



Shelton City Council  
Meeting Agenda – Virtual Platform  
March 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 107157 through 107199 in the total amount of \$137,418.89
2. Vouchers numbered APA000001 through APA000054 in the total amount of \$97,673.46
3. Payroll warrants numbered 3909 and 3910 and 8259 through 8299 and 8300 through 8402. Warrants 106712 through 106731 in the amount of \$833,097.43
4. Payroll warrants numbered 8403 through 8444 and 8445 through 8545. Warrants 107020 through 107039 in the amount of \$841,876.99
5. Minutes from Business Meeting of February 15, 2022
6. Minutes from Study Session of February 22, 2022
7. January Financial Status Report

**D. Presentations**

1. Timberland Regional Library Update – Presented by Timberland Regional Library Executive Director Cheryl Heywood

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

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

1. MACECOM Lease – Presented by Community Development Director Mark Ziegler
2. Resolution No. 1229-0222 Acknowledging Receipt of Petition for Annexation – Presented by Community Development Director Mark Ziegler
3. Resolution No. 1230-0222 Western Gateway Project Award – Presented by City Engineer Ken Gill
4. Resolution No. 1232-0322 21-23 Stormwater Capacity Grant Acceptance – Presented by City Engineer Ken Gill
5. Resolution No. 1234-0322 Western Gateway Engineering Contract Amendment No. 4 – Presented by City Engineer Ken Gill

**G. Action Agenda** (Action/Public Comment Taken)

No action items

**H. Administration Reports**

1. City Manager Report

**I. New Items for Discussion**

**J. Announcement of Next Meeting – April 5, 2022 at 6:00 p.m.**

**K. Adjourn**

***Special Note for Public Participation***

*The meeting can be viewed at: [masonwebtv.com](http://masonwebtv.com)*

*The public can provide comments by:*

*Email: [jeff.niten@sheltonwa.gov](mailto: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. 3/22 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Ch. 20.47.010 Related to Camping on Private Property</li> </ul>	Packet Items Due: 3/18 @ noon
Fri. 3/25 9:00 a.m.	Special Meeting	Council Retreat – Strategic Planning	N/A
Tues. 4/5 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>Public Hearing Ordinance No. 1984-0222 Shelton Municipal Code Chapter 20.08 and 20.64</li> <li>Resolution No. 1227-0222 EMS Levy</li> <li>Resolution No. 1233-0322 Surplus of 218 S 5<sup>th</sup> Street Structure</li> <li>Ordinance No. 1985-0322 Signage</li> <li>Ordinance No. 1986-0322 Graffiti</li> <li>Resolution No. 1231-0222 ILA with MTA</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>MACECOM Lease</li> <li>Resolution No. 1229-0222 Acknowledging receipt of Petition for Annexation</li> <li>Resolution No. 1230-0222 Western Gateway Project Award</li> <li>Bargaining Agreement w/Customer Service</li> <li>Resolution No. 1234-0322 Western Gateway Engineering Contract Amendment No. 4</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 3/25 – 5:00 p.m.
Tues. 4/12 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Animal Control Ordinance</li> </ul>	Packet Items Due: 4/8 @ noon
Tues. 4/19 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> <li>February Financial Status Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>YMCA Purchase and Sale Agreement</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>Ordinance No. 1984-0222 Shelton Municipal Code Chapter 20.08 and 20.64</li> <li>Resolution No. 1227-0222 EMS Levy</li> <li>Ordinance No. 1985-0322 Signage</li> <li>Ordinance No. 1986-0322 Graffiti</li> <li>Resolution No. 1233-0322 Surplus of 218 N 5<sup>th</sup> Street Structure</li> </ul>	Packet Items Due: 4/8 – 5:00 p.m.

		<ul style="list-style-type: none"> <li>Resolution No. 1231-0222 ILA with MTA Administration Report</li> <li></li> </ul>	
Tues. 4/26 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 4/22 @ noon
Tues. 5/3 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li>YMCA Purchase and Sale Agreement</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 4/22 – 5:00 p.m.
Tues. 5/10 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 5/6 @ noon
Tues. 5/17 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> <li>March Financial Status Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li></li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 5/6 – 5:00 p.m.

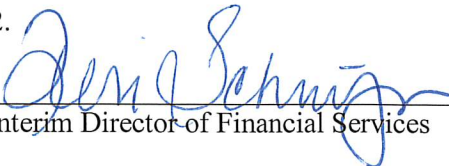
Other – TBD

- UGA/Annexation Policy (Water/Sewer Extensions)
- More Standing Committees by the Council
- Water and Sewer Fee Schedule Revisions (Ordinance removing rates from SMC)
- Public Hearing Ordinance No. 1968-0321 Water Comp Plan Adoption



## 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 107157 through number 107199 in the total amount of \$137,418.89 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 25<sup>th</sup> 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

## 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 APA000001 through number APA000054 in the total amount of \$97,673.46 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 8<sup>th</sup> of March, 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 within payroll warrants numbered 3909 and 3910 and 8259 through 8299 and 8300 through 8402. Warrants 106712 through 106731 in the amount of \$833,097.43 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 3<sup>rd</sup> of March, 2022.

  
\_\_\_\_\_  
Administrative Services Director

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

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
Deputy Mayor Schmit

\_\_\_\_\_  
Councilmember Boad

\_\_\_\_\_  
Councilmember Gutierrez

\_\_\_\_\_  
Councilmember McDowell

\_\_\_\_\_  
Councilmember Peterson

\_\_\_\_\_  
Councilmember 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 within payroll warrants numbered 8403 through 8444 and 8445 through 8545. Warrants 107020 through 107039 in the amount of \$841,876.99 and that the claims are just and due obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 3rd of March, 2022.

  
\_\_\_\_\_  
Administrative Services Director

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

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
Deputy Mayor Schmit

\_\_\_\_\_  
Councilmember Boad

\_\_\_\_\_  
Councilmember Gutierrez

\_\_\_\_\_  
Councilmember McDowell

\_\_\_\_\_  
Councilmember Peterson

\_\_\_\_\_  
Councilmember Schirman



## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

City Council Meeting Minutes  
February 15, 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  
Community Development Director Mark Ziegler  
Police Chief Carole Beason  
City Engineer Ken Gill

### **CALL TO ORDER**

Call to Order: 6:00 p.m.  
Pledge of Allegiance: Councilmember Schirman  
Roll Call: City Clerk Donna 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](mailto:jeff.niten@sheltonwa.gov), or (3) by calling City Manager Jeff Niten at (360) 432-5105.*

### **CITY COUNCIL REPORTS**

Future grant opportunities.

### **CONSENT AGENDA**

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 numbered 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.

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

## **PRESENTATIONS**

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

Community Development Director Ziegler and Ben Silesky, Olympic Community Solar, discussed a community campaign solar program. Discussion followed.

## **GENERAL PUBLIC COMMENT**

None

## **BUSINESS AGENDA**

1. Ordinance No. 1982-0122 Noise Regulations – Presented by City Manager Jeff Niten

City Manager Niten discussed changes to SMC 9.18. Discussion followed. No public comment. City Clerk Nault provided the first reading of Ordinance No. 1982-0122.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember McDowell to forward Ordinance No. 1982-0122 to the action agenda of the March 1 City Council meeting for further consideration. Passed.

2. Ordinance No. 1983-0122 Animal Control – Presented by City Manager Jeff Niten

City Manager Niten discussed changes to SMC 7.02. Discussion followed. No public comment. City Clerk Nault provided the first reading of Ordinance No. 1983-0122.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Boad to forward Ordinance No. 1983-0122 to the action agenda of the March 1 City Council meeting for further consideration. Ayes: Councilmembers Schmit, Boad, Gutierrez, McDowell, Peterson and Schirman. Opposed: Mayor Onisko. Passed.

3. Parks & Recreation Advisory Committee Appointments – Presented by Community Development Director Mark Ziegler

Community Development Director Ziegler updated City Council on the three open positions on the Parks & Recreation Advisory Committee. Discussion followed. No public comment.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember McDowell 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. Passed.

4. Resolution No. 1226-0222 2021 Chip Seal Final Acceptance – Presented by City Engineer Ken Gill

City Engineer Gill provided an overview of the 2021 Chip Seal Project. Discussion followed. No public comment.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember McDowell to move Resolution No. 1226-0222 to the March 1 action agenda. Passed.

## **ACTION AGENDA**

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

City Engineer Gill reviewed the scope and fee contracts for design services for both projects. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No. 1223-1221 and Resolution No. 1224-1221.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Gutierrez to adopt Resolution No. 1223-1221 and Resolution No. 1224-1221. Passed.

2. Resolution No. 1225-1221 2022 Master Fee Schedule Update – Presented by Interim Finance Director Teri Schnitzer

Interim Finance Director Schnitzer discussed effective dates and proposed updates to the City's Master Fee Schedule. No discussion. No public comment. City Clerk Nault provided the reading of Resolution 1225-1221.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Gutierrez to approve Resolution No. 1225-1221 as presented. Passed.

3. Civic Center Rotating Art Gallery Recommendations – Presented by Community Development Director Mark Ziegler

Community Development Director Ziegler shared the Shelton Arts Commission's recommendations for art placement in the gallery. Discussion followed. No public comment.

A motion was made by Councilmember Peterson and seconded by Mayor Onisko to approve the Shelton Arts Commission's recommendations for placement in the Civic Center Rotating Art Gallery. Passed.

4. Resolution No. 1228-0222 Adopt-A-Pet Agreement – Presented by Police Chief Carole Beason

Police Chief Beason discussed an optional agreement with Adopt-A-Pet of Shelton. Discussion followed. No public comments. City Clerk Nault provided the reading of Resolution No. 1228-0222.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Gutierrez to approve Resolution No. 1228-0222 as presented. Passed.

## **ADMINISTRATION REPORT – City Manager Jeff Niten**

- Mason County Health Department – COVID Tests & N95 Masks
- Library Pop-Up – Temporary location at Civic Center Lobby
- Review Looking Ahead

## **NEW ITEMS FOR DISCUSSION**

None

## **EXECUTIVE SESSION (15 minutes)**

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

Mayor Onisko recessed from the regular business meeting and convened the executive session at 7:08 p.m. Mayor Onisko closed the executive session and reconvened the regular business meeting at 7:23 p.m.

**EXECUTIVE SESSION (30 minutes)**

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

Mayor Onisko recessed from the regular business meeting and convened the executive session at 7:25 p.m. At 7:55 p.m. City Clerk Nault announced executive session had been extended until 8:00 p.m. At 8:00 p.m. City Clerk Nault announced the executive session was extended until 8:05 p.m. Mayor Onisko called the regular meeting back to order at 8:05 p.m. and announced the upcoming City Council meetings.

**ANNOUNCEMENT OF NEXT MEETING**

Study Session – February 22, 2022 at 6:00 p.m.

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

**MEETING ADJOURN**

Mayor Onisko adjourned the meeting at 8:07 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault





## **CITY OF SHELTON, WASHINGTON - CITY COUNCIL**

Study Session Special Meeting Minutes

February 22, 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  
City Attorney Kathleen Haggard  
Community Development Director Mark Ziegler  
Senior Planner Jason Dose

### **CALL TO ORDER**

Call to Order: 6:00 p.m.

Roll Call: City Clerk Donna Nault – All Present

### **STUDY AGENDA**

1. Annexation 101 – Presented by City Attorney Kathleen Haggard

City Attorney Haggard provided an overview of annexations and the impacts of annexations.  
Discussion followed.

### **NEW ITEMS FOR DISCUSSION**

None

### **ADJOURN**

Mayor Onisko adjourned the meeting at 6:35 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault

# January 2022 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview

	2022 Budget	2022 thru January	2022 Est Actual	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
Revenues	15,123,340	1,047,938	14,848,500	(274,840)	-1.8%
Expenditures	15,685,430	1,241,723	15,376,770	308,660	2.0%
Net Revenues Less Expenditures	(562,090)	(193,785)	(528,270)	33,820	
Beginning Fund Balance	5,128,810		5,128,810		
Ending Fund Balance	4,566,720		4,600,540		
	29.1%		29.9%		
<b>Ending Fund Balance Breakdown:</b>					
Reserved - 20% of Budget	3,137,086		3,137,086		
Unreserved Fund Balance	1,429,634		1,463,454		
<b>Total Fund Balance</b>	<b>4,566,720</b>		<b>4,600,540</b>		

### Summary

2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals. 2020 and 2021 amounts included in this report are unaudited.

Analysis through January shows an overall positive budget variance of \$34 thousand.

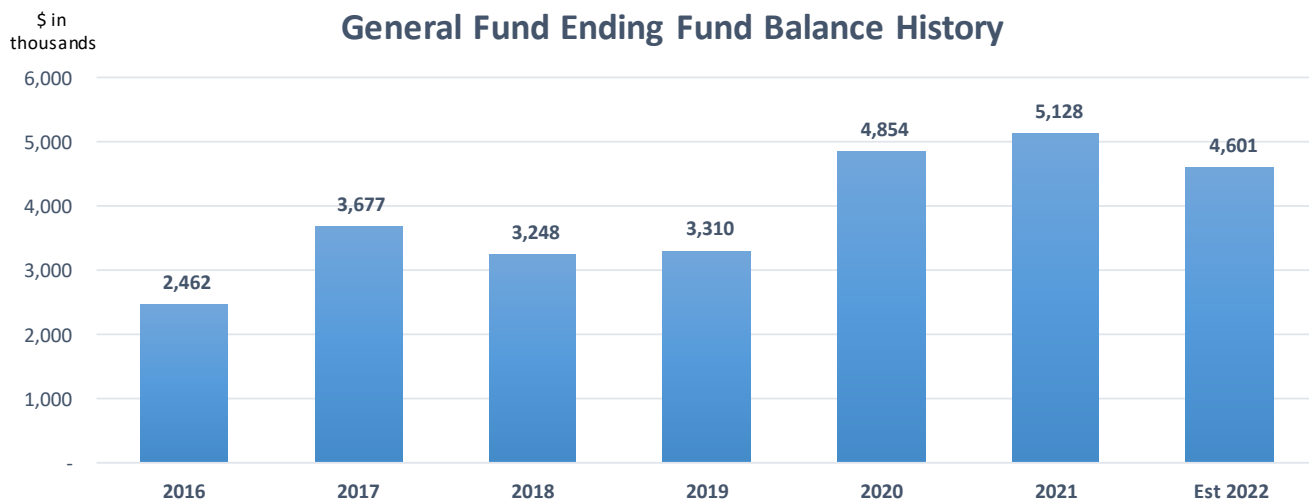
General Fund Reserves are estimated to end the year at \$4.6 million, or 29.9% of 2022 budgeted expenditures.

#### **Revenue Overview**

Revenues are currently estimated to end the year approximately \$275 thousand, or -1.8% lower than budgeted.

#### **Expenditure Overview**

Expenditures are currently estimated to end the year approximately \$309 thousand, or 2.0% lower than budgeted.



# January 2022 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Revenues

Revenue Categories	2022 Budget	2022 thru January	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Taxes:</b>					
Property	2,535,900	19,002	2,535,900	-	0.0%
Sales & Use	3,353,860	269,272	3,231,270	(122,590)	-3.7%
City Utility	1,225,750	124,784	1,275,760	50,010	4.1%
Non-City Utility	1,301,400	141,003	1,187,620	(113,780)	-8.7%
Business & Occupation	997,500	132,196	997,500	-	0.0%
Other	40,430	4,532	40,430	-	0.0%
Licenses & Permits	296,900	48,264	282,740	(14,160)	-4.8%
Intergovernmental Revenue	1,963,910	68,335	1,965,890	1,980	0.1%
Charges for Goods/Services	3,201,890	210,810	3,142,000	(59,890)	-1.9%
Fines and Penalties	92,550	2,877	72,920	(19,630)	-21.2%
Miscellaneous Revenue	113,250	26,862	116,470	3,220	2.8%
<b>Total Revenues</b>	<b>15,123,340</b>	<b>1,047,938</b>	<b>14,848,500</b>	<b>(274,840)</b>	<b>-1.8%</b>

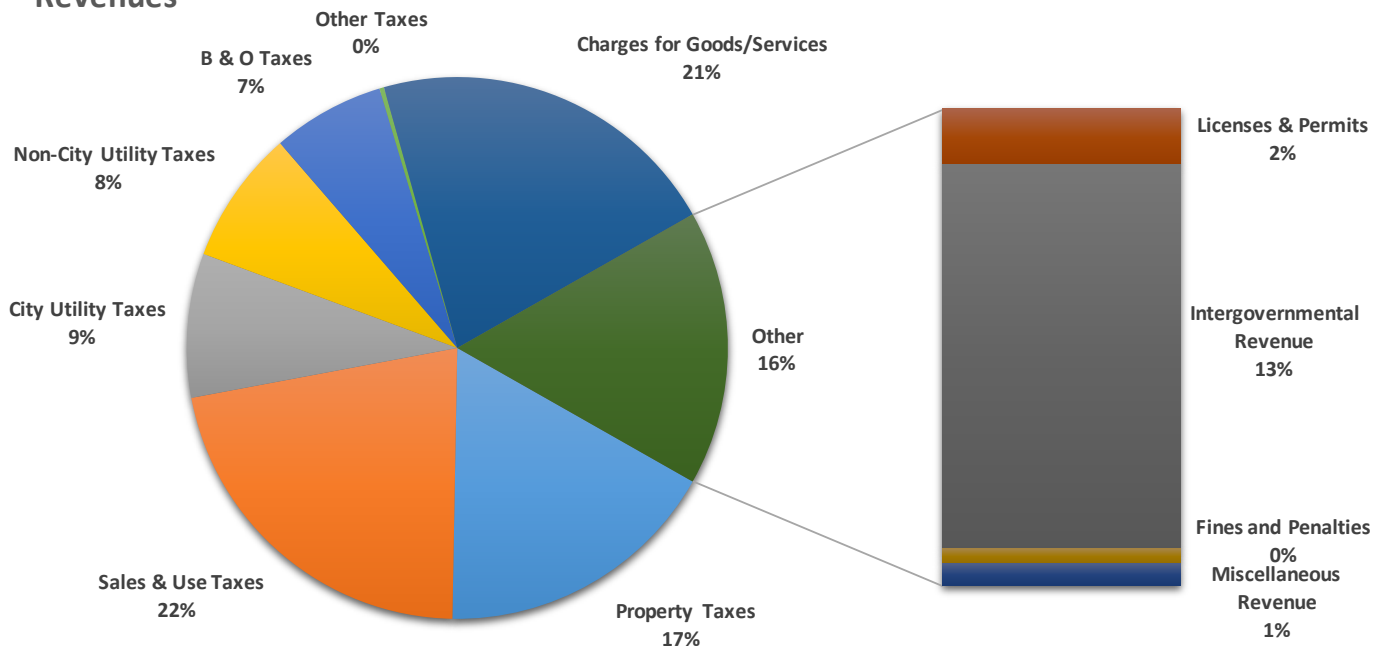
\*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

Current 2022 revenue estimates compared to the 2022 budget do not create large variances.

