



Shelton City Council  
Meeting Agenda – Virtual Platform  
May 3, 2022 at 6:00 p.m.

**A. Call to Order**

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

**B. Council Reports**

**C. Consent Agenda (Action)**

1. Vouchers numbered 107300 through 107307 in the total amount of \$2,936.62
2. Vouchers numbered APA000340 through APA000388 in the total amount of \$202,774.73
3. Payroll warrants numbered 3911 through 3912 and 8546 through 8587 and 8588 through 8690. Warrants 107203 through 107222 in the amount of \$807,348.20
4. Payroll warrants numbered 3913 and 8691 through 8733 and 8734 through 8837. Warrants 107256 through 107275 in the amount of \$853,145.62
5. Minutes:
  - Business Meeting of April 5, 2022
  - Study Session of April 12, 2022

**D. Presentations**

1. Proclamation – National Public Works Week
2. Habitat for Humanity

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

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

No business items.

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

1. YMCA Purchase and Sale Agreement – Presented by City Manager Jeff Niten
2. Resolution No. 1231-0222 ILA with Mason Transit Authority – Presented by City Engineer Ken Gill
3. Resolution No. 1235-0322 Approval of City Manager Contract – Presented by Administrative Services Director Michelle Sutherland
4. Hearing Examiner Services Contract – Presented by Community Development Director Mark Ziegler
5. LTAC Appointments – Presented by City Clerk Donna Nault

**H. Administration Reports**

1. City Manager Report

**I. New Items for Discussion**

**J. Announcement of Next Meeting – May 17, 2022 at 6:00 p.m.**

**K. Adjourn**

***Special Note for Public Participation***

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

*The public can provide comments by:*

*Email: [jeff.niten@sheltonwa.gov](mailto:jeff.niten@sheltonwa.gov) Telephone: (360) 432-5105*

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

*Your comments will be relayed directly to the Council.*



# 2022 Looking Ahead

(Items and dates are subject to change)

Tues. 5/10 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>FCS Group - ER&amp;R Presentation</li> </ul>	Packet Items Due: 5/6 @ noon
Tues. 5/17 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> <li>March Financial Status Report</li> </ul> Presentation <ul style="list-style-type: none"> <li>Homelessness Survey</li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li>Ordinance No. 1984-0222 Shelton Municipal Code Chapter 20.08 and 20.64</li> <li>Ordinance No. 1983-0122 Animal Control</li> <li>Ordinance No. 1987-0422 Ch. 20.47.010 Related to Camping on Private Property</li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 5/6 – 5:00 p.m.
Tues. 5/24 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Stormwater Management Plan</li> </ul>	Packet Items Due: 5/20 @ noon
Tues. 6/7 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li></li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 5/27 – 5:00 p.m.
Tues. 6/14 6:00 p.m.	Study Session	Study Agenda <ul style="list-style-type: none"> <li>Public Works Laydown Yard</li> </ul>	Packet Items Due: 6/10 @ noon
Tues. 6/21 5:45 p.m.	SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda <ul style="list-style-type: none"> <li></li> </ul> Administration Report <ul style="list-style-type: none"> <li></li> </ul>	Packet Items Due: 6/10 – 5:00 p.m.
Tues. 6/21 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>Vouchers/Payroll Warrants/Meeting Minutes</li> <li>April Financial Status Report</li> </ul> Business Agenda <ul style="list-style-type: none"> <li></li> </ul> Action Agenda	Packet Items Due: 6/10 – 5:00 p.m.

		<ul style="list-style-type: none"> <li>• Administration Report</li> <li>•</li> </ul>	
Tues. 6/28 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 6/24 @ noon
Tues. 7/5 6:00 p.m.	Regular Meeting	Consent Agenda <ul style="list-style-type: none"> <li>• Vouchers/Payroll Warrants/Meeting Minutes</li> </ul> Business Agenda <ul style="list-style-type: none"> <li>•</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: 6/24 – 5:00 p.m.
Tues. 7/12 6:00 p.m.	Study Session	Study Agenda	Packet Items Due: 7/8 @ noon
Tues. 7/19 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: 7/8 – 5:00 p.m.

Other – TBD

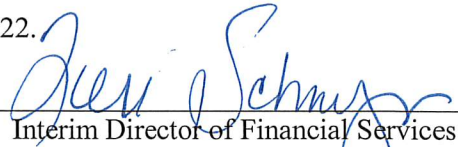
- UGA/Annexation Policy (Water/Sewer Extensions)
- More Standing Committees by the Council
- Water and Sewer Fee Schedule Revisions (Ordinance removing rates from SMC)
- Public Hearing Ordinance No. 1968-0321 Water Comp Plan Adoption



## 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 107300 through number 107307 in the total amount of \$2,936.62 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 22 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

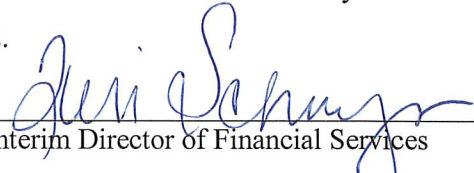
\_\_\_\_\_  
Councilmember Deidre Peterson

\_\_\_\_\_  
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 APA000340 through number APA000388 in the total amount of \$202,774.73 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.

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Councilmember James Boad

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Councilmember Miguel Gutierrez

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

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Signed this 13<sup>th</sup> of April, 2022.

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

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

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

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

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

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

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Councilmember Gutierrez

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

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

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

**VOUCHER APPROVAL**

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Councilmember Gutierrez

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Councilmember McDowell

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

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



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

City Council Meeting Minutes

April 5, 2022 – 6:00 p.m.

Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

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

#### **Personnel:**

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

### **CALL TO ORDER**

Call to Order: 6:00 p.m.

Pledge of Allegiance: City Manager Niten

Roll Call: City Clerk Nault – All present

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

None.

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

### **CITY COUNCIL REPORTS**

None

### **CONSENT AGENDA**

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

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

### **PRESENTATIONS**

1. Proclamation – Child Abuse Prevention Month

Mayor Onisko read the Proclamation. Shelly Willis, Director of Family Education & Support Services, spoke regarding their organization and child abuse prevention strategies.

## **GENERAL PUBLIC COMMENT**

Dean Jewett

## **BUSINESS AGENDA**

1. Resolution No. 1227-0222 EMS Replacement Levy – Presented by City Manager Jeff Niten

City Manager Niten discussed the resolution allowing an EMS replacement levy for the August 2022 election. Discussion followed. No public comment.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Peterson to place Resolution No. 1227-0222 on the City Council Action Agenda for April 19, 2022 for further consideration. Passed.

