



Shelton City Council  
Meeting Agenda – Virtual Platform  
April 5, 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. Voucher number 107233 in the amount of \$302.34
2. Vouchers numbered APA000055 through APA000114 in the total amount of \$83,702.13
3. Vouchers numbered APA000115 through APA000181 in the total amount of \$300,406.95
4. Vouchers numbered APA000182 through APA000214 in the total amount of \$177,613.71
5. Minutes:
  - Business Meeting of March 1, 2022
  - Study Session of March 8, 2022
  - Business Meeting of March 15, 2022

**D. Presentations**

1. Proclamation – Child Abuse Prevention Month

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

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

1. Resolution No. 1227-0222 EMS Replacement Levy – Presented by City Manager Jeff Niten
2. Resolution No. 1233-0322 Surplus of 218 S 5<sup>th</sup> Street – Presented by Community Development Director Mark Ziegler
3. Ordinance No. 1985-0322 Sign Regulations – Presented by City Manager Jeff Niten
4. Ordinance No. 1986-0322 Graffiti Abatement – Presented by City Manager Jeff Niten

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

1. MACECOM Facilities 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. 1234-0322 Western Gateway Engineering Contract Amendment No. 4 – Presented by City Engineer Ken Gill
5. Bargaining Agreement with Customer Service – Presented by Administrative Services Director Michelle Sutherland

**H. Administration Reports**

1. City Manager Report

**I. New Items for Discussion**

**J. Announcement of Next Meeting – April 19, 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. 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> <li>Public Hearing Ordinance No. 1984-0222 Shelton Municipal Code Chapter 20.08 and 20.64</li> <li>Resolution No. 1235-0322 Approval of City Manager Contract</li> <li>Resolution No. 1231-0222 ILA with MTA</li> <li>Resolution No. 1236-0322 EM&amp;R Dump Truck Purchase</li> </ul> Action Agenda <ul style="list-style-type: none"> <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> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 4/8 – 5:00 p.m.
Tues. 4/26 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>High School Representative on Council</li> <li>Movie Nights in the Park</li> </ul>	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> <li>Ordinance No. 1984-0222 Shelton Municipal Code Chapter 20.08 and 20.64</li> <li>Resolution No. 1235-0322 Approval of City Manager Contract</li> <li>Resolution No. 1231-0222 ILA with MTA</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 <ul style="list-style-type: none"> <li>FCS Group - ER&amp;R Presentation</li> </ul>	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> </ul>	Packet Items Due: 5/6 – 5:00 p.m.

		<ul style="list-style-type: none"> <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>	
Tues. 5/24 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 5/20 @ noon
Tues. 6/7 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>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 5/27 – 5:00 p.m.
Tues. 6/14 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 5/10 @ noon
Tues. 6/21 5:45 p.m.	SMPD 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>•</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>	Packet Items Due: 5/10 – 5:00 p.m.
Tues. 6/21 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> <li>• April 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: 5/10 – 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 voucher number 107233 in the total amount of \$302.34 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 11<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

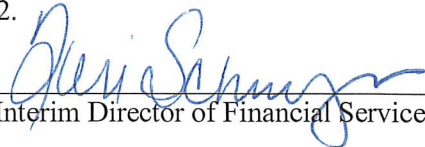
\_\_\_\_\_  
Councilmember Deidre Peterson

\_\_\_\_\_  
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 herein vouchers number APA000055 through number APA000114 in the total amount of \$83,702.13 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 11<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

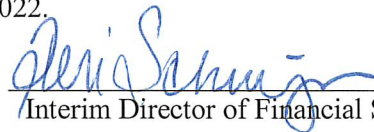
\_\_\_\_\_  
Councilmember Kathy McDowell

\_\_\_\_\_  
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 herein vouchers number APA000115 through number APA000181 in the total amount of \$300,406.95 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 18<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 herein vouchers number APA000182 through number APA000214 in the total amount of \$177,613.71 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 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



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

City Council Meeting Minutes

March 1, 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  
Community Development Director Mark Ziegler  
City Engineer Ken Gill

### **CALL TO ORDER**

Call to Order: 6:00 p.m.

Pledge of Allegiance: Councilmember Boad

Roll Call: City Clerk Nault – All present

### **LATE CHANGES TO THE AGENDA**

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**

None

### **CONSENT AGENDA**

1. Vouchers numbered 107019 in the total amount of \$1,500.00.
2. Vouchers numbered 107040 through 107087 in the total amount of \$413,951.07.
3. Voucher numbered 107092 through 107155 in the amount of \$234,011.53.
4. Minutes from Business Meeting of February 1, 2022.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Gutierrez to approve the Consent Agenda as publish. Passed.

### **PRESENTATIONS**

1. Shelton Veterans Village – Presented by Quixote Communities Executive Director Colleen Carmichael

Executive Director Carmichael provided an update on the Veterans Village project, program services, and the project timeline. Discussion followed.

## **GENERAL PUBLIC COMMENT**

Mr. Andrews

## **BUSINESS AGENDA**

No business items.

## **ACTION AGENDA**

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

City Manager Niten reviewed Ordinance No. 1982-0122. No discussion. No public comment. City Clerk Nault provided the second reading of Ordinance No. 1982-0122.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Schirman to adopt Ordinance No. 1982-0122 as presented. Passed.

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

City Manager Niten reviewed Ordinance No. 1983-0122. Discussion followed. Public comment: Karen Rice. City Clerk Nault provided the second reading of Ordinance No. 1983-0122.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Gutierrez to table this item to allow further discussion. Deputy Mayor Schmit called a Point of Order. Mayor Onisko asked Deputy Mayor Schmit to state his point. Deputy Mayor Schmit stated he should have specified a date for further discussion to occur. City Manager Niten reported the April 12, 2022 Study Session was available. Deputy Mayor Schmit withdrew his original motion.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Schirman to table this item until the April 12, 2022 Study Session. Discussion followed. Ayes: Mayor Onisko, Deputy Mayor Schmit, Councilmembers Gutierrez, McDowell, Peterson and Schirman. Opposed: Councilmember Boad.

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

Community Development Director Ziegler reviewed the recommendations for candidate appointments to the advisory committee. Discussion followed. No public comment.

A motion was made by Councilmember Peterson and seconded by Councilmember Gutierrez to appoint Debra Dozier, Sue Patterson, Melissa Stearns and Mel Schneider to the Parks and Recreation Advisory Committee. 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. City Clerk Nault provided the reading of Resolution No. 1226-0222.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Peterson to adopt Resolution No. 1226-0222 as presented. Passed.

**ADMINISTRATION REPORT – City Manager Jeff Niten**

- Event – Empty Bowls
- Western Gateway Project
- Mask Mandate ends March 11, 2022.
- Review - Looking Ahead

**NEW ITEMS FOR DISCUSSION**

None

**ANNOUNCEMENT OF NEXT MEETING**

Study Session – March 8, 2022 at 6:00 p.m.

City Council meeting – March 15, 2022 at 6:00 p.m.

**MEETING ADJOURN**

Mayor Onisko adjourned the meeting at 6:47 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

March 8, 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

### **CALL TO ORDER**

Call to Order: 6:00 p.m.

Roll Call: City Clerk Donna Nault – All Present

### **STUDY AGENDA**

1. Sign Ordinance – Presented by City Manager Jeff Niten

City Manager Niten reviewed updates to Shelton Municipal Code 20.38 relating to signs and sign structures. Discussion followed.

2. Graffiti Ordinance – Presented by City Manager Jeff Niten

City Manager Niten reviewed the potential addition of Chapter 8.80 Graffiti to the Shelton Municipal Code. Discussion followed.

### **NEW ITEMS FOR DISCUSSION**

None

### **ADJOURN**

Mayor Onisko adjourned the meeting at 6:46 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault





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

City Council Meeting Minutes

March 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  
Community Development Director Mark Ziegler  
City Engineer Ken Gill

### **CALL TO ORDER**

Call to Order: 6:00 p.m.

Pledge of Allegiance: Councilmember McDowell

Roll Call: City Clerk Nault – All present

### **LATE CHANGES TO THE AGENDA**

None

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

### **CITY COUNCIL REPORTS**

None

### **CONSENT AGENDA**

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

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

## **PRESENTATIONS**

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

Executive Director Heywood provided an overview of the Timberland Regional Library 2021 State of the Library and several 2022 initiatives. Discussion followed.

## **GENERAL PUBLIC COMMENT**

None

## **BUSINESS AGENDA**

1. MACECOM Lease – Presented by Community Development Director Mark Ziegler

Deputy Mayor Schmit recused himself from the discussion and any action to be taken on the MACECOM Lease due to a conflict of interest.

Community Development Director Ziegler reviewed the MACECOME Facilities Lease. No discussion. No public comment.

A motion was made by Councilmember Peterson and seconded by Councilmember Boad to place the MACECOM Facilities Lease on the April 5, 2022 City Council action agenda for further consideration. Passed.

2. Resolution No. 1229-0222 Acknowledging Receipt of Petition for Annexation – Presented by Community Development Director Mark Ziegler

Community Development Director Ziegler reviewed the notice of intent to petition for annexation. Discussion followed. No public comment.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Peterson to place Resolution No. 1229-0222 on the April 5, 2022 City Council action agenda for further consideration. Passed.

3. Resolution No. 1230-0222 Western Gateway Project Award – Presented by City Engineer Ken Gill

City Engineer Gill reviewed the construction project, and the bid opening results. No discussion. No public comment.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Boad to place Resolution No. 1230-0222 on the April 5, 2022 action agenda for further consideration. Passed.

4. Resolution No. 1232-0322 21-23 Stormwater Capacity Grant Acceptance – Presented by City Engineer Ken Gill

City Engineer Gill reviewed the Biennial Stormwater Capacity Grant. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No.1232-0322.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Boad to adopt Resolution No. 1232-0322 as presented. Passed.

5. Resolution No. 1234-0322 Western Gateway Contract Amendment No. 4 – Presented by City Engineer Ken Gill

City Engineer Gill provided an overview of the Western Gateway project and the contract amendment. Discussion followed. No public comment.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Boad to place Resolution No. 1234-0322 on the April 5, 2022 action agenda for further consideration. Passed.

### **ACTION AGENDA**

No action items.

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

- Thank you to the 35<sup>th</sup> District Legislative Delegates
- Special Events – Downtown St. Patrick’s Day Celebration
- Review Looking Ahead

### **NEW ITEMS FOR DISCUSSION**

- High School students as non-voting City Councilmembers.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Peterson to forward this item to a future study session. Passed.

### **ANNOUNCEMENT OF NEXT MEETING**

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

City Council meeting – April 5, 2022 at 6:00 p.m.

### **MEETING ADJOURN**

Mayor Onisko adjourned the meeting at 6:44 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault



**City of Shelton**  
**DESIGNATING APRIL 2022 AS CHILD ABUSE PREVENTION MONTH**  
**PROCLAMATION**

**WHEREAS**, the City of Shelton recognizes our future rests in the hands of our most vulnerable and cherished assets- our children; and

**WHEREAS**, all children deserve to live in safe, stable, and nurturing environments which promote their healthy growth and development; and

**WHEREAS**, child abuse, neglect and other trauma are recognized as serious public health problems affecting both the current and future quality of life in our community; and

**WHEREAS**, it is the responsibility of our community to ensure parents, caregivers and other adults who influence the health and well-being of children have the support, knowledge and concrete resources necessary to ensure all children thrive to their greatest potential; and

**WHEREAS**, effective child abuse prevention strategies succeed because of partnerships among agencies, schools, religious organizations, law enforcement agencies, health care providers, and the business community; and

**WHEREAS**, we, as City of Shelton residents, continue our commitment to protecting all members of our community, and call upon all citizens to join together to increase public safety and prevent further abuse and neglect of our children.

**NOW THEREFORE**, the Shelton City Council does hereby proclaim April 2022 as Child Abuse Prevention month in the City of Shelton, and urges all citizens, communities, state agencies, faith groups, medical facilities, elected leaders, medical providers, educators, and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

Signed this 5<sup>th</sup> day of April 2022.

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Mayor Eric Onisko



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

Touch Date: 03/08/2022  
Brief Date: 04/05/2022  
Action Date: 04/19/2022

Department: Executive  
Presented By: Jeff Niten

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
EMS Replacement Levy

☐

Ordinance

☒ Dept. Head

TS

☐ Finance Director

ATTACHMENTS:  
Resolution No. 1227-0222

☒

Resolution

☒ Attorney

KH

☒

Motion

☒ City Clerk

DN

☐

Other

☒ City Manager

JN

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

The City of Shelton, in an effort to maintain efficient and effective emergency medical services, is proposing a replacement EMS Levy for the residents to consider during the August 2022 election.

This resolution would allow city staff to place the replacement levy on the August ballot, and is requesting 50 cents per thousand dollars of assessed valuation. Voters approved similar levys for emergency medical services in 1998, 2004, 2010 and 2016.

### ANALYSIS/OPTIONS/ALTERNATIVES:

If not placed on the ballot for voter consideration, emergency medical services would need to be paid out of the city's general fund, approximately \$350,000 per year.

### BUDGET/FISCAL INFORMATION:

This levy currently generates approximately \$350,000 per year in revenue.

### PUBLIC INFORMATION REQUIREMENTS:

Information may be obtained from the City Clerk

### STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1227-0222 on the City Council Action Agenda for April 19, 2022 for further consideration".

