



Shelton City Council  
Meeting Agenda – Virtual Platform  
April 19, 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 107241 in the total amount of \$4,446.75
2. Vouchers numbered 107250 through 107255 in the total amount of \$32,242.93
3. Vouchers numbered APA000215 through APA000249 in the total amount of \$37,675.33
4. Vouchers numbered 107276 through 107281 in the total amount of \$7,847.13
5. Vouchers numbered APA000250 through APA000300 in the total amount of \$105,218.03
6. Minutes from Study Session of March 22, 2022
7. February Financial Status Report

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

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

1. Public Hearing – Ordinance No. 1984-0222 Shelton Municipal Code Ch. 20.08 & 20.64-Neighborhood Residential Zone – Presented by Community Development Director Mark Ziegler
2. YMCA Purchase and Sale Agreement – Presented by City Manager Jeff Niten
3. Resolution No. 1231-0222 ILA with Mason Transit Authority – Presented by City Engineer Ken Gill
4. Resolution No. 1236-0322 EM&R Dump Truck Purchase – Presented by Public Works Director Jay Harris
5. Resolution No. 1235-0322 Approval of City Manager Contract – Presented by Administrative Services Director Michelle Sutherland
6. Hearing Examiner Services Contract – Presented by Community Development Director Mark Ziegler

**F. Action Agenda (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. Administration Reports**

1. City Manager Report

**H. New Items for Discussion**

**I. Announcement of Next Meeting – May 3, 2022 at 6:00 p.m.**

**J. 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. 4/26<br>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:<br>4/22 @ noon      |
| Tues. 5/3<br>6:00 p.m.  | Regular Meeting | Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Presentation <ul style="list-style-type: none"> <li>• Public Works Week Proclamation</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>• Ordinance No. 1987-0422 Ch. 20.47.010<br/>Related to Camping on Private Property</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• YMCA Purchase and Sale Agreement</li> <li>• Ordinance No. 1984-0222 Shelton Municipal<br/>Code Chapter 20.08 and 20.64</li> <li>• Resolution No. 1235-0322 Approval of City<br/>Manager Contract</li> <li>• Resolution No. 1231-0222 ILA with MTA</li> <li>• Hearing Examiner Services</li> <li>• LTAC Appointments</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul> | Packet Items Due:<br>4/22 – 5:00 p.m. |
| Tues. 5/10<br>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:<br>5/6 @ noon       |
| Tues. 5/17<br>6:00 p.m. | Regular Meeting | Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> <li>• March Financial Status Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</li> </ul> Action Agenda <ul style="list-style-type: none"> <li>• Ordinance No. 1987-0422 Ch. 20.47.010<br/>Related to Camping on Private Property</li> </ul> Administration Report <ul style="list-style-type: none"> <li>•</li> </ul>  | Packet Items Due:<br>5/6 – 5:00 p.m.  |
| Tues. 5/24<br>6:00 p.m. | Study Session   | Study Agenda <ul style="list-style-type: none"> <li>• Stormwater Management Plan</li> </ul>   | Packet Items Due:<br>5/20 @ noon      |
| Tues. 6/7<br>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:<br>5/27 – 5:00 p.m. |

|                         |                 |  |                                       |
|-------------------------|-----------------|--|---------------------------------------|
| Tues. 6/14<br>6:00 p.m. | Study Session   | Study Agenda <ul style="list-style-type: none"> <li>Public Works Laydown Yard</li> </ul>   | Packet Items Due:<br>5/10 @ noon      |
| Tues. 6/21<br>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:<br>5/10 – 5:00 p.m. |
| Tues. 6/21<br>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:<br>5/10 – 5:00 p.m. |
| Tues. 6/28<br>6:00 p.m. | Study Session   | Study Agenda   | Packet Items Due:<br>6/24 @ noon      |
| Tues. 7/5<br>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:<br>6/24 – 5:00 p.m. |
| Tues. 7/12<br>6:00 p.m. | Study Session   | Study Agenda   | Packet Items Due:<br>7/8 @ noon       |
| Tues. 7/19<br>6:00 p.m. | Regular Meeting | Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> <li>May 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:<br>7/8 – 5:00 p.m.  |


Other – TBD

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

## VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described herein vouchers number 107241 the total amount of \$4,446.75 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 29th 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

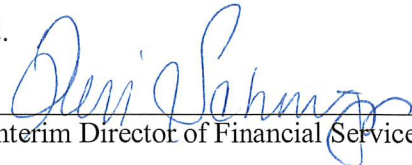
\_\_\_\_\_  
Councilmember Deidre Peterson

\_\_\_\_\_  
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 107250 through number 107255 in the total amount of 32,242.93 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 15 of April, 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 APA000215 through number APA000249 in the total amount of \$37,675.33 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 of April, 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

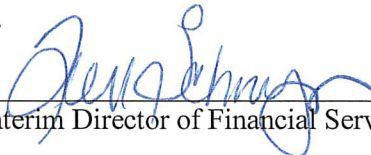
\_\_\_\_\_  
Councilmember Deidre Peterson

\_\_\_\_\_  
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 107276 through number 107281 in the total amount of \$7,847.13 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 8<sup>th</sup> of April, 2022.

  
\_\_\_\_\_  
Interim Director of Financial Services

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

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Mayor Eric Onisko

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

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

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

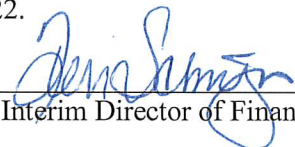
\_\_\_\_\_  
Councilmember Kathy McDowell

\_\_\_\_\_  
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 APA000250 through number APA000300 in the total amount of \$105,218.03 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims. Signed this 8<sup>th</sup> of April, 2022.

  
\_\_\_\_\_  
Interim Director of Financial Services

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

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Councilmember Miguel Gutierrez

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Councilmember Kathy McDowell

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

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



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

Study Session Special Meeting Minutes

March 22, 2022 – 6:00 p.m.

Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

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

#### **Personnel:**

City Manager Jeff Niten  
City Clerk Donna Nault  
Police Chief Carole Beason

### **CALL TO ORDER**

Call to Order: 6:00 p.m.

Roll Call: City Clerk Nault – All Present

### **STUDY AGENDA**

1. Ch. 20.47.010 Related to Camping on Private Property – Presented by Police Chief Carole Beason

Police Chief Beason discussed changes to Shelton Municipal Code Chapter 8.74. Discussion followed.

### **NEW ITEMS FOR DISCUSSION**

- Movies in the Park

### **ADJOURN**

Mayor Onisko adjourned the meeting at 6:24 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault

# February 2022 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview

|                                       | 2022<br>Budget     | 2022<br>thru February | 2022<br>Est Actual | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---------------------------------------|--------------------|-----------------------|--------------------|--|--|
| Revenues                              | 15,123,340         | 1,936,876             | 14,843,530         | (279,810)                              | -1.9%                                    |
| Expenditures                          | 15,685,430         | 2,193,809             | 15,507,670         | 177,760                                | 1.1%                                     |
| Net Revenues Less Expenditures        | (562,090)          | (256,933)             | (664,140)          | (102,050)                              |  |
| Beginning Fund Balance                | 4,778,810          |                       | 4,778,810          |  |  |
| Ending Fund Balance                   | 4,216,720<br>26.9% |                       | 4,114,670<br>26.5% |  |  |
| <u>Ending Fund Balance Breakdown:</u> |                    |                       |                    |  |  |
| Reserved - 20% of Budget              | 3,137,086          |                       | 3,137,086          |  |  |
| Unreserved Fund Balance               | 1,079,634          |                       | 977,584            |  |  |
| <b>Total Fund Balance</b>             | <b>4,216,720</b>   |                       | <b>4,114,670</b>   |  |  |

### Summary

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

Analysis through February shows an overall negative budget variance of \$102 thousand.

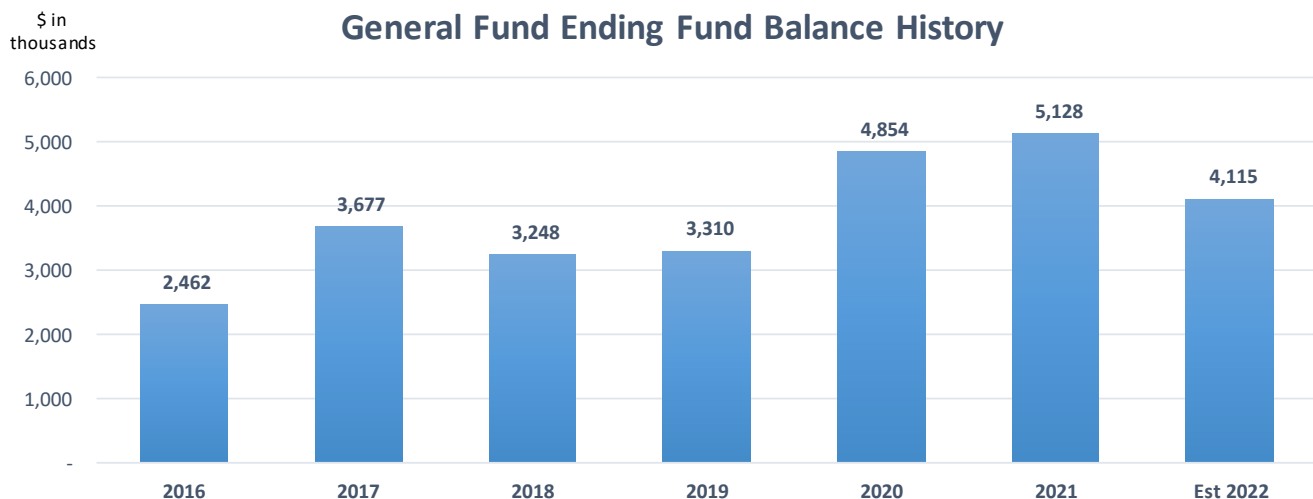
General Fund Reserves are estimated to end the year at \$4.1 million, or 26.5% of 2022 budgeted expenditures.

#### Revenue Overview

Revenues are currently estimated to end the year approximately \$280 thousand, or -1.9% lower than budgeted.

#### Expenditure Overview

Expenditures are currently estimated to end the year approximately \$178 thousand, or 1.1% lower than budgeted.



# February 2022 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Revenues

| Revenue Categories         | 2022<br>Budget    | 2022<br>thru February | 2022<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|----------------------------|-------------------|-----------------------|---------------------|--|--|
| <b>Taxes:</b>              |                   |                       |                     |  |  |
| Property                   | 2,535,900         | 20,976                | 2,535,900           | -                                      | 0.0%                                     |
| Sales & Use                | 3,353,860         | 579,581               | 3,182,620           | (171,240)                              | -5.1%                                    |
| City Utility               | 1,225,750         | 232,994               | 1,285,550           | 59,800                                 | 4.9%                                     |
| Non-City Utility           | 1,301,400         | 255,206               | 1,188,550           | (112,850)                              | -8.7%                                    |
| Business & Occupation      | 997,500           | 235,901               | 997,500             | -                                      | 0.0%                                     |
| Other                      | 40,430            | 9,730                 | 40,430              | -                                      | 0.0%                                     |
| Licenses & Permits         | 296,900           | 60,734                | 279,480             | (17,420)                               | -5.9%                                    |
| Intergovernmental Revenue  | 1,963,910         | 65,508                | 1,971,230           | 7,320                                  | 0.4%                                     |
| Charges for Goods/Services | 3,201,890         | 435,597               | 3,175,900           | (25,990)                               | -0.8%                                    |
| Fines and Penalties        | 92,550            | 7,113                 | 60,710              | (31,840)                               | -34.4%                                   |
| Miscellaneous Revenue      | 113,250           | 33,535                | 125,660             | 12,410                                 | 11.0%                                    |
| <b>Total Revenues</b>      | <b>15,123,340</b> | <b>1,936,876</b>      | <b>14,843,530</b>   | <b>(279,810)</b>                       | <b>-1.9%</b>                             |

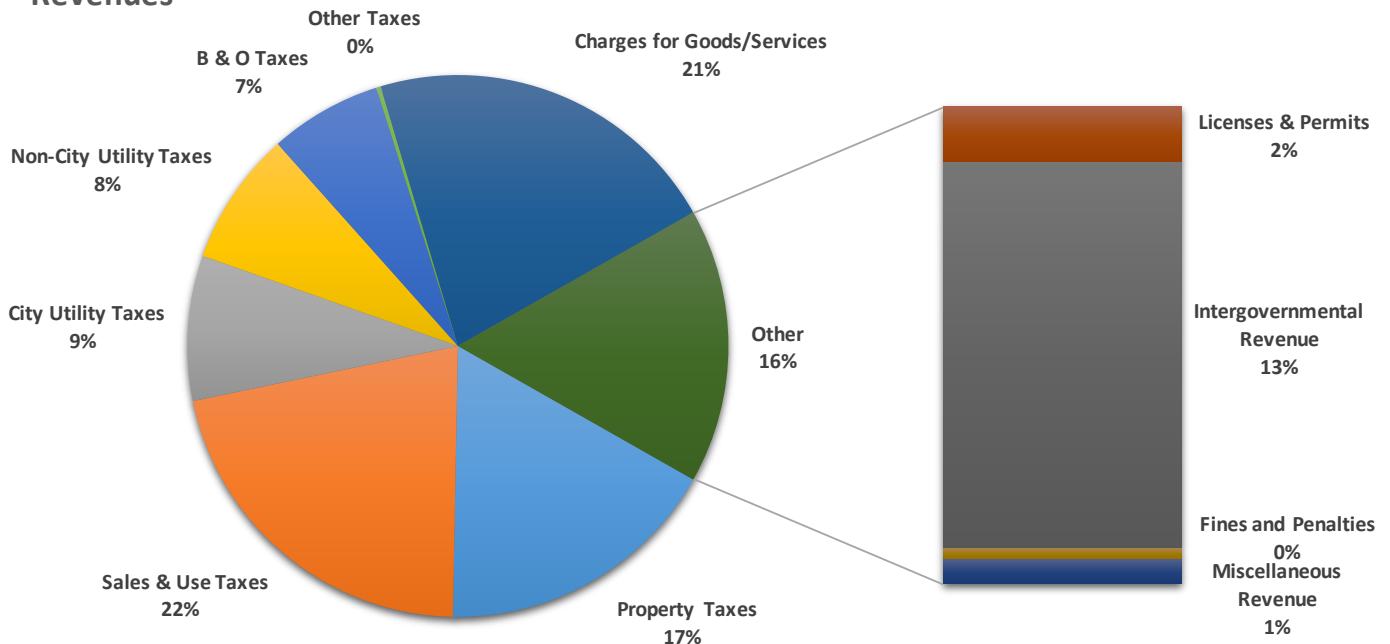
\*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

#### Variance Notes

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

#### 2022 Estimated General Fund Revenues



# February 2022 Monthly Financial Report

## City of Shelton, Washington

### General Fund Overview - Expenditures

| Department                              | 2022<br>Budget    | 2022<br>thru February | 2022<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---|-------------------|-----------------------|---------------------|--|--|
| <b>Administrative Services</b>          |                   |                       |                     |  |  |
| Human Resources                         | 287,870           | 82,146                | 299,100             | (11,230)                               | -3.9%                                    |
| Information Technology                  | 385,020           | 57,245                | 377,450             | 7,570                                  | 2.0%                                     |
| Risk Management                         | 128,060           | 49,354                | 134,450             | (6,390)                                | -5.0%                                    |
| <b>City Clerk</b>                       | 227,660           | 55,008                | 227,810             | (150)                                  | -0.1%                                    |
| <b>City Council</b>                     | 73,530            | 14,318                | 73,510              | 20                                     | 0.0%                                     |
| <b>City Manager</b>                     |                   |                       |                     |  |  |
| City Manager                            | 423,670           | 77,758                | 419,740             | 3,930                                  | 0.9%                                     |
| Legal                                   | 345,870           | 21,255                | 343,910             | 1,960                                  | 0.6%                                     |
| Detentions/Corrections-Contract         | 430,740           | 46,811                | 427,610             | 3,130                                  | 0.7%                                     |
| <b>Community Dev, Parks, Facilities</b> |                   |                       |                     |  |  |
| Civic Center Activities                 | 71,360            | 8,910                 | 61,380              | 9,980                                  | 14.0%                                    |
| Community Development                   | 615,210           | 125,985               | 606,670             | 8,540                                  | 1.4%                                     |
| Facility Services                       | 671,120           | 100,314               | 670,590             | 530                                    | 0.1%                                     |
| Parks & Recreation                      | 736,700           | 83,209                | 704,530             | 32,170                                 | 4.4%                                     |
| <b>Finance</b>                          | 1,185,200         | 186,743               | 1,120,100           | 65,100                                 | 5.5%                                     |
| <b>Fire &amp; Emergency Services</b>    | 1,652,740         | 268,407               | 1,648,960           | 3,780                                  | 0.2%                                     |
| <b>Municipal Court</b>                  | 595,060           | 101,000               | 654,120             | (59,060)                               | -9.9%                                    |
| <b>Non-Departmental</b>                 | 3,127,940         | 48,851                | 2,977,120           | 150,820                                | 4.8%                                     |
| <b>Police</b>                           | 3,871,460         | 706,127               | 3,884,200           | (12,740)                               | -0.3%                                    |
| <b>Public Works</b>                     | 856,220           | 160,367               | 876,420             | (20,200)                               | -2.4%                                    |
| <b>Total Expenditures</b>               | <b>15,685,430</b> | <b>2,193,809</b>      | <b>15,507,670</b>   | <b>177,760</b>                         | <b>1.1%</b>                              |

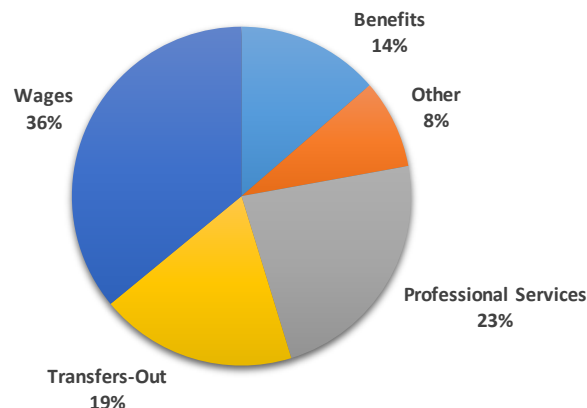
\*2022 estimated actuals are based on historical data, YTD activity, known adjustments and are not year-end actuals.

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

#### Variance Notes

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

### 2022 Estimated General Fund Expenditures



# February 2022 Monthly Financial Report

## City of Shelton, Washington

### General Fund Year-to-Year

|  | 2020<br>Actual    | 2021<br>Actual    | 2022<br>Budget    | 2022<br>thru February | 2022<br>Est Actual |
|--|-------------------|-------------------|-------------------|-----------------------|--------------------|
| <b>Beginning Fund Balance</b>  | <b>3,295,980</b>  | <b>4,853,568</b>  | <b>4,778,810</b>  | <b>4,778,810</b>      | <b>4,778,810</b>   |
| <b>Revenues</b>  |                   |                   |                   |                       |                    |
| Taxes:   |                   |                   |                   |                       |                    |
| Property   | 2,495,035         | 2,502,891         | 2,535,900         | 20,976                | 2,535,900          |
| Sales & Use  | 3,195,310         | 3,368,713         | 3,353,860         | 579,581               | 3,182,620          |
| City Utility   | 1,182,935         | 1,241,561         | 1,225,750         | 232,994               | 1,285,550          |
| Non-City Utility   | 1,138,999         | 1,165,125         | 1,301,400         | 255,206               | 1,188,550          |
| Business & Occupation  | 810,806           | 980,007           | 997,500           | 235,901               | 997,500            |
| Other  | 42,140            | 54,581            | 40,430            | 9,730                 | 40,430             |
| Licenses & Permits   | 344,354           | 281,266           | 296,900           | 60,734                | 279,480            |
| Intergovernmental Revenue  | 1,181,568         | 2,240,637         | 1,963,910         | 65,508                | 1,971,230          |
| Charges for Goods/Services   | 2,968,830         | 2,904,696         | 3,201,890         | 435,597               | 3,175,900          |
| Fines and Penalties  | 85,070            | 78,453            | 92,550            | 7,113                 | 60,710             |
| Miscellaneous Revenue  | 281,387           | 143,345           | 113,250           | 33,535                | 125,660            |
| <b>Total Revenues</b>  | <b>13,726,434</b> | <b>14,961,275</b> | <b>15,123,340</b> | <b>1,936,876</b>      | <b>14,843,530</b>  |
| <b>Expenditures</b>  |                   |                   |                   |                       |                    |
| <b>Administrative Services</b>   |                   |                   |                   |                       |                    |
| Human Resources  | 259,988           | 259,811           | 287,870           | 82,146                | 299,100            |
| Information Technology   | 811,857           | 279,243           | 385,020           | 57,245                | 377,450            |
| Risk Management  | 95,234            | 115,849           | 128,060           | 49,354                | 134,450            |
| <b>City Clerk+</b>   | 69,707            | 198,328           | 227,660           | 55,008                | 227,810            |
| <b>City Council</b>  | 161,137           | 100,744           | 73,530            | 14,318                | 73,510             |
| <b>City Manager</b>  |                   |                   |                   |                       |                    |
| City Manager   | 429,282           | 385,264           | 423,670           | 77,758                | 419,740            |
| Legal  | 315,307           | 286,726           | 345,870           | 21,255                | 343,910            |
| Detentions/Corrections-Contract  | 331,015           | 314,238           | 430,740           | 46,811                | 427,610            |
| <b>Community Dev, Parks, Facilities</b>  |                   |                   |                   |                       |                    |
| Civic Center Activities  | 44,892            | 50,348            | 71,360            | 8,910                 | 61,380             |
| Community Development  | 551,607           | 547,944           | 615,210           | 125,985               | 606,670            |
| Facility Services  | 516,129           | 524,991           | 671,120           | 100,314               | 670,590            |
| Parks & Recreation   | 376,383           | 521,872           | 736,700           | 83,209                | 704,530            |
| <b>Finance</b>   | 939,517           | 928,469           | 1,185,200         | 186,743               | 1,120,100          |
| <b>Fire &amp; Emergency Services</b>   | 1,626,514         | 1,560,701         | 1,652,740         | 268,407               | 1,648,960          |
| <b>Municipal Court</b>   | 498,380           | 528,267           | 595,060           | 101,000               | 654,120            |
| <b>Non-Departmental</b>  | 1,019,695         | 4,250,764         | 3,127,940         | 48,851                | 2,977,120          |
| <b>Police</b>  | 3,451,151         | 3,482,542         | 3,871,460         | 706,127               | 3,884,200          |
| <b>Public Works</b>  | 671,052           | 699,932           | 856,220           | 160,367               | 876,420            |
| <b>Total Expenditures</b>  | <b>12,168,845</b> | <b>15,036,032</b> | <b>15,685,430</b> | <b>2,193,809</b>      | <b>15,507,670</b>  |
| + City Clerk reflects all City Clerk expenses starting in 2021. Prior years included records, elections and code revision costs. |                   |                   |                   |                       |                    |
| Net Revenues less Expenditures   | 1,557,588         | (74,757)          | (562,090)         | (256,933)             | (664,140)          |
| <b>Ending Fund Balance</b>   | <b>4,853,568</b>  | <b>4,778,810</b>  | <b>4,216,720</b>  | <b>4,521,877</b>      | <b>4,114,670</b>   |
| General Fund Reserves  | 4,853,568         | 4,778,810         | 4,216,720         |                       | 4,114,670          |
| based on same year actuals/budget  | 39.9%             | 31.8%             | 26.9%             |                       | 26.5%              |

# February 2022 Monthly Financial Report

## City of Shelton, Washington

### General Fund Month-to-Month

|                                  | 2020<br>thru<br>February | 2021<br>thru<br>February | 2022<br>thru<br>February | 2022 - 2021<br>Variance |         | % of<br>Budget |
|----------------------------------|--------------------------|--------------------------|--------------------------|-------------------------|---------|----------------|
| Revenues                         |                          |                          |                          |                         |         |                |
| Taxes:                           |                          |                          |                          |                         |         |                |
| Property                         | 17,631                   | 59,506                   | 20,976                   | (38,530)                | -64.7%  | 0.8%           |
| Sales & Use                      | 561,521                  | 587,500                  | 579,581                  | (7,920)                 | -1.3%   | 17.3%          |
| City Utility                     | 191,318                  | 192,711                  | 232,994                  | 40,283                  | 20.9%   | 19.0%          |
| Non-City Utility                 | 237,208                  | 219,167                  | 255,206                  | 36,039                  | 16.4%   | 19.6%          |
| Business & Occupation            | 208,652                  | 226,474                  | 235,901                  | 9,427                   | 4.2%    | 23.6%          |
| Other                            | 9,046                    | 5,720                    | 9,730                    | 4,010                   | 70.1%   | 24.1%          |
| Licenses & Permits               | 54,118                   | 52,433                   | 60,734                   | 8,301                   | 15.8%   | 20.5%          |
| Intergovernmental Revenue        | 150,540                  | 85,411                   | 65,508                   | (19,903)                | -23.3%  | 3.3%           |
| Charges for Goods/Services       | 433,463                  | 473,664                  | 435,597                  | (38,067)                | -8.0%   | 13.6%          |
| Fines and Penalties              | 15,092                   | 11,739                   | 7,113                    | (4,626)                 | -39.4%  | 7.7%           |
| Miscellaneous Revenue            | 76,462                   | 25,038                   | 33,535                   | 8,497                   | 33.9%   | 29.6%          |
| Total Revenues                   | 1,955,051                | 1,939,365                | 1,936,876                | (2,489)                 | -0.1%   | 12.8%          |
| Expenditures                     |                          |                          |                          |                         |         |                |
| Administrative Services          |                          |                          |                          |                         |         |                |
| Human Resources                  | 52,401                   | 42,230                   | 82,146                   | 39,916                  | 94.5%   | 28.5%          |
| Information Technology           | 44,046                   | 54,103                   | 57,245                   | 3,142                   | 5.8%    | 14.9%          |
| Risk Management                  | 38,449                   | 43,456                   | 49,354                   | 5,898                   | 13.6%   | 38.5%          |
| City Clerk+                      | 28,586                   | 42,041                   | 55,008                   | 12,967                  | 30.8%   | 24.2%          |
| City Council                     | 34,648                   | 19,533                   | 14,318                   | (5,215)                 | -26.7%  | 19.5%          |
| City Manager                     |                          |                          |                          |                         |         |                |
| City Manager                     | 74,172                   | 79,234                   | 77,758                   | (1,476)                 | -1.9%   | 18.4%          |
| Legal                            | 60,983                   | 41,436                   | 21,255                   | (20,181)                | -48.7%  | 6.1%           |
| Detentions/Corrections-Contract  | 44,195                   | 34,128                   | 46,811                   | 12,683                  | 37.2%   | 10.9%          |
| Community Dev, Parks, Facilities |                          |                          |                          |                         |         |                |
| Civic Center Activities          | 8,094                    | 11,320                   | 8,910                    | (2,410)                 | -21.3%  | 12.5%          |
| Community Development            | 96,566                   | 103,082                  | 125,985                  | 22,903                  | 22.2%   | 20.5%          |
| Facility Services                | 111,451                  | 83,618                   | 100,314                  | 16,695                  | 20.0%   | 14.9%          |
| Parks & Recreation               | 58,031                   | 69,194                   | 83,209                   | 14,015                  | 20.3%   | 11.3%          |
| Finance                          | 177,098                  | 258,346                  | 186,743                  | (71,602)                | -27.7%  | 15.8%          |
| Fire & Emergency Services        | 345,681                  | 261,230                  | 268,407                  | 7,177                   | 2.7%    | 16.2%          |
| Municipal Court                  | 89,531                   | 97,033                   | 101,000                  | 3,968                   | 4.1%    | 17.0%          |
| Non-Departmental                 | 94,890                   | 3,933                    | 48,851                   | 44,918                  | 1142.1% | 1.6%           |
| Police                           | 627,360                  | 707,227                  | 706,127                  | (1,101)                 | -0.2%   | 18.2%          |
| Public Works                     | 123,748                  | 98,999                   | 160,367                  | 61,368                  | 62.0%   | 18.7%          |
| Total Expenditures               | 2,109,930                | 2,050,144                | 2,193,809                | 143,665                 | 7.0%    | 14.0%          |

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

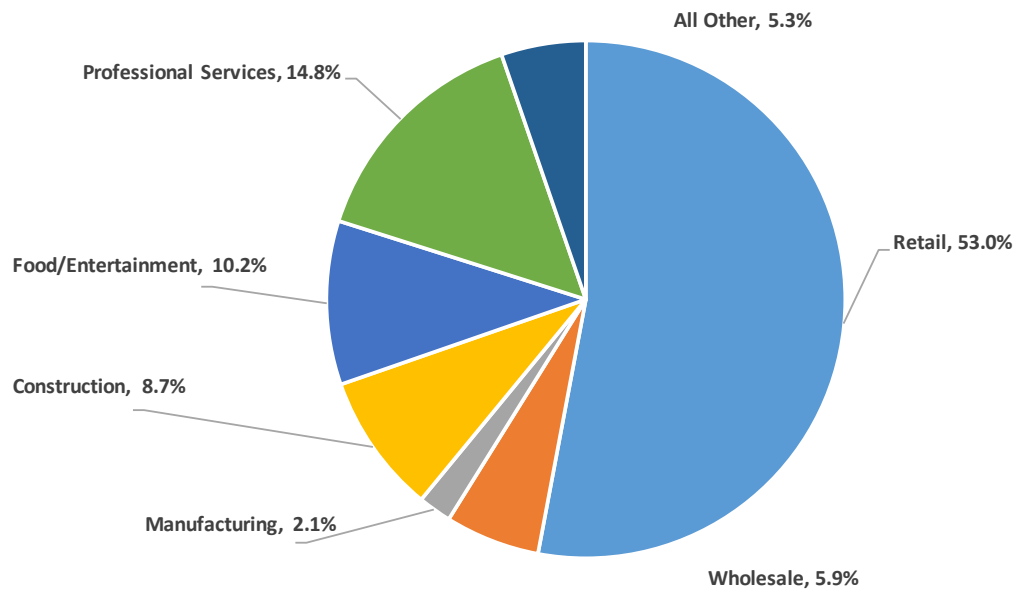
This Month-to-Month presentation does not include variance notes. Common variances are due to timing of receipts and expenditures. Totals reported are year-to-date through February which is 16.7% of the year.

# February 2022 Monthly Financial Report

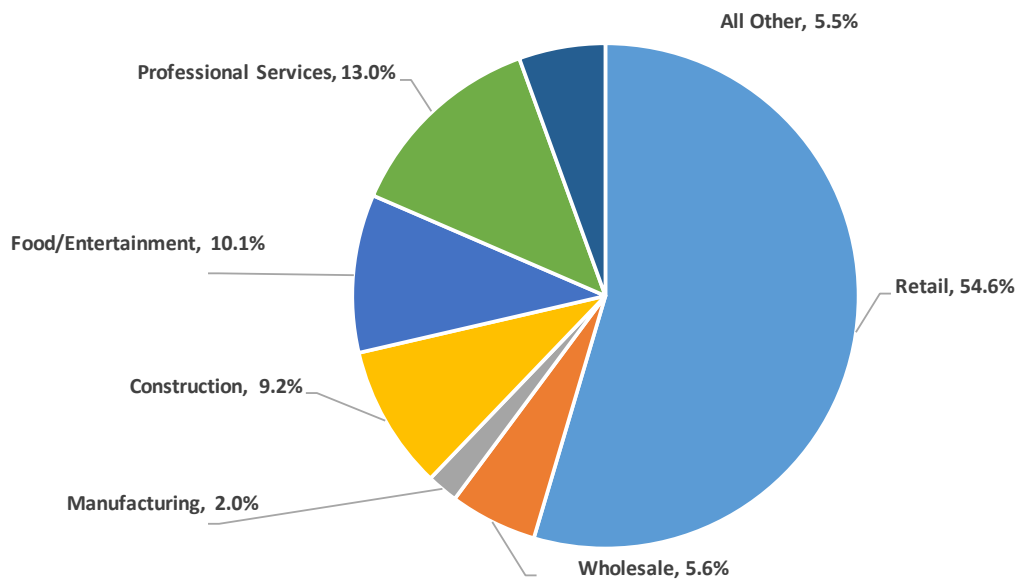
## City of Shelton, Washington

### Sales Tax Breakdown by Type

2022 thru February



February 2022



# February 2022 Monthly Financial Report

## City of Shelton, Washington

### Fund Balances

| Fund                           | 2022<br>Beginning<br>Fund<br>Balance | 2022<br>Estimated<br>Revenue | 2022<br>Estimated<br>Expenditure | 2022<br>Estimated<br>Fund Balance | \$ Change          | %<br>Change   |
|--------------------------------|--------------------------------------|------------------------------|----------------------------------|-----------------------------------|--------------------|---------------|
| <b>City-wide Fund Balances</b> |                                      |                              |                                  |                                   |                    |               |
| General Fund                   | 4,778,810                            | 14,843,530                   | 15,507,670                       | 4,114,670                         | (664,140)          | -13.9%        |
| Street Fund                    | 423,415                              | 1,740,980                    | 1,965,810                        | 198,585                           | (224,830)          | -53.1%        |
| <b>Capital Resource Funds</b>  |                                      |                              |                                  |                                   |                    |               |
| Real Estate Excise Tax -1      | 356,027                              | 100,270                      | 46,830                           | 409,467                           | 53,440             |               |
| Real Estate Excise Tax -2      | 395,753                              | 100,300                      | -                                | 496,053                           | 100,300            |               |
| Transport Benefit District     | 1,302,997                            | 500,900                      | 385,390                          | 1,418,507                         | 115,510            |               |
| Traffic Impact Fees            | 997,437                              | 60,690                       | 414,100                          | 644,027                           | (353,410)          |               |
| General Resources              | 1,647,956                            | 1,489,440                    | 2,228,550                        | 908,846                           | (739,110)          | -44.9%        |
| Tourism Fund                   | 89,620                               | 48,060                       | 65,758                           | 71,922                            | (17,698)           | -19.7%        |
| Bond Fund                      | 7,618                                | 177,300                      | 177,300                          | 7,618                             | -                  | 0.0%          |
| Capital Improvement Fund       | 879,714                              | 3,033,800                    | 2,733,800                        | 1,179,714                         | 300,000            | 34.1%         |
| Water Fund                     | 1,650,758                            | 2,581,590                    | 2,621,960                        | 1,610,388                         | (40,370)           | -2.4%         |
| Water Capital Fund             | 1,146,128                            | 2,564,500                    | 2,564,500                        | 1,146,128                         | -                  |               |
| Sewer Fund                     | 3,664,095                            | 6,251,060                    | 6,176,610                        | 3,738,545                         | 74,450             | 2.0%          |
| Sewer Capital Fund             | 1,308,976                            | 2,475,000                    | 2,475,000                        | 1,308,976                         | -                  |               |
| Solid Waste Fund               | 1,015,514                            | 600,770                      | 1,286,540                        | 329,744                           | (685,770)          | -67.5%        |
| Storm Drainage Fund            | 391,777                              | 1,454,950                    | 1,334,980                        | 511,747                           | 119,970            | 30.6%         |
| Storm Drainage Capital Fund    | 25,871                               | 245,000                      | 245,000                          | 25,871                            | -                  |               |
| Payroll Benefits Fund          | 167,652                              | 132,410                      | 121,180                          | 178,882                           | 11,230             | 6.7%          |
| Equipment Rental Fund          | 593,494                              | 594,310                      | 838,350                          | 349,454                           | (244,040)          | -41.1%        |
| Firefighters Fund              | 479,800                              | 8,630                        | 78,620                           | 409,810                           | (69,990)           | -14.6%        |
| Library Endowment Fund         | 122,099                              | 530                          | -                                | 122,629                           | 530                | 0.4%          |
| <b>City-wide Fund Totals</b>   | <b>21,445,511</b>                    | <b>39,004,020</b>            | <b>41,267,948</b>                | <b>19,181,583</b>                 | <b>(2,263,928)</b> | <b>-10.6%</b> |

