.~~

~~3. Adoption. If the dog is not redeemed by the owner within three business days, any other person may adopt the dog by paying a fee set by resolution; provided, that the~~

~~dog's owner has not petitioned the chief of police for the dog's release. The adoption fee shall include a spay or neuter of the dog to be arranged by and paid for by the city of Shelton before the adoption is considered final.~~

~~4.—Disposition or Destruction. Within the discretion of the city, if the dog is not redeemed or adopted four business days from the date of impound, and no petition has been made, the dog may be humanely destroyed or otherwise disposed of.~~

7.04.130 Appeal procedure.

~~Within three business days of the date of impound, an owner may seek administrative review to prevent the animal's destruction or adoption by providing a written petition to the chief of police. The chief of police may impose conditions in order to return the animal or deny the request and allow the animal to be adopted, destroyed, or otherwise disposed of. The chief of police will respond to any such petition within ten business days of receiving such request. The city shall not allow adoption, disposal, or destruction of the animal once a request has been made until such time as the chief of police has answered the petition and instructed the animal control officer in what manner the officer is to proceed.~~

7.04.120 Reporting found animals

Anyone finding a dog or cat shall notify animal control or the owner directly, if the owner is able to be determined. Finders shall not keep or rehome found animals except upon agreement by the animal control officer to foster the animal.

7.04.150 Injured and diseased ~~pet~~ animals—Euthanasia ~~Destruction~~—~~Immunity from liability.~~

~~A.~~ Any ~~pet~~ animal in the possession of the city that is obviously diseased or has been seriously injured and would otherwise continue to suffer shall be taken to a licensed veterinarian for consultation and, if necessary, euthanized~~destroyed by an animal control officer.~~ Likewise, any ~~pet animal that is obviously diseased and is a likely threat to the health and safety of humans and/or other animals may be impounded and destroyed by an animal control officer.~~ Such actions shall be undertaken with reasonable prudence and, whenever possible, in consultation with a licensed veterinarian and the owner of the ~~pet animal.~~

~~B.—Animal control officers and licensed veterinarians shall be immune from civil and criminal liability for actions taken under this chapter if reasonable prudence is exercised in carrying out the provisions of this section.~~

7.04.160 Nuisance.

It is unlawful for any owner or custodian of a dog or cat to allow the dog or cat to become a nuisance within the city of Shelton. For the purposes of this chapter, “nuisance” is defined as follows:

~~A. Any dog not licensed as provided for by this chapter;~~

~~B. Any dog running at large in violation of the provisions of this chapter;~~

~~C. Any dog which by frequent or habitual howling, whining, yelping or barking unreasonably disturbs the peace and quiet of persons in the neighborhood continually for at least 30 minutes;~~

~~D. Any dog or cat which causes measurable or costly damage to any property other than that of its owner;~~

C. Animals that deposit waste on public property or upon private property without the permission of the owner;

D. Dogs that chase vehicles, bicycles, people, or pets.

7.04.170 Dogs at large prohibited.

It is unlawful for any person to allow any dog owned, or kept by him/her in the city of Shelton, to stray beyond the owner or custodian’s premises. Any time a dog is outside of the owner or custodian’s premises, the dog shall be controlled by a leash or chain not exceeding eight feet in length that is joined to the owner or a duly authorized and competent person; provided, however, that such restraint is not required for any dog when safely and securely held by the owner or confined or controlled in or upon a vehicle.

7.04.180 Dogs ~~prohibited~~ in city parks—Exemptions.

No owner or custodian of a dog shall allow ~~the~~ an unleashed dog to enter any city of Shelton park, except in designated off-leash areas and in accordance with the rules for that area; ~~whether the dog is on a leash or unleashed. Medically necessary and law enforcement dogs are exempt from this provision.~~

~~7.04.190 Diseased animals.~~

~~Any owner or custodian of a diseased animal, who allows the animal to roam beyond the owner or custodian’s property, or who sells or gifts such animal knowing it to be diseased without first apprising the purchaser or person taking the animal of the existence of such disease, shall be guilty of a misdemeanor.~~

7.04.2100 Pet animals—Taking and/or concealing—Penalty.

Any person who, with intent to deprive or defraud the owner thereof, takes, leads away, confines, secretes or converts any pet animal, or conceals the identity of any pet animal or the identity of such animal's owner by obscuring or removing from the animal any collar, tag, license, tattoo or other means of identification shall be guilty of a misdemeanor.

~~7.04.210 Obstructing a law enforcement officer.~~

~~RCW 9A.76.020, Obstructing a law enforcement officer, as now enacted or hereafter amended is adopted herein by reference. Obstructing a law enforcement officer is a gross misdemeanor.~~

7.04.210 Carrying animals on outside part of vehicle.

It shall be unlawful for any person to transport any living animal on the running board, fenders, hood, truck bed, or other outside part of any vehicle unless restrained by a suitable harness, cage or enclosure that is attached to the vehicle so as to protect such animal from falling or being thrown from the vehicle.

7.04.220 Violation—Penalties.

Unless otherwise set forth in this chapter, a violation of any provision of this chapter shall constitute a Class 3 civil infraction per Chap. 7.80 RCW for a first offense; a Class 2 civil infraction per Chap. 7.80 RCW for a second offense; and a Class 1 civil infraction per Chap. 7.80 RCW for a third offense. Subsequent violations shall constitute a misdemeanor, punishable by a fine of \$1,000 or 90 days in jail. ~~civil infraction. The first notice of violation shall be one hundred dollars and two hundred fifty dollars for each successive violation in any calendar year.~~

Section 3. Chapter 7.05 of the Shelton Municipal Code is repealed in its entirety.

Section 4. The following additional state law provisions prohibiting animal cruelty are incorporated into Section 9.02.010 of the Shelton Municipal Code: RCW 16.52.080 (transporting/confining in unsafe manner), 16.52.085 (removal of animals for feeding and care), 16.52.095 (prohibited veterinary procedures), 16.52.100 (confinement without food and water), 16.52.190 (poisoning animals), 16.52.200 (sentencing/forfeiture of animals), 16.52.340 (leaving animals in motor vehicles), and 16.52.350 (dog tethering).

Section 5. Chapter 7.06 of the Shelton Municipal Code is renamed "Potentially Dangerous and Dangerous Dogs" and amended as follows:

7.06.010 Adopting state statute.

Chapter 16.08 of the animals and livestock law of the state of Washington (RCW Title 16) as now enacted or hereafter amended is hereby adopted by reference, as a part of the dangerous

dog laws of the city of Shelton, with the exception of any provision constituting a felony and any provision in conflict with the city of Shelton dangerous dogs ordinance. Where this chapter is in conflict with Chapter 16.08 RCW, the Shelton Municipal Code shall govern

7.06.020 Fees and Costs.

An annual fee to register a potentially dangerous dog, in addition to a regular dog license fee, may be imposed by the city. In addition, any costs of confinement, control and/or destruction of the dog, if it has been determined to be “potentially dangerous” or “dangerous,” shall be the responsibility of the dog’s owner. Fees and costs may be set by the animal control authority as necessary to offset the City’s costs. ~~will be set by resolution.~~

7.06.030 Potentially dangerous dogs.

A. The animal control authority ~~shall~~ may declare a dog potentially dangerous if ~~it appears~~ there is probable cause to believe that a dog meets the definition of “potentially dangerous dog” as defined under RCW 16.08.070.

B. Upon determination that a dog is potentially dangerous, the animal control authority shall serve a potentially dangerous dog declaration upon the dog owner in person or by regular and certified mail, return receipt requested.

C. The potentially dangerous dog declaration shall contain:

1. A description of the animal;
2. The name and address of the owner if known;
3. The location of the animal;
4. A warning that states, “The owner of any dog that aggressively attacks and causes severe injury or death of any human, whether or not the dog has previously been declared potentially dangerous or dangerous, shall, upon conviction, be guilty of a Class C felony”;
5. The statutory basis for the action;
6. The reasons the authority considers the animal potentially dangerous, including a reasonably specific description of how the animal inflicted bites on a human or domestic animal (including a dog or cat); chased or approached a person in a menacing fashion; or

has a known disposition to attack unprovoked, cause injury, or otherwise threaten safety of humans or domestic animals;

7. A statement that the dog is prohibited within the city of Shelton if ultimately declared dangerous;

8. An explanation of the owner's rights and proper procedure for appealing the "potentially dangerous dog" ~~or "dangerous dog"~~ declaration; and

9. Restrictions imposed on the animal, such as a requirement for the animal to be securely enclosed on the owner's property and securely leashed and muzzled outside the property; a surety bond and/or insurance; and/or warning signs; and

~~9. The requirement that the potentially dangerous dog be properly microchipped by a licensed veterinarian of the owner's choice, at the sole expense of the owner, within thirty calendar days of being declared a "potentially dangerous dog" and that proof that the dog has been microchipped shall be provided to the animal control authority.~~

D. The owner of a dog declared "potentially dangerous" must have the dog properly microchipped by a licensed veterinarian of the owner's choice, at the sole expense of the owner, within thirty calendar days of being declared a "potentially dangerous" dog.

E. The owner of a dog declared "potentially dangerous" must, within thirty-five calendar days of such declaration, show proof to the animal control authority that such dog has been properly microchipped.

7.06.035 Declaration of dangerous dog

A. The animal control authority may declare a dog dangerous when there is probable cause to believe the dog meets the definition of RCW 16.08.070, as outlined in Subsection C.6 of this Section.

B. Upon determination that a dog is dangerous, the animal control authority shall serve a dangerous dog declaration upon the owner in person or by regular and certified mail, return receipt requested.

C. The dangerous dog declaration shall contain:

1. A description of the animal;

2. The name and address of the owner if known;
3. The location of the animal;
4. A warning that states, "The owner of any dog that aggressively attacks and causes severe injury or death of any human, whether or not the dog has previously been declared potentially dangerous or dangerous, shall, upon conviction, be guilty of a Class C felony";
5. The statutory basis for the action;
6. The reasons the authority considers the animal dangerous, including a reasonably specific description of how the dog inflicted severe injury on a human being without provocation on public or private property; killed a domestic animal, dog or cat without provocation while the dog was off the owner's property; or was previously found to be potentially dangerous because of injury inflicted on a human, the owner having received notice of such and the dog again aggressively bit, attacked, or endangered the safety of humans;
7. A statement that the dog is prohibited within the city of Shelton if ultimately declared dangerous;
8. An explanation of the owner's rights and proper procedure for appealing the "dangerous dog" declaration; and
9. Restrictions imposed on the animal, such as a requirement for the animal to be securely enclosed on the owner's property and securely leashed and muzzled outside the property; a surety bond and/or insurance; and/or warning signs, while awaiting final determination of the dangerous dog designation.

7.06.03540 Dangerous dogs prohibited within the city of Shelton.

- A. Any dog that has been declared a "dangerous dog" as defined by RCW 16.08.070 is prohibited within the limits of the city of Shelton and may be impounded by the animal control authority.
- B. In the event that a dog has been declared a "dangerous dog" under the Shelton Municipal Code and impounded by the animal control authority, the owner of such dog may, within ten business days petition the municipal court for return of the dog upon proof sufficient to the court that the dog will not be kept within the city limits.

C. No sooner than eleven business days after a dog has been declared dangerous, when no appeal is pending to the municipal court to stay destruction and when no petition is pending before the court to authorize removal of the dog from the city, the animal control authority shall arrange for such dog shall to be euthanized humanely destroyed by a licensed veterinarian the animal control authority. All costs of confinement and euthanasia destruction may be charged to the owner.

7.06.040 Appeal procedure

A. The owner of any dog declared to be dangerous or potentially dangerous may request a hearing before the municipal court judge of the city of Shelton to challenge such a determination.

B. The request for a hearing shall state:

1. The name, address and daytime telephone number of the owner;
2. The name, breed, age and license number of the dog declared to be dangerous or potentially dangerous;
3. The date and/or case number of the declaration; and
4. A statement of why the determination should be rescinded or modified, and/or why the animal should be returned to the owner for permanent keeping outside the City limits.

C. The request for hearing shall be served on the municipal court and the animal control authority within ten business days of service of the declaration.

D. The determination of the animal control authority shall become final upon the expiration of ten business days from the date of service if no hearing is requested under this section.

E. The municipal court judge shall hear all requests for appeal of a declaration of dangerous dog or potentially dangerous dog.

1. A hearing shall be held within ~~ninety~~ thirty days of the owner's request for rescission of a dangerous or potentially dangerous dog declaration.
2. The animal control authority may submit reports and sworn complaints in lieu of live testimony at the hearing.

3. The municipal court judge may consider any ~~other~~ competent evidence relevant to the declaration.

4. The municipal court judge shall determine if, by a preponderance of evidence, the dog has been shown to be dangerous or potentially dangerous. If the evidence fails to establish that the dog is as set out in the declaration, such declaration shall be rescinded and the animal shall be returned to its owner.

5. The municipal court judge may impose conditions for return or continued possession of a dog, such as a requirement for the animal to be securely enclosed on the owner's property and securely leashed and muzzled outside the property; a surety bond and/or insurance; and/or warning signs.

7.06.050 Change of ownership

An owner of a potentially dangerous or dangerous dog who sells or otherwise transfers ownership, custody or residence of the dog shall, within five business days, inform the animal control authority, in writing, of the name, address and telephone number of the new owner and the name and description of the dog and the dog's registration number, if any. In addition, the owner shall notify the new owner, in writing, of the details of the dog's record, terms and conditions of maintenance. The owner shall provide the animal control authority with a copy of such notification together with an acknowledgment by the new owner of his/her receipt of the original notification.

~~7.06.055 Registration of dogs already declared potentially dangerous or dangerous.~~

~~Any person who owns a potentially dangerous or dangerous dog residing within the city of Shelton as of the effective date of the ordinance codified in this section shall register said dog with the Shelton animal control authority within thirty calendar days of the ordinance taking effect. Upon registration, the animal control authority shall specify the conditions under which the animal is to be kept (in accordance with this chapter) and, in the case of a dangerous dog, the length of time which the person has to dispose of the dog. Failure to timely register a dog or to comply with the conditions of registration shall constitute a violation of this chapter.~~

Section 6. Chapters 7.08 and 7.12 of the Shelton Municipal Code are repealed in their entirety.

Section 7. A new Chapter 7.08, entitled "Domestic Animals," is enacted to read as follows:

7.08.010 Domestic animal – Defined

For purposes of this Chapter, “domestic animal” means any animal, excluding dogs and cats, that is made to be domestic and kept for agricultural purposes and/or as a pet, including a rabbit, horse, mule, bovine animal, poultry, duck, lamb, goat, sheep or swine.

7.08.020 Domestic animals – conditions for keeping

A. Domestic animals may be kept only where specifically allowed under the development regulations and Section 7.08.030 of this Code.

B. Domestic animals shall be kept securely confined on the property of the owner. Domestic animals that stray from the property of the owner shall be considered at large and subject to abatement.

C. Domestic animals shall be kept in sanitary conditions that emit no noxious odors beyond the property line.

7.08.030 Domestic animals – where allowed

A. Domestic animals may be kept in the neighborhood residential zone on lots or parcels of one acre or more. The acreage restriction does not apply to indoor rabbits kept as pets.

B. Non-avian domestic animals are limited to two total, counting all types, per acre. Birds are limited to twenty total, counting all types, per acre.

C. Barns, coops, and other structures for the sheltering of domestic animals shall be set back not less than thirty-five feet from all property lines and not less than fifty feet from any existing residential dwelling unit on adjoining property.

7.08.040 Domestic animals – chickens

A. Chickens may be kept in the neighborhood residential zone on lots or parcels of 5,000 square feet or more. Roosters are explicitly prohibited.

B. Parcels or lots that are 5,000 square feet up to 43,559 square feet shall not keep more than five chickens.

C. Chicken coops or other structures intended to house chickens must be set back from any property line not less than 10 feet, and shall not be located closer than 30 feet from any residential structure on any adjacent or adjoining parcel or lot.

Section 8. Effective date. This Ordinance shall take effect five days after final passage.

PASSED by the City Council this ____ day of March 2022.

Eric Onisko, Mayor

ATTEST/AUTHENTICATED:

Donna Nault, City Clerk



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F3)

Touch Date: 02/1/2022
Brief Date: 02/15/2022
Action Date: 03/01/2022

Department: Community Development
Presented By: Mark Ziegler, Director

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
**Parks and Recreation
Advisory Committee
Appointments**

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Parks and Recreation Advisory Committee currently has three open positions to be filled. Among the tasks the Committee is responsible for include advising the Council on future parks and recreational resources, make recommendations on park use and regulations, serve a liaison to the community, and assist in comprehensive planning efforts.

Staff has advertised the openings through local media and the City's media outlets. Two letters of interest have been submitted by individuals that have expired terms and one new individual has expressed interest. Debra Dozier and Sue Patterson have been valuable members of the committee and are interested in continuing on the committee. Melissa Stearns has applied for the remaining opening on the committee. The terms are four years in length.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

N/A

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

"I move to place the appointment of Debra Dozier, Sue Patterson and Melissa Stearns to the Parks and Recreation Advisory Committee on the action agenda for the meeting on March 1, 2022".