2. Resolution No. 1233-0322 Surplus of 218 S 5<sup>th</sup> Street – Presented by Community Development Director Mark Ziegler

Community Development Director Mark Ziegler provided an overview of a City owned parcel and the abatement process. Discussion followed. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to place Resolution No. 1233-0322 on the April 19, 2022 City Council action agenda for further consideration. Passed.

3. Ordinance No. 1985-0322 Sign Regulations – Presented by City Manager Jeff Niten

City Manager Niten reviewed proposed changes to Shelton Municipal Code 20.38. Discussion followed. No public comment. City Clerk Nault provided the first reading of Ordinance No. 1985-0322.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Gutierrez to place Ordinance No. 1985-0322 on the April 19, 2022 action agenda for further consideration. Passed.

4. Ordinance No. 1986-0322 Graffiti Abatement – Presented by City Manager Jeff Niten

City Manager Niten reviewed a new code section that defines and identifies graffiti and required abatement. Discussion followed. No public comment. City Clerk Nault provided the first reading of Ordinance No. 1986-0322.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to place Ordinance No. 1986-0322 on the April 19, 2022 action agenda for further consideration. Passed.

## **ACTION AGENDA**

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

Deputy Mayor Schmit recused himself from the discussion due to his position on the MACECOM legislative and governing board. Community Development Director Ziegler discussed the MACECOM lease renewal agreement with the city. No discussion. No public comment.

A motion was made by Councilmember Gutierrez and seconded by Councilmember Peterson to approve the MACECOM Facilities Lease as presented. Passed.

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

Community Development Director Ziegler discussed a proposed annexation for an area in Peacock Ridge. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No. 1229-0222.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Peterson to approve Resolution No. 1229-0222 accepting a proposed annexation petition of the Peacock Ridge Area. Passed.

3. Resolution No. 1230-0222 Western Gateway Project Award – Presented by City Engineer Ken Gill  
City Engineer Gill reviewed the bid and award process for the Western Gateway Project. Discussion followed. Public Comment: Dale Campbell, Cameron Settlemyer and Cheryl Stewart. City Clerk Nault provided a reading of Resolution No. 1230-0222.

A motion was made by Councilmember Gutierrez and seconded by Deputy Mayor Schmit to adopt Resolution No. 1230-0222 as presented. Passed.

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

City Engineer Gill reviewed a contract amendment to the Western Gateway Engineering project. Discussion followed. No public comment. City Clerk Nault provided the reading of Resolution No. 1234-0322.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Peterson to adopt Resolution No. 1234-0322 as presented. Passed.

5. Bargaining Agreement with Customer Service – Presented by Administrative Services Director Michelle Sutherland

Administrative Services Director Sutherland reviewed the negotiated three-year City and IAMAW Woodworkers collective bargaining agreement. No discussion. No public comment.

A motion was made by Deputy Mayor Schmit and seconded by Councilmember Gutierrez to approve the Agreement between the City of Shelton and the IAMAW Woodworkers representing all full-time and part-time employees in Customer Service for the period of January 1, 2022 through December 31, 2024. Passed.

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

- April 16, 2022 – Downtown Spring Clean Up Project
- SC Johnson Plastic Recycling Program
- Review Looking Ahead

#### **NEW ITEMS FOR DISCUSSION**

None

#### **ANNOUNCEMENT OF NEXT MEETING**

Study Session – April 12, 2022 at 6:00 p.m.

City Council meeting – April 19, 2022 at 6:00 p.m.

#### **MEETING ADJOURN**

Mayor Onisko adjourned the meeting at 7:14 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault



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

Study Session Special Meeting Minutes

April 12, 2022 – 6:00 p.m.

Virtual Platform

### **COUNCILMEMBERS AND PERSONNEL**

#### **Councilmembers:**

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

#### **Personnel:**

City Manager Jeff Niten  
City Clerk Donna Nault

### **CALL TO ORDER**

Call to Order: 6:00 p.m.

Roll Call: City Clerk Nault – Absent: Councilmember Deidre Peterson

A motion was made by Councilmember McDowell and seconded by Deputy Mayor Schmit to excuse the absence of Councilmember Peterson. Passed.

### **STUDY AGENDA**

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

City Manager Niten discussed changes to Shelton Municipal Code Chapter 7.02.010. Discussion followed.

### **NEW ITEMS FOR DISCUSSION**

None

### **ADJOURN**

Mayor Onisko adjourned the meeting at 6:49 p.m.

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Mayor Eric Onisko

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City Clerk Donna Nault





***City of Shelton***  
***National Public Works Week Proclamation***

May 15 – 21, 2022

*“Ready and Resilient”*

**WHEREAS**, public works professionals focus on infrastructure, facilities, emergency management, and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of Shelton; and

**WHEREAS**, these infrastructures, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are federally mandated first responders, and the engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders, and children in Shelton to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works first responders and public works programs in their respective communities; and,

**WHEREAS**, the year 2022 marks the 62<sup>nd</sup> annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

**NOW THEREFORE BE IT RESOLVED**, I, Mayor Eric Onisko, do hereby designate the week May 15 – 21, 2022 as National Public Works Week; I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

SIGNED this 3<sup>rd</sup> day of May 2022, in Shelton, Washington.

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Eric Onisko, Mayor



# **Habitat** **for Humanity**® of Mason County

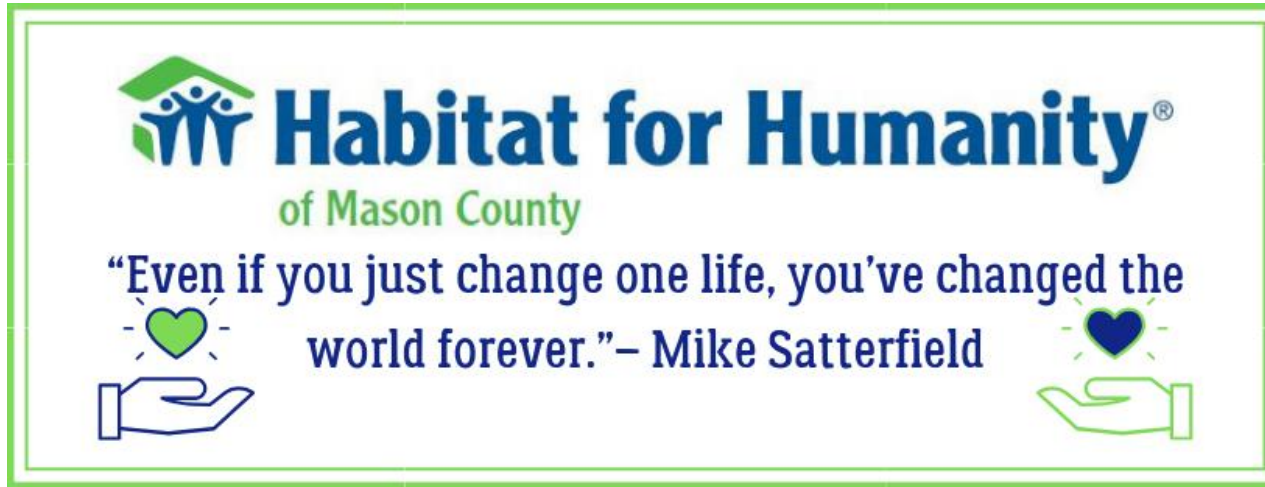
Scotty Mills President of the Board  
Marty Crow Executive Director/COO

# Who We Are

# What We Do

# Why We Do It

# How You Can Help



Established in Mason County in 1996

Mission Statement

Habitat for Humanity of Mason County is a faith-based housing ministry partnering with the community to improve, maintain and build affordable quality housing for those in need.