# February 2022 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

| Fund                                  | 2022<br>Budget    | 2022<br>thru<br>February | 2022<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---------------------------------------|-------------------|--------------------------|---------------------|--|--|
| <b>General Fund</b>                   |                   |                          |                     |  |  |
| Taxes                                 | 9,454,840         | 1,334,388                | 9,230,550           | (224,290)                              | -2.4%                                    |
| Licenses & Permits                    | 296,900           | 60,734                   | 279,480             | (17,420)                               | -5.9%                                    |
| Intergovernmental Revenue             | 1,963,910         | 65,508                   | 1,971,230           | 7,320                                  | 0.4%                                     |
| Charges for Goods/Services            | 3,201,890         | 435,597                  | 3,175,900           | (25,990)                               | -0.8%                                    |
| Fines and Penalties                   | 92,550            | 7,113                    | 60,710              | (31,840)                               | -34.4%                                   |
| Miscellaneous Revenue                 | 113,250           | 33,535                   | 125,660             | 12,410                                 | 11.0%                                    |
| <b>Total Revenues</b>                 | <b>15,123,340</b> | <b>1,936,876</b>         | <b>14,843,530</b>   | <b>(279,810)</b>                       | <b>-1.9%</b>                             |
| Wages                                 | 5,552,790         | 840,882                  | 5,577,870           | (25,080)                               | -0.5%                                    |
| Benefits                              | 2,296,930         | 334,585                  | 2,115,320           | 181,610                                | 7.9%                                     |
| Professional Services                 | 3,305,110         | 591,520                  | 3,582,910           | (277,800)                              | -8.4%                                    |
| Transfers-Out                         | 3,065,440         | 5,607                    | 2,912,380           | 153,060                                | 5.0%                                     |
| Other                                 | 1,465,160         | 421,215                  | 1,319,190           | 145,970                                | 10.0%                                    |
| <b>Total Expenditures</b>             | <b>15,685,430</b> | <b>2,193,809</b>         | <b>15,507,670</b>   | <b>177,760</b>                         | <b>1.1%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>(562,090)</b>  | <b>(256,933)</b>         | <b>(664,140)</b>    | <b>(102,050)</b>                       |  |

|                                       |                  |                  |                  |                  |              |
|---------------------------------------|------------------|------------------|------------------|------------------|--------------|
| <b>Street Fund</b>                    |                  |                  |                  |                  |              |
| Taxes                                 | 675,000          | 118,190          | 675,000          | -                | 0.0%         |
| Licenses & Permits                    | 5,500            | 3,750            | 5,500            | -                | 0.0%         |
| Intergovernmental Revenue             | 214,000          | 31,044           | 200,170          | (13,830)         | -6.5%        |
| Charges for Goods/Services            | 56,120           | 9,187            | 55,120           | (1,000)          | -1.8%        |
| Miscellaneous Revenue                 | 1,500            | 30               | 480              | (1,020)          | -68.0%       |
| Transfers In                          | 804,710          | -                | 804,710          | -                | 0.0%         |
| <b>Total Revenues</b>                 | <b>1,756,830</b> | <b>162,201</b>   | <b>1,740,980</b> | <b>(15,850)</b>  | <b>-0.9%</b> |
| Wages                                 | 327,370          | 59,953           | 374,120          | (46,750)         | -14.3%       |
| Benefits                              | 148,960          | 26,348           | 158,080          | (9,120)          | -6.1%        |
| Professional Services                 | 45,190           | 137,763          | 211,580          | (166,390)        | -368.2%      |
| Transfers-Out                         | 500,000          | -                | 500,000          | -                | 0.0%         |
| Other                                 | 825,240          | 146,706          | 722,030          | 103,210          | 12.5%        |
| <b>Total Expenditures</b>             | <b>1,846,760</b> | <b>370,770</b>   | <b>1,965,810</b> | <b>(119,050)</b> | <b>-6.4%</b> |
| <b>Net Revenues Less Expenditures</b> | <b>(89,930)</b>  | <b>(208,569)</b> | <b>(224,830)</b> | <b>(134,900)</b> |              |

#### Street Fund Notes

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

|  |               |               |                |               |              |
|--|---------------|---------------|----------------|---------------|--------------|
| <b>Capital Resources - Real Estate Excise Tax - 1 (REET-1)</b> |               |               |                |               |              |
| Taxes  | 52,500        | 44,638        | 100,000        | 47,500        | 90.5%        |
| Miscellaneous Revenue  | -             | 45            | 270            | 270           |              |
| <b>Total Revenues</b>  | <b>52,500</b> | <b>44,683</b> | <b>100,270</b> | <b>47,770</b> | <b>91.0%</b> |
| Transfers-Out  | 46,830        | -             | 46,830         | -             | 0.0%         |
| <b>Total Expenditures</b>                                      | <b>46,830</b> | <b>-</b>      | <b>46,830</b>  | <b>-</b>      | <b>0.0%</b>  |
| <b>Net Revenues Less Expenditures</b>                          | <b>5,670</b>  | <b>44,683</b> | <b>53,440</b>  | <b>47,770</b> |              |

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

# February 2022 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

| Fund   | 2022<br>Budget | 2022<br>thru<br>February | 2022<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|--|----------------|--------------------------|---------------------|--|--|
| <b>Capital Resources - Real Estate Excise Tax - 2 (REET-2)</b> |                |                          |                     |  |  |
| Taxes  | 52,500         | 44,638                   | 100,000             | 47,500                                 | 90.5%                                    |
| Miscellaneous Revenue  | -              | 50                       | 300                 | 300                                    |  |
| <b>Total Revenues</b>  | <b>52,500</b>  | <b>44,688</b>            | <b>100,300</b>      | <b>47,800</b>                          | <b>91.0%</b>                             |
| <b>Total Expenditures</b>                                      | <b>-</b>       | <b>-</b>                 | <b>-</b>            | <b>-</b>                               |  |
| <b>Net Revenues Less Expenditures</b>                          | <b>52,500</b>  | <b>44,688</b>            | <b>100,300</b>      | <b>47,800</b>                          |  |

|   |                |            |                |            |             |
|---|----------------|------------|----------------|------------|-------------|
| <b>Capital Resources -Transportation Benefit District (TBD)</b> |                |            |                |            |             |
| Miscellaneous Revenue   | -              | 150        | 900            | 900        |             |
| Transfers In  | 500,000        | -          | 500,000        | -          | 0.0%        |
| <b>Total Revenues</b>   | <b>500,000</b> | <b>150</b> | <b>500,900</b> | <b>900</b> | <b>0.2%</b> |
| Transfers-Out   | 385,390        | -          | 385,390        | -          | 0.0%        |
| <b>Total Expenditures</b>                                       | <b>385,390</b> | <b>-</b>   | <b>385,390</b> | <b>-</b>   | <b>0.0%</b> |
| <b>Net Revenues Less Expenditures</b>                           | <b>114,610</b> | <b>150</b> | <b>115,510</b> | <b>900</b> |             |

|  |                  |              |                  |                 |               |
|--|------------------|--------------|------------------|-----------------|---------------|
| <b>Capital Resources - Traffic Impact Fees (TIF)</b> |                  |              |                  |                 |               |
| Charges for Goods/Services                           | 80,000           | 3,736        | 60,000           | (20,000)        | -25.0%        |
| Miscellaneous Revenue                                | -                | 115          | 690              | 690             |               |
| <b>Total Revenues</b>                                | <b>80,000</b>    | <b>3,851</b> | <b>60,690</b>    | <b>(19,310)</b> | <b>-24.1%</b> |
| Transfers-Out  | 414,100          | -            | 414,100          | -               | 0.0%          |
| <b>Total Expenditures</b>                            | <b>414,100</b>   | <b>-</b>     | <b>414,100</b>   | <b>-</b>        | <b>0.0%</b>   |
| <b>Net Revenues Less Expenditures</b>                | <b>(334,100)</b> | <b>3,851</b> | <b>(353,410)</b> | <b>(19,310)</b> |               |

|                                       |                  |                 |                  |                 |              |
|---------------------------------------|------------------|-----------------|------------------|-----------------|--------------|
| <b>Capital Resources - General</b>    |                  |                 |                  |                 |              |
| Miscellaneous Revenue                 | -                | 139             | 830              | 830             |              |
| Transfers In                          | 1,488,610        | -               | 1,488,610        | -               | 0.0%         |
| <b>Total Revenues</b>                 | <b>1,488,610</b> | <b>139</b>      | <b>1,489,440</b> | <b>830</b>      | <b>0.1%</b>  |
| Transfers-Out                         | 2,139,500        | -               | 2,139,500        | -               | 0.0%         |
| Other                                 | -                | 89,049          | 89,050           | (89,050)        |              |
| <b>Total Expenditures</b>             | <b>2,139,500</b> | <b>89,049</b>   | <b>2,228,550</b> | <b>(89,050)</b> | <b>-4.2%</b> |
| <b>Net Revenues Less Expenditures</b> | <b>(650,890)</b> | <b>(88,910)</b> | <b>(739,110)</b> | <b>(88,220)</b> |              |

#### Capital Resources Fund - General Notes

Expenditures: Utility bill assistance paid with ARPA funds

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

# February 2022 Monthly Financial Report

## City of Shelton, Washington

### City-Wide Overview - Revenues & Expenditures

| Fund                                  | 2022<br>Budget   | 2022<br>thru<br>February | 2022<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---------------------------------------|------------------|--------------------------|---------------------|--|--|
| <b>Tourism Fund</b>                   |                  |                          |                     |  |  |
| Taxes                                 | 48,000           | 9,284                    | 48,000              | -                                      | 0.0%                                     |
| Miscellaneous Revenue                 | 100              | 11                       | 60                  | (40)                                   | -40.0%                                   |
| <b>Total Revenues</b>                 | <b>48,100</b>    | <b>9,295</b>             | <b>48,060</b>       | <b>(40)</b>                            | <b>-0.1%</b>                             |
| Professional Services                 | 65,758           | 4,613                    | 65,758              | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>             | <b>65,758</b>    | <b>4,613</b>             | <b>65,758</b>       | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>(17,658)</b>  | <b>4,682</b>             | <b>(17,698)</b>     | <b>(40)</b>                            |  |
| <b>Bond Fund</b>                      |                  |                          |                     |  |  |
| Taxes                                 | -                | -                        | -                   | -                                      |  |
| Transfers In                          | 177,300          | -                        | 177,300             | -                                      | 0.0%                                     |
| <b>Total Revenues</b>                 | <b>177,300</b>   | <b>-</b>                 | <b>177,300</b>      | <b>-</b>                               | <b>0.0%</b>                              |
| Other                                 | 177,300          | -                        | 177,300             | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>             | <b>177,300</b>   | <b>-</b>                 | <b>177,300</b>      | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>         | <b>-</b>                 | <b>-</b>            | <b>-</b>                               |  |
| <b>Capital Improvement Fund</b>       |                  |                          |                     |  |  |
| Intergovernmental Revenue             | 1,774,310        | -                        | 1,774,310           | -                                      | 0.0%                                     |
| Charges for Goods/Services            | 59,000           | -                        | 59,000              | -                                      | 0.0%                                     |
| Transfers In                          | 1,200,490        | -                        | 1,200,490           | -                                      | 0.0%                                     |
| <b>Total Revenues</b>                 | <b>3,033,800</b> | <b>-</b>                 | <b>3,033,800</b>    | <b>-</b>                               | <b>0.0%</b>                              |
| Professional Services                 | -                | 1,683                    | 10,100              | (10,100)                               |  |
| Transfers-Out                         | -                | -                        | -                   | -                                      |  |
| Other                                 | 2,733,800        | 79,653                   | 2,723,700           | 10,100                                 | 1.3%                                     |
| <b>Total Expenditures</b>             | <b>2,733,800</b> | <b>81,335</b>            | <b>2,733,800</b>    | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>300,000</b>   | <b>(81,335)</b>          | <b>300,000</b>      | <b>-</b>                               |  |
| <b>Water Fund</b>                     |                  |                          |                     |  |  |
| Intergovernmental Revenue             | -                | -                        | -                   | -                                      |  |
| Charges for Goods/Services            | 2,596,210        | 477,715                  | 2,550,880           | (45,330)                               | -1.7%                                    |
| Miscellaneous Revenue                 | 46,100           | 1,452                    | 30,710              | (15,390)                               | -33.4%                                   |
| <b>Total Revenues</b>                 | <b>2,642,310</b> | <b>479,167</b>           | <b>2,581,590</b>    | <b>(60,720)</b>                        | <b>-2.3%</b>                             |
| Wages                                 | 569,790          | 81,533                   | 543,770             | 26,020                                 | 4.6%                                     |
| Benefits                              | 254,510          | 36,186                   | 232,130             | 22,380                                 | 8.8%                                     |
| Professional Services                 | 103,940          | 38,199                   | 140,150             | (36,210)                               | -34.8%                                   |
| Transfers-Out                         | -                | -                        | -                   | -                                      |  |
| Other                                 | 1,692,520        | 417,619                  | 1,705,910           | (13,390)                               | -0.8%                                    |
| <b>Total Expenditures</b>             | <b>2,620,760</b> | <b>573,539</b>           | <b>2,621,960</b>    | <b>(1,200)</b>                         | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>21,550</b>    | <b>(94,372)</b>          | <b>(40,370)</b>     | <b>(61,920)</b>                        |  |
| <b>Water Capital Fund</b>             |                  |                          |                     |  |  |
| Intergovernmental Revenue             | 1,050,000        | -                        | 1,050,000           | -                                      | 0.0%                                     |
| Transfers In                          | 1,514,500        | -                        | 1,514,500           | -                                      | 0.0%                                     |
| <b>Total Revenues</b>                 | <b>2,564,500</b> | <b>-</b>                 | <b>2,564,500</b>    | <b>-</b>                               | <b>0.0%</b>                              |
| Other                                 | 2,564,500        | -                        | 2,564,500           | -                                      | 0.0%                                     |
| <b>Total Expenditures</b>             | <b>2,564,500</b> | <b>-</b>                 | <b>2,564,500</b>    | <b>-</b>                               | <b>0.0%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>         | <b>-</b>                 | <b>-</b>            | <b>-</b>                               |  |

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

# February 2022 Monthly Financial Report

## City of Shelton, Washington

| Fund                                  | 2022<br>Budget   | 2022<br>thru<br>February | 2022<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---------------------------------------|------------------|--------------------------|---------------------|--|--|
| <b>Sewer Fund</b>                     |                  |                          |                     |  |  |
| Intergovernmental Revenue             | -                | -                        | -                   | -                                      |  |
| Charges for Goods/Services            | 6,234,660        | 1,227,296                | 6,119,160           | (115,500)                              | -1.9%                                    |
| Miscellaneous Revenue                 | 133,000          | 2,816                    | 131,900             | (1,100)                                | -0.8%                                    |
| <b>Total Revenues</b>                 | <b>6,367,660</b> | <b>1,230,112</b>         | <b>6,251,060</b>    | <b>(116,600)</b>                       | <b>-1.8%</b>                             |
| Wages                                 | 748,460          | 110,031                  | 741,580             | 6,880                                  | 0.9%                                     |
| Benefits                              | 322,190          | 51,362                   | 323,160             | (970)                                  | -0.3%                                    |
| Professional Services                 | 339,000          | 50,578                   | 375,470             | (36,470)                               | -10.8%                                   |
| Transfers-Out                         | 25,000           | -                        | 25,000              | -                                      | 0.0%                                     |
| Other                                 | 4,800,050        | 1,151,204                | 4,711,400           | 88,650                                 | 1.8%                                     |
| <b>Total Expenditures</b>             | <b>6,234,700</b> | <b>1,363,175</b>         | <b>6,176,610</b>    | <b>58,090</b>                          | <b>0.9%</b>                              |
| <b>Net Revenues Less Expenditures</b> | <b>132,960</b>   | <b>(133,063)</b>         | <b>74,450</b>       | <b>(58,510)</b>                        |  |

|                                       |                  |          |                  |          |             |
|---------------------------------------|------------------|----------|------------------|----------|-------------|
| <b>Sewer Capital Fund</b>             |                  |          |                  |          |             |
| Intergovernmental Revenue             | 2,050,000        | -        | 2,050,000        | -        | 0.0%        |
| Transfers In                          | 425,000          | -        | 425,000          | -        | 0.0%        |
| <b>Total Revenues</b>                 | <b>2,475,000</b> | <b>-</b> | <b>2,475,000</b> | <b>-</b> | <b>0.0%</b> |
| Other                                 | 2,475,000        | -        | 2,475,000        | -        | 0.0%        |
| <b>Total Expenditures</b>             | <b>2,475,000</b> | <b>-</b> | <b>2,475,000</b> | <b>-</b> | <b>0.0%</b> |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>         | <b>-</b> | <b>-</b>         | <b>-</b> |             |

|                                       |                  |                |                  |            |             |
|---------------------------------------|------------------|----------------|------------------|------------|-------------|
| <b>Solid Waste Fund</b>               |                  |                |                  |            |             |
| Intergovernmental Revenue             | 600,000          | 3,558          | 600,000          | -          | 0.0%        |
| Miscellaneous Revenue                 | -                | 128            | 770              | 770        |             |
| <b>Total Revenues</b>                 | <b>600,000</b>   | <b>3,686</b>   | <b>600,770</b>   | <b>770</b> | <b>0.1%</b> |
| Professional Services                 | 300,000          | 10,877         | 300,000          | -          | 0.0%        |
| Other                                 | 986,540          | -              | 986,540          | -          | 0.0%        |
| <b>Total Expenditures</b>             | <b>1,286,540</b> | <b>10,877</b>  | <b>1,286,540</b> | <b>-</b>   | <b>0.0%</b> |
| <b>Net Revenues Less Expenditures</b> | <b>(686,540)</b> | <b>(7,191)</b> | <b>(685,770)</b> | <b>770</b> |             |

|                                       |                  |                |                  |                  |              |
|---------------------------------------|------------------|----------------|------------------|------------------|--------------|
| <b>Storm Drainage Fund</b>            |                  |                |                  |                  |              |
| Intergovernmental Revenue             | 25,000           | -              | -                | (25,000)         | -100.0%      |
| Charges for Goods/Services            | 1,537,340        | 242,438        | 1,454,630        | (82,710)         | -5.4%        |
| Miscellaneous Revenue                 | 500              | 53             | 320              | (180)            | -36.0%       |
| <b>Total Revenues</b>                 | <b>1,562,840</b> | <b>242,491</b> | <b>1,454,950</b> | <b>(107,890)</b> | <b>-6.9%</b> |
| Wages                                 | 488,670          | 62,335         | 483,970          | 4,700            | 1.0%         |
| Benefits                              | 209,390          | 26,267         | 202,600          | 6,790            | 3.2%         |
| Professional Services                 | 93,230           | 3,332          | 85,390           | 7,840            | 8.4%         |
| Transfers-Out                         | 20,000           | -              | 20,000           | -                | 0.0%         |
| Other                                 | 583,810          | 92,556         | 543,020          | 40,790           | 7.0%         |
| <b>Total Expenditures</b>             | <b>1,395,100</b> | <b>184,491</b> | <b>1,334,980</b> | <b>60,120</b>    | <b>4.3%</b>  |
| <b>Net Revenues Less Expenditures</b> | <b>167,740</b>   | <b>58,000</b>  | <b>119,970</b>   | <b>(47,770)</b>  |              |

|                                       |                |          |                |          |             |
|---------------------------------------|----------------|----------|----------------|----------|-------------|
| <b>Storm Drainage Capital Fund</b>    |                |          |                |          |             |
| Transfers In                          | 245,000        | -        | 245,000        | -        | 0.0%        |
| <b>Total Revenues</b>                 | <b>245,000</b> | <b>-</b> | <b>245,000</b> | <b>-</b> | <b>0.0%</b> |
| Other                                 | 245,000        | -        | 245,000        | -        | 0.0%        |
| <b>Total Expenditures</b>             | <b>245,000</b> | <b>-</b> | <b>245,000</b> | <b>-</b> | <b>0.0%</b> |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>       | <b>-</b> | <b>-</b>       | <b>-</b> |             |

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

## February 2022 Monthly Financial Report

### City of Shelton, Washington

| Fund                                  | 2022<br>Budget | 2022<br>thru<br>February | 2022<br>Est Actual* | Variance<br>Favorable<br>(Unfavorable) | % Variance<br>Favorable<br>(Unfavorable) |
|---------------------------------------|----------------|--------------------------|---------------------|--|--|
| <b>Payroll Benefits Fund</b>          |                |                          |                     |  |  |
| Charges for Goods/Services            | 40,000         | 7,454                    | 44,730              | 4,730                                  | 11.8%                                    |
| Miscellaneous Revenue                 | 350            | 15                       | 90                  | (260)                                  | -74.3%                                   |
| Transfers In                          | 160,650        | 5,607                    | 87,590              | (73,060)                               | -45.5%                                   |
| <b>Total Revenues</b>                 | <b>201,000</b> | <b>13,076</b>            | <b>132,410</b>      | <b>(68,590)</b>                        | <b>-34.1%</b>                            |
| Benefits                              | 201,000        | 14,973                   | 121,180             | 79,820                                 | 39.7%                                    |
| <b>Total Expenditures</b>             | <b>201,000</b> | <b>14,973</b>            | <b>121,180</b>      | <b>79,820</b>                          | <b>39.7%</b>                             |
| <b>Net Revenues Less Expenditures</b> | <b>-</b>       | <b>(1,897)</b>           | <b>11,230</b>       | <b>11,230</b>                          |  |

#### Payroll Benefits Fund Notes

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

|  |                  |                |                  |               |             |
|--|------------------|----------------|------------------|---------------|-------------|
| <b>Equipment Maint &amp; Rental Fund</b> |                  |                |                  |               |             |
| Intergovernmental Revenue                | -                | -              | -                | -             |             |
| Charges for Goods/Services               | 578,000          | 102,990        | 592,310          | 14,310        | 2.5%        |
| Miscellaneous Revenue                    | 5,000            | 36             | 2,000            | (3,000)       | -60.0%      |
| <b>Total Revenues</b>                    | <b>583,000</b>   | <b>103,025</b> | <b>594,310</b>   | <b>11,310</b> | <b>1.9%</b> |
| Wages                                    | 95,210           | 15,688         | 97,890           | (2,680)       | -2.8%       |
| Benefits                                 | 47,350           | 7,592          | 45,550           | 1,800         | 3.8%        |
| Professional Services                    | 8,670            | 2,298          | 13,790           | (5,120)       | -59.1%      |
| Other                                    | 713,840          | 62,630         | 681,120          | 32,720        | 4.6%        |
| <b>Total Expenditures</b>                | <b>865,070</b>   | <b>88,207</b>  | <b>838,350</b>   | <b>26,720</b> | <b>3.1%</b> |
| <b>Net Revenues Less Expenditures</b>    | <b>(282,070)</b> | <b>14,818</b>  | <b>(244,040)</b> | <b>38,030</b> |             |

|                                       |                 |                |                 |                 |               |
|---------------------------------------|-----------------|----------------|-----------------|-----------------|---------------|
| <b>Firefighter's Pension Fund</b>     |                 |                |                 |                 |               |
| Taxes                                 | 100             | -              | -               | (100)           | -100.0%       |
| Miscellaneous Revenue                 | 12,000          | 54             | 8,630           | (3,370)         | -28.1%        |
| Transfers In                          | 80,000          | -              | -               | (80,000)        | -100.0%       |
| <b>Total Revenues</b>                 | <b>92,100</b>   | <b>54</b>      | <b>8,630</b>    | <b>(83,470)</b> | <b>-90.6%</b> |
| Benefits                              | 97,100          | 9,353          | 78,620          | 18,480          | 19.0%         |
| Professional Services                 | 5,000           | -              | -               | 5,000           | 100.0%        |
| <b>Total Expenditures</b>             | <b>102,100</b>  | <b>9,353</b>   | <b>78,620</b>   | <b>23,480</b>   | <b>23.0%</b>  |
| <b>Net Revenues Less Expenditures</b> | <b>(10,000)</b> | <b>(9,298)</b> | <b>(69,990)</b> | <b>(59,990)</b> |               |

#### Firefighters Pension Fund Notes

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

|                                       |              |          |            |                |               |
|---------------------------------------|--------------|----------|------------|----------------|---------------|
| <b>Library Endowment Fund</b>         |              |          |            |                |               |
| Miscellaneous Revenue                 | 1,600        | 3        | 530        | (1,070)        | -66.9%        |
| <b>Total Revenues</b>                 | <b>1,600</b> | <b>3</b> | <b>530</b> | <b>(1,070)</b> | <b>-66.9%</b> |
| <b>Total Expenditures</b>             | <b>-</b>     | <b>-</b> | <b>-</b>   | <b>-</b>       |               |
| <b>Net Revenues Less Expenditures</b> | <b>1,600</b> | <b>3</b> | <b>530</b> | <b>(1,070)</b> |               |

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



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E1)

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

Department: Community Development  
Presented By: Mark Ziegler

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**SMC Chapter 20.08 and 20.64  
Neighborhood residential zone**

☒

Ordinance

☐ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

#### ATTACHMENTS:

**Ordinance No. 1984-0222  
Powerpoint presentation  
SMC Chapter 20.08 and 20.64  
edited versions**

☐

Resolution

☒

Motion

☐

Other

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

Staff, working with the Development Code Steering Committee, is reviewing the City's development code to refine, edit and rewrite code requirements to address the Council's strategic goals. The existing code does not meet, in many instances, modern needs in housing and development standards. The first recommended code changes for Council consideration are in the neighborhood residential zone. Staff believes these changes will promote residential development while creating neighborhoods that are more livable, interesting, and functional.

### 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:

### STAFF RECOMMENDATION/MOTION:

"I move that we forward Ordinance No.1984-0222 to the action agenda of the May 3, 2022 City Council meeting for further consideration."

**ORDINANCE #**

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, REPLACING AND REPEALING CHAPTER 20.08 AND AMENDING CHAPTER 20.64 OF THE SHELTON MUNICIPAL CODE RELATING TO NEIGHBORHOOD RESIDENTIAL ZONING AND DESIGN STANDARDS**

**WHEREAS**, the Washington State Growth Management Act under RCW 36.70A.070 requires many cities and counties in Washington to adopt comprehensive plans with land use as a mandatory elements; and

**WHEREAS**, Chapter 20.52 of the Shelton Municipal Code allows the City Council to amend, delete, supplement or change zoning regulations within the City; and,

**WHEREAS**, to address changing economic conditions and fluctuations in housing stock the City is reviewing development code regulations; and

**WHEREAS**, the City endeavors to provide assurances to builders and developers in code regulations; and

**WHEREAS**, City staff forwarded a copy of the proposed changes to the State of Washington Department of Commerce as required under RCW 36.70A.106 on January 10, 2022, and no comments were received during the 60 day review period; and

**WHEREAS**, the City formally consulted with the Port of Shelton, Aviation Division of Washington State Dept. of Transportation, and general aviation pilots as required by RCW 36.70.547 and 36.70A.510; and

**WHEREAS**, in 2007 the City adopted the airport overlay zones and regulations to minimize the public's exposure to excessive noise and safety hazards that would result incompatible land use development around Sanderson Field and to protect Sanderson Field from potential encroachment by land uses that are incompatible with airport activities and that may impair the planned development and use of the airport; and

**WHEREAS**, the City determines the code changes will not increase density, but provides for certainty for development community; and

**WHEREAS**, the Port of Shelton and WSDOT Aviation concur in the general support of the proposed code changes, but request the changes to be removed in Sanderson Field airport overlay zone 6; and

**WHEREAS**, the City of Shelton SEPA responsible official issued a Determination of Nonsignificance relative to the proposed amendments on \_\_\_\_\_ and no comments were received by the City during the identified comment period.

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

**Section 1.** Chapter 20.08 of the Shelton Municipal Code, Building and Construction Codes – Adoption, is replaced as follows:

**Chapter 20.08**

**NR NEIGHBORHOOD RESIDENTIAL DISTRICT**

Sections:

- 20.08.010 Intent.
- 20.08.020 Permitted uses.
- 20.08.030 Conditional uses.
- 20.08.040 Prohibited uses.
- 20.08.050 Lot, yard, and open space requirements.
- 20.08.060 Off-street parking.

**20.08.010 Intent.**

The neighborhood residential district (NR) is the predominant land use/zoning type within the City of Shelton. The district contains the bulk of the City's residential housing and consists of a mixture of contemporary subdivisions, multi-family housing, historic neighborhoods, and an eclectic mixture of housing types and styles that were developed at different times to fill different needs of our residents. These regulations recognize the need for flexibility to be exercised relative to the types and density of housing allowed but also recognizes the value that good site design, interesting architecture, and thoughtful landscaping play in providing compatible infill development and more livable communities.

**20.08.020 Permitted uses.**

Residential densities in the Neighborhood Residential Zoning District shall be a minimum of three (3) but not more than nine (9) units per net residential acre unless greater densities are permitted through 20.08.020(B), (C), (D) or the Planned Unit Development process. Permitted uses for the neighborhood residential district are listed in the land use matrix, Section 20.06.030, and as follows:

- A. One single-family dwelling unit per lot may be constructed, as a permitted use provided the design standards found in Section 20.64.020 are satisfied..
- B. One accessory dwelling units(ADU) may be constructed, as a permitted use, on any lot containing a single-family residence, provided the design standards found in Section 20.64.020 are satisfied.
- C. One Duplex shall be allowed to be constructed on any lot of 6,000 square feet or more provided the design standards for duplexes found in Section 20.64.020 are satisfied.
- D. One Triplex shall be allowed to be constructed on any lot of 7,500 square feet or more upon demonstration of compliance with the design standards for triplex units found in Section 20.64.020.
- E. Auxiliary uses and buildings may be allowed on a lot that contains an approved residential unit. Auxiliary uses and buildings are not allowed on vacant lots/parcels. Auxiliary uses and buildings include but are not limited to the following:
  - 1. Auxiliary buildings or structures which are clearly incidental to the residential use of the lot, such as buildings or structures for storage of personal property (including boats, recreational vehicles, etc.), or for the pursuit of avocational interests; or structures designed for and related to recreational needs of the residents of a residential complex. Accessory buildings shall be complementary to the basic architectural character of the main building on the lot, and appropriate to the accessory use.

2. One exempt (from building permitting) storage shed may be allowed per lot. Exempt sheds are limited to 200 square feet or less and a height with sidewall heights not greater than ten foot in height and roof framing shall not exceed pitch of existing primary structure. Sheds shall be complementary to the basic architectural character of the main residential building on the lot and otherwise conform to all other development standards contained in Table 20.08.050.

3. Children's Play Houses and Tree Houses. One exempt (from building permitting) may be allowed per lot. Limited to 200 square feet or less in floor size and a height with sidewall heights not greater than ten foot in height are allowed though they are required to conform to the development standards contained in Table 20.08.050.

4. Home occupations, which comply with all the conditions as set forth in Chapter 20.44, are allowed to be conducted from any residence. Home Occupation uses which do not comply with all conditions as set forth in Chapter 20.44 may be considered through the Conditional Use Permit Process;

5. No more than four household animals/pets (Dogs and Cats) may be kept on a residential lot, regardless of parcel size.

F. Neighborhood Commercial (NC) uses as listed in Section 20.44.290, provided uses comply with the criteria set forth in Sections 20.44.290 and 20.64.070;

G. Planned Unit Developments, on parcels of one acre or more, are allowed as provided in Chapter 20.32.

H. Parks, publicly owned and operated or as may be approved through a Subdivision or PUD and managed by an appropriate agency (e.g. Homeowner's Association, City of Shelton, ETC.).

I. Stormwater Management Facilities, publicly owned and operated, or as may be approved through a Subdivision or PUD and managed by an appropriate agency (e.g. Homeowners Association). Stormwater Management Facilities that are not part of a Subdivision or PUD, may be considered through the Site Plan Review process and must be screened and/or landscaped to reduce/minimize the potential visual impact on neighboring properties and to provide for aesthetically pleasing street frontage appearance.

#### **20.08.030 Conditional uses.**

Conditional uses as listed in the land use matrix, Section 20.06.030, require a conditional use permit as provided in Chapter 20.44, and subject to applicable conditions as found in that chapter.

#### **20.08.040 Prohibited uses.**

Uses other than those identified or described in Section 20.08.020 or 20.08.030 are prohibited.

#### **20.08.050 Lot, yard, and open space requirements.**

A. Development standards for all lots in the Neighborhood Residential zone shall be as provided in Table 20.08.050, except in the following cases:

1. Minimum lot area: three thousand square feet on lots platted before June 16, 2021 , subject to the design requirements set forth in Chapter 20.64;

2. Minimum front yard: when forty percent or more of lot coverage, on a front foot basis, of all property on one side of a street between two intersecting streets has been reached, the front yard required for new development shall be an average of the existing front yard setbacks, but shall not be less than that specified in Table 20.08.050;

**Table 20.08.050**

| Minimum Lot Standards | With Alleys | Without Alleys |
|-----------------------|-------------|----------------|
|-----------------------|-------------|----------------|

|  |   |   |
|--|---|---|
| Lot area                               | 4500 sq. ft.<br>*6,000 square feet<br>for a corner lot*1  | 4,500 sq. ft.<br>*6,000 square feet for a corner<br>lot*1 |
| Front yard                             | 10 ft.<br>15 feet for garages and carports to the entrance, side<br>entry exempt  |   |
| Side yard                              | 5 ft.   |   |
| Flanking<br>street/Street Side<br>Yard | 7 ft.<br>15 feet for garages and carports to entrance, side entry<br>exempt   |   |
| Rear yard                              | 15 ft.<br>(5 feet for a<br>detached garage)   | 15 ft.  |
| Corner lots                            | Corner lot set backs at 10 feet for each street frontage.<br>Side and back yard setbacks determined by owner at the<br>time of permit application<br><br>For lots under 6,000 square feet one street frontage<br>setback shall be 7 feet. |   |
| Building height                        | 35 ft.  |   |
| Development<br>coverage                | 50%<br><br>60% development coverage is allowed for the<br>construction of an accessory dwelling unit per<br>SMC20.08.020(B) as the adoption of this code or June<br>16 2021   |   |
| SMC 18 Lot width                       | 30 ft.  |   |
| Street<br>frontage/street<br>access    | Per IFC and IBC SMC 18  |   |

**20.08.060 Parking.**

Parking shall be provided in accordance with Chapter 20.40.

**20.08.080 Fencing**

Fencing on residential lots shall be in compliance with Section 20.36.130.

**Chapter 20.64****DESIGN STANDARDS**

## Sections:

- 20.64.010 Intent.
- 20.64.020 Purpose.
- 20.64.030 Duplexes and triplexes in NR zone.
- 20.64.040 Secondary dwelling units.
- 20.64.050 Zero lot line and small lot (less than four thousand five hundred s.f.) development.
- 20.64.060 Low-intensity mixed use, valley commercial/residential.
- 20.64.070 Neighborhood commercial.
- 20.64.080 Downtown commercial.
- 20.64.090 Goose Lake commercial/residential.
- 20.64.100 General commercial.

- 20.64.110 Gateway corridor.
- 20.64.120 Historic overlay zone (reserved).
- 20.64.130 Low-intensity commercial.
- 20.64.140 Professional office/residential mixed use.

**20.64.010 Intent.**

Like many small towns, Shelton developed incrementally as individuals built their homes and businesses lot by lot. This development, over time, has created a pattern of diverse building styles, as opposed to the homogeneity of current large-scale development patterns. The Shelton Vision Statement 2010 and the 2017 comprehensive plan set forth goals and policies to encourage variety in new development, as well as infill development that complements existing land uses. In addition, the vision statement and the comprehensive plan both call for increased pedestrian access throughout neighborhoods and business areas.

These goals must be balanced with the need to accommodate new population, more affordable housing, increased businesses, and higher population densities. It is therefore the intent of this section to provide design standards for new development in some areas, in order to promote growth that accommodates this increased density, while preserving Shelton's small town nature. (Ord. 1462-1296 § 2 (part), 1996)

**20.64.020 Purpose.**

No building permit shall be issued for development, or substantial improvement, until the applicant has demonstrated satisfactory compliance with the applicable requirements of this section. (Ord. 1462-1296 § 2 (part), 1996)

20.64.025 Neighborhood residential

A. Purpose. The purposes of these standards are to ensure compatibility and continuity between and within developments, as well as variety in architecture. The standards are intended to complement the site with quality building *design*.

B. Every single family home, accessory dwelling unit, duplex and triplex shall contain the following features:

1. All facades shall have at least one of the following:

Contrasting trim on wall openings and or corners

Integrated trim in windows or doors

Contrasting siding or other materials

2. Roof overhang (minimum six inches);

3. Porch (covered entry) for the primary entrance minimum 20 square foot roof area; and

4. Another aesthetically appropriate feature approved by the community development director may be authorized in lieu of one or more of the foregoing based on fact-specific analysis in the director's sole discretion.