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F4)

Touch Date: 02/02/2022
Brief Date: 02/15/2022
Action Date: 03/01/2022

Department: Public Works
Presented By: Ken Gill

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
2021 Chip Seal Project Final
Acceptance

☐

Ordinance

☒ Dept. Head

☒

Resolution

☐ Finance Director

ATTACHMENTS:

☐ Attorney

- Resolution No. 1226-0222
- PowerPoint Presentation

☒

Motion

☐ City Clerk

☐

Other

☐ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

On May 5, 2021, using the Municipal Research and Services Center (MRSC) Small Works Roster, City Staff distributed an Invitation to Bid (ITB) for construction of the 2021 Chip Seal Project. Three responsive bids were opened on May 19, 2021 and on June 1, 2021, City Council approved a Contract with Sierra Santa Fe Corporation for their low bid of \$137,885.00.

Construction of the project commenced September 8th and on October 13th the project was deemed Substantially Complete. The Contractor returned on January 31, 2022, to complete remaining punch list items and the Physical Completion letter was issued that same day.

The final amount to be paid to the Contractor, after retainage, will be \$130,237.27.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The adopted 2021 budget allowed for \$540,000 to be expended on street improvement activities out of the Capital Improvement Fund. On December 7, 2021, Council approved Supplemental Budget #2, allowing the transfer of \$145,000 from the Capital Improvement Fund to the Street Fund for the 2021 Chip Seal Project, as chip seal is a maintenance activity and not a capital project. The total payment to Sierra Santa Fe for completion of the 2021 Chip Seal Project, after retainage, will be \$130,237.27.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the Public Works Department.

STAFF RECOMMENDATION/MOTION:

"I recommend moving Resolution No. 1226-0222 to the March 1st action agenda".

RESOLUTION NO. 1226-0222

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON
ACCEPTING THE 2021 CHIP SEAL PROJECT AS FINAL AND COMPLETE**

WHEREAS, a Contract for the 2021 Chip Seal Project was awarded to Sierra Santa Fe Corporation in the amount of \$137,885.00 on June 1, 2021, following a competitive bidding process through the City of Shelton Small Works Roster; and

WHEREAS, construction of the project commenced September 8, 2021; and

WHEREAS, the project was deemed Substantially Complete on October 13, 2021 and achieved Physical Completion on January 31, 2022; and

WHEREAS, the final amount paid to the Contractor, after retainage, will be \$130,237.27; and

WHEREAS, all documentation required by the Contract and required by law for final acceptance of the project has been furnished by the Contractor.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton that the 2021 Chip Seal Project is accepted as final and complete.

INTRODUCED on the 15th day of February 2022 and **PASSED** by the City Council at its regular meeting held on this 1st day of March 2022.

ATTEST:

Mayor Onisko

City Clerk Nault



2021 CHIP SEAL

February 15, 2022

SCOPE OF WORK

- ▣ City crews remove turn arrows from center turn lane and recessed pavement markers.
- ▣ Stripe Rite crack sealed.
- ▣ Sierra Santa Fe placed crushed rock over emulsified Asphalt (CRS-2P) on North 13th from Mason County Hospital to Wallace Kneeland.
- ▣ Albina Asphalt sprayed fog seal.
- ▣ Stripe Rite installed striping and crosswalks.

Placing emulsified asphalt in bus stop on N13th in front of Olympic College



Placing emulsified asphalt in bus stop on N13th in front of Olympic College prior to rock placement



Placing rock on emulsified asphalt in bus stop on N13th in front of Olympic College



Placing rock on emulsified asphalt in bus stop on N13th in front of Olympic College



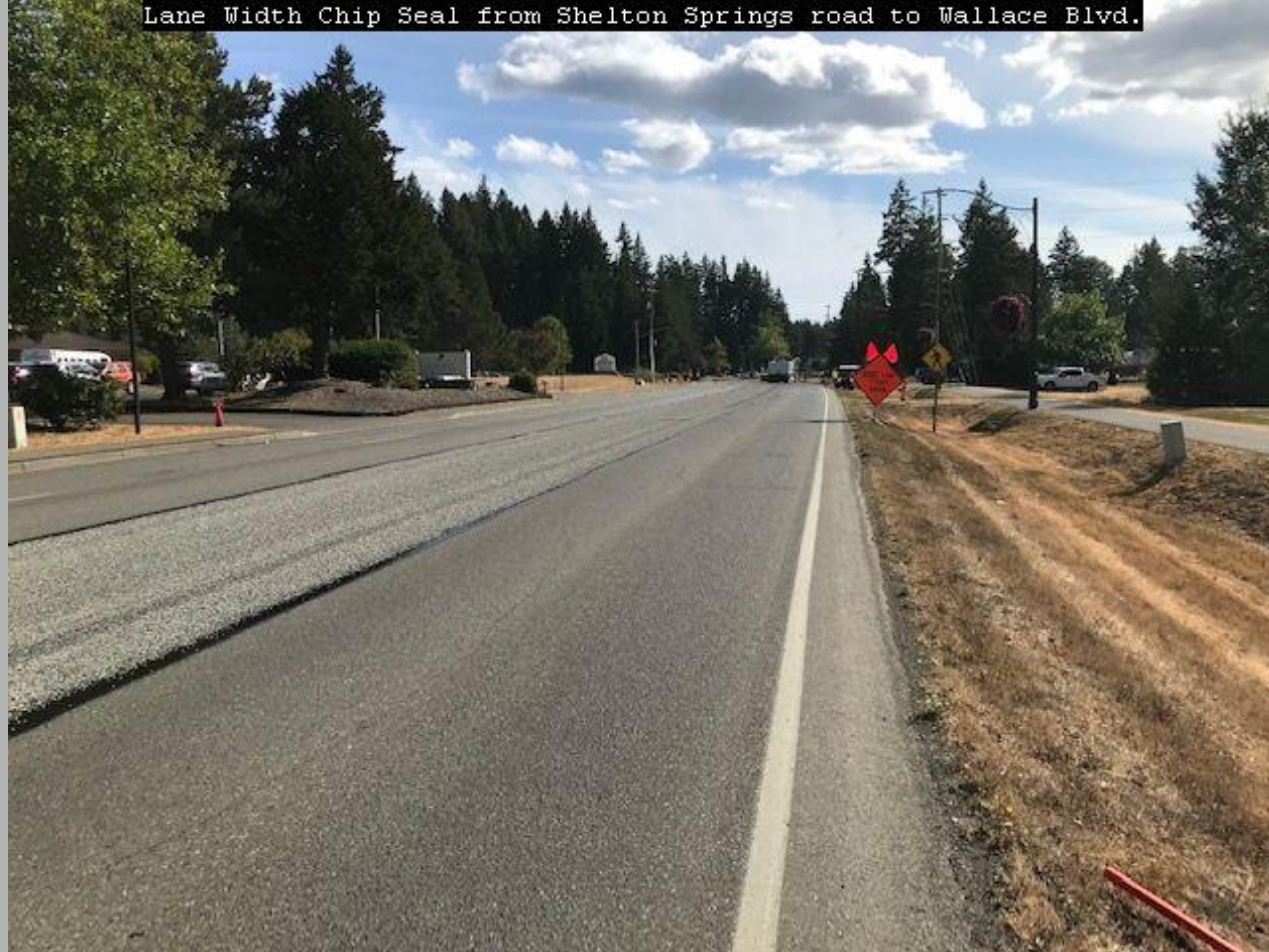
Placing rock on emulsified asphalt in bus stop on N13th in front of Olympic College



Rubber tired rollers compacting rock into emulsified asphalt



Lane Width Chip Seal from Shelton Springs road to Wallace Blvd.



Shelton 2021 Chip Seal - School Buses in traffic line











CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F4)

Touch Date: 02/02/2022
Brief Date: 02/15/2022
Action Date: 03/01/2022

Department: Public Works
Presented By: Ken Gill

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
2021 Chip Seal Project Final
Acceptance

☐

Ordinance

☒ Dept. Head

☒

Resolution

☐ Finance Director

ATTACHMENTS:

☐ Attorney

- Resolution No. 1226-0222
- PowerPoint Presentation

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

On May 5, 2021, using the Municipal Research and Services Center (MRSC) Small Works Roster, City Staff distributed an Invitation to Bid (ITB) for construction of the 2021 Chip Seal Project. Three responsive bids were opened on May 19, 2021 and on June 1, 2021, City Council approved a Contract with Sierra Santa Fe Corporation for their low bid of \$137,885.00.

Construction of the project commenced September 8th and on October 13th the project was deemed Substantially Complete. The Contractor returned on January 31, 2022, to complete remaining punch list items and the Physical Completion letter was issued that same day.

The final amount to be paid to the Contractor, after retainage, will be \$130,237.27.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The adopted 2021 budget allowed for \$540,000 to be expended on street improvement activities out of the Capital Improvement Fund. On December 7, 2021, Council approved Supplemental Budget #2, allowing the transfer of \$145,000 from the Capital Improvement Fund to the Street Fund for the 2021 Chip Seal Project, as chip seal is a maintenance activity and not a capital project. The total payment to Sierra Santa Fe for completion of the 2021 Chip Seal Project, after retainage, will be \$130,237.27.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the Public Works Department.

STAFF RECOMMENDATION/MOTION:

"I recommend moving Resolution No. 1226-0222 to the March 1st action agenda".

RESOLUTION NO. 1226-0222

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON
ACCEPTING THE 2021 CHIP SEAL PROJECT AS FINAL AND COMPLETE**

WHEREAS, a Contract for the 2021 Chip Seal Project was awarded to Sierra Santa Fe Corporation in the amount of \$137,885.00 on June 1, 2021, following a competitive bidding process through the City of Shelton Small Works Roster; and

WHEREAS, construction of the project commenced September 8, 2021; and

WHEREAS, the project was deemed Substantially Complete on October 13, 2021 and achieved Physical Completion on January 31, 2022; and

WHEREAS, the final amount paid to the Contractor, after retainage, will be \$130,237.27; and

WHEREAS, all documentation required by the Contract and required by law for final acceptance of the project has been furnished by the Contractor.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton that the 2021 Chip Seal Project is accepted as final and complete.

INTRODUCED on the 15th day of February 2022 and **PASSED** by the City Council at its regular meeting held on this 1st day of March 2022.

ATTEST:

Mayor Onisko

City Clerk Nault

2021 CHIP SEAL

February 15, 2022

SCOPE OF WORK

- ▣ City crews remove turn arrows from center turn lane and recessed pavement markers.
- ▣ Stripe Rite crack sealed.
- ▣ Sierra Santa Fe placed crushed rock over emulsified Asphalt (CRS-2P) on North 13th from Mason County Hospital to Wallace Kneeland.
- ▣ Albina Asphalt sprayed fog seal.
- ▣ Stripe Rite installed striping and crosswalks.

Placing emulsified asphalt in bus stop on N13th in front of Olympic College



Placing emulsified asphalt in bus stop on N13th in front of Olympic College prior to rock placement



Placing rock on emulsified asphalt in bus stop on N13th in front of Olympic College



Placing rock on emulsified asphalt in bus stop on N13th in front of Olympic College



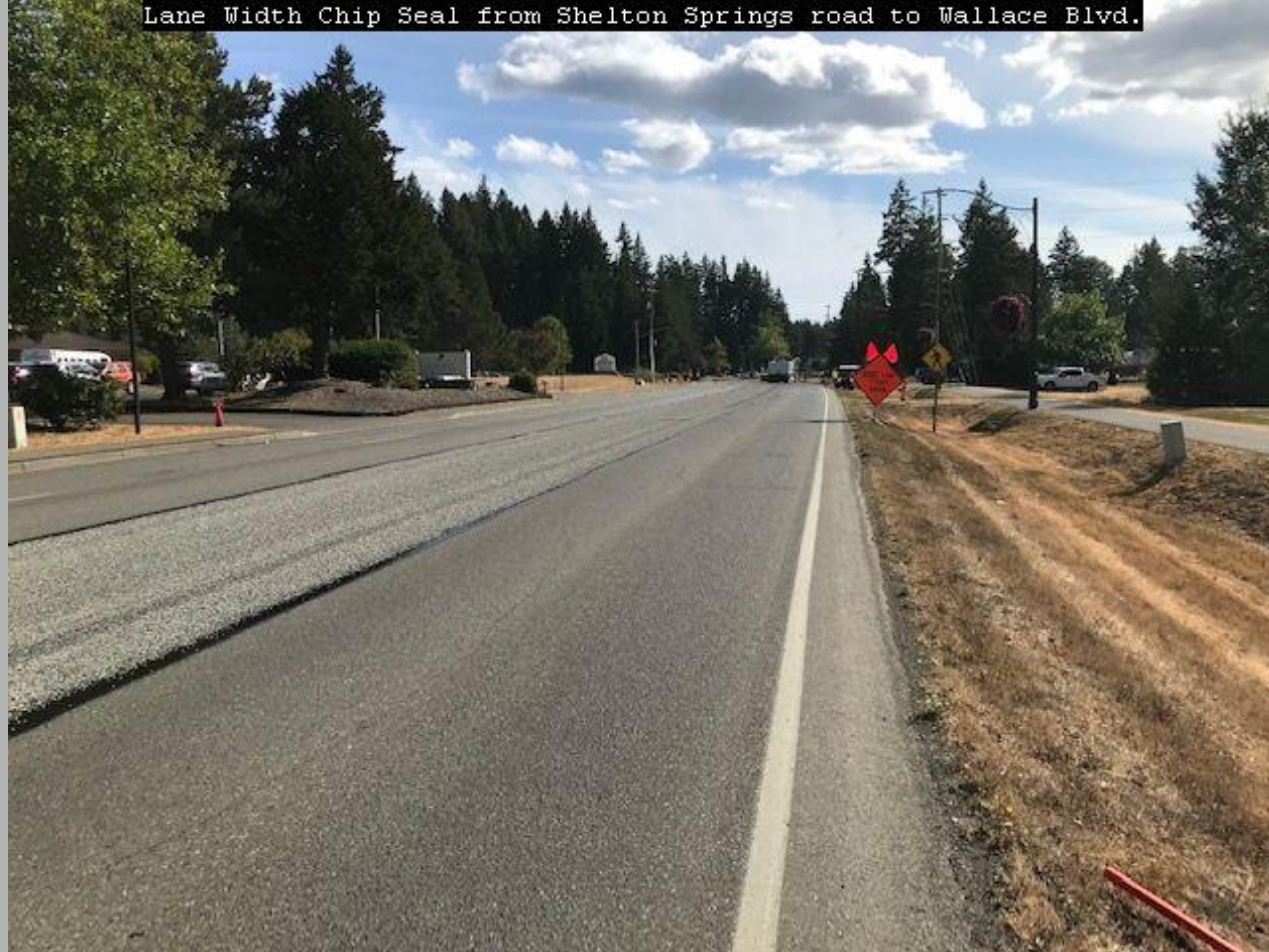
Placing rock on emulsified asphalt in bus stop on N13th infront of Olympic College



Rubber tired rollers compacting rock into emulsified asphalt



Lane Width Chip Seal from Shelton Springs road to Wallace Blvd.



Shelton 2021 Chip Seal - School Buses in traffic line











CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G1)

Touch Date: 01/18/2022
Brief Date: 02/01/2022
Action Date: 02/15/2022

Department: Public Works

Presented By: City Engineer Ken Gill and Erik Howe, Principal with
RH2 Engineering, Inc.

APPROVED FOR COUNCIL PACKET:

ROUTE TO:

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

REVIEWED:

JH

JN

PROGRAM/PROJECT TITLE:

Design Contracts with RH2
Engineering for SRTS and Brockdale
Road

ATTACHMENTS:

- 1) Resolution 1223-1221 Design
Contract for with RH2 Engineering for
Safe Routes to School
- 2) PSA_AGMT_SRTS
- 3) Resolution 1224-1221 Design
Contract for with RH2 Engineering for
Brockdale Road
- 4) PSA_AGMT Brockdale
- 5) PPT presentation

Action Requested:

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

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Shelton was awarded \$770,103 through a competitive process in Safe Routes to School state funding in July 2021. The SRTS scope includes crosswalk improvements at 7th/Franklin, 9th/Railroad Ave and Shelton Springs Road at Huff & Puff Park. The grant funds are for design and construction and require a 13.5% match. Shelton applied for and was notified by Mason County of \$278,000 in federal funding in April 2021; the scope includes a hot mix asphalt overlay on Brockdale Road from Wallace-Kneeland to Batstone Cutoff Road. The grant funds are for construction and require a 13.5% match.

Staff advertised the need for design services for both projects in August 2021 and received responses from five firms in October 2021. An interview panel consisting of two Mason County and three Shelton staff selected RH2 Engineering as the most qualified firm on October 27, 2021. Erik Howe, a professional engineer with experience managing state and federally funded projects has prepared the attached scope and fee contracts to provide design services for both projects. The maximum amount payable for both is \$161,238. Erik will explain the scope of work with the attached PowerPoint presentation.

ANALYSIS/OPTIONS/ALTERNATIVES:

Council could choose to not recommend signature of the agreements and return the funding.

BUDGET/FISCAL INFORMATION:

Council budgeted \$200,190 in transportation benefit funds for design and construction management in 2022 for this effort.

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

"I move to adopt Resolution Numbers 1223-1221 and 1224-1221."