Let's build a stronger community - **together!**

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# Habitat for Humanity believes that all people deserve a simple, decent, affordable place to live.

Since the Habitat for Humanity Mason County Affiliate first began in 1996, Habitat Mason has built more than 35 homes in Mason County by partnering with families, individuals, congregations, businesses, civic groups and other organizations to lend a hand up, not a hand out, to those in need of better housing.

The Home Preservation Program has improved 100's of homes throughout Mason County, improving the quality of life for many members of our community.

## We Build and Renovate Homes!

We partner with our community to build and renovate homes to help provide the opportunity of home ownership for those in need. We help families in need realize their goal of home ownership. We believe a strong family starts with a quality, safe and affordable home.

## We Enhance Lives!

Our Home Preservation Program helps community members in need, improve and maintain their homes with maintenance and safety improvements. We partner with homeowners, our volunteers and the community to help homeowners maintain a safe, decent and affordable home.

## We Help the Environment!

Both of our Habitat Store locations sell donated building materials and household goods in new or gently used condition. This rescues thousands of tons from our landfills and sides of our roads every year.



Let's build a stronger community - **together!**

## Three Primary Habitat Mason challenges!

1. Land Acquisition & Development cost increases
2. Construction Cost Increases
3. How to fund our mission in this accelerating economy. (Community Partnership)

Lake Boulevard project overview

## Land Acquisition & Development Costs

Increase cost of lot/land purchases.

Undeveloped lots in the City of Shelton have doubled in cost over the last five years \$25K - \$50K.

Increase costs of development.

Recent small lot (30' X 100') development quote for; dig out, water/sewer taps and backfill \$38K.

Infrastructure, capital & Permit fees for City, County and PUD.

Current project costs for City and PUD permits, fees and capital assessments is \$15K for a small two-bedroom home on Harvard Ave. which is about 12-15% of our total construction costs.

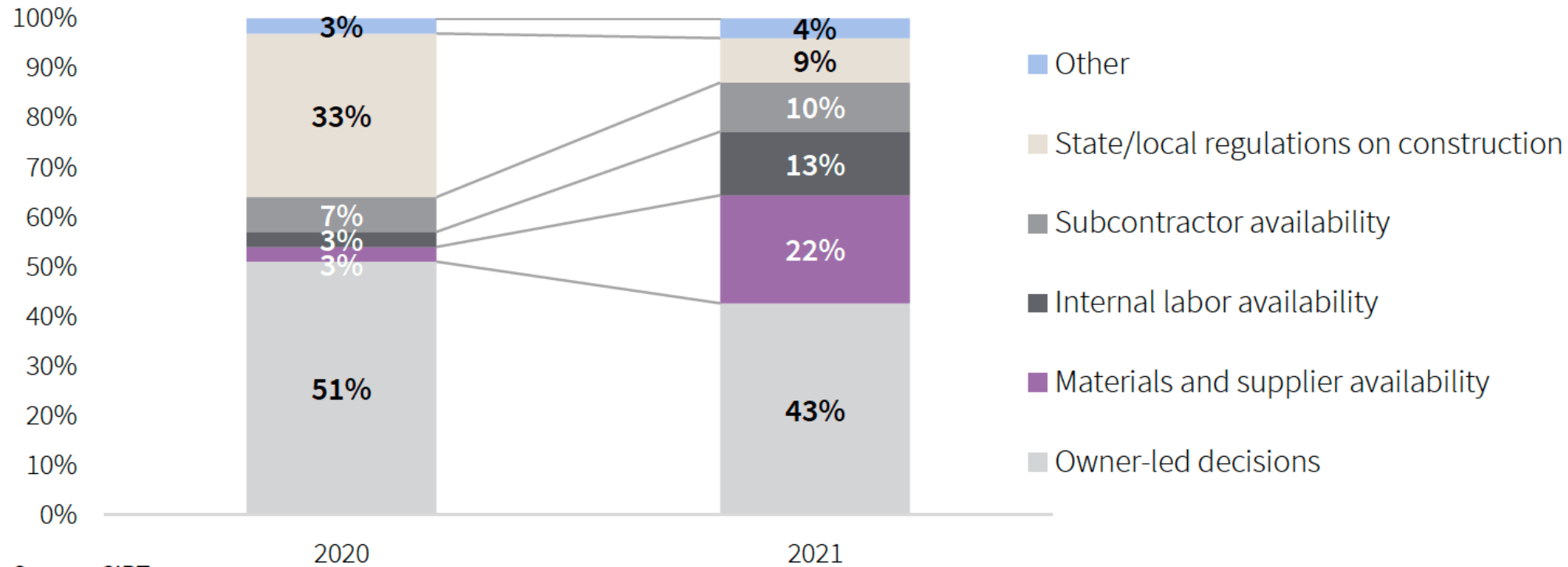


## Construction Cost increases

<b>3031 Square foot house in Boise, ID</b>				
	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>% increase</b>
<b>Cost of House</b>	<b>\$ 471,500</b>	<b>\$ 505,000</b>	<b>\$ 746,671</b>	<b>58%</b>
Concrete	\$ 15,747	\$ 17,190	\$ 32,088	104%
Lumber	\$ 29,000	\$ 32,000	\$ 104,899	262%
Trusses	\$ 12,000	\$ 13,923	\$ 29,500	146%
Drywall	\$ 21,492	\$ 24,057	\$ 26,976	26%
Plumbing, Electrical, HVAC	\$ 28,416	\$ 32,380	\$ 42,241	49%
Paint	\$ 9,800	\$ 11,852	\$ 16,495	68%
Trim & Cabinets	\$ 31,302	\$ 38,899	\$ 52,690	68%
Appliances	\$ 4,000	\$ 5,225	\$ 6,587	65%
<b>Final Owner Price</b>	<b>\$ 589,500</b>	<b>\$ 670,000</b>	<b>\$ 946,671</b>	<b>61%</b>
<b>Lot, Development &amp; House</b>				
Bloomberg Article Dated June 3, 2021				

# Causes of construction delays

## Top causes of project delays and cancellations



Source: CIRT

## Funding our Mission in Mason County

Retail store income

Private and civic group donations

Grant funding from local foundations

In-kind donation from local businesses and organizations

Volunteer hours that support 80% of our build

We also work with our lending partners to provide Home Owners the ability to apply for Down Payment Assistance grants and loans to help bridge the gap between qualified loan amount and cost to construct.