C. Architectural *design*. To ensure variety in architecture and to reduce the dominance of garages on the streetscape, applicants for new residential developments shall demonstrate compliance with the following provisions at the time of building permit application:

1. Front façade variety. Dwellings with the same front façade located on the same side of a street shall be separated by no less than four lots, and dwellings with the same front façade located on opposite sides of a street shall be separated by no less than four lots, with the lot directly across the street not included in the

four-lot calculation. In this context, the lot "directly across the street" means the lot with which the greatest portion of frontage aligns with the frontage of the subject lot.

2. Front façade features. Every front façade of single family residences or accessory dwelling unit shall contain a minimum of three elements from the lists below to include a minimum of one element from the structural elements list and at least one element from the decorative elements list. Every duplex front façade shall contain a minimum of five elements from the lists below to include a minimum of two elements from the structural elements list and at least two elements from the decorative elements list. Every triplex front façade shall contain a minimum of seven elements from the lists below to include a minimum of three elements from the structural elements list and at least three elements from the decorative elements list.

a. Structural elements.

- Dormers
- Gables
- Hipped, gable, gambrel, mansard or similar pitched roof
- Bay windows
- Twelve-inch minimum offset from one exterior wall to another
- Balconies
- Roofline offset of 12 inch minimum from the top surface of one roof to the other
- • Recessed building entry at least two feet deep by four feet wide

b. Decorative elements.

- Decorative garage doors (windows, raised panel, matching paint color to house?)
- Decorative eave or barge boards with two material variations
- Decorative shingles or varied siding in gables
- Decorative siding (shingles, shake, batten board, wainscoting, or similar)
- Brick, stone or cedar accents covering at least ten percent of the front facade wall surface area
- Variable siding; the use of two or more types of siding
- Horizontal lap siding
- Shed roof above window(s)
- Belly Band cladding
- Shutters or louvers

- Knee or eave braces
- Enlarged trim on garage door headers at least six inches wide
- Other architectural elements, other than color, glass or lighting, approved by the community development director

The community development director may authorize another feature in lieu of one or more of the foregoing based on fact-specific analysis in the director's sole discretion.

3. Where houses are served by alleys, all garages and on-site parking shall be accessible from the alley and the facade of the house facing the public street shall be *designed* as the front of the house including, but not limited to, a primary building entrance consisting of inward swinging door(s), porch(es), window(s) and pathway(s) to the public sidewalks

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4. Provide off-street parking in compliance with Chapter 20.40 SMC.

5. Utilize landscaping that complements the architecture of the unit and will integrate the proposed development into the existing residential environment. (Ord. 1921-0518 (part), 2018; Ord. 1556-1101 Exh. 1, 2001; Ord. 1462-1296 § 2 (part), 1996)

**20.64.040 Accessory dwelling units.**

One way to allow higher residential density while preserving single-family neighborhood character is to provide for the construction of additional dwelling units on a single-family lot. These units, also called “secondary dwelling units” or “mother-in-law” apartments, are generally intended to be much smaller than the main unit, occupied by one person (at most two), and one of the two units on the property must be owner-occupied. The following criteria help achieve these intended results.

Accessory dwelling units shall:

- A. Be Smaller in Size than the Primary Dwelling Unit. Excluding any garage areas, the secondary dwelling unit shall not contain less than three hundred square feet and not more than one thousand (1,000), provided that if the secondary unit is completely located on a single floor of a preexisting primary residence or accessory building (e.g., a garage), the city manager or his/her designee may allow increased size in order to efficiently use all floor area, so long as all other standards set forth in this section are met;
- B. Comprise Only a Limited Proportion of the Total Dwelling Area. Excluding any garage areas, the total square footage of the accessory dwelling unit shall not exceed eighty percent of the total square footage of the primary residence. This percentage shall apply to both attached and detached accessory dwelling units;
- C. Be Provided with Adequate Parking. There shall be one off-street parking space in a carport, garage, or designated space provided for the accessory dwelling unit in addition to those which exist on the site for the primary residence;
- D. Be Designed to be Compatible with the Primary Residence. Accessory dwelling units shall be designed to maintain the appearance of the main building of the single-family residence. If the accessory unit extends beyond the current footprint of the principal residence, or if a accessory unit is detached from the main building, it shall be consistent with the existing roof pitch, siding, and windows (Ord. 1921-0518 (part), 2018; Ord. 1462-1296 § 2 (part), 1996)

E. Meet design requirements of SMC Chapter 20.64.025

**20.64.050 Zero lot line and small lot (less than four thousand five hundred s.f.) development.**

Because of higher densities necessitating compact form and closer proximity of units, building design is critical to successful developments. Design should protect privacy, sustain and create attractive and functional neighborhoods and promote quality living environments.

Small-lot and zero-lot development shall:

- A. Contribute to the architectural character of the street through the use of two or more of the following:
  - 1. Roof design. Pitched or articulated roof line, or other roof element such as eyebrow roof forms or dormers that emphasize building form and help it to fit in with neighboring structures with prominent roofs.
  - 2. Architectural details that are proportioned to achieve good human scale such as:
    - a. Entry details like porches and recesses;
    - b. Occupiable spaces like bay windows and balconies;
    - c. Window details like vertically proportioned window openings which are recessed into the face of the building and broken up with smaller panes of glass; and d. Roof details like brackets, chimneys, roof overhangs.
  - 3. Use of horizontal lap siding, trellises, landscaping, or other special treatment on adjacent side yards is encouraged. This can be effective in creating a separation between yards where zero lot lines are used, or where units are highly visible to one another because of small lot size.
  - 4. Provide clearly defined building entries which face the street and are well lighted and easily accessible.
    - a. The entries should include a transition space from the sidewalks, such as steps, a porch, a terrace, or a landscaped area.
    - b. Entries should include eave overhangs, and raised porches are recommended. Raised porches help define private space yet create a pedestrian-friendly streetscape.
    - c. If exterior stairways are used, they should be simple, bold projections to fit with the architectural massing and form of the building and the neighborhood. Thin-looking, open metal, prefabricated stairs and railings are discouraged.
- B. Design garages in a way that does not dominate the facade of the residential building:
  - 1. Garages should be located off alleys, if possible. Garages shall be behind or in back of residences, or stepped back from the facade of the building.
  - 2. Carports are generally discouraged because they result in a poorer quality appearance and lend themselves to storage activities visible to the general public.
  - 3. Driveways should be as narrow as possible and shared where possible to minimize disruption of the sidewalk by curb cuts.
  - 4. Garage sidewalls that face the street should appear to contain habitable space. This can be accomplished by incorporating windows and other design elements into the garage wall that are in character with the remainder of the dwelling.
- C. Create a sense of privacy, through the following suggested techniques:
  - 1. Locate windows so residents from one unit to the next can not look directly into another unit.

2. Orient and locate units to maximize privacy.
3. Use landscaping and architectural features like trellises to block views of adjacent units. (Ord. 1462-1296 § 2 (part), 1996)

**20.64.060 Low-intensity mixed use, valley commercial/residential.**

The intent of the low-intensity mixed use designation is to maintain the historic and small town character of the existing neighborhood and gateway while allowing compatible commercial development to occur. The designation is to provide for a corridor of residential and commercial uses, in close proximity to each other or integrated within the same structure, which resemble low- to moderate-intensity residential use in design and scale.

**A. Building Design and Character.** Uses in the MU and CR-V zones shall:

1. Limit blank walls. Where the primary entrance of the building is not oriented toward the street, blank walls, retaining walls, and dull building facades can degrade a streetscape and detract from small-town character, as they deaden the surrounding space. Construction of blank walls shall be limited to avoid the disruption of current building patterns. This shall be accomplished through one or more of the following:
  - a. Transparent or display windows;
  - b. Artwork and/or architectural variation;
  - c. Trellises, screening vegetation;
  - d. Other methods as determined by the city manager or his/her designee.
2. Modulate building mass, or employ the addition of dormer windows, covered entrance ways, or porches.
3. Include pitched roofs consistent with historic residential architectural style. Unless a prominent feature of an historic architectural style that the building attempts to mimic, mansard roofs and flat roofs are discouraged. Pitched roofs with a minimum 5/12 slope are encouraged.
4. Use materials compatible with residential character. Primary construction from materials such as brick and wood is preferred. Reflective glass and curtain wall construction are not appropriate for these areas.
5. Design multifamily projects to be oriented toward open space, a court yard, or toward streets through the following or similar techniques:
  - a. Use a grid or modified street grid system with most buildings fronting on street.
  - b. Locate parking areas behind or under buildings, accessed from alley-type driveways meeting the fire access standards.
  - c. Provide direct pedestrian access to each building from the street fronting the building and from the back where the parking is located.
  - d. Orient the buildings into U-shaped courtyards where the front door/main entry into the building(s) is from a front courtyard. Access to the courtyard from the rear parking area should be through a well-lighted breezeway or stair way. The buildings would still be located between the street and the parking area.

Uses in the MU and CR-V zone should:

6. Set off second floors. Where second floors are added, they should include design elements such as recessed areas, balconies, or dormers, should be modulated in order to reduce building mass, or they should be stepped back from the first floor.

**B. Site Characteristics, Relationship of Buildings to Right-Of-Way.**

Uses in the MU and CR-V zone shall:

1. Site service areas appropriately. Service areas shall not be located between the building and the street unless there is no possible alternative location. Screening in the form of landscaping should be used to diminish visibility of service areas.
2. Consider surrounding uses. If used, perimeter screening in the form of landscaping or residential-scale wood fencing is encouraged. Screening in the form of chain-link fencing with plastic webbing or solid concrete block walls shall be considered blank walls and shall comply with the requirements for blank walls.

Uses in the MU and CR-V zone should:

3. Use residentially scaled improvements. Site features such as fences, walls, refuse and recycle enclosures, and light fixtures should be designed to be consistent with typical residential development and pedestrian scale. Lighting should avoid glare to adjacent properties.
4. Provide for internal pedestrian circulation. All buildings within a development should be connected by hard-surfaced walkways to each other and, where practicable, to adjoining commercial properties.

C. Landscaping. Landscaping for all uses in the mixed use zone shall be consistent with Section 20.60 of the Shelton zoning code. (Ord. 1921-0518 (part), 2018; Ord. 1462-1296 § 2 (part), 1996)

**20.64.070 Neighborhood commercial.**

The intent of the neighborhood commercial area as a conditional use in neighborhood residential zones is to allow for the location of neighborhood-serving businesses within housing developments.

This commercial area should not intrude upon the primarily residential character of the neighborhood, and should therefore incorporate the appropriate size, scale, and design for the surrounding area.

A. Building Design and Character. Unless part of a conversion or rehabilitation of an existing residential structure that maintains the original design and nature of the building, structures in the NC area shall comply with the requirements of this subsection.

Buildings in the NC area shall:

1. Be compatible with the surrounding neighborhood, and use traditional Northwest commercial vernacular. Items to consider include such things as scale, building height, colors, and materials, through the following:
  - a. Modulation of building mass, the addition of dormer windows, covered entrance ways, and/or porches.
  - b. Materials compatible with the surrounding character. Primary construction of materials such as brick and wood is preferred. Reflective glass and curtain wall construction are not appropriate for these areas.
2. Provide pedestrian access and protection. Weather protection over entry ways, at a minimum, shall be incorporated into the building design.

Buildings in the NC area should:

3. Provide continuous protection from the elements. Such items as extended roof overhangs, canopies or awnings can offer protection from the elements. Where buildings are built with zero side and front yard setbacks, owners should cooperate to provide continuous canopies or awnings above the storefronts.

B. Pedestrian Orientation. Buildings in the NC area shall:

1. Enhance the pedestrian environment.

- a. Commercial uses shall include pedestrian amenities such as display windows, outdoor eating areas, and street furniture such as benches, bike racks, and trash receptacles.
  - b. Site features such as fences, walls, refuse and recycle enclosures, and light fixtures should be designed to be consistent with typical residential development and pedestrian scale. Lighting shall avoid glare to adjacent properties.
2. Be easily accessed. The primary entrance to all buildings shall be clearly visible, and shall face the sidewalk or central pedestrian plaza.

Buildings in the NC area should:

3. Create pedestrian-scale interest. In addition to meeting the landscaping standards established in Chapter 20.60 of the Shelton zoning code, window boxes, planter boxes, and hanging baskets should be used to create a friendly pedestrian environment.

C. Site Characteristics and Arrangement of Commercial Uses. Buildings in the NC area shall:

1. Site service areas appropriately. Service areas shall not be located between the building and the street unless there is no possible alternative location. Screening in the form of landscaping should be used to diminish visibility of service areas.
2. Orient buildings toward pedestrian access. Buildings on site shall be oriented toward the sidewalk or common public open space.

Buildings in the NC area should:

3. Consider visual access and neighboring uses. If used, perimeter screening (landscaping or fencing) should be low enough to provide visibility to the commercial use. Where solid walls are used along a pedestrian pathway, they should be low enough and wide enough to provide seating.
4. Accent the use of corner lots. Corner lots should be used for pedestrian amenities or buildings which help frame the streetscape.

D. Mixed Uses on Same Site. Where residential uses are included on the second floor of a commercial building, a private yard area for the residents should be provided in the form of a courtyard, balcony, or deck. (Ord. 1462-1296 § 2 (part), 1996)

#### **20.64.080 Downtown commercial.**

A. Building Design and Character. Unless part of a conversion or rehabilitation of an existing structure that maintains the original design and nature of the building, structures in the DT area are subject to the requirements of this subsection.

Buildings in the DT zone shall:

1. Demonstrate design compatibility through the use of one or more of the following techniques (items to consider include such things as scale, building height, colors, and materials):
  - a. Use of pedestrian-scale display windows, transom windows, and building facades which are compatible with historic buildings in the zone. Multistory buildings are encouraged.
  - b. Materials compatible with the surrounding character. Primary construction of materials such as brick and wood is preferred. Reflective glass, metal pole buildings, and curtain wall construction are not appropriate for these areas.
2. Provide pedestrian access and protection. Weather protection over entry ways, at a minimum, shall be incorporated into the building design.

Buildings in the DT zone should:

3. Provide continuous protection from the elements. Extended roof overhangs, canopies or awnings can offer protection from the elements. Buildings with zero side and front yard setbacks should provide continuous canopies or awnings above the storefronts.

B. Pedestrian Orientation. Buildings in the DT zone shall:

1. Enhance the pedestrian environment.
  - a. Commercial uses shall include pedestrian amenities such as display windows, outdoor eating areas, and street furniture such as benches, bike racks, and trash receptacles.
  - b. Site features such as fences, walls, and light fixtures should be designed to be consistent with a pedestrian scale. Lighting shall avoid glare to adjacent properties.
2. Be easily accessed. The primary entrance to all buildings shall be clearly visible, and shall face the sidewalk or central pedestrian plaza.
3. Limit blank walls. Where the primary entrance of the building is not oriented toward the street, blank walls, retaining walls, and dull building facades can degrade a streetscape and detract from small-town character, as they deaden the surrounding space. Construction of blank walls shall be limited to avoid the disruption of current building patterns. This shall be accomplished through one or more of the following:
  - a. Transparent or display windows;
  - b. Artwork and/or architectural variation;
  - c. Trellises, screening vegetation;
  - d. Other methods as determined by the city manager or his/her designee.

Buildings in the DT zone should:

3. Create pedestrian-scale interest. In addition to meeting the landscaping standards established in Chapter 20.60 of the Shelton zoning code, window boxes, planter boxes, and hanging baskets should be used to create a friendly pedestrian environment.

C. Site characteristics and arrangement of commercial uses. Buildings in the DT zone shall:

1. Site service areas appropriately. Service areas shall not be located between the building and the street. Where service areas on alleys abut less intense land uses, screening in the form of landscaping should be used to diminish visibility of service areas.
2. Orient buildings toward pedestrian access. Buildings on site shall be oriented toward the sidewalk or common public open space.

Buildings in the DT zone should:

3. Accent the use of corner lots. Corner lots should not be used for parking, and should be used for pedestrian amenities or taller buildings with architectural details which help frame the streetscape.

D. Mixed Uses on Same Site. Where residential uses are included on the upper floor(s) of a commercial building, a private yard area for the residents should be provided in the form of a courtyard, balcony, or deck. (Ord. 1921-0518 (part), 2018; Ord. 1462-1296 § 2 (part), 1996)

**20.64.090 Goose Lake commercial/residential.**

Uses in the CR-G shall:

A. Design multifamily projects to be oriented toward open space, a court yard, or toward streets through the following or similar techniques:

1. Use a grid or modified street grid system with most buildings fronting on street.
2. Locate parking areas behind or under buildings, accessed from alley-type driveways meeting the fire access standards.
3. Provide direct pedestrian access to each building from the street fronting the building and from the back where the parking is located.
4. Orient the buildings into U-shaped courtyards where the front door/main entry into the building(s) is from a front courtyard. Access to the courtyard from the rear parking area should be through a well-lighted breezeway or stair way. The buildings would still be located between the street and the parking area.

B. Minimize the impact of driveways and parking lots on pedestrians and neighboring properties by designing and locating parking lots, carports, and garages in a way that creates few interruptions on the street, sidewalk or building facade, using the following or similar techniques:

1. Locate surface parking at rear or side of lot.
2. Break large parking lots into small ones.
3. Minimize the number and width of driveways and curb cuts.
4. Share driveways with adjacent property owners.
5. Locate parking in areas that are less visible from the street.
6. Locate driveways so they are visually less dominant.

C. Provide adequate screening for support facility needs associated with multifamily and commercial developments. Service areas shall not be located between the building and the street unless there is no possible alternative location. Screening in the form of landscaping should be used to diminish visibility of service areas.

D. Minimize building scale through the following or similar techniques:

1. Provide variation and a mixture of one, two and three story units.
2. Use wall plane articulation/modulation to break a multifamily building into house-size building elements, especially where there is a building height transition.
3. Design the exterior of multifamily buildings to appear as a single building, such as a large single-family detached dwelling.

E. Limit Blank Walls. Where the primary entrance of the building is not oriented toward the street, blank walls, retaining walls, and dull building facades can degrade a streetscape and detract from small-town character, as they deaden the surrounding space. Construction of blank walls shall be limited to avoid the disruption of current building patterns. This shall be accomplished through one or more of the following:

1. Transparent or display windows;
2. Artwork and/or architectural variation;
3. Trellises, screening vegetation;
4. Other methods as determined by the city manager or his/her designee. (Ord. 1921-0518 (part), 2018; Ord. 1462-1296 § 2 (part), 1996)

**20.64.100 General commercial.**

The intent of the general commercial designation is to provide a location for larger, more intense commercial development. However, even with more intense development, maintenance of a safe, pleasant pedestrian atmosphere is important.

**A. Building Design and Character.** Uses in the GC zone shall:

1. Limit blank walls. Where the primary entrance of the building is not oriented toward the street, blank walls, retaining walls, and dull building facades can degrade a streetscape and deaden the surrounding space. Construction of blank walls shall be limited. This shall be accomplished through one or more of the following:
  - a. Transparent or display windows;
  - b. Artwork and/or architectural variation;
  - c. Trellises, screening vegetation;
  - d. Other methods as determined by the city manager or his/her designee.
2. Provide pedestrian access and protection. Weather protection over entry ways, at a minimum, shall be incorporated into the building design.

Uses in the GC zone should:

3. Provide continuous protection from the elements. Such items as extended roof overhangs, canopies or awnings can offer protection from the elements. Where buildings are built with zero side and front yard setbacks, owners should cooperate to provide continuous canopies or awnings above the storefronts.
4. Set off second floors. Where second floors are added, they should include design elements such as recessed areas, balconies, or dormers, should be modulated in order to reduce building mass, or they should be stepped back from the first floor.

**B. Site Characteristics, Relationship of Buildings to Right-Of-Way.**

Uses in the GC zone shall:

1. Be easily accessed. The primary entrance to all buildings shall be clearly visible, and shall face the sidewalk or central pedestrian plaza.
2. Site service areas and outdoor storage appropriately. Service areas and outdoor storage shall not be located between the building and the street unless there is no possible alternative location.
3. Screen outdoor storage areas and service areas. Screening in the form of landscaping in accordance with Section 20.60.150 of this title shall be used to diminish visibility of service areas.
4. Provide for internal pedestrian circulation. All buildings within a development should be connected by hard-surfaced walkways to each other and, where practicable, to adjoining commercial properties.

Uses in the GC zone should:

5. Consider pedestrian access by locating buildings close to the sidewalk.

**C. Parking, Landscaping.** Uses in the GC zone shall:

1. Provide pedestrian access through parking areas. Where parking is located between the building entrance and the right-of-way, direct pedestrian access in the form of a dedicated pathway shall be provided from the right-of-way to the building entrance. This may be accomplished through the following or similar techniques:
  - a. Provision of a raised sidewalk at least six inches above grade;

- b. Crosswalk striping;
- c. Alterations in pavement;
- d. Use of wheel stops along pathway.

Uses in the GC zone should:

- 2. Locate parking away from the right-of-way. Parking lots in GC zones (not including abutting parking in the NR zone) which does not front upon a right-of-way shall be relieved of the interior landscaping requirements set forth in Section 20.60.150B of this title. (Ord. 1921-0518 (part), 2018; Ord. 1462-1296 § 2 (part), 1996)

**20.64.110 Gateway corridor.**

Uses in any portion of any zone designated as a gateway corridor within the comprehensive plan and per definitions of this title shall:

- A. Site buildings, rather than parking areas adjacent to arterial roadways or highways in order to identify these locations as activity centers. Parking must be located beside or behind buildings away from the arterial or highway. Developments should be sited and designed with future build-out of the roadway in mind.
- B. Parking shall be convenient to the buildings, but not dominate the view from the roadway.
- C. Vehicular access and traffic flow shall be carefully considered in the site plan of facilities and designed to the satisfaction of the city engineer and/or adopted city standards.
- D. All loading docks and trash collection facilities shall be located or screened so as to be concealed from view from the arterial roadways.
- E. Site design should consider the potential for shared parking lots as adjacent sites develop.
- F. The site shall provide pedestrian connections from vehicles to buildings, from building to building, and from the site to any required sidewalks at the boundary of the site as appropriate.
- G. Pedestrian connections from buildings to other areas of the property are encouraged.
- H. Outdoor eating areas, rest areas, and other pedestrian amenities are encouraged to be developed within the gateway corridor and may be shared by multiple businesses. (Ord. 1547-0401 § 6 (Exh. 7), 2001)

**20.64.120 Historic overlay zone (reserved).**

**20.64.130 Low-intensity commercial.**

The intent of the low intensity commercial is to allow a variety of low scale commercial uses that are designed and sites so as to protect the adjacent neighborhood from adverse impacts.

- A. Building Design and Character. Unless part of a conversion or rehabilitation of an existing residential structure that maintains the original design and nature of the building, structures in the LI-C area shall comply with the requirements of this subsection.

Buildings in the LI-C area shall:

- 1. Be compatible with the surrounding neighborhood, and use traditional Northwest commercial vernacular. Items to consider include such things as scale, building height, colors, and materials, through the following:
  - a. Modulation of building mass, the addition of dormer windows, covered entrance ways, and/or porches,
  - b. Materials compatible with the surrounding character. Primary construction of materials such as brick and wood is preferred. Reflective glass and curtain wall construction are not appropriate for these areas,

2. Provide pedestrian access and protection. Weather protection over entry ways, at a minimum, shall be incorporated into the building design;
3. Buildings in the LI-C area should provide continuous protection from the elements. Such items as extended roof overhangs, canopies or awnings can offer protection from the elements. Where buildings are built with zero side and front yard setbacks, owners should cooperate to provide continuous canopies or awnings above the storefronts.

B. Pedestrian Orientation. Buildings in the LI-C area shall:

1. Enhance the pedestrian environment:
  - a. Commercial uses shall include pedestrian amenities such as display windows, outdoor eating areas, and street furniture such as benches, bike racks, and trash receptacles,
  - b. Site features such as fences, walls, refuse and recycle enclosures, and light fixtures should be designed to be consistent with typical residential development and pedestrian scale. Lighting shall avoid glare to adjacent properties;
2. Be easily accessed. The primary entrance to all buildings shall be clearly visible, and shall face the pedestrian access way or central pedestrian plaza. This requirement shall not be construed in such a way that designs contradict requirements found in Chapter 20.09 that the buildings be oriented so as to minimize impacts to Jefferson or Adams Streets;
3. Buildings in the LI-C area should create pedestrian-scale interest. In addition to meeting the landscaping standards established in Chapter 20.60 of the Shelton zoning code, window boxes, planter boxes, and hanging baskets should be used to create a friendly pedestrian environment.

C. Site Characteristics and Arrangement of Commercial Uses. Buildings in the LI-C area shall:

1. Site service areas appropriately. Service areas shall not be located between the building and the street unless there is no possible alternative location. Screening in the form of landscaping should be used to diminish visibility of service areas;
2. Orient buildings toward pedestrian access. Buildings on site shall be oriented toward interior sidewalks or common public open space;
3. Buildings in the LI-C area should consider visual access and neighboring uses. Where solid walls are used along a pedestrian pathway, they should be low enough and wide enough to provide seating;
4. Accent the use of corner lots. Corner lots should be used for pedestrian amenities or buildings which help frame the streetscape.

D. Mixed Uses on Same Site. Where residential uses are included on the second floor of a commercial building, a private yard area for the residents should be provided in the form of a courtyard, balcony, or deck. (Ord. 1520-1099 Attch. C, 1999)

**20.64.140 Professional office/residential mixed use.**

The intent of the professional office/residential mixed use design review standards is to allow a variety of low scale uses that are designed so as to complement the Mason County campus and professional offices uses to the south while protecting the adjacent neighborhood to the north from adverse impacts.

A. Building Design and Character. Unless part of a conversion or rehabilitation of an historic structure that maintains the original design and nature of the building, structures in the PR-A area shall comply with the requirements of this subsection. Buildings in the PR-A area shall:

1. Be compatible with the surrounding neighborhood, and use traditional Northwest vernacular architectural styles. The Northwest vernacular architectural style is defined by such features as use of natural, indigenous

materials, large exposed timbers, large overhangs, and large expanses of glass. Items to consider include such things as scale, building height, colors, and materials, through the following:

- a. Modulation of building mass, the addition of dormer windows, covered entrance ways, and/or porches.
- b. Materials compatible with the surrounding character. The predominant exterior building materials for new buildings should be brick, horizontal lap siding, or cedar shakes. Generally, stucco and other troweled materials are not appropriate materials unless framed or trimmed in wood. Aluminum or plastic imitations are not encouraged but allowed as long as the detailing of the siding trim reflects the highest industry standards. Mirrored glass, corrugated siding, exposed concrete block, and plywood or T-111 siding are prohibited.
- c. Any portion of the premises that abuts a residential use shall be screened in such a manner so as to reduce noise, light, and glare entering the residential property.
- d. Architectural and site design shall be such that adjacent residences are not presented with blank facades, high-pitched gable end walls, storage areas, or outdoor equipment.

2. Provide pedestrian access and protection. Weather protection over entryways, at a minimum, shall be incorporated into the building design.

**B. Pedestrian Orientation. Buildings in the PR-A area shall:**

1. Enhance the pedestrian environment.
  - a. Commercial uses shall include pedestrian amenities such as display windows, outdoor eating areas, and street furniture such as benches, bike racks, and trash receptacles.
  - b. Site features such as fences, walls, refuse and recycle enclosures, and light fixtures should be designed to be consistent with typical residential development and pedestrian scale. Lighting shall avoid glare to adjacent properties.
2. Be easily accessed. The primary entrance to all buildings shall be clearly visible, and shall face the pedestrian access way or central pedestrian plaza. This requirement shall not be construed in such a way that designs contradict requirements found in this title.

Buildings in the PR-A area shall:

3. Create pedestrian-scale interest. In addition to meeting the landscaping standards established in Chapter 20.60, window boxes, planter boxes, and hanging baskets should be used to create a friendly pedestrian environment.

**C. Site Characteristics and Arrangement of Commercial Uses. Buildings in the PR-A area shall:**

1. Site service areas appropriately. Service areas shall not be located between the building and the street unless there is no possible alternative location. Screening in the form of landscaping should be used to diminish visibility of service areas.
2. Orient buildings toward pedestrian access. Buildings on site shall be oriented toward interior sidewalks or common public open space.
3. Mixed Uses on Same Site. Where residential uses are included on the second floor of an office building, a private outdoor area for the residents shall be provided in the form of a courtyard, balcony, or deck. (Ord. 1785-0511 § 3 (part), 2011)

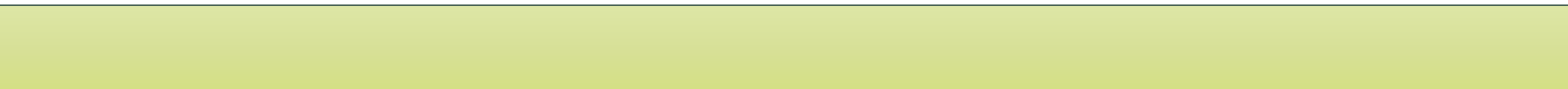


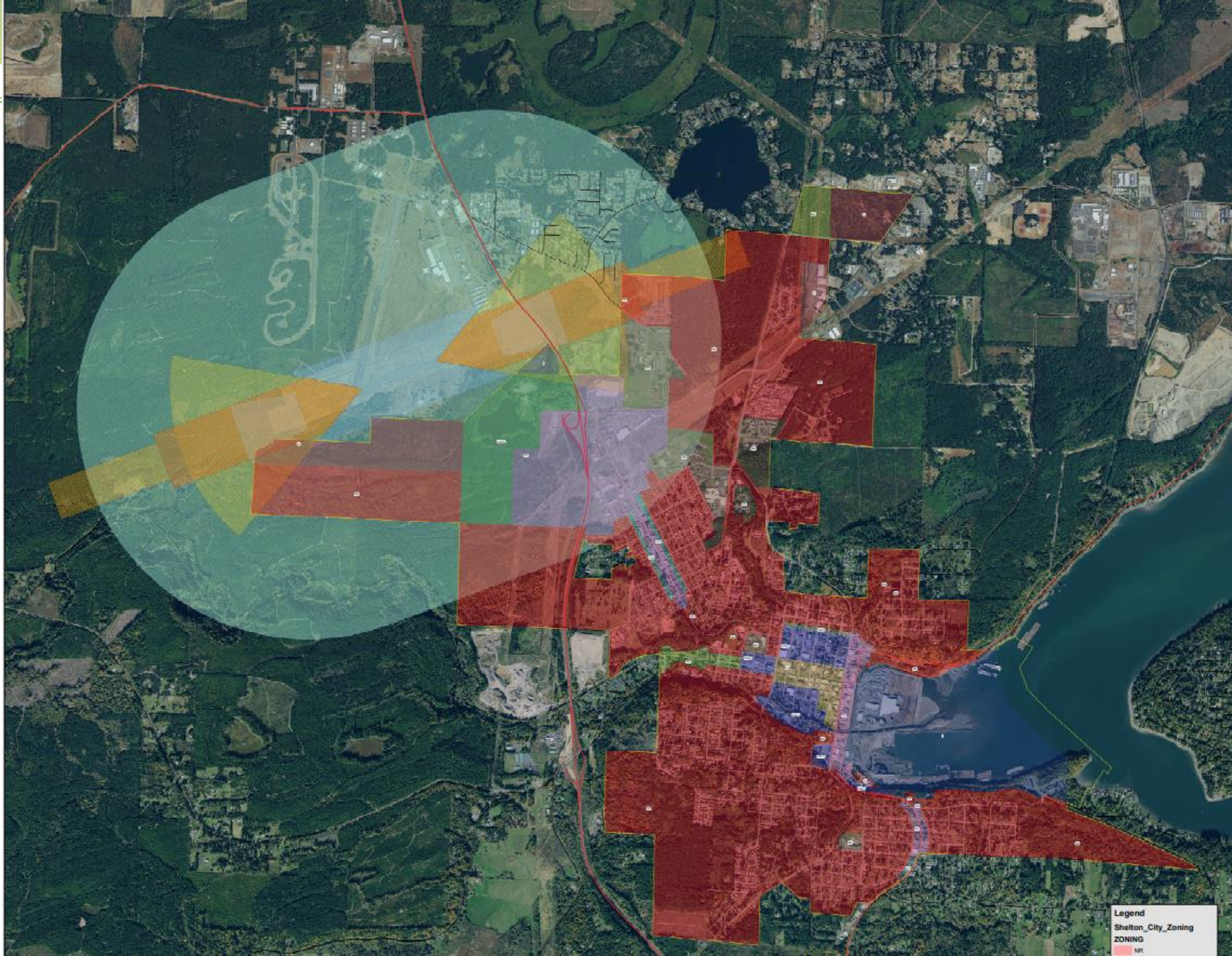


# NEIGHBORHOOD RESIDENTIAL ZONE

SHELTON CITY COUNCIL MEETING

APRIL 19, 2022





## NEIGHBORHOOD RESIDENTIAL ZONE PROPOSED CHANGES

|                                 | EXISTING                     | PROPOSED  |
|---------------------------------|------------------------------|---|
| <b>Lot size(minimum)</b>        |                              |   |
| Single Family                   | 6,000 sq. ft.                | 4,500 sq. ft.   |
| Duplex                          | 6,000 sq. ft.(one per block) | 6,000 sq. ft.(any legal lot)  |
| Triplex                         | 6,000 sq. ft.(one per block) | 7,500 sq. ft.(any legal lot)  |
| Corner lots                     |                              | 6,000 sq. ft.   |
| <b>Setback</b>                  |                              |   |
| Front yard                      | 10 feet                      | 10 feet/15 feet to carport & garage entries   |
| Side yard                       | 5 feet                       | 5 feet  |
| Flanking street                 | 7 feet                       | 7 feet/15 feet to carport & garage entries  |
| Rear yard                       | 15 feet                      | 15 feet   |
| Corner lots                     |                              | Frontage determined by owner at the time of permit application                            |
| <b>Building Height</b>          | 35 feet                      | 35 feet   |
| <b>Development Coverage</b>     | 50%                          | 50%<br>*60% development coverage is allowed for the construction of an accessory dwelling |
| <b>Accessory Dwelling Units</b> | Owner must occupy one unit   | Remove owner occupancy requirement  |

# DESIGN STANDARDS

Every single family home, accessory dwelling unit, duplex and triplex shall contain the following features:

- All facades shall have at least one of the following:
  - Contrasting trim on wall openings and or corners
  - Integrated trim in windows or doors
  - Contrasting siding or other materials
- Roof overhang (minimum six inches);
- Porch (covered entry) for the primary entrance minimum 20 square foot roof area; and

\*Another aesthetically appropriate feature approved by the community development director may be authorized in lieu of one or more of the foregoing based on fact-specific analysis in the director's sole discretion.

# DESIGN STANDARDS continued

Architectural design. To ensure variety in architecture and to reduce the dominance of garages on the streetscape, applicants for new residential developments shall demonstrate compliance with the following provisions at the time of building permit application:

Front façade variety. Dwellings with the same front façade located on the same side of a street shall be separated by no less than four lots, and dwellings with the same front façade located on opposite sides of a street shall be separated by no less than four lots, with the lot directly across the street not included in the four-lot calculation. In this context, the lot "directly across the street" means the lot with which the greatest portion of frontage aligns with the frontage of the subject lot.

Front façade features. Every front façade of single family residences shall contain a minimum of three elements from the lists below to include a minimum of one element from the structural elements list and at least one element from the decorative elements list. Every duplex front façade shall contain a minimum of five elements from the lists below to include a minimum of two elements from the structural elements list and at least two elements from the decorative elements list. Every triplex front façade shall contain a minimum of seven elements from the lists below to include a minimum of three elements from the structural elements list and at least three elements from the decorative elements list.

# DESIGN STANDARDS – STRUCTURAL ELEMENTS

|               | <b>Structural Elements<br/>(minimum)</b> | <b>Decorative<br/>Elements<br/>(minimum)</b> | <b>Total minimum</b> |
|---------------|--|--|----------------------|
| Single Family | 1  | 1  | 3                    |
| Duplex        | 2  | 2  | 5                    |
| Triplex       | 3  | 3  | 7                    |

- Dormers
- Gables
- Hipped, gable, gambrel, mansard or similar pitched roof
- Bay windows
- Twelve-inch minimum offset from one exterior wall to another
- Balconies
- Roofline offset of 12 inch minimum from the top surface of one roof to the other
- Recessed building entry at least two feet deep by four feet wide

\* The community development director may authorize another feature in lieu of one or more of the foregoing based on fact-specific analysis in the director's sole discretion.