RESOLUTION NO. 1223-1221

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL AGENCY A&E PROFESSIONAL SERVICES NEGOTIATED HOURLY RATE CONSULTANT AGREEMENT FOR THE SAFE ROUTES TO SCHOOL PROJECT WITH RH2 ENGINEERING

WHEREAS, the City has determined the need for engineering services for the Safe Routes to School Project; and

WHEREAS, the City has prepared an advertisement for engineering services and interviewed three firms in accordance with Local Agency Guidelines; and

WHEREAS, RH2 Engineering has been selected as the most qualified firm; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington that the City Manager is authorized to sign a contract with RH2 Engineering in the amount of \$101,952.21 for engineering services to provide plans and specifications for bidding for the improvements associated with the Safe Routes to School project.

INTRODUCED on this 1st day of February 2022 and **PASSED** by the City Council of the City of Shelton on this 15th day of February 2022.

ATTEST:

Mayor Onisko

City Clerk Nault

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): RH2 Engineering, Inc.	
Address 300 Simon St SE, Suite 5, East Wenatchee, WA 98802	Federal Aid Number
UBI Number 600 373 878	Federal TIN 91-1108443
Execution Date	Completion Date December 31, 2024
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Title SRTS Crosswalk Improvements	
Description of Work The City of Shelton (City) has requested that RH2 Engineering, Inc., (RH2) perform the engineering services for a Safe Routes to School (SRTS) project that includes Americans with Disabilities Act (ADA) compliant sidewalk ramp improvements and pedestrian actuated Rectangular Rapid Flashing Beacon (RRFB) crossings at three locations in Shelton, Washington, within the project limits.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$101,952.21	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Shelton, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:				If to CONSULTANT:			
Name:	Ken Gill			Name:	Mr. Erik Howe		
Agency:	City of Shelton			Agency:	RH2 Engineering, Inc.		
Address:	525 W. Cota St.			Address:	300 Simon Street SE, Suite 5		
City:	Shelton	State:	WA	City:	East Wenatchee	State:	WA
		Zip:	98584			Zip:	98802
Email:	ken.gill@sheltonwa.gov			Email:	ehowe@rh2.com		
Phone:	(360) 432-5144			Phone:	(509) 886-6761		
Facsimile:				Facsimile:			

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Ken Gill
Agency: City of Shelton
Address: 525 W. Cota St.
City: Shelton State: WA Zip: 98584
Email: ken.gill@sheltonwa.gov
Phone: (360) 432-5144
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature Paul R. Cross, Executive Vice President

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

EXHIBIT A
Scope of Work
City of Shelton
SRTS Crosswalk Improvements
January 2022

Background

The City of Shelton (City) has requested that RH2 Engineering, Inc., (RH2) perform the engineering services for their Safe Routes to School (SRTS) project that includes Americans with Disabilities Act (ADA) compliant sidewalk ramp improvements and pedestrian actuated Rectangular Rapid Flashing Beacon (RRFB) crossings at three locations in Shelton, Washington.

Detailed Project Description:

- 1) Intersection of Franklin St and 7th St install:
 - a. Curb extensions on both sides of all four corners of the intersection
 - b. Pedestrian crosswalk markings on all legs of the intersection
 - c. Rectangular rapid flashing beacon across 7th St. on the north side of the intersection
 - d. ADA curb ramp retrofits at Franklin St. and 7th St.
 - e. Audible pedestrian push buttons
- 2) Intersection of Railroad Ave and 9th St. install:
 - a. Curb extensions on both sides of the two north corners of the intersection
 - b. Pedestrian crosswalk markings on all legs of the intersection
 - c. Rectangular rapid flashing beacon across Railroad Ave St. on the east side of the intersection
 - d. ADA curb ramp retrofits at Railroad Ave and 9th St.
 - e. Audible pedestrian push buttons
- 3) N 9th St. between Franklin St, and the alley to the south install
 - a. Sidewalk 6 feet wide or greater with curb and gutter
 - b. Curb extension on both sides of the southeast corner of the Franklin St. and N. 9th St. intersection
 - c. ADA curb ramp retrofits at 9th St. and Franklin St.
- 4) Existing pedestrian crossing across Shelton Spring Rd just north of the south driveway for Shelton High School install:
 - a. Median refuge island
 - b. Pedestrian crosswalk markings
 - c. ADA curb ramp retrofits at pedestrian crossing
 - d. Rectangular rapid flashing beacons
 - e. Audible pedestrian push buttons
- 5) Shelton Springs Rd between Tarragon Ave and Wallace Kneeland Blvd install:
 - a. Speed feedback signs

Design work and bidding services will be completed in 2022, with an anticipated construction in the fall of 2022. Deliverables will be provided in electronic format (PDF) unless otherwise noted. All agency reviews will be performed and comments provided in a timely manner.

Task 1 – Washington State Department of Transportation Funding Package Documents

Objective: Prepare Washington State Department of Transportation (WSDOT) funding documents.

Approach:

- 1.1 Prepare project prospectus.
- 1.2 Prepare vicinity map.
- 1.3 Prepare typical roadway section.
- 1.4 Prepare local agency agreement.
- 1.5 Prepare preliminary Engineer's Estimate of probable construction costs.
- 1.6 Submit deliverables from subtasks 1.1 to 1.5 to the City and WSDOT for review and comment. Incorporate City and WSDOT comments for final funding package documents to WSDOT.

RH2 Deliverables:

- WSDOT project funding documents.

Task 2 – Environmental Permitting

Objective: Submit applications and checklists required to obtain the environmental permits necessary to construct the project.

Approach:

- 2.1 Prepare a State Environmental Policy (SEPA) checklist permit application for the City. It is assumed the City will act as the lead agency. This Scope of Work provides four (4) hours of support for a determination. All costs of advertisements will be paid by the City.
- 2.2 Prepare and submit a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit application, and up to one (1) supporting graphic. It is assumed that the City will incur the advertisement costs.
- 2.3 Prepare a Stormwater Pollution Prevention Plan (SWPPP) for inclusion in the NPDES Construction Stormwater General Permit application.

Assumptions:

- No Cultural Resources Survey is required (assumes exemption per LAG Section 24.8). If a cultural resource survey is required, this will be added by a supplement.

RH2 Deliverables:

- One (1) completed SEPA Checklist (City to make final determination).

- One (1) NPDES Stormwater Construction General Permit application and up to one (1) graphic.
- One (1) SWPPP.

Task 3 – Prepare Plans, Specifications, and Engineer’s Estimate of Probable Construction Costs

Objective: Prepare design for the road overlay project at 30-, 90-, and bid-ready design levels. Prepare and provide plans, specifications, and Engineer’s Estimate of Probable Construction Costs (PS&E) for review.

Approach:

- 3.1 Develop preliminary plan layout for ADA improvements. A topographic survey will be performed by Sitts and Hill as a subconsultant to RH2.
- 3.2 Develop details for ADA ramp improvements.
- 3.3 Submit preliminary 30-percent plans to the City for review and comment. Attend one (1) review meeting with the City in Shelton.
- 3.4 Identify impacts to right-of-way and utility impacts. Provide exhibit and property description for new right of way. For the purpose of this scope it is assumed no more than one exhibit and property description will be needed.
- 3.5 Prepare preliminary special provisions in WSDOT format. Submit to the City for review.
- 3.6 Perform in-house quality assurance/quality control (QA/QC) design review of preliminary construction contract documents. Akana as a subconsultant to RH2 will provide additional QA/QC review as a peer review.
- 3.7 Coordinate with vendor on product specifications for proposed RRFB systems.
- 3.8 Revise 30-percent plans and specifications per City and in-house QA/QC review comments and develop 90-percent complete plans, specifications, and front-end bid documents. Submit 90-percent complete plans and specifications to the City for review and comment. Attend one (1) review meeting with the City in Shelton.
- 3.9 Revise 90-percent plans and specifications based on review comments and prepare bid-ready documents. Submit bid-ready documents to the City for advertisement.
- 3.10 Prepare final Engineer’s Estimate of probable construction cost.
- 3.11 Perform project management tasks during design.

Assumptions:

- RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City and others in relation to this Scope of Work, unless otherwise noted.
- All new right of way, if any, will be obtained through a donation process.

Provided by the City:

- Standard road construction details.
- Review comments on preliminary and 90-percent design documents and attendance at review meeting.

RH2 Deliverables:

- Two (2) sets of hard copy half-size (11-inch by 17-inch) review plans at 30-percent design.
- One (1) set of WSDOT special provisions at 30-percent design.
- Two (2) sets of hard copy half-size (11-inch by 17-inch) review plans at 90-percent design.
- One (1) set of the front-end construction contract/bid documents and technical specifications at 90-percent design.
- Two (2) sets of hard copy half-size (11-inch by 17-inch) bid-ready plans.
- Two (2) sets of hard copy full-size (24-inch by 34-inch) bid-ready plans.
- One (1) set of final bid package, including front-end construction contract/bid documents, technical specifications, plans, and Engineer's Estimate of probable construction costs.
- Attendance at City review meetings.

Task 4 – Services During Bidding

Objective: Assist with bidding project for award.

Approach:

- 4.1 Provide clarification and interpretation to the City as needed during the advertisement period.
- 4.2 Prepare up to two (2) addenda if modifications to the contract documents are deemed warranted by the City during the advertisement period.
- 4.3 Attend bid opening via virtual meeting.
- 4.4 Review bids and prepare a bid summary tabulation. Based upon the bids received, recommend the lowest qualified bidder.

Assumptions:

- The City will send the advertisement to the various publications and pay the publication costs. In addition, the City will utilize online services to reproduce and distribute the bid sets and any addenda.

RH2 Deliverables:

- Advertisement for bid.
- Up to two (2) addenda.
- Bid summary tabulation.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

None Proposed.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Refer to Exhibit A Scope of Work

B. Roadway Design Files

Refer to Exhibit A Scope of Work

C. Computer Aided Drafting Files

Refer to Exhibit A Scope of Work

D. Specify the Agency's Right to Review Product with the Consultant

Refer to Exhibit A Scope of Work

E. Specify the Electronic Deliverables to Be Provided to the Agency

Refer to Exhibit A Scope of Work

F. Specify What Agency Furnished Services and Information Is to Be Provided

Refer to Exhibit A Scope of Work

II. Any Other Electronic Files to Be Provided

Refer to Exhibit A Scope of Work

III. Methods to Electronically Exchange Data

Refer to Exhibit A Scope of Work

A. Agency Software Suite

Refer to Exhibit A Scope of Work

B. Electronic Messaging System

Refer to Exhibit A Scope of Work

C. File Transfers Format

Refer to Exhibit A Scope of Work

EXHIBIT D
Fee Estimate
City of Shelton
SRTS Crosswalk Improvements
Jan-22

Description		Principal-in-charge	Principal	Project Manager	Project Engineer	Environmental Specialist	Project Accounting	Administrative Support	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification		Professional VIII	Professional VII	Professional V	Professional II	Professional II	Administrative IV	Administrative III					
Task 1	WSDOT Funding Package Documents	-	8	-	6	-	-	-	14	\$ 3,162	\$ -	\$ 165	\$ 3,327
1.1	Prepare project prospectus	-	2	-	-	-	-	-	2	\$ 607	\$ -	\$ -	\$ 607
1.2	Prepare vicinity map	-	1	-	2	-	-	-	3	\$ 548	\$ -	\$ 55	\$ 603
1.3	Prepare typical roadway section	-	1	-	2	-	-	-	3	\$ 548	\$ -	\$ 55	\$ 603
1.4	Prepare local agency agreement	-	2	-	-	-	-	-	2	\$ 607	\$ -	\$ -	\$ 607
1.5	Prepare preliminary Engineer's Estimate of probable construction costs	-	1	-	2	-	-	-	3	\$ 548	\$ -	\$ 55	\$ 603
1.6	Coordinate with WSDOT local programs	-	1	-	-	-	-	-	1	\$ 304	\$ -	\$ -	\$ 304
Task 2	Environmental Permitting	-	-	4	8	12	-	-	24	\$ 3,235	\$ -	\$ 495	\$ 3,730
2.1	Prepare SEPA checklist permit application for the City	-	-	2	-	4	-	-	6	\$ 885	\$ -	\$ 110	\$ 995
2.2	Prepare and submit NPDES	-	-	1	4	4	-	-	9	\$ 1,175	\$ -	\$ 193	\$ 1,368
2.3	Prepare SWPPP	-	-	1	4	4	-	-	9	\$ 1,175	\$ -	\$ 193	\$ 1,368
Task 3	Design and PS&E	6	70	130	160	-	2	2	370	\$ 69,077	\$ 13,205	\$ 8,075	\$ 90,357
3.1	Develop preliminary plan layout for SRTS	-	22	28	40	-	-	-	90	\$ 17,112	\$ 10,867	\$ 1,870	\$ 29,849
3.2	Develop details for ADA ramp improvements	-	12	40	60	-	-	-	112	\$ 18,895	\$ -	\$ 2,800	\$ 21,695
3.3	Submit preliminary 30-percent plans to the City for review and comment	-	2	2	4	-	-	-	8	\$ 1,492	\$ -	\$ 165	\$ 1,657
3.4	Identify impacts to right-of-way and utility impacts	-	-	4	4	-	-	-	8	\$ 1,281	\$ -	\$ 220	\$ 1,501
3.5	Prepare preliminary special provisions in WSDOT format	-	12	20	-	-	-	-	32	\$ 7,605	\$ -	\$ 550	\$ 8,155
3.6	Perform in-house QA/QC	2	4	4	4	-	-	-	14	\$ 3,189	\$ 2,338	\$ 220	\$ 5,747
3.7	Coordinate with a vendor on the product specifications for proposed RRFB system	-	-	2	-	-	-	-	2	\$ 396	\$ -	\$ 55	\$ 451
3.8	Revise 30-percent plans and specifications Submit 90-percent plans and specifications Attend	-	-	4	20	-	-	-	24	\$ 3,235	\$ -	\$ 660	\$ 3,895
3.9	Revise 90-percent plans and specifications and prepare bid-ready documents	-	-	4	20	-	-	-	24	\$ 3,235	\$ -	\$ 660	\$ 3,895
3.10	Prepare final Engineer's Estimate of probable construction costs	-	2	4	8	-	-	-	14	\$ 2,377	\$ -	\$ 380	\$ 2,757
3.11	Perform project management tasks	4	16	18	-	-	2	2	42	\$ 10,260	\$ -	\$ 495	\$ 10,755
Task 4	Services During Bidding	-	11	-	8	-	-	-	19	\$ 4,318	\$ -	\$ 220	\$ 4,538
4.1	Respond to bidder questions	-	4	-	-	-	-	-	4	\$ 1,215	\$ -	\$ -	\$ 1,215
4.2	Prepare addenda	-	4	-	8	-	-	-	12	\$ 2,192	\$ -	\$ 220	\$ 2,412
4.3	Attend bid opening	-	1	-	-	-	-	-	1	\$ 304	\$ -	\$ -	\$ 304
4.4	Review bids and provide bid tabulation	-	2	-	-	-	-	-	2	\$ 607	\$ -	\$ -	\$ 607
PROJECT TOTAL		6	89	134	182	12	2	2	427	\$ 79,792.21	\$ 13,205	\$ 8,955.00	\$ 101,952.21

Exhibit D Continued
Consultant Fee Determination - Negotiated Hourly Rate Consultant Agreement

City of Shelton
SRTS Crosswalk Improvements
Design and Construction

<u>Classification / Job Title</u>	<u>Hourly Rate</u>	<u>Overhead @ 195.10%</u>	<u>Profit @ 35.00%</u>	<u>Rate Per Hour</u>	x <u>Labor Hours</u> =	<u>Cost</u>
Professional I	\$ 33.00	\$ 64.38	\$ 11.55	\$ 108.93	0.0	\$ -
Professional II	\$ 37.00	\$ 72.19	\$ 12.95	\$ 122.14	194.0	\$ 23,695.16
Professional III	\$ 41.00	\$ 79.99	\$ 14.35	\$ 135.34	0.0	\$ -
Professional IV	\$ 50.00	\$ 97.55	\$ 17.50	\$ 165.05	0.0	\$ -
Professional V	\$ 60.00	\$ 117.06	\$ 21.00	\$ 198.06	134.0	\$ 26,540.04
Professional VI	\$ 74.00	\$ 144.37	\$ 25.90	\$ 244.27	0.0	\$ -
Professional VII	\$ 92.00	\$ 179.49	\$ 32.20	\$ 303.69	89.0	\$ 27,028.41
Professional VIII	\$ 105.00	\$ 204.86	\$ 36.75	\$ 346.61	6.0	\$ 2,079.66
Professional IX	\$ 137.00	\$ 267.29	\$ 47.95	\$ 452.24	0.0	\$ -
Administrative I	\$ 24.00	\$ 46.82	\$ 8.40	\$ 79.22	0.0	\$ -
Administrative II	\$ 27.00	\$ 52.68	\$ 9.45	\$ 89.13	0.0	\$ -
Administrative III	\$ 31.00	\$ 60.48	\$ 10.85	\$ 102.33	2.0	\$ 204.66
Administrative IV	\$ 37.00	\$ 72.19	\$ 12.95	\$ 122.14	2.0	\$ 244.28
Administrative V	\$ 59.00	\$ 115.11	\$ 20.65	\$ 194.76	0.0	\$ -
						<u>\$ 79,792.21</u>
<u>Reimbursables</u>	<u>Rate</u>	<u>Qty</u>				
AD System Per Hour	\$27.50	322				\$ 8,855.00
GIS System Per Hour	\$27.50	0				\$ -
CAD Plots Half Size	\$2.50	40				\$ 100.00
CAD Plots Full Size	\$10.00	0				\$ -
CAD Plots Large	\$25.00	0				\$ -
ies (each) 8.5" X 11" B&W	\$0.09	0				\$ -
ies (each) 8.5" X 14" B&W	\$0.14	0				\$ -
ies (each) 11" X 17" B&W	\$0.20	0				\$ -
or) (each) 8.5" X 11" Color	\$0.90	0				\$ -
or) (each) 8.5" X 14" Color	\$1.20	0				\$ -
or) (each) 11 X 17" Color	\$2.00	0				\$ -
Mileage	\$ 0.560	0				\$ -
						<u>\$ 8,955.00</u>
Subconsultant Costs:						\$ 13,205.00
Subconsultant Markup:						\$ -
Total Subconsultant:						<u>\$ 13,205.00</u>
Grand Total:						<u>\$ 101,952.21</u>