Funding needs include;

- Support for increased infrastructure and development costs.

- Partnering with City or Municipality to apply for available State or Federal funding.

- Opportunities exist that can only be accessed via a mutual community partnership with a government entity.

We missed a viable grant opportunity in December and have another window of opportunity this Spring which will allow us to apply for Department of Commerce **CDBG General Purpose Grant Funds**.

MARCH 17, 2022

## Commerce now accepting applications for CDBG General Purpose Grants application

Up to \$11 million available to help fund high-priority local projects throughout **Washington**

Applications are open through the **Community Development Block Grant (CDBG) program**. Funds available through this opportunity assist small cities, towns and counties in carrying out priority community and economic development projects that benefit low- and moderate-income people.

**Eligible activities** include the planning or construction of public infrastructure, community facilities, affordable housing and economic development projects. Application materials contain additional information about these activities.

**Maximum grant** up to \$1 million based on project type.

**Eligible applicants** include non-entitlement cities and towns with populations less than 50,000 and counties with populations less than 200,000. Special purpose districts, public housing authorities, community action agencies, economic development councils and Tribes are not eligible to apply but may be partners in projects through an eligible city/town or county applicant.

This is a competitive application process. Please review the 2022 General Purpose Grant **[Program Overview and Application Tips](#)** before applying.

**[Applications](#)** are due to the Department of Commerce by 5 p.m. June 1.

### Questions?

Contact Jon Galow at [jon.galow@commerce.wa.gov](mailto:jon.galow@commerce.wa.gov).

## Lake Boulevard Project overview

Habitat purchased two parcels from a Mason County surplus land sale in Nov of 2020

Started preliminary lot design and review with the City of Shelton in the Spring of 2021.

Habitat is ready to move forward to build multiple homes for families in need if we can get help with infrastructure costs. Without help we are building infrastructure not affordable homes.

Preliminary planning requires;

- Lot subdivision to allow 6-8 homes.

- Water system loop between Beverly and Lake Blvd..

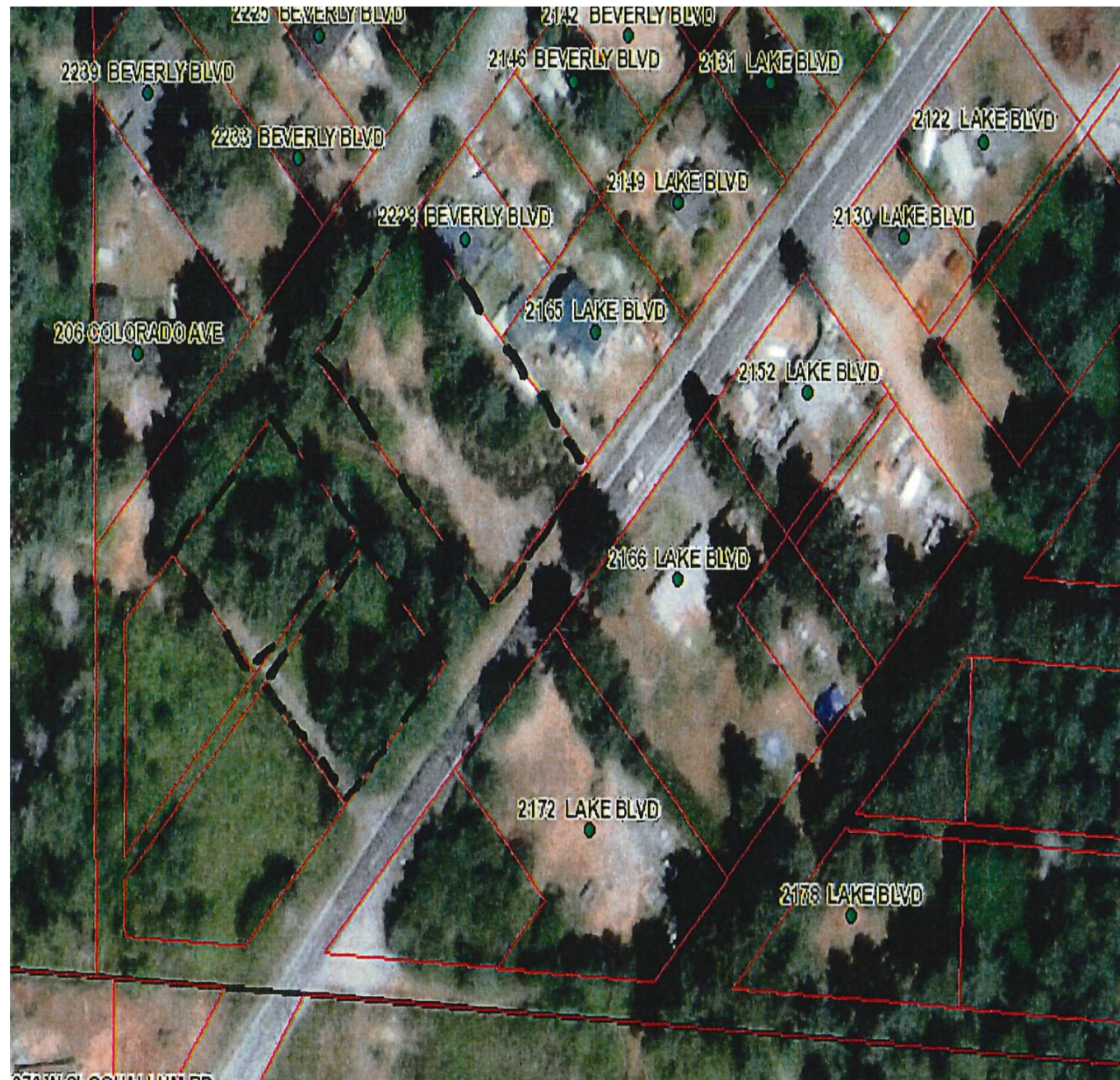
- Construction of a City street and alley ways dividing the lots.

- Sewer and storm water infrastructure buildout.

- Power system buildout and related capital fees.