## **RESOLUTION NO. 1227-0222**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON, PROVIDING FOR THE SUBMISSION OF A PROPOSITION TO THE QUALIFIED VOTERS OF THE CITY OF SHELTON AT THE SPECIAL ELECTION TO BE HELD ON AUGUST 2, FOR THEIR APPROVAL OR REJECTION A SIX-YEAR LEVY IN THE AMOUNT OF 50 CENTS PER ONE THOUSAND DOLLARS OF ASSESSED VALUE OF PROPERTY, TO FUND EMERGENCY MEDICAL SERVICES.**

WHEREAS, RCW 84.52.069 provides that, for the purpose of funding emergency medical services (EMS), a City may impose additional regular property tax levies in an amount equal to fifty cents or less per one thousand dollars of the assessed value of property in the taxing district in each year for six consecutive years, when specifically authorized so to do by a majority of at least three-fifths of forty percent voters in the last general election; and

WHEREAS, in 1998, 2004 and 2010 the voters of the City of Shelton approved six-year EMS levies in the amount of 50 cents or less per one thousand dollars of assessed valuation, and in 2016 the voters approved a levy in the amount of 50 cents per one thousand dollars of assessed valuation; and

WHEREAS, the levy approved by the voters in 2016 expires on December 31, 2022; and

WHEREAS, EMS is a vital service for the citizens of Shelton; and

WHEREAS, the City Council has determined that there is a need to renew the EMS levy at the rate of 50 cents per \$1,000/assessed valuation in order to continue to provide effective services.

NOW, THEREFORE, the City Council of the City of Shelton, Washington, does resolve as follows:

Section 1. Necessity of renewing Emergency Medical Services levy. It is vital for Shelton's citizens to have EMS, and a renewed EMS levy is necessary to secure continued funding for these services.

Section 2. Call for election. The City Council of the City of Shelton hereby calls for submission of a proposition to the qualified electors of the City asking whether an EMS levy of 50 cents or less per \$1,000 assessed valuation shall be approved. The Mason County Auditor, as *ex officio* supervisor of elections in Mason County, is hereby requested to call a special election in the City of Shelton on August 2, 2022.

Section 3. Ballot Proposition. The proposition to be submitted to the electorate of the City of Shelton shall read substantially as follows:

PROPOSITION 1

EMERGENCY MEDICAL SERVICES LEVY

The Shelton City Commission passed Resolution No. 1227-0222, to allow voters to decide whether to renew a regular property tax levy in the amount of 50 cents or less per thousand dollars of assessed valuation for each of six consecutive years, for the purpose of providing emergency medical services and acquiring equipment in order to provide emergency medical services.

Shall the City of Shelton be authorized to impose a regular property tax levy of 50 cents or less per thousand dollars of assessed valuation for each of six consecutive years?

Yes ☐

No ☐

Section 4. The City Clerk shall present a copy of this Resolution to the Mason County Auditor no later than eighty-four (84) days prior to the August 2, 2022 election date.

ADOPTED by the Council of the City of Shelton and approved by the Mayor this 19<sup>th</sup> day of April 2022.

ATTEST:

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

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



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

Touch Date: 03/15/2022  
Brief Date: 04/05/2022  
Action Date: 04/19/2022

Department: Community Development  
Presented By: Mark Ziegler

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**Surplus of structure at 218 South  
5<sup>th</sup> Street**

☐

Ordinance

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

#### ATTACHMENTS:

**Resolution No. 1233-0322  
Photos**

☒

Resolution

☒

Motion

☐

Other

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

The residential structure on the City owned parcel at 218 South 5<sup>th</sup> Street is unfit habitation, is unsightly and nearing a nuisance structure per Shelton Municipal Code. It is open to rodents and presence of mold is obvious. The primary function for approximately 20 years has been as a storage facility for City departments. Staff is seeking approval to surplus the structure with the intent to abate.

Prior and during abatement, training opportunities for first responders have been identified. The Police Department would practice breaching techniques on a building that is not occupied, and Central Mason Fire and Emergency Services would conduct a training burn to provide live fire training to fire academy students.

The remnants of the structure would be disposed of, and the resulting area would be seeded to match the surrounding property.

Staff has contacted local entities Mason County Habitat for Humanity and Mason County Historical Society and salvage companies Earthwise and Second Use for salvage opportunities.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

N/A

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

"I move to place Resolution No. 1233-0322 on the April 19, 2022 City Council action agenda for further consideration".



**RESOLUTION NO. 1233-0322**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, DECLARING CITY PROPERTY SURPLUS TO THE NEEDS OF THE CITY, AND DISPOSING OF SUCH PROPERTY FOR THE COMMON BENEFIT**

**WHEREAS**, RCW 35A.11.010 and 35A.79.010 allow a municipal code city to dispose of surplus property for the common benefit; and

**WHEREAS**, the City owns the property located at 218 South 5<sup>th</sup> Street; and

**WHEREAS**, an approximately 1,082 square foot residential structure is located on the property; and

**WHEREAS**, the structure is unfit for residential uses or renovation; and

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City to dispose of the structure;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Shelton, Washington, as follows:

1. The structure located at 218 South 5<sup>th</sup> Street has an assessed value of \$37,235.
2. The structure is declared surplus to the needs of the City.
3. The property herein declared surplus will be disposed of in accordance with City Policy.

Passed by the City Council at its regular meeting held on the 19<sup>th</sup> day of April 2022.

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Mayor Onisko

ATTEST:

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City Clerk Nault































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

Touch Date: 03/08/2022  
Brief Date: 04/05/2022  
Action Date: 04/19/2022

Department: Executive  
Presented By: Jeff Niten

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
**Sign Regulations**

☒ Ordinance

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:  
**- Ordinance No. 1985-0322**

☐ Resolution

☒ Motion

☐ Other

03/24/2022

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

City staff have been analyzing proposed updates to the Shelton Municipal Code to ensure clarity and to provide concise regulations intended to address development and quality of life in the community. One of the code sections identified was SMC 20.38 Signs.

Several proposed changes to the code were identified by staff and presented to the City Council in a study session held on March 8, 2022. At that time Council requested staff address elements of the proposed code related to temporary (blade) signs, and a threshold value requiring conformance with current code.

Staff has further revised the Ordinance including Sec. 20.38.030 Temporary signs to ensure that the provisions of this proposed Chapter regulate blade or teardrop signs similar to other temporary signs. Additionally, staff expanded Sec. 20.38.120 Permanent signs – nonconforming signs to include a threshold value of 25% and a sign permit issued by the City before compliance with current sign regulations shall be required.

### ANALYSIS/OPTIONS/ALTERNATIVES:

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

### BUDGET/FISCAL INFORMATION:

None

### PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

### STAFF RECOMMENDATION/MOTION:

"I move to place Ordinance No. 1985-0322 on the April 19, 2022 action agenda for further consideration".

## **ORDINANCE NO. 1985-0322**

### **AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, REPEALING CHAPTER 20.38 OF THE SHELTON MUNICIPAL CODE AND ENACTING A NEW CHAPTER 20.38 RELATING TO THE REGULATION OF TEMPORARY AND PERMANENT SIGNS**

WHEREAS, local governments have authority to regulate temporary and permanent signs in order to protect the public health, welfare, and safety, including aesthetics; and

WHEREAS, temporary and permanent signs are forms of free speech, which are protected by the First Amendment to the U.S. Constitution and Article 1 sec. 7 of the Washington State Constitution; and

WHEREAS, federal and state court cases prohibit the City from regulating signs according to their content but allow the City to regulate the time, place, and manner of signage; and

WHEREAS, the existing Shelton sign code, Chap. 20.38 SMC, is extraordinarily lengthy and complicated, containing over 9,000 words and 24 sections; and

WHEREAS, many provisions of the existing code are either obsolete, not enforced, or in conflict with recent Constitutional law decisions; and

WHEREAS, the new code adopted by this Ordinance is significantly simpler and approximately half as long as the existing code; and

WHEREAS the new code adopted by this Ordinance is consistent with current constitutional law.

NOW, THEREFORE, the Shelton City Council does ordain as follows:

**Section 1.** Chapter 20.38 of the Shelton Municipal Code is repealed in its entirety.

**Section 2.** A new Chapter 20.38 of the Shelton Municipal code is adopted to read as follows:

#### **Chapter 20.38**

#### **SIGNS**

##### **20.38.010 Intent.**

The intent of this chapter is to provide minimum standards to safeguard life, health, property and public welfare by regulating the number, size, design, quality of materials, construction, location, electrification and maintenance of signs and sign structures.

### **20.38.020 Definitions.**

For the purpose of this chapter, definitions as defined herein and certain abbreviations, terms, phrases, words and their derivatives shall be construed as specified in this section.

“Abandoned sign” means any sign that no longer identifies or advertises a bona fide business, lessor, service, owner, product, or activity, and/or for which no legal owner can be found. A permanent sign is presumed abandoned 365 days after permanent closure of the associated business or enterprise.

“Animated sign” means any sign which includes action or motion or the optical illusion of action or motion, or color changes of all or any part of the sign facing, requiring electrical energy, or set in motion by movement of the atmosphere.

“Awning” or “canopy” means a temporary shelter supported entirely from the exterior wall of a building. See Figure 1.

“Blade sign” means a temporary sign constructed of cloth, canvas, plastic fabric, or similar light-weight, nonrigid material and supported by a single vertical pole. Blade signs are also referred to as “feather banners” or “teardrop signs.”

“Changing message center sign” means an electronically or electrically controlled sign where different automatic changing messages are shown on the same lamp bank.

“Flashing sign” means any sign which contains an intermittent or flashing light source or which includes the illusion of intermittent or flashing light by means of animation or an externally mounted intermittent light source.

“Freestanding sign or pole sign” means any sign which is supported by one or more uprights, poles or braces in or upon the ground, that is greater than forty-two inches from the ground to the top of the sign. See Figure 1

“Freeway oriented sign” means a freestanding or pole sign that is allowed for certain properties fronting State Route 101.

“Frontage” means the linear distance of property along a street or highway.

“Ground sign” means a sign supported by a wide base of solid appearance that is a minimum of one-half the sign width. See Figure 1

“Height” or “height of sign” means the vertical distance to the highest point of a sign or any vertical projection thereof, including its supporting columns. The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the newly established grade after construction, exclusive of any filling, berming, mounding, or excavating solely for the purpose of locating the sign.

“Landscaping” means any material used as a decorative feature, such as shrubbery or planting materials, planter boxes, concrete bases, brick work, decorative framing or pole covers, used in conjunction with a sign.

“Mansard roof” means a sloped roof or roof-like facade architecturally able to be treated as a building wall.

“Marquee” means a permanent roofed structure attached to, and supported by, the building.

“Multiple building complex” means a group of structures each housing at least one retail business, office, commercial venture or independent or separate part of a business which shares the same lot, access and/or parking facilities.

“Multiple occupancy building” means a single structure housing more than one retail business, office or commercial enterprise.

“Off-premises sign” means a sign that directs attention to a business, commodity, service or entertainment conducted, sold or offered at a location other than the premises on which the sign is located.

“Permanent sign” means a sign that is constructed of durable material such as wood, stone, or metal, securely anchored to the ground or support structure, that is intended to remain for an indefinite period of time.

“Projecting sign” means a sign which projects twelve inches or more from, and is supported by, a wall of a building or structure. See Figure 1

“Roof sign” means any sign erected upon, against or directly above a roof or on top of or above the parapet of a building. A sign shall be considered a flush-mounted sign if it is erected upon a mansard roof, or any other surface meeting the definition of a wall, as contained in the International Building Code. See Figure 1.

“Searchlight” means an apparatus containing an electric light and reflector on a swivel for projecting a far-reaching beam in any desired direction.

“Shopping center” means a commercial development whereupon there are located a number of commercial activities in separate ownership or lease, in which there are appurtenant shared facilities, such as parking and pedestrian mall, and which is designed to provide a single area in which the public can obtain varied products and services.

“Sidewalk or sandwich board sign” means a portable sign having a maximum height of forty-two inches, and a maximum width of twenty-four inches.

“Sign” means any medium, including structural and component parts, that is used or intended to be used to attract attention to the subject matter for advertising, identification, entertainment, or informative purposes. The scope of the term “sign” does not depend on the content of the message or image conveyed.

“Sign area” means the entire area of a sign on which copy is to be placed. Only one side of a double-faced sign shall be included. The area of painted signs, individual letter signs and other indirectly illuminated signs shall be calculated on the basis of the smallest rectangle, circle or spherical figure that will enclose the entire copy area of the sign. Any such calculation shall include the areas between letters and lines, as well as the areas of any devices, illuminated or nonilluminated, which are intended to attract attention.

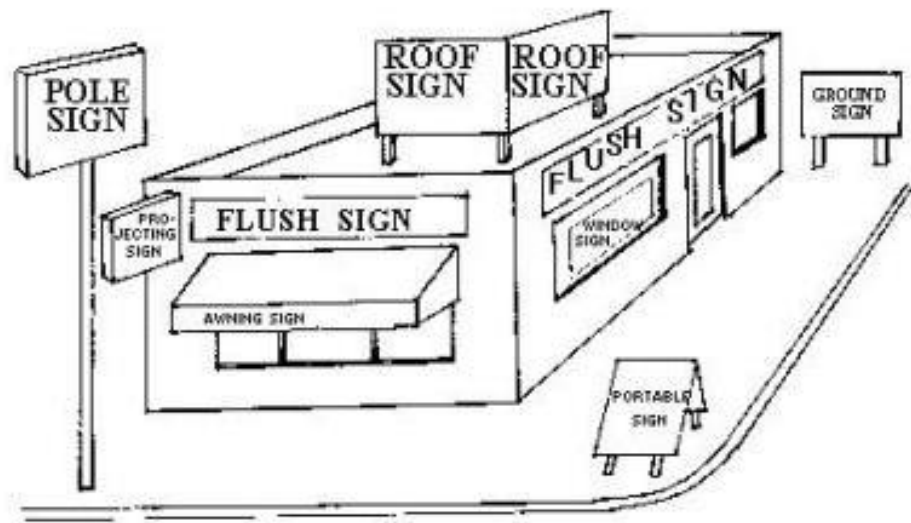
“Structural alteration” means any action that changes the height, size or shape of the sign or any action that affects the base or support(s) of the sign. When a sign is structurally altered, it ceases to be a legal nonconforming sign and must conform with the provisions of this chapter.