#### 2022 Estimated General Fund Revenues



# January 2022 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Expenditures

Department	2022 Budget	2022 thru January	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Administrative Services</b>					
Human Resources	287,870	41,295	297,400	(9,530)	-3.3%
Information Technology	385,020	28,339	372,810	12,210	3.2%
Risk Management	128,060	40,620	133,370	(5,310)	-4.1%
<b>City Clerk</b>	227,660	26,705	229,360	(1,700)	-0.7%
<b>City Council</b>	73,530	9,872	73,500	30	0.0%
<b>City Manager</b>					
City Manager	423,670	39,121	420,240	3,430	0.8%
Legal	345,870	(12,073)	345,320	550	0.2%
Detentions/Corrections-Contract	430,740	93	425,610	5,130	1.2%
<b>Community Dev, Parks, Facilities</b>					
Civic Center Activities	71,360	5,109	63,210	8,150	11.4%
Community Development	615,210	84,692	610,260	4,950	0.8%
Facility Services	671,120	54,267	675,960	(4,840)	-0.7%
Parks & Recreation	736,700	45,773	683,700	53,000	7.2%
<b>Finance</b>	1,185,200	121,670	1,105,600	79,600	6.7%
<b>Fire &amp; Emergency Services</b>	1,652,740	138,673	1,648,420	4,320	0.3%
<b>Municipal Court</b>	595,060	54,046	608,680	(13,620)	-2.3%
<b>Non-Departmental</b>	3,127,940	45,026	2,974,860	153,080	4.9%
<b>Police</b>	3,871,460	425,953	3,849,000	22,460	0.6%
<b>Public Works</b>	856,220	92,541	859,470	(3,250)	-0.4%
<b>Total Expenditures</b>	<b>15,685,430</b>	<b>1,241,723</b>	<b>15,376,770</b>	<b>308,660</b>	<b>2.0%</b>

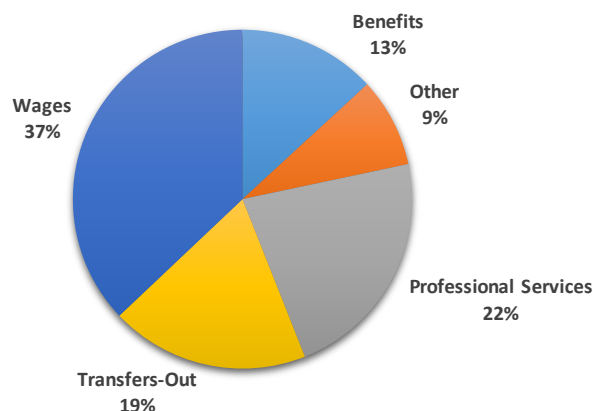
\*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

Current 2022 expenditure estimates compared to the 2022 budget do not create large variances.

### 2022 Estimated General Fund Expenditures



# January 2022 Monthly Financial Report

## City of Shelton, Washington

### General Fund Year-to-Year

	2020 Actual	2021 Actual	2022 Budget	2022 thru January	2022 Est Actual
<b>Beginning Fund Balance</b>	<b>3,295,980</b>	<b>4,853,568</b>	<b>5,128,810</b>	<b>5,128,810</b>	<b>5,128,810</b>
<b>Revenues</b>					
Taxes:					
Property	2,495,035	2,502,891	2,535,900	19,002	2,535,900
Sales & Use	3,195,310	3,368,713	3,353,860	269,272	3,231,270
City Utility	1,182,935	1,241,561	1,225,750	124,784	1,275,760
Non-City Utility	1,138,999	1,165,125	1,301,400	141,003	1,187,620
Business & Occupation	810,806	980,007	997,500	132,196	997,500
Other	42,140	54,581	40,430	4,532	40,430
Licenses & Permits	344,354	281,266	296,900	48,264	282,740
Intergovernmental Revenue	1,181,568	2,232,341	1,963,910	68,335	1,965,890
Charges for Goods/Services	2,968,830	2,904,696	3,201,890	210,810	3,142,000
Fines and Penalties	85,070	78,453	92,550	2,877	72,920
Miscellaneous Revenue	281,387	143,345	113,250	26,862	116,470
<b>Total Revenues</b>	<b>13,726,434</b>	<b>14,952,979</b>	<b>15,123,340</b>	<b>1,047,938</b>	<b>14,848,500</b>
<b>Expenditures</b>					
<b>Administrative Services</b>					
Human Resources	259,988	259,811	287,870	41,295	297,400
Information Technology	811,857	279,243	385,020	28,339	372,810
Risk Management	95,234	115,849	128,060	40,620	133,370
<b>City Clerk+</b>	69,707	198,328	227,660	26,705	229,360
<b>City Council</b>	161,137	100,744	73,530	9,872	73,500
<b>City Manager</b>					
City Manager	429,282	385,264	423,670	39,121	420,240
Legal	315,307	286,726	345,870	(12,073)	345,320
Detentions/Corrections-Contract	331,015	314,238	430,740	93	425,610
<b>Community Dev, Parks, Facilities</b>					
Civic Center Activities	44,892	50,348	71,360	5,109	63,210
Community Development	551,607	547,944	615,210	84,692	610,260
Facility Services	516,129	524,991	671,120	54,267	675,960
Parks & Recreation	376,383	521,872	736,700	45,773	683,700
<b>Finance</b>	939,517	928,469	1,185,200	121,670	1,105,600
<b>Fire &amp; Emergency Services</b>	1,626,514	1,560,701	1,652,740	138,673	1,648,420
<b>Municipal Court</b>	498,380	528,267	595,060	54,046	608,680
<b>Non-Departmental</b>	1,019,695	3,892,467	3,127,940	45,026	2,974,860
<b>Police</b>	3,451,151	3,482,542	3,871,460	425,953	3,849,000
<b>Public Works</b>	671,052	699,932	856,220	92,541	859,470
<b>Total Expenditures</b>	<b>12,168,845</b>	<b>14,677,736</b>	<b>15,685,430</b>	<b>1,241,723</b>	<b>15,376,770</b>
+ City Clerk reflects all City Clerk expenses starting in 2021. Prior years included records, elections and code revision costs.					
Net Revenues less Expenditures	1,557,588	275,243	(562,090)	(193,785)	(528,270)
<b>Ending Fund Balance</b>	<b>4,853,568</b>	<b>5,128,810</b>	<b>4,566,720</b>	<b>4,935,025</b>	<b>4,600,540</b>
General Fund Reserves	4,853,568	5,128,810	4,566,720		4,600,540
based on same year actuals/budget	39.9%	34.9%	29.1%		29.9%

# January 2022 Monthly Financial Report

## City of Shelton, Washington

### General Fund Month-to-Month

	2020 thru January	2021 thru January	2022 thru January	2022 - 2021 Variance		% of Budget
Revenues						
Taxes:						
Property	8,102	56,158	19,002	(37,157)	-66.2%	0.7%
Sales & Use	259,722	274,132	269,272	(4,860)	-1.8%	8.0%
City Utility	42,158	97,454	124,784	27,330	28.0%	10.2%
Non-City Utility	127,886	125,920	141,003	15,083	12.0%	10.8%
Business & Occupation	125,707	120,602	132,196	11,594	9.6%	13.3%
Other	6,088	3,341	4,532	1,192	35.7%	11.2%
Licenses & Permits	41,086	37,438	48,264	10,826	28.9%	16.3%
Intergovernmental Revenue	69,822	72,830	68,335	(4,495)	-6.2%	3.5%
Charges for Goods/Services	205,363	178,607	210,810	32,203	18.0%	6.6%
Fines and Penalties	5,435	6,378	2,877	(3,501)	-54.9%	3.1%
Miscellaneous Revenue	24,993	17,462	26,862	9,399	53.8%	23.7%
Total Revenues	916,360	990,323	1,047,938	57,615	5.8%	6.9%
Expenditures						
Administrative Services						
Human Resources	27,700	27,009	41,295	14,286	52.9%	14.3%
Information Technology	23,601	29,911	28,339	(1,572)	-5.3%	7.4%
Risk Management	32,006	37,512	40,620	3,108	8.3%	31.7%
City Clerk+	3,187	20,048	26,705	6,657	33.2%	11.7%
City Council	21,731	16,752	9,872	(6,880)	-41.1%	13.4%
City Manager						
City Manager	44,648	54,921	39,121	(15,799)	-28.8%	9.2%
Legal	18,597	15,611	(12,073)	(27,684)	-177.3%	-3.5%
Detentions/Corrections-Contract	21,718	21,718	93	(21,625)	-99.6%	0.0%
Community Dev, Parks, Facilities						
Civic Center Activities	4,633	7,629	5,109	(2,520)	-33.0%	7.2%
Community Development	56,261	52,397	84,692	32,296	61.6%	13.8%
Facility Services	52,753	45,566	54,267	8,702	19.1%	8.1%
Parks & Recreation	32,515	41,176	45,773	4,597	11.2%	6.2%
Finance	99,264	174,678	121,670	(53,008)	-30.3%	10.3%
Fire & Emergency Services	132,784	128,032	138,673	10,640	8.3%	8.4%
Municipal Court	48,052	54,227	54,046	(181)	-0.3%	9.1%
Non-Departmental	46,583	1,756	45,026	43,270	2464.1%	1.4%
Police	337,374	375,448	425,953	50,505	13.5%	11.0%
Public Works	58,798	56,088	92,541	36,453	65.0%	10.8%
Total Expenditures	1,062,203	1,160,479	1,241,723	81,245	7.0%	7.9%

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

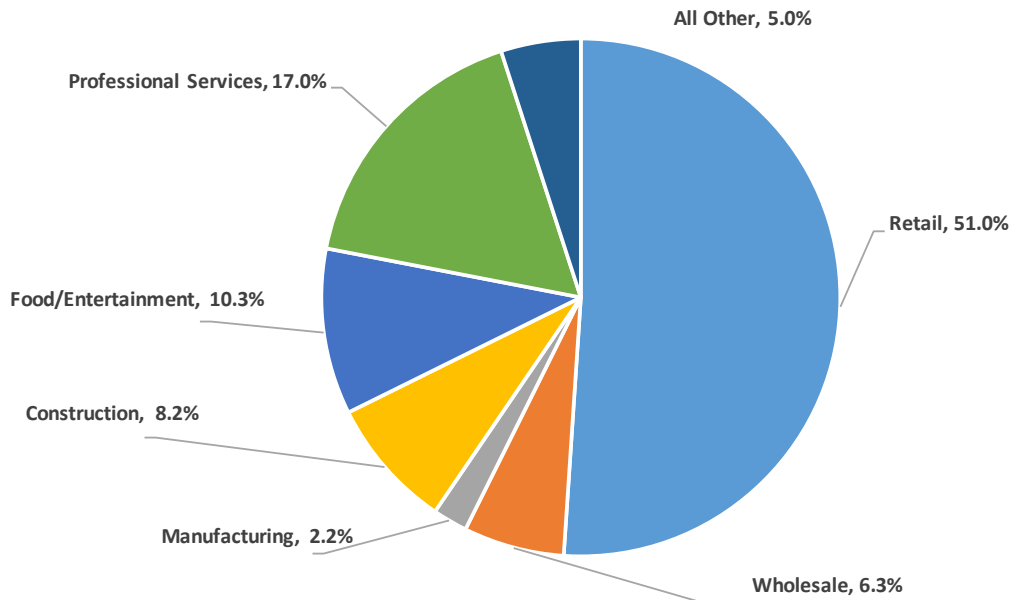
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through January which is 8.3% of the year.

# January 2022 Monthly Financial Report

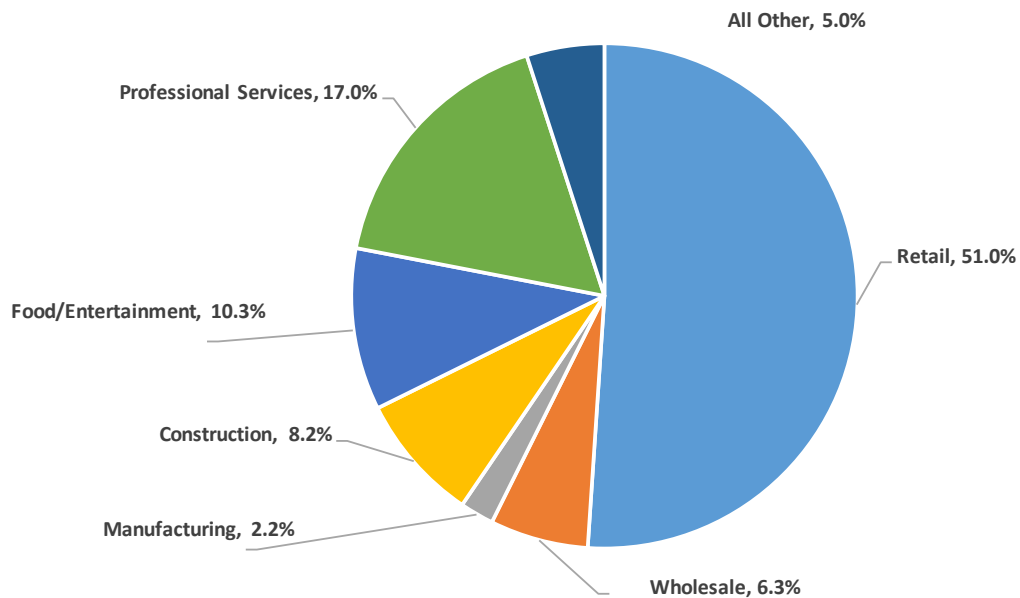
## City of Shelton, Washington

### Sales Tax Breakdown by Type

2022 thru January



January 2022



# January 2022 Monthly Financial Report

## City of Shelton, Washington

### Fund Balances

Fund	2022 Beginning Fund Balance	2022 Estimated Revenue	2022 Estimated Expenditure	2022 Estimated Fund Balance	\$ Change	% Change
<b>City-wide Fund Balances</b>						
General Fund	5,128,810	14,848,500	15,376,770	4,600,540	(528,270)	-10.3%
Street Fund	388,729	1,701,240	1,969,700	120,269	(268,460)	-69.1%
<b>Capital Resource Funds</b>						
Real Estate Excise Tax -1	356,027	75,240	46,830	384,437	28,410	
Real Estate Excise Tax -2	395,753	75,270	-	471,023	75,270	
Transport Benefit District	1,308,200	500,840	385,390	1,423,650	115,450	
Traffic Impact Fees	997,437	60,640	414,100	643,977	(353,460)	
General Resources	1,297,943	1,489,390	2,228,550	558,783	(739,160)	-56.9%
Tourism Fund	89,620	48,060	65,758	71,922	(17,698)	-19.7%
Bond Fund	7,618	177,300	177,300	7,618	-	0.0%
Capital Improvement Fund	907,064	3,033,800	2,770,800	1,170,064	263,000	29.0%
Water Fund	1,648,611	2,591,790	2,593,700	1,646,701	(1,910)	-0.1%
Water Capital Fund	1,146,128	2,564,500	2,564,500	1,146,128	-	
Sewer Fund	3,661,948	6,287,700	6,162,260	3,787,388	125,440	3.4%
Sewer Capital Fund	1,308,976	2,475,000	2,475,000	1,308,976	-	
Solid Waste Fund	1,015,514	600,800	1,286,540	329,774	(685,740)	-67.5%
Storm Drainage Fund	389,630	1,476,630	1,341,590	524,670	135,040	34.7%
Storm Drainage Capital Fund	25,871	245,000	245,000	25,871	-	
Payroll Benefits Fund	167,652	129,970	118,920	178,702	11,050	6.6%
Equipment Rental Fund	602,082	581,380	856,900	326,562	(275,520)	-45.8%
Firefighters Fund	479,800	8,610	81,800	406,610	(73,190)	-15.3%
Library Endowment Fund	122,098	530	-	122,628	530	0.4%
<b>City-wide Fund Totals</b>	<b>21,445,511</b>	<b>38,972,190</b>	<b>41,161,408</b>	<b>19,256,293</b>	<b>(2,189,218)</b>	<b>-10.2%</b>



# January 2022 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2022 Budget	2022 thru January	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>General Fund</b>					
Taxes	9,454,840	690,790	9,268,480	(186,360)	-2.0%
Licenses & Permits	296,900	48,264	282,740	(14,160)	-4.8%
Intergovernmental Revenue	1,963,910	68,335	1,965,890	1,980	0.1%
Charges for Goods/Services	3,201,890	210,810	3,142,000	(59,890)	-1.9%
Fines and Penalties	92,550	2,877	72,920	(19,630)	-21.2%
Miscellaneous Revenue	113,250	26,862	116,470	3,220	2.8%
<b>Total Revenues</b>	<b>15,123,340</b>	<b>1,047,938</b>	<b>14,848,500</b>	<b>(274,840)</b>	<b>-1.8%</b>
Wages	5,552,790	418,100	5,700,080	(147,290)	-2.7%
Benefits	2,296,930	162,029	2,021,690	275,240	12.0%
Professional Services	3,305,110	327,581	3,433,840	(128,730)	-3.9%
Transfers-Out	3,065,440	1,782	2,910,120	155,320	5.1%
Other	1,465,160	332,232	1,311,040	154,120	10.5%
<b>Total Expenditures</b>	<b>15,685,430</b>	<b>1,241,723</b>	<b>15,376,770</b>	<b>308,660</b>	<b>2.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(562,090)</b>	<b>(193,785)</b>	<b>(528,270)</b>	<b>33,820</b>	