# Structural Elements

- Hipped, gable, mansard roof lines
- Bay windows
- Dormers
- Roof line offset 12"



# Structural Elements

- Balconies
- Recessed building entry
- Roof line offset 12"
- Shed roof over window



# DESIGN STANDARDS – DECORATIVE ELEMENTS

|               | <b>Structural<br/>Elements<br/>(minimum)</b> | <b>Decorative<br/>Elements<br/>(minimum)</b> | <b>Total<br/>(minimum)</b> |
|---------------|--|--|----------------------------|
| Single Family | 1  | 1  | 3                          |
| Duplex        | 2  | 2  | 5                          |
| Triplex       | 3  | 3  | 7                          |

- Decorative garage doors
- Decorative eave or barge boards with two material variations
- Decorative shingles or varied siding in gables
- Decorative siding (shingles, shake, batten board, wainscoting, or similar)
- Shed roof above window(s)
- Enlarged trim on garage door headers at least six inches wide
- Knee or eave braces
- Brick, stone or cedar accents covering at least ten percent of the front facade wall surface area
- Variable siding; the use of two or more types of siding
- Horizontal lap siding
- Belly Band cladding
- Shutters or louvers

\* Other architectural elements, other than color, glass or lighting, approved by the community development director

# Decorative elements

- Belly band
- Varied siding in gables
- Variable siding
- Horizontal lap siding
- Roof overhang
- Decorative garage doors
- Brick, stone or cedar accents



# Decorative elements

- Contrasting trim
- Contrasting siding
- Variable siding
- Shutters
- Decorative siding
- Knee or eave braces



## Chapter 20.08

### NR NEIGHBORHOOD RESIDENTIAL DISTRICT

#### Sections:

- 20.08.010 Intent.
- 20.08.020 Permitted uses.
- 20.08.030 Conditional uses.
- 20.08.040 Prohibited uses.
- 20.08.050 Lot, yard, and open space requirements.
- 20.08.060 Off-street parking.

#### **20.08.010 Intent.**

The neighborhood residential district (NR) is the predominant land use/zoning type within the City of Shelton. The district contains the bulk of the City's residential housing and consists of a mixture of contemporary subdivisions, multi-family housing, historic neighborhoods, and an eclectic mixture of housing types and styles that were developed at different times to fill different needs of our residents. These regulations recognize the need for flexibility to be exercised relative to the types and density of housing allowed but also recognizes the value that good site design, interesting architecture, and thoughtful landscaping play in providing compatible infill development and more livable communities. (~~Ord. 1767-0610 § 1 (part), 2010; Ord. 1462-1296 § 2 (part), 1996~~)

#### **20.08.020 Permitted uses.**

Residential densities in the Neighborhood Residential Zoning District shall be a minimum of three (3) but not more than nine (9) units per net residential acre unless greater densities are permitted through 20.08.020(B), (C), (D) or the Planned Unit Development process. Permitted uses for the neighborhood residential district are listed in the land use matrix, Section 20.06.030, and as follows:

- A. One single-family dwelling unit per lot may be constructed, as a permitted use provided the design standards found in Section 20.64.020 are satisfied.,.
- B. One accessory dwelling units(ADU) may be constructed, as a permitted use, on any lot containing a single-family residence, provided the design standards found in Section 20.64.020 are satisfied.
- C. One Duplex shall be allowed to be constructed on any lot of 6,000 square feet or more provided the design standards for duplexes -found in Section 20.64.020 are satisfied.
- D. One Triplex shall be allowed to be constructed on any lot of 7,500 square feet or more upon demonstration of compliance with the design standards for triplex units found in Section 20.64.020.
- E. Auxiliary uses and buildings may be allowed on a lot that contains an approved residential unit. Auxiliary uses and buildings are not allowed on vacant lots/parcels. Auxiliary uses and buildings include but are not limited to the following:
  - 1. Auxiliary buildings or structures which are clearly incidental to the residential use of the lot, such as buildings or structures for storage of personal property (including boats, recreational vehicles, etc.), or for the pursuit of avocational interests; or structures designed for and related to recreational needs of the residents of a residential complex. Accessory buildings shall be complementary to the basic architectural character of the main building on the lot, and appropriate to the accessory use.
  - 2. One exempt (from building permitting) storage shed may be allowed per lot. Exempt sheds are limited to 200 square feet or less and a height with sidewall heights not greater than ten foot in height and roof framing shall not exceed pitch of existing primary structure. Sheds shall be complementary to the basic architectural character of the main residential building on the lot and otherwise conform to all other development standards contained in Table 20.08.050.

3. Children's Play Houses and Tree Houses. One exempt (from building permitting) may be allowed per lot. Limited to 200 square feet or less in floor size and a height with sidewall heights not greater than ten foot in height are allowed though they are required to conform to the development standards contained in Table 20.08.050.

~~4. Agricultural uses, not involving retail sales on the premises and limited as follows:~~

~~a. On lots or parcels of one acre or more, poultry and/or livestock (no pigs/swine) may be kept; provided, that the number of head of livestock shall not exceed one for each half acre of lot area, and not more than twenty birds or fowl per acre; and that barns or other structures for the housing or sheltering thereof be set back not less than thirty-five feet from all property lines and not less than fifty feet from any existing residential dwelling unit on adjoining property. Appropriate mitigation measures shall be employed for the collection and disposal of animal wastes as well as the collection and conveyance of stormwater from areas proposed for housing and grazing of animals.~~

~~b. Up to three chickens (No Roosters) may be allowed on a residential site, regardless of parcel size. All chickens must be contained in a pen/coop within the rear yard of the site and not allowed to roam the neighborhood.~~

45. Home occupations, which comply with all the conditions as set forth in Chapter 20.44, are allowed to be conducted from any residence. Home Occupation uses which do not comply with all conditions as set forth in Chapter 20.44 may be considered through the Conditional Use Permit Process;

56. No more than four household animals/pets (Dogs and Cats) may be kept on a residential lot, regardless of parcel size.

F. Neighborhood Commercial (NC) uses as listed in Section 20.44.290, provided uses comply with the criteria set forth in Sections 20.44.290 and 20.64.070;

G. Planned Unit Developments, on parcels of one acre or more, are allowed as provided in Chapter 20.32.

H. Parks, publicly owned and operated or as may be approved through a Subdivision or PUD and managed by an appropriate agency (e.g. Homeowner's Association, City of Shelton, ETC.).

I. Stormwater Management Facilities, publicly owned and operated, or as may be approved through a Subdivision or PUD and managed by an appropriate agency (e.g. Homeowners Association). Stormwater Management Facilities that are not part of a Subdivision or PUD, may be considered through the Site Plan Review process and must be screened and/or landscaped to reduce/minimize the potential visual impact on neighboring properties and to provide for aesthetically pleasing street frontage appearance. (~~Ord. 1767-0610 § 1 (part), 2010: Ord. 1556-1101 Exh. 1, 2001; Ord. 1462-1296 § 2 (part), 1996~~)

#### **20.08.030 Conditional uses.**

Conditional uses as listed in the land use matrix, Section 20.06.030, require a conditional use permit as provided in Chapter 20.44, and subject to applicable conditions as found in that chapter. (~~Ord. 1767-0610 § 1 (part), 2010: Ord. 1462-1296 § 2 (part), 1996~~)

#### **20.08.040 Prohibited uses.**

Uses other than those identified or described in Section 20.08.020 or 20.08.030 are prohibited. (~~Ord. 1767-0610 § 1 (part), 2010: Ord. 1462-1296 § 2 (part), 1996~~)

#### **20.08.050 Lot, yard, and open space requirements.**

A. Development standards for all lots in the Neighborhood Residential zone shall be as provided in Table 20.08.050, except in the following cases:

1. Minimum lot area: three thousand square feet on lots platted before June 16, 2021, subject to the design requirements set forth in Chapter 20.64;

2. Minimum front yard: when forty percent or more of lot coverage, on a front foot basis, of all property on one side of a street between two intersecting streets has been reached, the front yard required for new development shall be an average of the existing front yard setbacks, but shall not be less than that specified in Table 20.08.050;

~~3. Minimum side yards: a zero lot line concept may be approved if the site is part of a subdivision or PUD and seventy five percent of units on the site use alleys for access.~~

**Table 20.08.050**

| Minimum Lot Standards  | With Alleys   | Without Alleys   |
|--|---|--|
| Lot area   | 4500 sq. ft.<br><del>*65,000 square feet for a corner lot*1</del>   | <del>4,500</del> 6000 sq. ft.<br><del>*6,0500 square feet for a corner lot*1</del> |
| Front yard   | 10 ft.<br><del>15 feet for garages and carports to the entrance, side entry exempt.</del>   |  |
| Side yard  | 5 ft.   |  |
| Flanking street/ <del>Street Side Yard</del>                                 | 7 ft.<br><del>15 feet for garages and carports to entrance, side entry exempt</del>   |  |
| Rear yard  | 15 ft.<br>(5 feet for a detached garage)  | 15 ft.   |
| <del>Corner lots</del>   | <del>Corner lot set backs at 10 feet for each street frontage. Side and back yard setbacks determined by owner at the time of permit application</del><br><br><del>For lots under 6,000 square feet one street frontage setback shall be 7 feet.</del>  |  |
| Building height  | 35 ft.  |  |
| Development coverage   | 50%<br><br><del>60% development coverage is allowed if all on-site driveways and walkways are comprised of pervious surface paving and all roof water from structures on the site is put into on-site drywells, or otherwise infiltrated on-site, in compliance with the Storm Water Management Manual For Western Washington as adopted by the City of Shelton.</del><br>50%<br><br><del>60% development coverage is allowed for the construction of an accessory dwelling unit per SMC20.08.020(B) as the adoption of this code or June 16 2021</del> |  |
| <del>SMC 18</del> Lot width  | 30 ft.  |  |
| <del>Street frontage width</del><br><del>Street frontage/street access</del> | 25 ft.<br>25 ft.<br>Per IFC and IBC SMC 18  |  |

#### 20.08.060 Parking.

Parking shall be provided in accordance with Chapter 20.40.

#### 20.08.080 Fencing

Fencing on residential lots shall be in compliance with Section 20.36.130.

## Chapter 20.64

### DESIGN STANDARDS

#### Sections:

|           |  |
|-----------|--|
| 20.64.010 | Intent.  |
| 20.64.020 | Purpose.   |
| 20.64.030 | Duplexes and triplexes in NR zone.   |
| 20.64.040 | Secondary dwelling units.  |
| 20.64.050 | Zero lot line and small lot (less than four thousand five hundred s.f.) development. |
| 20.64.060 | Low-intensity mixed use, valley commercial/residential.                              |
| 20.64.070 | Neighborhood commercial.   |
| 20.64.080 | Downtown commercial.   |
| 20.64.090 | Goose Lake commercial/residential.   |
| 20.64.100 | General commercial.  |
| 20.64.110 | Gateway corridor.  |
| 20.64.120 | Historic overlay zone (reserved).  |
| 20.64.130 | Low-intensity commercial.  |
| 20.64.140 | Professional office/residential mixed use.   |

#### **20.64.010 Intent.**

Like many small towns, Shelton developed incrementally as individuals built their homes and businesses lot by lot. This development, over time, has created a pattern of diverse building styles, as opposed to the homogeneity of current large-scale development patterns. The Shelton Vision Statement 2010 and the [2017](#) comprehensive plan set forth goals and policies to encourage variety in new development, as well as infill development that complements existing land uses. In addition, the vision statement and the comprehensive plan both call for increased pedestrian access throughout neighborhoods and business areas.

These goals must be balanced with the need to accommodate new population, more affordable housing, increased businesses, and higher population densities. It is therefore the intent of this section to provide design standards for new development in some areas, in order to promote growth that accommodates this increased density, while preserving Shelton's small town nature. (Ord. 1462-1296 § 2 (part), 1996)

#### **20.64.020 Purpose.**

No building permit shall be issued for development, or substantial improvement, until the applicant has demonstrated to the site plan review committee that he or she has satisfactory yily compliance with the applicable requirements of this section. (Ord. 1462-1296 § 2 (part), 1996)

#### 20.64.025 Neighborhood residential

A. Purpose. The purposes of these standards are to ensure compatibility and continuity between and within developments, as well as variety in architecture. The standards are intended to complement the site with quality building design.

B. Every single family home, accessory dwelling unit, duplex and triplex shall contain the following features:

1. All facades shall have at least one of the following:

Contrasting trim on wall openings and or corners

Integrated trim in windows or doors

Contrasting siding or other materials

2. Roof overhang (minimum six inches);

3. Porch (covered entry) for the primary entrance minimum 20 square foot roof area; and

4. Another aesthetically appropriate feature approved by the community development director may be authorized in lieu of one or more of the foregoing based on fact-specific analysis in the director's sole discretion.

C. Architectural design. To ensure variety in architecture and to reduce the dominance of garages on the streetscape, applicants for new residential developments shall demonstrate compliance with the following provisions at the time of building permit application:

1. Front façade variety. Dwellings with the same front façade located on the same side of a street shall be separated by no less than four lots, and dwellings with the same front façade located on opposite sides of a street shall be separated by no less than four lots, with the lot directly across the street not included in the four-lot calculation. In this context, the lot "directly across the street" means the lot with which the greatest portion of frontage aligns with the frontage of the subject lot.

2. Front façade features. Every front façade of single family residences or accessory dwelling unit shall contain a minimum of three elements from the lists below to include a minimum of one element from the structural elements list and at least one element from the decorative elements list. Every duplex front façade shall contain a minimum of five elements from the lists below to include a minimum of two elements from the structural elements list and at least two elements from the decorative elements list. Every triplex front façade shall contain a minimum of seven elements from the lists below to include a minimum of three elements from the structural elements list and at least three elements from the decorative elements list.

a. Structural elements.

~~4. Single family homes must have a minimum one hundred square foot covered outdoor area located on any façade other than the front façade. Duplexes and triplexes must have one per unit.~~

• Dormers

• Gables

• Hipped, gable, gambrel, mansard or similar pitched roof

• Bay windows

• Twelve-inch minimum offset from one exterior wall to another

• Balconies

• Roofline offset of 12 inch minimum from the top surface of one roof to the other

~~• Vertical breaks/horizontal walls~~

b. Decorative elements.

• Decorative garage doors (windows, raised panel, matching paint color to house?)

~~• Pillars/posts~~

• Decorative shingles or varied siding in gables

• Decorative siding (shingles, shake, batten board, wainscoting, or similar)

• Brick, stone or cedar accents covering at least ten percent of the front facade wall surface area

• Variable siding: the use of two or more types of siding

- Horizontal lap siding
- Shed roof above window(s)
- Belly Band cladding
- Shutters or louvers
- Knee or eave braces
- Enlarged trim on garage door headers at least six inches wide
- Other architectural elements, other than color, glass or lighting, approved by the community development director

The community development director may authorize another feature in lieu of one or more of the foregoing based on fact-specific analysis in the director's sole discretion.

3. Housing within the same development that faces across a public or private street or right-of-way shall be the same type, i.e., single family attached facing single family attached or townhouses facing townhouses.

#### 20.64.028 Accessory structures and dwellings.

Attached garages shall be subject to the townhouse garage standards in .....

#### **20.64.030 — Duplexes and triplexes in NR zone.**

**5F.** Utilize landscaping that complements the architecture of the unit and will integrate the proposed development into the existing residential environment. (Ord. 1921-0518 (part), 2018; Ord. 1556-1101 Exh. 1, 2001; Ord. 1462-1296 § 2 (part), 1996)

#### **20.64.040 AccessorySecondary dwelling units.**

One way to allow higher residential density while preserving single-family neighborhood character is to provide for the construction of additional dwelling units on a single-family lot. These units, also called “~~secondary~~~~accessory~~ dwelling units” or “mother-in-law” apartments, are generally intended to be much smaller than the main unit, occupied by one person (at most two), and one of the two units on the property must be owner-occupied. The following criteria help achieve these intended results.

~~AccessorySecondary~~ dwelling units shall:

- Be Smaller in Size than the Primary Dwelling Unit. Excluding any garage areas, the secondary dwelling unit shall not contain less than three hundred square feet and not more than ~~one thousand (1,000) eight hundred square feet~~, provided that if the secondary unit is completely located on a single floor of a preexisting primary residence or accessory building (e.g., a garage), the city manager or his/her designee may allow increased size in order to efficiently use all floor area, so long as all other standards set forth in this section are met;
- Comprise Only a Limited Proportion of the Total Dwelling Area. Excluding any garage areas, the total square footage of the ~~accessorysecondary~~ dwelling unit shall not exceed eighty percent of the total square footage of the primary residence. This percentage shall apply to both attached and detached ~~accessorysecondary~~ dwelling units;
- Be Provided with Adequate Parking. There shall be one off-street parking space in a carport, garage, or designated space provided for the ~~accessorysecondary~~ dwelling unit in addition to those which exist on the site for the primary residence;
- Be Designed to be Compatible with the Primary Residence. ~~AccessorySecondary~~ dwelling units shall be designed to maintain the appearance of the main building of the single-family residence. If the ~~accessorysecondary~~ unit extends beyond the current footprint of the principal residence, or if a ~~accessorysecondary~~ unit is detached from the main building, it shall be consistent with the existing roof pitch, siding, and windows. ~~In addition, only one-~~

(Ord. 1921-0518 (part), 2018; Ord. 1462-1296 § 2 (part), 1996)

E. Meet design requirements of SMC Chapter 20.64.025

**20.64.050 Zero lot line and small lot (less than four thousand five hundred s.f.) development.**

Because of higher densities necessitating compact form and closer proximity of units, building design is critical to successful developments. Design should protect privacy, sustain and create attractive and functional neighborhoods and promote quality living environments.

Small-lot and zero-lot development shall:

A. Contribute to the architectural character of the street through the use of two or more of the following:

1. Roof design. Pitched or articulated roof line, or other roof element such as eyebrow roof forms or dormers that emphasize building form and help it to fit in with neighboring structures with prominent roofs.
2. Architectural details that are proportioned to achieve good human scale such as:
  - a. Entry details like porches and recesses;
  - b. Occupiable spaces like bay windows and balconies;
  - c. Window details like vertically proportioned window openings which are recessed into the face of the building and broken up with smaller panes of glass; and d. Roof details like brackets, chimneys, roof overhangs.
3. Use of horizontal lap siding, trellises, landscaping, or other special treatment on adjacent side yards is encouraged. This can be effective in creating a separation between yards where zero lot lines are used, or where units are highly visible to one another because of small lot size.
4. Provide clearly defined building entries which face the street and are well lighted and easily accessible.
  - a. The entries should include a transition space from the sidewalks, such as steps, a porch, a terrace, or a landscaped area.
  - b. Entries should include eave overhangs, and raised porches are recommended. Raised porches help define private space yet create a pedestrian-friendly streetscape.
  - c. If exterior stairways are used, they should be simple, bold projections to fit with the architectural massing and form of the building and the neighborhood. Thin-looking, open metal, prefabricated stairs and railings are discouraged.

B. Design garages in a way that does not dominate the facade of the residential building:

1. Garages should be located off alleys, if possible. Garages shall be behind or in back of residences, or stepped back from the facade of the building.
2. Carports are generally discouraged because they result in a poorer quality appearance and lend themselves to storage activities visible to the general public.
3. Driveways should be as narrow as possible and shared where possible to minimize disruption of the sidewalk by curb cuts.
4. Garage sidewalls that face the street should appear to contain habitable space. This can be accomplished by incorporating windows and other design elements into the garage wall that are in character with the remainder of the dwelling.

C. Create a sense of privacy, through the following suggested techniques:

1. Locate windows so residents from one unit to the next can not look directly into another unit.
2. Orient and locate units to maximize privacy.
3. Use landscaping and architectural features like trellises to block views of adjacent units. (Ord. 1462-1296 § 2 (part), 1996)

**20.64.060 Low-intensity mixed use, valley commercial/residential.**

The intent of the low-intensity mixed use designation is to maintain the historic and small town character of the existing neighborhood and gateway while allowing compatible commercial development to occur. The designation is to provide for a corridor of residential and commercial uses, in close proximity to each other or integrated within the same structure, which resemble low- to moderate-intensity residential use in design and scale.

**A. Building Design and Character.** Uses in the MU and CR-V zones shall:

1. Limit blank walls. Where the primary entrance of the building is not oriented toward the street, blank walls, retaining walls, and dull building facades can degrade a streetscape and detract from small-town character, as they deaden the surrounding space. Construction of blank walls shall be limited to avoid the disruption of current building patterns. This shall be accomplished through one or more of the following:
  - a. Transparent or display windows;
  - b. Artwork and/or architectural variation;
  - c. Trellises, screening vegetation;
  - d. Other methods as determined by the city manager or his/her designee.
2. Modulate building mass, or employ the addition of dormer windows, covered entrance ways, or porches.
3. Include pitched roofs consistent with historic residential architectural style. Unless a prominent feature of an historic architectural style that the building attempts to mimic, mansard roofs and flat roofs are discouraged. Pitched roofs with a minimum 5/12 slope are encouraged.
4. Use materials compatible with residential character. Primary construction from materials such as brick and wood is preferred. Reflective glass and curtain wall construction are not appropriate for these areas.
5. Design multifamily projects to be oriented toward open space, a court yard, or toward streets through the following or similar techniques:
  - a. Use a grid or modified street grid system with most buildings fronting on street.
  - b. Locate parking areas behind or under buildings, accessed from alley-type driveways meeting the fire access standards.
  - c. Provide direct pedestrian access to each building from the street fronting the building and from the back where the parking is located.
  - d. Orient the buildings into U-shaped courtyards where the front door/main entry into the building(s) is from a front courtyard. Access to the courtyard from the rear parking area should be through a well-lighted breezeway or stair way. The buildings would still be located between the street and the parking area.

Uses in the MU and CR-V zone should:

6. Set off second floors. Where second floors are added, they should include design elements such as recessed areas, balconies, or dormers, should be modulated in order to reduce building mass, or they should be stepped back from the first floor.

B. Site Characteristics, Relationship of Buildings to Right-Of-Way.

Uses in the MU and CR-V zone shall:

1. Site service areas appropriately. Service areas shall not be located between the building and the street unless there is no possible alternative location. Screening in the form of landscaping should be used to diminish visibility of service areas.
2. Consider surrounding uses. If used, perimeter screening in the form of landscaping or residential-scale wood fencing is encouraged. Screening in the form of chain-link fencing with plastic webbing or solid concrete block walls shall be considered blank walls and shall comply with the requirements for blank walls.

Uses in the MU and CR-V zone should:

3. Use residentially scaled improvements. Site features such as fences, walls, refuse and recycle enclosures, and light fixtures should be designed to be consistent with typical residential development and pedestrian scale. Lighting should avoid glare to adjacent properties.
4. Provide for internal pedestrian circulation. All buildings within a development should be connected by hard-surfaced walkways to each other and, where practicable, to adjoining commercial properties.

C. Landscaping. Landscaping for all uses in the mixed use zone shall be consistent with Section 20.60 of the Shelton zoning code. (Ord. 1921-0518 (part), 2018; Ord. 1462-1296 § 2 (part), 1996)

**20.64.070 Neighborhood commercial.**

The intent of the neighborhood commercial area as a conditional use in neighborhood residential zones is to allow for the location of neighborhood-serving businesses within housing developments.

This commercial area should not intrude upon the primarily residential character of the neighborhood, and should therefore incorporate the appropriate size, scale, and design for the surrounding area.

A. Building Design and Character. Unless part of a conversion or rehabilitation of an existing residential structure that maintains the original design and nature of the building, structures in the NC area shall comply with the requirements of this subsection.

Buildings in the NC area shall:

1. Be compatible with the surrounding neighborhood, and use traditional Northwest commercial vernacular. Items to consider include such things as scale, building height, colors, and materials, through the following:
  - a. Modulation of building mass, the addition of dormer windows, covered entrance ways, and/or porches.
  - b. Materials compatible with the surrounding character. Primary construction of materials such as brick and wood is preferred. Reflective glass and curtain wall construction are not appropriate for these areas.
2. Provide pedestrian access and protection. Weather protection over entry ways, at a minimum, shall be incorporated into the building design.

Buildings in the NC area should:

3. Provide continuous protection from the elements. Such items as extended roof overhangs, canopies or awnings can offer protection from the elements. Where buildings are built with zero side and front yard setbacks, owners should cooperate to provide continuous canopies or awnings above the storefronts.

B. Pedestrian Orientation. Buildings in the NC area shall:

1. Enhance the pedestrian environment.

a. Commercial uses shall include pedestrian amenities such as display windows, outdoor eating areas, and street furniture such as benches, bike racks, and trash receptacles.

b. Site features such as fences, walls, refuse and recycle enclosures, and light fixtures should be designed to be consistent with typical residential development and pedestrian scale. Lighting shall avoid glare to adjacent properties.

2. Be easily accessed. The primary entrance to all buildings shall be clearly visible, and shall face the sidewalk or central pedestrian plaza.

Buildings in the NC area should:

3. Create pedestrian-scale interest. In addition to meeting the landscaping standards established in Chapter 20.60 of the Shelton zoning code, window boxes, planter boxes, and hanging baskets should be used to create a friendly pedestrian environment.

C. Site Characteristics and Arrangement of Commercial Uses. Buildings in the NC area shall:

1. Site service areas appropriately. Service areas shall not be located between the building and the street unless there is no possible alternative location. Screening in the form of landscaping should be used to diminish visibility of service areas.

2. Orient buildings toward pedestrian access. Buildings on site shall be oriented toward the sidewalk or common public open space.

Buildings in the NC area should:

3. Consider visual access and neighboring uses. If used, perimeter screening (landscaping or fencing) should be low enough to provide visibility to the commercial use. Where solid walls are used along a pedestrian pathway, they should be low enough and wide enough to provide seating.

4. Accent the use of corner lots. Corner lots should be used for pedestrian amenities or buildings which help frame the streetscape.

D. Mixed Uses on Same Site. Where residential uses are included on the second floor of a commercial building, a private yard area for the residents should be provided in the form of a courtyard, balcony, or deck. (Ord. 1462-1296 § 2 (part), 1996)

#### **20.64.080 Downtown commercial.**

A. Building Design and Character. Unless part of a conversion or rehabilitation of an existing structure that maintains the original design and nature of the building, structures in the DT area are subject to the requirements of this subsection.

Buildings in the DT zone shall:

1. Demonstrate design compatibility through the use of one or more of the following techniques (items to consider include such things as scale, building height, colors, and materials):

a. Use of pedestrian-scale display windows, transom windows, and building facades which are compatible with historic buildings in the zone. Multistory buildings are encouraged.

b. Materials compatible with the surrounding character. Primary construction of materials such as brick and wood is preferred. Reflective glass, metal pole buildings, and curtain wall construction are not appropriate for these areas.

2. Provide pedestrian access and protection. Weather protection over entry ways, at a minimum, shall be incorporated into the building design.

Buildings in the DT zone should:

3. Provide continuous protection from the elements. Extended roof overhangs, canopies or awnings can offer protection from the elements. Buildings with zero side and front yard setbacks should provide continuous canopies or awnings above the storefronts.

B. Pedestrian Orientation. Buildings in the DT zone shall:

1. Enhance the pedestrian environment.
  - a. Commercial uses shall include pedestrian amenities such as display windows, outdoor eating areas, and street furniture such as benches, bike racks, and trash receptacles.
  - b. Site features such as fences, walls, and light fixtures should be designed to be consistent with a pedestrian scale. Lighting shall avoid glare to adjacent properties.
2. Be easily accessed. The primary entrance to all buildings shall be clearly visible, and shall face the sidewalk or central pedestrian plaza.
3. Limit blank walls. Where the primary entrance of the building is not oriented toward the street, blank walls, retaining walls, and dull building facades can degrade a streetscape and detract from small-town character, as they deaden the surrounding space. Construction of blank walls shall be limited to avoid the disruption of current building patterns. This shall be accomplished through one or more of the following:
  - a. Transparent or display windows;
  - b. Artwork and/or architectural variation;
  - c. Trellises, screening vegetation;
  - d. Other methods as determined by the city manager or his/her designee.

Buildings in the DT zone should:

3. Create pedestrian-scale interest. In addition to meeting the landscaping standards established in Chapter 20.60 of the Shelton zoning code, window boxes, planter boxes, and hanging baskets should be used to create a friendly pedestrian environment.

C. Site characteristics and arrangement of commercial uses. Buildings in the DT zone shall:

1. Site service areas appropriately. Service areas shall not be located between the building and the street. Where service areas on alleys abut less intense land uses, screening in the form of landscaping should be used to diminish visibility of service areas.
2. Orient buildings toward pedestrian access. Buildings on site shall be oriented toward the sidewalk or common public open space.

Buildings in the DT zone should:

3. Accent the use of corner lots. Corner lots should not be used for parking, and should be used for pedestrian amenities or taller buildings with architectural details which help frame the streetscape.

D. Mixed Uses on Same Site. Where residential uses are included on the upper floor(s) of a commercial building, a private yard area for the residents should be provided in the form of a courtyard, balcony, or deck. (Ord. 1921-0518 (part), 2018; Ord. 1462-1296 § 2 (part), 1996)

**20.64.090 Goose Lake commercial/residential.**

Uses in the CR-G shall:

A. Design multifamily projects to be oriented toward open space, a court yard, or toward streets through the following or similar techniques:

1. Use a grid or modified street grid system with most buildings fronting on street.
2. Locate parking areas behind or under buildings, accessed from alley-type driveways meeting the fire access standards.
3. Provide direct pedestrian access to each building from the street fronting the building and from the back where the parking is located.
4. Orient the buildings into U-shaped courtyards where the front door/main entry into the building(s) is from a front courtyard. Access to the courtyard from the rear parking area should be through a well-lighted breezeway or stair way. The buildings would still be located between the street and the parking area.

B. Minimize the impact of driveways and parking lots on pedestrians and neighboring properties by designing and locating parking lots, carports, and garages in a way that creates few interruptions on the street, sidewalk or building facade, using the following or similar techniques:

1. Locate surface parking at rear or side of lot.
2. Break large parking lots into small ones.
3. Minimize the number and width of driveways and curb cuts.
4. Share driveways with adjacent property owners.
5. Locate parking in areas that are less visible from the street.
6. Locate driveways so they are visually less dominant.

C. Provide adequate screening for support facility needs associated with multifamily and commercial developments. Service areas shall not be located between the building and the street unless there is no possible alternative location. Screening in the form of landscaping should be used to diminish visibility of service areas.

D. Minimize building scale through the following or similar techniques:

1. Provide variation and a mixture of one, two and three story units.
2. Use wall plane articulation/modulation to break a multifamily building into house-size building elements, especially where there is a building height transition.
3. Design the exterior of multifamily buildings to appear as a single building, such as a large single-family detached dwelling.

E. Limit Blank Walls. Where the primary entrance of the building is not oriented toward the street, blank walls, retaining walls, and dull building facades can degrade a streetscape and detract from small-town character, as they deaden the surrounding space. Construction of blank walls shall be limited to avoid the disruption of current building patterns. This shall be accomplished through one or more of the following:

1. Transparent or display windows;
2. Artwork and/or architectural variation;
3. Trellises, screening vegetation;
4. Other methods as determined by the city manager or his/her designee. (Ord. 1921-0518 (part), 2018; Ord. 1462-1296 § 2 (part), 1996)

**20.64.100 General commercial.**

The intent of the general commercial designation is to provide a location for larger, more intense commercial development. However, even with more intense development, maintenance of a safe, pleasant pedestrian atmosphere is important.

**A. Building Design and Character.** Uses in the GC zone shall:

1. Limit blank walls. Where the primary entrance of the building is not oriented toward the street, blank walls, retaining walls, and dull building facades can degrade a streetscape and deaden the surrounding space. Construction of blank walls shall be limited. This shall be accomplished through one or more of the following:
  - a. Transparent or display windows;
  - b. Artwork and/or architectural variation;
  - c. Trellises, screening vegetation;
  - d. Other methods as determined by the city manager or his/her designee.
2. Provide pedestrian access and protection. Weather protection over entry ways, at a minimum, shall be incorporated into the building design.

Uses in the GC zone should:

3. Provide continuous protection from the elements. Such items as extended roof overhangs, canopies or awnings can offer protection from the elements. Where buildings are built with zero side and front yard setbacks, owners should cooperate to provide continuous canopies or awnings above the storefronts.
4. Set off second floors. Where second floors are added, they should include design elements such as recessed areas, balconies, or dormers, should be modulated in order to reduce building mass, or they should be stepped back from the first floor.

**B. Site Characteristics, Relationship of Buildings to Right-Of-Way.**

Uses in the GC zone shall:

1. Be easily accessed. The primary entrance to all buildings shall be clearly visible, and shall face the sidewalk or central pedestrian plaza.
2. Site service areas and outdoor storage appropriately. Service areas and outdoor storage shall not be located between the building and the street unless there is no possible alternative location.
3. Screen outdoor storage areas and service areas. Screening in the form of landscaping in accordance with Section 20.60.150 of this title shall be used to diminish visibility of service areas.
4. Provide for internal pedestrian circulation. All buildings within a development should be connected by hard-surfaced walkways to each other and, where practicable, to adjoining commercial properties.

Uses in the GC zone should:

5. Consider pedestrian access by locating buildings close to the sidewalk.

**C. Parking, Landscaping.** Uses in the GC zone shall:

1. Provide pedestrian access through parking areas. Where parking is located between the building entrance and the right-of-way, direct pedestrian access in the form of a dedicated pathway shall be provided from the right-of-way to the building entrance. This may be accomplished through the following or similar techniques:
  - a. Provision of a raised sidewalk at least six inches above grade;

- b. Crosswalk striping;
- c. Alterations in pavement;
- d. Use of wheel stops along pathway.

Uses in the GC zone should:

- 2. Locate parking away from the right-of-way. Parking lots in GC zones (not including abutting parking in the NR zone) which does not front upon a right-of-way shall be relieved of the interior landscaping requirements set forth in Section 20.60.150B of this title. (Ord. 1921-0518 (part), 2018; Ord. 1462-1296 § 2 (part), 1996)

**20.64.110 Gateway corridor.**

Uses in any portion of any zone designated as a gateway corridor within the comprehensive plan and per definitions of this title shall:

- A. Site buildings, rather than parking areas adjacent to arterial roadways or highways in order to identify these locations as activity centers. Parking must be located beside or behind buildings away from the arterial or highway. Developments should be sited and designed with future build-out of the roadway in mind.
- B. Parking shall be convenient to the buildings, but not dominate the view from the roadway.
- C. Vehicular access and traffic flow shall be carefully considered in the site plan of facilities and designed to the satisfaction of the city engineer and/or adopted city standards.
- D. All loading docks and trash collection facilities shall be located or screened so as to be concealed from view from the arterial roadways.
- E. Site design should consider the potential for shared parking lots as adjacent sites develop.
- F. The site shall provide pedestrian connections from vehicles to buildings, from building to building, and from the site to any required sidewalks at the boundary of the site as appropriate.
- G. Pedestrian connections from buildings to other areas of the property are encouraged.
- H. Outdoor eating areas, rest areas, and other pedestrian amenities are encouraged to be developed within the gateway corridor and may be shared by multiple businesses. (Ord. 1547-0401 § 6 (Exh. 7), 2001)

**20.64.120 Historic overlay zone (reserved).**

**20.64.130 Low-intensity commercial.**

The intent of the low intensity commercial is to allow a variety of low scale commercial uses that are designed and sites so as to protect the adjacent neighborhood from adverse impacts.

- A. Building Design and Character. Unless part of a conversion or rehabilitation of an existing residential structure that maintains the original design and nature of the building, structures in the LI-C area shall comply with the requirements of this subsection.