- Potential curb, gutter and sidewalks





2225 BEVERLY BLVD  
2142 BEVERLY BLVD  
2239 BEVERLY BLVD  
2233 BEVERLY BLVD  
2146 BEVERLY BLVD  
2131 LAKE BLVD  
2122 LAKE BLVD  
2149 LAKE BLVD  
2223 BEVERLY BLVD  
2130 LAKE BLVD  
206 COLORADO AVE  
2165 LAKE BLVD  
2152 LAKE BLVD  
2166 LAKE BLVD  
2172 LAKE BLVD  
2178 LAKE BLVD

## Summary

How can Habitat Mason and the City of Shelton create a partnership to access available State and Federal funding in an effort to help provide the opportunity of Home ownership for people of need here in our community?



# Construction



**HABITAT FOR HUMANITY**

Creating a world where everyone has a decent place to live.











**HABITAT FOR HUMANITY**

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

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 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 City Council approve the purchase and sale agreement with South Sound YMCA as presented."



# **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.

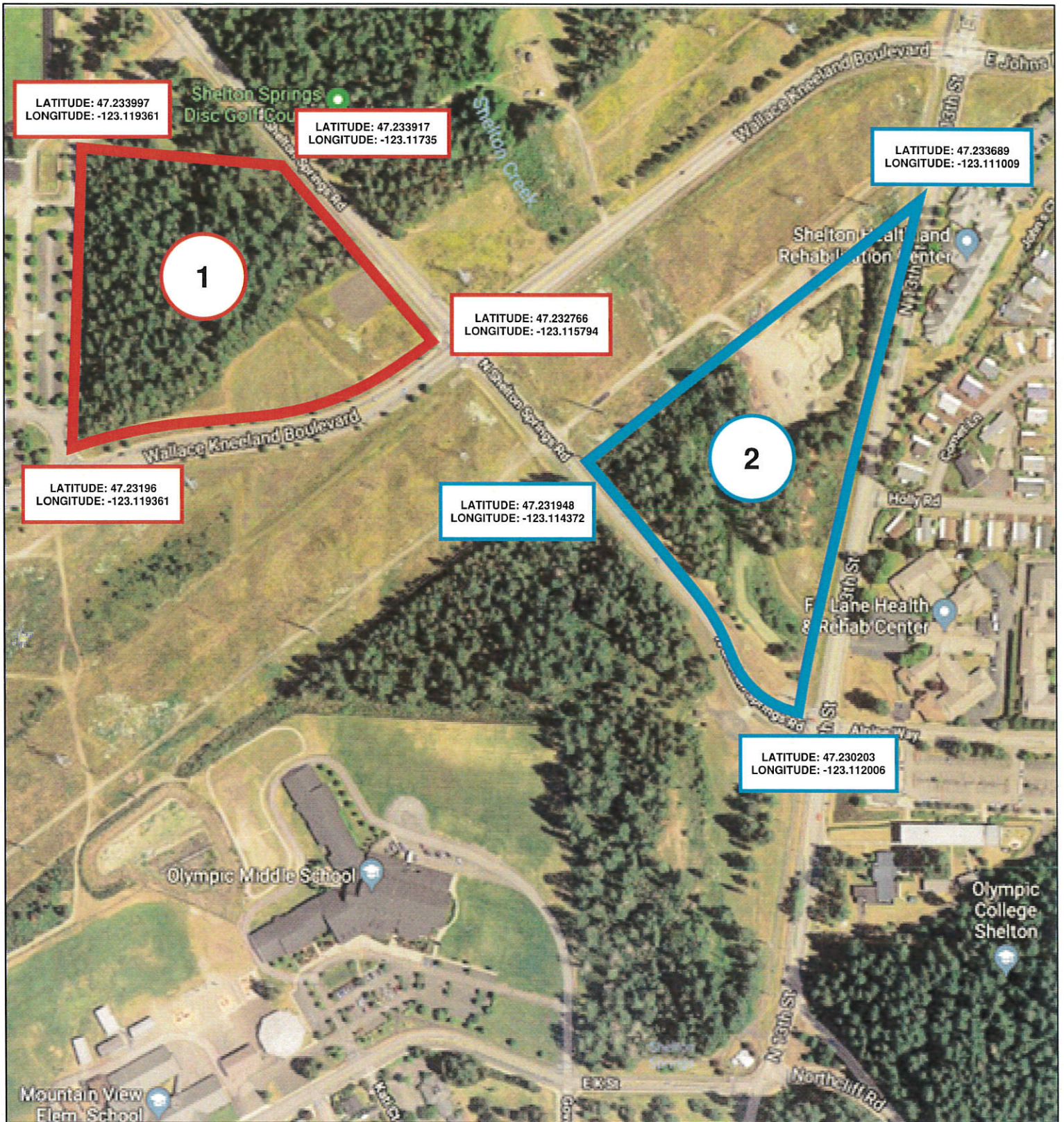
**INTRODUCED AND PASSED** by the City Council of the City of Shelton on this 29<sup>th</sup> day of May, 2018.