<b>Street Fund</b>					
Taxes	675,000	54,815	657,780	(17,220)	-2.6%
Licenses & Permits	5,500	426	5,110	(390)	-7.1%
Intergovernmental Revenue	214,000	14,860	178,320	(35,680)	-16.7%
Charges for Goods/Services	56,120	4,593	55,120	(1,000)	-1.8%
Miscellaneous Revenue	1,500	17	200	(1,300)	-86.7%
Transfers In	804,710	-	804,710	-	0.0%
<b>Total Revenues</b>	<b>1,756,830</b>	<b>74,711</b>	<b>1,701,240</b>	<b>(55,590)</b>	<b>-3.2%</b>
Wages	327,370	31,297	410,110	(82,740)	-25.3%
Benefits	148,960	13,701	169,640	(20,680)	-13.9%
Professional Services	45,190	11,868	164,420	(119,230)	-263.8%
Transfers-Out	500,000	-	500,000	-	0.0%
Other	825,240	90,601	725,530	99,710	12.1%
<b>Total Expenditures</b>	<b>1,846,760</b>	<b>147,467</b>	<b>1,969,700</b>	<b>(122,940)</b>	<b>-6.7%</b>
<b>Net Revenues Less Expenditures</b>	<b>(89,930)</b>	<b>(72,755)</b>	<b>(268,460)</b>	<b>(178,530)</b>	

#### Street Fund Notes

Expenditures: 2021 chip seal payment made in 2022 = \$123K

<b>Capital Resources - Real Estate Excise Tax - 1 (REET-1)</b>					
Taxes	52,500	23,426	75,000	22,500	42.9%
Miscellaneous Revenue	-	20	240	240	
<b>Total Revenues</b>	<b>52,500</b>	<b>23,446</b>	<b>75,240</b>	<b>22,740</b>	<b>43.3%</b>
Transfers-Out	46,830	-	46,830	-	0.0%
<b>Total Expenditures</b>	<b>46,830</b>	<b>-</b>	<b>46,830</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>5,670</b>	<b>23,446</b>	<b>28,410</b>	<b>22,740</b>	

\*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# January 2022 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2022 Budget	2022 thru January	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Capital Resources - Real Estate Excise Tax - 2 (REET-2)</b>					
Taxes	52,500	23,426	75,000	22,500	42.9%
Miscellaneous Revenue	-	23	270	270	
<b>Total Revenues</b>	<b>52,500</b>	<b>23,448</b>	<b>75,270</b>	<b>22,770</b>	<b>43.4%</b>
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Revenues Less Expenditures</b>	<b>52,500</b>	<b>23,448</b>	<b>75,270</b>	<b>22,770</b>	

<b>Capital Resources -Transportation Benefit District (TBD)</b>					
Miscellaneous Revenue	-	70	840	840	
Transfers In	500,000	-	500,000	-	0.0%
<b>Total Revenues</b>	<b>500,000</b>	<b>70</b>	<b>500,840</b>	<b>840</b>	<b>0.2%</b>
Transfers-Out	385,390	-	385,390	-	0.0%
<b>Total Expenditures</b>	<b>385,390</b>	<b>-</b>	<b>385,390</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>114,610</b>	<b>70</b>	<b>115,450</b>	<b>840</b>	

<b>Capital Resources - Traffic Impact Fees (TIF)</b>					
Charges for Goods/Services	80,000	-	60,000	(20,000)	-25.0%
Miscellaneous Revenue	-	54	640	640	
<b>Total Revenues</b>	<b>80,000</b>	<b>54</b>	<b>60,640</b>	<b>(19,360)</b>	<b>-24.2%</b>
Transfers-Out	414,100	-	414,100	-	0.0%
<b>Total Expenditures</b>	<b>414,100</b>	<b>-</b>	<b>414,100</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(334,100)</b>	<b>54</b>	<b>(353,460)</b>	<b>(19,360)</b>	

<b>Capital Resources - General</b>					
Miscellaneous Revenue	-	65	780	780	
Transfers In	1,488,610	-	1,488,610	-	0.0%
<b>Total Revenues</b>	<b>1,488,610</b>	<b>65</b>	<b>1,489,390</b>	<b>780</b>	<b>0.1%</b>
Transfers-Out	2,139,500	-	2,139,500	-	0.0%
Other	-	89,049	89,050	(89,050)	
<b>Total Expenditures</b>	<b>2,139,500</b>	<b>89,049</b>	<b>2,228,550</b>	<b>(89,050)</b>	<b>-4.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>(650,890)</b>	<b>(88,984)</b>	<b>(739,160)</b>	<b>(88,270)</b>	

#### Capital Resources Fund - General Notes

Expenditures: Utility bill assistance paid with ARPA funds

*\*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.*

# January 2022 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

Fund	2022 Budget	2022 thru January	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Tourism Fund</b>					
Taxes	48,000	5,302	48,000	-	0.0%
Miscellaneous Revenue	100	5	60	(40)	-40.0%
<b>Total Revenues</b>	<b>48,100</b>	<b>5,307</b>	<b>48,060</b>	<b>(40)</b>	<b>-0.1%</b>
Professional Services	65,758	-	65,758	-	0.0%
<b>Total Expenditures</b>	<b>65,758</b>	<b>-</b>	<b>65,758</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(17,658)</b>	<b>5,307</b>	<b>(17,698)</b>	<b>(40)</b>	
<b>Bond Fund</b>					
Taxes	-	-	-	-	
Transfers In	177,300	-	177,300	-	0.0%
<b>Total Revenues</b>	<b>177,300</b>	<b>-</b>	<b>177,300</b>	<b>-</b>	<b>0.0%</b>
Other	177,300	-	177,300	-	0.0%
<b>Total Expenditures</b>	<b>177,300</b>	<b>-</b>	<b>177,300</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Capital Improvement Fund</b>					
Intergovernmental Revenue	1,774,310	-	1,774,310	-	0.0%
Charges for Goods/Services	59,000	-	59,000	-	0.0%
Transfers In	1,200,490	-	1,200,490	-	0.0%
<b>Total Revenues</b>	<b>3,033,800</b>	<b>-</b>	<b>3,033,800</b>	<b>-</b>	<b>0.0%</b>
Professional Services	-	1,683	20,190	(20,190)	
Transfers-Out	-	-	-	-	
Other	2,733,800	1,401	2,750,610	(16,810)	1.3%
<b>Total Expenditures</b>	<b>2,733,800</b>	<b>3,083</b>	<b>2,770,800</b>	<b>(37,000)</b>	<b>-1.4%</b>
<b>Net Revenues Less Expenditures</b>	<b>300,000</b>	<b>(3,083)</b>	<b>263,000</b>	<b>(37,000)</b>	
<b>Water Fund</b>					
Intergovernmental Revenue	-	-	-	-	
Charges for Goods/Services	2,596,210	274,073	2,553,600	(42,610)	-1.6%
Miscellaneous Revenue	46,100	1,349	38,190	(7,910)	-17.2%
<b>Total Revenues</b>	<b>2,642,310</b>	<b>275,422</b>	<b>2,591,790</b>	<b>(50,520)</b>	<b>-1.9%</b>
Wages	569,790	40,561	545,930	23,860	4.2%
Benefits	254,510	18,018	234,510	20,000	7.9%
Professional Services	103,940	3,127	116,380	(12,440)	-12.0%
Transfers-Out	-	-	-	-	
Other	1,692,520	122,596	1,696,880	(4,360)	-0.3%
<b>Total Expenditures</b>	<b>2,620,760</b>	<b>184,301</b>	<b>2,593,700</b>	<b>27,060</b>	<b>1.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>21,550</b>	<b>91,120</b>	<b>(1,910)</b>	<b>(23,460)</b>	
<b>Water Capital Fund</b>					
Intergovernmental Revenue	1,050,000	-	1,050,000	-	0.0%
Transfers In	1,514,500	-	1,514,500	-	0.0%
<b>Total Revenues</b>	<b>2,564,500</b>	<b>-</b>	<b>2,564,500</b>	<b>-</b>	<b>0.0%</b>
Other	2,564,500	-	2,564,500	-	0.0%
<b>Total Expenditures</b>	<b>2,564,500</b>	<b>-</b>	<b>2,564,500</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

\*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# January 2022 Monthly Financial Report

## City of Shelton, Washington

Fund	2022 Budget	2022 thru January	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Sewer Fund</b>					
Intergovernmental Revenue	-	-	-	-	
Charges for Goods/Services	6,234,660	735,563	6,154,700	(79,960)	-1.3%
Miscellaneous Revenue	133,000	2,659	133,000	-	0.0%
<b>Total Revenues</b>	<b>6,367,660</b>	<b>738,222</b>	<b>6,287,700</b>	<b>(79,960)</b>	<b>-1.3%</b>
Wages	748,460	46,057	725,840	22,620	3.0%
Benefits	322,190	21,566	282,800	39,390	12.2%
Professional Services	339,000	11,501	340,030	(1,030)	-0.3%
Transfers-Out	25,000	-	25,000	-	0.0%
Other	4,800,050	264,308	4,788,590	11,460	0.2%
<b>Total Expenditures</b>	<b>6,234,700</b>	<b>343,431</b>	<b>6,162,260</b>	<b>72,440</b>	<b>1.2%</b>
<b>Net Revenues Less Expenditures</b>	<b>132,960</b>	<b>394,791</b>	<b>125,440</b>	<b>(7,520)</b>	
<b>Sewer Capital Fund</b>					
Intergovernmental Revenue	2,050,000	-	2,050,000	-	0.0%
Transfers In	425,000	-	425,000	-	0.0%
<b>Total Revenues</b>	<b>2,475,000</b>	<b>-</b>	<b>2,475,000</b>	<b>-</b>	<b>0.0%</b>
Other	2,475,000	-	2,475,000	-	0.0%
<b>Total Expenditures</b>	<b>2,475,000</b>	<b>-</b>	<b>2,475,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Solid Waste Fund</b>					
Intergovernmental Revenue	600,000	3,558	600,000	-	0.0%
Miscellaneous Revenue	-	66	800	800	
<b>Total Revenues</b>	<b>600,000</b>	<b>3,624</b>	<b>600,800</b>	<b>800</b>	<b>0.1%</b>
Professional Services	300,000	-	300,000	-	0.0%
Other	986,540	-	986,540	-	0.0%
<b>Total Expenditures</b>	<b>1,286,540</b>	<b>-</b>	<b>1,286,540</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>(686,540)</b>	<b>3,624</b>	<b>(685,740)</b>	<b>800</b>	
<b>Storm Drainage Fund</b>					
Intergovernmental Revenue	25,000	-	-	(25,000)	-100.0%
Charges for Goods/Services	1,537,340	140,570	1,476,340	(61,000)	-4.0%
Miscellaneous Revenue	500	24	290	(210)	-42.0%
<b>Total Revenues</b>	<b>1,562,840</b>	<b>140,594</b>	<b>1,476,630</b>	<b>(86,210)</b>	<b>-5.5%</b>
Wages	488,670	38,274	486,840	1,830	0.4%
Benefits	209,390	15,385	190,840	18,550	8.9%
Professional Services	93,230	1,024	94,130	(900)	-1.0%
Transfers-Out	20,000	-	20,000	-	0.0%
Other	583,810	51,298	549,780	34,030	5.8%
<b>Total Expenditures</b>	<b>1,395,100</b>	<b>105,981</b>	<b>1,341,590</b>	<b>53,510</b>	<b>3.8%</b>
<b>Net Revenues Less Expenditures</b>	<b>167,740</b>	<b>34,613</b>	<b>135,040</b>	<b>(32,700)</b>	
<b>Storm Drainage Capital Fund</b>					
Transfers In	245,000	-	245,000	-	0.0%
<b>Total Revenues</b>	<b>245,000</b>	<b>-</b>	<b>245,000</b>	<b>-</b>	<b>0.0%</b>
Other	245,000	-	245,000	-	0.0%
<b>Total Expenditures</b>	<b>245,000</b>	<b>-</b>	<b>245,000</b>	<b>-</b>	<b>0.0%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	

\*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

# January 2022 Monthly Financial Report

## City of Shelton, Washington

Fund	2022 Budget	2022 thru January	2022 Est Actual*	Variance Favorable (Unfavorable)	% Variance Favorable (Unfavorable)
<b>Payroll Benefits Fund</b>					
Charges for Goods/Services	40,000	3,713	44,560	4,560	11.4%
Miscellaneous Revenue	350	7	80	(270)	-77.1%
Transfers In	160,650	1,782	85,330	(75,320)	-46.9%
<b>Total Revenues</b>	<b>201,000</b>	<b>5,502</b>	<b>129,970</b>	<b>(71,030)</b>	<b>-35.3%</b>
Benefits	201,000	7,376	118,920	82,080	40.8%
<b>Total Expenditures</b>	<b>201,000</b>	<b>7,376</b>	<b>118,920</b>	<b>82,080</b>	<b>40.8%</b>
<b>Net Revenues Less Expenditures</b>	<b>-</b>	<b>(1,874)</b>	<b>11,050</b>	<b>11,050</b>	

### Payroll Benefits Fund Notes

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

<b>Equipment Maint &amp; Rental Fund</b>					
Intergovernmental Revenue	-	-	-	-	
Charges for Goods/Services	578,000	51,210	581,180	3,180	0.6%
Miscellaneous Revenue	5,000	16	200	(4,800)	-96.0%
<b>Total Revenues</b>	<b>583,000</b>	<b>51,227</b>	<b>581,380</b>	<b>(1,620)</b>	<b>-0.3%</b>
Wages	95,210	7,892	100,390	(5,180)	-5.4%
Benefits	47,350	3,846	47,560	(210)	-0.4%
Professional Services	8,670	-	8,670	-	0.0%
Other	713,840	32,646	700,280	13,560	1.9%
<b>Total Expenditures</b>	<b>865,070</b>	<b>44,384</b>	<b>856,900</b>	<b>8,170</b>	<b>0.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>(282,070)</b>	<b>6,843</b>	<b>(275,520)</b>	<b>6,550</b>	

<b>Firefighter's Pension Fund</b>					
Taxes	100	-	-	(100)	-100.0%
Intergovernmental Revenue	11,000	-	8,300	(2,700)	-24.5%
Miscellaneous Revenue	1,000	26	310	(690)	-69.0%
Transfers In	80,000	-	-	(80,000)	-100.0%
<b>Total Revenues</b>	<b>92,100</b>	<b>26</b>	<b>8,610</b>	<b>(83,490)</b>	<b>-90.7%</b>
Benefits	97,100	4,564	81,800	15,300	15.8%
Professional Services	5,000	-	-	5,000	100.0%
<b>Total Expenditures</b>	<b>102,100</b>	<b>4,564</b>	<b>81,800</b>	<b>20,300</b>	<b>19.9%</b>
<b>Net Revenues Less Expenditures</b>	<b>(10,000)</b>	<b>(4,538)</b>	<b>(73,190)</b>	<b>(63,190)</b>	

### Firefighters Pension Fund Notes

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

<b>Library Endowment Fund</b>					
Miscellaneous Revenue	1,600	1	530	(1,070)	-66.9%
<b>Total Revenues</b>	<b>1,600</b>	<b>1</b>	<b>530</b>	<b>(1,070)</b>	<b>-66.9%</b>
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>Net Revenues Less Expenditures</b>	<b>1,600</b>	<b>1</b>	<b>530</b>	<b>(1,070)</b>	

\*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.





## Connecting people, places, and ideas



Congratulations on your recent move! As a Mason County resident, you can sign up (online or in-person) for a free Timberland Regional Library card, opening the doors to a vibrant world of possibilities!

The TRL collection includes books, eBooks, CDs, DVDs, eAudiobooks, eMagazines, Library of Things, Assistive Devices (WATAP), Zines, Birding Backpacks, online resources, and much more!

During COVID our in-person services reflect the current guidelines, please check with your location before your visit at **TRL.org/plan**.

*Don't delay, start using your  
online library card today!*

Sign up online at **TRL.org/how/get-library-card**

- **Online eCard:** eBooks, eAudiobooks, eMagazines, Stream Movies, and online resources/databases



Timberland Regional **LIBRARY**

• **TRL.org**

## TRL Activities & Resources

Access these resources and more!



**Learn, Play, Grow:** Weekly live, interactive virtual classes focus on songs, rhymes, movements, and stories. Each program is led by talented library staff.

**Grab Bags:** Library staff will put together a Library Grab Bag of materials we think you'll love! Request online at [TRL.org/grab-bag](http://TRL.org/grab-bag)

**Anywhere Book Club:** Read, listen, or watch with no waiting on selected titles. Titles change monthly. Variety of levels available.

**Virtual Online Events:** Programs moved from in-person to online. Check out our calendar for upcoming programs and register for zoom invites. [events.TRL.org](http://events.TRL.org)

**Take & Make Activity Bag:** Enjoy a craft, with supplies and directions, to complete at home. Variety of ages and available at selected locations, while supplies last.

**Summer Library Program:** June 1 - August 31 Programs and activities for the whole family. Complete the reading log to earn a prize!



**OverDrive:** Offers a wide range of ebooks, audiobooks and digital magazines in all genres and works with almost any device

**Libby:** Download the app on Google Play or Apple App to borrow ebooks and audiobooks powered by OverDrive

**Kanopy:** Stream over 30,000 indie and classic films

**Consumer Reports:** Magazine website with buying guides, reviews, and user ratings

**Creativebug:** Art & craft video classes taught by design experts and artists

**Lynda.com:** Online classes with topics on software, technology, creative, and business skills

**MyTRL:** Special student digital account allow students to login to TRL all without needing a physical card

**Worksource:** Partnership helping job seekers, entrepreneurs and small business owners

## Plan your visit!

Services will vary by location, check with your library or [TRL.org/plan](http://TRL.org/plan)



### Mason County Locations

TRL library card gives you access to these locations and an additional twenty-four locations in Grays Harbor, Lewis, Mason, and Pacific Counties. For complete list of locations, visit [TRL.org/locations](http://TRL.org/locations)

**Hoodspoint Timberland Library**  
40 N Schoolhouse Hill Road;  
360.877.9339

**North Mason Timberland Library (Belfair)**  
23081 NE State Rt 3  
360.275.3232

**Shelton Timberland Library William G. Reed Public Library**  
710 W Alder Street  
360.426.1362

### Events Calendar

Bookmark our online event calendar for free upcoming programs at [events.TRL.org](http://events.TRL.org)

### Bookdrops

As a convenience to you, most checked out items can be returned to any TRL bookdrop. *A few specific marked items need to be returned to the location on the item.*

### Social Media

Follow our district news on Facebook, Twitter, Instagram and YouTube.