Buildings in the LI-C area shall:

- 1. Be compatible with the surrounding neighborhood, and use traditional Northwest commercial vernacular. Items to consider include such things as scale, building height, colors, and materials, through the following:
  - a. Modulation of building mass, the addition of dormer windows, covered entrance ways, and/or porches,
  - b. Materials compatible with the surrounding character. Primary construction of materials such as brick and wood is preferred. Reflective glass and curtain wall construction are not appropriate for these areas,

2. Provide pedestrian access and protection. Weather protection over entry ways, at a minimum, shall be incorporated into the building design;

3. Buildings in the LI-C area should provide continuous protection from the elements. Such items as extended roof overhangs, canopies or awnings can offer protection from the elements. Where buildings are built with zero side and front yard setbacks, owners should cooperate to provide continuous canopies or awnings above the storefronts.

B. Pedestrian Orientation. Buildings in the LI-C area shall:

1. Enhance the pedestrian environment:

a. Commercial uses shall include pedestrian amenities such as display windows, outdoor eating areas, and street furniture such as benches, bike racks, and trash receptacles,

b. Site features such as fences, walls, refuse and recycle enclosures, and light fixtures should be designed to be consistent with typical residential development and pedestrian scale. Lighting shall avoid glare to adjacent properties;

2. Be easily accessed. The primary entrance to all buildings shall be clearly visible, and shall face the pedestrian access way or central pedestrian plaza. This requirement shall not be construed in such a way that designs contradict requirements found in Chapter 20.09 that the buildings be oriented so as to minimize impacts to Jefferson or Adams Streets;

3. Buildings in the LI-C area should create pedestrian-scale interest. In addition to meeting the landscaping standards established in Chapter 20.60 of the Shelton zoning code, window boxes, planter boxes, and hanging baskets should be used to create a friendly pedestrian environment.

C. Site Characteristics and Arrangement of Commercial Uses. Buildings in the LI-C area shall:

1. Site service areas appropriately. Service areas shall not be located between the building and the street unless there is no possible alternative location. Screening in the form of landscaping should be used to diminish visibility of service areas;

2. Orient buildings toward pedestrian access. Buildings on site shall be oriented toward interior sidewalks or common public open space;

3. Buildings in the LI-C area should consider visual access and neighboring uses. Where solid walls are used along a pedestrian pathway, they should be low enough and wide enough to provide seating;

4. Accent the use of corner lots. Corner lots should be used for pedestrian amenities or buildings which help frame the streetscape.

D. Mixed Uses on Same Site. Where residential uses are included on the second floor of a commercial building, a private yard area for the residents should be provided in the form of a courtyard, balcony, or deck. (Ord. 1520-1099 Atch. C, 1999)

**20.64.140 Professional office/residential mixed use.**

The intent of the professional office/residential mixed use design review standards is to allow a variety of low scale uses that are designed so as to complement the Mason County campus and professional offices uses to the south while protecting the adjacent neighborhood to the north from adverse impacts.

A. Building Design and Character. Unless part of a conversion or rehabilitation of an historic structure that maintains the original design and nature of the building, structures in the PR-A area shall comply with the requirements of this subsection. Buildings in the PR-A area shall:

1. Be compatible with the surrounding neighborhood, and use traditional Northwest vernacular architectural styles. The Northwest vernacular architectural style is defined by such features as use of natural, indigenous

materials, large exposed timbers, large overhangs, and large expanses of glass. Items to consider include such things as scale, building height, colors, and materials, through the following:

- a. Modulation of building mass, the addition of dormer windows, covered entrance ways, and/or porches.
  - b. Materials compatible with the surrounding character. The predominant exterior building materials for new buildings should be brick, horizontal lap siding, or cedar shakes. Generally, stucco and other troweled materials are not appropriate materials unless framed or trimmed in wood. Aluminum or plastic imitations are not encouraged but allowed as long as the detailing of the siding trim reflects the highest industry standards. Mirrored glass, corrugated siding, exposed concrete block, and plywood or T-111 siding are prohibited.
  - c. Any portion of the premises that abuts a residential use shall be screened in such a manner so as to reduce noise, light, and glare entering the residential property.
  - d. Architectural and site design shall be such that adjacent residences are not presented with blank facades, high-pitched gable end walls, storage areas, or outdoor equipment.
2. Provide pedestrian access and protection. Weather protection over entryways, at a minimum, shall be incorporated into the building design.

B. Pedestrian Orientation. Buildings in the PR-A area shall:

1. Enhance the pedestrian environment.
  - a. Commercial uses shall include pedestrian amenities such as display windows, outdoor eating areas, and street furniture such as benches, bike racks, and trash receptacles.
  - b. Site features such as fences, walls, refuse and recycle enclosures, and light fixtures should be designed to be consistent with typical residential development and pedestrian scale. Lighting shall avoid glare to adjacent properties.
2. Be easily accessed. The primary entrance to all buildings shall be clearly visible, and shall face the pedestrian access way or central pedestrian plaza. This requirement shall not be construed in such a way that designs contradict requirements found in this title.

Buildings in the PR-A area shall:

3. Create pedestrian-scale interest. In addition to meeting the landscaping standards established in Chapter 20.60, window boxes, planter boxes, and hanging baskets should be used to create a friendly pedestrian environment.

C. Site Characteristics and Arrangement of Commercial Uses. Buildings in the PR-A area shall:

1. Site service areas appropriately. Service areas shall not be located between the building and the street unless there is no possible alternative location. Screening in the form of landscaping should be used to diminish visibility of service areas.
2. Orient buildings toward pedestrian access. Buildings on site shall be oriented toward interior sidewalks or common public open space.
3. Mixed Uses on Same Site. Where residential uses are included on the second floor of an office building, a private outdoor area for the residents shall be provided in the form of a courtyard, balcony, or deck. (Ord. 1785-0511 § 3 (part), 2011)



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E2)

Touch Date: 03/18/2022  
Brief Date: 04/19/2022  
Action Date: 05/03/2022

Department: Executive  
Presented By: Jeff Niten

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**YMCA Purchase and Sale**

☐

Ordinance

☐ Dept. Head

#### ATTACHMENTS:

☐ Finance Director

**Purchase and Sale Agreement**

☐

Resolution

☐ Attorney

**YMCA Lease**

**Surplus property Resolutions**

☒

Motion

☒ City Clerk

**Letter of Intent**

☐

Other

☒ City Manager

JN

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

In 2018 the City of Shelton and the South Sound YMCA entered into a lease agreement in order to facilitate the construction and operation of a YMCA facility in Shelton to serve the Shelton and Mason County community. Provisions of the lease agreement, specifically Section 7 titled "Options to Purchase" outline the procedures of property transfer and method of determining payment. City Council determined this property surplus to the needs of the City in July 2018.

Section 7 (A) requires the purchase to be completed within 20 years of lease execution, and this criterion has been met. (B) requires written notice to the city outlining the intent to exercise the purchase option. The YMCA has provided a written notice, attached to this briefing, dated August 2, 2021. The purchase amount reflected in the initial letter has changed significantly, but the intent remains the same. (C) requires the property to be sold as if it was bare land at the time purchase is initiated. Following subdivision of the subject property the value of the land has been determined to be \$123,200.00 based on the Mason County taxable value of the land only following the partition process. The revenue associated with this sale will accrue to the Water Fund following closure of the transaction.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Because the lease terms were negotiated in 2018, and the purchase methodology is outlined in Section 7 of the adopted lease agreement the process of property transfer is clearly outlined.

### BUDGET/FISCAL INFORMATION:

The Water Fund of the city's budget will receive the proceeds of this transaction. \$123,200.00 less fees associated with closing.

### PUBLIC INFORMATION REQUIREMENTS:

Information on this item can be obtained by contacting the City Clerk.

### STAFF RECOMMENDATION/MOTION:

"I move that we forward the Purchase and Sale Agreement with South Sound YMCA to the action agenda of the May 3, 2022 City Council meeting for further consideration."

## **AGREEMENT TO PURCHASE REAL ESTATE**

South Sound YMCA (“Purchaser”) hereby agrees to purchase from the City of Shelton (“Seller”) the real property located at 3101 North Shelton Springs Road in the City of Shelton, Mason County, Washington, upon the terms and conditions contained in this Agreement.

### **1. Legal Description of Property.**

That portion of the Southwest one quarter of the Southwest once quarter of Section 7, Township 20 North, Range 3 West, W.M., lying Northernly of E Wallace Kneeland Blvd. and Southwesterly of N. Shelton Springs Road, Mason County Parcel No. 32007-30-60020.

### **2. Purchase Price and Conditions of Payment**

The purchase price shall be One Hundred Twenty Three Thousand, Two Hundred Dollars (\$123,200.00) to be paid in its entirety in cash at the time of closing the sale.

### **3. Earnest Money Deposit**

No Earnest Money shall be due from Purchaser.

### **4. Real Estate Taxes, Assessments, and Adjustments**

Leasehold Excise Tax, if due, shall be paid by Purchaser through the date of closing. Purchaser shall assume responsibility for paying any property taxes that are assessed after closing. As a transfer of property from a governmental entity, the Parties agree the transaction is exempt from the real estate excise tax (REET). The Seller shall complete a REET affidavit claiming the exemption and submit it to the closing agent.

### **5. Title to the Property**

Escrow shall be opened with Aegis Land Title Group., and the Purchaser shall pay escrow and closing costs. If a standard title insurance policy is desired, the Purchaser shall pay for it. Title to the Premises shall be marketable with no encumbrances inconsistent or interfering with normal YMCA operations. Aegis Land Title Group shall be the title and escrow agent. Title shall be transferred via statutory warranty deed, which the Purchaser shall prepare for the Seller’s signature and presentation to the closing agent.

### **6. Possession of the Property**

Purchaser shall be given possession of the property upon closing, which shall occur on a mutually-agreed date on or before June 30, 2022, after the Shelton City Council ratifies the property transfer. Should the Seller fail to close the transaction without reasonable excuse, Purchaser may seek specific performance but shall not have the right to recovery of monetary

damages including attorney fees.

7. Risk of Loss

The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Purchaser, as Purchaser is the owner of the property improvements. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be voidable at Purchaser's option.

8. Improvements and Fixtures Included

This agreement to purchase the property includes all site improvements, building and facilities.

9. General Conditions

It is expressly agreed that this agreement to purchase real estate includes the entire agreement of Purchaser and Seller. This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both Purchaser and Seller. This agreement shall be interpreted and enforced in accordance with the laws of the State of Washington.

10. Closing

Closing shall occur at the offices of Aegis Land Title Group at a date mutually agreed upon between the parties in accordance with this Agreement.

Executed this \_\_\_\_\_ day of May, 2022, at Shelton, Mason County, Washington.

SOUTH SOUND YMCA

\_\_\_\_\_  
By: Kyle Cronk, President and CEO

CITY OF SHELTON

\_\_\_\_\_  
By: Jeff Niten, City Manager

# **CITY OF SHELTON LAND LEASE**

**THIS LEASE**, herein the "Lease", is made this 10<sup>th</sup> day of JULY, 2018, by and between **CITY OF SHELTON**, a municipal corporation of the State of Washington, located in Mason County, hereinafter referred to as "Lessor", "City" or "City of Shelton" and **SOUTH SOUND YMCA**, a Washington non-profit corporation, hereinafter referred to as "Lessee" or "YMCA".

## **RECITALS**

**WHEREAS**, the City of Shelton has committed to a partnership with the YMCA for the purpose of providing significant anticipated economic development benefits for the City of Shelton, including creating jobs, enhancing property values, increasing the quality of life, and increasing recreational and educational opportunities for City of Shelton citizens, all for the benefit of the general public;

**WHEREAS**, the YMCA is partnering with, among other entities, the Shelton School District for the provision of programs, facilities and services, and approximately 70% of Shelton School District students attend schools in close proximity to the subject YMCA site;

**WHEREAS**, the City of Shelton has few places where people of all ages, cultures and background come together to be active, healthy, educated and inspired by one another, and the parties agree a full service YMCA on the subject site will provide one of those critically important places in Shelton;

**WHEREAS**, a Capital Feasibility Study was performed by the South Sound YMCA, the results were very positive, and based thereon the South Sound YMCA Board is moving forward with its capital campaign;

**WHEREAS**, the YMCA's model of access for everyone, regardless of ability to pay, makes it a place where community engagement produces community benefits, improves community level health outcomes, would be a source of tremendous civic pride, and serve as a galvanizing place for City of Shelton residents to pursue health goals;

**WHEREAS**, children born in Shelton today have a shorter life expectancy than children born in more affluent parts of our region, Shelton's diabetes prevalence is 11.1%, and Shelton adults have significantly below state averages for the recommended amount of physical activity. The YMCA is also partnering with Mason General Hospital for the provision of programs, facilities and services that would expand opportunities for adults and families to join and adopt evidence-informed health programs such as weight loss support, cardiovascular and strength oriented exercise, diabetes prevention programs and post-surgical and surgical rehabilitation;

**WHEREAS**, the South Sound YMCA will be an important employer in the City of Shelton, providing excellent entry-level and career-path job opportunities;

**WHEREAS**, the South Sound YMCA projects ten (10) full-time employees, 100 part-time employees (30 FTE), with a total payroll over one million, four hundred thousand dollars (\$1,400,000), annually;

**WHEREAS**, approximately 29% of City of Shelton residents and 32% of City of Shelton children live in poverty; for Shelton's communities of color poverty rates are even higher (51% for American Indian and 40% for Hispanic); high rates of poverty are socially and civically destabilizing and are a major contributor of poor health outcomes in Shelton; and the YMCA is also partnering with the Mason County Economic Development Committee, Port of Shelton, Shelton-Mason County Chamber of Commerce and general business community for the provision of programs, facilities and services to address poverty and related health needs and issues;

**WHEREAS**, the Mason County Economic Development Council is convinced that a YMCA located on the subject site will be a boon to economic development in Shelton and to the South Mason County community in general;

**WHEREAS**, the Port of Shelton Commission also believes a full-service YMCA on the subject site is critical for attracting and expanding new employers and allowing existing employers to grow;

**WHEREAS**, the City of Shelton will receive future revenues in an amount expected to far exceed market rents alone from Shelton residents who no longer travel out of county for similar services and spend their shopping and dining dollars while away from the City of Shelton;

**WHEREAS**, the Economic Development Council and Port of Shelton surveys of members and tenants indicate overwhelming belief that a full service YMCA will strongly strengthen City of Shelton (and Mason County) economic development leading to significantly increased revenues to the City of Shelton;

**WHEREAS**, the YMCA development on the City site is expected to receive no City grant funds, while providing public benefit services that might otherwise be provided by a municipality such as the City of Shelton, a substantial cost benefit to the citizens of the City of Shelton; and

**NOW, THEREFORE**, in consideration of the foregoing Recitals and mutual covenants contained herein, the parties agree as follows:

#### **W I T N E S S E T H:**

#### **1. PREMISES.**

**A. Premises.** For and in consideration of the mutual covenants herein, the Lessor grants and conveys to the Lessee for the purposes hereinafter set forth, and subject to the conditions, covenants, reservations and limitations contained herein, the use of the parcel of real property comprised of approximately 10.55 acres, more or less, described as follows, generally depicted in Exhibit "A," and referred to herein as the "Premises":

That portion of the Southwest one quarter of the Southwest one quarter of Section 7, Township 20 North, Range 3 West, W.M., lying Northerly of E Wallace Kneeland Blvd. and Southwesterly of N Shelton Springs Road.

SUBJECT TO any and all easements and reservations of record, including a power line easement in favor of the United States of America, (BPA), as described in instruments recorded under Auditor's File Nos. 169708 and 214923, records of Mason County, Washington.

The Premises shall not include any areas reserved by the City through existing easement or other encumbrances.

**B. Site Development Plan.** City may have input into YMCA project design standards, in addition to its code and permitting requirements, but no onsite improvements inconsistent with a typical YMCA will be required. No offsite improvements will be required, except for any improvements required by the Shelton Municipal Code and other controlling law. City and YMCA will cooperate in good faith regarding shared parking, stormwater facilities, biking paths, walking paths and other community recreational opportunities. In the event that site design and engineering analysis conclude that the City's existing stormwater facility on the Premises has the capacity to serve certain YMCA project stormwater needs, and if the City finds that the YMCA's use of the existing stormwater facility on the Premises comports with City needs, the City will cooperate in good faith with the YMCA toward that end.

**C. YMCA Programs.** The YMCA will offer typical YMCA programs such as, for example, swim lessons, swim therapy, competitive swimming, masters swimming, lifeguard training, water safety, adult sports leagues, youth sports leagues, sports coaching and instruction, youth, teen and adult clubs aimed at particular interests, teen leadership, Y Achievers club, youth and government programs, drop-in child care, day camps, overnight camps, extended summer camps, theme camps, field trips, group fitness classes and instruction, Y guides for fathers and children, academic enhancement and remediation support, and so on, which will enhance existing recreation, health and other services provided by the City. The YMCA will remain open at least 10 hours each day, and at least 343 days per year, absent emergency. Lessor may use the YMCA facility for City purposes benefitting City residents, subject to standard YMCA policies, and subject to space availability.

**D. Use of Premises.** The Premises are to be used for the following purpose only, and for no other purpose without the prior written approval of Lessor: construction and operation of a full service YMCA with parking, providing significant economic benefits and employment opportunities, including programs, facilities and services in support of youth and family development, healthy living, social connectivity and recreational needs, including for residents of the City of Shelton; and related purposes.

**E. Rules and Regulations.** Lessee shall comply with all City of Shelton ordinances regarding the development, construction, use and care of the Premises. Lessee will not intentionally permit the Premises to be used for any purpose or in any manner which would substantially violate law including but not limited to Shelton Municipal Ordinances. Lessee shall promptly correct, prevent and abate all nuisances in, on or connected with the Premises at Lessee's sole expense, upon reasonable notice and opportunity to cure.

**F. Acceptance of Premises.** The Lessor and Lessee each represent to the other that neither is aware of any condition or occurrence with respect to the Premises or the construction of a YMCA facility which would constitute any violation of federal, state or local law. Lessee has examined the Premises and all other matters determined necessary by Lessee, and Lessee accepts the Premises in its present condition, with all defects, except Lessee has no responsibility for cleanup of hazardous wastes or substances which existed on the Premise prior to commencement of the Lease. Lessee agrees that Lessee has had ample opportunity to inspect, review and investigate, at Lessee's sole expense, all aspects and elements of the Premises including but not limited to: (a) hazardous waste inspection (all elements), including any and all on-site studies and inspections Lessee deems necessary in order to complete full due diligence prior to entering into this Lease Agreement; (b) responses to public records requests to City of Shelton and Mason County, with the understanding that such content is limited to those records actually retained and located through good faith search efforts by the City without any assurance or representation that such records constitute all records existing regarding the Premises; (c) engineering, geotechnical and soil studies; (d) utility, zoning and other development studies; (e) economic feasibility of operating facilities on the Lessee Premises for a YMCA; (f) land survey and exploration; (g) title review, (h) evaluation with any or all state, county, City, water, sewer or other special districts in which the Premises are located; and (i) such other due diligence as may be deemed reasonably necessary by Lessee in determining whether the Premises is suitable for Lessee's intended use. Lessee bears all inspection and due diligence costs. The parties agree that there are no warranties, express or implied as to conditions apparent or unknown on the Premises, except as otherwise stated in this Lease.

**G. Timber and Vegetation.** Lessee has reached agreement with a local donor timber company which has agreed to provide site preparation services, including removing existing necessary timber and vegetation. During the term of this Lease, and with the exception of any areas of the Premises explicitly reserved to the Lessor through existing easements, Lessor shall

not remove timber or vegetation from the site. Any timber/vegetation removal shall be performed by Lessee, and Lessee shall be responsible for any and all regulatory/permitting or other requirements associated with timber removal and grading. Immediately following Lessee's timber/vegetation removal and any grading, Lessee will ensure that erosion control and site preservation codes and ordinances and any other applicable regulations are complied with, and maintain the Premise in an aesthetically appropriate manner considering the ongoing development and construction of the YMCA. Any proceeds from the sale of timber from the site may be kept by Lessee.

**H. Warranty of Title.** Lessor represents that it is a Washington city organized and existing under the laws of the State of Washington, has the right to enter into this Lease and has sufficient title so Lessee's possession of the Premises shall be and remain undisturbed.

## **2. TERM.**

**A. Term.** This Lease shall be for a term of 60 years. It shall commence JULY 10, 2018.

**B. Option to Extend.** Subject to the provisions of this Lease, the Lessor hereby grants to the Lessee, an option to renew this Lease for an additional forty (40) years. The Lease Rental Rate for renewal shall not exceed two (2) times the initial term Base Rental. Lessee shall notify the Lessor at any time of its intention to renew in writing at least ninety (90) days prior to the expiration of the then ending term.

**C. Construction, Timing, Benchmarks.** Lessee agrees to develop the Premises and construct a full service YMCA on the Premises pursuant to the following schedule:

- (1) Groundbreaking by July 2020.
- (2) Substantial completion by July 2022. "Substantial completion" occurs when the Project is fully functional with only punch list or minor work remaining.
- (3) Construction shall include a traditional YMCA facility no less than 29,500 square feet, that may include swimming pools, gym, exercise facilities, public and City facility use space, site improvements and parking improvements.
- (4) Lessee shall construct the number of parking spaces required by the Shelton Municipal Code and project approval stipulations. In addition, Lessee will provide an unimproved area sufficient for at least twenty (20) more parking spaces than required by the Shelton Municipal Code. The parties will cooperate in good faith to address the parking needs of nearby facilities, including Oakland Bay Junior High School, the Huff and Puff, and Disc Golf.
- (5) YMCA commits to a scheduled opening date of July 2023.
- (6) Estimated costs of completing the full service YMCA facility is \$14MM to \$16MM. The City of Shelton is leasing the subject premises for nominal rent and no additional funding is expected to be contributed by the City of Shelton.
- (7) Lessee shall secure commitments for at least 10% of the YMCA project cost projection by December 2018, or Lessor may terminate this Land Lease or require such other security as is reasonable under the circumstances.
- (8) If the YMCA has not substantially completed its full service facility by July 2022, Lessor shall have the right to terminate this Land Lease upon eighteen (18) months written notice. Should Lessor terminate this Land Lease based on this provision, Lessee shall have no claim or action of any type for damages or loss.

## **3. RENTAL.**

**A. Base Rental.** Lessee covenants and agrees to pay Lessor annual rental, in advance, for the Premises as follows: One Dollar (\$1) per year, together with providing economic, employment, educational, health, recreation and other public benefits to the City of Shelton and

its residents. It has been determined by the City Council that the nominal rent set forth in this Lease is reasonable considering the public benefits to be derived by the City as Lessor, and City residents, from YMCA's development of improvements and provision of programs, facilities and services through the operation of YMCA programs on the Premises. The annual rent shall be paid in advance no later than the first day of each calendar year of the Lease Term. All rents and other payments to be made hereunder shall be payable to the City of Shelton or such other place as the City may designate.

**B. Interest – Late Charge.** Interest shall accrue on all delinquent Lessee rents and other accounts at the rate of twelve percent (12%) per annum. Lessee shall pay a late charge of five percent (5%) of the annual rental payment for every month rent is delinquent.

#### **4. LESSEE OBLIGATIONS.**

**A. Compliance with Laws.** At all times Lessee and its operations on the Premises shall be in substantial compliance with all governing and City of Shelton laws, regulations, rules, codes, and ordinances. Any costs or fees relating to the Premises, Lessee's occupancy or operations in, on or about the Premises and Lessee's compliance with this Lease shall be the sole obligation of the Lessee.

**B. Maintenance.** Lessee shall, at its sole cost and expense, construct and maintain the Premises and make repairs, restorations, and replacements to the Premises, and all improvements thereon, as and when needed to preserve them in good working order and condition. All such repairs, restorations and replacements will be of quality and workmanship similar to the original work or installations. Lessee shall not allow the accumulation or disposal of debris, litter, rubbish, or solid waste on or adjoining the Premises. All waste materials shall be kept in closed container bins and disposed of in compliance with law and as necessary to maintain the Premises in a safe and visually attractive manner. Lessee shall maintain adequate on-site storm water drainage, prevention, retention and treatment for the Premises, which complies with law and Lessor's overall storm water plan. If Lessee fails to commence the process to make any repairs, restorations or replacements, Lessor may make them after giving sixty days prior written notice, at the expense of Lessee and a reasonable opportunity to cure consistent with the circumstances; and such expense will be collectable as additional rent and will be paid by Lessee within sixty days the date of receipt of invoice for the same.

**C. Improvements.** Lessee intends to construct a full service YMCA facility upon the Premises. Prior to any new construction, alteration, improvement or changes to the Premises, Lessee shall submit to Lessor plans and specifications, together with time schedules, site use plans, architectural or engineering drawings thereof, and such other information, all as is reasonably required by Lessor. Lessee shall not commence any construction until it has received Lessor's written approval, and all necessary permits therefor, which shall not be unreasonably withheld. Any construction, alterations, or improvements made by Lessee upon the Premises shall be subject to all applicable building codes, planning, fire, health and other applicable codes, laws, ordinances and regulations. All fixtures, buildings and improvements placed upon the Premises during the term of this Lease, other than Lessee's removable trade fixtures, shall become the sole property of Lessor at the expiration or termination of this Lease, except in the event that Lessee has properly exercised Lessee's purchase option.

**D.** Lessee may terminate this lease upon five years written notice to the lessor. Upon such notice, or upon notice of termination from the Lessor, prior to termination the Lessee shall remove all Lessee's inventory, equipment and other personal property from the Premises, and repair any damage caused by such removal. In the event Lessee fails to remove Lessee's trade

fixtures, inventory, or equipment, then Lessor may do so and may charge the cost of removal, transportation, storage, personnel and other associated costs to Lessee with interest at the rate of twelve percent (12%) per annum. If Lessee fails to pay such charges within sixty (60) days after notice of charges, then Lessor may elect to sell such property according to Lessor's policies and state law, apply the proceeds first to Lessee's account and costs of sale, and pay the balance, if any, to Lessee. The obligations hereunder shall survive the expiration or termination of this Lease.

**E. Burning, Access.** Lessee will not operate or maintain any fire or unlawful burner of any kind upon the Leased Premises for any purpose, other than recreational camp fires, without the consent of Lessor, which shall not be unreasonably withheld. Lessee shall take reasonable precautions to insure fire, paramedic, safety and City of Shelton personnel have clear access to the Premises and Lessor's adjoining properties. Lessee shall not utilize fire hydrant water for other than fire protection without the prior written consent of Lessor and compliance with all applicable requirements. Lessee shall also pay for any and all costs of utility-related improvements upon the Premises.

**F. Utilities.** Lessee shall be liable for and shall pay throughout the term of this Lease all charges for sewer, water, gas, electricity, telephone, and fiber, including all connection charges, and all other charges for utilities which may be furnished to, charged against or consumed on the Premises at Lessee's order or consent. Water and sewer utilities supplied to the Premises shall be metered during the **term hereof**, and rate and hookup charges according to the published City of Shelton water rate schedule or sewer rate schedule shall be due monthly.

**G. Liens.** Lessee agrees to pay, when due, all money that may become due for labor, services, materials, supplies, utilities, furnishings, machinery or equipment which have been furnished or ordered with Lessee's consent to or for the Lessee or the Premises. Lessee shall cause to promptly discharge any lien affecting the Premises or improvements thereon, or make a good faith challenge to such lien, and Lessee shall indemnify, defend and hold Lessor harmless from all loss, cost or expense based on any claim or lien against the Premises or against the right, title and interest of the Lessor in the Premises or under the terms of this Lease.

**H. Taxes.** Lessee shall pay, **satisfy and discharge** as the same become due and payable and prior to delinquency all personal property taxes, and leasehold taxes or other taxes charged, levied or imposed upon or against the Premises and/or any improvements now existing or hereafter made or constructed upon the Premises during the term of this Lease. Upon request, Lessee shall provide Lessor documentation showing payment of such taxes, and upon termination of tenancy, all taxes then levied or then a lien shall be paid by Lessee.

**I. Hazardous Substances.**

**(1) Presence, Use and Disposal of Hazardous Substances and Wastes.**

Lessee shall not, without Lessor's prior and written consent, keep on or around the Premises, common areas or buildings, for use, disposal, treatment, generation, storage, handling, transporting, or sale, any product or waste substances designated as, or containing components designated as hazardous, or dangerous, (collectively referred to as "hazardous substances"), and which are subject to hazardous substance regulation by any federal, state or local law, regulation, statute or ordinance, provided, that items normally used in swimming pools and gyms are acceptable and not prohibited. With respect to any hazardous substance, Lessee shall: (a) Within five (5) days of receipt, provide Lessor with copies of any and all notices, orders or penalties received by Lessee from the U.S. Environmental Protection Agency or the Washington State Department of Ecology; (b) Within thirty (30) days of Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of

solid waste, hazardous substances and hazardous wastes; (c) Allow Lessor or Lessor's agents or representatives to come onto the Premises to check Lessee's compliance with applicable governmental regulations regarding hazardous substances; and (d) Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of hazardous substances.

(2) Cleanup Costs, Default, Indemnification and Insurance. Lessee shall be liable to Lessor for any and all clean-up costs including but not limited to removal or remedial actions as those terms are defined by statute or regulation, and any and all other costs, charges, fees or penalties (civil and criminal) imposed by any governmental authority with respect to or arising out of Lessee's disposal, generation and/or sale of hazardous substances, in or about the Premises. Lessee shall indemnify, defend and save Lessor harmless from the costs, fees, penalties and charges assessed against or Lessor as a result of Lessee's, disposal, generation and/or sale of hazardous substances. Upon Lessee's default under the hazardous substance provisions of this Lease, Lessor shall be entitled to the following rights and remedies: to require environmental and incident insurance with minimum limits of one million dollars (\$1,000,000) aggregate.

(3) Lessor's knowledge of Hazardous Substances and Wastes. Lessor is not aware of the presence, use or disposal of hazardous substances or wastes in, on or about the Premises at any time, and Lessee has verified this to Lessee's satisfaction through due diligence investigations performed by Lessee at Lessee's expense and for Lessee's benefit. While Lessor will be responsible, to the extent provided by law, for requirements imposed by law for cleanup of any later discovered hazardous substance or hazardous waste conditions not caused by Lessee, Lessee shall bear all risk related to the impact of any later discovered hazardous substance or hazardous waste conditions with respect to delays or other impact to Lessee's project, site improvements, construction timelines and Lessee's business expectations. Lessor shall not be liable in any event to Lessee for the same, and Lessee agrees that no claim or action for damages will be pursued for any loss by or damage to Lessee in this event. Lessee has investigated to Lessee's satisfaction and for Lessee's benefit, and determined there are no apparent hazardous substances or wastes on the Premises. Lessee shall remain solely responsible for all risks related to the impact of hazardous substances or wastes resulting from Lessee's use, storage, treatment, transportation, generation and/or disposal of hazardous substances and wastes.

(4) In the event either party reasonably determines it is not feasible to proceed with the Project on the Premises because of the discovery of any Hazardous Substances on the Premises, then the Lessor will promptly proceed to evaluate whether any other Lessor's property is available for surplus to meet the needs of the Project, and if so, Lessor shall proceed in good faith with surplus procedure for the purpose of making such property available to Lessee on terms equivalent to those defined in this Lease Agreement.

**J. Indemnification/Hold Harmless.** Lessee shall defend, indemnify, and hold harmless the City of Shelton, 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 to the extent that the Lessor's negligence contributed to the injury. Lessee's indemnity, hold harmless and defense obligations extend only to injury or damage occasioned by Lessee's operation and use of the Leased Premises. 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 purpose of this indemnification.

This waiver has been mutually negotiated and agreed to by the Lessee and City of Shelton. The provisions of this section shall survive the expiration or termination of this Lease.

**K. 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.

**L. Minimum Scope of Insurance.** The Lessee shall obtain insurance at commercially reasonable levels in accordance with industry standards, 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 liability. The City of Shelton shall be named as additional insured on Lessee's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing at least as broad coverage.

(2) Property insurance shall be written on an all risk basis.

(3) Sexual Abuse/Molestation insurance

**M. 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 general liability, \$5,000,000 umbrella.

(2) Property insurance shall be written covering the full value of Lessee's property and improvements with no coinsurance provisions.

(3) Sexual Abuse/Molestation insurance in the amount of not less than \$5,000,000

**N. 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 of Shelton. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Shelton shall be in excess of the Lessee's insurance and shall not contribute with it.

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

**P. Verification of Coverage.** The Lessee shall furnish the City of Shelton 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.

**Q. Waiver of Subrogation.** Lessee and City of Shelton 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 connections with the Premises or said building. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

**R. Notice of Cancellation.** The Lessee shall provide the City of Shelton with written notice of any policy cancellation within thirty business days of their receipt of such notice.

**S. 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 of Shelton may, after giving thirty business days written 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 of Shelton on demand.

**T. Damage or Destruction.** Lessee shall, at its sole cost and expense, repair, restore and replace any buildings or improvements located on the Premises which are damaged or destroyed. In the alternative, Lessee may elect to return the entire site to a condition equivalent to that at the date of execution of this lease, and terminate this Lease Agreement. If such buildings or improvements are restored, it shall be done to the same or substantially similar condition as existed immediately prior to such damage or destruction within one year after such damage or destruction, provided that so long as Lessee has commenced and is diligently proceeding with such restoration, such period shall be extended to a reasonable time.

**5. EVENTS OF DEFAULT.** The following events shall be deemed to be events of default by Lessee under this Lease:

- A.** Lessee fails to commence or complete construction as defined in Section 2 above.
- B.** Lessee fails to pay any installment of the rent herein reserved when due, or any other payment or reimbursement to Lessor required herein when due, and such failure continues for a period of thirty (30) days from the date Lessor provided written notice to Lessee such payment was due, or other notices provided herein.
- C.** Lessee becomes insolvent, makes a transfer in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States; or Lessee is adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder.
- D.** Lessee abandons, deserts or vacates the Premises.
- E.** Lessee fails to comply with any material term, provision or covenant of this Lease and does not cure such failure within sixty (60) days after written notice thereof to Lessee, or otherwise as provided for herein.

**6. REMEDIES.** Upon the occurrence of any events of material default, Lessor shall have the option to pursue any one or more of the following remedies.

- A.** Lessor may accelerate all rent payments due hereunder which shall then become immediately due and payable.
- B.** Terminate this Lease, subject to five (5) years prior written notice. In the event of termination of this Lease agreement, Lessor, may at the time of termination require Lessee to remove all structural and site improvements to return the Premises to a condition equivalent to that on the initiation of this Lease, OR may allow structural and site improvements to remain on the Premises, with such improvements to become Lessor's property free and clear from any encumbrances or claims.
- C.** Enter upon the Premises, without being liable for prosecution or any claim for damages therefor, and do whatever Lessee is obligated to do under the terms of this Lease.
- D.** Whether or not Lessor retakes possession, Lessor shall have the right to recover unpaid rent and all damages directly caused by Lessee's default, including reasonable attorney fees. Damages shall include, without limitation: all Land Lease rentals lost, all reasonable legal expenses and other direct costs incurred by Lessor following Lessee's default plus interest thereon from the date of expenditure until fully repaid at the rate of nine percent (9%) per annum.
- E.** In the event Lessee fails to pay any installment of rent, additional rent or other charges hereunder as and when such installments is due, to help defray the additional cost to Lessor for processing such late payments. Lessee shall pay to Lessor on demand a late charge in an amount equal to five percent (5%) of such installment; and the failure to pay such amount within thirty (30) days after written demand therefor shall be an event of default hereunder. The

provision for such late charge shall be in addition to all of Lessor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

**F.** Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, such remedies being cumulative and non-exclusive, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Lessor hereunder or of any damages accruing to Lessor by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by Lessor or its agents during the Lease Term hereby granted shall be deemed a termination of this Lease or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease or accept a surrender of the Premises shall be valid unless in writing signed by the Lessor. No waiver by Lessor of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. Lessor's acceptance of the payment of rental or other payments hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless Lessor so notifies Lessee in writing. Forbearance by Lessor to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of Lessor's right to enforce any such remedies with respect to such default or any subsequent default. If, on account of any substantial and material breach or default by either party under the terms and conditions of this Lease, it shall become necessary or appropriate for the non-breaching party to employ or consult with an attorney that includes litigation, concerning or to enforce or defend any of either party's rights or remedies hereunder, the breaching party agrees to pay any reasonable attorneys' fees so incurred.