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

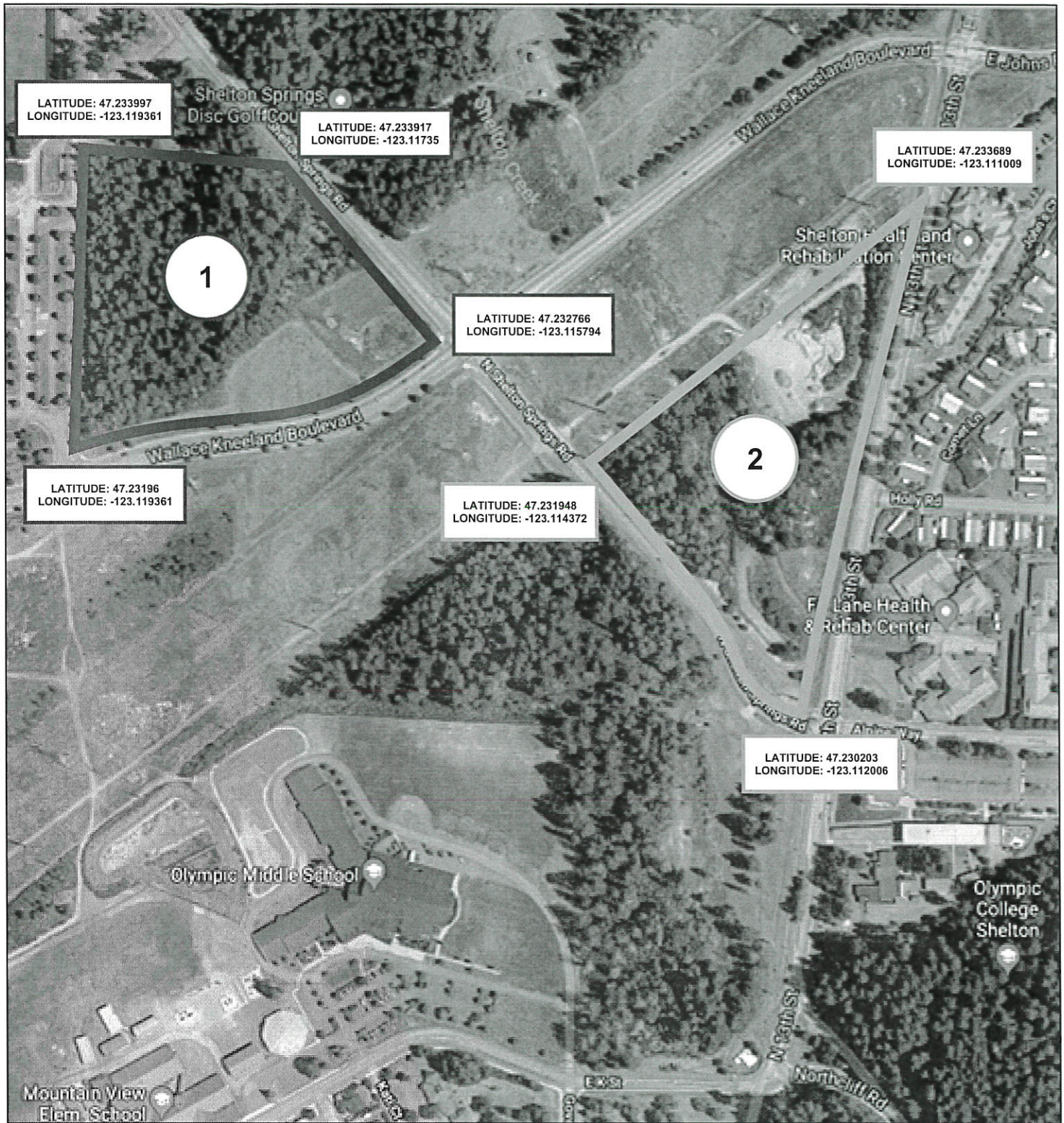
**PASSED** by the City Council of the City of Shelton on this 10<sup>th</sup> day of July, 2018.

ATTEST:

Anna Gault  
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 G2)

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. 1231-0222
- 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 approve Resolution No. 1231-0222 as presented."

**RESOLUTION NO. 1231-0222**

**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

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Mayor, Seat Four

JAMES BOAD

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KATHY McDOWELL

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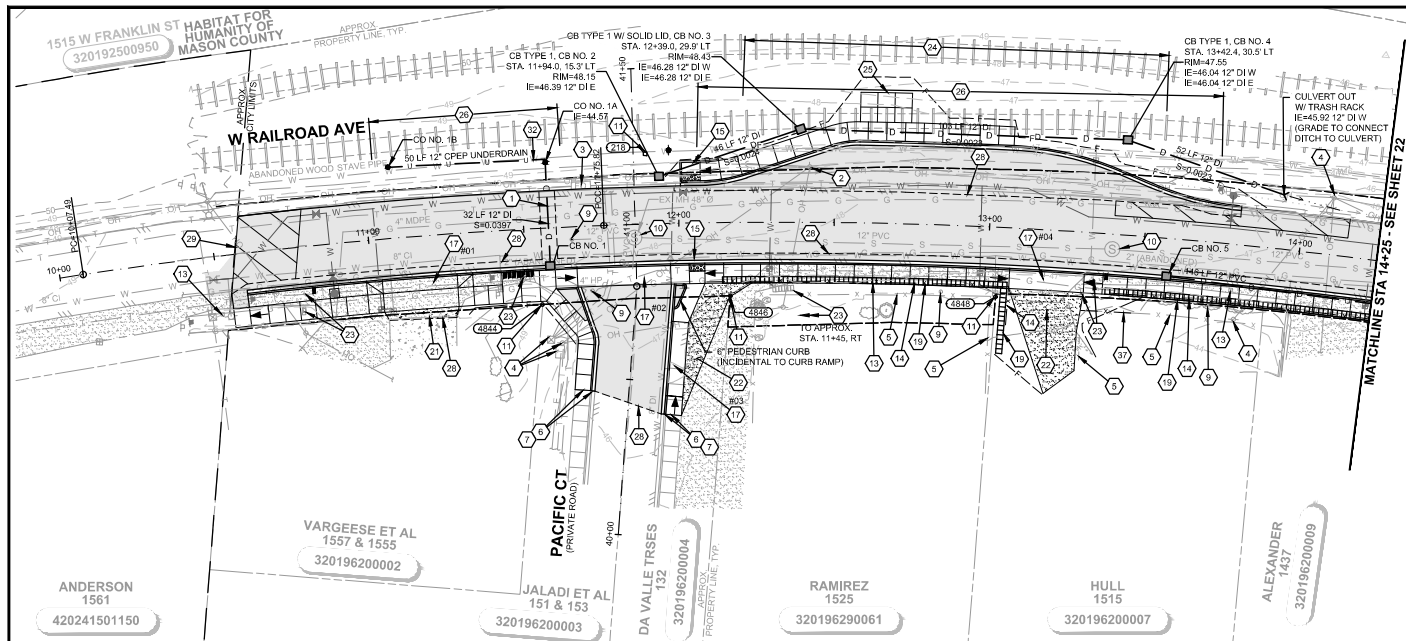
City Engineer