Individual branches are also on social media, *varies by location.*





## Conectando personas, lugares e ideas

¡Felicidades por tu reciente mudanza! Como residente del condado Mason, ¡puedes inscribirte (en línea o en persona) para obtener una tarjeta gratuita de Timberland Regional Library que te abre las puertas a un vibrante mundo de posibilidades!

La colección TRL incluye libros, eBooks, CDs, DVDs, eAudiobooks, eMagazines, Biblioteca de las Cosas, Dispositivos Asistidos (WATAP), Zines, Birding Backpacks, recursos en línea, ¡y mucho más!

Como nuestros servicios en persona cumplen con las instrucciones actuales de seguridad durante la pandemia de la COVID, consulta con tu biblioteca antes de tu visita en la página web **TRL.org/plan**.

*¡No demores, comienza a usar tu tarjeta de biblioteca en línea hoy mismo!*

Inscríbete en línea en **TRL.org/how/get-library-card**

- **Tarjeta electrónica en línea:** libros electrónicos, eAudiobooks, eMagazines, películas en transmisión directa y recursos/bases de datos en línea

Timberland Regional **LIBRARY**

• **TRL.org**



## Actividades y recursos de TRL

¡Accede a estos recursos y mucho más!



**Learn, Play, Grow:** Clases virtuales interactivas semanales en vivo enfocadas en canciones, rimas, movimientos y cuentos. Cada programa está dirigido por personal talentoso de la biblioteca.

**Bolsas con materiales para llevar:** El personal de la Biblioteca preparará una Bolsa para llevar de la Biblioteca con materiales que pensamos serán de tu agrado! Pídelas en el sitio web [TRL.org/grab-bag](http://TRL.org/grab-bag)

**Anywhere Book Club:** Lee, escucha o mira a los títulos seleccionados sin necesidad de esperar. Los títulos cambian mensualmente. Variedad de niveles disponible.

**Eventos virtuales en línea:** Nuestros programas pasaron de la opción presencial a la de distancia y en línea. Echa un vistazo a nuestro calendario para ver los próximos programas e insíbete para recibir invitaciones y eventos por Zoom. [events.TRL.org](http://events.TRL.org)

**Bolsa Take & Make Activity Bag:** Disfruta de las artes manuales, con suministros e instrucciones para realizar en casa. Para varias edades y disponibles en lugares seleccionados, mientras duren los suministros.

**Programa de Verano:** 1 de junio - 31 de agosto. Programas y actividades para toda la familia. ¡Llena el registro de lectura para ganar un premio!



**OverDrive:** Ofrece una amplia gama de libros electrónicos y audiolibros en todos los géneros y funciona con casi cualquier dispositivo

**Libby:** Descarga la aplicación en Google Play o Apple App para pedir prestados libros electrónicos y audiolibros con tecnología OverDrive

**Kanopy:** Puedes ver en directo más de 30.000 películas independientes y clásicas

**RB Digital:** Con más de 3.000 revistas digitales sobre una amplia gama de intereses

**Creativebug:** Clases en video de artes y manualidades impartidas por expertos en diseño y artistas visuales

**Lynda.com:** Clases en línea con temas sobre software, tecnología, habilidades creativas y empresariales

**MyTRL:** La cuenta digital especial para estudiantes les permite iniciar una sesión en TRL sin necesidad de la tarjeta física

**Worksource:** Alianza que ayuda a solicitantes de empleo, empresarios y propietarios de pequeñas empresas

## ¡Planifica tu visita!

Como los servicios variarán según el lugar, consulta con tu biblioteca o visita la página web [TRL.org/plan](http://TRL.org/plan)



### Condado de Mason

La tarjeta de biblioteca TRL te da acceso a estas bibliotecas y a veinticuatro más en los condados Grays Harbor, Lewis, Mason y Pacific. Para obtener una lista completa de las bibliotecas, visit [TRL.org/locations](http://TRL.org/locations)

**Hoodsport Timberland Library**  
40 N Schoolhouse Hill Road;  
360.877.9339

**North Mason Timberland Library (Belfair)**  
23081 NE State Rt 3  
360.275.3232

**Shelton Timberland Library**  
**William G. Reed Public Library**  
710 W Alder Street  
360.426.1362

### Calendario de Eventos

Marca nuestro calendario de eventos en línea para que participes en próximos programas y eventos gratuitos. [events.TRL.org](http://events.TRL.org)

### Devolución de libros

Para tu comodidad, la mayoría de los artículos prestados se pueden devolver en cualquier depósito de libros TRL.

*Algunos artículos considerados como específicos se deben devolver a la biblioteca original que los prestó.*

### Redes sociales

Sigue las noticias de nuestro distrito en Facebook, Twitter, Instagram y YouTube.

Las ramas individuales también están en las redes sociales, varía según la ubicación.



**CITY OF SHELTON  
COUNCIL BRIEFING REQUEST  
(Agenda Item F1)**

Touch Date: 03/08/2022  
Brief Date: 03/15/2022  
Action Date: 04/05/2022

Department: Community Development  
Presented By: Mark Ziegler

**APPROVED FOR COUNCIL PACKET:**

Action Requested:

**ROUTE TO:**

**REVIEWED:**

PROGRAM/PROJECT TITLE:  
MACECOM Facilities Lease

☐ Ordinance

☒ Dept. Head

☐ Finance Director

ATTACHMENTS:  
Lease and Attachment A

☐ Resolution

☒ Attorney

☒ Motion

☒ City Clerk

☒ Other

☒ City Manager

**DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:**

The City of Shelton leases 2,472 square feet of space in the Shelton Civic Center to MACECOM for use as the operations center. The lease was originally executed in 2009 and renews every three years. The lease was edited to meet current liability and risk management requirements and to identify appropriate costs incurred by the City.

The lease term is through December 31, 2024 and allows for extension with approval by both entities

**ANALYSIS/OPTIONS/ALTERNATIVES:**

N/A

**BUDGET/FISCAL INFORMATION:**

N/A

**PUBLIC INFORMATION REQUIREMENTS:**

N/A

**STAFF RECOMMENDATION/MOTION:**

"I move to place the MACECOM Facilities Lease on the April 5, 2022 City Council action agenda".

### MACECOM Facilities Lease

THIS LEASE AGREEMENT, hereinafter referred to as "Agreement," is made and entered into by and between the City of Shelton, a municipal corporation hereinafter called "Landlord" and MACECOM (Mason County Emergency Communications), hereinafter called "Tenant."

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. Leased Property. Landlord hereby leases to Tenant 2,472 square feet of space located in the City of Shelton Civic Center building, 525 W. Cota Street, Shelton, Washington, 98584 for the purpose of MACECOM operations.

2. Rent. The Tenant shall pay Landlord, as rent, \$993.82 per month in base rent ("Rent") in 2022. The Rent shall increase by three percent (3%) annually for the term of this agreement. 2023 Rent will be \$1,023.63 and 2024 Rent will be \$1,054.34. Additional rates of \$3,3997.66 per month will also be paid as described in Paragraph 4 of this Agreement.

Rent shall be payable monthly by the 1<sup>st</sup> day of each month. Additional Rates, calculated on a yearly basis, shall be payable in monthly installments by the 1<sup>st</sup> day of each month. MACECOM shall pay to the City no later than May 1, 2022, a lump sum of \$17,565.92 for January 1, 2022 through April 30 30, 2022.

3. Term. This Agreement shall be effective from January 1, 2022 to December 31, 2024 unless terminated by either Party. The Parties shall have the right to extend this Agreement for additional terms ("Renewal Term") by mutual agreement. Each Renewal Term shall be on the same terms and conditions as set forth herein unless the Parties mutually agree otherwise.

4. Additional Rates. Landlord shall furnish to Tenant utilities (water, sewer, and solid waste collection), electrical power, electrical backup power, information technology and communications infrastructure (such as phone lines and Internet access), parking for personnel, and maintenance and custodial services. (hereinafter "Additional Rates."). Additional Rates shall be charged as set forth on **Attachment A** to this Agreement. The Landlord may adjust the Additional Rates on January 1<sup>st</sup> of each year to cover increased costs to the Landlord. The prior year's monthly Additional Rates will be paid during the current contract year until the new rates are established. Any adjustment made to the Additional Rates will be back billed or credited for those months at the time the new rates are set.

5. Maintenance and inspections. Landlord shall, unless herein specified to the contrary, maintain the premises in compliance with all applicable building codes and regulations, in good repair and tenantable condition during the continuance of this Agreement, except in case of damage arising from the negligence or intentional acts of the Tenant or Tenant's employees, which damage shall be repaired at the Tenant's expense. For the purpose of so maintaining the premises, the Landlord reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs to the building. For the purpose of maintenance and custodial services, the Leased Property shall have equivalent priority as it would have had if it were being used for the Landlord's operations.

6. Tenant Improvements. The Tenant may not structurally alter, improve, add to, or physically modify the premises in any fashion without the prior written consent of the Landlord. Should the Tenant desire that any tenant improvements be made to the premises, the Tenant shall make a written request to the

Landlord. If the tenant improvement is acceptable to the Landlord, the Landlord may install the improvement, subject to any procurement, public bidding, or prevailing wages laws that may apply. The Tenant shall compensate the Landlord for the costs of the improvements. Following termination of the Lease, all tenant improvements shall become the property of the Landlord.

7. Default. Should the Tenant default on this Agreement by failing to pay base rent, Additional Rates, or for the cost of tenant improvements, the Landlord may terminate the Agreement after giving thirty (30) days written notice to the Tenant. Provided, however, that the Tenant may avoid termination by paying all past-due amounts within thirty (30) days of receiving the termination notice.

8. Notice of defects in Property. The Tenant shall give the Landlord prompt notice of any defects or dangerous conditions in the premises that require non-routine custodial or maintenance services.

9. Insurance.

**Indemnification / Hold Harmless**

Lessee shall defend, indemnify, and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Lessee's use of Premises, or from the conduct of Lessee's business, or from any activity, work or thing done, permitted, or suffered by Lessee in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City. It is further specifically and expressly understood that the indemnification provided herein constitutes the Lessee's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated and agreed to by the Lessee and City. The provisions of this section shall survive the expiration or termination of this Lease.

**A. Insurance Term**

The Lessee shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Lessee's operation and use of the leased Premises.

**B. No Limitation**

The Lessee's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Lessee to the coverage provided by such insurance, or otherwise limit the ~~City's's~~City's recourse to any remedy available at law or in equity.

**C. Minimum Scope of Insurance**

The Lessee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Tenant's membership in Washington Cities Insurance Authority, a self-insured municipal risk pool, satisfies this requirement.
2. Property insurance shall be written on an ~~all-risk~~all-risk basis.

**A. Minimum Amounts of Insurance**

The Lessee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
2. Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

**B. Other Insurance Provisions**

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

**C. Acceptability of Insurers**

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

**D. Verification of Coverage**

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

**E. Waiver of Subrogation**

Lessee and City hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. This release shall apply only to the extent that such claim, ~~loss~~loss, or liability is covered by insurance.

**F. City's Property Insurance**

City shall purchase and maintain during the term of the lease all-risk property insurance covering the Building for its full replacement value without any coinsurance provisions.

**G. Notice of Cancellation**

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

**H. Failure to Maintain Insurance**

Failure on the part of the Lessee to maintain the insurance as required shall constitute a material breach of lease, upon which the City may, after giving five business days notice to the Lessee to correct the breach, terminate the Lease or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand.

**I. City Full Availability of Lessee Limits**

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

10. This Agreement may not be assigned.

11. This Agreement shall be construed in accordance with the laws of the State of Washington.

12. All notices, requests, demands and communications hereunder shall be communicated to the following representatives as follows:

City of Shelton  
Attn: Community Development  
Director  
525 W. Cota Street  
Shelton, WA 98584  
Phone: 360.432.5119

For City of Shelton:

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

\_\_\_\_\_  
Mayor

MACECOM  
Attn: Director of MACECOM

P. O. Box 209  
Shelton, WA 98584  
Phone: 360.432.5140

For MACECOM:

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

\_\_\_\_\_

\_\_\_\_\_

**Attachment A**  
**Additional Rates**  
**MACECOM Facilities Lease**  
**2022-2024**

**Utility Costs:** **\$1,259.49/month**

Billed at previous year actual cost

Formula:       % of floor space weighted by hours used. 24 hours/7 days per week  
                  MACECOM sq. ft – 2,472 -- 7.7%  
                  Civic Center sq. ft. – 31,813  
                  2021 utility costs - \$65,428.04/12 months x .077 x 3(24hrs)

**Minor building maintenance and custodial services:** **\$2,294.43/month**

Billed at previous year actual staff hours and current year indirect staff costs

Formula:       Number of hours spent cleaning/minor building maintenance and cleaned floor space  
                  2021 Custodial hours – 331 x average custodial hourly rate  
                  2021 Maintenance hours- 130 x average maint. worker and facilities hourly rate

**Supplies** **\$198.23/month**

Billed at previous year actual costs.

Formula:       % of floor space weighted by hours used. 24 hrs/7 days per week  
                  2021 costs - \$10,297.41/12 months x .077 x 3(24hrs)

**Communications:** **\$116.12/month**

Billed at previous year actual costs

Formula:       % of telephone costs expensed to Facilities  
                  2021 communications costs - \$18,095.90 / 12 x .077

**Uninterrupted power supply and generator costs at Civic Center:**

Monthly maintenance: 2 hours x 71% of maintenance worker rate = **\$84.67/month**

Repairs/fuel and unscheduled maintenance at 71% of actual costs, invoiced separately as costs are incurred

**Generator costs at 827 S 15<sup>th</sup> Street:**

**\$44.72/month**

Formula: regular maintenance 45 minutes monthly @ maintenance worker rate

Repairs/fuel and unscheduled maintenance at 100% of actual costs, invoiced separately as costs are incurred

**TOTAL**

**\$3,997.66/month**





## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F2)

Touch Date: 03/08/2022  
Brief Date: 03/15/2022  
Action Date: 04/05/2022

Department: Community Development  
Presented By: Mark Ziegler

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

Accepting proposed annexation for  
Peacock Ridge Area

☐

Ordinance

☒ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

#### ATTACHMENTS:

Resolution No. 1229-0222  
Petition, parcel maps, and legal  
descriptions

☒

Resolution

☒

Motion

☐

Other

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City of Shelton is in receipt of a notice of intent to petition for annexation of four parcels located in the Shelton Urban Growth Area, east of Olympic College. The annexation area is comprised of two ownerships, Green Diamond Resource Company's 240 acres and JPS Properties LLC's 39.09 acres.

The annexation area is located within the Shelton Urban Growth Area (UGA) and is pre-zoned as Neighborhood Residential (NR) as recognized in the City's Comprehensive Plan Future Land Use Map.

Pursuant to RCW 35A.14.120 the applicants intend to petition the City for annexation utilizing the 60% method by providing a petition with signatures of at least 60% of the assessed valuation of the annexation area if Council approves the initiation of annexation by adopting Resolution No. 1229-0222.

After the petition is received the next steps include:

- The County assessor will determine sufficiency of the 60% petition
- Formal public notice and subsequent public hearing
- Council consideration of an ordinance for approval or denial of the annexation of all or any portion of the proposed area only included in the petition
- Annexation is effective on the date of the ordinance

### ANALYSIS/OPTIONS/ALTERNATIVES:

During this process the Council may accept, reject, or geographically modify the proposed annexation and requirement of assumption of any existing City indebtedness.

### BUDGET/FISCAL INFORMATION:

N/A

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1229-0222 on the City Council Action Agenda for April 5, 2022".

**RESOLUTION NO. 1229-0222**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHELTON, WASHINGTON, ACCEPTING A  
PROPOSED ANNEXATION FOR THE PEACOCK RIDGE AREA PURSUANT TO RCW 35A.14.120**

**WHEREAS**, the Shelton City Council adopted Ordinance No. 1915-1217 adopting the 2017 Comprehensive Plan that sets planning goals, policies and implementation strategies for the City and Shelton Urban Growth Area (UGA) pursuant to Chapter 36.70A RCW; and

**WHEREAS**, the City received a notice of intent, signed by 100% of the owners of the Peacock Ridge area ("Annexation Area"), signifying their intention to commence annexation proceedings pursuant to RCW 35A.14.120; and

**WHEREAS**, the Annexation Area is contiguous to the present corporate limits of the City of Shelton and is in the City of Shelton Urban Growth Area; and

**WHEREAS**, Ordinance No. 1915-1217, which adopted land use and zoning designations for the UGA, designated the Annexation Area in the City's Comprehensive Plan as NR (Neighborhood Residential) and on the City's Official Zoning Map as NR (Neighborhood Residential).

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton

SECTION 1. The Council accepts the initiation of annexation proceedings pursuant to RCW 35A.14.120 for the Annexation Area, which is described in Exhibits A and B and subject to the provisions of section 2-3 below. The property owners are authorized to circulate and submit an annexation petition bearing signatures of the owners of at least 60% of the assessed valuation of the Annexation Area. Upon receipt of a sufficient annexation petition, the City Council shall set a public hearing to consider whether to annex the area.

SECTION 2. The Annexation Area, if annexed, shall be required to assume and be subject to the existing indebtedness of the City of Shelton at the time of the effective date of such annexation.

SECTION 3. The Annexation Area, if annexed, shall be designated as set forth in the City's Comprehensive Plan and on the City's Zoning Map as Neighborhood Residential.

Passed by the City Council at its regular meeting held on the 5th day of April 2022.