“Temporary sign” means any sign, banner, pennant, valence, flag, searchlights, balloons or other air-filled or gas-filled figures or advertising display constructed of cloth, canvas, light fabric, cardboard, wallboard or other light materials, with or without frame, intended to be displayed for a limited period of time only.

“Wall” means any member or group of members, which defines the exterior boundaries of a building and which has a slope of sixty degrees or greater with the horizontal plane. The height of a wall shall be measured as the two-dimensional height from the average finished grade of the particular architectural building elevation adjacent to the wall to the finish roof plane.

“Wall sign or flush sign” means any sign attached to or painted directly on the wall, or erected against the wall of a building being parallel or approximately parallel to said wall; and does not exceed a distance of twelve inches from said wall. A permanent sign located inside and affixed to or within three feet of an exterior window shall be considered a wall sign. See Figure 1.

“Window sign” means any sign, picture, symbol or combination thereof, not meeting the above definition of “wall sign,” placed inside a window or upon the window panes or glass, and is visible from the exterior of the window.( See Figure 1



**Figure 1**

### **20.38.030 Temporary signs**

Temporary signs that comply with the following provisions are allowed in all zones of the City:

- A. The maximum size of a temporary sign shall be 16 square feet.
- B. Temporary signs shall be made of weather-resistant materials and shall be firmly anchored to the ground or structure or able to stand freely without toppling or blowing over. Signs and parts of signs that are blown or carried away from their intended location may be collected and disposed of as litter.
- C. Temporary signs shall be maintained in good repair.
- D. Temporary signs associated with a special or time-limited event shall be removed within 48 hours of the conclusion of the event or use with which they are associated. Temporary political campaign signs shall be removed in accordance with Washington State Department of Transportation regulations, which are incorporated by reference.
- E. Temporary signs shall not be used as the only sign advertising for an on-premises commercial, office, or retail use for longer than 60 consecutive days. After that time, a permanent sign shall be required.

F. No temporary sign shall be located so as to create a traffic safety hazard by interfering with the vision of drivers. Signs shall be placed in such a manner so as not to interfere with the opening of car doors, bus stops, loading zones, or pedestrian traffic.

G. No more than four temporary signs are allowed per parcel or parcel frontage.

H. Temporary signs shall not be placed in such a manner as to harm immature or newly planted landscaping.

I. Temporary signs shall not be attached to utility poles, street trees, benches, or any other public improvement on public property or right of way.

J. Temporary signs shall not resemble official traffic control or public safety signs in such a manner as to cause potential confusion to the traveling public.

K. Sandwich Board Signs for businesses in the CR-V, CR-G, LI-C, DT, and GC zones shall be placed on the sidewalk or right-of-way edge directly in front of the advertising business only and within ten feet of the building entrance for the business. Sandwich board signs shall not be displayed on corners. Signs shall be displayed during business hours only. Sandwich board signs shall be limited to a maximum area of eight square feet each side and a maximum height of forty-two inches. Sandwich board signs shall be permanently painted, of reasonable aesthetic quality, and contain no moving parts, illumination, or changeable copy.

L. Temporary signs placed on private property shall require the permission of the property owner.

M. Temporary signs in violation of this chapter are subject to removal by the city after notice and opportunity to voluntarily remove the signs. Temporary signs removed by the City shall be stored for one week and subject to claiming by the owner or responsible party.

#### **20.38.040 Permanent signs - Permit required - exemptions.**

A. No permanent sign of more than two square feet in sign area shall be erected, structurally altered or relocated without a sign permit issued by the city. No sign permit shall be issued unless the sign installer has a valid Washington State contractor's license. Fees for obtaining sign permits shall be as established by the City Council.

B. The following permanent signs shall be exempt from the permit requirement:

1. Memorial signs or tablets, names of buildings, and dates of erection when cut into the surface or the facade of the building or when permanently attached or integral to the materials of the building and projecting not more than two inches;
2. Signs regulated by the Manual on Uniform Traffic Control Devices and other public service or directional signs that are no larger than three square feet in surface area;
3. Driveway entrance/exit signs with a maximum of four square feet in area and a forty-two inches in height;



4. Window signs, provided that illuminated window signs occupy no more than twenty percent of any single window area and non-illuminated window signs occupy no more than fifty percent of any single window area. In this context, a window area shall be defined as the total area between mullions or frames rather than the total area between muntins or artificial grids;

C. Painting, repainting or cleaning of a sign or the changing of the message on an already-permitted permanent sign unless a structural change is made.

**20.38.050 Permanent signs—Application requirements.**

Applications for sign permits shall contain, at a minimum:

A. The name and address of the applicant;

B. The name, address and written consent of the owner of the property on which the sign is to be located, if different than the applicant;

C. The location of the building, structure or lot to which sign is to be attached, the proposed location of the sign structure, drawings or photographs showing the design and dimensions of the sign and details of its proposed placement and other pertinent information such as materials to be used, colors, and weight as the administrator of this chapter may require to ensure compliance with this chapter and other applicable ordinances. (Scale as specified by the city);

D. Name and license number of the individual or firm erecting the structure;

E. Evidence of compliance with the National Electrical Code, if the sign is lit or electrified;

F. An approved signage plan as per Section 20.38.060.

**20.38.060 Permanent signs - Signage plan required.**

No sign permit shall be issued unless a signage plan for the zone lot on which the sign will be erected has been submitted to the city and approved as conforming with this section.

A. A signage plan shall be included in any development plan, site plan, planned unit development plan, or other official plan required by the city for the proposed development, and shall be processed simultaneously with such other plan.

1. A signage plan shall include any or all of the following as required by the city:

a. An accurate plot plan of the zone lot, at such scale, detail and accuracy as the city may require,

b. Location of buildings, parking lots, driveways, and landscaped areas on such zone lot,

c. Individual signs, the height of signs and the number of freestanding signs allowed on the zone lot(s) included in the plan under this chapter,

- d. An accurate indication on the plot plan of the proposed location and size of each present and future sign of any type, whether requiring a permit or not, except that exempt and temporary signs need not be shown,
- e. An indication of all window signs proposed if any. The standard signage plan may simply indicate the areas of the windows to be covered by the window signs, and the general type of the window signs (e.g., paper affixed to window, painted, etched on glass, or some other material hung inside the window) and need not specify the exact dimension or nature of every window sign,

**20.38.070 Permanent signs - prohibited signs.**

The following permanent signs are prohibited, not eligible for sign permits, and subject to abatement:

- A. Roof signs;
- B. Animated or flashing signs;
- C. Signs which purport to be, or are, an imitation of, or resemble an official traffic sign or signal, which create a potential threat to the public safety;
- D. Signs which, by reason of their size, location, movement, coloring or manner of illumination may be confused with the light of an emergency or radio equipment vehicle, or which obstruct the visibility of traffic or street sign or signal device as determined by the city;
- E. Off-premises signs;
- F. Abandoned signs.

**20.38.080 Permanent signs - Construction and design standards.**

- A. All signs must meet the standards provided in the Shelton Municipal Code.
- B. The color, design, materials, and scaling of permanent signs shall generally coordinate with and complement the accompanying primary structure.
- C. Illumination from or upon any sign shall be shaded, shielded, directed or reduced so as to avoid undue brightness, glare or reflection of light on private or public property in the surrounding area, and so as to avoid unreasonably distracting pedestrians or motorists. Illumination, if used, shall be white or yellow and shall not be blinking, fluctuating or moving.
- D. All freestanding and ground signs shall include, as part of their design, landscaping about their base so as to improve the overall appearance of the installation. This landscaping must include vegetation and may include other materials and components such as brick or concrete bases, planter boxes, or decorative framing. Grass or other low lying vegetation may satisfy this requirement for ground signs within a reasonable clear vision area surrounding the sign as approved by the city.

E. Changing message center signs are allowed only for noncommercial uses and shall not exceed a size of thirty square feet or a maximum of one per parcel. Changing message center signs shall have a maximum luminance of 5000 nits in the day time and 100 nits (or shut off) one half hour before sunset and one half hour after sunrise. Signs shall include auto-dimming features with light-sensory capabilities to dim the sign to allowable luminance levels during nighttime hours. No motion is allowed except for a fade in of the next message with the fade transition being no more nor less than one and one-half seconds. Fade transition is required rather than instantaneous message changes to avoid sudden or startling flashes of light. Minimum hold between messages shall be ten seconds, plus one and one-half second transition fade. Changing message center signs shall be designed for local on-site control and programming. The applicant shall provide a written certificate from the sign manufacturer that the nighttime light intensity has been factory pre-set not to exceed allowable levels under this Section, and that this setting is protected from end-user modification by password-protected software or other method that ensures compliance.

**20.38.090 Permanent signs –Maintenance.**

All signs, including signs heretofore installed, shall be maintained in a state of security, safety, appearance and repair. If any sign is found not to be so maintained or is insecurely fastened or otherwise dangerous, it shall be the duty of the owner and/or occupant of the premises on which the sign is fastened to repair or remove the sign after receiving notice from the city or to make other arrangements for repair or removal satisfactory to the city. The premises surrounding a freestanding sign shall be free and clear of rubbish and landscaping area maintained in a tidy manner.

**20.38.100 Signs allowed per zones of the City.**

A. Commercial and Industrial Districts. The following permanent signs are allowed in the MU, CR-V, CR-G, DT, ME, GC, CI, and I zoning districts subject to the provisions of this chapter:

1. Ground Signs. Ground signs, where practical, are the preferred signage type in commercial and industrial areas and shall be permitted subject to Table 20.38.170, and the following criteria:
  - a. Area Calculation. Each site shall be allowed one ground sign, along each street frontage, of area equal to or less than three-tenths square foot of area per lineal frontage foot of parcel frontage on the right-of-way to which the sign is oriented not to exceed eighty square feet and the maximum height related to area as per Table 20.38.170 below,
  - b. Ground signs within thirty lineal feet of street intersections or driveways shall not exceed forty-two inches in height,
  - c. If any one right-of-way frontage is more than three hundred lineal feet, a second ground sign is permitted on that frontage if placed more than one hundred fifty feet from the first ground sign. Total area of all ground signs along the frontage shall not exceed in area three-tenths square foot per lineal feet of frontage and no individual sign shall exceed eighty square feet in area,

d. Corner Parcels.

- i. For corner parcels with two arterial street frontages and entrances on both streets which are also a part of a multi-building complex, a sign placed at the corner of the property can be a two- or three-faced sign; or
- ii. For a corner parcel with two arterial street frontages and entrances on both streets and which is also a multi-building complex, ground signs are permitted at each entrance.

Table 20.38.170  
Maximum Allowed Area and Height  
of Ground Signs

Maximum Sign Area	Maximum Sign Height
up to 40 sq. ft.	72 inch
up to 60 sq. ft.	84 inch
up to 80 sq. ft. (maximum allowed sign area)	96 inch

2. Freestanding Signs. Freestanding signs are permitted only where it can be demonstrated that ground signs are not feasible due to topography, landscaping and/or natural vegetation, building locations/setbacks, adjacent land uses, or other physical restraints not created by acts of the property owner. Freestanding sign design, including height, shall be subject to design approval by the city. Allowed area for freestanding signs shall be three-tenths square feet on each face per lineal foot of street frontage to which the sign is oriented. Maximum height shall be eighteen feet. Freestanding signs may not be placed in a required side yard or within ten feet of a street right-of-way;
3. Wall Signs. The allowed surface area of a wall sign shall be one and one-quarter square foot per lineal foot of building or tenant space frontage along the street, access road, or common parking area, to which the sign is to be oriented up to the first one hundred such feet. Frontage feet in excess of one hundred lineal feet shall result in additional allowed wall sign area on a ratio of one square foot of sign area per lineal foot. Allowable sign area is not transferable from one facade to another;
4. Projecting Signs. A sign which projects twelve inches or more from, and is supported by a wall of a building or structure, shall not project over six feet from the face of the building, or more than seventy-five percent of the distance between the property line and the curb line, whichever measurement is less. Such signs shall not exceed twenty square feet per sign face and shall have a minimum clearance of eight feet above any public

sidewalk or walkway. In no cases will projecting signs and wall signage be allowed on the same building or tenant space facade.

Any sign that projects over the public right-of-way shall require a right-of-way permit. An application and payment of the applicable permit fee shall be submitted to the city prior to any installation of such sign;

5. Freeway-Oriented Signs. For the purposes of this chapter, “freeway” is defined as Highway #101. Parcels with freeway frontage are permitted freeway-oriented signs under the following criteria:

- A. Buildings more than one hundred feet from the property line common with freeway right-of-way may have a freeway-oriented sign;
- B. The freeway oriented sign must be within thirty-five and 100 feet of the property line common with freeway right-of-way;
- C. Maximum area shall not exceed two square feet per lineal frontage feet of the building with a maximum of one hundred fifty square feet;
- D. Maximum height for freeway-oriented signs shall be thirty-five feet;

6. Signage on Awnings and Marquees. Signage is allowed on awnings and marquees in commercial and industrial zones of the city. Such signage shall be limited to thirty percent coverage of the face of the marquee or the exposed surface of the awning. The signage area shall be calculated on the basis of the smallest rectangle, circle or spherical figure that will enclose the entire copy area of the sign. Any such calculations shall include the areas between letters and lines as well as the areas of any devices which are intended to attract attention. In no cases will awning or marquee signage and wall signage be allowed on the same building facade except that signs hanging under the awning or marquee of less than three square feet shall be allowed;

8. Shopping Center Signs. A shopping center (more than ten acres in size and more than one hundred thousand square feet in gross floor area of buildings) is permitted one identification type sign per street frontage. Such signage shall be subject to the following:

- a. Such shopping center signs shall be ground signs unless it can be demonstrated that ground signs are not effective due to topography, landscaping and/or natural vegetation, building locations/setbacks, adjacent land uses, or other physical restraints not created by acts of the property owner. Shopping center ground signs may be up to two hundred square feet in area and twenty feet in height,
- b. If allowed, freestanding shopping center signs shall not exceed two hundred square feet in area, thirty feet in height, and must be located at least twenty feet from all property lines and rights-of-way,

B. Neighborhood Residential District. Nonresidential uses in the NR zone, including churches, schools, and uses in the neighborhood commercial nodes are allowed signage subject to the following provisions:

1. All signs shall be constructed of a natural material such as wood or stone and shall not be internally illuminated.
2. Ground Signs. Ground signs shall be permitted as in subsection B of this section, with the following exceptions:
  - a. Area Calculation. Each site shall be allowed one ground sign of area equal to or less than one-tenth of one square foot of area per lineal frontage foot of parcel frontage of the right-of-way to which the sign is oriented not to exceed twenty-four square feet and a maximum height of five feet.
4. Wall Signs. Wall signs are permitted under same requirements applied to commercial and industrial zones.
5. Projecting Signs. Projecting signs are permitted under same requirements applied to commercial and industrial zones.
6. Signage on Awnings and Marquees. Signage on awnings and marquees is permitted under same requirements applied to commercial and industrial zones.