Prepared by:
E. Howe

EXHIBIT D continued
Consultant Fee Determination - Summary Sheet
(Negotiated Hourly Rates of Pay)
RH2 Engineering, Inc., Fee Schedule

Labor Category	Negotiated Hourly Labor Rate	Overhead on Labor Rate 195.10%	Fixed Fee on Labor Rate 35%	Negotiated Rate Per Hour
Professional I	33.00	64.38	11.55	108.93
Professional II	37.00	72.19	12.95	122.14
Professional III	41.00	79.99	14.35	135.34
Professional IV	50.00	97.55	17.50	165.05
Professional V	60.00	117.06	21.00	198.06
Professional VI	74.00	144.37	25.90	244.27
Professional VII	92.00	179.49	32.20	303.69
Professional VIII	105.00	204.86	36.75	346.61
Professional IX	137.00	267.29	47.95	452.24
Administrative I	24.00	46.82	8.40	79.22
Administrative II	27.00	52.68	9.45	89.13
Administrative III	31.00	60.48	10.85	102.33
Administrative IV	37.00	72.19	12.95	122.14
Administrative V	59.00	115.11	20.65	194.76

CAD/GIS System	\$/hr	\$	27.50
CAD Plots Half Size	price/plot	\$	2.50
CAD Plots Full Size	price/plot	\$	10.00
CAD Plots Large	price/plot	\$	25.00
Copies (bw) 8.5" X 11"	price/copy	\$	0.09
Copies (bw) 8.5" X 14"	price/copy	\$	0.14
Copies (bw) 11" X 17"	price/copy	\$	0.20
Copies (color) 8.5" X 11"	price/copy	\$	0.90
Copies (color) 8.5" X 14"	price/copy	\$	1.20
Copies (color) 11 X 17"	price/copy	\$	2.00
	per mile		
Mileage	(or Current IRS Rate)	\$	0.560
Travel			at Cost
Subconsultants			at Cost
Outside Services			at Cost

EXHIBIT D continued



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 16, 2021

RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Myra Sachs:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 195.10% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

Aug 16, 2021

EKJ:mya

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.



4815 Center Street
Tacoma, WA 98409-2319
(253) 474-9449 / sittshill.com

Brent K. Leslie, P.E., S.E.
Kathy A. Hargrave, P.E.
Larry G. Lindell, P.E., S.E.
Michael A. McEvilly, P.L.S.

December 20, 2021

RH2 Engineering, Inc.
1201 Pacific Ave., Suite 1750
Tacoma, WA 98402

TO: Mr. Jared Ribail, P.E.

SUBJECT: ***RIGHT-OF-WAY AND TOPOGRAPHIC MAPPING SERVICES IN SUPPORT OF THE CITY OF SHELTON'S INTERSECTION IMPROVEMENT PROJECT, LOCATED IN MASON COUNTY, WASHINGTON***

Dear Jared:

Thank you for the opportunity to submit this proposal for surveying services on the above referenced project. Four separate areas are identified and shown in the Survey Limits Exhibits.

PROJECT SCOPE

The following is our proposed Scope of Services:

- Establish horizontal and vertical control to comply with City of Shelton horizontal and vertical control requirements.
- Establish limits of public and private rights-of-way throughout corridor shown on attached "Survey Limits Exhibit". If no monuments identifying the rights-of-way are found, we will set a minimum of two control points for future reference.
- Perform topographic mapping of the area shown on the attached "Survey Limits Exhibits", sufficient to produce one foot (1') contour interval mapping. This mapping will include underground utility locations (based on surface evidence and markings from a utility locate service), significant trees (greater than six inches [6"]), planimetric features, channelization and spot elevations. The mapping will extend 50 feet beyond each intersection.
- Provide deliverable in PDF and AutoCAD format (using RH2 C3D template), together with supporting files necessary to aid in the design effort. Unless requested otherwise, 1" = 20' mapping will be provided, oriented with north to the right of the page on 22" x 34" sheets.

EXCLUSIONS

- No Title or Easement Research is included in this proposal.
- Right-of-Entry agreements over any Private Property that might be required.
- Any required Traffic Control plan.

COMPENSATION

Our proposed **LUMP SUM** fee for this Scope of Services is **\$9,303.00** to be billed monthly on Percent Complete basis. A cost breakdown related to our anticipated scope of services is attached for your reference. The following estimated subconsultant fees are not included in our lump sum fee and will be billed at cost of services plus 15% markup.

Utility Locate Service: **\$1,564.00**(including 15% markup) (cost is for the entire project area)

The total anticipated cost to complete the above Scope of Services is **\$10,867.00**.

Please see our Cost Estimate Breakdown, attached for your convenience. We understand that our formal contract to perform this work will be in a format determined by you, and as such, this proposal letter is meant only as a scoping and cost document.

SCHEDULE

We can begin this project within 3 weeks of receiving your Authorization to Proceed, and we anticipate providing deliverables to you within 8 weeks of authorization.

We appreciate the opportunity to submit this proposal and are looking forward to the successful completion of this project for you. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Gary Letzring, P.L.S.
Senior Project Surveyor



Project Area 1 - Survey Limits Exhibit
Intersection of N. 7th Street & W. Franklin Street.



Project Area 2 - Survey Limits Exhibit

N. 9th Street, South of W. Franklin Street.



Project Area 3 - Survey Limits Exhibit

Intersection of N. 9th Street & W. Railroad Ave.



Project Area 4 - Survey Limits Exhibit
Shelton Springs Road Crossing in front of Shelton High School

Exhibit A Safe Routes to School

PHASE 1 – PRE-CONSTRUCTION PERIOD SERVICES

The purpose of Phase I is to provide construction planning and construction expertise to City of Shelton prior to finalization of design documents for the construction contract. This Phase is expected to start in January 2022 and end by the end of March 2022.

Subtask 103 – CM Team Meetings

Hold CM team meetings in preparation for each of the constructability meetings.

DELIVERABLES

- Meeting Notes

TASK 200 DESIGN REVIEW

Subtask 201 – Review Existing Information 90% Design Constructability Review

1. The Consultant shall review documents and information including but not limited to:
 - A. Perform a constructability review of the project at 90% design completion.
 - B. Provide plans in hand site walk with City.
 - C. Provide technical advice regarding the design and construction of the project.
 - D. Identify opportunities for cost savings.
 - E. Attend City design information workshop (remote) for an overview of the 90% design submittal.
 - F. Attend City Constructability Review meeting (remote) for understanding of comments.

DELIVERABLES

- Written documentation of constructability review comments and recommendations.

PHASE 2 – CONSTRUCTION PERIOD SERVICES

1. To be Scoped and Budgeted after Phase 1

CLIENT Name:

City of Shelton

PROJECT Description:

Shelton Safe Route to School

Proposal/Job Number:

Shelton Projects

January 4, 2021 Rates

January 4, 2022 Rates	Jeff Faunce	Robert Sutton	Mindy Cory		CZE	CZE	CZE	CZE	CZE		
Classification:				Total	Total Labor	OH @	Fixed Fee	ODCs	ODCs	Total	Total Labor +
Hourly Rate:	\$85	\$70	\$48	Hours	Fees	1.2639	@ 30%	Fees	Markup	Expenses	Expenses
Task 100 - preconstruction services											
constructability review	5	5	2	12	\$871	\$1,101	\$261	\$100	\$5	\$1,467	\$2,338
Task 100 - Subtotal	5	5	2	12	\$871	\$1,101	\$261	\$100	\$5	\$1,467	\$2,338
All Phases Total	5	5	2	12	\$871	\$1,101	\$261	\$100	\$5	\$1,467	\$2,338

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title of Modal Operating Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title of Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Title of Modal Operating Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title of Modal Operating Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Title of Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Shelton
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
RH2 Engineering, Inc.

whose address is

300 Simon Street SE, Suite 5, East Wenatchee, WA 98802

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the City of Shelton

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

RH2 Engineering, Inc.

Consultant (Firm Name)

Paul R. Cross, Executive Vice President

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of City of Shelton

I hereby certify that I am the:

☐

☐ Other

of the City of Shelton, and RH2 Engineering, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

RH2 Engineering, Inc.

Consultant (Firm Name)

Paul R. Cross, Executive Vice President

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

RH2 Engineering, Inc.
Consultant (Firm Name)

Paul R. Cross, Executive Vice President
Signature (Authorized Official of Consultant)

Date

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

RESOLUTION NO. 1224-1221

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL AGENCY A&E PROFESSIONAL SERVICES NEGOTIATED HOURLY RATE CONSULTANT AGREEMENT FOR THE BROCKDALE ROAD OVERLAY FROM WALLACE KNEELAND TO BATSTONE CUTOFF ROAD PROJECT WITH RH2 ENGINEERING

WHEREAS, the City has determined the need for engineering services for the Brockdale Road Project; and

WHEREAS, the City has prepared an advertisement for engineering services and interviewed three firms in accordance with Local Agency Guidelines; and

WHEREAS, RH2 Engineering has been selected as the most qualified firm; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington that the City Manager is authorized to sign a contract with RH2 Engineering in the amount of \$59,285.85 for engineering services to provide plans and specifications for bidding for the improvements associated with the Brockdale Road project.

INTRODUCED on this 1st day of February 2022 and **PASSED** by the City Council of the City of Shelton on this 15th day of February 2022.

ATTEST:

Mayor Onisko

City Clerk Nault

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: _____

Firm/Organization Legal Name (do not use dba's): RH2 Engineering, Inc.		
Address 300 Simon St SE, Suite 5, East Wenatchee, WA 98802	Federal Aid Number	
UBI Number 600 373 878	Federal TIN 91-1108443	
Execution Date	Completion Date December 31, 2024	
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title Brockdale Rd Resurfacing Project		
Description of Work The City of Shelton (City) has requested that RH2 Engineering, Inc., (RH2) perform the engineering services for a pavement preservation project (herein after referred to as an overlay) along Brockdale Road from Wallace Kneeland Blvd to Batstone Cutoff Road in Shelton, Washington.		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation	Maximum Amount Payable: \$59,208.50

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Shelton, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:				If to CONSULTANT:			
Name:	Ken Gill			Name:	Mr. Erik Howe		
Agency:	City of Shelton			Agency:	RH2 Engineering, Inc.		
Address:	525 W. Cota St.			Address:	300 Simon Street SE, Suite 5		
City:	Shelton	State:	WA	City:	East Wenatchee	State:	WA
		Zip:	98584			Zip:	98802
Email:	ken.gill@sheltonwa.gov			Email:	ehowe@rh2.com		
Phone:	(360) 432-5144			Phone:	(509) 886-6761		
Facsimile:				Facsimile:			

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

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

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Ken Gill
Agency: City of Shelton
Address: 525 W. Cota St.
City: Shelton State: WA Zip: 98584
Email: ken.gill@sheltonwa.gov
Phone: (360) 432-5144
Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third part, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENT’s over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENT’s over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

Signature Paul R. Cross, Executive Vice President

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

EXHIBIT A
Scope of Work
City of Shelton
Brockdale Road Resurfacing Project
January 2022

Background

The City of Shelton (City) has requested that RH2 Engineering, Inc., (RH2) perform the engineering services for a pavement preservation project (herein after referred to as an overlay) along Brockdale Road from Wallace Kneeland Blvd to Batstone Cutoff Road in Shelton, Washington.

The anticipated design will include grinding the roadway and following with a new full-width overlay. Design work and bidding services will be completed in 2022, with an anticipated construction in the fall of 2022. Deliverables will be provided in electronic format (PDF) unless otherwise noted. All agency reviews will be performed and comments provided in a timely manner.

Task 1 – Washington State Department of Transportation Funding Package Documents

Objective: Prepare Washington State Department of Transportation (WSDOT) funding documents.

Approach:

- 1.1 Prepare project prospectus.
- 1.2 Prepare vicinity map.
- 1.3 Prepare typical roadway section.
- 1.4 Prepare local agency agreement.
- 1.5 Prepare preliminary Engineer's Estimate of probable construction costs.
- 1.6 Submit deliverables from subtasks 1.1 to 1.5 to the City and WSDOT for review and comment. Incorporate City and WSDOT comments for final funding package documents to WSDOT.

RH2 Deliverables:

- WSDOT project funding documents.

Task 2 – Environmental Permitting

Objective: Submit applications and checklists required to obtain the environmental permits necessary to construct the overlay project.

Approach:

- 2.1 Prepare Categorical Exclusion (CE) for the project as required to fulfill National Environmental Policy Act (NEPA) requirements through WSDOT. As was the case for the previous City projects of a similar nature, it is assumed that the CE summary will fulfill the NEPA requirements

- without the need for additional reports. Prepare Environmental Justice technical memorandum to accompany the CE for a detour on Brockdale Road.
- 2.2 Prepare a State Environmental Policy (SEPA) checklist permit application for the City. It is assumed the City will act as the lead agency. This Scope of Work provides four (4) hours of support for a determination. All costs of advertisements will be paid by the City.
 - 2.3 Prepare and submit a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit application, and up to one (1) supporting graphic. It is assumed that the City will incur the advertisement costs.
 - 2.4 Prepare a Stormwater Pollution Prevention Plan (SWPPP) for inclusion in the NPDES Construction Stormwater General Permit application.

Assumptions:

- No Cultural Resources Survey is required (assumes exemption per LAG Section 24.8). If a cultural resource survey is required, this will be added by a supplement.

RH2 Deliverables:

- One (1) completed WSDOT CE.
- One (1) completed SEPA Checklist (City to make final determination).
- One (1) NPDES Stormwater Construction General Permit application and up to one (1) graphic.
- One (1) SWPPP.

Task 3 – Prepare Plans, Specifications, and Engineer’s Estimate of Probable Construction Costs

Objective: Prepare design for the road overlay project at 30-, 90-, and bid-ready design levels. Prepare and provide plans, specifications, and Engineer’s Estimate of Probable Construction Costs (PS&E) for review.

Approach:

- 3.1 Develop preliminary plan and sections for road overlay. A topographic survey will be performed by Sitts and Hill as a subconsultant to RH2. Obtain roadway cores at six (6) locations along Brockdale Road. It is assumed that City crews will provide roadway cores. RH2 will provide one (1) engineer to observe the work.
- 3.2 Submit preliminary 30-percent plans to the City for review and comment. Attend one (1) review meeting with the City in Shelton. Attend one (1) meeting with outside agencies including Mason County (County) and Shelton School District. Attend one (1) meeting with prospective bidders on site. No plans will be provided to prospective bidders. It is anticipated all three (3) meetings will be held on the same day.
- 3.3 Prepare preliminary special provisions in WSDOT format. Submit to the City for review.

- 3.4 Perform in-house quality assurance/quality control (QA/QC) design review of preliminary construction contract documents. Akana as a subconsultant to RH2 will provide additional QA/QC review as a peer review.
- 3.5 Revise 30-percent plans and specifications per City and in-house QA/QC review comments and develop 90-percent complete plans, specifications, and front-end bid documents. Submit 90-percent complete plans and specifications to the City for review and comment. Attend one (1) review meeting with the City in Shelton.
- 3.6 Revise 90-percent plans and specifications based on review comments and prepare bid-ready documents. Submit bid-ready documents to the City for advertisement.
- 3.7 Prepare final Engineer's Estimate of probable construction cost.
- 3.8 Perform project management tasks during design.

Assumptions:

- RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City and others in relation to this Scope of Work, unless otherwise noted.
- All improvements can be completed with the City's existing right of way.

Provided by the City:

- Standard road construction details.
- Review comments on preliminary and 90-percent design documents and attendance at review meeting.

RH2 Deliverables:

- Two (2) sets of hard copy half-size (11-inch by 17-inch) review plans at 30-percent design.
- One (1) set of WSDOT special provisions at 30-percent design.
- Two (2) sets of hard copy half-size (11-inch by 17-inch) review plans at 90-percent design.
- One (1) set of the front-end construction contract/bid documents and technical specifications at 90-percent design.
- Two (2) sets of hard copy half-size (11-inch by 17-inch) bid-ready plans.
- Two (2) sets of hard copy full-size (24-inch by 34-inch) bid-ready plans.
- One (1) set of final bid package, including front-end construction contract/bid documents, technical specifications, plans, and Engineer's Estimate of probable construction costs.
- Attendance at City review meetings.