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Eric Onisko, Mayor

ATTEST:

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City Clerk Nault

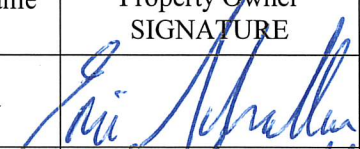
# NOTICE OF INTENT TO PETITION FOR ANNEXATION 60 PERCENT METHOD

CITY OF Shelton , Washington

TO: City of Shelton City Council:

The undersigned, being the owners of not less than 10 percent (10%) in value, according to the assessed valuation of general taxation of the property for which annexation is sought, hereby notify the City Council of the City of Shelton of our intentions to commence annexation proceedings to the City of Shelton of the following described property. In accordance with RCW 35A.14.120 we hereby further request of the City Council to set a date, within sixty (60) days following the City's receipt of this notice, for a meeting with the undersigned parties to determine whether the City of Shelton will accept the proposed annexation, whether it shall require the simultaneous adoption of zoning regulations, and whether it shall require the assumption of existing City indebtedness by the area to be annexed. The property in question lies contiguous to the present corporate limits of the City of Shelton, and said property is situated in Mason County, Washington, and is legally described as follows (attach separate sheet). We, the undersigned, are owners of real property lying outside of the city limits of the City of Shelton, Washington, but contiguous thereto and designated as part of the City of Shelton's Urban Growth Area. A legal descriptions and map of this area are attached to this notice.

It is acknowledged that this petition may consist of a group of pages containing identical text material and it is intended by the signers of this Notice of Intent that they be presented and considered as one Notice of Intent.

Property Owner Name (PLEASE PRINT)	Property Owner SIGNATURE	Street Address	Parcel Number	Date Signed
Green Diamond Resource Company		215 North Third Street Shelton, WA 98584	320083000000	1-3-22
Green Diamond Resource Company		215 North Third Street Shelton, WA 98584	320172000010	1-3-22
Green Diamond Resource Company		215 North Third Street Shelton, WA 98584	320181000000	1-3-22
JPS PROPERTIES LLC,		280 SE Binns Swiger Loop Rd. Shelton WA 98584	320181200000	

# NOTICE OF INTENT TO PETITION FOR ANNEXATION 60 PERCENT METHOD

CITY OF Shelton , Washington

TO: City of Shelton City Council:

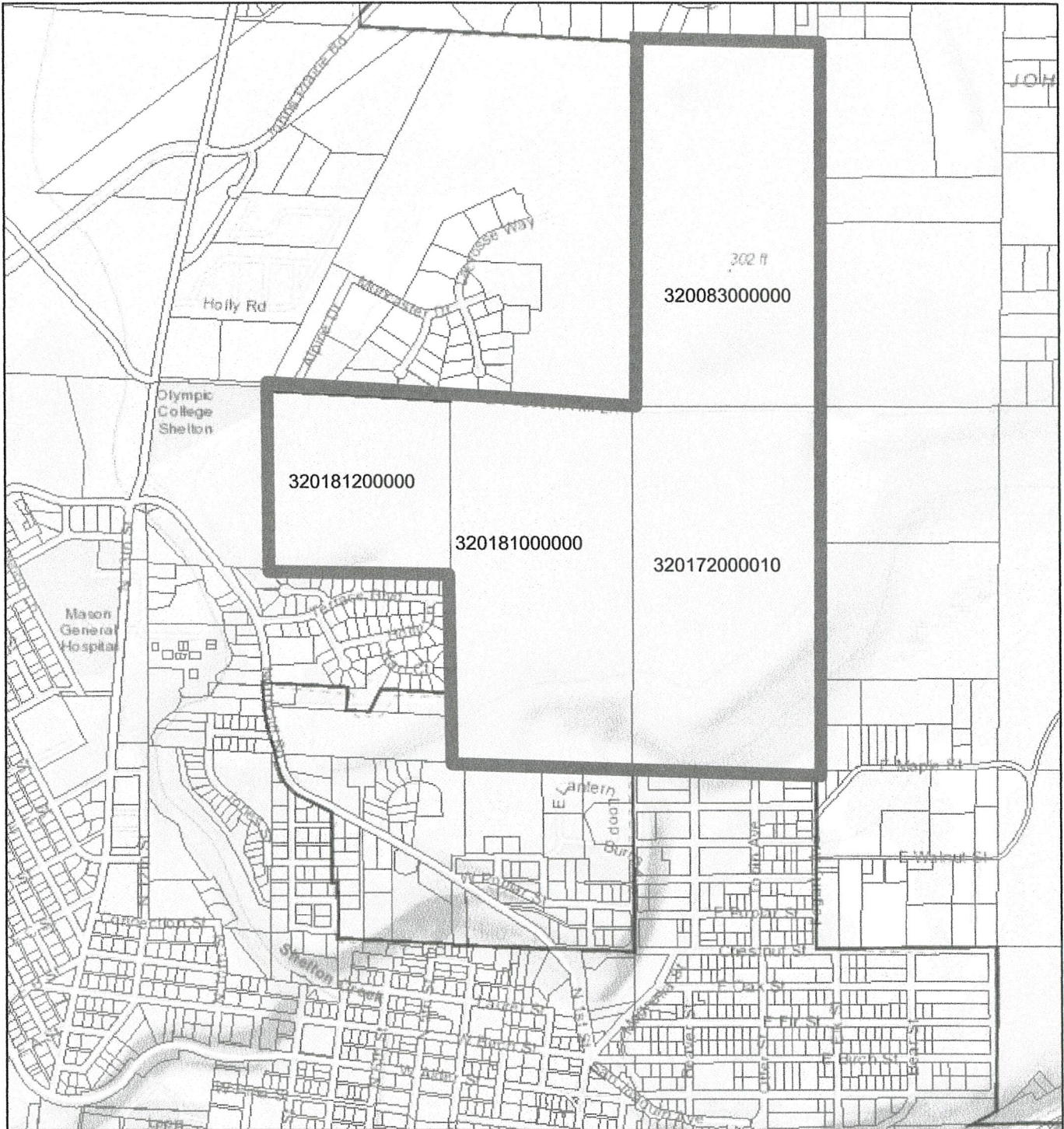
The undersigned, being the owners of not less than 10 percent (10%) in value, according to the assessed valuation of general taxation of the property for which annexation is sought, hereby notify the City Council of the City of Shelton of our intentions to commence annexation proceedings to the City of Shelton of the following described property. In accordance with RCW 35A.14.120 we hereby further request of the City Council to set a date, within sixty (60) days following the City's receipt of this notice, for a meeting with the undersigned parties to determine whether the City of Shelton will accept the proposed annexation, whether it shall require the simultaneous adoption of zoning regulations, and whether it shall require the assumption of existing City indebtedness by the area to be annexed. The property in question lies contiguous to the present corporate limits of the City of Shelton, and said property is situated in Mason County, Washington, and is legally described as follows (attach separate sheet). We, the undersigned, are owners of real property lying outside of the city limits of the City of Shelton, Washington, but contiguous thereto and designated as part of the City of Shelton's Urban Growth Area. A legal descriptions and map of this area are attached to this notice.

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Green Diamond Resource Company		215 North Third Street Shelton, WA 98584	320172000010	
Green Diamond Resource Company		215 North Third Street Shelton, WA 98584	320181000000	
JPS PROPERTIES LLC,	<i>JoAnn Melle</i>	280 SE Binns Swiger Loop Rd. Shelton WA 98584	320181200000	1-3-22



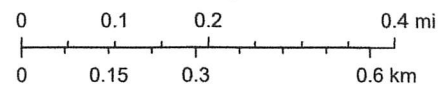
# Proposed Annexed Parcels



11/19/2021, 11:03:57 AM

1:12,284

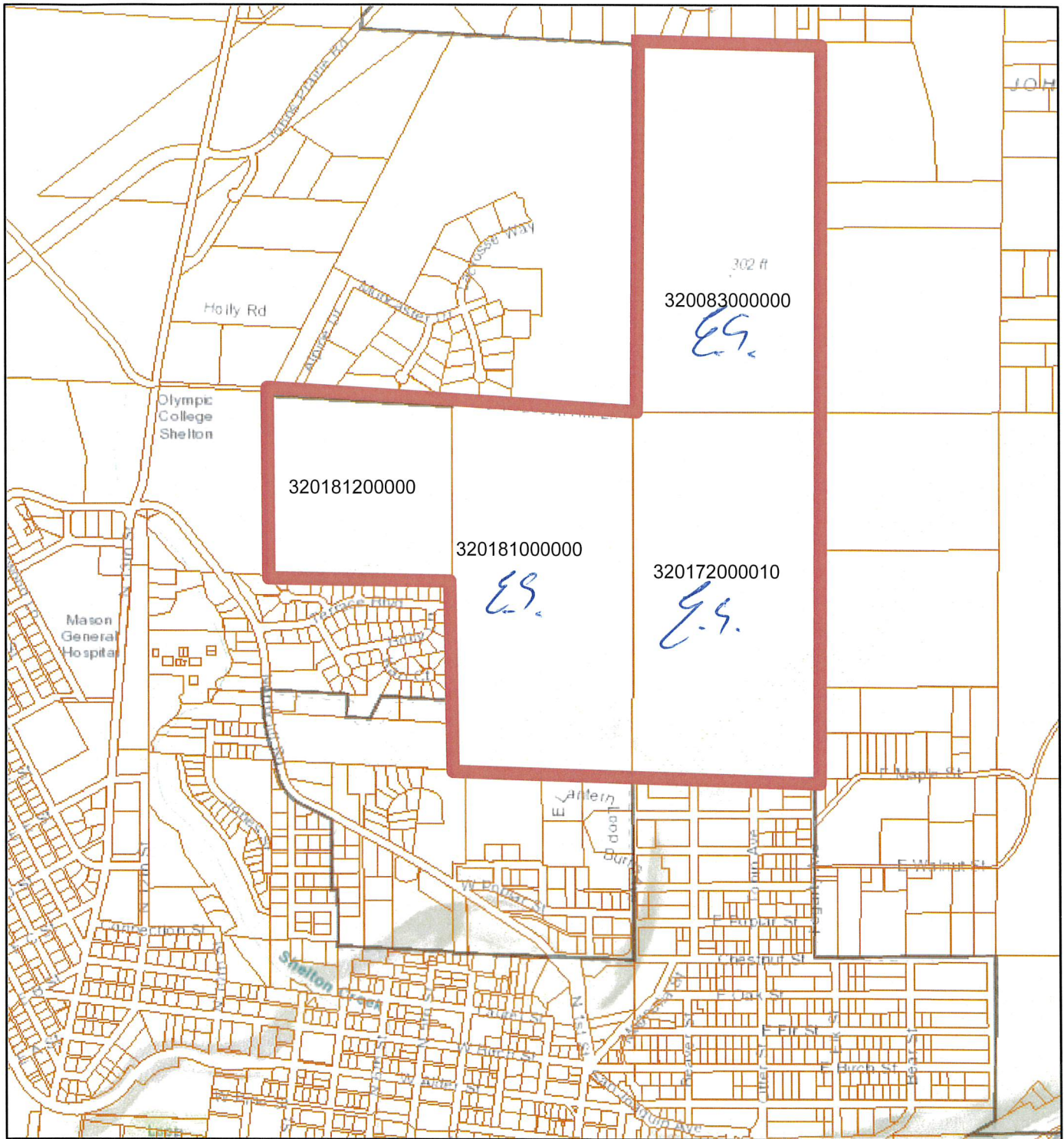
- ☒ County Boundary
- ☐ No Filled
- ☐ Tax Parcels (Zoom in to 1:30,000)



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



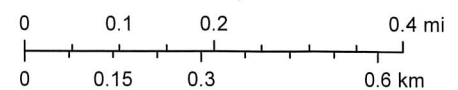
# Proposed Annexed Parcels



11/19/2021, 11:03:57 AM

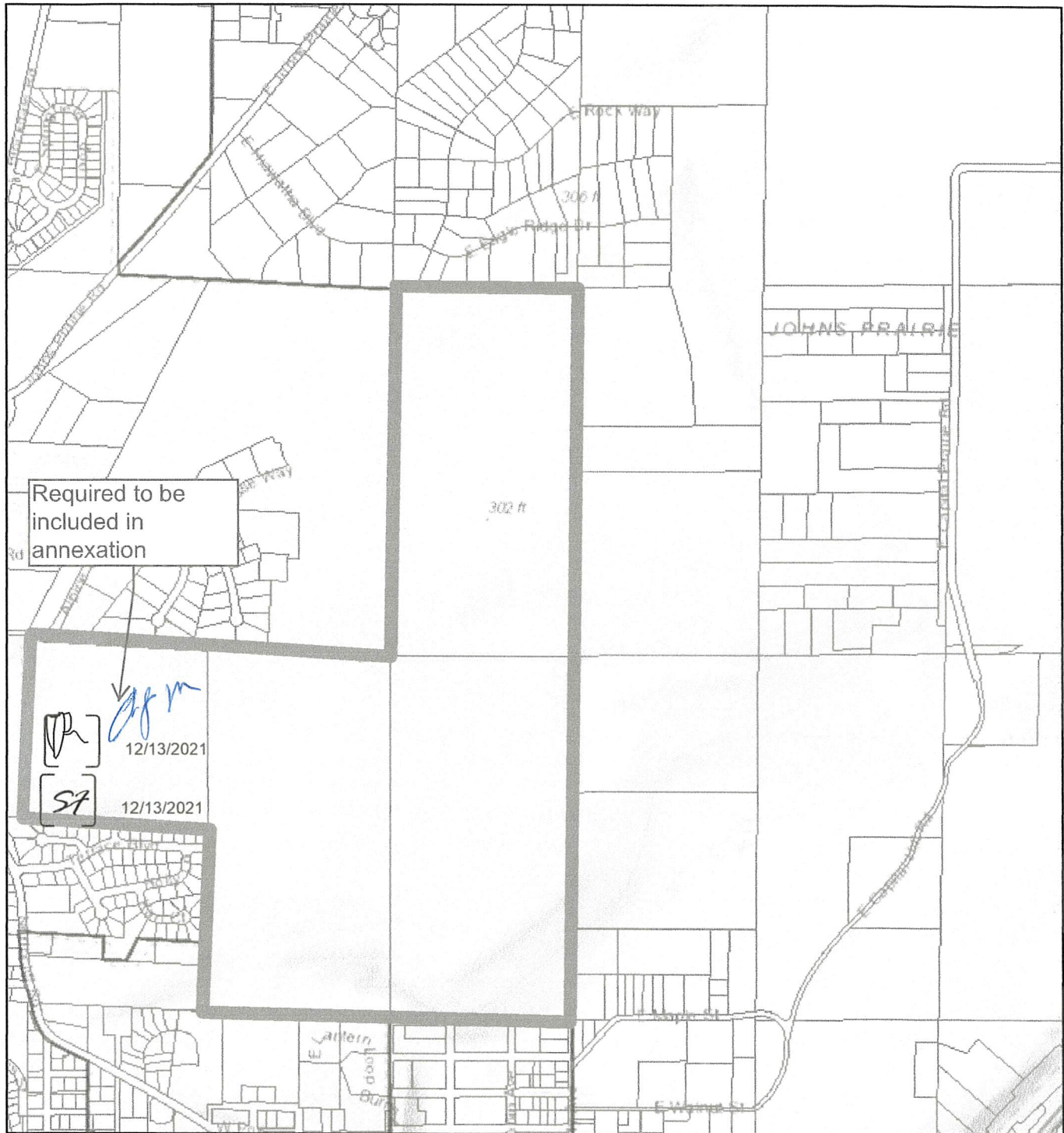
1:12,284

- ☒ County Boundary
- ☐ No Filled
- ☐ Tax Parcels (Zoom in to 1:30,000)



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

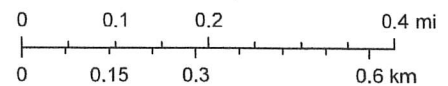
## Proposed Parcels to be Annexed



11/3/2021, 3:52:41 PM

1:12,283

- ☒ County Boundary
- ☐ No Filled
- ☐ Tax Parcels (Zoom in to 1:30,000)



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**EXHIBIT A**  
**Order No.: 2020-12032-SH**

**EXHIBIT "A"**

**Legal Description:**

**PARCEL 1:**

The West half (W ½) of the Southwest quarter (SW ¼) of Section eight (8), Township twenty (20) North, Range three (3) West, W.M., in Mason County, Washington.

Parcel No. 32008 30 00000

**PARCEL 2:**

The West half (W ½) of the Northwest quarter (NW ¼) of Section seventeen (17), Township twenty (20) North, Range three (3) West, W.M., in Mason County, Washington.

Parcel No. 32017 20 00010

**PARCEL 3:**

The East half (E ½) of the Northeast quarter (NE ¼) of Section eighteen (18), Township twenty (20) North, Range three (3) West, W.M., in Mason County, Washington.

Parcel No. 32018 10 00000

As to PARCELS 1, 2 and 3:

TOGETHER WITH a perpetual, non-exclusive easement and right-of-way, 30 feet in width, as granted in instrument recorded July 21, 1978, Auditor's File No. 347738.

**Abbreviated Legal:**

W ½ SW 8-20-3, W ½ NW 17-20-3, E ½ NE 18-20-3

**Parcel No(s):**

32008-30-00000, 32017-20-00010, and 32018-10-00000

**Purported Address:** XXX Vacant Land, Shelton, WA 98584

 1-3-22



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**EXHIBIT A**  
**Order No.: 2022-35596-SH**

**EXHIBIT "A"**

**Legal Description:**

The Northwest quarter (NW ¼) of the Northeast quarter (NE ¼) of Section eighteen (18), Township twenty (20) North, Range three (3) West, W.M., Mason County, Washington;

EXCEPTING therefrom, the right, title and interest conveyed to the City of Shelton in Quit Claim Deed recorded June 2, 1971, Auditor's File No. 260034, conveying the North 30 feet of the within described land "to be used for roadway and utility purposes".

TOGETHER WITH a perpetual, non-exclusive easement for road and utility purposes, 30 feet in width, as granted in instrument recorded October 19, 1970, Auditor's File No. 254777.