C. Historic Structures, Properties or Districts. All signage on structures and their sites, or on other properties, which are listed on any national, state or local historic register or list, or within any district or area identified by the city, state or federal governments, as a historic preservation district or any similarly labeled district or area, shall be subject to design review and approval by the historic preservation board of the city.

D. Provisions common to all zones.

1. Sight Distance. In addition to the setback requirements in this chapter, no freestanding or ground sign shall be located in the triangular area(s) measured fifteen feet by fifteen feet where a driveway enters onto a street or property line, or any other area which may obstruct the vision of motorists so as to create a safety hazard. Additionally, all signs are subject to the public works standards regarding sight distances.
- t. Buildings Facing on Two Parallel Streets. Single or multiple occupancy buildings whose premises extend through a block to face on two parallel streets and housing customer entrances on each street are permitted ground signs per street frontage as per Section 20.38.170(B)(1); provided, however, that each sign must be located on different street frontages and separated by more than one hundred feet measured in a straight line between the signs;

**20.38.120 Permanent signs – nonconforming signs.**

Any legal nonconforming permanent sign may be maintained in use as long as it remains in good repair. Any maintenance or repair to the sign that requires materials and/or labor of more than twenty-five percent (25%) of the sign structures value upon application and requiring a City issued sign permit shall necessitate compliance with current code.

**20.38.130 Violation—Penalty.**

A. Any person who willfully violates, disobeys, omits, neglects or refuses to comply with or resists the enforcement of this chapter or its provisions shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not in excess of one thousand dollars or by imprisonment in jail for not to exceed ninety days or by both such fine and imprisonment. Each day that a violation exists shall constitute a separate offense. The erector, owner or user of an unlawful sign or the owner of the property on which an unlawful sign is located and who maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

B. Prior to charging a misdemeanor, the City shall first attempt to secure voluntary correction from the owner or responsible party.

**Section 3.** This ordinance shall take effect five days after passage and publication.

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

\_\_\_\_\_  
Eric Onisko, Mayor

AUTHENTICATED:

\_\_\_\_\_  
Donna Nault, City Clerk



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

Touch Date: 03/08/2022  
Brief Date: 04/05/2022  
Action Date: 04/19/2022

Department: Executive  
Presented By: Jeff Niten

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

PROGRAM/PROJECT TITLE:  
**Graffiti Abatement**

☒ Ordinance

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:  
**- Ordinance No. 1986-0322**

☐ Resolution

☒ Motion

☐ Other

03/24/2022

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

City staff have been analyzing proposed updates to the Shelton Municipal Code to ensure clarity and to provide concise regulations intended to address development and quality of life in the community. A proposed new code section was identified SMC 8.80 Graffiti Abatement.

A proposed new municipal code section was presented to the City Council in a study session held on March 8, 2022. At that time Council discussed the proposed draft and the draft was scheduled for the April 5, 2022 business agenda for further consideration.

This new code section defines graffiti, identifies graffiti as a nuisance and requires abatement within 20 days following receipt of an abatement notice.

### ANALYSIS/OPTIONS/ALTERNATIVES:

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

### BUDGET/FISCAL INFORMATION:

None

### PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

### STAFF RECOMMENDATION/MOTION:

"I move to place Ordinance No. 1986-0322 on the April 19, 2022 action agenda for further consideration".



**ORDINANCE NO. 1986-0322**

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, ADDING A NEW CHAPTER 8.80 TO THE SHELTON MUNICIPAL CODE RELATING TO ABATEMENT OF GRAFFITI**

WHEREAS, vandalism of property through graffiti constitutes a public nuisance and a visual blight on the community; and

WHEREAS, vandalism through graffiti damages property and creates a hardship for victims who lack means or opportunity to abate the graffiti; and

WHEREAS, failing to abate graffiti may create the mistaken impression that the City of Shelton is tolerant of vandalism.

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

**Section 1.** A new Chapter 8.80 is added to the Shelton Municipal Code to read as follows:

**8.80.010 Definitions.**

For the purposes of this chapter, the following words shall have the following meanings:

A. "Abatement" or "Abate" indicates all methods and techniques that are reasonably calculated to permanently disguise, cover, or remove graffiti, including but not limited to cleaning, painting, or replacing affected surfaces. Abatement shall not include ineffective or temporary measures such as covering graffiti with an object not designed to be a permanent part of the structure or building.

B. "Graffiti" means any unauthorized inscription, word, letters, numbers, figure, picture, or design, regardless of content, which is sprayed, marked, posted, pasted, or otherwise affixed, drawn, or painted on any surface of public or private property that is visible from any public right-of-way or public property. Markings made by chalk or other easily washable means shall not be considered graffiti.

C. "Responsible Party" shall mean the property owner, tenant, occupant, or other person who has the right to occupy or control the property.

D. "Unauthorized" means without the consent of a Responsible Party.

**8.80.020 Graffiti deemed nuisance – abatement on City property.**

A. Graffiti and other defacement of public and private property, including walls, rocks, bridges, buildings, fences, gates, signage and other structures, trees, and other real and personal property within the City, constitutes a public nuisance.

B. The City will take immediate measures to abate graffiti on City-owned property.

#### **8.80.030 Notice of Abatement.**

A. Whenever the code enforcement officer determines that graffiti exists on property not owned by the City, the code enforcement officer may cause a Notice of Abatement to be issued upon the Responsible Party to abate such nuisance.

B. The notice required by this section may be served in one of the following forms:

1. By personal service on the owner, occupant, manager, or other person responsible for the property;
2. By regular mail addressed to the owner at the last known address of the owner. If this address is unknown, the notice will be sent to the property address;
3. By other such reliable means of providing notice, including email, if receipt is verifiable.

#### **8.80.040 Voluntary Correction Agreement**

The Responsible Party shall be offered a voluntary correction agreement, in which the Responsible Party can elect to abate the graffiti or allow the City to do the abatement. The voluntary correction agreement shall state that if the responsible party elects to do the abatement but fails to abate the graffiti within twenty (20) calendar days, the City shall be authorized to enter the property to abate the graffiti. The voluntary correction agreement shall require the Responsible Party to hold the City harmless from any claims arising from the City's abatement of graffiti by reasonable methods and in accordance with this Chapter.

#### **8.56.050 City costs recoverable – Debt - Exception.**

A. Any and all costs incurred by the City in the abatement of the graffiti nuisance as provided in this chapter shall constitute a debt owed to the City by the property owner or person in charge or control of the property. The City may take all legal means to enforce the debt.

B. Notwithstanding Section A, the City may implement a community graffiti removal program that authorizes the City to abate graffiti without debt or recovery of costs.

#### **8.80.060 Appeal.**

Within 15 days from the mailing or from personal service of the Notice of Abatement, the Responsible Party may appeal the matter to the City Manager. Filing of an appeal will stay, during pendency of the appeal, any enforcement actions by the city to abate the graffiti nuisance. The City Manager's order on appeal shall be final.

**8.80.070 Failure to take action in response to Notice of Abatement.**

Any Responsible Party who fails to respond or take action in response to service of a Notice of Abatement shall be guilty of a Class 3 civil infraction under Chap. 7.80 RCW.

**Section 2.** This Ordinance shall take effect and be in force five (5) days after passage and publication, as required by law.

Passed this 19<sup>th</sup> day of April 2022.

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Eric Onisko, Mayor

AUTHENTICATED:

---

Donna Nault, City Clerk



**CITY OF SHELTON  
COUNCIL BRIEFING REQUEST  
(Agenda Item G1)**

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 approve the MACECOM Facilities Lease as presented".

### 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 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 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, 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 G2)

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 approve Resolution No. 1229-0222 accepting a proposed annexation petition of the Peacock Ridge area."

**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

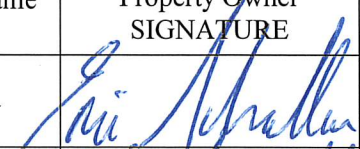
# NOTICE OF INTENT TO PETITION FOR ANNEXATION 60 PERCENT METHOD

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:

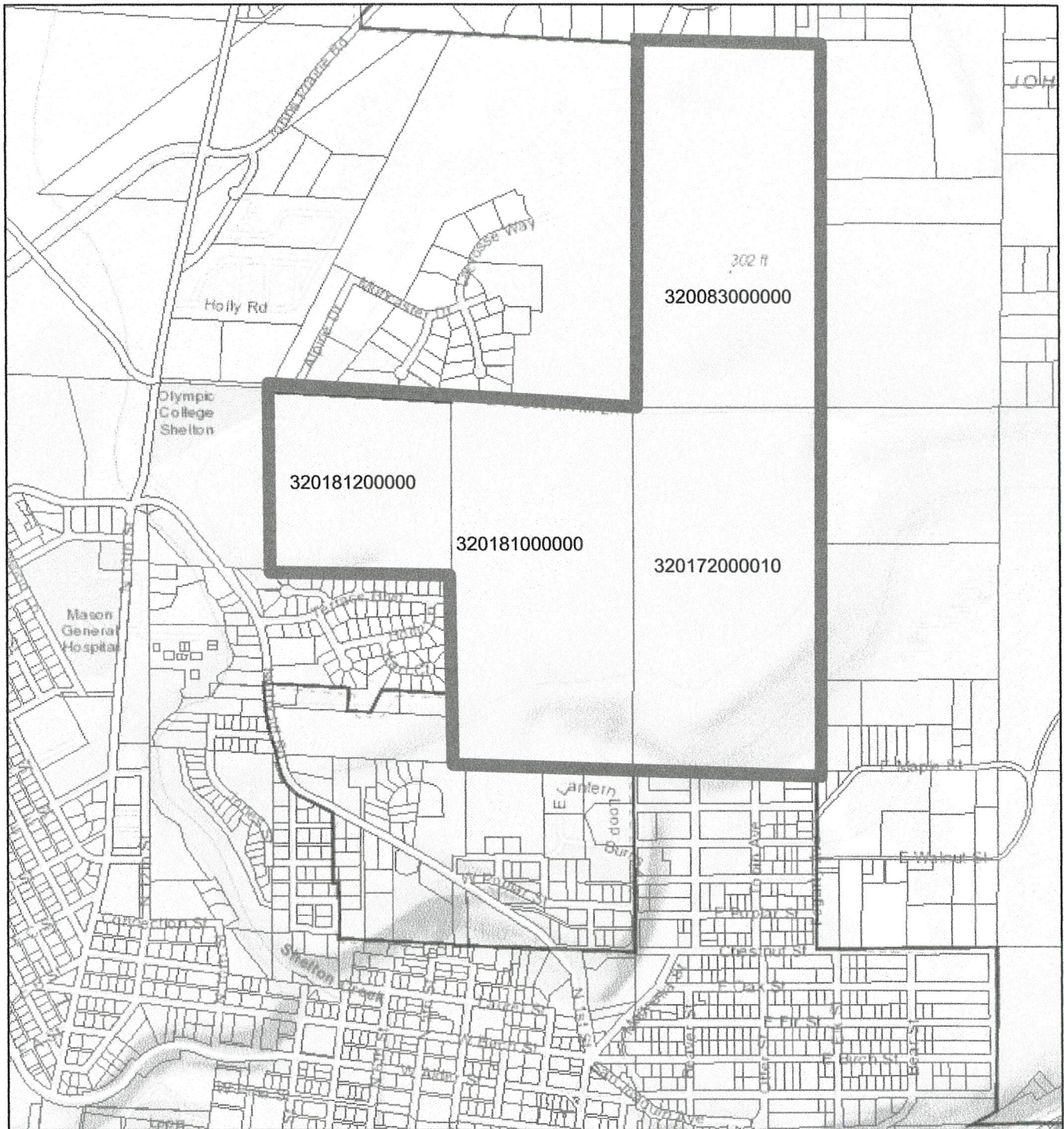
The undersigned, being the owners of not less than 10 percent (10%) in value, according to the assessed valuation of general taxation of the property for which annexation is sought, hereby notify the City Council of the City of Shelton of our intentions to commence annexation proceedings to the City 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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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	
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