Task 4 – Services During Bidding

Objective: Assist with bidding project for award.

Approach:

- 4.1 Provide clarification and interpretation to the City as needed during the advertisement period.
- 4.2 Prepare up to two (2) addenda if modifications to the contract documents are deemed warranted by the City during the advertisement period.
- 4.3 Attend bid opening via virtual meeting.
- 4.4 Review bids and prepare a bid summary tabulation. Based upon the bids received, recommend the lowest qualified bidder.

Assumptions:

- The City will send the advertisement to the various publications and pay the publication costs. In addition, the City will utilize online services to reproduce and distribute the bid sets and any addenda.

RH2 Deliverables:

- Advertisement for bid.
- Up to two (2) addenda.
- Bid summary tabulation.

Exhibit B

DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

None Proposed.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Refer to Exhibit A Scope of Work

B. Roadway Design Files

Refer to Exhibit A Scope of Work

C. Computer Aided Drafting Files

Refer to Exhibit A Scope of Work

D. Specify the Agency's Right to Review Product with the Consultant

Refer to Exhibit A Scope of Work

E. Specify the Electronic Deliverables to Be Provided to the Agency

Refer to Exhibit A Scope of Work

F. Specify What Agency Furnished Services and Information Is to Be Provided

Refer to Exhibit A Scope of Work

II. Any Other Electronic Files to Be Provided

Refer to Exhibit A Scope of Work

III. Methods to Electronically Exchange Data

Refer to Exhibit A Scope of Work

A. Agency Software Suite

Refer to Exhibit A Scope of Work

B. Electronic Messaging System

Refer to Exhibit A Scope of Work

C. File Transfers Format

Refer to Exhibit A Scope of Work

EXHIBIT D
Fee Estimate
City of Shelton
Brockdale Road Resurfacing Project
Feb-22

Description	Principal-in-charge	Principal	Project Manager	Staff Engineer	Project Engineer	Environmental Specialist	Project Accounting	Administrative Support	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Classification	Professional VIII	Professional VII	Professional V	Professional IV	Professional II	Professional II	Administrative IV	Administrative III					
Task 1 WSDOT Funding Package Documents	-	8	-	-	6	-	-	-	14	\$ 3,173	\$ -	\$ 110	\$ 3,283
1.1 Prepare project prospectus	-	2	-	-	-	-	-	-	2	\$ 605	\$ -	\$ -	\$ 605
1.2 Prepare vicinity map	-	1	-	-	2	-	-	-	3	\$ 553	\$ -	\$ 55	\$ 608
1.3 Prepare typical roadway section	-	1	-	-	2	-	-	-	3	\$ 553	\$ -	\$ 55	\$ 608
1.4 Prepare local agency agreement	-	2	-	-	-	-	-	-	2	\$ 605	\$ -	\$ -	\$ 605
1.5 Prepare preliminary Engineer's Estimate of probable construction costs	-	1	-	-	2	-	-	-	3	\$ 553	\$ -	\$ -	\$ 553
1.6 Coordinate with WSDOT local programs	-	1	-	-	-	-	-	-	1	\$ 302	\$ -	\$ -	\$ 302
Task 2 Environmental Permitting	-	1	10	-	8	12	-	-	31	\$ 4,808	\$ -	\$ 193	\$ 5,000
2.1 Prepare CE for the project for NEPA requirements through WSDOT	-	1	6	-	-	-	-	-	7	\$ 1,500	\$ -	\$ -	\$ 1,500
2.2 Prepare SEPA checklist permit application for the City	-	-	2	-	-	4	-	-	6	\$ 901	\$ -	\$ -	\$ 901
2.3 Prepare and submit NPDES	-	-	1	-	4	4	-	-	9	\$ 1,204	\$ -	\$ -	\$ 1,204
2.4 Prepare SWPPP	-	-	1	-	4	4	-	-	9	\$ 1,204	\$ -	\$ 193	\$ 1,396
Task 3 Design and PS&E	8	19	49	-	88	-	2	2	168	\$ 29,760	\$ 12,697	\$ 3,918	\$ 46,374
3.1 Develop preliminary plan and sections for road overlay	-	4	8	-	40	-	-	-	52	\$ 7,826	\$ 10,359	\$ 1,320	\$ 19,505
3.2 Submit preliminary 30-percent plans to the City for review and comment	-	1	1	-	2	-	-	-	4	\$ 753	\$ -	\$ 133	\$ 886
3.3 Prepare preliminary special provisions in WSDOT format	-	4	10	-	-	-	-	-	14	\$ 3,205	\$ -	\$ 275	\$ 3,480
3.4 Preform in-house QA/QC	4	4	4	-	2	-	-	-	14	\$ 3,636	\$ 2,338	\$ 165	\$ 6,139
3.5 Revise 30-percent plans and specifications Submit 90-percent plans and specifications Attend m	-	-	8	-	20	-	-	-	28	\$ 4,106	\$ -	\$ 820	\$ 4,926
3.6 Revise 90-percent plans and specifications and prepare bid-ready documents	-	-	8	-	20	-	-	-	28	\$ 4,106	\$ -	\$ 820	\$ 4,926
3.7 Prepare final Engineer's Estimate of probable construction costs	-	-	4	-	4	-	-	-	8	\$ 1,300	\$ -	\$ 220	\$ 1,520
3.8 Perform project management tasks	4	6	6	-	-	-	2	2	20	\$ 4,827	\$ -	\$ 165	\$ 4,992
Task 4 Services During Bidding	-	11	-	-	8	-	-	-	19	\$ 4,331	\$ -	\$ 220	\$ 4,551
4.1 Respond to bidder questions	-	4	-	-	-	-	-	-	4	\$ 1,210	\$ -	\$ -	\$ 1,210
4.2 Prepare addenda	-	4	-	-	8	-	-	-	12	\$ 2,214	\$ -	\$ 220	\$ 2,434
4.3 Attend bid opening	-	1	-	-	-	-	-	-	1	\$ 302	\$ -	\$ -	\$ 302
4.4 Review bids and provide bid tabulation	-	2	-	-	-	-	-	-	2	\$ 605	\$ -	\$ -	\$ 605
PROJECT TOTAL	8	39	59	0	110	12	2	2	232	\$ 42,071.50	\$ 12,697	\$ 4,440.00	\$ 59,208.50

Exhibit D Continued
Consultant Fee Determination - Negotiated Hourly Rate Consultant Agreement

City of Shelton
Brockdale Road Resurfacing Project
Design and Construction

<u>Classification / Job Title</u>	<u>Hourly Rate</u>	<u>Overhead @ 195.10%</u>	<u>Profit @ 26.70%</u>	<u>Rate Per Hour</u>	x <u>Labor Hours</u> =	<u>Cost</u>
Professional I	\$ 35.00	\$ 68.29	\$ 9.35	\$ 112.64	0.0	\$ -
Professional II	\$ 39.00	\$ 76.09	\$ 10.41	\$ 125.50	122.0	\$ 15,311.00
Professional III	\$ 43.00	\$ 83.89	\$ 11.48	\$ 138.37	0.0	\$ -
Professional IV	\$ 52.00	\$ 101.45	\$ 13.88	\$ 167.33	0.0	\$ -
Professional V	\$ 62.00	\$ 120.96	\$ 16.55	\$ 199.51	59.0	\$ 11,771.09
Professional VI	\$ 76.00	\$ 148.28	\$ 20.29	\$ 244.57	0.0	\$ -
Professional VII	\$ 94.00	\$ 183.39	\$ 25.10	\$ 302.49	39.0	\$ 11,797.11
Professional VIII	\$ 107.00	\$ 208.76	\$ 28.57	\$ 344.33	8.0	\$ 2,754.64
Professional IX	\$ 139.00	\$ 271.19	\$ 37.11	\$ 447.30	0.0	\$ -
Administrative I	\$ 24.00	\$ 46.82	\$ 6.41	\$ 77.23	0.0	\$ -
Administrative II	\$ 27.00	\$ 52.68	\$ 7.21	\$ 86.89	0.0	\$ -
Administrative III	\$ 31.00	\$ 60.48	\$ 8.28	\$ 99.76	2.0	\$ 199.52
Administrative IV	\$ 37.00	\$ 72.19	\$ 9.88	\$ 119.07	2.0	\$ 238.14
Administrative V	\$ 59.00	\$ 115.11	\$ 15.75	\$ 189.86	0.0	\$ -
						<u>\$ 42,071.50</u>
<u>Reimbursables</u>	<u>Rate</u>	<u>Qty</u>				
AD System Per Hour	\$27.50	156				\$ 4,290.00
GIS System Per Hour	\$27.50	0				\$ -
CAD Plots Half Size	\$2.50	60				\$ 150.00
CAD Plots Full Size	\$10.00	0				\$ -
CAD Plots Large	\$25.00	0				\$ -
ies (each) 8.5" X 11" B&W	\$0.09	0				\$ -
ies (each) 8.5" X 14" B&W	\$0.14	0				\$ -
ies (each) 11" X 17" B&W	\$0.20	0				\$ -
or) (each) 8.5" X 11" Color	\$0.90	0				\$ -
or) (each) 8.5" X 14" Color	\$1.20	0				\$ -
or) (each) 11 X 17" Color	\$2.00	0				\$ -
Mileage	\$ 0.560	0				\$ -
						<u>\$ 4,440.00</u>
Subconsultant Costs:						\$ 12,697.00
Subconsultant Markup:						\$ -
Total Subconsultant:						<u>\$ 12,697.00</u>
Grand Total:						<u>\$ 59,208.50</u>

Prepared by:
E. Howe

EXHIBIT D continued
Consultant Fee Determination - Summary Sheet
(Negotiated Hourly Rates of Pay)
RH2 Engineering, Inc., Fee Schedule

Labor Category	Direct Hourly Labor Rate	Overhead on Labor Rate 195.10%	Fee on Labor Rate 26.70%	Negotiated Rate Per Hour
Professional I	35.00	68.29	9.35	112.64
Professional II	39.00	76.09	10.41	125.50
Professional III	43.00	83.89	11.48	138.37
Professional IV	52.00	101.45	13.88	167.33
Professional V	62.00	120.96	16.55	199.51
Professional VI	76.00	148.28	20.29	244.57
Professional VII	94.00	183.39	25.10	302.49
Professional VIII	107.00	208.76	28.57	344.33
Professional IX	139.00	271.19	37.11	447.30
Administrative I	24.00	46.82	6.41	77.23
Administrative II	27.00	52.68	7.21	86.89
Administrative III	31.00	60.48	8.28	99.76
Administrative IV	37.00	72.19	9.88	119.07
Administrative V	59.00	115.11	15.75	189.86

CAD/GIS System	\$/hr	\$	27.50
CAD Plots Half Size	price/plot	\$	2.50
CAD Plots Full Size	price/plot	\$	10.00
CAD Plots Large	price/plot	\$	25.00
Copies (bw) 8.5" X 11"	price/copy	\$	0.09
Copies (bw) 8.5" X 14"	price/copy	\$	0.14
Copies (bw) 11" X 17"	price/copy	\$	0.20
Copies (color) 8.5" X 11"	price/copy	\$	0.90
Copies (color) 8.5" X 14"	price/copy	\$	1.20
Copies (color) 11 X 17"	price/copy	\$	2.00
	per mile		
Mileage	(or Current IRS Rate)	\$	0.560
Travel			at Cost
Subconsultants			at Cost
Outside Services			at Cost

EXHIBIT D continued



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 16, 2021

RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Myra Sachs:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) of 195.10% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

Aug 16, 2021

EKJ:mya

Exhibit E

Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.



4815 Center Street
Tacoma, WA 98409-2319
(253) 474-9449 / sittshill.com

Brent K. Leslie, P.E., S.E.
Kathy A. Hargrave, P.E.
Larry G. Lindell, P.E., S.E.
Michael A. McEvilly, P.L.S.

December 20, 2021

RH2 Engineering, Inc.
1201 Pacific Ave., Suite 1750
Tacoma, WA 98402

TO: Mr. Jared Ribail, P.E.

SUBJECT: ***RIGHT-OF-WAY AND TOPOGRAPHIC MAPPING SERVICES IN SUPPORT OF THE CITY OF SHELTON'S BROCKDALE PAVEMENT PROJECT, LOCATED IN MASON COUNTY, WA***

Dear Jared:

Thank you for the opportunity to submit this proposal for surveying services on the above referenced project.

PROJECT SCOPE

The following is our proposed Scope of Services:

- Establish horizontal and vertical control to comply with City of Shelton horizontal and vertical control requirements.
- Establish limits of public and private rights-of-way throughout corridor shown on attached "Survey Limits Exhibit". If no monuments identifying the rights-of-way are found, we will set a minimum of two control points for future reference.
- Perform topographic mapping of the area shown on the attached "Survey Limits Exhibits", sufficient to produce one foot (1') contour interval mapping. This mapping will include surface utility locations, the road crown and edges of paving. (no utility locate service is requested for this site), driveway returns and spot elevations. The intersections at each end will include features 50 foot beyond each return.
- Provide deliverable in PDF and AutoCAD format (using RH2 C3D template), together with supporting files necessary to aid in the design effort. Unless requested otherwise, 1" = 20' mapping will be provided, oriented with north to the right of the page on 22" x 34" sheets.

EXCLUSIONS

- No Title or Easement Research is included in this proposal.
- Right-of-Entry agreements over any Private Property that might be required.
- Any required Traffic Control plan.

COMPENSATION

Our proposed **LUMP SUM** fee for this Scope of Services is **\$10,383.00** to be billed monthly on Percent Complete basis. A cost breakdown related to our anticipated scope of services is attached for your reference.

The total anticipated cost to complete the above Scope of Services is **\$10,383.00**.

Please see our Cost Estimate Breakdown, attached for your convenience. We understand that our formal contract to perform this work will be in a format determined by you, and as such, this proposal letter is meant only as a scoping and cost document.

SCHEDULE

We can begin this project within 3 weeks of receiving your Authorization to Proceed, and we anticipate providing deliverables to you within 8 weeks of authorization.

We appreciate the opportunity to submit this proposal and are looking forward to the successful completion of this project for you. If you have any questions, please don't hesitate to contact our office.

Sincerely,

SITTS & HILL ENGINEERS, INC.



Gary Letzring, P.L.S.
Senior Project Surveyor



Brockdale Project Area - Survey Limits Exhibit
3,800 L.F. Estimated, no utility locates for this portion

Exhibit D

Consultant Fee Determination - Summary Sheet

(Lump Sum, Cost Plus Fixed Fee, Cost Per Unit Work)

Project: Brockdale Road Improvements

Direct Salary Costs (DSC):

Classification	Hours		Rate	Cost
Principal Surveyor	2	x	\$61.00	\$122.00
Project Surveyor	9	x	\$60.00	\$540.00
Chief of Parties	0	x	\$46.00	\$0.00
Survey Party Chief	34	x	\$37.00	\$1,258.00
Survey Crew Member	34	x	\$30.00	\$1,020.00
Survey Technician	26	x	\$34.00	\$884.00
Total DSC =				\$3,824.00

Overhead (OH Cost - including Salary Additives):

OH Rate x DCS of	151.51%	x	\$3,824.00	\$5,793.74
------------------	---------	---	------------	------------

Fixed Fee (FF):

FF Rate x DSC + OH	15.00%	x	\$3,824.00	\$573.60
--------------------	--------	---	------------	----------

Reimbursables:

Mileage	(\$0.56/mile)	\$0.56	x	300	\$168.00
---------	---------------	--------	---	-----	----------

Services:

Grand Total: \$10,359.34



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

November 4, 2021

Sitts & Hill Engineers, Inc.
4815 Center Street
Tacoma, WA 98409

Subject: Acceptance FYE 2020 ICR – Risk Assessment Review

Dear Larry Lindell:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2020 ICR of 151.51%. This rate will be applicable to Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit A Brockdale Road

PHASE 1 – PRE-CONSTRUCTION PERIOD SERVICES

The purpose of Phase I is to provide construction planning and construction expertise to City of Shelton prior to finalization of design documents for the construction contract. This Phase is expected to start in January 2022 and end by the end of March 2022.

Subtask 103 – CM Team Meetings

Hold CM team meetings in preparation for each of the constructability meetings.

DELIVERABLES

- Meeting Notes

TASK 200 DESIGN REVIEW

Subtask 201 – Review Existing Information 90% Design Constructability Review

1. The Consultant shall review documents and information including but not limited to:
 - A. Perform a constructability review of the project at 90% design completion.
 - B. Provide plans in hand site walk with City.
 - C. Provide technical advice regarding the design and construction of the project.
 - D. Identify opportunities for cost savings.
 - E. Attend City design information workshop (remote) for an overview of the 90% design submittal.
 - F. Attend City Constructability Review meeting (remote) for understanding of comments.

DELIVERABLES

- Written documentation of constructability review comments and recommendations.