**Abbreviated Legal:**

PTN NW NE, 18-20-3

**Parcel No(s):**

32018-12-00000

**Purported Address:** XXX Vacant Land, Shelton, WA 98584



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F3)

Touch Date: 03/03/2022  
Brief Date: 03/15/2022  
Action Date: 04/05/2022

Department: Public Works  
Presented By: Ken Gill

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
Western Gateway Construction  
Project Award

☐

Ordinance

☒ Dept. Head

☒

Resolution

☐ Finance Director

#### ATTACHMENTS:

☒

Motion

☐ Attorney

- Resolution No. 1230-0222  
- Bid Tabulation

☐

Other

☐ City Clerk

☐ City Manager

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Western Gateway is the #1 project on Shelton's Six Year Transportation Improvement Program. The improvements consist of new water main, sidewalk, and paving from 8<sup>th</sup> Street to Pacific Court. The project design was completed in January 2022 and advertised for bids in the Shelton-Mason County Journal and Seattle Daily Journal of Commerce in February 2022, as well as posted on the Builder's Exchange of Washington website and the City Bidding Opportunities webpage.

Four bids were received and opened at the March 2<sup>nd</sup>, 2022, bid opening, with Miles Resources, LLC having the lowest responsible bid of \$2,552,993.48. The bid tabulation is attached.

Award of the project also must be approved by one of our funding partners, the State Transportation Improvement Board (TIB), prior to construction. Although we had not received the approval prior to submitting this briefing, staff does not anticipate any issues and should be able to provide an update at the Council Meeting.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Decline to award the contract to the responsible low bidder and not complete the project.

### BUDGET/FISCAL INFORMATION:

Staff successfully secured two grants from TIB; an APP Overlay grant in the amount of \$410,400 and a Sidewalk grant in the amount of \$350,000. TIB grant amounts can increase or decrease based on the bid. Additionally, \$1,114,500 of the Federal American Rescue Plan Act (ARPA) funding is contributing to the project to pay for water main construction. The 2022 budget includes \$225,000 from the storm drainage utility, \$414,100 in traffic impact fees and \$134,200 from the Transportation Benefit District. The total funding available is the sum of these amounts (\$2,614,000). The fiscal year 2022 budget prepared last June had \$2,614,000 that included construction contingency. Inflation eroded this contingency, and a supplemental budget amendment will be prepared for approximately \$172,844 for water, \$75,035 for storm and \$112,553 for street at a future council meeting.

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to place Resolution Number 1230-0222 on the April 5<sup>th</sup>, 2022 action agenda for further consideration".

**RESOLUTION NO. 1230-0222**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON  
AUTHORIZING THE CITY MANAGER TO APPROVE A PUBLIC WORKS CONTRACT WITH MILES  
RESOURCES, LLC FOR COMPLETION OF THE WESTERN GATEWAY PROJECT**

**WHEREAS**, an Invitation to Bid was advertised in the Shelton-Mason County Journal on February 10 and 17, 2022 and the Seattle Daily Journal of Commerce on February 8 and 15, 2022;

**WHEREAS**, the City received four bids in response to the Invitation to Bid, which were opened on March 2, 2022; and

**WHEREAS**, Miles Resources, LLC had the lowest responsible bid of \$2,552,284.80.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton that the City Manager is authorized to sign the Public Works Contract with Miles Resources, LLC for the completion of the Western Gateway Project, and the Public Works Director is authorized to execute change orders up to ten percent of the original Contract amount.

**INTRODUCED** on the 15<sup>th</sup> day of March 2022 and **PASSED** by the City Council at its regular meeting held on this 5<sup>th</sup> day of April 2022.

ATTEST:

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
City Clerk Nault

	BIDDER			ENGINEER'S ESTIMATE		MILES RESOURCES, LLC		ACTIVE CONSTRUCTION, INC.		NORTHWEST CASCADE, INC.		ROGNLIN'S, INC.	
	BIDDER ADDRESS					400 Valley Avenue NE		P.O. Box 430		10412 JOHN BANANOLA WAY E		P.O. Box 307	
						Puyallup, WA 98372		Puyallup, WA 98371		Puyallup, WA 98373		Aberdeen, WA 98520	
	WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.					183,696-00		200,933-00		265,081-00		216,583-01	
	WASHINGTON STATE CONTRACTOR'S REG. NUMBER					MILESRL897RK		ACTIVCI164JL		NORTHCI994ME		ROGNL**342LF	
	BID BOND OR OTHER GOOD FAITH TOKEN					5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>SCHEDULE A: SIDEWALK IMPROVEMENTS</b>													
1	SPCC Plan	1	LS	\$1,000.00	\$1,000.00	\$250.00	\$250.00	\$150.00	\$150.00	\$500.00	\$500.00	\$500.00	\$500.00
2	Minor Change	1	CALC	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	Mobilization, Cleanup and Demobilization	1	LS	\$80,000.00	\$80,000.00	\$57,400.00	\$57,400.00	\$191,948.80	\$191,948.80	\$130,000.00	\$130,000.00	\$170,000.00	\$170,000.00
4	Project Temporary Traffic Control	1	LS	\$40,000.00	\$40,000.00	\$104,000.00	\$104,000.00	\$150,000.00	\$150,000.00	\$103,000.00	\$103,000.00	\$210,000.00	\$210,000.00
5	Clearing and Grubbing	1	LS	\$20,000.00	\$20,000.00	\$16,000.00	\$16,000.00	\$25,000.00	\$25,000.00	\$93,000.00	\$93,000.00	\$27,000.00	\$27,000.00
6	Removal of Structure and Obstruction	1	LS	\$50,000.00	\$50,000.00	\$79,600.00	\$79,600.00	\$45,000.00	\$45,000.00	\$30,000.00	\$30,000.00	\$21,000.00	\$21,000.00
7	Removing Existing Pipe	200	LF	\$42.00	\$8,400.00	\$48.00	\$9,600.00	\$29.00	\$5,800.00	\$16.50	\$3,300.00	\$28.00	\$5,600.00
8	Excavation, Embankment and Grading, Incl. Haul	900	CY	\$40.00	\$36,000.00	\$76.00	\$68,400.00	\$88.00	\$79,200.00	\$37.50	\$33,750.00	\$44.00	\$39,600.00
9	Unsuitable Foundation Excavation, Incl. Haul	130	CY	\$40.00	\$5,200.00	\$10.00	\$1,300.00	\$45.00	\$5,850.00	\$104.00	\$13,520.00	\$50.00	\$6,500.00
10	Gravel Backfill for Walls	50	TN	\$30.00	\$1,500.00	\$16.00	\$800.00	\$45.00	\$2,250.00	\$48.00	\$2,400.00	\$68.00	\$3,400.00
11	Locate Existing Utilities	1	LS	\$8,500.00	\$8,500.00	\$6,100.00	\$6,100.00	\$3,500.00	\$3,500.00	\$17,000.00	\$17,000.00	\$15,000.00	\$15,000.00
12	Controlled Density Fill	10	CY	\$70.00	\$700.00	\$132.00	\$1,320.00	\$270.00	\$2,700.00	\$350.00	\$3,500.00	\$200.00	\$2,000.00
13	Crushed Surfacing Base Course	930	TN	\$30.00	\$27,900.00	\$39.00	\$36,270.00	\$50.00	\$46,500.00	\$40.00	\$37,200.00	\$65.00	\$60,450.00
14	Crushed Surfacing Top Course	510	TN	\$30.00	\$15,300.00	\$88.50	\$45,135.00	\$50.00	\$25,500.00	\$40.00	\$20,400.00	\$65.00	\$33,150.00
15	HMA for Driveway Repair	15	TN	\$100.00	\$1,500.00	\$225.00	\$3,375.00	\$4,000.00	\$60,000.00	\$315.00	\$4,725.00	\$375.00	\$5,625.00
16	Temporary HMA	20	TN	\$180.00	\$3,600.00	\$195.00	\$3,900.00	\$250.00	\$5,000.00	\$255.00	\$5,100.00	\$150.00	\$3,000.00
17	CPEP Underdrain Pipe, 12-Inch Diam.	300	LF	\$100.00	\$30,000.00	\$127.50	\$38,250.00	\$87.00	\$26,100.00	\$87.00	\$26,100.00	\$88.00	\$26,400.00
18	Gravel Backfill for Drywells	100	TN	\$35.00	\$3,500.00	\$16.00	\$1,600.00	\$32.00	\$3,200.00	\$61.00	\$6,100.00	\$65.00	\$6,500.00
19	Solid Wall PVC Storm Sewer Pipe, 8-Inch Diam., Incl. Bedding	55	LF	\$38.00	\$2,090.00	\$83.00	\$4,565.00	\$75.00	\$4,125.00	\$83.00	\$4,565.00	\$70.00	\$3,850.00
20	Solid Wall PVC Storm Sewer Pipe, 12-Inch Diam., Incl. Bedding	620	LF	\$40.00	\$24,800.00	\$80.50	\$49,910.00	\$90.00	\$55,800.00	\$77.00	\$47,740.00	\$80.00	\$49,600.00
21	Ductile Iron Storm Sewer Pipe, 12-Inch Diam., Incl. Bedding	360	LF	\$50.00	\$18,000.00	\$107.50	\$38,700.00	\$118.00	\$42,480.00	\$116.00	\$41,760.00	\$110.00	\$39,600.00
22	Catch Basin, Type 1	23	EA	\$1,700.00	\$39,100.00	\$1,625.00	\$37,375.00	\$1,750.00	\$40,250.00	\$1,550.00	\$35,650.00	\$2,800.00	\$64,400.00
23	Concrete Inlet	9	EA	\$1,500.00	\$13,500.00	\$1,375.00	\$12,375.00	\$1,450.00	\$13,050.00	\$1,375.00	\$12,375.00	\$2,500.00	\$22,500.00
24	Thru Curb Inlet	3	EA	\$600.00	\$1,800.00	\$735.00	\$2,205.00	\$1,400.00	\$4,200.00	\$1,700.00	\$5,100.00	\$2,700.00	\$8,100.00
25	Rectangular Frame with Solid Lid	3	EA	\$300.00	\$900.00	\$385.00	\$1,155.00	\$1,000.00	\$3,000.00	\$900.00	\$2,700.00	\$850.00	\$2,550.00
26	Bank Run Gravel for Trench Backfill	260	TN	\$35.00	\$9,100.00	\$14.50	\$3,770.00	\$20.00	\$5,200.00	\$45.00	\$11,700.00	\$16.00	\$4,160.00

DATE: 3/2022  
DRAWN: SC  
CHECKED: DJM  
APPROVED: DJM

CITY OF SHELTON, WASHINGTON  
WESTERN GATEWAY PROJECT  
GRAY & OSBORNE #18273

GRAY & OSBORNE, INC.  
CONSULTING ENGINEERS

	BIDDER			ENGINEER'S ESTIMATE		MILES RESOURCES, LLC		ACTIVE CONSTRUCTION, INC.		NORTHWEST CASCADE, INC.		ROGNLIN'S, INC.	
27	Plugging Existing Pipe	5	EA	\$400.00	\$2,000.00	\$300.00	\$1,500.00	\$250.00	\$1,250.00	\$400.00	\$2,000.00	\$500.00	\$2,500.00
28	Trench Excavation Safety Systems	1	LS	\$5,000.00	\$5,000.00	\$2,100.00	\$2,100.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00
29	Removal of Unsuitable Material (Trench)	20	CY	\$60.00	\$1,200.00	\$20.00	\$400.00	\$65.00	\$1,300.00	\$110.00	\$2,200.00	\$50.00	\$1,000.00
30	Erosion Control and Water Pollution Prevention	1	LS	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$22,000.00	\$22,000.00	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00
31	Seeding, Fertilizing and Mulching	2,250	SY	\$5.00	\$11,250.00	\$1.40	\$3,150.00	\$2.50	\$5,625.00	\$1.22	\$2,745.00	\$1.25	\$2,812.50
32	Topsoil, Type A	380	CY	\$50.00	\$19,000.00	\$50.00	\$19,000.00	\$55.00	\$20,900.00	\$52.00	\$19,760.00	\$55.00	\$20,900.00
33	Root Barrier	100	LF	\$18.00	\$1,800.00	\$21.00	\$2,100.00	\$16.50	\$1,650.00	\$22.25	\$2,225.00	\$20.00	\$2,000.00
34	Cement Concrete Traffic Curb and Gutter	3,900	LF	\$80.00	\$312,000.00	\$20.50	\$79,950.00	\$29.00	\$113,100.00	\$22.00	\$85,800.00	\$30.00	\$117,000.00
35	Cement Concrete Traffic Curb	220	LF	\$60.00	\$13,200.00	\$24.00	\$5,280.00	\$34.00	\$7,480.00	\$37.00	\$8,140.00	\$30.00	\$6,600.00
36	Cement Concrete Driveway Entrance	530	SY	\$70.00	\$37,100.00	\$129.50	\$68,635.00	\$150.00	\$79,500.00	\$103.00	\$54,590.00	\$163.00	\$86,390.00
37	Cement Concrete Driveway Repair	10	SY	\$50.00	\$500.00	\$133.00	\$1,330.00	\$211.00	\$2,110.00	\$103.00	\$1,030.00	\$167.00	\$1,670.00
38	Chain Link Fence, Type 6, with Vinyl Coating	300	LF	\$25.00	\$7,500.00	\$50.00	\$15,000.00	\$53.00	\$15,900.00	\$53.00	\$15,900.00	\$55.00	\$16,500.00
39	Remove and Relocate Fence	30	LF	\$20.00	\$600.00	\$63.00	\$1,890.00	\$66.00	\$1,980.00	\$87.00	\$2,610.00	\$30.00	\$900.00
40	Install Bus Shelter	1	LS	\$1,500.00	\$1,500.00	\$27,000.00	\$27,000.00	\$2,300.00	\$2,300.00	\$30,500.00	\$30,500.00	\$2,500.00	\$2,500.00
41	Cement Concrete Sidewalk	1,720	SY	\$60.00	\$103,200.00	\$55.00	\$94,600.00	\$67.00	\$115,240.00	\$63.00	\$108,360.00	\$82.00	\$141,040.00
42	Monolithic Cement Concrete Curb and Sidewalk	180	SY	\$60.00	\$10,800.00	\$75.00	\$13,500.00	\$87.00	\$15,660.00	\$124.00	\$22,320.00	\$115.00	\$20,700.00
43	Cement Concrete Curb Ramp	42	EA	\$2,500.00	\$105,000.00	\$1,650.00	\$69,300.00	\$2,100.00	\$88,200.00	\$1,800.00	\$75,600.00	\$2,000.00	\$84,000.00
44	Cement Concrete Bus Shelter Pad	18	SY	\$80.00	\$1,440.00	\$90.00	\$1,620.00	\$110.00	\$1,980.00	\$164.00	\$2,952.00	\$130.00	\$2,340.00
45	Mailbox Support, Type 1	8	EA	\$400.00	\$3,200.00	\$565.00	\$4,520.00	\$475.00	\$3,800.00	\$475.00	\$3,800.00	\$1,000.00	\$8,000.00
46	Mailbox Support, Type 2	8	EA	\$600.00	\$4,800.00	\$950.00	\$7,600.00	\$800.00	\$6,400.00	\$1,300.00	\$10,400.00	\$1,500.00	\$12,000.00
47	Adjust Junction Box	2	EA	\$250.00	\$500.00	\$535.00	\$1,070.00	\$350.00	\$700.00	\$555.00	\$1,110.00	\$250.00	\$500.00
48	Permanent Signing	1	LS	\$15,000.00	\$15,000.00	\$20,750.00	\$20,750.00	\$22,500.00	\$22,500.00	\$22,000.00	\$22,000.00	\$32,000.00	\$32,000.00
49	Modular Block Wall	800	SF	\$40.00	\$32,000.00	\$51.00	\$40,800.00	\$50.00	\$40,000.00	\$65.00	\$52,000.00	\$40.00	\$32,000.00
50	Project Documentation	1	LS	\$2,500.00	\$2,500.00	\$1,600.00	\$1,600.00	\$150.00	\$150.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00
	Subtotal, Schedule A				\$1,158,480.00		\$1,146,050.00		\$1,437,028.80		\$1,293,227.00		\$1,502,337.50
	Sales Tax @ 0% (W.S. Revenue Rule 171)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	<b>TOTAL CONSTRUCTION COST, SCHEDULE A</b>				\$1,158,480.00		\$1,146,050.00		\$1,437,028.80		\$1,293,227.00		\$1,502,337.50