**G.** This is a land lease and Lessee is constructing a building and improvements upon the Premises. The parties expect that this Lease will continue for sixty (60) years and be renewed for an additional forty (40) years, or in the alternative, expect that Lessee will exercise its option to purchase as provided in this Lease Agreement. Lessee is committing significant funds to improve Lessor's Premises with the intent that the facility be a permanent improvement to the City of Shelton community. In the event of termination of this Lease agreement, Lessor, may at the time of termination require Lessee to remove all structural and site improvements to return the Premises to a condition equivalent to that on the initiation of this Lease, OR may allow structural and site improvements to remain on the Premises, with such improvements to become Lessor's property free and clear from any encumbrances or claims. If the parties are unable to reach prompt agreement about other termination terms, conditions and processes then they shall promptly mediate in good faith, and such mediation is a condition precedent to the filing of any lawsuit in connection with this Lease.

**7. OPTION TO PURCHASE.** Any time prior to the twentieth (20<sup>th</sup>) anniversary of Substantial Completion of the YMCA facility, Lessee shall have the option to purchase the Premises upon the following terms and conditions.

**A. Time for Exercise.** Lessee shall exercise its Option to Purchase if at all, prior to the twentieth (20<sup>th</sup>) anniversary of Substantial Completion of the YMCA facility.

**B. Mode of Exercise.** Lessee shall provide written notice of its exercise of this Option to Purchase to Lessor pursuant to the Notice provision of this Lease, and closing shall occur no more than one (1) year following the written notice, or shall fail, unless closing is delayed by the fault of one party, in which case closing shall occur within a reasonable time after one year following written notice.

**C. Purchase Price.** The Purchase Price shall be for the then assessed value of the Premises, less all site improvements, buildings and facilities, as if the property was bare land, with no improvements or authorizations whatsoever, the "Purchase Price," provided that in no event shall the Purchase Price be less than actual assessed value at the time of execution of this agreement.

**D. Closing.** Once the Lessee has given notice of its exercise of this Option to Purchase, the parties shall proceed to closing as expeditiously as reasonable, and in no event more than one (1) year following the written notice. Escrow shall be opened with a local escrow company, and each party shall be responsible for one-half (50%) of the escrow cost. The City of Shelton shall pay for an owner's policy of title insurance and real estate excise tax, and all other costs shall be divided equally between the parties. Title to the Premises shall be marketable with no encumbrances inconsistent or interfering with normal YMCA operations.

**E. Indefiniteness.** The parties agree this Option to Purchase shall not fail for indefiniteness, and they stipulate that the manager of the escrow company selected for closing shall make necessary determinations in accordance with the provisions of this Option to Purchase and standard commercial real estate practice then existing at the time, which determination shall be binding upon all parties.

**F. Termination of Option to Purchase.** This Option to Purchase shall terminate if not exercised prior to the twentieth (20<sup>th</sup>) anniversary of Substantial Completion of the YMCA facility.

**8. PREVAILING WAGE.** Lessee agrees to comply with prevailing wage laws at the time of construction of the YMCA facilities.

## **9. GENERAL PROVISIONS.**

**A. Entry and Inspection.** The Lessor reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease, upon reasonable advance notice. The right of inspection reserved to the Lessor hereunder shall impose no obligation on the Lessor to make inspections and no liability for failure to make such inspection. This right of inspection may be extended to third parties designated by Lessor so long as they are acting for and on behalf of Lessor.

**B. Time is of the Essence.** TIME IS OF THE ESSENCE in the performance of all covenants and obligations of the Lessee under the terms of this Lease, subject to thirty (30) days advance written notice or otherwise as provided herein.

**C. Holding Over.** In the event Lessee shall hold over and remain in possession of the Premises after the expiration of this Lease, without any written renewal thereof, such holding over shall not be deemed to operate as a renewal or extension of this Lease but shall only create a month-to-month tenancy subject to all provisions of this Lease which may be terminated at any time by the Lessor, except the rents shall be multiplied by one hundred fifty percent (150%).

**D. Assignment or Sublease.** Lessee shall not assign or transfer all or substantially all of the facilities subject to this lease without the written consent of the Lessor, which shall not be unreasonably withheld. Lessee may sublease or charge user fees for a portion of its facilities so long as the same is in furtherance of the mission of Lessee and does not unreasonably impair the public benefit of Lessee's project. Subject to the Lessor's written consent, Lessee may assign or transfer all or substantially all the facilities subject to this lease to a not-for-profit entity under the terms of this Agreement. Subject to the Lessor's written consent, Lessee may assign or transfer all or substantially all the facilities subject to this lease to a for-profit entity, however the Lessor shall renegotiate the terms of this Agreement with the for-profit Assignee.

**E. Condemnation.**

(1) The term "condemnation" shall include the exercise of condemnation authority by the State of Washington and any similar governmental power whether by public authority or a private corporation, or any purchase or other acquisition in lieu of condemnation. Settlement of any legal proceedings and purchase price in lieu of condemnation shall require the consent of Lessor and Lessee. The expression "date of taking" means the date possession is surrendered to the condemning authority.

(2) If the whole of the Premises should be taken under the power of condemnation, the Lease term shall cease as of the date of taking. If such portion of the Premises to be taken is such that the ground area is reduced by more than twenty percent (20%) and the balance is thereby in the bona fide judgment of Lessee rendered unsuitable for Lessee's purposes, at its option, upon thirty (30) days notice to Lessor, Lessee may terminate this Lease. If this Lease is so terminated, all damages awarded for the whole or partial taking of Premises shall be paid solely to Lessee. The portion of Premises not taken, if any, shall thereupon revert to the Lessor.

(3) If less than all of Premises are taken under the power of condemnation and this Lease is not terminated by reason of such partial taking, all damages awarded for the partial taking shall be distributed between Lessor and Lessee as the court awarding such damages may determine.

(4) Effective as of the date of condemnation, the rental hereunder shall be reduced in the proportion that the amount of the condemnation award retained by the Lessor bears to the fair market value of the Premises immediately before the taking.

(5) In no event shall Lessor initiate or approve any condemnation of any part of the Premises.

**F. Consent of Lessor.** Lessee agrees that whenever consent, approval or direction by the Lessor is required under the terms contained herein, all such consent, approval or direction shall be received in writing from Lessor's City Council.

**G. Notices.** All notices required under this Lease shall be deemed to be properly served if sent by regular mail to the last address previously furnished by the parties herein. Until hereunder changed by the parties by notice in writing, notices shall be sent to the Lessor as follows: Attention: City Manager, City of Shelton, 525 W Cota St, Shelton, Washington, 98584, and if to Lessee, as follows: Mr. Kyle Cronk, CEO/President, South Sound YMCA, 2102 Carriage St SW, Suite K, Olympia, WA 98502-1049. Date of service of such notice is date such notice is deposited in a post office of the United States Postal Department, postage paid.

**H. Invalidity of Particular Provisions.** If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

**I. Redelivery.** Lessee will make no intentional unlawful or offensive use of the Premises and will, at the expiration of the term hereof or upon sooner termination thereof, without notice, quit and deliver up said Premises, peaceably, quietly and in good order and condition, subject to the other provisions of this Lessee.

**J. Headings and Recitals.** The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease. Recitals are provided for background purposes only and are not terms or conditions of this Land Lease.

**K. Nondiscrimination.** During the performance of this Lease, the Lessee, for itself, its heirs, personal representatives, successors in interest, employees and assigns, as part of the consideration for this Lease, does hereby covenant and agree as a covenant running with the land, that: (a) No person, on the grounds of race, color, religion, sex or national origin or any other legally protected class shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises; (b) In the construction of any improvements, on, over, or under the Premises and the furnishing of services therein or thereon, no person, on the grounds of race, color, religion, sex or national origin or any other legally protected class shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises; (c) The Lessee shall use the Premises in compliance with all other requirements imposed by local, state, federal or other applicable law with respect to nondiscrimination and legally protected classes, as now existing or as may be amended; (d) In the event of breach of any of the above nondiscrimination covenants, the Lessor shall have the right to terminate this Lease and to re-enter and repossess the Premises and hold the same as if this Lease had never been made or issued, subject to all provisions regarding expiration/termination. Provided, however, that the Lessee allegedly in breach shall have the right to contest said alleged breach, and any sanctions under or termination of this Lease, shall be withheld pending completion of such procedures.

**L. Prior and Collateral Agreements.** This Lease shall constitute the entire agreement between the parties and no other stipulations, agreement or understanding, written or oral, expressed or implied of the parties hereto or of their agents, relating to the subject matter of this Lease, shall limit or modify its terms. This Lease shall, as of the commencement date hereof, cancel and supersede all prior agreements, written or oral, expressed or implied, between the parties from the use and occupancy of the said Premises. This Lease shall not be subject to any material modification or change except by written instrument duly signed by all parties.

**M. Recordation.** This Lease may not be recorded, but a Memorandum of Lease setting forth the term, Premises, and description of the parties will be recorded at the request of either party.

**N. Heirs, Successors, Personal Representatives and Assigns.** This Lease is binding on the heirs, successors, personal representatives and assigns of the parties hereto. This provision does not relieve the Lessee of complying with the assignment requirements of this Lease.

**O. Survival of Obligations.** All obligations of Lessee hereunder not fully performed as of the expiration or earlier termination of this Lease shall survive the expiration or earlier termination hereof, including without limitation all payment obligations with respect to leasehold taxes, insurance and all obligations concerning the condition of the Premises.

**P. Lease Exhibits.** The following Lease Exhibit is attached hereto, marked as an Exhibit, and its terms are incorporated as if fully set forth herein. In the event of any inconsistency between the provisions of the attached Exhibit and this Lease, the provisions of this Lease shall prevail.

EXhibit A: Memorandum of Understanding.

Exhibit B: General Vicinity Map of the Premises

LESSOR AND LESSEE REPRESENT AND WARRANT THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS LEASE AND ITS FINAL AND BINDING EFFECT; HAVE BEEN AFFORDED SUFFICIENT TIME AND OPPORTUNITY TO REVIEW THIS LEASE WITH ADVISORS OR ATTORNEYS OF THEIR CHOICE; HAVE HAD AN OPPORTUNITY TO NEGOTIATE WITH REGARD TO THE TERMS OF THIS LEASE; ARE FULLY COMPETENT TO

MANAGE THEIR OWN BUSINESS AFFAIRS AND TO ENTER INTO OR SIGN THIS LEASE; HAVE SIGNED THIS LEASE KNOWINGLY, FREELY AND VOLUNTARILY; AND THAT THE ONLY PROMISES MADE TO INDUCE LESSOR OR LESSEE TO SIGN THIS LEASE ARE THOSE STATED HEREIN.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

**LESSOR:**

CITY OF SHELTON, a Washington Municipal Corporation

BY: (x)  \_\_\_\_\_

Robert G (Bob) Rogers  
\_\_\_\_\_  
(Printed Name)

ITS: Mayor, Council Member #7  
\_\_\_\_\_  
(Title - Mayor, City Council Member)

**LESSEE:**

SOUTH SOUND YMCA, a Washington non-profit corporation

BY: (x)  \_\_\_\_\_

KYLE CRONK  
\_\_\_\_\_  
(Printed Name)

ITS: CEO/PRESIDENT  
\_\_\_\_\_  
(Title - Officer, Manager, Member)

*[Notary Page Follows]*

STATE OF WASHINGTON §  
§ ss.  
COUNTY OF Mason §

On this 12<sup>th</sup> day of July, 2018 before me, the undersigned, notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert G. Rogers, to me known to be the authorized representative for the City of Shelton, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year first above written.



(x) Vicki Look  
PRINT NAME: Vicki Look  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing at Mason County  
Notary Commission expires: 12/11/2020

STATE OF WASHINGTON §  
§ ss.  
COUNTY OF Mason §

On this 17<sup>th</sup> day of July, 2018 before me, the undersigned, notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Kyle Cronk, to me known to be the authorized representative for SOUTH SOUND YMCA, a Washington non-profit corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were duly authorized to execute the same.

WITNESS my hand and official seal hereto the day and year first above written.



(x) Vicki Look  
PRINT NAME: Vicki Look  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, residing at Mason County  
Notary Commission expires: 12/11/2020

**RESOLUTION NO. 1131-0518**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON, DECLARING CERTAIN  
REAL ESTATE UNDER CITY OWNERSHIP SURPLUS TO THE NEEDS OF THE CITY**

**WHEREAS**, the City owns the property located near the E. Wallace Kneeland Blvd and N. Shelton Springs Rd intersection, identified on Exhibit A as Lot #1, and the property located near N. 13<sup>th</sup> St. and Shelton Springs Rd intersection, identified on Exhibit A as Lot #2; and

**WHEREAS**, the subject properties are part of one larger parcel, parcel number 320073060000; and

**WHEREAS**, the City intends to have a subdivision completed in order to sell the properties; and

**WHEREAS**, an appraisal of the property was completed with the understanding that the subdivision would be completed in the near future.

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

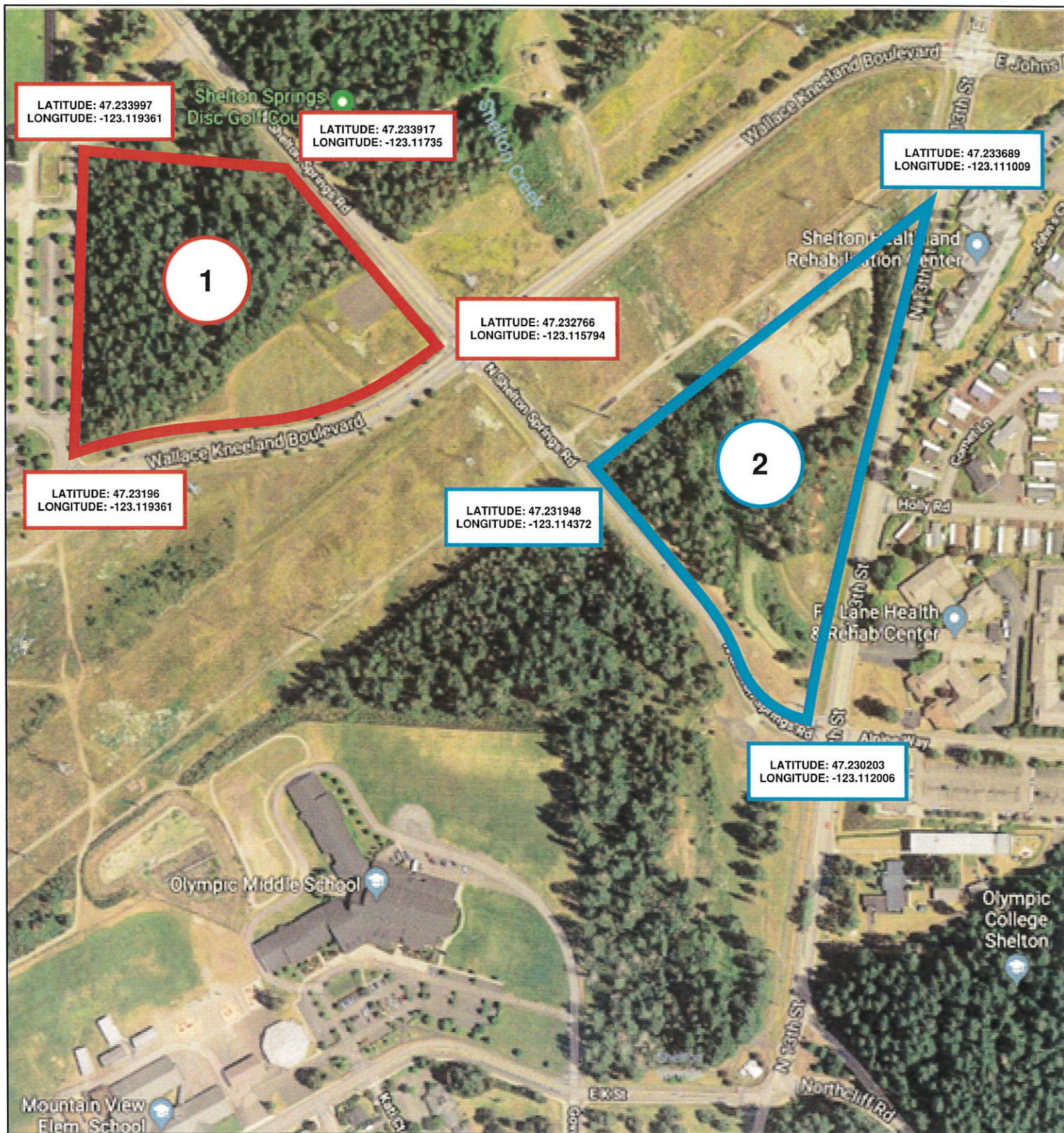
1. Part of the City-owned property, parcel #320073060000, which will later be subdivided and have new parcel numbers, is declared surplus to the needs of the City. The property shall be sold in conformance with City Policy 300-21.
2. The public hearing for consideration of the resolution shall be held at the Civic Center City Council Chambers at 525 West Cota Street, Shelton, WA 98584 on Tuesday, the 19<sup>th</sup> day of June, 2018 at approximately 7:00 p.m.

**INTRODUCED AND PASSED** by the City Council of the City of Shelton on this 29<sup>th</sup> day of May, 2018.

ATTEST:

Donna Wagner  
City Clerk Pro Tem

Mark Rogers  
Mayor Rogers



# CITY OF SHELTON

RESOLUTION NO. 1131-0518  
EXHIBIT A

**RESOLUTION NO. 1132-0618**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON, DECLARING CERTAIN  
REAL ESTATE UNDER CITY OWNERSHIP SURPLUS TO THE NEEDS OF THE CITY**

**WHEREAS**, the City owns the property located near the E. Wallace Kneeland Blvd and N. Shelton Springs Rd intersection, identified on Exhibit A as Lot #1, and the property located near N. 13<sup>th</sup> St. and Shelton Springs Rd intersection, identified on Exhibit A as Lot #2; and

**WHEREAS**, the subject properties are part of one larger parcel, parcel number 320073060000; and

**WHEREAS**, the City intends to have a subdivision completed in order to sell, lease, dispose of, or otherwise encumber, the properties; and

**WHEREAS**, an appraisal of the property was completed with the understanding that the subdivision would be completed in the near future.

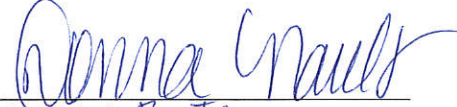
**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, Washington, as follows:

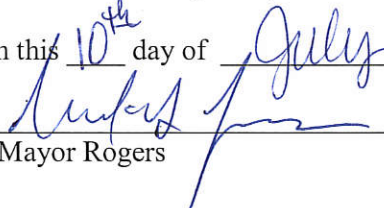
1. Part of the City-owned property, parcel #320073060000, which will later be subdivided and have new parcel numbers, is declared surplus to the needs of the City. The property shall be sold, leased, disposed of, or otherwise encumbered, in conformance with City Policy 300-21.
2. The public hearing for consideration of the resolution was held at the Civic Center City Council Chambers at 525 West Cota Street, Shelton, WA 98584 on Tuesday, the 19<sup>th</sup> day of June, 2018.

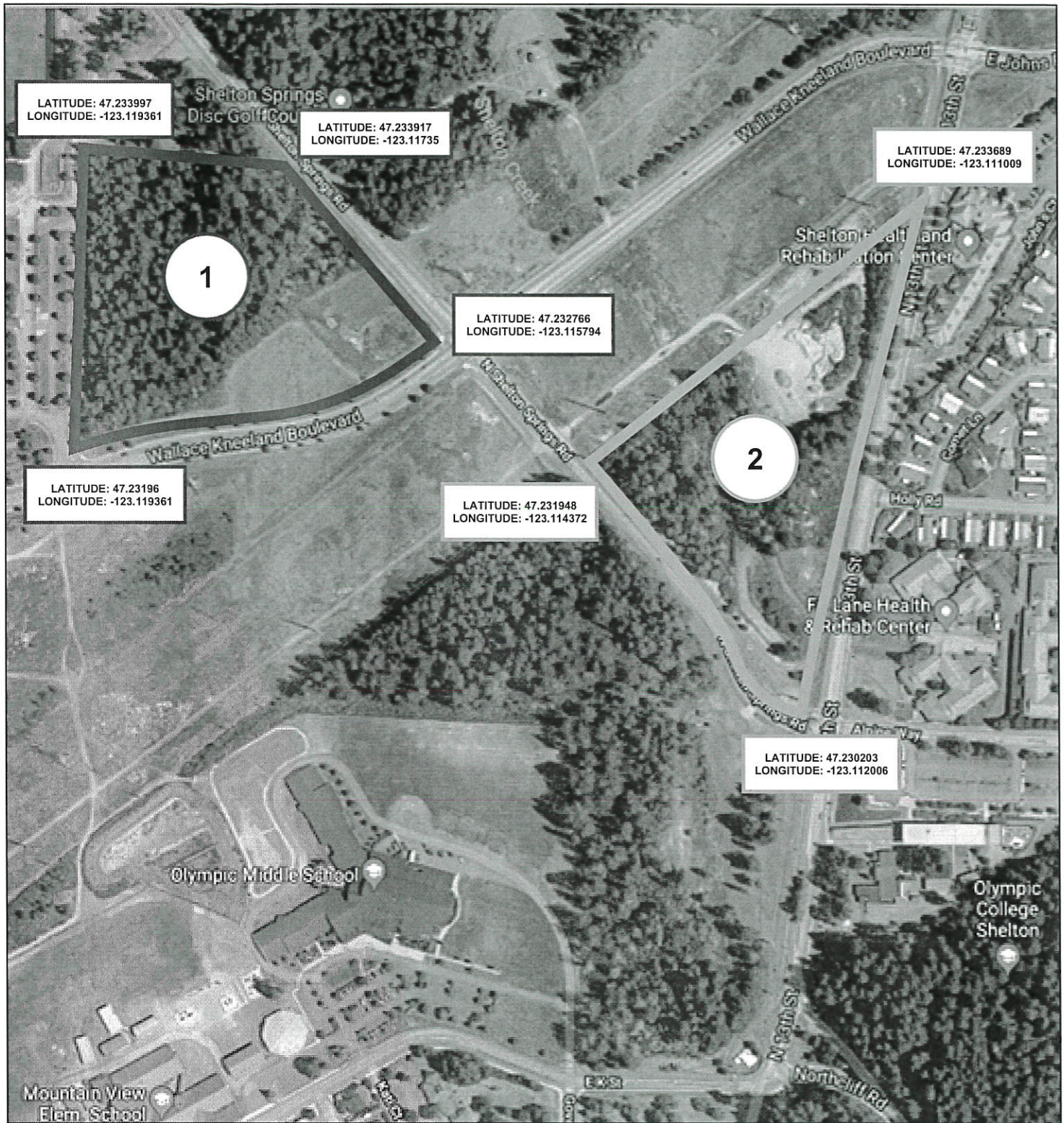
**INTRODUCED** by the City Council of the City of Shelton on June 19, 2018, and

**PASSED** by the City Council of the City of Shelton on this 10<sup>th</sup> day of July, 2018.

ATTEST:

  
\_\_\_\_\_  
City Clerk Pro Tem

  
\_\_\_\_\_  
Mayor Rogers



# CITY OF SHELTON

RESOLUTION NO. 1132-0618  
EXHIBIT A



FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY

August 2, 2021

Attention City Manager  
City of Shelton  
525 W Cota St  
Shelton WA 98584

**Subject:** Letter of intent to exercise option to purchase real estate

The South Sound YMCA intends to exercise its option to purchase real estate at 3101 Shelton Springs Road, Shelton WA. Per "City of Shelton Land Lease", the South Sound YMCA has the option to purchase the property and desires to exercise its right.

Per "City of Shelton Land Lease", "the purchase price shall be no less than the actual assessed value, less improvements at time of execution of option." According to Mason County Assessor's Office the 2020 assessed value is \$52,609.

**Seller:** City of Shelton

**Buyer:** South Sound YMCA

**Property:** 3101 Shelton Springs Road, Shelton WA 98584

**Purchase Price:** \$52,609; cash

**Escrow:** The Escrow Agent shall be Mason County Title. The Purchase Agreement shall be mutually prepared and executed by Buyer and Seller no later than ten (10) business days following the execution of this Letter of Intent.

Per section 7d. each party will be responsible for 50% of escrow cost. The City of Shelton shall pay for an owner's policy of title insurance and real estate excise tax and all other costs shall be divided equally between the parties.

Kyle Cronk  
President  
South Sound YMCA  
206.390.0461  
[cronkk@ssymca.net](mailto:cronkk@ssymca.net)



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E3)

Touch Date: 02/28/2022  
Brief Date: 04/19/2022  
Action Date: 05/03/2022

Department: Public Works  
Presented By: Ken Gill

**APPROVED FOR COUNCIL PACKET:**

PROGRAM/PROJECT TITLE:  
ILA with Mason Transit Authority

Action Requested:

**ROUTE TO:****REVIEWED:**

☒ Dept. Head

☐ Finance Director

☐ Attorney

☐ City Clerk

☒ City Manager

JH

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

JN

**ATTACHMENTS:**

- Resolution No. 1231-0322
- ILA with MTA for Bus Shelter on RR Ave and Pacific Ct.
- Exhibit A to ILA with MTA-Shelter Pullout and Cost Estimate
- Exhibit B to ILA with MTA-Shelter and Pullout Plans
- MTA signed ILA

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

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

General Manager Amy Asher and Operations Manager Mike Ringgenberg with Mason Transit Authority identified the need for a bus shelter at Pacific Court and Railroad Ave to serve the Turning Pointe Survivor Advocacy Center. City Engineer Ken Gill met with Amy and Mike to confirm design and agree on the cost estimate.

The Western Gateway project will construct a concrete pad to support the shelter, sidewalk and curb across the frontage and a crosswalk. PUD3 will relocate an existing timber pole and add a streetlight to supplement the existing one at the SW corner of Pacific Court and Railroad Ave to illuminate the shelter. These improvements are shown on the plans (Exhibit B) of the attached interlocal agreement. Brooke Kilts drafted the agreement so that MTA will pay the Shelton just over \$71,000 for the improvements.

City crews will remove the existing railroad tracks so that the shelter pad can be prepared by Miles Resources, LLC (our contractor for Western Gateway).

General Manager Amy Asher presented the ILA to the MTA board on March 15<sup>th</sup> and has signed the ILA.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

Don't build the shelter and direct staff to remove the scope from the project.

**BUDGET/FISCAL INFORMATION:**

The ILA allows MTA to pay Shelton \$71,370.00 by end of 2022.

**STAFF RECOMMENDATION/MOTION:**

Staff recommends: "I move to place Resolution No. 1231-0322 on the action agenda of the May 3<sup>rd</sup> Council meeting for further consideration."

**RESOLUTION NO. 1231-0322**

**A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON AUTHORIZING THE CITY MANAGER TO SIGN  
AN INTERLOCAL AGREEMENT WITH MASON TRANSIT AUTHORITY**

**WHEREAS**, MTA has identified the need for a bus shelter on Railroad Ave E near Pacific Court to serve the Turning Point Advocacy Center and has agreed to a cost of \$71,370.00 and timeline to reimburse Shelton for costs associated with the construction of the bus shelter and supporting improvements by December 2022; and

**WHEREAS**, the City of Shelton has completed the design and bidding process for a bus shelter; and

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Shelton, Washington, that the Interlocal Agreement with Mason Transit Authority is hereby accepted, and the City Manager is authorized to sign the Interlocal Agreement.

**INTRODUCED** on the 19<sup>th</sup> day of April 2022 and **PASSED** on the 3rd day of May 2022 by the City Council of the City of Shelton.

ATTEST:

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

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

**AFTER RECORDING RETURN TO:**

City of Shelton  
City Clerk  
525 West Cota Street  
Shelton, WA 98584

**CITY OF SHELTON AND MASON TRANSIT AUTHORITY  
INTERLOCAL AGREEMENT FOR:  
CONSTRUCTION OF BUS PULLOUT AT RAILROAD AVENUE & PACIFIC  
COURT**

This is an Interlocal Agreement (Agreement), dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the City of Shelton, a Washington municipal corporation ("City") and Mason Transit Authority, a Washington municipal corporation ("MTA"), collectively referred to as the "Parties". In consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, it is agreed as follows:

**RECITALS**

WHEREAS: The City is constructing street, pavement, sidewalk, waterline, and storm drainage improvements associated with the City's Western Gateway Railroad Avenue Improvement project from 8<sup>th</sup> Street to Pacific Court; and

WHEREAS: MTA operates public transportation and bus service in the area subject to Railroad Avenue Project improvements, and has an interest in the design and construction of a bus pullout in the project area; and

WHEREAS: There are significant benefits for the City, MTA, and members of the public provided by the appropriate design and construction of the proposed bus pullout as a part of the City project; and

WHEREAS: The City and MTA have been working together to facilitate the design, construction, and funding of the bus pullout to serve the mutual interests of the City and MTA.

Now, therefore, in consideration of their mutual covenants, conditions, and consideration, it is agreed between the City and MTA as follows:

- I. **DESIGN AND DESIGN APPROVAL:** Design of the subject bus pullout has been completed, reviewed, and mutually agreed by the City and MTA, with associated depiction and plans attached hereto as **EXHIBIT A**.

2. **CONSTRUCTION:** The City shall construct the bus pullout, which includes storm improvements, paving, striping, curb and gutter, sidewalks, illumination, landscaping, and installation of the bus shelter.
3. **BUS SHELTER:** The bus shelter structure shall be provided by MTA, at no cost to the City, in a timely manner to enable the shelter to be erected in conjunction with other on-site improvements by the siteworks contractor.
4. **FUNDING:** MTA shall pay to the City the full cost of construction of the subject bus pullout (\$71,370.00) no later than December 2022. This shall be the full amount of the MTA payment to the City, based on the Engineer's construction cost estimate attached hereto as **Exhibit B**, regardless of actual bids for the work received by the City. MTA is responsible for any additional design or construction costs related to any changes to the plans, initiated or approved by MTA attached as **Exhibit A**.
5. **OWNERSHIP:** The improvements, including storm drainage, paving, striping, curb and gutter, sidewalks, illumination, and landscaping, shall be owned and maintained by the City. The bus shelter structure shall be owned and maintained by MTA.
6. There are no additional parties intended to be benefited under this agreement. There are no other agreements or representations, written or oral, concerning the subject matter of this agreement.
7. This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be in Mason County, Washington, unless otherwise mutually agreed in writing by the parties.
8. No amendments or variations of the terms and conditions of this Agreement shall be valid unless they are in writing and signed by all the parties thereto.
9. The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
10. None of the Parties shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any party, or any other cause beyond the reasonable control of the party affected thereby. However, each

party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.

11. This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality, or unenforceability, shall not affect any other term or provision of this Agreement, which shall remain in full force and affect.
12. **ADMINISTRATION OF AGREEMENT:** The City of Shelton Public Works Department will administer this Agreement for the City. The designated point of contact for the City is: Ken Gill, City Engineer; (360) 432-5144; ken.gill@sheltonwa.gov. The designated point of contact for MTA is: Amy Asher; (360) 432-5755; aasher@masontransit.org.
13. **DURATION OF AGREEMENT:** This Agreement shall take effect upon execution of the Agreement by both the City and MTA and shall remain in effect until all obligations established in this Agreement are completed by both Parties, and until the City's governing body grants Final Acceptance at the time of project completion.
14. **NO LEGAL/ADMINISTRATIVE ENTITY CREATED:** No separate legal or administrative entity is created by or pursuant to this Agreement.
15. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS:** The City will protect, defend, indemnify, and save harmless MTA, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the performance of this Agreement by the City, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of MTA. MTA will protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of MTA, it's officers, employees, or agents.
16. **NO ASSIGNMENT:** The Parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other party.
17. **NOTICES:** All notices and payments hereunder shall be sent or delivered to the following respective addresses:

**City:** Ken Gill, City Engineer, 525 West Cota St., Shelton, WA 98584

**MTA:** Amy Asher, 790 E. Johns Prairie Road, Shelton, WA 98584

or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to be given on the second business

day following the date of mailing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

18. **AUTHORITY:** Both Parties represent that by appropriate action by their respective governing bodies, they are authorized to enter into this Agreement and have finance approval for payments specified herein.
19. **NON-DISCRIMINATION POLICY:** The City and MTA shall not discriminate in the performance of this Agreement based on race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, military or veteran status, the presence of any physical, mental and/or sensory disability, or any other status protected by law.
20. **FILING OR POSTING:** This document shall be filed pursuant to Chapter 39.34 RCW, or alternatively, listed by subject on either of the Party's websites.

IN WITNESS WHE REOF, the parties hereto have duly executed this agreement effective the date first above written.

**City of Shelton:**

\_\_\_\_\_  
Jeff Niten, City Manager

\_\_\_\_\_  
Date

**Mason Transit Authority:**

\_\_\_\_\_  
Amy Asher, General Manager

\_\_\_\_\_  
Date

## **EXHIBIT A: Design Plans**

## **EXHIBIT B: Engineers Construction Cost Estimate**

**CITY OF SHELTON  
WESTERN GATEWAY PROJECT  
BUS PULL-OUT AREA  
ENGINEER'S COST ESTIMATE  
CITY OF SHELTON  
Updated 2-10-2022**

| NO.  | ITEM   | QUANTITY |    | UNIT PRICE  | AMOUNT             |
|--|--|----------|----|-------------|--------------------|
| 1  | Project Temporary Traffic Control (S.P. 1-10.5)                          | 1        | LS | \$ 7,000.00 | \$ 7,000.00        |
| 2  | Clearing and Grubbing (S.P. 2-01.5)                                      | 1        | LS | \$ 2,000.00 | \$ 2,000.00        |
| 3  | Ex, Backfill, Compact & Grading Roadway, Incl. Haul (S.P. 2-03.5)        | 30       | CY | \$ 45.00    | \$ 1,350.00        |
| 4  | Crushed Surfacing Base Course (S.P. 4-04.5)                              | 55       | TN | \$ 30.00    | \$ 1,650.00        |
| 5  | Crushed Surfacing Top Course (S.P. 4-04.5)                               | 30       | TN | \$ 30.00    | \$ 900.00          |
| 6  | HMA Cl. 1/2 Inch PG58H-22 for Pavement Repair (S.P. 5-04.5)              | 50       | TN | \$ 100.00   | \$ 5,000.00        |
| 7  | Ductile Iron Storm Sewer Pipe, 12 In. Diam (Incl. Bedding) (S.P. 7-04.5) | 200      | LF | \$ 50.00    | \$ 10,000.00       |
| 8  | Catch Basin, Type 1 (S.P. 7-05.5)  | 3        | EA | \$ 1,700.00 | \$ 5,100.00        |
| 9  | Bank Run Gravel for Trench Backfill (S.P. 7-08.5)                        | 20       | TN | \$ 35.00    | \$ 700.00          |
| 10   | Erosion and Water Pollution Control (S.P. 8-01.5)                        | 1        | LS | \$ 500.00   | \$ 500.00          |
| 11   | Cement Concrete Traffic Curb and Gutter (S.P. 8-04.5)                    | 185      | LF | \$ 80.00    | \$ 14,800.00       |
| 12   | Concrete Bus Shelter Pad (S.P. 8-14.5)                                   | 10       | SY | \$ 80.00    | \$ 800.00          |
| 13   | Cement Concrete Sidewalk (S.P. 8-14.5)                                   | 60       | SY | \$ 60.00    | \$ 3,600.00        |
| 14   | Install Bus Shelter (S.P. 8-12.5)  | 1        | LS | \$ 1,500.00 | \$ 1,500.00        |
| Subtotal:                                    |  |          |    |             | \$54,900.00        |
| Sales Tax @ 0.0 % (W.S. Rev. Rule 171):      |  |          |    |             | \$0.00             |
| <b>ENGINEER'S CONSTRUCTION COST ESTIMATE</b> |  |          |    |             | <b>\$54,900.00</b> |
| <b>DESIGN ENGINEERING</b>                    |  |          |    |             | <b>\$8,235.00</b>  |
| <b>CONSTRUCTION MANAGEMENT</b>               |  |          |    |             | <b>\$8,235.00</b>  |
| <b>TOTAL ESTIMATED COST</b>                  |  |          |    |             | <b>\$71,370.00</b> |

This estimate does not include costs of relocation of the utility pole and guy wire by the utility company and removal of the  
Note: railroad tracks by the City.

Calculated By: Ken Gill, P.E.