PHASE 2 – CONSTRUCTION PERIOD SERVICES

1. To be Scoped and Budgeted after Phase 1

Proposal Fee Estimate

Exhibit C

AKANA

CLIENT Name: City of Shelton
 PROJECT Description: Shelton Broackdale RD
 Proposal/Job Number: _____

Shelton Projects

January 4, 2021 Rates

January 4, 2022 Rates	Jeff Faunce	Robert Sutton	Mindy Cory		CZE	CZE	CZE	CZE		
Classification:				Total	Total Labor	OH @ 1.4191	Fee @ 30%	ODCs	Total Expenses	Total Labor + Expenses
Hourly Rate:	\$85	\$70	\$48	Hours	Fees	141.91%	30%	Fees		Fees
Task 100 - preconstruction services										
constructability review	5	5	1	11	\$824	\$1,169	\$247	\$99	\$1,515	\$2,338
Task 100 - Subtotal	5	5	1	11	\$824	\$1,169	\$247	\$99	\$1,515	\$2,338
All Phases Total	5	5	1	11	\$824	\$1,169	\$247	\$99	\$1,515	\$2,338



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 25, 2021

Cooper Zietz Engineers, Inc. dba Akana
6400 SE Lake Road, Suite 270
Portland, OR 97222

Subject: Acceptance FYE 2020 ICR – Audit Office Review

Dear Bernie Egan:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2020 Indirect Cost Rate (ICR) as follows:

- Home Rate: 141.91% of direct labor
- Field Rate: 126.39% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultantrates@wsdot.wa.gov.

Regards;

A handwritten signature in blue ink, reading "Erik K. Jonson".

ERIK K. JONSON
Contract Services Manager

EKJ:ah

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, ***(Title of Modal Operating Administration)***, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Modal Operating Administration specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. ***[Include Modal Operating Administration specific program requirements.]***
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the ***(Title of Modal Operating Administration)*** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the ***(Title of Modal Operating Administration)***, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the ***(Title of Modal Operating Administration)*** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the ***(Title of Modal Operating Administration)*** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Shelton
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- ~~Exhibit G-4 Certificate of Current Cost or Pricing Data~~

I hereby certify that I am the and duly authorized representative of the firm of
RH2 Engineering, Inc.

300 Simon Street SE, Suite 5, East Wenatchee, WA 98802

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Agreement Number _____

Exhibit G-1(b) Certification of City of Shelton

I hereby certify that I am the:

☐

☐ Other

of the City of Shelton, and RH2 Engineering, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

RH2 Engineering, Inc.

Consultant (Firm Name)

Paul R. Cross, Executive Vice President

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

RH2 Engineering, Inc.
Consultant (Firm Name)

Paul R. Cross, Executive Vice President
Signature (Authorized Official of Consultant)

Date

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

A decorative vertical border on the left side of the slide, composed of a grid of hexagons in various shades of blue and green. Some hexagons contain white icons: a calendar, a magnifying glass, a hard hat, a paint can, a lightbulb, a tree, and a road.

City of Shelton City Council Meeting *SRTS and Brockdale Road*

February 1st, 2022



Safe Routes to School (SRTS) Pedestrian Improvements



SRTS Project Elements

- 1) Intersection of Franklin St and 7th St install:
 - a. Curb extensions and ADA ramps
 - b. Rectangular Rapid Flashing Beacon Signs
- 2) Intersection of Railroad Ave and 9th St. install:
 - a. Curb extensions and ADA ramps
 - b. Rectangular Rapid Flashing Beacon Signs
- 3) N 9th St. between Franklin St, and the alley to the south install
 - a. Sidewalk and ADA ramps
- 4) Existing pedestrian crossing across Shelton Spring Rd just north of the south driveway for Shelton High School install:
 - a. Median refuge island and ADA ramps
 - b. Rectangular rapid flashing beacons
- 5) Shelton Springs Rd between Tarragon Ave and Wallace Kneeland Blvd install:
 - a. Speed feedback signs





CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G2)

Touch Date: 02/01/2022
Brief Date: 02/01/2022
Action Date: 02/15/2022

Department: Finance
Presented By: Teri Schnitzer

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

**2022 Master Fee Schedule
Update**

☐

Ordinance

☐ Dept. Head

☒ Finance Director

01/21/2022

ATTACHMENTS:

- Resolution No. 1225-1221

☒

Resolution

☐ Attorney

**- Exhibit "A" with track changes
for Police, Community
Development and Public Works**

☒

Motion

☒ City Clerk

01/21/2022

☐

Other

☒ City Manager

01/21/2022

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

This Resolution updates the City's Master Fee Schedule for 2022. The City annually updates fees to incorporate changes in the cost to provide certain City services, update services provided for a fee/charge, and eliminate fees for services that are no longer relevant.

Fees and Charges for services such as animal licensing, parks and recreation, code enforcement, building and development, and permitting the general guiding principle is that these fees/charges may be set at a level that recovers all the direct and indirect costs associated with the activity, including administrative overhead.

Utility rates, Utility system charges, and Utility service fees should be set to recover the cost of operating the utility systems, in addition to charging for replacing equipment and adding or expanding facilities to meet regulations, future service demands, and setting aside for unforeseen events such as natural disasters. Revenues for fees and charges must meet the expenses of the system, in addition to setting aside reserves, to keep the utility operating in a fiscally responsible manner. Utility rates should also incorporate the utility's portion of indirect costs.

ANALYSIS/OPTIONS/ALTERNATIVES:

BUDGET/FISCAL INFORMATION:

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move to approve Resolution No. 1225-1221 as presented."

RESOLUTION NO. 1225-1221

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON
UPDATING AND ESTABLISHING THE CITY'S MASTER FEE SCHEDULE FOR FISCAL
YEAR 2022**

WHEREAS, it is the general policy of the city to establish fees that are reflective of the cost of services provided by the city; and

WHEREAS, it is best practice for the City's Master Fee Schedule be updated annually to reflect changes in the cost for certain City services.

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Shelton, Washington, as follows:

Section 1. Public Interest. The City Council for the City of Shelton, Washington finds that it is in the public interest to amend and supersede the previously adopted Master Fee Schedule to address costs associated with providing services.

Section 2. Supersede previous Resolutions. This resolution inclusive of Exhibit "A" attached hereto shall supersede in its entirety Resolution 1184-1120 approved by the Shelton City Council and set the City's 2021 Master Fee Schedule.

Section 3. Adjustments. The Shelton City Council amends the Master Fee Schedule to include Exhibit "A".

Section 4. Effective date. The fees adopted in the Master Fee Schedule shall take effect on March 1, 2022. Utility rates included in the Master Fee Schedule were adopted per Shelton Municipal Code 14.28, 15.28, and 16.06, and took effect on January 1, 2022.

INTRODUCED AND PASSED by the City Council of the City of Shelton on this 15th day of February 2022.

ATTEST:

Mayor Onisko

City Clerk Nault



City of Shelton
525 Cota Street
Shelton, Washington 98584
Master Fee Schedule
RESOLUTION ~~XXXX-XXXX~~[1225-1221](#)
Exhibit "A"

General Government.....	pg. 2
Animal Shelter.....	pg. 3
Civic Center.....	pg. 3
Code Enforcement.....	pg. 4
Parks and Recreation.....	pg. 4
Police Department.....	pg. 5
Community Development.....	pg. 5
Planning.....	pg. 5
Building.....	pg. 6
Fire.....	pg. 14
Public Works.....	pg. 15
Stormwater.....	pg. 15
Sanitary Sewer.....	pg. 16
Reclaimed Water.....	pg. 17
Water.....	pg. 18
Misc. and Grade and Fill.....	pg. 19



General Government

Annual Report	\$10.00
Documents provided at Public Hearings	\$0.00 (within one year)
Audio Reproduction (when requested within one year of hearing). *Other than Police	\$10.00 (requested after one year of hearing date)
Video Reproduction * Other than Police	\$10.00
Copies	\$0.15 per page
Scanned copies to electronic format	\$0.10 per page
Files or attachments for electronic delivery	\$0.05 per four (4) attachments
Gigabyte of electronic records for transmission	\$0.10 per gigabyte
Storage media, container, envelope, postage and delivery charge	Actual Cost
R.C.W. 42.56.120 (2) (b) (c) and (e)	
New and renewal of Business License	\$50.00
Sexually Oriented Business License	\$100.00
Sexually Oriented Manager or Entertainer	\$50.00
Taxi Operator License (per operator)	\$40.00
Taxi Vehicle License (per vehicle)	\$40.00
Returned Check charge	\$40.00
VISA/MC chargeback	\$35.00
Special Event Permit	\$35.00 (An additional \$25.00 is due for applications received 25 business days or less prior to the event).
City Special Event services (barricades, garbage, etc.)	\$25.00 (per event, per service)
Displays on City message boards	\$30.00
Map Reproduction	Color 36 x 48 \$18.00 Color 24 x 36 \$12.00 Special Order 36 x 48 \$30.00 Special Order 24 x 36 \$20.00 Black Line \$1.00 (Per square foot)

Animal Shelter

Adoption Fee	\$ 10 80.00
--------------	------------------------



Adoption Fee with Rabies Vaccine	\$112.50
Animal License	\$30.00
Spayed or Neutered	\$25.00
Service Dogs (\$5.00 discount for spayed/neutered dogs)	No fee
No fee for service dogs. Senior citizen 65 yrs. and older 50% off licensing.	\$15.00
Rabies Vaccination	\$32.50
Surrender of Dog - City residents only	\$40.00
Animal Impound (City residents)	First impoundment \$50.00 Second impoundment \$75.00 Third and subsequent impoundment \$150.00 All impound fees shall also be charged unpaid animal license fees.
Boarding fee (over 48 hours)	\$15.00 per/day (\$30.00 per/day after 48 hours)
Lost license or (transfer of license)	\$5.00(\$10.00)
Non-resident animal impound fee	First impoundment \$150.00 Second impoundment \$200.00 Third and subsequent impoundment \$250.00

Civic Center Rental

Damage Deposit	\$300.00
Kitchen	\$50.00
Black drapery	\$2.00 (per 10 foot section)
Staging	\$10.00 (use of 1 – 4 sections)
Equipment Rental	TV Monitor \$10.00 Multimedia Projector \$20.00
Coffee Service	\$25.00 (per gallon)
Meeting rooms	\$22.00 per hour for each 600 sq. ft.
Main meeting room	\$75.00 per hour
50% reduction in room rental for local government and non-profits during regular business hours	



Code Enforcement

Infraction Issued Fees including site visit(s), photos, file creation, documentation, etc. Plus itemized fees to include attorney costs, additional tracked staff time and costs, title searches, service, court filing fees, which may be included in the city request for abatement cost reimbursement per R.C.W. 35.21.955	\$68.00 minimum
--	-----------------

Parks and Recreation

Parks Master Plan	\$20.00
Ballfields and Playfields (Callahan Park/Loop Field.	Field Rental \$12.00 per hour Softball Field preparation \$20.00 each field
City recreation programs	Actual cost of program
Refunds	Before first class: %100 Before second class: %80 Before third class: %50 After third class: No refunds
Picnic Shelters	\$12.50 per hour. Two hour minimum, plus applicable fees for garbage, labor, misc.
Commercial Park (Use by individual, company, corporation, business or similar for the purposes of selling, distributing, or promotion.	\$25.00 <u>per hour</u>

Police Department

Fingerprints	\$ 15.00 60.00
Video Reproduction	\$10.00 Time and material
Audio Reproduction	\$10.00 Time and material
Weapons Permit	\$49.25
Weapons Permit renewal	\$32.00
Weapons Permit renewal – late application	\$42.00
Weapons Permit – replacement	\$10.00
Weapons Dealer Permit	\$125.00
Excess Alarm fee	\$25.00 after three (3) false alarms



Community Development – Planning

Address Assignment	\$100.00
Annexation	\$1,200.00 plus \$40.00 per acre or fraction thereof.
Appeal to the Hearing Examiner	Individual - \$1,000.00 H.O.A. - \$500.00
Boundary Line Adjustment	\$315.00
Comprehensive Plan Amendment	\$2,600.00
Comprehensive Plan document	\$35.00
Conditional Use Permit/ Special Use Permit	\$2,700.00
SEPA	\$300.00
EIS	\$1,400.00 plus consultant costs
Fence	\$75.00 residential \$180.00 commercial
Forest Practices Application	\$350.00
Plat/Binding Site Plan	Preliminary: \$3,300.00 plus \$40.00 per lot Extension: \$200.00 Final: \$500.00 Administrative Amendments: \$200.00 Public Hearing Amendments: \$1,500.00
Planned Unit Development	Preliminary: \$3,000.00 plus \$25.00 per lot Extension: \$200.00 Final: \$500.00 plus \$30.00 per lot Administrative Amendments: \$200.00 Public Hearing Amendments: \$1,500.00
Parcel combination	\$320.00
Pre-submittal conference	\$150.00
RV/Tent Occupancy Application	\$45.00
Short Plat	\$920.00
Site Plan Review	\$1,200.00
Site Plan amendment	\$110.00
Variance Permit	\$2,700.00
Zone Change	\$2,400.00



Zoning Letter	\$45.00
Zoning Ordinance Text Amendment	\$435.00
Signs	\$50.00 when no building permit required \$55.00 per square foot valuation with building permit
<i>Shoreline Specific applications</i>	
Shoreline Management Program document	\$35.00
Shoreline Statement of Exemption	\$170.00
Substantial Development Permit	\$560.00 Public Hearing Required: \$2,300.00
Shoreline Conditional Use Permit	\$2,300.00
Shoreline Variance	\$2,300.00

Community Development – Building

After Hours Inspections (Regular business hours 8am to 5pm Monday through Friday).	\$70.00 per hour (two hour minimum)
Re-inspection fee	\$70.00 per hour (one hour minimum)
Inspections for which no fee is specifically indicated.	\$70.00 per hour (one half hour minimum)
Additional plan review required for plan changes.	\$70.00 per hour (one half hour minimum)
Note: For the building fees above, or the total; hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved. Actual costs include administrative and overhead costs.	
Building Valuation *NOTE: all footnotes of Building Valuation Data as published by ICC shall apply	1) New construction, and remodels greater than 50%: of "R" occupancies The City of Shelton will utilize the International Code Council's "Building Valuation Data Table" on a two year lag as published in the August edition of the Building Safety Journal. The square footage valuations from this table will be implemented on the first day of September following publication and remain in force through August of the following year.



	<p>2) Private garages, storage buildings, green houses and similar structures shall be valued as Utility, Miscellaneous</p> <p>3) Remodels less than 50% shall be valued at 50% of the table value from the ICC Building Valuation Data for occupancy specified.</p>
Bulkheads	\$20.00 per cubic foot
<p>Building Permit</p> <p>NOTE: Washington State surcharge applies: \$25.00 Commercial, \$6.50 Residential.</p>	<p>Valuation:</p> <p>\$1.00 to \$500.00: \$25.00</p> <p>\$501.00 to \$2,000.00: \$25.00 and \$3.00 per each additional \$100 or fraction thereof and including \$2,000</p> <p>\$2,001.00 to \$25,000.00: \$70.00 and \$14.00 for each additional \$1,000 or fraction thereof to and including \$25,000</p> <p>\$25,000.00 to \$50,000.00: \$390.00 and \$10.00 for each additional \$1,000 or fraction thereof to and including \$50,000</p> <p>\$50,001.00 to \$100,000.00: \$640.00 and \$7.00 for each additional \$1,000 or fraction thereof to and including \$100,000</p> <p>\$100,001.00 to \$500,000.00: \$1,000.00 and \$6.00 for each additional \$1,000 or fraction thereof to and including \$500,000</p> <p>\$500,001.00 to \$1,000,000.00: \$3,400.00 and \$5.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000</p> <p>\$1,000,000 and up: \$5,700 and \$7.00 for each additional \$1,000 or fraction thereof to and including \$1,000,000</p>
Maximum Building Permit fee	\$50,000.00
Early Foundation Permit/Early start agreement (Early foundation permit for commercial/industrial building will be deducted from permit fee upon full submittal.	25% of building permit fee
Demolition permit	\$120.00 plus State surcharge
Reroof – residential only	\$115.00
Reroof –commercial	\$275.00 per square -



per square valuation is used to determine valuation	<p>Class A&B (hotmap/torchdown)</p> <p>\$250.00 per square -</p> <p>Composition(roll/3 tab)</p> <p>\$325.00 per square -</p> <p>Composition with plywood replacement</p> <p>\$300.00 per square - Metal</p> <p>\$275.00 per square - Shake</p> <p>\$300.00 per square - Shingle</p>
Windows	\$25.00 first window, \$7.00 for each additional window
Reissuance of lost permit card	\$30.00
Reissuance of plan package or expired permit in same code cycle	\$140.00
Stock Plans	50% of the ICC fee
Solid Fuel/Gas insert	\$140.00
Hearing Examiner appeal	\$2,400.00
Request for Reconsideration	\$500.00
Investigation fee	\$70.00 per hour
Mechanical Permit	<p>Each mechanical permit: \$25.00</p> <p>FURNACE:</p> <p>For issuing each supplemental permit for which the original permit for the original permit has not expired, been canceled, or final: \$8.00</p> <p>For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3kW): \$16.00</p> <p>For the installation or relocation of each forced-air or gravity-type furnace or burner,</p>