	BIDDER			ENGINEER'S ESTIMATE		MILES RESOURCES, LLC		ACTIVE CONSTRUCTION, INC.		NORTHWEST CASCADE, INC.		ROGNLIN'S, INC.	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
<b>SCHEDULE B: ROADWAY OVERLAY</b>													
1	Mobilization, Cleanup and Demobilization	1	LS	\$25,000.00	\$25,000.00	\$11,800.00	\$11,800.00	\$500.00	\$500.00	\$20,000.00	\$20,000.00	\$23,000.00	\$23,000.00
2	Minor Change	1	CALC	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
3	Project Temporary Traffic Control	1	LS	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00	\$19,500.00	\$19,500.00	\$20,000.00	\$20,000.00
4	Crushed Surfacing Top Course	360	TN	\$50.00	\$18,000.00	\$64.50	\$23,220.00	\$60.00	\$21,600.00	\$75.00	\$27,000.00	\$50.00	\$18,000.00
5	Pavement Repair Excavation, Incl. Haul	330	SY	\$30.00	\$9,900.00	\$17.10	\$5,643.00	\$90.00	\$29,700.00	\$16.00	\$5,280.00	\$18.00	\$5,940.00
6	Planing Bituminous Pavement	6,000	SY	\$8.00	\$48,000.00	\$5.30	\$31,800.00	\$3.40	\$20,400.00	\$4.50	\$27,000.00	\$4.00	\$24,000.00
7	HMA Cl. 1/2" PG 58H-22	2,300	TN	\$100.00	\$230,000.00	\$100.00	\$230,000.00	\$130.00	\$299,000.00	\$136.00	\$312,800.00	\$133.00	\$305,900.00
8	Job Mix Compliance Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Compaction Price Adjustment	1	CALC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
10	Adjust Manhole	11	EA	\$600.00	\$6,600.00	\$630.00	\$6,930.00	\$600.00	\$6,600.00	\$575.00	\$6,325.00	\$700.00	\$7,700.00
11	Adjust Catch Basin	11	EA	\$400.00	\$4,400.00	\$630.00	\$6,930.00	\$450.00	\$4,950.00	\$575.00	\$6,325.00	\$700.00	\$7,700.00
12	Adjust Sanitary Sewer Cleanout	2	EA	\$400.00	\$800.00	\$850.00	\$1,700.00	\$275.00	\$550.00	\$575.00	\$1,150.00	\$500.00	\$1,000.00
13	Raised Pavement Marker	0.40	HUND	\$3,000.00	\$1,200.00	\$1,000.00	\$400.00	\$1,000.00	\$400.00	\$1,000.00	\$400.00	\$1,000.00	\$400.00
14	Adjust Monument Case and Cover	3	EA	\$1,000.00	\$3,000.00	\$550.00	\$1,650.00	\$500.00	\$1,500.00	\$575.00	\$1,725.00	\$550.00	\$1,650.00
15	Paint Line	2,000	LF	\$2.00	\$4,000.00	\$0.65	\$1,300.00	\$0.60	\$1,200.00	\$0.60	\$1,200.00	\$0.75	\$1,500.00
16	Plastic Stop Line	100	LF	\$15.00	\$1,500.00	\$11.00	\$1,100.00	\$9.70	\$970.00	\$10.00	\$1,000.00	\$10.00	\$1,000.00
17	Plastic Crosswalk Line	90	SF	\$5.00	\$450.00	\$15.00	\$1,350.00	\$15.00	\$1,350.00	\$16.00	\$1,440.00	\$16.00	\$1,440.00
18	Painted Traffic Arrow	1	EA	\$250.00	\$250.00	\$55.00	\$55.00	\$55.00	\$55.00	\$100.00	\$100.00	\$55.00	\$55.00
19	Plastic Traffic Letter	7	EA	\$200.00	\$1,400.00	\$27.00	\$189.00	\$28.00	\$196.00	\$28.00	\$196.00	\$30.00	\$210.00
20	Curb Painting	100	LF	\$5.00	\$500.00	\$12.00	\$1,200.00	\$11.00	\$1,100.00	\$11.00	\$1,100.00	\$12.00	\$1,200.00
	Subtotal, Schedule B				\$390,000.00		\$350,267.00		\$401,071.00		\$442,541.00		\$430,695.00
	Sales Tax @ 0% (W.S. Revenue Rule 171)				\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	<b>TOTAL CONSTRUCTION COST, SCHEDULE B</b>				\$390,000.00		\$350,267.00		\$401,071.00		\$442,541.00		\$430,695.00

	BIDDER			ENGINEER'S ESTIMATE		MILES RESOURCES, LLC		ACTIVE CONSTRUCTION, INC.		NORTHWEST CASCADE, INC.		ROGNLIN'S, INC.	
NO.	ITEM	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
SCHEDULE C: WATER MAIN IMPROVEMENTS													
1	Mobilization, Cleanup and Demobilization	1	LS	\$70,000.00	\$70,000.00	\$20,400.00	\$20,400.00	\$5,000.00	\$5,000.00	\$75,000.00	\$75,000.00	\$19,000.00	\$19,000.00
2	Minor Change	1	CALC	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
3	Project Temporary Traffic Control	1	LS	\$38,000.00	\$38,000.00	\$80,050.00	\$80,050.00	\$5,000.00	\$5,000.00	\$93,000.00	\$93,000.00	\$80,000.00	\$80,000.00
4	Clearing and Grubbing	1	LS	\$2,000.00	\$2,000.00	\$4,150.00	\$4,150.00	\$1,500.00	\$1,500.00	\$4,000.00	\$4,000.00	\$8,000.00	\$8,000.00
5	Remove Existing Pipe (Water)	70	LF	\$50.00	\$3,500.00	\$36.00	\$2,520.00	\$40.00	\$2,800.00	\$27.00	\$1,890.00	\$23.00	\$1,610.00
6	Locate Existing Utilities	1	LS	\$14,000.00	\$14,000.00	\$15,450.00	\$15,450.00	\$2,250.00	\$2,250.00	\$14,250.00	\$14,250.00	\$12,000.00	\$12,000.00
7	Crushed Surfacing Base Course	830	TN	\$35.00	\$29,050.00	\$43.50	\$36,105.00	\$47.00	\$39,010.00	\$67.00	\$55,610.00	\$65.00	\$53,950.00
8	Crushed Surfacing Top Course	410	TN	\$30.00	\$12,300.00	\$61.50	\$25,215.00	\$47.00	\$19,270.00	\$67.00	\$27,470.00	\$65.00	\$26,650.00
9	Controlled Density Fill	100	CY	\$100.00	\$10,000.00	\$132.00	\$13,200.00	\$270.00	\$27,000.00	\$241.00	\$24,100.00	\$200.00	\$20,000.00
10	HMA Cl. 1/2" PG 58H-22	600	TN	\$110.00	\$66,000.00	\$120.00	\$72,000.00	\$153.00	\$91,800.00	\$150.00	\$90,000.00	\$155.00	\$93,000.00
11	Plugging Existing Pipe (Water)	10	EA	\$400.00	\$4,000.00	\$105.00	\$1,050.00	\$250.00	\$2,500.00	\$400.00	\$4,000.00	\$250.00	\$2,500.00
12	Trench Excavation Safety Systems	1	LS	\$4,000.00	\$4,000.00	\$18,250.00	\$18,250.00	\$500.00	\$500.00	\$1,055.00	\$1,055.00	\$10,000.00	\$10,000.00
13	8-Inch Class 52 Ductile Iron Pipe for Water Main (Incl. Bedding)	200	LF	\$90.00	\$18,000.00	\$83.00	\$16,600.00	\$109.00	\$21,800.00	\$79.00	\$15,800.00	\$96.00	\$19,200.00
14	12-Inch Class 52 Ductile Iron Pipe for Water Main, Incl. Bedding	2,760	LF	\$110.00	\$303,600.00	\$105.00	\$289,800.00	\$128.00	\$353,280.00	\$100.00	\$276,000.00	\$130.00	\$358,800.00
15	Additional Ductile Iron Fittings	1,000	LB	\$5.00	\$5,000.00	\$3.00	\$3,000.00	\$12.00	\$12,000.00	\$7.00	\$7,000.00	\$1.00	\$1,000.00
16	Bank Run Gravel for Trench Backfill	3,700	TN	\$24.00	\$88,800.00	\$14.50	\$53,650.00	\$41.00	\$151,700.00	\$40.00	\$148,000.00	\$16.00	\$59,200.00
17	Removal of Unsuitable Material (Trench)	180	CY	\$40.00	\$7,200.00	\$20.00	\$3,600.00	\$37.50	\$6,750.00	\$110.00	\$19,800.00	\$50.00	\$9,000.00
18	Connection to Existing Water Main	7	EA	\$3,000.00	\$21,000.00	\$13,900.00	\$97,300.00	\$9,900.00	\$69,300.00	\$7,275.00	\$50,925.00	\$8,500.00	\$59,500.00
19	Gate Valve, 8 Inch	3	EA	\$2,000.00	\$6,000.00	\$1,900.00	\$5,700.00	\$2,150.00	\$6,450.00	\$2,100.00	\$6,300.00	\$2,500.00	\$7,500.00
20	Gate Valve, 12 Inch	10	EA	\$4,500.00	\$45,000.00	\$3,000.00	\$30,000.00	\$3,600.00	\$36,000.00	\$3,250.00	\$32,500.00	\$4,000.00	\$40,000.00
21	Fire Hydrant Assembly	7	EA	\$6,000.00	\$42,000.00	\$8,000.00	\$56,000.00	\$9,000.00	\$63,000.00	\$6,200.00	\$43,400.00	\$6,500.00	\$45,500.00
22	3/4-Inch Water Service and Meter Connection	36	EA	\$1,200.00	\$43,200.00	\$1,220.00	\$43,920.00	\$1,200.00	\$43,200.00	\$1,250.00	\$45,000.00	\$1,200.00	\$43,200.00
23	3/4-Inch Water Service Pipe	1,070	LF	\$25.00	\$26,750.00	\$45.00	\$48,150.00	\$26.00	\$27,820.00	\$32.00	\$34,240.00	\$20.00	\$21,400.00
24	2-Inch Water Service and Meter Connection	1	EA	\$1,200.00	\$1,200.00	\$4,200.00	\$4,200.00	\$3,800.00	\$3,800.00	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00
25	2-Inch Water Service Pipe	40	LF	\$25.00	\$1,000.00	\$72.25	\$2,890.00	\$48.00	\$1,920.00	\$51.00	\$2,040.00	\$20.00	\$800.00
26	Erosion/Water Pollution Control	1	LS	\$2,000.00	\$2,000.00	\$6,300.00	\$6,300.00	\$500.00	\$500.00	\$20,500.00	\$20,500.00	\$10,000.00	\$10,000.00
27	Seeding, Fertilizing and Mulching	150	SY	\$5.00	\$750.00	\$1.40	\$210.00	\$4.00	\$600.00	\$1.20	\$180.00	\$1.25	\$187.50
28	Topsoil, Type A	30	CY	\$50.00	\$1,500.00	\$50.00	\$1,500.00	\$55.00	\$1,650.00	\$52.00	\$1,560.00	\$55.00	\$1,650.00
	Subtotal, Schedule C				\$885,850.00		\$971,210.00		\$1,016,400.00		\$1,116,820.00		\$1,027,147.50
	Sales Tax @ 8.8%				\$77,954.80		\$85,466.48		\$89,443.20		\$98,280.16		\$90,388.98
	TOTAL CONSTRUCTION COST, SCHEDULE C				\$963,804.80		\$1,056,676.48		\$1,105,843.20		\$1,215,100.16		\$1,117,536.48

DATE: 3/2022  
DRAWN: SC  
CHECKED: DJM  
APPROVED: DJM

CITY OF SHELTON, WASHINGTON  
WESTERN GATEWAY PROJECT  
GRAY & OSBORNE #18273

GRAY & OSBORNE, INC.  
CONSULTING ENGINEERS

	BIDDER			ENGINEER'S ESTIMATE	MILES RESOURCES, LLC	ACTIVE CONSTRUCTION, INC.	NORTHWEST CASCADE, INC.	ROGNLIN'S, INC.
	TOTAL CONSTRUCTION COST, SCHEDULE A			\$1,158,480.00	\$1,146,050.00	\$1,437,028.80	\$1,293,227.00	\$1,502,337.50
	TOTAL CONSTRUCTION COST, SCHEDULE B			\$390,000.00	\$350,267.00	\$401,071.00	\$442,541.00	\$430,695.00
	TOTAL CONSTRUCTION COST, SCHEDULE C			\$963,804.80	\$1,056,676.48	\$1,105,843.20	\$1,215,100.16	\$1,117,536.48
	TOTAL CONSTRUCTION COST, SCHEDULES A, B AND C			\$2,512,284.80	\$2,552,993.48	\$2,943,943.00	\$2,950,868.16	\$3,050,568.98
	Sealed bids were opened at the City of Shelton, 525 West Cota Street, Shelton, Washington 98584 on Wednesday, March 2, 2022, at 1:00 p.m. (local time).							
	I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.				DENOTES MATHEMATICAL OR ROUNDING ERROR			
								
	DOMINIC J. MILLER, P.E.							





## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F4)

Touch Date: 02/28/2022  
Brief Date: 03/15/2022  
Action Date: 03/15/2022

Department: Public Works  
Presented By: Ken Gill

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

Stormwater Capacity  
Grant Acceptance

☐

Ordinance

☒ Dept. Head

JH

☐ Finance Director

#### ATTACHMENTS:

☒

Resolution

☒ Attorney

KH

- Resolution No. 1232-0322  
- Agreement No. WQSWCAP-2123-  
ShelPW-00155

☒

Motion

☐ City Clerk

☐

Other

☐ City Manager

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In 2019, the City of Shelton began operating under the National Pollution Discharge Elimination System (NPDES) Phase II Permit, issued by the Department of Ecology.

In order to assist cities with activities associated with implementation of their new Phase II Permit, the Department of Ecology created a Biennial Stormwater Capacity Grant. Most cities receive \$50,000 in grant funds; because Shelton is considered a financial hardship community, the Department of Ecology awarded Shelton an additional \$20,000, for a total of \$70,000 of grant funding for the 2021-2023 biennium.

Although city staff did not receive grant documents until February 28, 2022, the grant has an effective date of 7/1/2021, which means any eligible expenditures that have occurred since that date would be reimbursable by the grant.

The Department of Ecology Biennial Stormwater Capacity Grant does not have a city-match requirement; any eligible expenditures are 100% reimbursable, up to the grant amount. For this reason, staff is requesting Council take immediate action on this item so any eligible activity previously completed can be billed to and reimbursed by the grant as soon as the Funding Agreement is fully executed.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

The \$70,000 Stormwater Capacity Grant does not have a city match requirement. City staff has earmarked \$50,000 of the grant funds for Mason Conservation District to complete NPDES Public Outreach and Education activities, as previously approved by Council through Resolution No. 1219-1121.

### PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

### STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of Resolution No. 1232-0322 and: *"I move to adopt Resolution Number 1232-0322 as presented"*.

**RESOLUTION NO. 1232-0322**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON ACCEPTING A STORMWATER CAPACITY GRANT FROM THE DEPARTMENT OF ECOLOGY AND AUTHORIZING THE CITY MANAGER TO SIGN THE FUNDING AGREEMENT AND OTHER RELATED DOCUMENTS AS NEEDED**

**WHEREAS**, in 2019, the City of Shelton began operating under the National Pollution Discharge Elimination System (NPDES) Phase II Permit, issued by the Department of Ecology; and

**WHEREAS**, in order to assist cities with the cost of activities associated with implementation of the new Phase II Permit, the Department of Ecology created a Biennial Stormwater Capacity Grant; and

**WHEREAS**, The City of Shelton was awarded \$70,000 in Stormwater Capacity Grant funds for the 2021-2023 Biennium; and

**WHEREAS**, the Stormwater Capacity Grant does not have a city-match requirement so all eligible expenditures, up to the awarded amount, are 100% reimbursable by the grant.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, Washington, that the Department of Ecology Stormwater Capacity Grant is hereby accepted, and the City Manager is authorized to sign Funding Agreement Number WQSWCAP-2123-ShelPW-00155, as well as any other related documents as needed.

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

ATTEST:

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
City Clerk Nault



## **Agreement No. WQSWCAP-2123-ShelPW-00155**

### **WATER QUALITY STORMWATER CAPACITY AGREEMENT**

#### **BETWEEN**

#### **THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

#### **AND**

#### **CITY OF SHELTON**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Shelton, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

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#### **GENERAL INFORMATION**

Project Title:	2021-2023 Biennial Stormwater Capacity Grants
Total Cost:	\$70,000.00
Total Eligible Cost:	\$70,000.00
Ecology Share:	\$70,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	03/31/2023
Project Type:	Capacity Grant

#### Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

#### Project Long Description:

N/A

#### Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2123-ShelPW-00155  
Project Title: 2021-2023 Biennial Stormwater Capacity Grants  
Recipient Name: City of Shelton

## RECIPIENT INFORMATION

Organization Name: City of Shelton

Federal Tax ID: 91-6001277

DUNS Number: 021830666

Mailing Address: 525 W Cota Street  
Shelton, WA 98584

Physical Address: 525 W Cota Street  
Shelton, Washington 98584

Organization Email: jay.harris@sheltonwa.gov

Organization Fax: (360) 426-7746

## Contacts

Agreement No: WQSWCAP-2123-ShelPW-00155  
Project Title: 2021-2023 Biennial Stormwater Capacity Grants  
Recipient Name: City of Shelton

<b>Project Manager</b>	Brooke Kilts Public Works Administrative Manager  525 W Cota Street Shelton, Washington 98584 Email: brooke.kilts@sheltonwa.gov Phone: (360) 426-9731
<b>Billing Contact</b>	Don Kuismi Finance Specialist  525 W Cota Street Shelton, Washington 98584 Email: dkuismi@ci.shelton.wa.us Phone: (360) 432-5155
<b>Authorized Signatory</b>	Brooke Anne Kilts Public Works Administrative Manager  525 W Cota Street Shelton, Washington 98584 Email: brooke.kilts@sheltonwa.gov Phone: (360) 426-9731

ECOLOGY INFORMATION

Mailing Address: Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

Contacts

<b>Project Manager</b>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>
<b>Financial Manager</b>	<p>Kyle Graunke</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6452</p>

Agreement No: WQSWCAP-2123-ShelPW-00155  
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Recipient Name: City of Shelton

## AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State  
Department of Ecology

City of Shelton

By: \_\_\_\_\_

By: \_\_\_\_\_

Vincent McGowan, P.E.

Date

Brooke Anne Kilts

Date

Water Quality

Public Works Administrative Manager

Program Manager

Template Approved to Form by  
Attorney General's Office



Jeff Niten

City Manager

Date

Agreement No: WQSWCAP-2123-ShelPW-00155  
Project Title: 2021-2023 Biennial Stormwater Capacity Grants  
Recipient Name: City of Shelton

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$1,000.00**

Task Title: Project Administration/Management

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report. <br>
- \* Properly maintained project documentation.

Recipient Task Coordinator: Brooke Kilts

### **Project Administration/Management**

#### **Deliverables**

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly in EAGL.	
1.2	Recipient Closeout Report (EAGL Form).	
1.3	Two-page draft and Final Outcome Summary Reports.	

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## SCOPE OF WORK

Task Number: 2 **Task Cost: \$69,000.00**

Task Title: Permit Implementation

### Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable. The following is a list of elements RECIPIENT's project may include.

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
  - a) Mapping of municipal separate storm sewer systems (MS4s).
  - b) Staff training.
  - c) Activities to identify and remove illicit stormwater discharges.
  - d) Field screening procedures.
  - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
  - a) Development of an ordinance and associated technical manual or update of applicable codes.
  - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
  - c) Training for plan review or inspection staff.
  - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
  - a) Inspecting and/or maintaining the MS4 infrastructure.
  - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (TMDL). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that the DEPARTMENT approves prior to awarding funding for monitoring.

Monitoring, including:

  - a) Development of applicable QAPPs.
  - b) Monitoring activities, in accordance with a DEPARTMENT- approved QAPP, to meet Phase I/II permit requirements.
- 9) Structural stormwater controls program activities (Phase I permit requirement)
- 10) Source control for existing development (Phase I permit requirement), including:
  - a) Inventory and inspection program.
  - b) Technical assistance and enforcement.
  - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vector truck) rather than general use (such as a pick-up truck). Equipment

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purchases over \$5,000 must be pre-approved by Ecology.