# CITY OF SHELTON

MASON COUNTY



WASHINGTON

## WESTERN GATEWAY PROJECT

### SCHEDULE A - SIDEWALK IMPROVEMENTS

TIB PROJECT NO. P-W-194(P01)-1

### SCHEDULE B - ROADWAY OVERLAY

TIB PROJECT NO. 3-W-194(004)-1

### SCHEDULE C - WATER MAIN IMPROVEMENTS

SCHEDULE C SUPPORTED IN PART BY FEDERAL AWARD NO. SLFRP2616 BY U.S. DEPT. OF THE TREASURY

### CITY OFFICIALS

ERIC ONISKO

Mayor, Seat Four

JAMES BOAD

Seat One

KATHY McDOWELL

Seat Two

SHARON SCHIRMAN

Seat Three

DEIDRE PETERSON

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Seat Seven

JAMES HARRIS, P.E.

Public Works Director

KEN GILL, P.E.

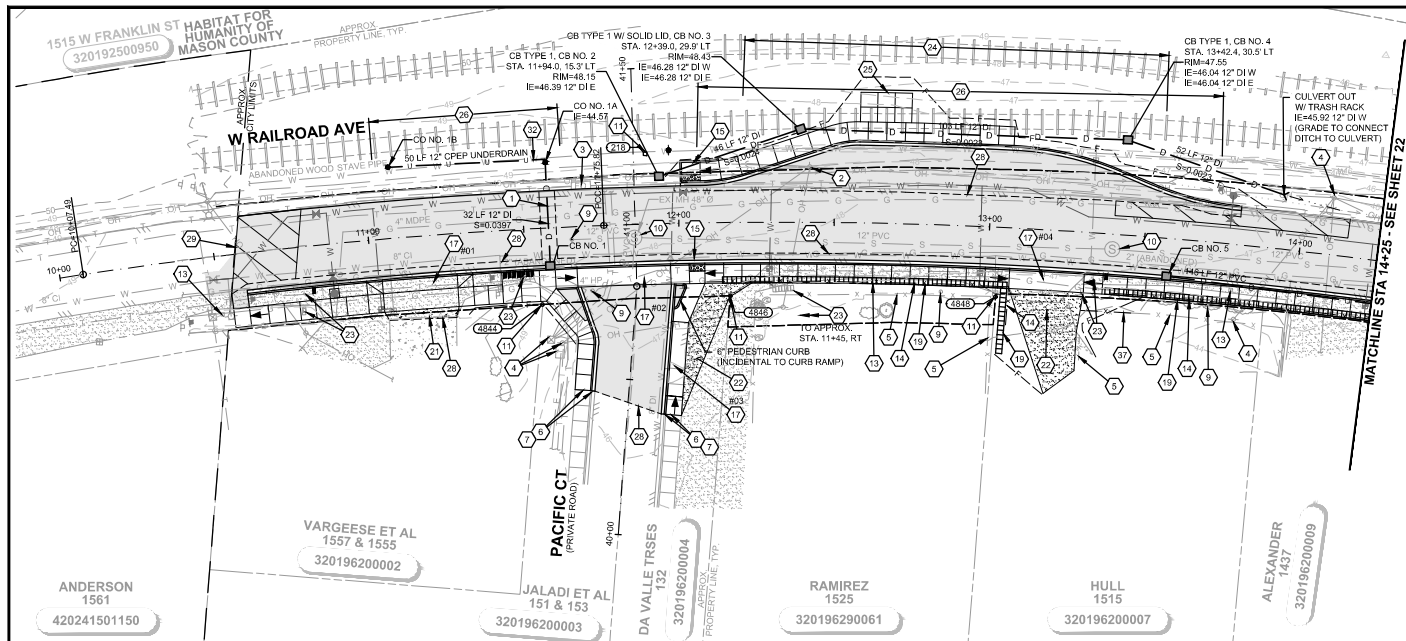
City Engineer



**FEBRUARY 2022**

**G&O #18273.00**

# EXHIBIT B



## ROADWAY & STORM DRAINAGE NOTES

- CAUTION: POTENTIAL UTILITY CONFLICT. VERIFY (POTHOLE) EXACT LOCATION AND DEPTH OF EXISTING UTILITY. SEE ORDER OF WORK.
- EXISTING UTILITY TO BE REMOVED/RELOCATED BY OTHERS. COORDINATE WORK WITH UTILITY REPRESENTATIVE.
- EXISTING UTILITY VAULT TO BE ADJUSTED TO GRADE BY OTHERS. COORDINATE WORK WITH UTILITY REPRESENTATIVE.
- PROTECT EXISTING UTILITY POLE, PEDESTAL, VAULT, DURING CONSTRUCTION. SEE GENERAL NOTE 10 SHEET 2.
- PROTECT EXISTING CURB, SIDEWALK, STORM CHANNEL, FENCE, MAIL BOX, LUMINAIRE, WALL, TREE, LANDSCAPING DURING CONSTRUCTION.
- SAWCUT EXISTING CURB AND/OR SIDEWALK TO NEAREST FULL JOINT AND PROVIDE CLEAN EDGE.
- REMOVE AND WASTEHAUL EXISTING CURB, GUTTER, SIDEWALK, ASPHALT PER THE SPECIFICATIONS. THIS WORK TO BE INCLUDED IN REMOVAL OF STRUCTURE AND OBSTRUCTION.
- ADJUST EXISTING CATCH BASIN TO GRADE PER DETAIL SHEET 29.
- ADJUST EXISTING SEWER MANHOLE TO GRADE PER DETAIL SHEET 29.
- PROTECT SURVEY MARKER DURING CONSTRUCTION.
- EXISTING GAS VALVE BOX TO BE ADJUSTED TO GRADE BY OTHERS.
- EXISTING GAS PIPELINE MARKER TO BE RELOCATED BY OTHERS.
- CONTRACTOR SHALL FURNISH AND INSTALL FENCE PER DETAIL SHEET 35.
- CONSTRUCT CURB RAMP PER DETAIL(S) SHEET 37-44.
- INSTALL RECTANGULAR SOLID LID. LIDS IN SIDEWALK SHALL BE SLIP RESISTANT.
- CONTRACTOR SHALL FURNISH AND INSTALL CEMENT CONCRETE DRIVEWAY PER DETAIL ON SHEET 32.
- ADJUST MONUMENT CASE AND COVER TO GRADE PER DETAIL T-15 ON SHEET 33.
- CONSTRUCT MODULAR BLOCK WALL PER DETAIL SHEET 36.
- CONSTRUCT ASPHALT DRIVEWAY REPAIR PER DETAIL SHEET 32.
- CONSTRUCT CEMENT CONCRETE DRIVEWAY REPAIR PER DETAIL SHEET 32.
- CONSTRUCT CRUSHED ROCK DRIVEWAY REPAIR PER DETAIL SHEET 32.
- REMOVE AND RELOCATE EXISTING MAILBOX(ES) PER DETAIL SHEET 35.
- RAILROAD TRACKS AND TIES TO BE REMOVED BY CONTRACTING AGENCY, PRIOR TO PROJECT.
- CONSTRUCT BUS SHELTER PAD (16.5' x 9.5' x 8\"
- CONTRACTOR SHALL INSTALL PRE-ASSEMBLED BUS SHELTER PROVIDED BY THE CONTRACTING AGENCY.
- REMOVE AND WASTEHAUL EXISTING STORM DRAINAGE STRUCTURE(S)/PIPE.
- REMOVE AND WASTEHAUL EXISTING FRAME AND GRATE / LID. INSTALL NEW FRAME AND SOLID LID PER DETAIL SHEET 29.
- SAWCUT EXISTING PAVEMENT AND SEAL JOINT (WHERE APPLICABLE) THEN APPLY SAND BLANKET TO THE SURFACE JOINT.
- CONSTRUCT TRANSITION TAPER PER DETAIL ON SHEET 33.
- CONNECT NEW STORM PIPE TO EXISTING CATCH BASIN PER DETAIL ON SHEET 30. CORE DRILL IF KNOCK OUT IS NOT PRESENT.
- CONSTRUCT TRAFFIC CURB PER DETAIL T-03 ON SHEET 34.
- CONSTRUCT INFILTRATION TRENCH PER DETAIL 2 ON SHEET 30.
- INSTALL CURB INLET ON EXISTING CATCH BASIN PER DETAIL SHEET 31.
- ABANDON EXISTING MANHOLE PER WSDOT STANDARD SPECIFICATIONS SECTION 705.301. PLUG ALL PIPES AND FILL WITH SAND IF EXISTING STRUCTURE IS NOT ALREADY FILLED. DELIVER CASTINGS TO THE CITY.
- CONNECT NEW STORM PIPE TO EXISTING STORM PIPE.
- CONNECT EXISTING STORM PIPE TO NEW CATCH BASIN PER DETAIL ON SHEET 30.
- REMOVE AND RELOCATE EXISTING FENCE. COORDINATE WITH PROPERTY OWNER.
- ADJUST EXISTING JUNCTION BOX TO GRADE.

## RIGHT-OF-WAY DISCLAIMER

THE RIGHT-OF-WAY AND/OR PROPERTY LINES SHOWN HEREON ARE BASED ON AVAILABLE INFORMATION, NOT ON A SURVEYED LOCATION AND ARE ONLY APPROXIMATE.

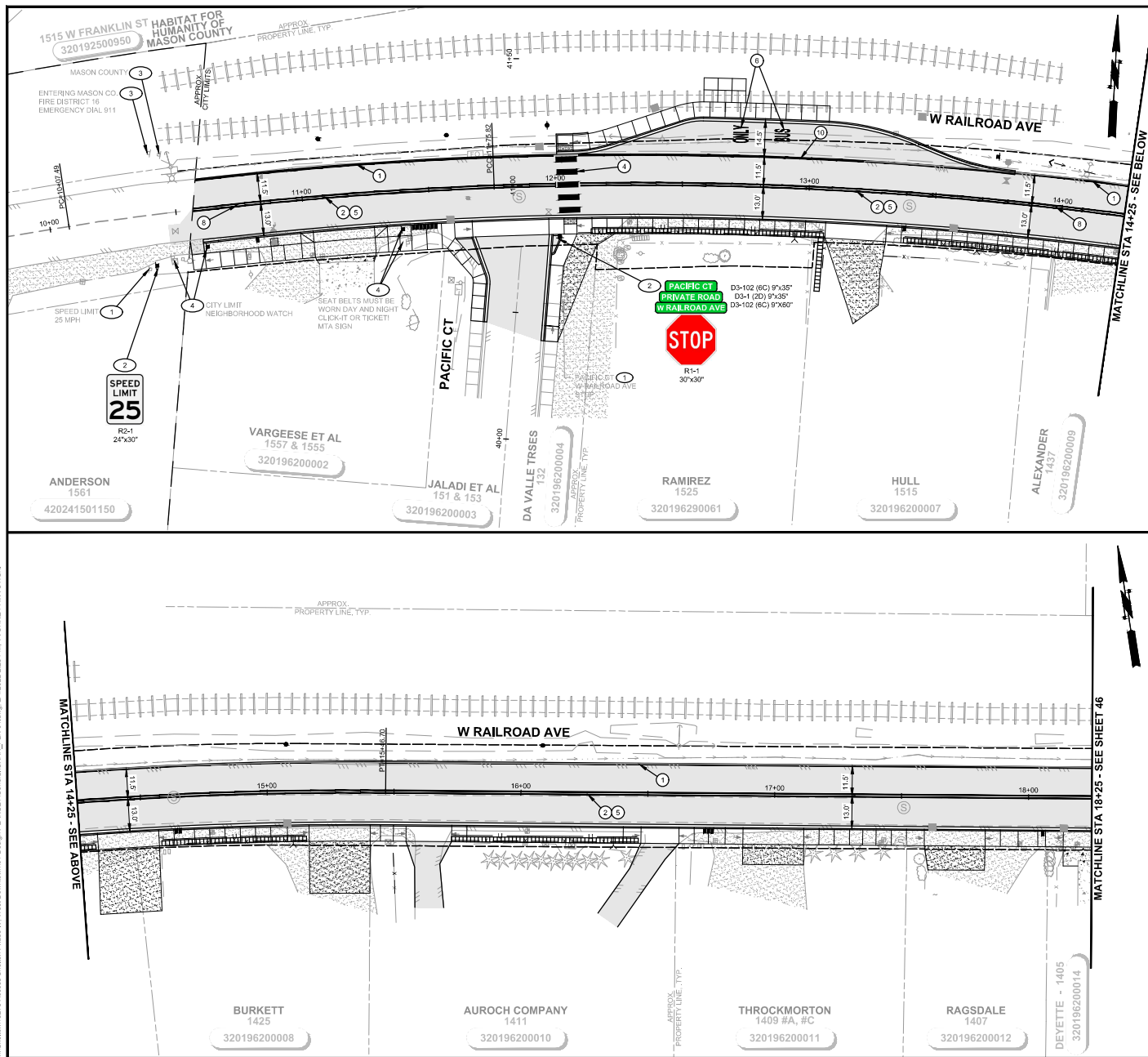
## BURIED UTILITIES IN AREA CALL BEFORE YOU DIG 1-811

EXISTING UTILITIES SHOWN ARE FROM THE BEST AVAILABLE INFORMATION AND NO GUARANTEE IS MADE AS TO THE EXACT SIZE, TYPE, LOCATION OR DEPTH.

TWO INCHES AT FULL SCALE. IF NOT, SCALE ACCORDINGLY.

M:\Station\18273 Access Shelton Phase IV West Downtown\01 Design\PLANSET\General\PLAN\_PRF 01.dwg, 2/4/2022 2:08 PM, YOONNE PANTOVSKI

|   |  |                                   |              |               |               |
|---|--|-----------------------------------|--------------|---------------|---------------|
|   |  | DATE: FEB. 2022                   | DESIGN: YEP  | CHECKED: BLS  | APPROVED: DJM |
|   |  | DRAWN: YEP                        | CHECKED: BLS | APPROVED: DJM |               |
|   |  | REVISION                          |              | DATE          | APPROVED      |
|   |  |                                   |              |               |               |
| <b>CITY OF SHELTON</b><br>WASHINGTON<br>MASON COUNTY<br><b>WESTERN GATEWAY PROJECT</b><br><b>PLAN AND PROFILE - W RAILROAD AVE</b><br><b>STA 10+00 TO 14+25</b> |  | SHEET: <b>21</b><br>OF: <b>58</b> |              |               |               |
| JOB NO.: 18273.00<br>DWG/PLAN_PRF 01  |  |                                   |              |               |               |



GENERAL

1. ALL SIGN TYPES, COLORS, AND DIMENSIONS ARE STANDARD PER THE MUTCD, UNLESS OTHERWISE INDICATED.
2. SIGNS SHALL BE CONSTRUCTED ENTIRELY OF TYPE III OR TYPE IV REFLECTIVE SHEETING PER WSDOT STANDARD SPECIFICATIONS SECTION 9-25.12.
3. ALL PLASTIC PAVEMENT MARKINGS SHALL BE TYPE D-1 MMA UNLESS OTHERWISE INDICATED.
4. CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY PAVEMENT MARKINGS IMMEDIATELY FOLLOWING PAVING.
5. CURB PAINTING SHALL BE INSTALLED AT THE LOCATIONS SHOWN IN CITY OF SHELTON STANDARD DETAIL T-16 ON SHEET 49.

CHANNELIZATION NOTES:

1. CONTRACTOR SHALL FURNISH AND INSTALL 4" PAINTED EDGE LINE PER CITY OF SHELTON STANDARD DETAIL T-01 ON SHEET 49.
2. CONTRACTOR SHALL FURNISH AND INSTALL TYPE YY RECESSED PAVEMENT MARKERS PER CITY OF SHELTON STANDARD DETAIL T-01 ON SHEET 49.
3. CONTRACTOR SHALL FURNISH AND INSTALL PLASTIC STOP LINE PER CITY OF SHELTON STANDARD DETAIL T-01 ON SHEET 49.
4. CONTRACTOR SHALL FURNISH AND INSTALL PLASTIC CROSSWALK LINE PER DETAIL 3 ON SHEET 49.
5. CONTRACTOR SHALL FURNISH AND INSTALL PAINTED DOUBLE YELLOW CENTER LINE STRIPE PER CITY OF SHELTON STANDARD DETAIL T-01 ON SHEET 49.
6. CONTRACTOR SHALL FURNISH AND INSTALL TRAFFIC LETTERS PER DETAIL 1 ON SHEET 49.
7. CONTRACTOR SHALL FURNISH AND INSTALL DOTTED EXTENSION LINE PER WSDOT STANDARD PLAN M-20.12-03 ON SHEET 51.
8. CONTRACTOR SHALL FURNISH AND INSTALL TYPE 28B RPM PER CITY OF SHELTON STANDARD DETAIL W-08 ON SHEET 16.
9. CONTRACTOR SHALL FURNISH AND INSTALL TYPE 1S TRAFFIC ARROW PER WSDOT STANDARD PLAN M-24.40 ON SHEET 51.
10. CONTRACTOR SHALL FURNISH AND INSTALL 8" PAINTED GORE STRIPE PER CITY OF SHELTON STANDARD DETAIL T-01 ON SHEET 49.

SIGNING NOTES:

1. CONTRACTOR SHALL REMOVE EXISTING SIGNS, POST AND FOUNDATION, SALVAGE SIGNS TO THE CONTRACTING AGENCY AND WASTE Haul EXISTING POSTS AND FOUNDATIONS.
2. CONTRACTOR SHALL FURNISH AND INSTALL NEW SIGN ON NEW POST PER DETAILS ON SHEET 49 AND 50.
3. PROTECT EXISTING SIGN DURING CONSTRUCTION.
4. RELOCATE EXISTING SIGN, FURNISH AND INSTALL NEW POST AND HARDWARE, WASTE Haul EXISTING POST AND FOUNDATION.

RIGHT-OF-WAY DISCLAIMER

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0 1 2  
TWO INCHES AT FULL SCALE. IF NOT, SCALE ACCORDINGLY.

**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS  
1000 11th Street, Suite 100  
Columbia, VA 22502 • 800.582.4481

|                 |          |           |     |
|-----------------|----------|-----------|-----|
| DATE: FEB. 2022 | YEP      | BLS       | DJM |
| DRAWN:          | CHECKED: | APPROVED: |     |
| REVISION        | DATE     | APRD      |     |
| No.             |          |           |     |

**CITY OF SHELTON**  
WASHINGTON  
MASON COUNTY  
**WESTERN GATEWAY PROJECT**  
**CHANNELIZATION AND SIGNING PLAN**  
W RAILROAD AVE STA 10+00 TO 18+25

|                   |
|-------------------|
| SHEET: 45         |
| OF: 58            |
| JOB NO.: 18273.00 |
| DWG: CHAN_PLN.01  |



March 30, 2022

Ken Gill  
City Engineer  
City of Shelton  
525 W. Cota Street  
Shelton, WA 98584

RE: Bus Pullout Interlocal Agreement at Railroad Avenue and Pacific Court

Dear Ken,

Enclosed are two signed original Interlocal Agreements in connection with the above-referenced bus pullout project.

Please return one fully signed original for our records following approval by the City Council.

If you have any questions, please call me at (360) 432-5755 or email me at [aasher@masontransit.org](mailto:aasher@masontransit.org).

Sincerely,

Amy Asher  
General Manager  
Mason Transit Authority

AA/tb  
Encl. (two signed ILAs)



**AFTER RECORDING RETURN TO:**

City of Shelton  
City Clerk  
525 West Cota Street  
Shelton, WA 98584

**CITY OF SHELTON AND MASON TRANSIT AUTHORITY  
INTERLOCAL AGREEMENT FOR:  
CONSTRUCTION OF BUS PULLOUT AT RAILROAD AVENUE & PACIFIC  
COURT**

This is an Interlocal Agreement (Agreement), dated this 15 day of March 2022, by and between the City of Shelton, a Washington municipal corporation ("City") and Mason Transit Authority, a Washington municipal corporation ("MTA"), collectively referred to as the "Parties". In consideration of the mutual covenants and conditions hereinafter provided, pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, it is agreed as follows:

**RECITALS**

WHEREAS: The City is constructing street, pavement, sidewalk, waterline, and storm drainage improvements associated with the City's Western Gateway Railroad Avenue Improvement project from 8<sup>th</sup> Street to Pacific Court; and

WHEREAS: MTA operates public transportation and bus service in the area subject to Railroad Avenue Project improvements, and has an interest in the design and construction of a bus pullout in the project area; and

WHEREAS: There are significant benefits for the City, MTA, and members of the public provided by the appropriate design and construction of the proposed bus pullout as a part of the City project; and

WHEREAS: The City and MTA have been working together to facilitate the design, construction, and funding of the bus pullout to serve the mutual interests of the City and MTA.

Now, therefore, in consideration of their mutual covenants, conditions, and consideration, it is agreed between the City and MTA as follows:

- I. **DESIGN AND DESIGN APPROVAL:** Design of the subject bus pullout has been completed, reviewed, and mutually agreed by the City and MTA, with associated depiction and plans attached hereto as **EXHIBIT A**.

2. **CONSTRUCTION:** The City shall construct the bus pullout, which includes storm improvements, paving, striping, curb and gutter, sidewalks, illumination, landscaping, and installation of the bus shelter.
3. **BUS SHELTER:** The bus shelter structure shall be provided by MTA, at no cost to the City, in a timely manner to enable the shelter to be erected in conjunction with other on-site improvements by the siteworks contractor.
4. **FUNDING:** MTA shall pay to the City the full cost of construction of the subject bus pullout (\$71,370.00) no later than December 2022. This shall be the full amount of the MTA payment to the City, based on the Engineer's construction cost estimate attached hereto as **Exhibit B**, regardless of actual bids for the work received by the City. MTA is responsible for any additional design or construction costs related to any changes to the plans, initiated or approved by MTA attached as **Exhibit A**.
5. **OWNERSHIP:** The improvements, including storm drainage, paving, striping, curb and gutter, sidewalks, illumination, and landscaping, shall be owned and maintained by the City. The bus shelter structure shall be owned and maintained by MTA.
6. There are no additional parties intended to be benefited under this agreement. There are no other agreements or representations, written or oral, concerning the subject matter of this agreement.
7. This Agreement shall be governed for all purposes by the law of the State of Washington. The venue for any action arising under this Agreement shall be in Mason County, Washington, unless otherwise mutually agreed in writing by the parties.
8. No amendments or variations of the terms and conditions of this Agreement shall be valid unless they are in writing and signed by all the parties thereto.
9. The Parties agree to perform any further acts and to execute and deliver any further documents as may be reasonably necessary to fully effectuate the provisions of this Agreement.
10. None of the Parties shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, terrorism, bomb threats, computer virus, epidemic, power outage, acts of war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery, or supplies, vandalism, strikes or other work interruptions by the employees of any party, or any other cause beyond the reasonable control of the party affected thereby. However, each

party shall utilize its best good faith efforts to perform under this Agreement in the event of any such occurrence or circumstance.

11. This Agreement will be enforced to the fullest extent permitted by applicable law. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or other governmental authority of competent jurisdiction, such invalidity, illegality, or unenforceability, shall not affect any other term or provision of this Agreement, which shall remain in full force and affect.
12. **ADMINISTRATION OF AGREEMENT:** The City of Shelton Public Works Department will administer this Agreement for the City. The designated point of contact for the City is: Ken Gill, City Engineer; (360) 432-5144; ken.gill@sheltonwa.gov. The designated point of contact for MTA is: Amy Asher; (360) 432-5755; aasher@masontransit.org.
13. **DURATION OF AGREEMENT:** This Agreement shall take effect upon execution of the Agreement by both the City and MTA and shall remain in effect until all obligations established in this Agreement are completed by both Parties, and until the City's governing body grants Final Acceptance at the time of project completion.
14. **NO LEGAL/ADMINISTRATIVE ENTITY CREATED:** No separate legal or administrative entity is created by or pursuant to this Agreement.
15. **INDEMNIFICATION/DEFENSE/HOLD HARMLESS:** The City will protect, defend, indemnify, and save harmless MTA, its officers, employees, and agents from any and all costs, claims, judgments, or awards of damages arising out of or in any way resulting from the performance of this Agreement by the City, except for costs, claims, judgments, and awards of damage for injuries or damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of MTA. MTA will protect, defend, indemnify and save harmless the City, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent or allegedly negligent acts or omissions of MTA, its officers, employees, or agents.
16. **NO ASSIGNMENT:** The Parties shall not assign this Agreement or any interest, obligation, or duty herein without the express written consent of the other party.
17. **NOTICES:** All notices and payments hereunder shall be sent or delivered to the following respective addresses:

**City:** Ken Gill, City Engineer, 525 West Cota St., Shelton, WA 98584

**MTA:** Amy Asher, 790 E. Johns Prairie Road, Shelton, WA 98584

or to such other respective addresses as either Party may hereafter designate in writing. All notices and payments mailed by regular post (including first class) shall be deemed to be given on the second business

day following the date of mailing. Notices and payments sent by certified or registered mail shall be deemed to have been given on the day next following the date of mailing. For all types of mail, the postmark affixed by the United States Postal Service shall be conclusive evidence of the date of mailing.

18. **AUTHORITY:** Both Parties represent that by appropriate action by their respective governing bodies, they are authorized to enter into this Agreement and have finance approval for payments specified herein.
19. **NON-DISCRIMINATION POLICY:** The City and MTA shall not discriminate in the performance of this Agreement based on race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, military or veteran status, the presence of any physical, mental and/or sensory disability, or any other status protected by law.
20. **FILING OR POSTING:** This document shall be filed pursuant to Chapter 39.34 RCW, or alternatively, listed by subject on either of the Party's websites.

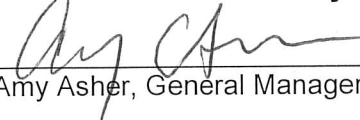
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the date first above written.

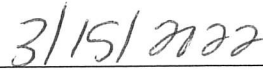
**City of Shelton:**

\_\_\_\_\_  
Jeff Niten, City Manager

\_\_\_\_\_  
Date

**Mason Transit Authority:**

  
\_\_\_\_\_  
Amy Asher, General Manager

  
\_\_\_\_\_  
Date

## **EXHIBIT A: Design Plans**

# CITY OF SHELTON

MASON COUNTY

WASHINGTON



## WESTERN GATEWAY PROJECT

### SCHEDULE A - SIDEWALK IMPROVEMENTS

TIB PROJECT NO. P-W-194(P01)-1

### SCHEDULE B - ROADWAY OVERLAY

TIB PROJECT NO. 3-W-194(004)-1

### SCHEDULE C - WATER MAIN IMPROVEMENTS

SCHEDULE C SUPPORTED IN PART BY FEDERAL AWARD NO. SLFRP2616 BY U.S. DEPT. OF THE TREASURY

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Public Works Director

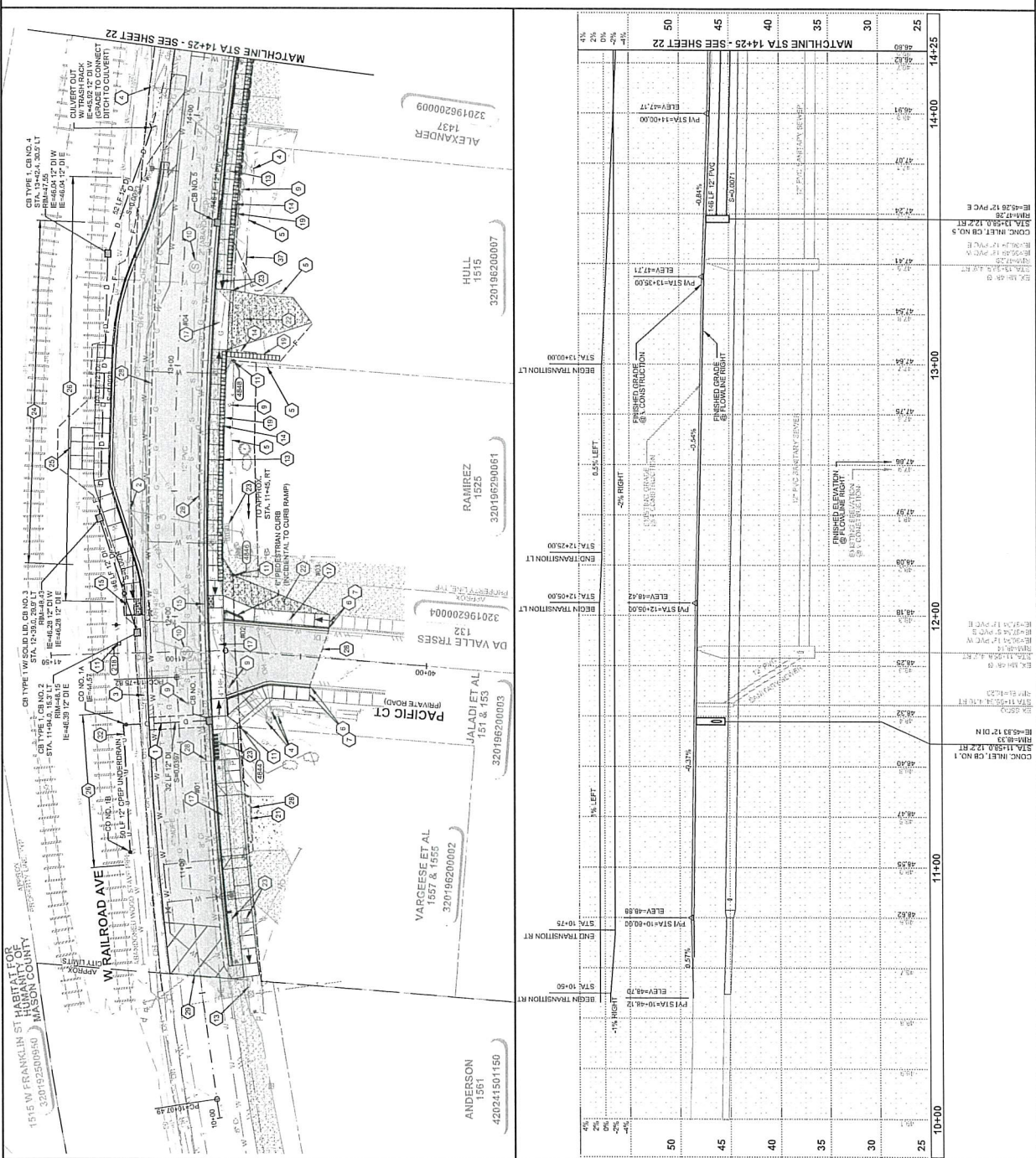
KEN GILL, P.E.

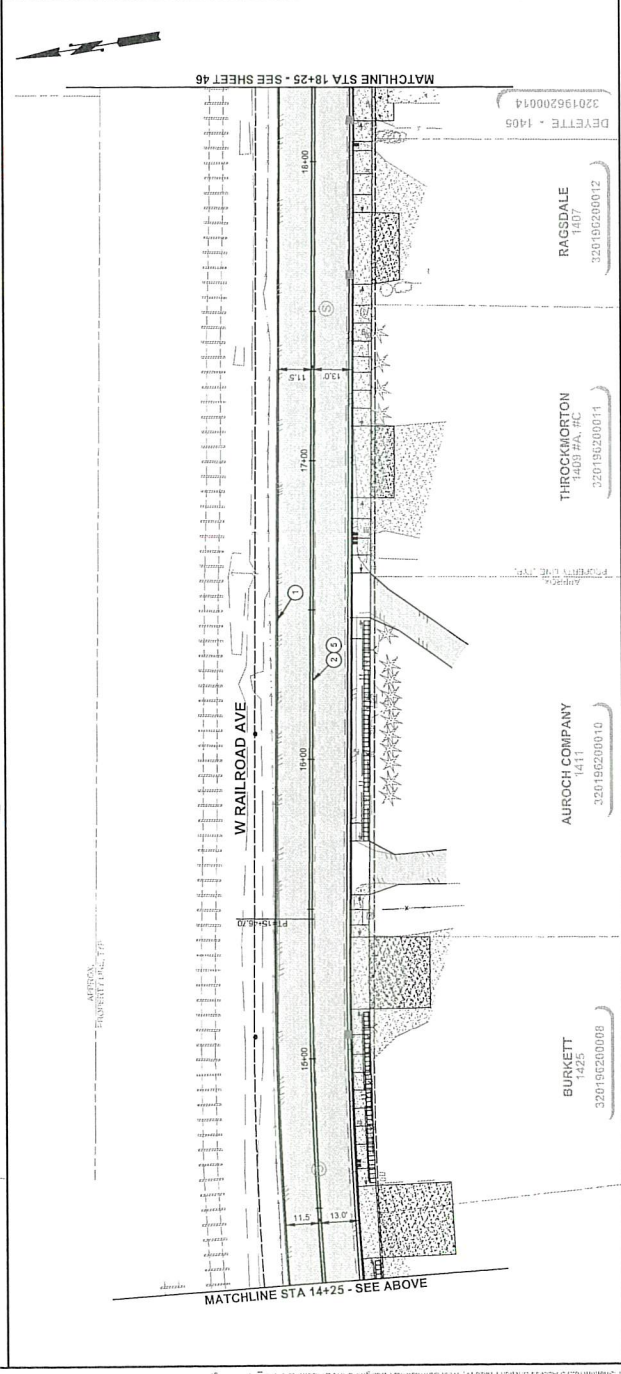
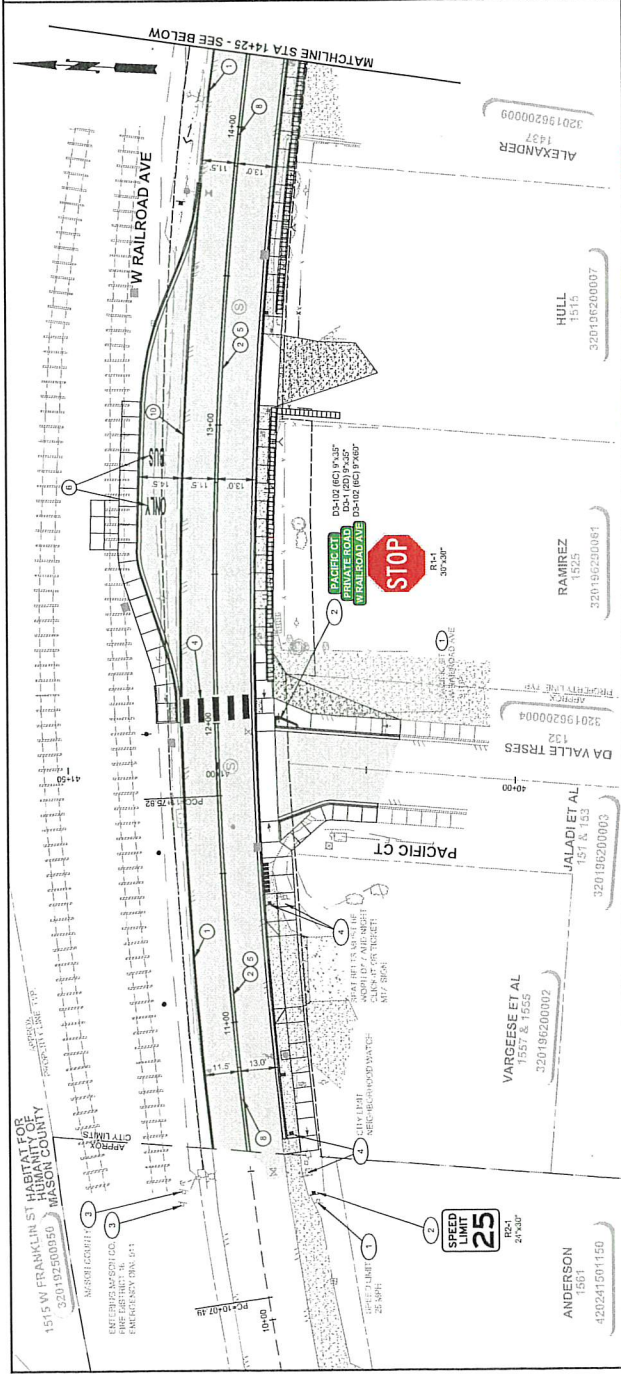
City Engineer



FEBRUARY 2022

G&O #18273.00



[illegible]

## **EXHIBIT B: Engineers Construction Cost Estimate**

CITY OF SHELTON  
WESTERN GATEWAY PROJECT  
BUS PULL-OUT AREA  
ENGINEER'S COST ESTIMATE  
CITY OF SHELTON  
Updated 2-10-2022

| NO.  | ITEM   | QUANTITY | UNIT PRICE     | AMOUNT             |
|--|--|----------|----------------|--------------------|
| 1  | Project Temporary Traffic Control (S.P. 1-10.5)                          | 1        | LS \$ 7,000.00 | \$ 7,000.00        |
| 2  | Clearing and Grubbing (S.P. 2-01.5)                                      | 1        | LS \$ 2,000.00 | \$ 2,000.00        |
| 3  | Ex, Backfill, Compact & Grading Roadway, Incl. Haul (S.P. 2-03.5)        | 30       | CY \$ 45.00    | \$ 1,350.00        |
| 4  | Crushed Surfacing Base Course (S.P. 4-04.5)                              | 55       | TN \$ 30.00    | \$ 1,650.00        |
| 5  | Crushed Surfacing Top Course (S.P. 4-04.5)                               | 30       | TN \$ 30.00    | \$ 900.00          |
| 6  | HMA Cl. 1/2 Inch PG58H-22 for Pavement Repair (S.P. 5-04.5)              | 50       | TN \$ 100.00   | \$ 5,000.00        |
| 7  | Ductile Iron Storm Sewer Pipe, 12 In. Diam (Incl. Bedding) (S.P. 7-04.5) | 200      | LF \$ 50.00    | \$ 10,000.00       |
| 8  | Catch Basin, Type 1 (S.P. 7-05.5)  | 3        | EA \$ 1,700.00 | \$ 5,100.00        |
| 9  | Bank Run Gravel for Trench Backfill (S.P. 7-08.5)                        | 20       | TN \$ 35.00    | \$ 700.00          |
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| 13   | Cement Concrete Sidewalk (S.P. 8-14.5)                                   | 60       | SY \$ 60.00    | \$ 3,600.00        |
| 14   | Install Bus Shelter (S.P. 8-12.5)  | 1        | LS \$ 1,500.00 | \$ 1,500.00        |
| Subtotal:                                    |  |          |                |                    |
| Sales Tax @ 0.0 % (W.S. Rev. Rule 171):      |  |          |                | \$0.00             |
| <b>ENGINEER'S CONSTRUCTION COST ESTIMATE</b> |  |          |                | <b>\$54,900.00</b> |
| <b>DESIGN ENGINEERING</b>                    |  |          |                |                    |
|  |  |          |                | <b>\$8,235.00</b>  |
| <b>CONSTRUCTION MANAGEMENT</b>               |  |          |                |                    |
|  |  |          |                | <b>\$8,235.00</b>  |
| <b>TOTAL ESTIMATED COST</b>                  |  |          |                |                    |
|  |  |          |                | <b>\$71,370.00</b> |

This estimate does not include costs of relocation of the utility pole and guy wire by the utility company and removal of the railroad tracks by the City.