	<p>including ducts and vents attached to such appliance, over 100,000 Btu/h (29.3 kW): \$20.00</p> <p>For the installation or relocation of each floor furnace, including vent: \$16.00</p> <p>For the installation or relocation of each suspended heater, recessed wall heater on floor-mounted unit heater: \$16.00</p> <p>Appliance Vents: For the installation, relocation or replacement of each appliance vent and not included in an appliance permit: \$8.00</p> <p>Repairs or Additions: For the repair of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code: \$15.00</p> <p>Boilers, Compressors, and Absorption Systems:</p> <p>For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW): \$15.00</p> <p>For the installation or relocation of each boiler or compressor over three horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW): \$30.00</p> <p>For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW) to and including 30 horsepower (105.5 kW), or each absorption system over 500,000 Btu/h (146.6 kW) to and including</p>
--	--



	<p>1,000,000 Btu/h (293.1 kW): \$40.00</p> <p>For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW) to and including 50 horsepower (176 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW) to and including 1,750,000 Btu/h (512.9 kW): \$60.00</p> <p>For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW): \$100.00</p> <p>Air Handlers: For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto: \$12.00</p> <p>Note: This fee does not apply to an air-handling unit, which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code for each air-handling unit over 10,000 cfm (4719 L/s): \$20.00</p> <p>Evaporative Coolers: For each evaporative cooler other than portable type: \$12.00</p> <p>Ventilation and Exhaust: For each ventilation fan connected to a single duct: \$8.00</p> <p>For each ventilation system which is not portion of any heating or air-conditioning system authorized by a permit: \$12.00</p> <p>For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood: \$12.00</p> <p>Incinerators:</p>
--	--



	<p>For the installation or relocation of each domestic-type incinerator: \$20.00</p> <p>For the installation or relocation of each commercial or industrial-type incinerator: \$16.00</p> <p>Miscellaneous: For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table: \$12.00</p>
Mobile/Manufactured Home set-up	<p>Individual Lot: \$472.00 Park Set: \$165.00 <i>NOTE: Includes 4x4 landing</i></p>
Mobile Home Title Eliminations	\$30.00
<p>Plan Review (All types other than Mechanical)</p> <p>*NOTE: Commercial kitchen based on project valuation of engineer's written estimate.</p>	<p>65% of Permit fee Mechanical only: 25% of Permit fee</p>
Plumbing Permit	<p>Each permit: \$25.00</p> <p><i>NOTE: Unit Fee Schedule in addition to above</i></p> <p>For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping, and backflow protection therefore): \$8.00</p> <p>For each building sewer and each trailer park sewer: \$16.00</p> <p>Rainwater systems per drain (inside building): \$8.00</p> <p>For each cesspool where permitted: \$27.00</p> <p>For each private sewage disposal system: \$45.00</p> <p>For each water heater and/or vent: \$8.00</p> <p>For each industrial waste pretreatment</p>



	<p>interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps: \$8.00</p> <p>For each installation, alteration or repair of water piping and/or water treating equipment, each: \$8.00</p> <p>For each repair or alteration of drainage or vent piping, each fixture: \$8.00</p> <p>For each lawn sprinkler system on any one meter including backflow protection devices therefore: \$8.00</p> <p>For each backflow protective device other than atmospheric type vacuum breakers:</p> <ul style="list-style-type: none"> • 2 inch (51 mm) diameter and smaller: \$8.00 • over 2 inch (51 mm) diameter: \$16.00 <p>Atmospheric-type vacuum breakers:</p> <ul style="list-style-type: none"> • 1 to 5: \$5.00 • over 5, each: \$2.00
Propane Tanks and Piping (above and below ground)	\$12.00 per tank
<p>Refund:</p> <p>2015-IBC Section 109.6 / 2015-IRC Section R108.5</p>	<p>The building official may authorize refunding on not more than fifty percent (50%) of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official may authorize refunding of a</p> <p>Not more than seventy-five percent (75%) of the plan review fee paid when an applicant for a permit for which a plan review fee has not been paid is withdrawn or canceled before any plan reviewing is done. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee no later than 180 days after the date of fee paid.</p>



Commercial Site Plans	\$390.00
Subdivision or Planned Residential Development	\$328.00
Pre-Application Conference	\$95.00
Other Land Use Application	\$264.00

Fire – Alarm Fees

Fire Alarm System - Minor Alteration	\$100.00
Fire Alarm Zoned System - One Zone	\$296.00
Each Additional Zone	\$136.00
Fire Alarm Addressable System - 1 to 20 Devices	\$296.00
Each Additional Device	\$4.00

Fire - Suppression

Commercial Cooking Extinguishing System/Protection	\$252.00
Fire Pumps and Private or Dedicated Fire Hydrant Systems	\$372.00
Fire Hydrant - Witnessed Flow Test (1-4) Hydrants	\$100.00
Fire Hydrant - Each Additional Hydrant	\$40.00
Fire Sprinkler - Alteration to Existing System(s) (>4 heads)	\$200.00
Fire Sprinkler - New System - NFPA 13 (2 inspections)	\$472.00
NFPA 13 - Each Additional Riser	\$472.00
Fire Sprinkler - New System - NFPA 13D (Single Family)	\$200.00
Fire Sprinkler - New System - NFPA 13R (Per Building)	\$390.00
Other Extinguishing Systems	\$372.00
Standpipe System	\$200.00
Underground Fire Sprinkler Mains (2 inspections)	\$252.00

Fire - Other

Fireworks Display	\$208.00
Investigation Fee (work started without a permit)	Double Permit Fee
Other Plan Reviews or Permits Required by the IFC and/or Municipal Code \$100.00 Per Hour Review + \$100.00 per Hour Inspection	Calculated
Re-inspection Fees	\$100.00
Revision to Plan Previously Submitted - \$100.00 per Hour	Calculated
Use of Consultant for Plan Review and Inspection	Actual Cost
Tents/Temporary Membrane (greater than 400 SF)	\$100.00

Public Works – [Engineering and Permitting](#)

Right-of-Way and Obstruction Permits (SMC Chapter 12.20)	Class 1: Short term maintenance permit : \$45.00 Class 2: Temporary Construction of permit : \$65.00, plus review and inspection fees Class 3: Fixture and Encroachment Permit : \$65.00;
--	--



	Sidewalk café, add \$280.00/hr review fee; Class 3 Permit \$15.00 annual renewal fee Class 4: Heavy Right-of-Way Use Permits : Fee calculated per SMC Sections 12.20.030.4 & 12.20.040.D
Public Improvement <u>Civil</u> Plan Review Fee	3% of Estimated Cost of Public Improvements, <u>\$250 minimum</u>
Public Improvement Inspection Fee	3% of Estimated Cost of Public Improvements, <u>\$125 minimum</u>
<u>Public or Private Utility Work (Gas, Cable, Phone, Electric)</u>	<u>\$150 Application Fee, includes first two hours review and first two inspections.</u>
Fine for Work in Right of Way without Permits	\$250.00 plus standard permit fee
Utility Connection Application Permit Fee a. Water & Reclaimed Water Connections b. Sewer & Storm Drainage Connections	\$170.00 plus applicable <u>Meter and</u> GFC \$65.00 plus applicable GFC
ESC, Grading, and Stormwater: Single Family All other Sites	\$75.00 <u>\$150.00, Includes Review and Inspection</u> \$320.00 <u>\$320.00, Includes first four hours review and first two inspections.</u> \$80.00 Inspection
<u>Additional/Re-Inspection Fee</u>	<u>\$75.00 Per Hour</u>
<u>Additional Plan Review</u>	<u>\$75.00 Per Hour</u>
<u>Contracted Consultant for Plan Review or Inspection</u>	<u>Contract Consultant fees</u>
Special Development Studies: Traffic Impact Reports, Hydrology studies, and similar.	Contract Consultant fees
<u>Design Modification Request</u>	<u>\$150.00</u>
Traffic Impact Fee	\$3,735.71 <u>\$3,967.32</u> for SFR/varies based on use. ORD. 1907-1017 Exhibit B <u>Per SMC 17.12</u>
Latecomer Agreement	\$280.00
Right-of-Way vacation	\$500.00

Stormwater

<u>Monthly Rates</u>	<u>Before October 1, 2021</u>
Schedule 1: Single Family and Duplex	\$12.10
Schedule 2:	
≤ 5,000 sq. ft. Impervious Surface	\$22.70
5,001 – 10,000 sq. ft. Impervious Surface	\$45.40
10,001 – 25,000 sq. ft. Impervious Surface	\$71.00
25,001 – 35,000 sq. ft. Impervious Surface	\$106.40
35,001 – 55,000 sq. ft. Impervious Surface	\$141.85
> 55,000 sq. ft. Impervious Surface	\$283.70

Stormwater Monthly Charges



Monthly Rates <u>Class of Service</u>	Unit	October 1, 2021	2022	2023	2024	2025	2026
Single-Family	1 ERU	\$16.83	\$17.33	\$17.85	\$18.39	\$18.94	\$19.51
Duplex	2 ERUs	\$33.66	\$34.67	\$35.71	\$36.78	\$37.88	\$39.02
All Other Developed Parcels	Per ERU rounded to the nearest tenth	\$16.83	\$17.33	\$17.85	\$18.39	\$18.94	\$19.51

Note: 1 ERU = 2,900 square feet of impervious surface area. All other developed parcels: minimum of 1 ESU

Stormwater GFC

Monthly Rates <u>Class of Service</u>	Unit: \$439.50 <u>\$474.66</u> per ERU
Single-Family	1 ERU
Duplex	2 ERUs
All Other Developed Parcels	Per ERU rounded to the nearest tenth

Note: 1 ERU = 2,900 square feet of impervious surface area.

Sewer

Sewer Service Monthly Charges – Per SMC 14.28

<u>Class of Service</u>	<u>2022 Base Charge</u>	<u>2022 Consumption Charge per C.F.</u>
<u>Schedule 1: Single Family Residential & Duplex</u>	<u>\$52.06</u>	<u>\$0.1042</u>
<u>Schedule 2: Single Family & Duplex without Water Service</u>	<u>\$133.64 Flat Rate</u>	<u>N/A</u>
<u>Schedule 3: Triplex/Multi-Family/Mobile Home/Trailer Parks</u>		
<u>0 c.f. to 460 c.f. per Unit</u>	<u>\$52.06 Per Unit</u>	<u>\$0.0000</u>
<u>Each Unit over 460 c.f.</u>	<u>\$52.06 Per Unit</u>	<u>\$0.1125</u>
<u>Schedule 4: Commercial</u>		
<u>0 c.f. up to 1,000 c.f.</u>	<u>\$63.08</u>	<u>\$0.1127</u>
<u>1,001 c.f. to 2,000 c.f.</u>	<u>\$94.35</u>	<u>\$0.1127</u>
<u>Over 2,000 c.f.</u>	<u>\$130.88</u>	<u>\$0.1127</u>
<u>Schedule 5: Hotel/Motel</u>		
<u>0 c.f. to 84 c.f. per Unit</u>	<u>\$9.53 Per Unit</u>	<u>\$0.0000</u>
<u>Each Unit over 84 c.f.</u>	<u>\$9.53 Per Unit</u>	<u>\$0.1127</u>

Sewer Connection GFC

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$3,258.00
1"	2.50	\$8,145.00



1.5"	5.00	\$16,290.00
2"	8.00	\$26,064.00
3"	16.00	\$48,870.00
4"	25.00	\$81,495.00
6"	50.00	\$162,900.00
8"	80.00	\$260,640.00

- Developments pursuant to SMC 18.02.110 shall be charged twenty-five percent (25%) of the equivalent charge above [\(e.g. Tiny Homes\)](#).

Sewer [Connection](#) GFC (Grandview Heights only)

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$1,629.00
1"	2.50	\$4,072.00
1.5"	5.00	\$8,145.00
2"	8.00	\$13,032.00
3"	16.00	\$24,435.00
4"	25.00	\$40,725.00
6"	50.00	\$81,495.00
8"	80.00	\$130,320.00

Biosolids

Class A Biosolids Fertilizer, per bag	Fee set by City Manager
Receiving Hauled Biosolids Sludge:	
Sludge up to 1.5% Total Suspended Solids	\$0.11 per gallon
Sludge 1.6% to 3% Total Suspended Solids	\$0.13 per gallon
Sludge 3.1% to 6% Total Suspended Solids	\$0.15 per gallon

Reclaimed Water [Connection](#)

Water Meter Charge	Fee
3/4" Meter	\$238.16 335.06
1"	\$354.91 393.00
1.5"	\$760.43 747.68



2"	\$1,029.38 1,002.28
3"	\$2,018.65 2,461.28
4"	\$3,170.16 4,523.04
6"	\$4,298.21 5,236.66
Above 6"	\$6,095.57 11,047.41

Reclaimed Water [Connection GFC](#)

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$326.00
1"	2.50	\$815.00
1.5"	5.00	\$1,629.00
2"	8.00	\$2,606.00
3"	16.00	\$4,887.00
4"	25.00	\$8,150.00
6"	50.00	\$16,290.00
8"	80.00	\$26,064.00

[Reclaimed Water Service Monthly Charges – Per SMC 16.06.010](#)

[Each account that is served shall pay the following monthly reclaimed water meter charge:](#)

Meter Size	2022 Commercial
¾- inch	\$13.62
1-inch	\$16.81
1 ¼ - inch	\$19.89
1 ½ -inch	\$22.94
2-inch	\$33.54
2 ½ -inch	N/A
3-inch	\$88.43
4-inch	\$118.61
6-inch	\$195.61



8-inch	\$285.95
10-inch	\$438.56
12-inch	\$682.59

Monthly Reclaimed Water Consumption Charge – Per SMC 16.06.010

In addition to the monthly reclaimed water meter charge, each service shall pay a consumption charge of \$0.01915 for each cubic foot of reclaimed water consumed in a month.

Water

Water ~~Connection~~ Meter Charge

3/4" meter	\$238.16 335.06
1" meter	\$354.91 393.00
1.5" meter	\$760.43 747.68
2" meter	\$1,029.38 1,002.28
3" meter	\$2,018.65 2,461.28
4" meter	\$3,170.16 4,523.04
6" meter	\$4,298.21 5,236.66
Above 6" meter	\$6,095.57 11,047.41

Water ~~Meter~~ ~~Connection~~ GFC

Water Meter Size	Weighting Factor	Fee
3/4"	1.00	\$1,260.00
1"	2.50	\$3,150.00
1.5"	5.00	\$6,300.00
2"	8.00	\$10,080.00
3"	16.00	\$18,900.00
4"	25.00	\$31,500.00
6"	50.00	\$63,000.00
8"	80.00	\$100,800.00

- Developments pursuant to SMC 18.02.110 shall be charged twenty-five percent (25%) of the equivalent charge above. ([e.g., Tiny Homes](#))

Water Service Monthly Charges – Per SMC 15.28



Schedule 1: Each account that is served shall pay the following monthly water meter charge:

<u>Meter Size</u>	<u>2022</u> <u>Single-Family</u>	<u>2022</u> <u>Multifamily</u>	<u>2022</u> <u>Commercial</u>	<u>2022</u> <u>Irrigation</u>	<u>2022</u> <u>Private Fire Line</u>
<u>¾ - inch</u>	<u>\$15.99</u>	<u>\$14.10</u>	<u>\$13.62</u>	<u>\$42.24</u>	<u>\$10.22</u>
<u>1-inch</u>	<u>\$20.77</u>	<u>\$17.60</u>	<u>\$16.81</u>	<u>\$64.62</u>	<u>\$12.23</u>
<u>1 ¼ - inch</u>	<u>\$25.80</u>	<u>\$21.05</u>	<u>\$19.89</u>	<u>\$91.46</u>	<u>\$13.98</u>
<u>1 ½ - inch</u>	<u>\$30.85</u>	<u>\$24.52</u>	<u>\$22.94</u>	<u>\$118.27</u>	<u>\$15.74</u>
<u>2-inch</u>	<u>\$46.18</u>	<u>\$36.06</u>	<u>\$33.54</u>	<u>\$186.11</u>	<u>\$22.58</u>
<u>2 ½ - inch</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>3-inch</u>	<u>\$113.74</u>	<u>\$93.45</u>	<u>\$88.43</u>	<u>\$393.87</u>	<u>\$62.60</u>
<u>4-inch</u>	<u>\$158.18</u>	<u>\$126.49</u>	<u>\$118.61</u>	<u>\$595.85</u>	<u>\$81.84</u>
<u>6-inch</u>	<u>\$274.70</u>	<u>\$211.35</u>	<u>\$195.61</u>	<u>\$1,149.76</u>	<u>\$129.60</u>
<u>8-inch</u>	<u>\$412.47</u>	<u>\$311.15</u>	<u>\$285.95</u>	<u>\$1,812.66</u>	<u>\$185.37</u>
<u>10-inch</u>	<u>\$620.46</u>	<u>\$474.80</u>	<u>\$438.56</u>	<u>\$2,633.45</u>	<u>\$288.94</u>
<u>12-inch</u>	<u>\$949.51</u>	<u>\$735.75</u>	<u>\$682.59</u>	<u>\$3,903.20</u>	<u>\$455.89</u>