**FEBRUARY 2022**

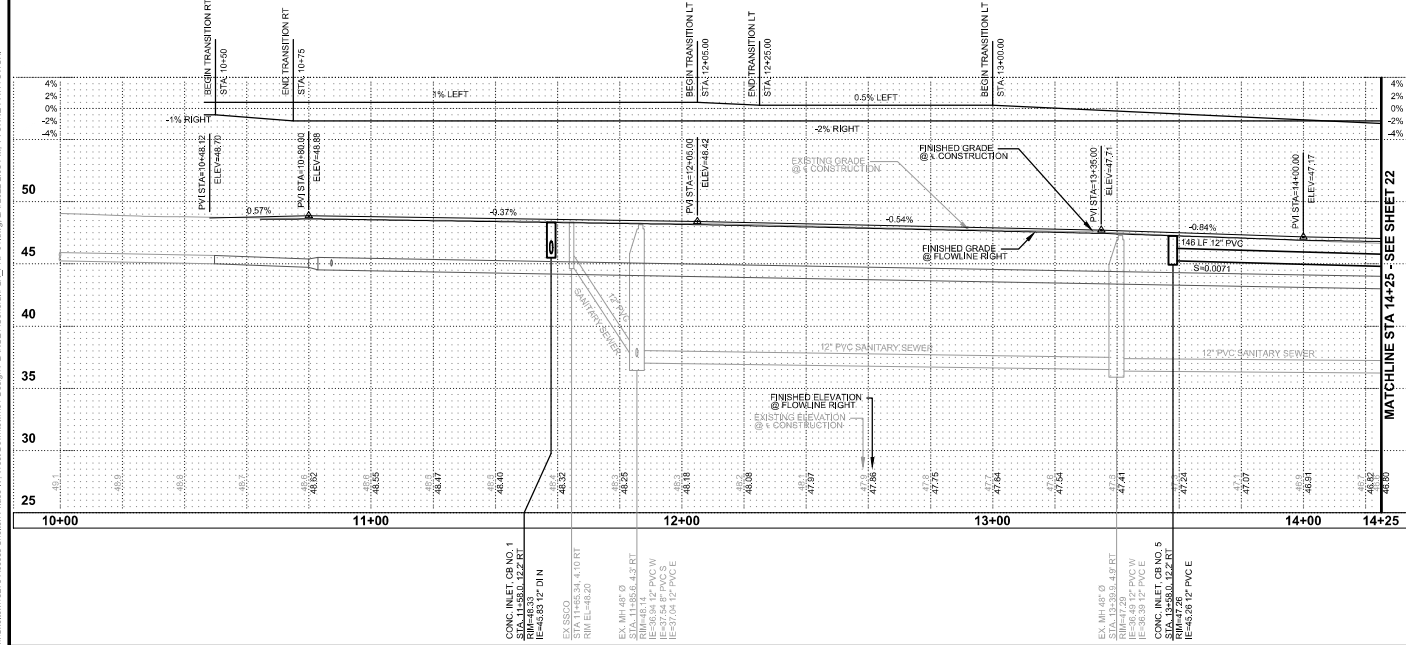
**G&O #18273.00**

# 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 SEWER CLEANOUT 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" THICK) PER DETAIL ON SHEET 34. 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.



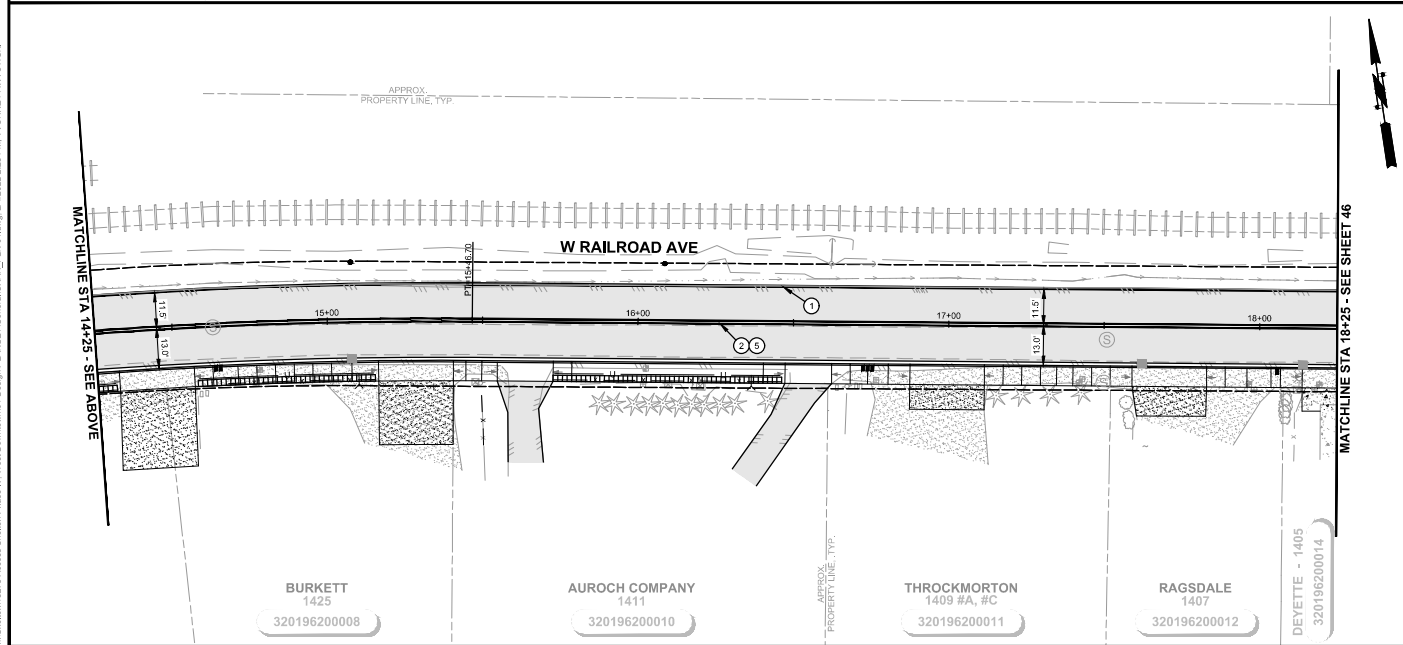
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DRAWN:		
CHECKED:		
APPROVED:		

NO.		REVISION	DATE	APRD



CITY OF SHELTON  
WASHINGTON  
MASON COUNTY  
WESTERN GATEWAY PROJECT  
PLAN AND PROFILE - W RAILROAD AVE  
STA 10+00 TO 14+25

SHEET:	21
OF:	58
JOB NO.:	18273.00
DWG/PLN_PRF 01	



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 R REFLECTIVE SHEETING PER WSDOT STANDARD SPECIFICATIONS SECTION 9-28.12.
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.

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-20.10-03 ON SHEET 51.
8. CONTRACTOR SHALL FURNISH AND INSTALL TYPE 2BB 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 4" PAINTED GORE STRIPE PER CITY OF SHELTON STANDARD DETAIL T-01 ON SHEET 49.

1. CONTRACTOR SHALL REMOVE EXISTING SIGN(S), POST AND FOUNDATION, SALVAGE SIGN(S) FROM 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.

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**CALL BEFORE YOU DIG  
1-811**

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BEST AVAILABLE INFORMATION AND NO  
GUARANTEE IS MADE AS TO THE EXACT SIZE,  
TYPE, LOCATION OR DEPTH



DATE:	FEB. 2022
DRAWN:	YBP
CHECKED:	BLS
APPROVED:	DJM

No.	REVISION	DATE	APPRO



**CITY OF SHELTON**  
MASON COUNTY WASHINGTON  
**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.
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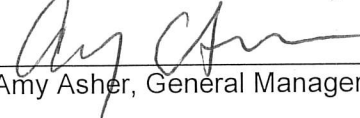
IN WITNESS WHEREOF, the parties hereto have duly executed this agreement effective the date first above written.