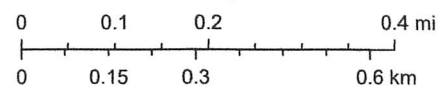
# Proposed Annexed Parcels



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

1:12,284

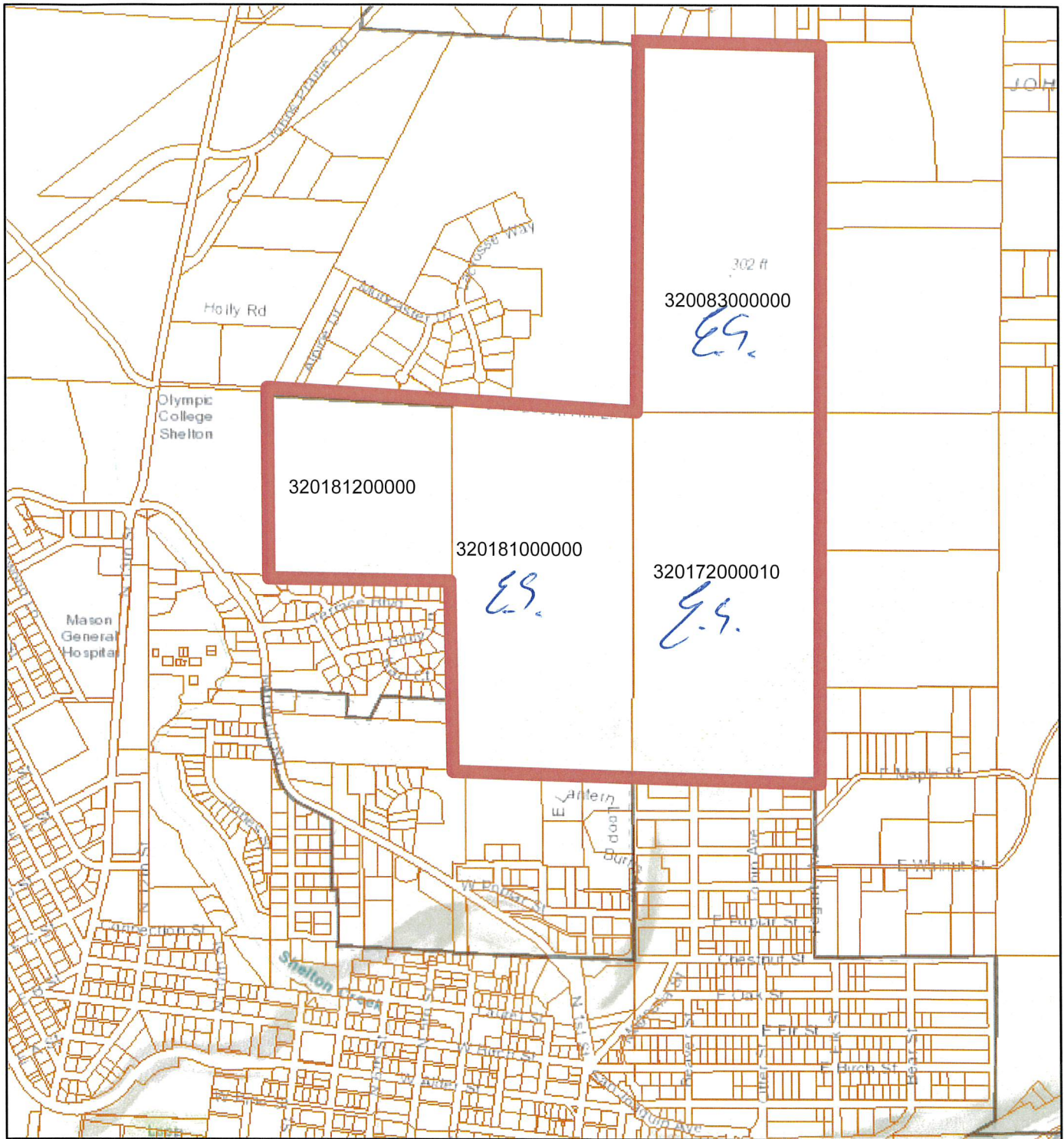
- ☒ County Boundary
- ☐ No Filled
- ☐ Tax Parcels (Zoom in to 1:30,000)



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



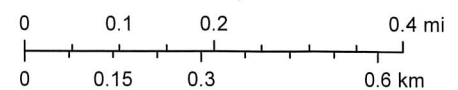
# Proposed Annexed Parcels



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

1:12,284

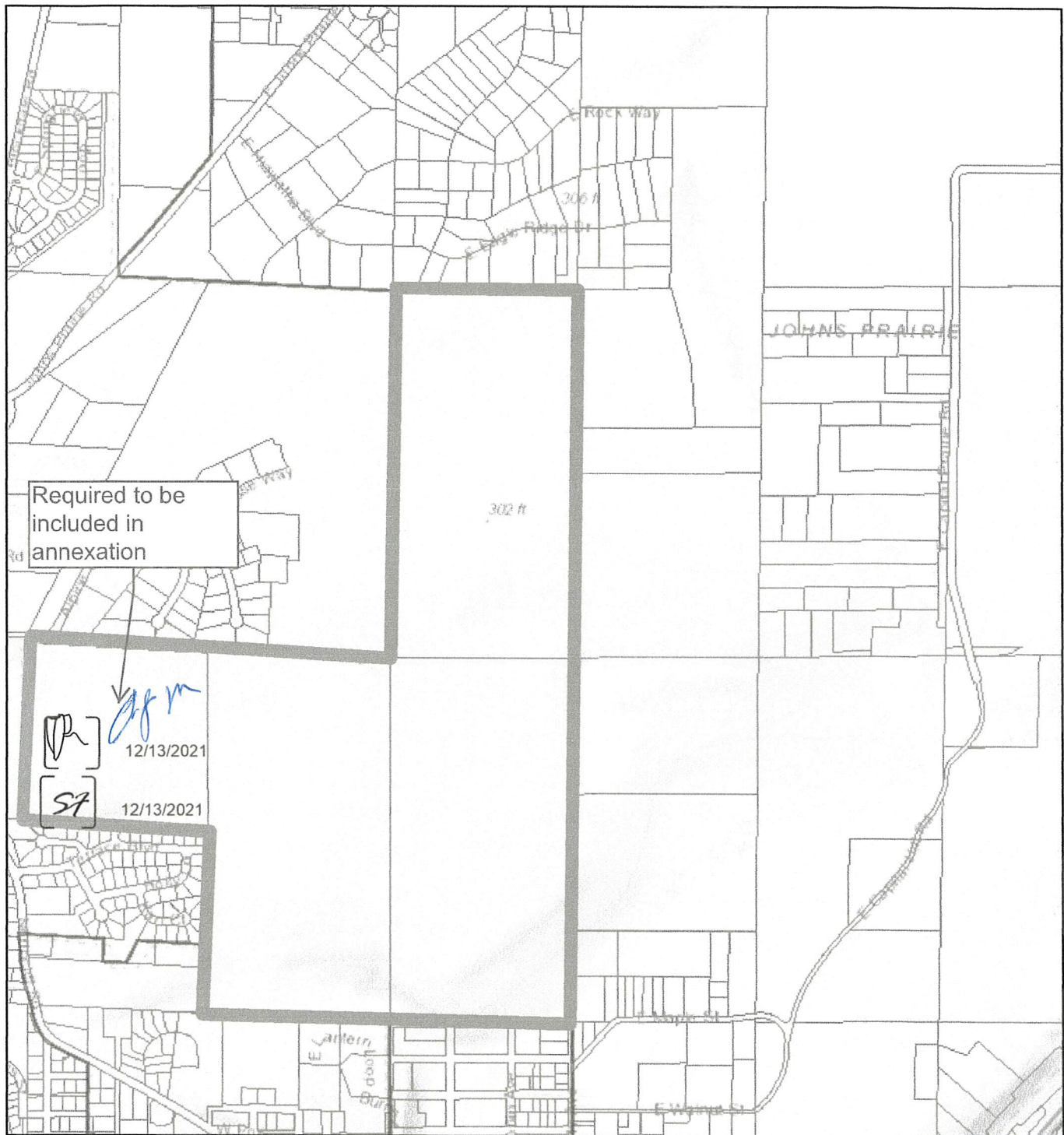
- ☒ County Boundary
- ☐ No Filled
- ☐ Tax Parcels (Zoom in to 1:30,000)



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



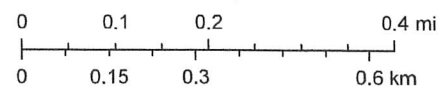
## Proposed Parcels to be Annexed



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 G3)

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 must be approved by one of our funding partners, the State Transportation Improvement Board (TIB), after bids have been opened and prior to construction. Staff received approval to award the construction contract on March 11<sup>th</sup> and was also notified of funding adjustments based on the bids received for the project, as noted below in the Budget/Fiscal information.

### 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 adjusted the grant amounts based on the bids received, leaving the APP Overlay funding with a new total of \$390,390, a reduction of \$20,010, and the Sidewalk grant with \$370,010, an increase of \$20,010. 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, \$87,031 for storm and \$130,547 for street at a future council meeting.

STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of Resolution No. 1230-0222 and: *"I move to adopt Resolution No. 1230-0222 as presented"*.

**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
SCHEDULE B: ROADWAY OVERLAY													
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
	TOTAL CONSTRUCTION COST, SCHEDULE 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 G4)

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 (TIB), 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 adjusted the grant amounts based on the bids received, leaving the APP Overlay funding with a new total of \$390,390, a reduction of \$20,010, and the Sidewalk grant with \$370,010, an increase of \$20,010. 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, \$87,031 for storm and \$130,547 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 a reading of Resolution No. 1234-0322 and: *“I move to adopt Resolution No. 1234-0322 as presented”*.

**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	
		Execution Date April 5, 2022	Completion Date March 1, 2023
Project Title Access Shelton Phase IV, West Downtown (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.



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G5)

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

Department: Administrative Services  
Presented By: Michelle Sutherland, Director

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

Bargaining Agreement between City of Shelton and IAMAW Woodworkers (Representing Customer Service Employees)

☐

Ordinance

☐

Resolution

#### ATTACHMENTS:

Agreement between City of Shelton and IAMAW

☒

Motion

☐

Other

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

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

Negotiated a three (3) year Agreement between the City and IAMAW Woodworkers (representing Customer Service Employees) all Full-time and Part-time employees excluding supervisors, professional, confidential and clerical employees. Major changes from previous three (3) year Agreement include state and federal updates to language reflecting current state and federal regulations, development of a new salary schedule based on market analysis and comparable cities, updating the current vacation schedule to reflect City policy and adding Juneteenth as a City holiday.

### ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

### BUDGET/FISCAL INFORMATION:

General wage increases of 4.0%, 3.25% and 3% over the three-year life of the Agreement; and additional medical premium contribution of \$50 in 2022, 2023 and 2024.

### PUBLIC INFORMATION REQUIREMENTS:

N/A

### STAFF RECOMMENDATION/MOTION:

Staff recommends: "I move to approve the Agreement between the City of Shelton and the IAMAW Woodworkers representing all Full-time and Part-time employees in Customer Service excluding Supervisors, Professional, Confidential and Clerical employees for the period of January 1, 2022 through December 31, 2024."

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# COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN THE

CITY OF SHELTON

AND

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
IAMAW WOODWORKERS LOCAL LODGE W-38

(Representing Customer Service Employees)

January 1, 2022 – December 31, 2024

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## TABLE OF CONTENTS

ARTICLE 1	PREAMBLE.....	3
ARTICLE 2	RECOGNITION .....	3
ARTICLE 3	UNION SECURITY.....	4
ARTICLE 4	UNION REPRESENTATIVES .....	4
ARTICLE 5	MANAGEMENT RIGHTS.....	4
ARTICLE 6	HOURS OF WORK/OVERTIME .....	5
ARTICLE 7	VACATION.....	6
ARTICLE 8	SICK LEAVE .....	7
ARTICLE 9	BEREAVEMENT LEAVE .....	8
ARTICLE 10	FAMILY/MEDICAL LEAVE .....	8
ARTICLE 11	HOLIDAYS .....	10
ARTICLE 12	NOTICE OF DISCIPLINE AND DISCHARGE .....	11
ARTICLE 13	GRIEVANCE .....	11
ARTICLE 14	INSURANCE BENEFITS .....	14
ARTICLE 15	WAGES AND LONGEVITY.....	14
ARTICLE 16	DEFERRED COMPENSATION MATCH.....	16
ARTICLE 17	SAVINGS CLAUSE .....	16
ARTICLE 18	ENTIRE AGREEMENT .....	16
ARTICLE 19	CONTRACTING/SUBCONTRACTING .....	16
ARTICLE 20	NO STRIKE, NO LOCKOUT .....	17
ARTICLE 21	SENIORITY .....	17
ARTICLE 22	EMERGENCY COOPERATION .....	18
ARTICLE 23	DURATION .....	18
APPENDIX A	2022 WAGE SCHEDULE.....	20
APPENDIX B	2023 WAGE SCHEDULE.....	21
APPENDIX C	2024 WAGE SCHEDULE.....	22
APPENDIX D	MEDICAL INS., HEALTH REIMBURSEMENT ACCOUNT.....	23

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COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
CITY OF SHELTON, WASHINGTON  
AND  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS  
IAMAW WOODWORKERS LOCAL LODGE W-38  
  
(Representing Customer Service Employees)

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**ARTICLE 1      PREAMBLE**

- 1.1      This Agreement is made and entered into by and between the City of Shelton, hereinafter known as the "City" and the International Association of Machinists and Aerospace Workers, IAMAW Woodworkers Local Lodge W-38, hereinafter known as the "Union."
- 1.2      It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.
- 1.3      The members of the Union are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

**ARTICLE 2      RECOGNITION**

- 2.1      The City recognizes the Union as the sole and exclusive bargaining representative for the purposes of establishing wages, hours, and working conditions for all regular full-time and regular part-time clerical employees of the City of Shelton, excluding supervisors, professionals, confidential employees, temporary employees, and all employees covered by another collective bargaining agreement. Based on the City's operational needs (e.g., to serve as backup), the City may assign the nonrepresented Accounting Assistant position to temporarily perform the duties for the Customer Service Representative and Customer Service Specialist positions.
- 2.2      If a temporary position is filled for more than 120 days and the Union believes that the position should be recognized for inclusion in the bargaining unit, the Union shall notify the City in writing of the reason(s) for including the position in the bargaining unit. Within ten (10) business days of receipt of such notice, the City and the Union agree to meet to discuss inclusion and to attempt to resolve the matter between the parties. If resolution is not achieved at this meeting, the parties agree to refer the matter to PERC for final resolution.