Monthly Water Service Consumption Charge – Per SMC 15.28

In addition to the meter charge established in Schedule 1 above, each service shall pay the following rate for each cubic foot of water consumed in a month:

<u>Class of Service</u>	<u>2022</u> <u>Consumption Charge per C.F</u>
<u>Schedule 2: Single Family Residential</u>	
<u>Each cubic foot up to 600 c.f.</u>	<u>\$0.0335</u>
<u>Each cubic foot in excess of 600 c.f. up to 1,500 c.f.</u>	<u>\$0.0401</u>
<u>Each cubic foot in excess of 1,500 c.f.</u>	<u>\$0.0498</u>
<u>Schedule 3: Multifamily</u> <u>(including duplex, triplex, mobile home, and trailer parks)</u>	<u>\$0.0389</u>
<u>Schedule 4: Commercial</u> <u>(including government, industrial, hotel/motel)</u>	<u>\$0.0383</u>
<u>Schedule 5: Irrigation</u>	<u>\$0.0498</u>
<u>Schedule 6: Wholesale Rate</u> <u>(Johns Prairie area owned by the Port of Shelton)</u>	<u>\$0.0345</u>

Bulk Water and Hydrant Use Permits

Annual Hydrant Water Use Permit Application Fee (From Issuance)	\$70.00 <u>\$72.00</u> <u>Or prorated at \$6/mo if issued in the 4th quarter</u>
---	---



Hydrant Meter, Gate Valve, and Wrench Deposit and Rental Fee	\$750.00 refundable deposit \$75 per month rental fee
Hydrant Water Billing and Water Use Charge and PWM Hydrant Load/Use Charge	\$45.00 quarterly billing charge, plus commercial water consumption charge per SMC 15.28.050
Fine for connection to hydrant without permit	\$1,000.00
Fine for connection to hydrant without meter	\$500.00

Misc. Water Fees and Charges

Water Turn Off for Non-Payment	\$100.00
Water Disconnect:	
Regular Office Hours	\$0.00
*Emergency After Hours	\$100.00 <u>\$150.00</u>
*Disconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to disconnect water is to occur during City business hours only.	
Water Reconnect:	
Regular Business Hours	\$0.00
*Emergency After Hours	\$100.00 <u>\$150.00</u>
*Reconnects after hours are for emergencies only; scheduled plumbing maintenance or repairs that requires City Staff to reconnect water is to occur during City business hours only.	
Fine for unauthorized connection/disconnection of water service	\$500.00
Fine for tampering with water meter, cutting lock, etc.	<u>\$150.00 per instance</u>
Commercial Fire Line	No Charge
Backflow Testing	No Charge



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G3)

Touch Date: 02/15/2022
Brief Date: 02/15/2022
Action Date: 02/15/2022

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 artwork

☐

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 28, 2022. Two artists submitted proposals for the gallery.
2. The Shelton Arts Commission met on February 1, 2022, to jury the submittals.
3. On February 15, 2022, the Shelton Arts Commission is presenting the recommended art to the City Council for approval. Upon approval, the art will be installed on March 1, 2022, and in place through May 31, 2022.

The selected artist and work include:

ARTIST	MEDIUM	TITLES
Deborah Chava Singer	Photography	American Robin, Cherry Blossoms, Emerging from the Trees, Finally in Kennewick, Mountains and Clouds
Sara Dobbs	Pencil on Paper	Grasshopper I, Grasshopper II, Any I, Ant II, The Grasshopper and the Ants

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



American Robin in Crab Apple



Cherry Blossoms Are Here



Emerging from the Trees



Finally In Kennewick



Mountains and Clouds

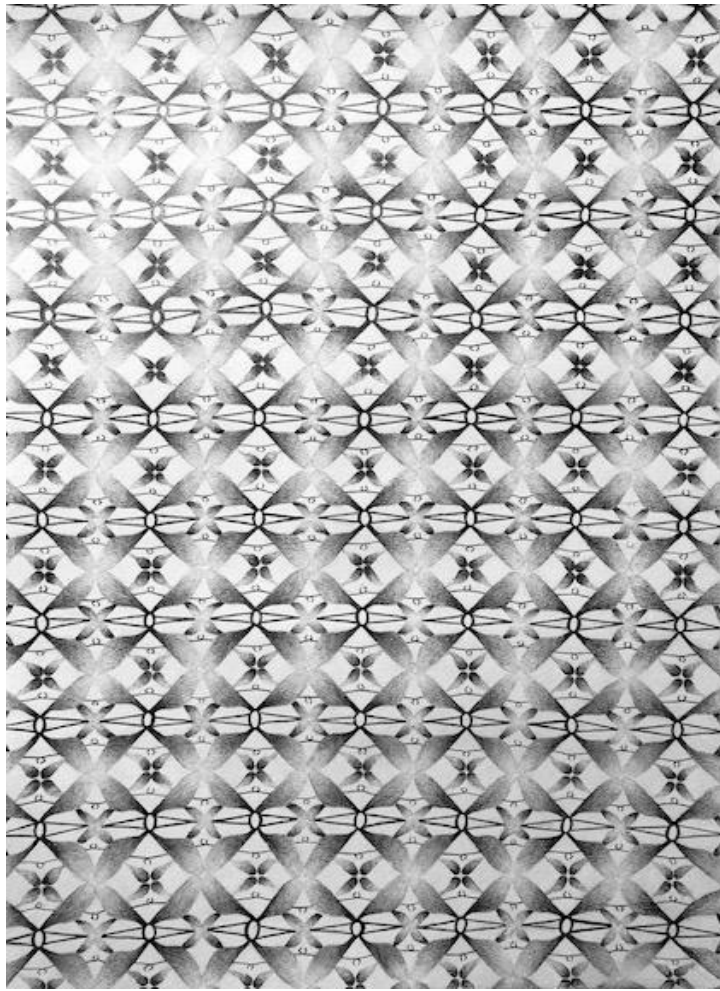
Sara Dobbs



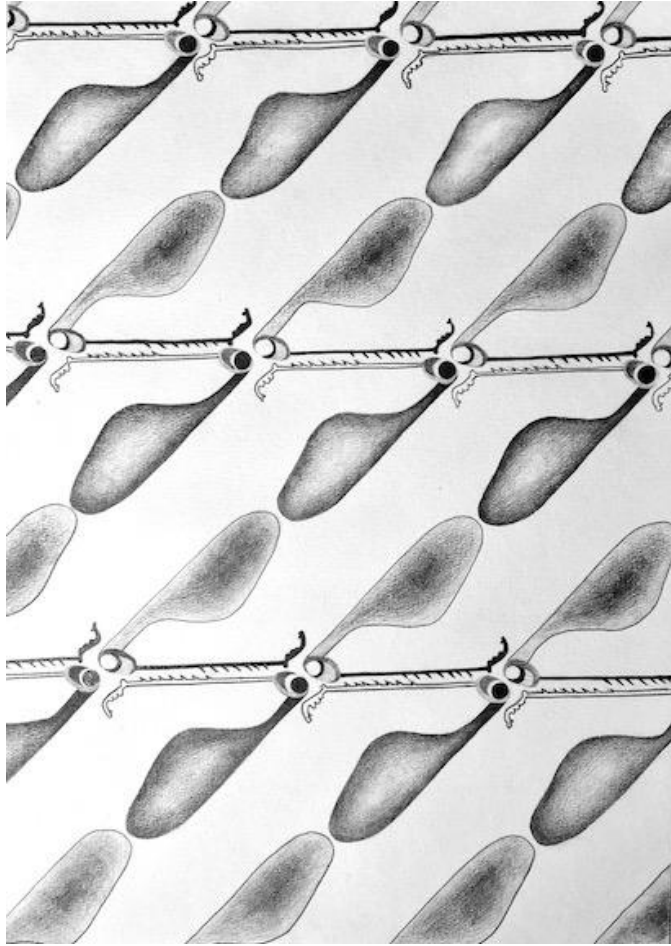
Ant I



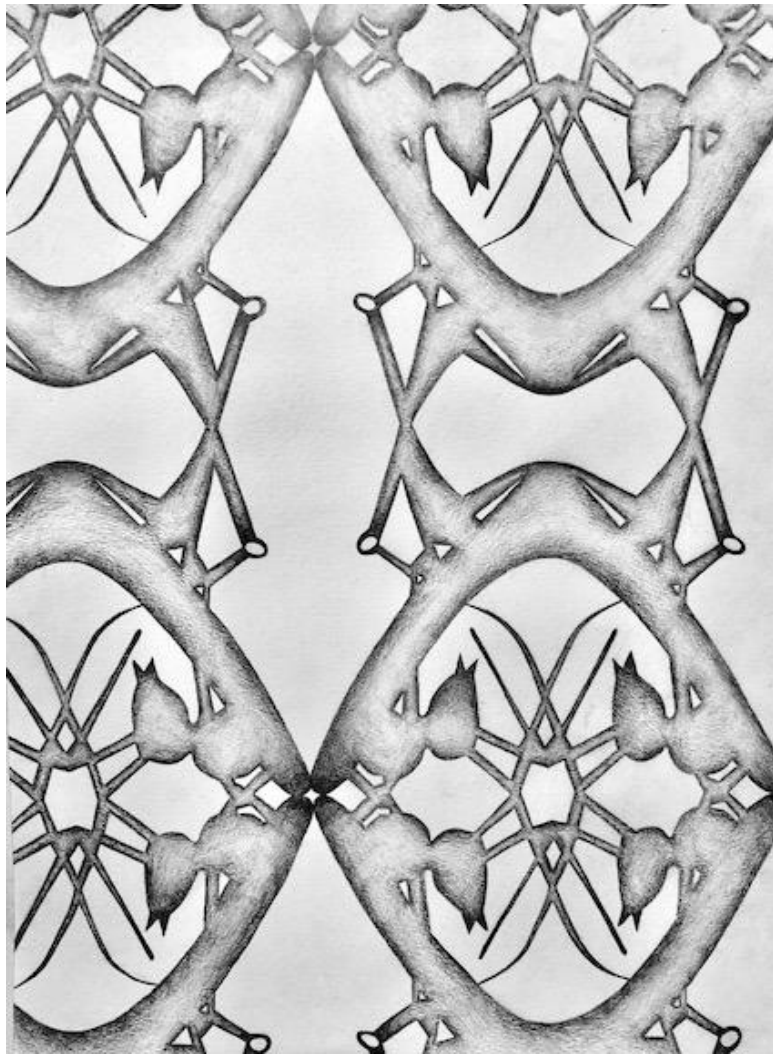
Ant II



Grasshopper I



Grasshopper II



The Grasshopper and the Ants



**CITY OF SHELTON
COUNCIL BRIEFING REQUEST
(Agenda Item G4)**

Touch Date: 02/02/2022
Brief Date: 02/02/2022
Action Date: 02/15/2022

Department: Police
Presented By: Chief Carole Beason

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Adopt-A-Pet of Shelton Agreement

☐ Ordinance

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:
Resolution No. 1228-0222
AAP Agreement

☒ Resolution

☒ Motion

☐ Other

JN

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City of Shelton operates an animal shelter that services much of Mason County. The shelter is currently staffed predominantly by our Code Compliance Officer who divides her time when there are animals in the shelter. On occasion, unclaimed animals in the shelter require extended stays while adoption arrangements are made. These cases necessitate our Code Compliance Officer to dedicate more of her on duty time to animal care and requires additional part time employees to care for the animals in the Code Compliance Officer's absence.

ANALYSIS/OPTIONS/ALTERNATIVES:

Our Code Compliance Officer contacted Adopt-A-Pet of Shelton and negotiated an agreement to accept and care for unclaimed animals from the City of Shelton while the animal awaits adoption. This agreement would allow Shelton's animal shelter to be a short-term holding facility pending transfer to Adopt-A-Pet of Shelton, thus giving the Code Compliance Officer more time to address code compliance issues.

BUDGET/FISCAL INFORMATION:

Adopt-A-Pet of Shelton would bill the City of Shelton for each animal transferred from our animal shelter to their care. The cost to the City will be \$200.00 per dog. The Shelton Animal Shelter averages less than 5 animals a month that would meet this transfer criteria.

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

"I move to approve Resolution No. 1228-0222 as presented."

RESOLUTION NO. 1228-0222

A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ADOPT-A-PET OF SHELTON FOR LONG TERM ANIMAL CARE AND ADOPTION

WHEREAS, the animal shelter sought alternative housing options for unclaimed or abandoned animals requiring care beyond the 72 hours allotted for owners to claim their pets.

WHEREAS, this agreement would alleviate the need for longer term care at the Shelton Animal Shelter and allow more time to address code compliance issues.

THEREFORE, BE IT RESOLVED by the City Council of the City of Shelton that the City Manager is authorized to sign a contract with Adopt-A-Pet of Shelton to accept unclaimed shelter animals and care for them while they arrange for pet adoption.

Passed by the City Council at its regular meeting held on the 15th day of February 2022.

Mayor Onisko

ATTEST:

City Clerk Nault

AGREEMENT FOR ANIMAL ADOPTION SERVICES

This agreement is entered into between the City of Shelton, hereinafter referred to as COS, a Washington state municipal corporation, and Adopt-A-Pet of Shelton Washington, hereinafter referred to as AAP, an all-volunteer run, non-profit (EIN #91-1088679) Dog Rescue, who is organized under the laws of the State of Washington.

COS and AAP are entering into a contract for the COS to transfer 3-5 adoptable dogs per month, to AAP rescue in Shelton, Washington with the goal of AAP to find adoptable homes with forever families.

Compensation for and in consideration of the services to be performed by AAP, COS agrees to pay AAP \$200 per dog that is transferred to Shelton Veterinary Hospital, hereinafter referred to as SVH, to be released to AAP for rehoming after full vetting.

Term of Agreement. This agreement shall be in full force and effective for a period of 12 months. Commencing 01/01/2022 and completing on 12/31/2022. A continuation agreement will be under review 11/01/2022 for renewal the following year. This agreement can be terminated by either COS or AAP who are required to submit a 30 day written notice.

COS UNDERSTANDS AND AGREES TO THE FOLLOWING

1. COS will provide proper and sufficient food, water, shelter, exercise, safe transport, and veterinary treatment (routine and emergency) for transferable dogs while in COS care.
2. COS agrees to pay for any expenses incurred prior to arrival in AAP custody relating to the veterinary care of basic husbandry needs of the animals transferred, unless otherwise agreed in writing by AAP, and waive any rights to claim reimbursement for said costs and expenses from AAP.
3. COS will only transfer dogs whose stray hold has expired on adoptable dogs.
4. COS understands that all dogs adopted from AAP must be spayed/neutered which is AAP Mission Statement. Additionally, the dogs will be fully vaccinated with rabies, leptospirosis, and micro-chipped prior to adoption. COS will communicate the need for these services to AAP staff before transport.
5. COS agrees to carefully screen transfer candidates to determine their suitability for transfer to AAP. COS agrees to communicate all known medical and behavioral concerns (past and present) to AAP prior to transport of the dogs. Additionally, COS will provide AAP with any vetting paperwork turned in by owners who have released their dogs to COS.
6. COS understands that AAP cannot guarantee the health, behavior, or temperament of any dog selected for transfer, and agrees not to hold AAP responsible for any present or future illness, behavioral issues, or damage to any person, animal, or property.
7. COS agrees to defend, indemnify, and hold AAP harmless for any claims arising from COS performance of its duties under this agreement.
8. Not all dogs are candidates for AAP adoption program. AAP has the right to refuse transfer of individual dogs due to behavioral, medical, or space constraints.

AAP UNDERSTANDS AND AGREES TO THE FOLLOWING

1. AAP will provide proper and sufficient food, water, shelter, exercise, and veterinary treatment (routine and emergency) for transferred dogs while in AAP care.
2. AAP confirms that transferred dogs will not displace other animals in AAP care of community, and the transferred dogs will not be euthanized for space.
3. AAP agrees that transferred dogs will be spayed/neutered prior to adoption per AAP Mission Statement.
4. AAP will assume legal ownership of every dog transferred from COS, upon arrival at SVH, waiting for transport to AAP, and until the adoption process is completed placing the dog with his/her new owner(s).
5. AAP agrees that it is fully liable for all costs for the care and/or damage done by the dogs during the time AAP legally owns the dogs.
6. AAP agrees to humanely euthanize any transferred dogs that are found to be a danger to the public or are in a state of extreme physical suffering. Please note, AAP will only accept adoptable dogs.
7. AAP understands that many shelter animals have an unknown history and are being transferred for a shelter environment. COS is not able to ensure the animals have not been exposed to pathogens, parasites, or viruses.
8. AAP does not guarantee or make any warranties or representations regarding the health, temperament, training, behavior, or suitability of the dogs available for adoption. Any information or observations provided to AAP about the dogs are based on the limited information available to COS at the time of owner release and may not be accurate or comprehensive. AAP understands that the dogs may behave differently or unpredictable after COS transfer.
9. AAP agrees to defend, indemnify, and hold COS harmless from any claims arising for AAP performance of its duties under this agreement.

Lisa McHenry
President, Adopt-A-Pet of Shelton WA

Di Agée
Kennel Manager, Adopt-A-Pet of Shelton WA

Jeff Niten
City Manager