Documentation of all tasks completed is required. Documentation may include: field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance. Capital construction projects, incentives or give-a-ways, grant application preparation, TAPE review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation are not eligible expenses.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Recipient Task Coordinator: Brooke Kilts

**Permit Implementation**

**Deliverables**

Number	Description	Due Date
2.1	Documentation of tasks completed	

## BUDGET

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Description: MTCA

**Total: \$ 70,000.00**

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 Recipient Name: City of Shelton

### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
2021-23 capacity grant	0.00 %	\$ 0.00	\$ 70,000.00	\$ 70,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 70,000.00</b>	<b>\$ 70,000.00</b>

### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

### **SPECIAL TERMS AND CONDITIONS**

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

##### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal

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Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### **B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:**

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

#### **C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM) <https://sam.gov/SAM> exclusion list.



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## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

\* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers, and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

Agreement No: WQSWCAP-2123-ShelPW-00155  
Project Title: 2021-2023 Biennial Stormwater Capacity Grants  
Recipient Name: City of Shelton

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQSWCAP-2123-ShelPW-00155  
Project Title: 2021-2023 Biennial Stormwater Capacity Grants  
Recipient Name: City of Shelton

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
  - b) Be kept in a common file to facilitate audits and inspections.
  - c) Clearly indicate total receipts and expenditures related to this Agreement.
  - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,  
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no



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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F5)

Touch Date: 03/03/2022  
Brief Date: 03/15/2022  
Action Date: 04/05/2022

Department: Public Works  
Presented By: Ken Gill and Dom Miller

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
Western Gateway Engineering  
Contract Amendment No. 4

☐

Ordinance

☒ Dept. Head

☒

Resolution

☐ Finance Director

#### ATTACHMENTS:

☒

Motion

☐ Attorney

- Resolution No. 1234-0322
- Supplemental Agreement #4

☐

Other

☒ City Clerk

☒ City Manager

### DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In June of 2018, the Council approved a contract with Gray & Osborne Inc. in the amount of \$35,500, for a funding application-level design of the Western Gateway Project. The funding application-level design was submitted to the Transportation Improvement Board (TIB) and in November of that year, TIB announced the award of two grants for the project. Following the acceptance of the TIB grants, Council approved design Supplemental Agreement (also known as Contract Amendment) No. 1, which allowed Gray & Osborne to complete the design of the project, adding \$171,000 to the contract amount and extending the contract expiration date to June 1, 2020. At the time of the applications for TIB funding, the City intended to complete only the sidewalks and asphalt overlay, with limited stormwater improvements and City-funded water main improvements. During the preliminary design phase, a Project Public Meeting was held for citizens to provide feedback and input. Citizens voiced their desire for the project to have an outcome similar to the Downtown Connector Project, to which the City then elected to evaluate a more expansive corridor project to meet the requests of the citizens as well as the Downtown Visioning Plan. The expanded project would include road widening, bike lanes and street lighting, and trigger more extensive stormwater improvements for treatment and flow control. At the time, the City had also begun discussions with Simpson Timber Company for dedication of the railroad right-of-way to the City. The disposition of the railroad right-of-way represented an unknown with respect to a potential future trail along the railroad alignment versus bike lanes within the roadway section. The City engaged Gray & Osborne to prepare conceptual and preliminary plans and cost estimates for the expanded project. In 2020, while the new cost estimates were being figured, Supplemental Agreement No. 2 was executed, extending the contract expiration to December 31, 2021 but did not add any additional design costs. The City then pursued external and internal funding allocations to fund the increased project costs. The funding pursuits (PRTPO, Direct Appropriation) were largely unsuccessful and the City elected to return to the initial intended project. With the majority of the previously allocated design funds having been expended on reconfiguring the potentials of the railroad removal and the larger project, additional funds were needed to return the design to the reduced scope, as well as to increased stormwater elements that are now required as part of the City's Phase II Municipal Stormwater Permit. The new design scope brought forth Supplemental Agreement No. 3, which Council approved on October 19, 2021 through Resolution No. 1208-0921, adding \$100,000 to the design Contract.

The Western Gateway Project is funded in part by the State Transportation Improvement Board and Federal ARPA funding from the US Treasury. With the outside funding comes “strings” that require documentation of having Construction Management support. Since Gray & Osborne, Inc. completed the design of the project, as well as provided construction support to the City during construction of the Basin 3 Sewer Rehab project, they are considered the most qualified firm to perform Construction Management support on the Western Gateway project, which brings forth Supplemental Agreement No. 4. This new Supplemental Agreement will extend the Contract end date to March 1, 2023 and add \$339,000 to the Contract amount.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

Decline Construction Management services and risk loss of grant funding.

**BUDGET/FISCAL INFORMATION:**

Staff successfully secured two grants from TIB; an APP Overlay grant in the amount of \$410,400 and a Sidewalk grant in the amount of \$350,000. TIB grant amounts can increase or decrease based on the bid. Additionally, \$1,114,500 of the Federal American Rescue Plan Act (ARPA) funding is contributing to the project to pay for water main construction. The 2022 budget includes \$225,000 from the storm drainage utility, \$414,100 in traffic impact fees and \$134,200 from the Transportation Benefit District. The total funding available is the sum of these amounts (\$2,614,000). The fiscal year 2022 budget prepared last June had \$2,614,000 that included construction contingency. Inflation eroded this contingency, and a supplemental budget amendment will be prepared for approximately \$172,844 for water, \$75,035 for storm and \$112,553 for street at a future council meeting to pay for additional construction cost and the proposed scope and fee.

<b>Contract</b>	<b>End Date</b>	<b>Amount</b>	<b>Total Contract Amount</b>
Original	10/31/2018	\$35,500	\$35,500
Amend. No. 1	06/01/2020	\$171,000	\$206,500
Amend. No. 2	12/31/2021	\$0.00	\$206,500
Amend. No. 3	04/30/2022	\$100,000	\$306,500
Amend. No. 4	03/01/2023	\$339,000	\$645,500

**STAFF RECOMMENDATION/MOTION:**

Staff recommends: *“I move to place Resolution Number 1234-0322 on the April 5<sup>th</sup>, 2022 action agenda for further consideration”.*

**RESOLUTION NO. 1234-0322**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO APPROVE SUPPLEMENTAL AGREEMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GRAY & OSBORNE, INC. TITLED, ACCESS SHELTON PHASE IV, WEST DOWNTOWN (WESTERN GATEWAY)**

**WHEREAS**, on June 19, 2018, the City Council approved a \$35,500 Contract with Gray & Osborne, Inc. for funding application-level design efforts for Access Shelton Phase IV, West Downtown, now known as the Western Gateway Project; and

**WHEREAS**, the funding application-level design was completed and submitted to the Transportation Improvement Board (TIB) to apply for an Arterial Preservation Program Grant and a Sidewalk Grant; and

**WHEREAS**, on May 7, 2019, following the award of the two TIB Grants, the Council approved Supplemental Agreement No. 1 to the Contract with Gray & Osborne, authorizing an additional \$171,000 be spent on the design efforts and extending the Contract end date to June 1, 2020; and

**WHEREAS**, Project Public Meetings were held where citizen input was heard, the desire to expand the project to align with the Downtown Visioning Plan, and discussions with Simpson Timber Company possibly dedicating the railroad right-of-way to the City, resulted in multiple changes from the initial design concept; and

**WHEREAS**, In June of 2020, Supplemental Agreement No. 2 was executed, extending the Contract end date to December 31, 2021, while Gray & Osborne worked to prepare new conceptual and preliminary plans and cost estimates for the changes; and

**WHEREAS**, in an effort to fund the increased project costs, the City pursued additional external and internal funding allocations; and

**WHEREAS**, the funding pursuits were largely unsuccessful, and the City elected to return to the initial intended project; and

**WHEREAS**, on October 19th, 2021, Council adopted Resolution number 1208-0921, approving Supplemental Agreement No. 3 which added \$100,000 to the Contract and extended the contract end date to April 30, 2022, allowing Gray & Osborne Inc. to complete design efforts; and

**WHEREAS**, the project is now ready to commence construction and Construction Management efforts are needed in order to assist the City with Project Engineering and construction inspection services; and

**WHEREAS**, Gray & Osborne, Inc. is the most qualified to perform Construction Management on this project since they are the design firm of record, as well as previously provided Construction Management Support to the City during construction of the 2019 Basin 3 Sewer Rehabilitation Project; and

**WHEREAS**, Gray & Osborne, Inc. has proposed Supplemental Agreement No. 4, which will extend the Contract end date to March 1, 2023 and add \$339,000 to the Contract amount, to provide Construction Management support to the City.

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton that the City Manager is authorized to sign Supplemental Agreement No. 4 to the Professional Services Contract with Gray & Osborne, Inc. to allow for Construction Management Support on the Western Gateway Project.

**INTRODUCED** on the 15<sup>th</sup> day of March 2022 and **PASSED** by the City Council at its regular meeting held on this 5<sup>th</sup> day of April 2022.

ATTEST:

\_\_\_\_\_  
Mayor Onisko

\_\_\_\_\_  
City Clerk Nault



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number</b> <u>04</u>		Organization and Address	
Original Agreement Number		Gray & Osborne, Inc. 2102 Carriage Drive Building I Olympia, WA 98502	
Project Number		Phone: (360) 292-7481	
Project Title Access Shelton Phase IV, West Downtown		Execution Date April 5, 2022	Completion Date March 1, 2023
(Western Gateway)		New Maximum Amount Payable \$645,500	
Description of Work Construction Management Services for the construction of water main, curb, gutter, sidewalks, ADA ramps on Railroad Avenue from 8th Street to City Limits.			

The Local Agency of the City of Shelton

desires to supplement the agreement entered in to with Gray & Osborne, Inc.

and executed on June 19, 2018 and identified as Agreement No. Access Shelton Phase IV, West Downtown (Western Gateway)

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

**I**

Section 1, SCOPE OF WORK, is hereby changed to read:

The Scope of Work has been divided into three phases; Phase A, Phase B, and Phase C. The projected level of additional effort required for SERVICES for Phase A, Railroad Ave from 8th Street to City Limits, are described in Exhibit A-4 attached hereto and by this reference made a part of the AGREEMENT. The Scope of Work was developed utilizing performance based contracting methodologies. Scope and Budget for remaining phases will be added via additional

**II**

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: March 1, 2023

**III**

Section V, PAYMENT, shall be amended as follows:

The CONSULTANT shall be paid for SERVICES as specified on Exhibits "A-4A" attached hereto and by this reference made a part of the AGREEMENT. Payment for these additional services shall not exceed \$339,000.00, for a new maximum amount payable of \$645,500.00.

~~as set forth in the attached Exhibit A, and by this reference made a part of this supplement.~~

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
Consultant Signature

\_\_\_\_\_  
Approving Authority Signature

\_\_\_\_\_  
Date

## **EXHIBIT A-4**

### **SCOPE OF WORK**

#### **CITY OF SHELTON CONSTRUCTION ASSISTANCE – WESTERN GATEWAY**

#### **PROJECT UNDERSTANDING**

The City Western Gateway Project includes the following major items of construction:

- Overlay of Railroad Avenue between City limits west of Pacific Court and 8<sup>th</sup> Street.
- Replacement of existing curb ramps along Railroad Avenue with ADA-compliant curb ramps.
- Installation of stormwater collection and infiltration facilities.
- Installation of a new bus stop shelter to the east of Pacific Court.
- Installation of new 12-inch ductile iron water main in Railroad Avenue over the full length of the project with connections to existing intersecting water mains at Pacific Court, at 12<sup>th</sup> Street, and at 8<sup>th</sup> Street. Replacement of fire hydrants and water services within the project limits.
- Replacement of existing concrete curb, gutter, and sidewalk on the south side of Railroad Avenue from the City limits to 12<sup>th</sup> Street and both sides of Railroad Avenue from 12<sup>th</sup> Street to 8<sup>th</sup> Street.
- Replacement of existing concrete driveway approaches to private properties.
- Installation of block walls and chain link fence intermittently on the south side of Railroad Avenue from the City limits to 12<sup>th</sup> Street.

The contract time for the project is a total of 120 working days, or approximately 24 weeks. The City has requested assistance for the construction phase of the project.

#### **SCOPE OF WORK**

The engineering services include the following construction assistance tasks.



### **Task 1 – Final Design Tasks**

- A. Perform field survey for additional utilities and areas outside existing road prism.
- B. Revise design of stormwater collection and infiltration facilities to incorporate alternate alignments and approach.
- C. Revise design of water main crossings and connections to existing water mains based on confirmed horizontal and vertical information from potholing information provided by the City.
- D. Revise design of walls, fencing, and driveways for transitions to private properties based on confirmed locations of right-of-way boundaries.
- E. Revise design of bus pullout and associated grading, paving, concrete curb, gutter and sidewalk, revisions to existing ditch, and bus shelter pad to meet City and Mason Transit Authority requirements.
- F. Incorporate City selections for scope of roadway improvements, transitions to 9<sup>th</sup> Street project, modifications to railroad tracks, and tree removal.

### **Task 2 – Bid and Award Services**

- A. Answer bid inquiries during the bid phase. Provide design document interpretation.
- B. Prepare bid addenda.
- C. Attend bid opening and assist the City with the bid opening process.
- D. Review bids and prepare bid tabulation and award recommendation.

### **Task 3 – Preconstruction Services**

- A. Prepare Conformed Documents (Plans and Specifications) with incorporation of the addenda issued during the bid phase.
- B. Preconstruction Meeting – Coordinate and conduct a preconstruction conference to establish administrative procedures for the project.

#### **Task 4 – Construction Contract Administration**

- A. Construction Schedule – Review and comment on the contractor’s construction schedule. Monitor the contractor’s progress in relation to the schedule. Keep the parties advised on the time limit as it relates to the performance schedule.
- B. Construction Meetings – Coordinate and conduct weekly construction meetings over the duration of the construction phase. Major meeting items are to include schedule status, construction progress, construction issues, change order proposals, submittals, and pay estimates.
- C. Monthly Progress Estimates – Review the contractor’s monthly progress payment requests.
- D. Project Closeout – Assist the City with obtaining bonds, warranties, and as-built drawings from the contractor. Prepare record drawings.

#### **Task 5 – Office Engineering**

- A. Review Submittals – Review material and non-material submittals for compliance with design intent and general conformity to the contract drawings and specifications.
- B. Review “Or Equal” Products – Review proposals from the contractor to substitute an “or equal” product for a specified product based on design intent and general conformity to the contract drawings and specifications.
- C. Clarify Design Intent – Respond to the contractor’s questions and provide interpretation of the contract specifications and drawings which address and clarify design intent. Prepare supplementary sketches to clarify conditions. Maintain records of telephone meetings concerning design intent.
- D. Evaluate Change Orders – Estimate the added or reduced cost of changes during construction to be used in negotiation of contract change orders. Provide engineering design for change orders as directed by the City. Evaluate the impact of change orders on the construction schedule and recommend eligible time extensions.
- E. Provide office support for field activities.
- F. Project includes funding from the Washington State Transportation Improvement Board and United States Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds. At the conclusion of

the project, an audit is expected for compliance with the funding requirements. Provide construction documentation and support for City staff through the audit process.

#### **Task 6 – Construction Monitoring**

- A. Provide inspection for the duration of the project. Provide training of City inspector for the duration of the project. The Gray & Osborne resident inspector will keep track of daily quantities, maintain daily reports, prepare payment requests, prepare and maintain the field set of record drawings, provide general paperwork, and communicate directly with the project manager. The City inspector, under supervision of the Gray & Osborne resident inspector, will assist with the tracking of daily quantities and maintaining daily reports. The fee proposal assumes 110 working days of full-time inspection by the Gray & Osborne resident inspector.
- B. Perform geotechnical inspections as needed during construction to evaluate road subgrades, trenches, wall foundations, and unsuitable material that may be encountered. Geotechnical services to be provided by the subconsultant (PanGEO, Inc.). The fee proposal assumes three geotechnical inspections.
- C. Conduct Final Inspections – Conduct substantial completion inspections, punch lists, review compliance, and recommend acceptance by the City.

#### **Task 7 – Construction Survey**

- A. Conduct field surveys to assist the contractor with construction regarding clearing limits, saw cutting, demolition, curbs, storm drainage, subgrade, water main, and channelization per the project specifications. Both horizontal and vertical staking are to be provided as required to allow the contractor to construct the improvements and as included in the project specifications.
- B. Construction survey assumes 12 full days of work of a two-person crew to complete the field work. The contractor is to provide traffic control sufficient to permit the survey crew to set the points and elevations.
- C. Reference monuments to be disturbed to allow for replacement. Prepare documentation in accordance with state requirements for disturbance and replacement of any monuments.

## **BUDGET**

Based on the scope of work described above, the total estimated cost for completing the engineering services tasks is \$339,000, as shown in the attached Exhibit A-4A.

## EXHIBIT A-4A

### ENGINEERING SERVICES SCOPE AND ESTIMATED COST

*City of Shelton - Construction Assistance - Western Gateway*

Tasks	Principal/ Project Manager Hours	Project Engineer Hours	AutoCAD Technician Hours	Field Inspector Hours	Professional Land Surveyor Hours	Survey Technician Hours	Survey Crew Hours
1 Final Design Tasks	40	96	120		12	8	20
2 Bid and Award Services	6	16	16				
3 Preconstruction Services	8	20	12	8			
4 Construction Contract Administration	120	96	48				
5 Office Engineering	96	96	96				
6 Construction Monitoring	40	56		880			
7 Construction Survey	8	16	32		40	40	120
Hour Estimate:	318	396	324	888	52	48	140
Estimated Hourly Rates:	\$200	\$160	\$100	\$142	\$170	\$130	\$230
Direct Labor Cost	\$63,600	\$63,360	\$32,400	\$126,096	\$8,840	\$6,240	\$32,200

Total Fully Burdened Labor Cost: \$ 332,736

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 2,964

Subconsultants

Geotechnical (PanGEO, Inc.) \$ 3,000

Subconsultant Overhead (10%) \$ 300

**TOTAL ESTIMATED COST: \$ 339,000**

\* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.