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**ARTICLE 3      UNION SECURITY**

- 3.1      **UNION MEMBERSHIP OPTIONS** - All bargaining unit employees whose normal schedule is at least 60 hours per month may become and remain members in good standing of the Union. Employees may choose not to join the Union and have no obligation to make payments or payroll deductions payable to it. Neither the City nor the Union may interfere with, restrain, coerce, or discriminate against an employee based upon their decision regarding Union membership or providing it financial support.
- 3.2      **PAYROLL DEDUCTION** - Upon timely receipt of a written authorization form executed by an individual employee and certifying the employee's voluntary decision to be a member of the Union and to authorize payroll deductions, the City agrees to make the appropriate payroll deductions. The written authorization form (Appendix E) will provide the right for the employee to withdraw from Union membership and cease deductions of dues and assessments during a thirty consecutive day period on not less than an annual basis.
- 3.3      **CITY INDEMNIFICATION** - The Union will defend, indemnify, and hold the City harmless against all liability, including allegations, claims, actions, suits, demands, damages, obligations, losses, settlements, judgments, costs and expenses (including attorneys' fees) that arise out of any action taken or not taken by the City in implementation of Article 3 of the Agreement. The Union further agrees to refund to the City any amounts paid to it in error.

**ARTICLE 4      UNION REPRESENTATIVES**

- 4.1      Not more than two (2) employees may attend labor negotiations without suffering loss of pay or leave time.
- 4.2      **UNION NOTICES** - A bulletin board shall be provided for the Union notices. The Union shall keep the board in good order. The Union shall hold the City harmless for any loss resulting from anything on the bulletin board.

**ARTICLE 5      MANAGEMENT RIGHTS**

- 5.1      The Union recognizes the prerogative of the City to manage and administer the City and its departments. The city has - whether exercised or not - all of the rights, powers and authority heretofore existing, including, but not limited to the following: to determine the standard(s) of services offered; to determine the standards and methods of selection, promotion and transfer of employment; to direct its employees; to take disciplinary action; to determine the methods, tools, and standards of assessing and/or evaluating employee performance; to relieve its employees from duty because of lack of work or other reason(s); to issue and endorse rules and regulations; to maintain and improve the efficiency of operations; to contract for goods and services; to terminate services rendered or supplied, including the right to determine whether goods or services are made or purchased; to determine the methods, means, staffing level, and personnel to conduct operations; to determine the amount and method of training and supervision necessary; to determine job classifications of City positions; to determine the work schedules of its employees; to assign overtime; and to fulfill all of its legal responsibilities.

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- 5.2 The enumeration of management prerogatives shall not be deemed to exclude other management prerogatives not specifically enumerated.
- 5.3 The exercise of the foregoing rights and authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the exercise of managerial judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent that such specified and express terms hereof are in conformance with the federal, state and local law.
- 5.4 The exercise of the foregoing rights and authority, the adoption of policies, rules, regulations and practices in furtherance thereof, and the exercise of managerial judgment and discretion in connection therewith shall be consistent with General Rule 29 of the Washington State Court Rules and shall not in any way, directly or indirectly be subject to the grievance procedure set forth herein.

## **ARTICLE 6 HOURS OF WORK/OVERTIME**

- 6.1 **WORK WEEK** – For most bargaining unit positions, the work schedule shall generally consist of five eight hour days commencing Monday and ending on Friday. All scheduled workweeks shall include a minimum of two consecutive days off. At the direction of the director of the department an alternate work schedule may be established as appropriate to the needs of the City. When possible, the City will provide advance notice to the employee of any changes in the work schedule.
- 6.2 **OVERTIME** – Management has the right to assign and require overtime work. All work performed in excess of forty (40) hours per week shall be paid at the overtime rate of one and one-half (1.5) times the regular rate of pay, which shall not include any premiums, in accordance with the Fair Labor Standards Act. Paid leave shall be considered hours worked for overtime purposes.
- 6.3 **COMPENSATORY TIME** –Overtime pay may be waived when an overtime eligible employee makes a written request to accrue compensatory time off in lieu of overtime pay and the supervisor approves the request. The decision to grant or deny compensatory time accrual is left to the sole discretion of management. Compensatory time off shall be earned at the same rate as overtime in accordance with the Fair Labor Standards Act. Employees shall be allowed to use their accrued compensatory time off upon reasonable notice and consistent with the City's reasonable operating needs through mutual agreement with their supervisor. Management may direct employees to use accrued compensatory time. Employees terminating their service with the City shall be paid for all accrued compensatory time as shown due the employee on the City's records. In no case will an employee be allowed to accumulate compensatory time in excess of eighty (80) hours.
- 6.4 **CALL BACK** – Any employee shall be given a minimum of two (2) hours overtime when called back to work. Callback time is defined as follows – when an employee has completed his or her regular shift or period of work and has left the place of work and is requested to come back to the place of work. Any scheduling arrangements made prior to leaving the place of work are not considered callback time.

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## ARTICLE 7      VACATION

- 7.1      Vacations are authorized for all regular full-time employees shall accrue monthly, as follows:

Years of Service	Hours Per Month	Hours Per Year
0 through 5	10 Hours	120 hours
Beginning 6 through 10	14 Hours	168 hours
Beginning 11 through 15	18 Hours	216 hours
Beginning 16+	22 Hours	264 hours

Vacations are also authorized for all regular part-time employees on a pro-rated basis. Vacation time off is paid at the employee's base pay rate at the time of vacation.

- 7.1.1    In determining years of service for the purpose of computing vacation leave, all continuous service with the City of Shelton is included.
- 7.2      Where employment commences on or before the fifteenth day of any month, vacation leave shall accrue as of the first day of such month; where employment commences after the fifteenth day of any month, vacation leave shall accrue as of the first day of the following month.
- 7.3      Vacation leave shall accrue and accumulate except during an unpaid leave of absence greater than 30 days. Accrued vacation is posted and available for use on a monthly basis. If an employee has more than 10 hours of leave without pay in any given month vacation accruals will be pro-rated.
- 7.4      Employees may carry unused vacation time forward to the next calendar year. Employees shall be allowed to accrue their vacation time up to a maximum "cap" of two times (2x) of the employee's current accrual rate (e.g., an employee accruing 18 hours per month (216 hours per year) is subject to a 432-hour accrual cap). Any hours accrued over the "cap" shall be forfeited by the employee. It shall be the sole responsibility of the employee to assure that their vacation accrual does not exceed the "cap" amount.
- 7.5      Any vacation accrual over the "cap" shall only be allowed under the most critically extenuating circumstances, which shall have been pre-approved by the Department Head and the City Manager.
- 7.6      Upon separation of employment, regular status employees who have completed their probationary or introductory period shall be paid for all eligible vacation time that has been earned through the last day of work. If employment ends on or before the fifteenth of the month, the employee does not get the vacation time accrual for that month. If employment ends after the fifteenth of the month, vacation time is accrued for that month and shall be paid.
- 7.7      Refer to Personnel Policy 200-1360, Retirement Benefits, regarding vacation pay-off upon retirement.

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## **ARTICLE 8      SICK LEAVE**

- 8.1      RATE OF ACCRUAL – All full-time employees shall accrue sick leave at the rate of eight (8) hours per month. Accrued leave shall be posted on a monthly basis and shall be available for use when posted.
- 8.1.1      Employees who work less than full-time or less than a full month shall accrue sick leave on a prorated basis.
- 8.1.2      When the employee is on leave without pay, they shall accrue sick leave consistent with City policy.
- 8.2      CARRY OVER "CAP" – An employee may carry over a maximum of 960 hours of accrued sick leave to the following calendar year. Any accrued sick leave in excess of 960 hours shall be forfeited.
- 8.3      UTILIZATION – Sick leave benefits are intended to provide income protection in the event of illness or injury. Sick leave may be granted by the (non-bargaining-unit) supervisor in the following instances:
- 8.3.2      An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care.
- 8.3.3      To allow the employee to provide care for a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or care for a family member who needs preventive medical care.
- 8.3.4      When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
- 8.3.5      An employee is authorized to use paid sick leave for absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.
- 8.3.6      At the discretion of the supervisor, an employee may be granted sick leave where the employee's presence on the job could jeopardize the health of fellow employees.
- 8.3.7      The City may require verification from the employee for the qualifying reason(s) for using sick leave for any absence exceeding three (3) consecutive days. An employee may be disciplined, up to and including termination, for abusing the use of sick leave.
- 8.3.8      Regardless of the reason for use, it shall be the responsibility of the employee to notify his or her supervisor before the scheduled start of the workday whenever possible. The direct supervisor must also be contacted on each additional day of absence unless the employee is instructed otherwise.
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8.4 SICK LEAVE BUY-BACK – Employees who have accrued a balance of a minimum of 480 hours of sick leave may elect annually to redeem sick leave hours accumulated during the working year at the rate of \$100.00 per day to a maximum annual buy-back of \$1,200.00. This redemption shall be paid with the December paycheck.

8.5 SEPARATION – Employees who separate from City employment voluntarily or because of layoff shall be paid for unused sick leave in excess of 480 hours, cashed out at the employee's regular rate of pay, to the maximum of \$6,000 total.

8.6 DEFINITION OF FAMILY MEMBER – A "family member" is defined as (a) a child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (b) a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (c) a spouse; (d) a registered domestic partner; (e) a grandparent; (f) a grandchild; or (g) a sibling.

## **ARTICLE 9 BEREAVEMENT LEAVE**

9.1 Upon the death of a member of the immediate family of an employee, the employee may use no more than five (5) working days of accrued sick leave with pay for purposes of bereavement leave. Under extenuating circumstances, a supervisor may, at his/her discretion, approve the use of additional days of accrued sick leave for this purpose.

9.2 Immediate family is defined as set forth in the City's Personnel Policy and Procedure Manual

## **ARTICLE 10 FAMILY/MEDICAL LEAVE**

10.1 DEFINITION OF FAMILY/MEDICAL LEAVE – Subject to the definitions and requirements provided in state and federal law as currently written or hereafter amended regarding family/medical leave, an eligible employee may be granted up to twelve (12) work weeks of family or medical leave during any rolling 24-month period for one or more of the following events:

- the birth and first-year care of a child;
- the placement of a child for adoption or foster care in the employee's home;
- the care of the employee's spouse, child or parent with a serious health condition;
- or the employee's own serious health condition which renders him/her unable to perform the functions of his/her position.

10.2 NOTICE REQUIREMENTS – The employee must request leave by contacting the supervisor thirty (30) days in advance when the leave is foreseeable. If the leave was not foreseeable, the employee must provide as much notice as practicable.

10.3 DETERMINATIONS – Whether or not an employee requests family/medical leave, the City may determine that an employee's leave qualifies as family/medical leave and designate the leave as such. Employees may be required to provide a physician's

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certification on a form provided by the City. The City may request an objective medical examination to verify the need for leave and to determine whether the leave qualifies as family/medical leave.

- 10.4 SUBSTITUTION OF PAID LEAVE – The City requires the employee to substitute accrued paid leave (sick leave, vacation leave, compensatory time) for unpaid FMLA leave.
- 10.5 ADJUSTMENT OF ANNIVERSARY DATE – An employee on family/medical leave will have his/her anniversary date adjusted accordingly for each (30) calendar days of unpaid leave.
- 10.6 CONTINUATION OF GROUP MEDICAL INSURANCE – The employee may elect to continue group medical insurance during the period of such leave, but must repay the employer's portion of premium expenses if he or she fails to return to City employment after taking family/medical leave.
- 10.7 RIGHT TO RETURN TO SAME OR EQUIVALENT POSITION – Employees on approved family/medical leave are entitled to return to the same or equivalent position upon completion of the leave.
- 10.8 WASHINGTON PAID FAMILY AND MEDICAL LEAVE PROGRAM – The City complies with the Washington State Paid Family and Medical Leave (PFML) law, Title 50A RCW, a program administered by the Washington Employment Security Department (ESD) to provide paid leave benefits and job protection to eligible employees who need leave for certain family and medical reasons. Consistent with State law, PFML leave will run concurrently with the federal Family and Medical Leave Act (FMLA) if both are applicable.
- 10.8.1.1 PAYROLL DEDUCTIONS – The PFML program is funded through premiums collected by ESD via payroll deductions and employer contributions. Each year, consistent with the law, employees will pay through payroll deductions the full cost of the premiums associated with family leave benefits and their portion of medical benefits. Should the State modify PFML premiums or the percentage of premiums subject to collection through payroll deductions during the term of this Agreement, the City will modify payroll practices to reflect such statutory changes.
- 10.8.1.2 STATE PFML BENEFITS; INSURANCE – Employees may not supplement the State PFML benefits with accrued or other paid leave from the City and are not eligible for PFML benefits if they are receiving time-loss benefits through the workers' compensation system. When an employee is on leave and receiving PFML benefits from the State, the employee is deemed to be in unpaid status for purposes of the City's policies. Insurance coverage will be handled in the same manner as other unpaid leaves of absence, pursuant to the City's policy and subject to any laws requiring continuation of coverage.

## **ARTICLE 11 HOLIDAYS**

- 11.1 List – All employees shall be entitled to the holidays listed below:

<u>Holiday</u>	<u>Date to be Observed</u>
New Year's Day	January 1st
Martin Luther King Birthday	Third Monday in January



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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Day Following Thanksgiving
Christmas	December 25th
Two Floating Holidays	At Employee's Choice

## 11.2 HOLIDAY OBSERVANCE

### 11.2.1 FOR NON-COURT EMPLOYEES – For non-court employees, the City may designate another day of observance when a designated holiday falls on a Saturday or Sunday.