Calculated By: Ken Gill, P.E.



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E4)

Touch Date: 03/27/2022  
Brief Date: 04/19/2022  
Action Date: 04/19/2022

Department: Public Works  
Presented By: Jay Harris

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

Resolution 1236-0322 EM&R Dump  
Truck Purchase

☐

Ordinance

☒ Dept. Head

JOH

☐ Finance Director

#### ATTACHMENTS:

☒

Resolution

☐ Attorney

- Resolution No 1236-0322  
- Freightliner NW Preliminary Purchase  
Order No. 22-001

☒

Motion

☒ City Clerk

☐

Other

☐ City Manager

- OSW Equipment Letter of Intent

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

The 2022 adopted budget allows for an expenditure of \$260,000 out of the Equipment Maintenance & Repair (EM&R) fund for a new 10-yard dump truck.

Motor vehicle and equipment suppliers are experiencing extended lead times, product shortages, and shipment delays due to the ongoing extreme fluidity of industry conditions because of the Covid-19 pandemic. In December 2021, recognizing the necessity to initiate a purchase as soon as possible in order to ensure the vehicle and equipment would be delivered within the 2022 fiscal year, staff utilized the Washington State Procurement List to obtain a quote from Freightliner Northwest for the cab and chassis only. In order to be placed in the queue to purchase the requested vehicle, staff provided a preliminary purchase order, acting as an intent to purchase, to Freightliner Northwest with the understanding that the purchase order would only be activated following Council approval later in 2022.

With the cab and chassis secured from Freightliner Northwest, staff needed to procure the dump body, plow hitch, and sander connections to complete the budget-requested equipment. Staff again utilized the Washington State Procurement list to obtain a quote for the remainder of the desired equipment from OSW Equipment & Repair, LLC. With the continuation of extended lead times, OSW Equipment & Repair stressed the suggestion of submitting a Letter of Intent to secure a place in the production line for the requested equipment. Staff provided the attached Letter of Intent to OSW Equipment on March 31<sup>st</sup>, knowing the total cost of the requested equipment won't exceed the amount budgeted.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Council has the option to deny the purchases from Freightliner NW and OSW Equipment, and the secured equipment can be sold to another entity, but staff does not recommend this as lead times do not appear to be improving and waiting to get in line for a future date will prevent this budget-approved purchase from being delivered in this fiscal year.

### BUDGET/FISCAL INFORMATION:

Budget request of \$260,000 was approved in the adopted 2022 Equipment Maintenance and Repair (EM&R) Budget. The purchase of the cab and chassis from Freightliner Northwest is less than \$150,000, and the dump body, plow hitch, and sander connections from OSW Equipment & Repair is less than \$100,000. The entire purchase will utilize no more than \$250,000 of the \$260,000 allowed in the 2022 Adopted Budget.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends a reading of Resolution No. 1236-0322 and: *"I move to adopt Resolution No. 1236-0322 as presented"*.

**RESOLUTION NO. 1236-0322**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF SHELTON, WASHINGTON, AUTHORIZING THE CITY MANAGER TO SIGN PURCHASE ORDERS FOR THE ACQUISITION OF A DUMP TRUCK**

**WHEREAS**, the 2022 adopted budget included an expenditure of \$260,000 out of the Equipment Maintenance & Repair (EM&R) fund for a new 10-yard dump truck; and

**WHEREAS**, motor vehicle and equipment suppliers are experiencing extended lead times, product shortages, and shipment delays due to the ongoing extreme fluidity of industry conditions because of the Covid-19 pandemic; and

**WHEREAS**, in December 2021, recognizing the necessity to initiate a purchase as soon as possible in order to ensure the vehicle and equipment would be delivered within the 2022 fiscal year, staff utilized the Washington State Procurement List to obtain a quote from Freightliner Northwest for the cab and chassis only; and

**WHEREAS**, in order to be placed in the queue to purchase the requested vehicle, staff provided a preliminary purchase order, acting as an intent to purchase, to Freightliner Northwest with the understanding that the purchase order would only be activated following Council approval later in 2022; and

**WHEREAS**, the dump body, plow hitch, and sander connections still needed to be procured to complete the budget-requested equipment; and

**WHEREAS**, utilizing the Washington State Procurement List, City Staff obtained a quote for the remainder of the desired equipment from OSW Equipment & Repair, LLC; and

**WHEREAS**, the purchase of the cab and chassis from Freightliner Northwest is less than \$150,000, and the dump body, plow hitch, and sander connections from OSW Equipment & Repair is less than \$100,000, which together will utilize no more than \$250,000 of the \$260,000 allowed in the 2022 Budget; and

**WHEREAS**, RCW 39.34.030 allows for cooperative purchasing for the procurement of any goods or services; and

**WHEREAS**, the Washington State Procurement List is a cooperative purchasing source for the use of state, local, and tribal governments.

**THEREFORE, BE IT RESOLVED** by the City Council of the City of Shelton that the City Manager is authorized to sign purchase orders for Freightliners Northwest and OSW Equipment & Repair, LLC to complete the budget-approved dump truck purchase.

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

ATTEST:

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Mayor Onisko

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City Clerk Nault



## PURCHASE ORDER

| VENDOR NAME & ADDRESS:  |           |                                   | SHIP TO NAME & ADDRESS:                                       |              |            |
|---|-----------|-----------------------------------|---|--------------|------------|
| Freightliner Northwest<br>13232 Case Road SW<br>Olympia, WA 98512   |           |                                   | City of Shelton<br>1000 West Pine Street<br>Shelton, WA 98584 |              |            |
| P.O. #  | P.O. DATE | REQUISTIONER                      | SHIP VIA  | F.O.B. POINT | TERMS      |
| 22-001  | 12-21-21  | Mike Albaugh                      |   |              |            |
| QTY   | UNIT      | DESCRIPTION                       | BARS #  | UNIT PRICE   | TOTAL      |
| 1   |           | Freightliner Dump Truck & Chassis | 503-300-000-59448-6400  | 134,006.24   | 134,006.24 |
|   |           |                                   |   |              | 0.00       |
|   |           |                                   |   |              | 0.00       |
|   |           |                                   |   |              | 0.00       |
|   |           |                                   |   |              | 0.00       |
| PURCHASE JUSTIFICATION  |           |                                   |   | SHIPPING     |            |
| State Contract #01513. Preliminary purchase order acting as an intent to purchase one (1) Freightliner dump truck and chassis. This purchase will only be activated following council approval. Note this request is for the cab and chassis only, an additional purchase order for approximately \$90K from OSW Equipment will be requested once the cab and chassis order is confirmed. This order confirmation will be established by midyear of 2022. |           |                                   |   | SUBTOTAL     | 134,006.24 |
|   |           |                                   |   | Tax (8.8%)   | 11,122.52  |
| APPROVING MANAGER   |           |                                   |   | TOTAL        | 145,128.76 |

Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.  
 Please notify the Department Contact immediately if you are unable to ship as specified.

Please send a copy of your invoice attention of:

City of Shelton  
 Public Works Department  
 525 W. Cota Street  
 Shelton, WA 98584



March 31, 2022

OSW Equipment & Repair, LLC  
20812 Broadway Ave.  
Snohomish, WA 98296

**Re: Washington State Contract 01117, Letter of Intent to Purchase 12-Yard Dump  
Truck Body and Upfit, Quote #220209SH**

OSW Equipment & Repair, LLC:

The City of Shelton intends to order the dump body and additional products, as detailed in Quote #220209SH for the quoted price of \$97,481.46. We will be taking this purchase to our Council for approval on April 19, 2022, and a signed Purchase Order will be provided to you by April 20, 2022.

Please feel free to contact Kalin Somero, Public Works Master Mechanic, by email at [kalin.somero@sheltonwa.gov](mailto:kalin.somero@sheltonwa.gov), if you have any questions.

Thank you,

A handwritten signature in blue ink, appearing to read "Jeff Niten", is written over the "Thank you," text.

Jeff Niten  
City Manager, City of Shelton

Enclosures



**CITY OF SHELTON  
COUNCIL BRIEFING REQUEST  
(Agenda Item E5)**

Touch Date: 01/18/2022  
Brief Date: 04/19/2022  
Action Date: 05/03/2022

Department: Administrative Services  
Presented By: Michelle Sutherland, Director

**APPROVED FOR COUNCIL PACKET:**

Action Requested:

**ROUTE TO:**

**REVIEWED:**

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

\_\_\_\_\_

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\_\_\_\_\_

PROGRAM/PROJECT TITLE:  
Revision of City Manager Contract

ATTACHMENTS:  
Resolution No. 1235-0322  
City Manager Contract

☐

Ordinance

☒

Resolution

☒

Motion

☐

Other

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

Minor revisions of the City Manager contract per City Council. Revised were Section 3.f. to allow the City Manager to attend two state conferences per year; Section 3.j. allot vacation of 160 hours per year, striking 40 hours of unpaid executive leave; Section 5, strike language stating the performance review will occur in advance of the adoption of the annual operating budget.

**ANALYSIS/OPTIONS/ALTERNATIVES:**

N/A

**BUDGET/FISCAL INFORMATION:**

None

**PUBLIC INFORMATION REQUIREMENTS:**

N/A

**STAFF RECOMMENDATION/MOTION:**

Staff recommends: "I move to forward Resolution No. 1235-0322 and revisions to the City Manager employment agreement to the May 3<sup>rd</sup> action agenda".

**RESOLUTION NO. 1235-0322**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SHELTON,  
MASON COUNTY, WASHINGTON, AMENDING THE EMPLOYMENT  
AGREEMENT BETWEEN THE CITY AND CITY MANAGER  
JEFFREY NITEN**

**WHEREAS**, the City Council of the City of Shelton desires to amend the employment agreement between the City of Shelton and Jeffrey Niten as the City Manager for the City pursuant to Chapter 35A.13 RCW, and

**WHEREAS**, the City and Mr. Niten desire to provide for certain procedures, benefits, and requirements regarding his employment with the City.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Shelton, Washington, that the amended employment agreement attached hereto and incorporated in “Attachment A” is approved.

**INTRODUCED** on the 19<sup>th</sup> day of April 2022 and **PASSED** by the City Council on this the 3rd day of May 2022.

Attest:

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

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

**City Manager Employment Agreement**  
**2022 Amendment**

This agreement is made and entered into between the City of Shelton, Washington, hereinafter referred to as the CITY, and Jeffrey Niten, hereinafter referred to as the CITY MANAGER, pursuant to these terms and conditions:

WHEREAS, in 2018, the City hired Jeffrey Niten as City Manager of the City of Shelton; and

WHEREAS, the Parties executed an Employment Agreement on December 11, 2018; and

WHEREAS, the Parties desire to amend certain terms of the 2018 Employment Agreement.

NOW, THEREFORE, the City and the City Manager agree to the following:

**Section 1. Scope of Authority, Duties, and Responsibilities**. The City Manager shall assist the City Council in the performance of its duties and shall do all things required of him by the City Council to assist in the administration of the business of the City government; and shall oversee and supervise the various City departments and shall assist in the coordination and liaison of the City business between the City Council and the various City officers and City departments.

Consistent with RCW 35A.13.080, the City Manager's powers and duties shall be as follows. The City Manager shall have authority to delegate the responsibilities outlined in this chapter as the City Manager deems appropriate.

- a. To have general supervision over the administrative affairs of the City;
- b. To appoint and remove at any time all department heads, officers, and employees of the City, except members of the Council, and subject to the provisions of any applicable law, rule, collectively bargained agreement, or regulation relating to civil service;
- c. To attend all meetings of the Council at which his attendance may be required by that body;
- d. To see that all laws and ordinances are faithfully executed, subject to the authority which the Council may grant the mayor to maintain law and order in times of emergency;
- e. To recommend for adoption by the Council such measures as he may deem necessary or expedient;

- f. To prepare and submit to the Council such reports as may be required by that body or as he may deem it advisable to submit;
- g. To keep the Council fully advised of the financial condition of the City and its future needs;
- h. To prepare and submit to the Council a proposed budget for the fiscal year, as required by chapter 35A.33 RCW, and to be responsible for its administration upon adoption;
- i. To perform such other duties as the Council may determine by ordinance or resolution.

In addition, consistent with Shelton Municipal Code § 2.18.030, the City Manager shall have the following specific duties.

- a. Under the direction and authority of the Council, he shall supervise, administer and coordinate the activities and functions of the various City officers and departments in carrying out the requirements of City ordinances and the policies of the City Council, and to administer and supervise the carrying out of the decisions, regulations and policies of the various City departments, as designated from time to time by the Council.
- b. He shall regularly report to the Council concerning the status of all assignments, duties, projects and functions of the various City offices and departments.
- c. He shall supervise all purchasing and expenditures by the various City offices, departments, commissions and boards.
- d. He shall meet with the City Council as often as is necessary to keep them informed of the status and result of departmental operations and projects.
- e. He shall represent the City of Shelton at meetings with other governmental units, agencies, commissions and associations as directed by the Council.
- f. He shall undertake special projects at the request of the City Council.
- g. He shall be informed about and remain cognizant of federal and state grant and loan opportunities that could be of pecuniary value to the City of Shelton, and shall alert the proper City officials to any opportunities for federal and state grants which could benefit the City of Shelton.

**Section 2. Hours of Work.** The City Manager acknowledges that the proper performance of the duties of the City Manager will require the City Manager to generally observe normal business hours and will also require the performance of necessary services outside of normal business hours. The City Manager agrees to devote such additional time as may be necessary

for the full and proper performance of the City Manager's duties and responsibilities and that the compensation herein provided includes compensation for all such services. The City Manager shall remain in the exclusive employ of the City and shall not accept any outside professional employment that in any way interferes with the performance of the City Manager's duties.

**Section 3. Salary and Benefits.** The City shall compensate the City Manager with the following compensation and benefits:

- a. The City shall compensate the City Manager with an annual salary of \$130,000 in the first year of employment. As required by SMC §2.18.040, the salary of the City Manager shall be approved by the City Council in the annual budget. The City Manager's salary may not be reduced unless budget restraints require an across-the-board reduction in non-represented City staff salaries. Any such reduction shall be no greater than the percentage reduction applied to other staff salaries.
- b. The City Council may, in its discretion, elect to compensate the City Manager with an annual salary bonus not to exceed 5% of the City Manager's annual salary. Such bonus may only be awarded upon the completion of established performance standards and goals that exceed normal employment requirements. These performance standards and goals shall be mutually agreed upon by the Parties and formalized in writing.
- c. The City Manager shall receive Social Security, Medicare, and L&I benefits as may be required by law. The City Manager shall receive medical benefits to the same extent as other exempt management staff.
- d. The City shall pay the annual premium toward the purchase of a life insurance policy having an aggregate amount equal to one year of the City Manager's base salary.
- e. The City shall match deferred compensation toward the Washington State PERS deferred compensation program, up to a maximum of 2% of base salary.
- f. The City shall pay for memberships to the International City Manager's Association and the Washington City Council Management Association. The City shall pay for ~~one~~two travel and expenses to ~~one~~two state conferences per year. The City Council may allow additional funding for travel and expenses to additional professional conferences and trainings if the budget allows.
- g. The City Manager shall receive an automobile allowance of \$300 per month, in lieu of mileage reimbursement.
- h. The City Manager shall receive a one-time stipend of \$3,000 for moving expenses.

- i. The City Manager shall be provided with a cellular mobile phone and a laptop computer or tablet for conducting City business.
- j. The City Manager shall be allotted 1620 hours of paid vacation leave time each year, which shall rollover from year to year but shall not exceed a maximum of 240 hours. ~~The City Manager shall also receive 40 hours of unpaid Executive Leave each year, which shall not rollover or accrue.~~
- k. The City Manager shall receive the same sick leave benefits authorized by the City for other management staff.

**Section 4. Term, Removal, and Resignation.** The City Manager shall begin employment as the City Manager on January 14, 2019 and shall serve at the pleasure of the City Council, subject to the provisions in this Agreement, the City code, and state law.

- a. The City Manager may be removed by a majority vote of the City Council. At least thirty days before the effective date of his ~~or her~~ removal, the City Manager must be furnished with a formal statement in the form of a resolution passed by a majority vote of the City Council stating the Council's intention to remove him and the reasons therefore. Upon passage of the resolution stating the Council's intention to remove the City Manager, the Council by a similar vote may suspend him from duty, but his pay shall continue until his removal becomes effective.
- b. The City Manager may, within thirty days from the date of service upon him of a copy of the City Council's resolution described in §34(a), reply in writing to the resolution. In the event no reply is timely filed, the resolution shall upon the thirty-first day from the date of such service constitute the final resolution removing the City Manager and his services shall terminate upon that day. If a reply shall be timely filed with the City Clerk, the City Council shall fix a time for a public hearing upon the question of the City Manager's removal and a final resolution removing the manager shall not be adopted until a public hearing has been had. The action of the City Council in removing the City Manager shall be final.
- c. In the event that the City Manager chooses to terminate his appointment as City Manager, he shall provide the City Council with a written statement of resignation at least thirty days prior to the effective date of the resignation.

**Section 5. Severance Pay for Involuntary Termination without Cause.** If the City Council terminates the City Manager's appointment without cause, the City Manager shall receive a lump sum equal to ~~six-six~~ (66) months' base salary at the time of the City Manager's termination. In addition, the City shall pay for health, medical, and dental coverage contributions to continue existing coverage pursuant to COBRA for six (6) months following the

date of termination. The City Manager shall not receive any severance in the event that he resigns or he is terminated for cause.

For purposes of this Agreement, any one of the following shall be grounds to terminate this Agreement for cause:

- a. Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by a City Manager under City code and/or the laws of the United States or the State of Washington.
- b. Conduct relating to City employment that violates Shelton Personnel Policies or other reasonable standards of professional conduct in a substantial manner.
- c. Conviction of any criminal act relating to employment with the City or any other act or non-act affecting the ability of the City Manager to carry out the duties and responsibilities of the position.
- d. Conviction of any felony offense.
- e. Mental or physical unfitness that prevents the City Manager from carrying out the essential functions and duties of the position of City Manager.

**Section 5. Evaluation and Professional Development.** The City Council shall review and evaluate the performance of the City Manager at least once annually ~~in advance of the adoption of the annual operating budget~~. Annual performance review shall be in accordance with criteria developed by the City Council.

**Section 6. Indemnification.** Pursuant to and subject to SMC §2.82, the City shall defend the City Manager and his marital community from any claim, suit, or other legal action brought against the City Manager in conducting business of the City where the City Manager's alleged acts or omissions were done in good faith and were, or in good faith are purported to be, within the scope of his official duties. This does not apply to alleged criminal acts unless the City Council so determines in its discretion and in accordance with law. The City Manager shall be covered under the City's liability insurance policy for covered acts or omissions occurring in the performance of his duties as a City Official, on the same basis and to the same extent other City Officials are so covered. The City shall bear the full cost of any public official bond required of the City Manager under any law or ordinance.

**Section 7. General Provisions.** The text herein shall constitute the entire Agreement between the parties. If any provision, or any portion thereof, contained in this Agreement is

held unlawful, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The parties agree to immediately renegotiate any part or provision in this agreement rendered or declared invalid. The parties may amend this Agreement only by express written consent. This Agreement is contingent upon approval by the City Council.

**Section 8. Waiver of Residence Requirement.** Pursuant to RCW 35A.15.050, the City Council agrees to waive the requirement that the City Manager reside within the City, ~~so long as the City Manager agrees to reside within the Shelton Urban Growth Area or within 5 miles of the City,~~ so long as the City Manager agrees to reside within the Shelton Urban Growth Area or within 5 miles of the City.

IN WITNESS WHEREOF,

FOR THE CITY:

CITY MANAGER:

\_\_\_\_\_  
Mayor ~~Bob Rogers~~ Eric Onisko

Date

\_\_\_\_\_  
Jeffrey Niten

Date



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E6)

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

Department: Community Development  
Presented By: Mark Ziegler

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

#### PROGRAM/PROJECT TITLE:

**Hearing Examiner Services  
Contract**

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

#### ATTACHMENTS: **Contract**

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

The Hearing Examiner performs all duties established in Chapter 2.36 and of the Shelton Municipal Code. Other pertinent Municipal Code sections include Title 15 (Water); Title 17 (Permit Review and Processing); Title 18 (Building, Construction, Mobile/Manufactured Homes and Flood Damage Prevention); Chapter 19 (Subdivisions), and Chapter 20 (Zoning) as well as such other services as may be prescribed by Shelton Municipal Code as it now exists or is hereafter amended.

The bulk of the Examiner's workload is expected to be quasi-judicial land use cases, including major plats, conditional use permits, binding site plans, variances, shoreline permits, appeals of certain administrative actions, site-specific rezones, etc. In general Shelton's Hearing Examiner holds public hearings and decides matters related to the powers as outlined in Shelton Municipal Code Chapter 2.36.110 including but not limited to:

- Request for variances and conditional use permits
- Preliminary plat approvals
- Substantial development permits
- Appeals from administrative decisions

Staff advertised a request for qualifications on February 4, 2022 and two firms provided responses. Sound Law Center was the most qualified firm based on staff review.

### ANALYSIS/OPTIONS/ALTERNATIVES:

### BUDGET/FISCAL INFORMATION:

The Hearing Examiner Services are offset approximately 80% by fees associated with the specific hearing.

### PUBLIC INFORMATION REQUIREMENTS:

### STAFF RECOMMENDATION/MOTION:

"I move that we forward the contract with Sound Law Center for Hearing Examiner Services to the action agenda of the May 3, 2022 City Council meeting for further consideration."

## CONTRACT FOR SERVICES

### City of Shelton Hearing Examiner Services

This Agreement is entered into by and between the City of Shelton, Washington, ("the City") and Andrew Reeves ("the Consultant"), of Sound Law Center, LLC, whose principal office is located at 4500 9th Avenue NE, Suite 300, Seattle WA 98105.

WHEREAS, the City has determined the need to have Hearing Examiner Services performed for its citizens; and

WHEREAS, the Shelton Municipal Code Chapter 2.36 allows the City Council to appoint a Land Use Hearing Examiner through a professional services contract "for the term and functions deemed appropriate by the Council"; and

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

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform services, as described on **Exhibit "A"** attached hereto and incorporated herein by this reference as if fully set forth in this contract.
2. **Compliance with Applicable Industry Standards, Laws and Requirements.** In performing such services, the Consultant shall at all times comply with all federal, state and local laws applicable to the performance of such services. It is the Consultant's responsibility to identify and comply with such laws, including but not limited to Washington's laws against discrimination; Washington's Industrial Safety and Health Act and associated regulations; Washington's Unemployment Compensation provisions, and any other applicable laws, statutes, regulations or requirements otherwise applicable to the services provided under this Agreement.
3. **Registration, Licensing and Bonding.** Consultant shall at all times maintain appropriate registration, licensing and bonding applicable to professional services to be performed pursuant to this Agreement, and has provided or will provide written evidence of the same to the City upon execution of this Agreement, and shall require and produce the same with respect to any subcontractors/assignees (if the same are authorized by the City to perform pursuant to the terms of this Agreement).
4. **Time Devoted.** The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the

Parties.

5. **Provisions of Facilities, Equipment, Personnel.** The Consultant shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
6. **Compensation and Method of Payment.** The City shall pay the Consultant for services rendered within thirty (30) days of receipt of an approvable invoice as well as the form titled, Exhibit "B", attached hereto and incorporated herein by this reference.

The Consultant shall provide Hearing Examiner services at a cost per the fee schedule as described in Exhibit "A" with a maximum one-hour time allotment for travel to and from the hearing (when necessary).

The Consultant shall complete and return Exhibit "C", Tax Identification Number, to the City prior to or along with the first billing voucher submittal. The Consultant is required to have a City Business license and no payment will be made until one is obtained.

7. **Provisions for Changes in Scope of Consultant Services.** The Consultant agrees to perform those services which are described in Exhibit "A" attached hereto. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental work program and upon the City's approval, shall be compensated on the same terms of this contract as previously stated, or in a manner mutually agreed upon by both parties.
8. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending one year after that date, unless sooner terminated under the provisions hereinafter specified. Provided, however, that this Agreement shall automatically renew each year unless one of the Parties gives the other thirty (30) days advance notice prior to the end date of the one-year term that the Party desires to terminate the contract at the end of the term.
9. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City's use of the documents, drawings, specifications, and other materials outside of the project intended.
10. **Independent Consultant.** The Consultant and the City agree that the Consultant is an Independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions,

including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

In accordance with Shelton Municipal Code, for the privilege of accepting or executing a contract with the City of Shelton, irrespective of whether goods or services are delivered within or outside the city, or whether the person's office is within or outside the city, the consultant is subject to the licensing requirements and business and occupation tax levied in SMC Chapters 5.04.030 and 3.52.060.

**11. Indemnification / Hold Harmless**

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**A. Insurance Term**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**B. No Limitation**

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

**C. Minimum Scope of Insurance**

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

1. Automobile Liability insurance shall be obtained by the Consultant, Sound Law Center, LLC, or any of its Independent Contractors covering all owned, non-owned, hired and leased vehicles (as applicable). Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01. The Consultant affirms that each of its Independent Contractors serving the City will maintain appropriate individual automobile insurance coverage throughout the course of the contract term between the parties. Further, the City shall be indemnified of any liability that may be associated with the work the Consultant or any Independent Contractors perform under the contract in relation to individual automobile liability insurance. Both parties acknowledge that the work the Consultant performs under this contract does not involve driving or the operation of a vehicle on behalf of, or for, the City.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**D. Minimum Amounts of Insurance**

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

**E. Other Insurance Provision**

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

**F. Acceptability of Insurers**

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

**G. Verification of Coverage**

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

**H. Notice of Cancellation**

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

**I. Failure to Maintain Insurance**

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

**J. City Full Availability of Consultant Limits**

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

**12. Record Keeping and Reporting.**

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination

hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

13. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit as allowed by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.
14. **Termination.** This Agreement may at any time be terminated for any reason by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Consultant will be paid for satisfactory work performed through the date of termination.
15. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap, or any other protected class.
16. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
17. **Entire Agreement.** This Agreement and Exhibits A, B, & C contain the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.
18. **Notices.** The designated project representative for the City of Shelton is:

**Mark Ziegler**  
Community Development Director  
525 West Cota Street  
Shelton, Washington 98584  
Phone number: (360) 432-5194  
Email: mark.ziegler@sheltonwa.gov

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

The designated project representative for the Consultant is **Andrew Reeves**. Notices to the Consultant shall be sent to the following address:

Contact: Andrew Reeves  
Address: 4500 9th Avenue NE, Suite 300  
Seattle, WA 98105  
Phone 916-541-3543  
Email: andrew@soundlawcenter.com

19. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Mason County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.
20. **Representation of Consultant.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in **Exhibit "A."** In the event that the Consultant is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project.
21. **Invoice and Activity Report.** The Consultant shall provide an activity report with each invoice highlighting services provided during the billing period, upcoming activities, and emerging management issues.

#### CONTRACT SIGNATURES

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022

CITY OF SHELTON

CONSULTANT

By: \_\_\_\_\_  
Eric Onisko, Mayor

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

Printed Name and Title:

\_\_\_\_\_

Attest/Authenticated:

\_\_\_\_\_  
City Clerk (or witness to signature)



## EXHIBIT A

### Contract Scope & Fees

The Consultant shall perform all duties required of the Hearing Examiner, as detailed in the Shelton Municipal Code, including presiding over quasi-judicial land use application hearings, administrative appeal hearings, and other matters assigned by the Council.

For these services, the City shall pay the consultant a monthly “base” fee of \$825.00. This amount covers the Consultant’s administrative costs and ensures that Andrew Reeves (or a pro-temp hearing officer) is available to conduct hearings for the City of Shelton on land use and other quasi-judicial matters assigned to the Hearing Examiner. As part of the base fee:

- The City may select one regular, “guaranteed” 3-hour monthly time slot, in consultation with the Consultant, wherein a hearing officer will be available to serve the City in providing hearings using remote meeting technology. This could be a daytime or evening slot.
- SLC will prepare Hearing Examiner Rules of Procedure specific to the City and update them, as needed.
- SLC will produce an Annual Report detailing the matters it has heard along with recommendations on improvements to the hearing examiner process and/or municipal code.
- SLC will provide one annual training session for City staff on a mutually agreed upon topic.

The monthly base fee does not cover fees associated with specific hearings. The Consultant’s contract rate for hearing examiner services is \$225/hr. All appeals are billed at the hourly rate.

The following commonly heard application permits shall be billed at the following flat rates:

| \$1,500   | \$3,000  | \$3,850  |
|---|--|--|
| Single-Family Residential Variances               | Commercial/Industrial Variances and CUPs         | Multi-Permit Applications                        |
| Single-Family Residential Conditional Use Permits | Multi-Family Residential Variances and CUPs      | Preliminary Plats                                |
|   | Single-Family Residential Reasonable Use Permits | Shoreline Permits (other than stand-alone SSDPs) |
|   | Shoreline Substantial Development Permits        | Special Use Permits                              |

**EXHIBIT B**

City of Shelton  
Billing Voucher

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

Submittal No.: \_\_\_\_\_

Consultant: \_\_\_\_\_ Telephone: (    ) \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Project Title: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Amount requested this invoice: \$ \_\_\_\_\_

Invoice Number: \_\_\_\_\_ Date of Invoice: \_\_\_\_\_ (Attach Invoice)

\_\_\_\_\_  
Authorized Signature

-----  
**BUDGET SUMMARY**

Total contract amount            \$ \_\_\_\_\_

Previous payments                \$ \_\_\_\_\_

Current request                    \$ \_\_\_\_\_

Total requested this  
contract to date                    \$ \_\_\_\_\_

Balance remaining                 \$ \_\_\_\_\_

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

*For Department Use Only*

\_\_\_\_\_  
Community Development Director

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

## EXHIBIT C

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

### TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shelton, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business.

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

Please check the appropriate category:

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

Tax Identification #: \_\_\_\_\_

UBI #: \_\_\_\_\_

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

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

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

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

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

Business e-mail: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (required)

\_\_\_\_\_  
Date



## 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 approve Resolution No. 1227-0222 as presented".

## **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 approve Resolution No. 1233-0322 declaring the structure located at 218 South 5<sup>th</sup> Street as surplus."

**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.

---

Mayor Onisko

ATTEST:

---

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. This item was considered on the Council business agenda on April 5, 2022 and City Council directed a change to two sections of the proposed Ordinance.

Staff has further revised the Ordinance including Sec. 20.38.030 (D) to allow up to five business days for the removal of temporary signs. Additionally, Sec. 20.38.030 (E) has been revised to reflect City Council direction to allow up to 90 days for temporary signage.

### ANALYSIS/OPTIONS/ALTERNATIVES:

City Council may choose to adopt the Ordinance as drafted, direct staff to make additional changes to the proposed Ordinance or leave the Municipal Code currently in effect to remain.

### BUDGET/FISCAL INFORMATION:

None

### PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

### STAFF RECOMMENDATION/MOTION:

"I move to adopt Ordinance No. 1985-0322 as presented".

## **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.

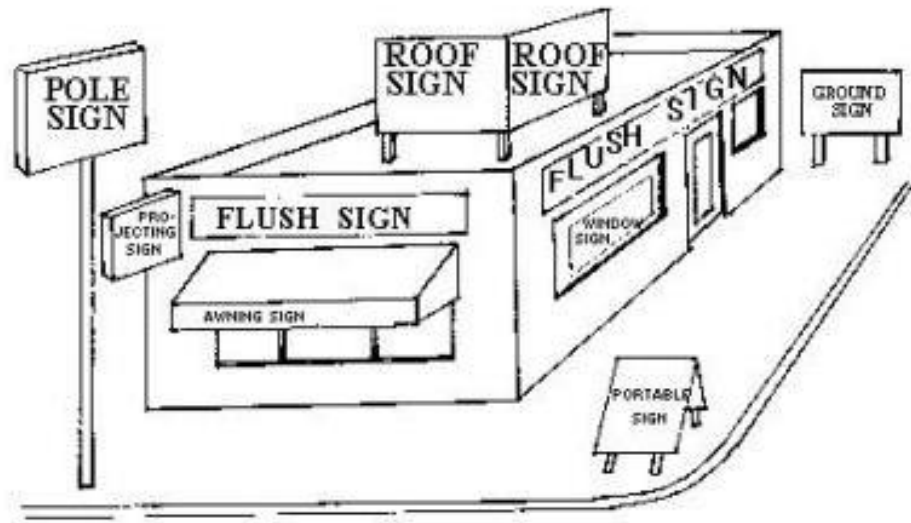
“Structural alteration” means any action that changes the height, size or shape of the sign or any action that affects the base or support(s) of the sign. When a sign is structurally altered, it ceases to be a legal nonconforming sign and must conform with the provisions of this chapter.

“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 five (5) business days 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 90 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.<br>(maximum allowed<br>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

JN

### 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. City Council considered this Ordinance as part of their business agenda on April 5, 2022 and requested staff research and propose a code provision that will provide relief to property owners impacted multiple times by graffiti.

This new code section requires abatement within twenty (20) days of a voluntary correction notice agreement, however when a property owner notifies the city of each instance of graffiti and abates the graffiti within the time period specified above, the abatement period is extended to 180 days for the third and any subsequent graffiti impacts.

### ANALYSIS/OPTIONS/ALTERNATIVES:

Council can adopt the Ordinance as presented, direct staff to make additional changes to the current draft or decline to adopt this proposal.

### BUDGET/FISCAL INFORMATION:

None

### PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

### STAFF RECOMMENDATION/MOTION:

"I move to adopt Ordinance No. 1986-0322 as presented".

**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.

A. A building or other structure vandalized or otherwise impacted by graffiti three (3) or more times within a sixty (60) day period shall have one hundred eighty (180) days to abate the nuisance provided:

1. Each instance of graffiti has been reported to the City of Shelton, and
2. Each instance of graffiti has been abated within the twenty (20) calendar days required by SMC 8.80.040.

**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:

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Donna Nault, City Clerk