A full-time employee assigned a work schedule that does not have work scheduled on a holiday, will reschedule their working hours for the affected holiday week to schedule eight (8) hours of holiday pay. The affected employee must receive supervisor approval prior to adjusting their work schedule for the holiday.

### 11.2.2 FOR COURT EMPLOYEES – For court employees, designated holidays will be observed consistent with the state court system.

### 11.3 Normally, only those bargaining unit employees designated in advance by appropriate supervision will be required to work on a designated holiday. An employee who is required to work on a holiday shall have the option to be paid at the rate of one-and-one-half the regular rate of pay for all hours worked in addition to regular pay or to be given time off (compensatory time) at the time-and-one-half rate in lieu of overtime pay. If the employee elects time off it shall be taken at a time mutually agreed upon by employee and the supervisor.

### 11.4 FLOATING HOLIDAYS – The two floating holidays (16 hours total for full-time employees) may be used pursuant to all of the following guidelines:

#### 11.4.1 The employee has been employed for a minimum of six months; and

#### 11.4.2 The request does not unduly disrupt service to the public and has received prior approval.

#### 11.4.3 Employees who work less than a full-time schedule shall have their two floating holidays prorated based on their regular work schedule.

#### 11.4.4 Floating holidays must be taken during the calendar year or the days will be forfeited. Exceptions to this "use it or lose it" provision may only be granted by the City Manager and only when the employee can show that management has unduly denied the employee an opportunity to schedule and use his or her floating holiday(s).

## ARTICLE 12 NOTICE OF DISCIPLINE AND DISCHARGE

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- 12.1 JUST CAUSE – The City or Court may discipline and discharge employees for just cause.
  - 12.2 NOTICE – The City or Court shall notify the bargaining unit employee of any punitive disciplinary action concurrent with commencement of the action.
  - 12.2.1 With the exception of instances of egregious misconduct, the City or Court agree that all non-probationary employees shall be given two (2) weeks’ notice, or two (2) weeks’ pay prior to discharge.
  - 12.3 PROGRESSIVE DISCIPLINE – The City and Court agree that, with the exception of instances of serious misconduct, discipline will generally proceed from less severe to more severe (for example: oral warning, written warning, suspension without pay, and then termination). However, the City and Court retain the sole right to determine what level and type of discipline should be imposed.
  - 12.4 TERMINATION – Non-probationary employees shall be notified in writing of the reason(s) for discharge at the time of or prior to separation. The Union shall be furnished with a copy of the reasons for discharge concurrent with commencement of the action.
  - 12.5 PROBATIONARY EMPLOYEES – The City or Court may separate probationary employees with or without cause, and is not subject to Article 13 (Grievance).

## **ARTICLE 13 GRIEVANCE**

- 13.1 PROCEDURE – A grievance shall be any disagreement as to the interpretation or application of a specific provision of this Agreement. No grievance shall be considered or processed unless it is submitted within fifteen (15) business days after the occurrence of the event giving rise to the grievance or within fifteen (15) business days after the employee or the Union has or should have obtained knowledge of the occurrence of the event giving rise to the grievance. In no case will the City or Court consider a grievance unless it is submitted within sixty (60) calendar days of the occurrence of the event giving rise to the grievance regardless of any claims of knowledge or notice. Verbal warnings or verbal reprimands may not be grieved.
- 13.2 STEP ONE
  - 13.2.1 For non-Court employees, the employee or their steward shall bring the grievance to the attention of the (non-bargaining unit) supervisor. The grievance must be submitted in writing and must specify the specific provision(s) of this Agreement believed to have been violated, the manner in which the violation is alleged to have occurred, the names of any relevant witnesses, and the remedy requested. The supervisor will investigate the grievance and attempt to effectuate an equitable solution.
  - 13.2.2 For Court employees, the employee shall submit the grievance to the Court Administrator. The Court Administrator shall respond to the grievance in accordance with Step One, above.
- 13.3 STEP TWO

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- 13.3.1 For non-Court employees, if an equitable solution is not reached at the expiration of fifteen (15) business days, the grievant may appeal the matter to the director of the appropriate department. The Step Two grievance must be submitted in writing and must specify the specific provision(s) of this agreement believed to have been violated, the manner in which the violation is alleged to have occurred, the names of any relevant witnesses, and the remedy requested. The department head or designee will investigate the grievance and reply in writing within fifteen (15) business days.
- 13.3.2 For Court employees, the Court Administrator will promptly forward a copy of any Step 2 grievance to the Presiding Judge. If the grievance involves subject matter delegated to the Court under GR 29(f), the Presiding Judge shall respond to the grievance in accordance with Step Two, above.
- 13.4 STEP THREE
- 13.4.1 For non-Court employees, if the City's director of the department's response does not satisfy the grievant, the matter may be appealed within fifteen (15) business days of receipt of the director's written response to the City Manager. The Step Three grievance must be submitted in writing and must specify the specific provision(s) of this Agreement believed to have been violated, the manner in which the violation is alleged to have occurred, the names of any relevant witnesses, and the remedy requested. The City Manager or designee will investigate the grievance and reply in writing within fifteen (15) business days.
- 13.4.2 For Court employees, the City Manager will promptly forward a copy of any Step 3 grievance to the Presiding Judge. If the grievance involves subject matter delegated to the Court under GR 29(f), the Court's response at Step Two shall be adopted for Step Three unless the Court determines otherwise.
- 13.5 STEP FOUR – If the City's response does not satisfy the Union, the Union may request arbitration. The request for arbitration must be submitted to the City Manager within fifteen (15) business days of receipt of the Step Three response. The Union's request for arbitration must be submitted in writing and must specify the specific provision(s) of this agreement believed to have been violated, the manner in which the violation is alleged to have occurred, and the remedy requested.

If the grievance involves a Court employee and the subject matter is delegated to the Presiding Judge under GR 29(f), the Presiding Judge shall be involved in the arbitration process and may substitute entirely for the Employer, depending on the subject matter involved.

Within fifteen (15) business days of notice to the City Manager, the Union must submit a request to the Public Employment Relations Commission (PERC) to certify a panel of nine (9) arbitrators with a business office in Washington or Oregon. Alternatively, before the fifteen (15) business day period has expired, the Union and the City may mutually agree upon an arbitrator. If a PERC panel is used, after flipping a coin to determine which party goes first, the parties shall alternately eliminate the name of one person on the list until only one name remains. The person whose name was not eliminated shall be the arbitrator, and arbitration shall commence on a mutually acceptable date.

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- 13.6      **AUTHORITY OF THE ARBITRATOR** – Questions of arbitrability shall be decided by the arbitrator. Only after a decision is made that the matter is procedurally arbitrable or that such preliminary determination cannot reasonably be made, the arbitrator shall proceed to hear the merits of the dispute. The arbitrator shall have no authority to rule contrary to, amend, modify, nullify, add to, or subtract from the provisions of this Agreement. The arbitrator shall have no authority to amend or modify a penalty or other management action except by finding a contractual violation. The arbitrator shall hold a hearing so that both parties may present their respective cases. The decision of the arbitrator shall be rendered within thirty (30) calendar days after the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties to the grievance provided the decision does not involve action by the City which is beyond its jurisdiction.
- 13.7      **COSTS AND EXPENSES** – Expenses incident to the services of the arbitrator shall be borne equally by the parties regardless of the decision of the arbitrator and for court reporter expenses. Each party shall be responsible for compensation of its own representatives, attorneys and witnesses.
- 13.8      **TIME LIMITS** – Time limits referred to in the Article may be waived by mutual written agreement. It is the intent of the parties that all procedures and timelines set forth herein shall be strictly followed. If the City fails to timely respond during the grievance procedure, the grievance shall automatically move to the next grievance step. If the grievant or the Union fail to timely advance the grievance to the next step, the grievance right is waived, and the grievance is abandoned forever.
- 13.9      In the case of disciplinary actions, both appealable to the Civil Service Commission and grievable under the terms of this contract, a written election of remedies shall be made after receipt of the Step 3 response. An employee may elect to either pursue an appeal to the Civil Service Commission or continue with the contractual grievance procedure, but not both. Time limits will be extended for either side, if necessary, to complete a reasonable investigation before the election of remedies is made. Appeal for disciplinary actions shall proceed directly to the Civil Service Commission pursuant to the rules of the Commission or to Step 3 as provided in this agreement.

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**ARTICLE 14 HEALTH AND WELFARE INSURANCE BENEFITS**

- 14.1 The Employer will make available to all full-time employees and their enrolled dependents a choice between four Association of Washington Cities health care plans: (1) HealthFirst 250, (2) KP200, (3) a HealthFirst High Deductible plan, or (4) a Kaiser Permanente High Deductible plan.
- 14.2 The City's premium share for medical benefits for the duration of the agreement is reflected in Appendix D.
- 14.3 DENTAL COVERAGE – The City shall provide and pay all premiums for dental insurance for full time employees and their enrolled dependents through the Association of Washington Cities Dental Plan E.
- 14.4 VISION COVERAGE – The Employer shall pay 100% of the premiums for the VSP vision care plan.
- 14.5 DISABILITY COVERAGE – The City shall provide long-term disability coverage to each employee covered by this Agreement. The plan shall provide a 60% benefit payable after a ninety (90) day elimination period.
- 14.6 LIFE INSURANCE – The City will provide, on behalf of each full-time employee, term-life insurance in the face amount of \$100,000, \$10,000 coverage for the employee's spouse, and \$2,000 for each dependent child. However, at no time shall the amounts provided violate the provisions of RCW 48.24.030. The City shall pay the full premium cost for the above life insurance.
- 14.7 Employees who work less than full-time or less than a full month shall accrue insurance benefits on a prorated basis. When the employee is on leave without pay, their eligibility for and health and welfare benefits shall be consistent with City policy.
- 14.8 The Employees may establish a Retiree Medical Savings Plan through employee contributions.

**ARTICLE 15 WAGES AND LONGEVITY**

- 15.1 Effective January 1, 2022, the City shall provide a 4.0% general wage adjustment to all employees.
- 15.2 Effective January 1, 2023, the City shall provide a 3.25% general wage adjustment to all employees.
- 15.3 Effective January 1, 2024, the City shall provide a 3.0% general wage adjustment to all employees.
- 15.4 Progression through the above step plan shall be based upon satisfactory performance as determined by the Employer.

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- 15.5 ANNUAL STEP INCREASES - Based on satisfactory performance, each eligible employee shall receive an annual step increase on the anniversary date. Within-grade step increases will be 5% on the employee's base salary (excluding any and all premiums) for step increases between the minimum and midpoint of the grade, and 2.5% for step increases above the midpoint of the grade. New employees or existing employees who transferred or promoted into positions requiring an additional six-month probationary period, shall receive a step increase upon successful completion of the probationary period. For employees that, under Article 21.1, are holding a Civil Service position, the initial step increase shall be at the six-month anniversary. At no time shall step increases or compensation exceed the maximum of the grade.
- 15.6 PROMOTIONS - If an employee is promoted through re-classification of a position to a higher level or through appointment to another bargaining unit position at a higher level, his/her salary shall be increased to the greater of the minimum of the new salary grade or 105% of the previous salary.
- 15.7 DEMOTIONS - An employee who is demoted for disciplinary or voluntary reasons will receive a reduction in salary as determined by the department director and City Manager so that the new salary is within the appropriate grade for the new classification.
- 15.8 HIRING SALARY - The hiring salary is solely determined by the City. New employees generally will begin their employment at the minimum of the grade for the classification. With the approval of the City Manager, a new employee may be started beyond the minimum of the grade if the City Manager is convinced that the best qualified applicant has experience and qualifications exceeding advertised requirements.
- 15.9 Part-time employees shall receive the hourly equivalent of the above monthly wage rates for all hours worked. For the purpose of this section, hourly rate shall be defined as the monthly rate of pay divided by 173.33.
- 15.10 LONGEVITY - The City agrees to the following longevity pay scale which shall be added to the monthly salary of each employee eligible:
- |                    |          |
|--------------------|----------|
| Starting 5th year  | \$50.00  |
| Starting 10th year | \$100.00 |
| Starting 15th year | \$150.00 |
| Starting 20th year | \$200.00 |
| Starting 25th year | \$250.00 |
| Starting 30th year | \$300.00 |
| Starting 35th year | \$350.00 |
- 15.11 TUITION REIMBURSEMENT - Employees may apply for tuition reimbursement through Policy 200-1880 with an annual cap of \$1,000.
- 15.12 UNIFORM ALLOWANCE FOR CODE ENFORCEMENT OFFICERS: Code Enforcement Officers are responsible for purchasing required and authorized uniforms, footwear, and equipment used in the day-to-day performance of their positions. Newly-hired officers will receive a \$1,200 uniform allowance and then are eligible for the next regular \$600 installment following at least 12 months of employment. For example, an officer beginning employment in March would receive a \$1,200 allowance and be eligible for a
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\$600 allowance in July of the subsequent calendar year. Thereafter, the officer will receive the uniform allowance of \$600 each on their January and July payroll.

#### **ARTICLE 16      DEFERRED COMPENSATION MATCH**

- 16.1      The Employer shall contribute matching funds into one of the City's adopted deferred compensation programs as follows: for each dollar contributed by the employee, the Employer shall contribute dollar-for-dollar matching funds to a maximum of six and two-tenths percent (6.2%) of the employee's regular rate of pay. The employee may contribute additional funds with no Employer match as determined or restricted by the adopted deferred compensation plan.

#### **ARTICLE 17      SAVINGS CLAUSE**

- 17.1      Should any provisions of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect.

#### **ARTICLE 18      ENTIRE AGREEMENT**

- 18.1      The parties acknowledge that each as had the unlimited right to make proposals and to negotiate fully the terms and conditions of this Agreement and any matter deemed a proper subject for a collective bargaining agreement. The results of this exercise of rights are set forth in this agreement.
- 18.2      The agreement expressed herein in writing constitutes the entire agreement between the parties, and no oral or written statements shall supersede any of its provisions unless mutually agreed upon by both parties and an amendment or revision to said article or section is properly adopted by both the Union and the City.

#### **ARTICLE 19      CONTRACTING/SUBCONTRACTING**

- 19.1      It is the general policy of the City to continue to utilize its employees to perform work that they are qualified to perform. However, the City reserves the right to contract out and/or eliminate any work it deems necessary in the interests of efficiency, economy, improved work product, or emergency. Nothing in this Agreement shall prevent the City from exercising its right to contract out and/or eliminate any work or functions performed by employees in this bargaining unit.
- 19.2      Except where an emergency situation exists, before the City changes its policy involving the overall elimination, contracting, and/or subcontracting of work in a general area, where such policy change will result in the loss of work and/or layoff of more than one bargaining unit employee, the City will notify the Union of the elimination and/or contracting of such work or functions, provide the Union with a 30-day period for comments, and consider the Union's comments before making a final determination.

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- 19.3 The City agrees that it will not layoff bargaining unit employee to replace them with contracted labor if the work/function will continue to be performed/provided by the City of Shelton. This provision does not apply to inter-agency contracts with other governmental entities.

## **ARTICLE 20 NO STRIKE, NO LOCKOUT**

- 20.1 Neither the Union, nor its officers, agents, representatives, or members shall instigate, promote, cause, engage in or authorize its members to instigate, promote, cause or engage in any strike, sympathy strike, shutdown, slowdown, picketing or any other stoppage of work or interference of any kind with operations during the life of this agreement.
- 20.2 In the event of unauthorized interruptions, the Union agrees it will join the City in requiring members to return to work immediately. Upon failure, employees who engage in any of the foregoing actions shall be subject to disciplinary action, up to and including suspension or discharge. No individual shall receive any portion of his or her salary or benefits while engaging in activities in violation of this Article.
- 20.3 There shall be no lockout by the City during the term of the Agreement.

## **ARTICLE 21 SENIORITY**

- 21.1 PROBATION – All new employees, including rehires, shall be considered probationary employees and must successfully complete a six- (6) month probationary period before attaining regular employee status. During the probationary period, the probationary employee may be disciplined or discharged at the sole discretion of the City and such action shall not be subject to appeal to the grievance procedure. Civil Service employees will have a twelve (12) months probationary period.
- 21.2 PROMOTIONS AND TRANSFERS. When a non-Civil Service vacancy within the bargaining unit is created and the City decides to fill the vacancy, bargaining unit employees with the necessary qualifications shall have a three-business-day period to apply for the position before the vacant position is advertised externally. The three-business-day period is for consideration only, and the City retains all rights to select and hire personnel.
- 21.3 PROCEDURES FOR REDUCTION IN PERSONNEL. Employees will be laid off from the affected classification (based on job title) within the department in accordance with their seniority and their ability to perform the remaining work available without further training. Ability to perform the work shall take into consideration the employee's training, experience, skills, educational requirements (where appropriate), and specific licenses and certifications related to the job. When two or more employees have relatively equal qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.
- 21.4 RECALL PROCEDURE. Employees shall be recalled in the reverse order of layoff by classifications within the department. The City has no obligation to recall an employee

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after he or she has been on continuous layoff for a period of one year. Also, if an employee does not return to work when recalled, the City shall have no further obligation to recall the individual.

- 21.5 Any employee elected as a delegate on behalf of the Union necessitating leave, may at the discretion of the Department Head be granted vacation leave or leave without pay by the City, provided sufficient advance notice is given so that such employee's work may be properly cared for.
- 21.6 Seniority shall be retained and accumulated for any employee who has been promoted to a position out of the bargaining unit for a period of twelve (12) months, at the end of which time his/her seniority shall be forfeited.

## **ARTICLE 22 EMERGENCY COOPERATION**

- 22.1 The City and the Union agree to work in partnership toward a flexible and expeditious response to man-made and natural disasters and emergencies, including potential emergency conditions arising from computer problems. For the purpose of this Article "emergency or disaster" shall have the meaning as provided in RCW 38.52.010 (6). Under conditions of emergency or disaster, the Union agrees that in accordance with its management rights provisions of this Agreement the City may take the following emergency actions: (1) assign out-of-class work to bargaining unit employees; (2) assign bargaining unit work to excluded employees and/or management employees; (3) assign duties to bargaining unit employees which are not within the job descriptions of the employee(s); (4) hire temporary and contract employees to do bargaining unit work when no qualified bargaining unit employee is available; (5) in the event of a serious revenue shortfall resulting from an emergency or disaster, the City may offer bargaining unit employees the option of a temporary reduction in their compensation in lieu of reduction in force. Under the conditions of an emergency or disaster, the Union agrees that so long as the emergency actions described herein are undertaken during the existence of an emergency or disaster (with a City Commission declaration of an emergency or disaster as soon as practicable), or the period of recovery immediately following an emergency or disaster, such action shall not constitute a violation of any terms or conditions of the Agreement.

## **ARTICLE 23 DURATION**

- 23.1 This Agreement shall remain in full force and effect January 1, 2022 through December 31, 2024. Written notice shall be provided within 30 days of ratification by the parties. The Union and City shall give written notice on or before September 1st of any year the Agreement is due to be amended or terminated; provided, that if notice of modification or termination is given, this Agreement shall remain in effect consistent with RCW 41.56.123. On notice, the parties shall meet and negotiate in good faith to arrive at agreed modification or new contract to be effective as the expiration of the term thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

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**CITY OF SHELTON**

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**IAM AW LOCAL LODGE W-38**

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Jeff Niten  
City Manager

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Date

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Brad McQuade  
Union President

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Date

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Jeff Wagner  
Business Representative

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Date

**Appendix A**  
**2022 Wage Schedule**

<b>2022 WAGE SCHEDULE</b> <b>CUSTOMER SERVICE EMPLOYEES</b> (Includes 4.0% general wage adjustment)											
Position	Grade		Base Min Step A	End of 6 Mths Step B	End of 1 Year Step C	End of 18 Mths Step D	End of 2 Years Step E	End of 3 Years Step F	End of 4 Years Step G	End of 5 Years Step H	End of 6 Years Step I
Customer Service Rep. II	14	Yearly	40,252.00	42,264.60	44,377.83	46,596.72	47,994.62	49,434.46	50,917.49	52,445.02	54,018.37
		Monthly	3,354.33	3,522.05	3,698.15	3,883.06	3,999.55	4,119.54	4,243.12	4,370.42	4,501.53
		Hourly	19.35	20.32	21.34	22.40	23.07	23.77	24.48	25.21	25.97
Customer Service Spec. II Administrative Support Asst.	15	Yearly	42,126.00	44,232.30	46,443.91	48,766.11	50,229.09	51,735.96	53,288.04	54,886.68	56,533.28
		Monthly	3,510.50	3,686.03	3,870.33	4,063.84	4,185.76	4,311.33	4,440.67	4,573.89	4,711.11
		Hourly	20.25	21.27	22.33	23.45	24.15	24.87	25.62	26.39	27.18
Permit & Applications Coord. Judicial Specialist	16	Yearly	44,252.00	46,464.60	48,787.83	51,227.21	52,764.04	54,346.96	55,977.37	57,656.69	59,386.39
		Monthly	3,687.67	3,872.05	4,065.65	4,268.93	4,397.00	4,528.91	4,664.78	4,804.72	4,948.87
		Hourly	21.28	22.34	23.46	24.63	25.37	26.13	26.91	27.72	28.55
Records/Evidence Clerk	17	Yearly	48,110.40	50,515.50	53,041.28	55,693.34	57,364.14	59,085.06	60,857.61	62,683.34	64,563.84
		Monthly	4,009.20	4,209.63	4,420.11	4,641.11	4,780.35	4,923.76	5,071.47	5,223.61	5,380.32
		Hourly	23.13	24.29	25.50	26.78	27.58	28.41	29.26	30.14	31.04
Sr. Judicial Specialist	18	Yearly	51,048.04	53,600.71	56,280.85	59,094.89	60,867.32	62,693.34	64,574.14	66,511.36	68,506.70
		Monthly	4,254.00	4,466.73	4,690.07	4,924.57	5,072.28	5,224.45	5,381.18	5,542.61	5,708.89
		Hourly	24.54	25.77	27.06	28.41	29.26	30.14	31.05	31.98	32.94
Code Enforcement Officer Sr. Records/Evidence Clerk	19	Yearly	53,599.63	56,279.61	59,093.59	62,048.27	63,909.71	65,827.00	67,801.82	69,835.87	71,930.95
		Monthly	4,466.64	4,689.97	4,924.47	5,170.69	5,325.81	5,485.58	5,650.15	5,819.66	5,994.25
		Hourly	25.77	27.06	28.41	29.83	30.73	31.65	32.60	33.57	34.58
	20	Yearly	56,280.85	59,094.89	62,049.63	65,152.11	67,106.68	69,119.88	71,193.47	73,329.28	75,529.16
		Monthly	4,690.07	4,924.57	5,170.80	5,429.34	5,592.22	5,759.99	5,932.79	6,110.77	6,294.10
		Hourly	27.06	28.41	29.83	31.32	32.26	33.23	34.23	35.25	36.31
Sr. Code Enforcement Officer	21	Yearly	59,083.45	62,038.06	65,139.96	68,396.96	70,448.87	72,562.33	74,739.20	76,981.37	79,290.81
		Monthly	4,923.62	5,169.84	5,428.33	5,699.75	5,870.74	6,046.86	6,228.27	6,415.11	6,607.57
		Hourly	28.41	29.83	31.32	32.88	33.87	34.89	35.93	37.01	38.12

**Appendix B**  
2023 Wage Schedule

<b>2023 WAGE SCHEDULE</b> <b>CUSTOMER SERVICE EMPLOYEES</b> (Includes 3.25% general wage adjustment)											
Position	Grade		Base Min Step A	End of 6 Mths Step B	End of 1 Year Step C	End of 18 Mths Step D	End of 2 Years Step E	End of 3 Years Step F	End of 4 Years Step G	End of 5 Years Step H	End of 6 Years Step I
Customer Service Rep. II	14	Yearly Monthly Hourly									
Customer Service Spec. II Administrative Support Asst.	15	Yearly Monthly Hourly									
Permit & Applications Coord. Judicial Specialist	16	Yearly Monthly Hourly									
Records/Evidence Clerk	17	Yearly Monthly Hourly									
Sr. Judicial Specialist	18	Yearly Monthly Hourly									
Code Enforcement Officer Sr. Records/Evidence Clerk	19	Yearly Monthly Hourly									
	20	Yearly Monthly Hourly									
Sr. Code Enforcement Officer	21	Yearly Monthly Hourly									



**Appendix C**  
2024 Wage Schedule

<b>2024 WAGE SCHEDULE</b> <b>CUSTOMER SERVICE EMPLOYEES</b> (Includes 3.0% general wage adjustment)											
Position	Grade		Base Min Step A	End of 6 Mths Step B	End of 1 Year Step C	End of 18 Mths Step D	End of 2 Years Step E	End of 3 Years Step F	End of 4 Years Step G	End of 5 Years Step H	End of 6 Years Step I
Customer Service Rep. II	14	Yearly Monthly Hourly									
Customer Service Spec. II Administrative Support Asst.	15	Yearly Monthly Hourly									
Permit & Applications Coord. Judicial Specialist	16	Yearly Monthly Hourly									
Records/Evidence Clerk	17	Yearly Monthly Hourly									
Sr. Judicial Specialist	18	Yearly Monthly Hourly									
Code Enforcement Officer Sr. Records/Evidence Clerk	19	Yearly Monthly Hourly									
	20	Yearly Monthly Hourly									
Sr. Code Enforcement Officer	21	Yearly Monthly Hourly									

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**Appendix D**  
Medical Insurance and Health Reimbursement Account

- D.1 Effective with the January 2022 payroll, based on the employee and dependents' medical insurance enrollment, the Employer shall contribute a flat dollar amount of up to one thousand and seven hundred dollars (\$1,700.00) per month toward the cost of medical insurance. Employees not utilizing the full \$1,700 may start a HRA and request the City deposit the difference up to \$75.00 per month into the HRA.

In no case shall the total contribution the City will pay for medical premiums and an HRA exceed \$1,700.00. Employees who choose a High Deductible plan may request that the City contribute 50% of the savings to the City between HealthFirst 250 and the High Deductible plan into an HSA.

- D.2 Effective with the January 2023 payroll, based on the employee and dependents' medical insurance enrollment, the Employer shall contribute a flat dollar amount of up to one thousand and seven hundred and fifty dollars (\$1,750.00) per month toward the cost of medical insurance. Employees not utilizing the full \$1,750.00 may start a HRA and request the City deposit the difference up to \$75.00 per month into the HRA.

In no case shall the total contribution the City will pay for medical premiums and an HRA exceed \$1,750.00. Employees who choose a High Deductible plan may request that the City contribute 50% of the savings to the City between HealthFirst 250 and the High Deductible plan into an HSA.

- D.3 Effective with the January 2024 payroll, based on the employee and dependents' medical insurance enrollment, the Employer shall contribute a flat dollar amount of up to one thousand and eight hundred dollars (\$1,800.00) per month toward the cost of medical insurance. Employees not utilizing the full \$1,800.00 may start a HRA and request the City deposit the difference up to \$75.00 per month into the HRA.

In no case shall the total contribution the City will pay for medical premiums and an HRA exceed \$1,800.00. Employees who choose a High Deductible plan may request that the City contribute 50% of the savings to the City between HealthFirst 250 and the High Deductible plan into an HSA.