**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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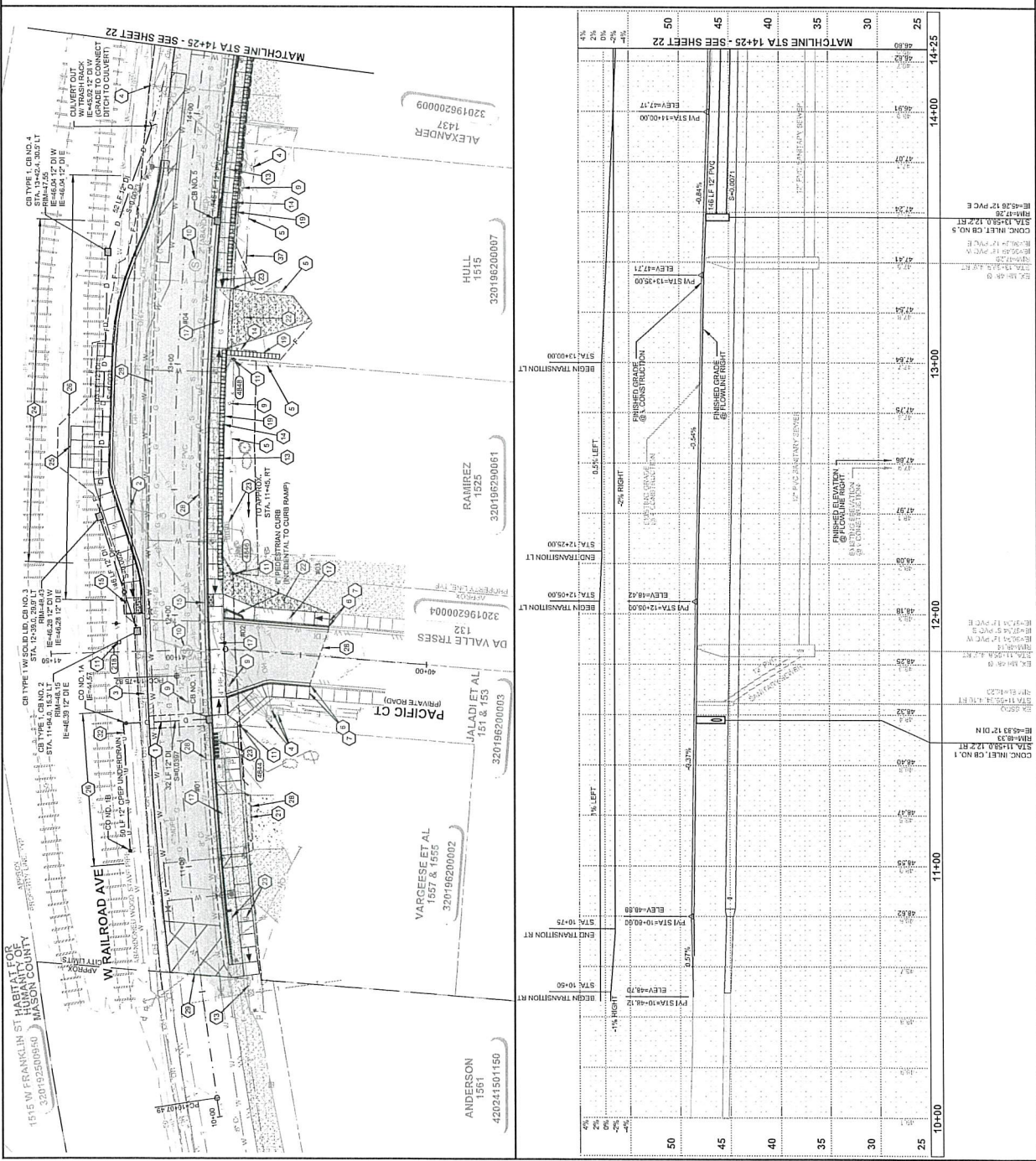
KEN GILL, P.E.

City Engineer

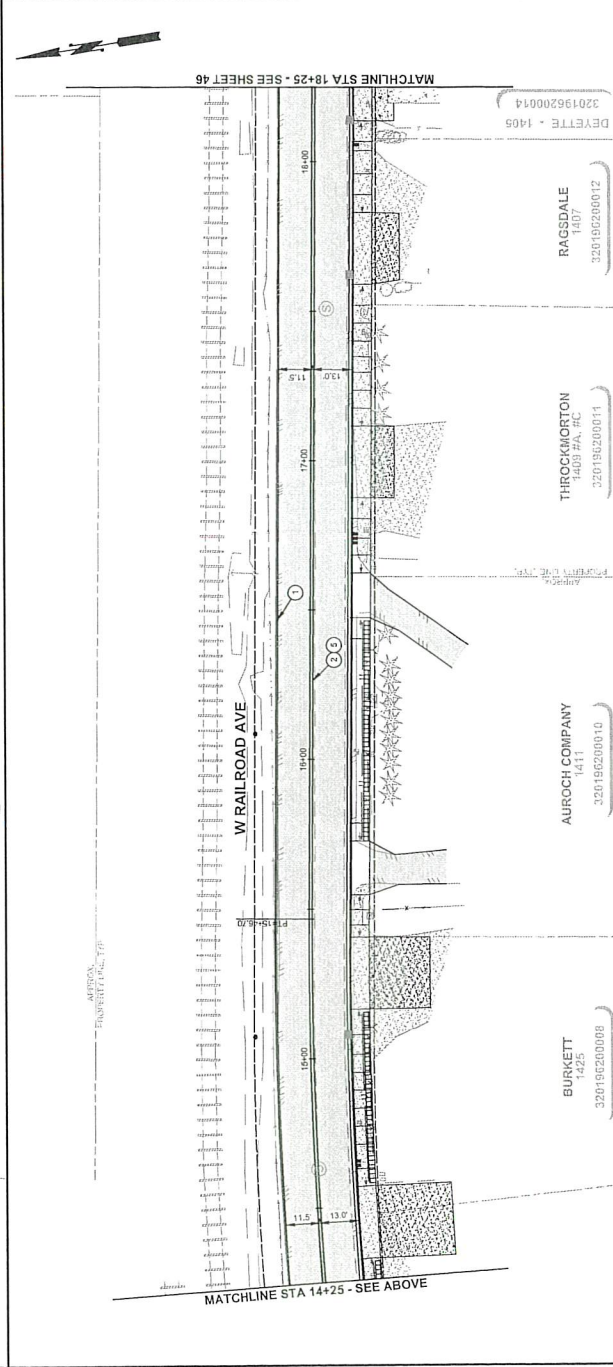
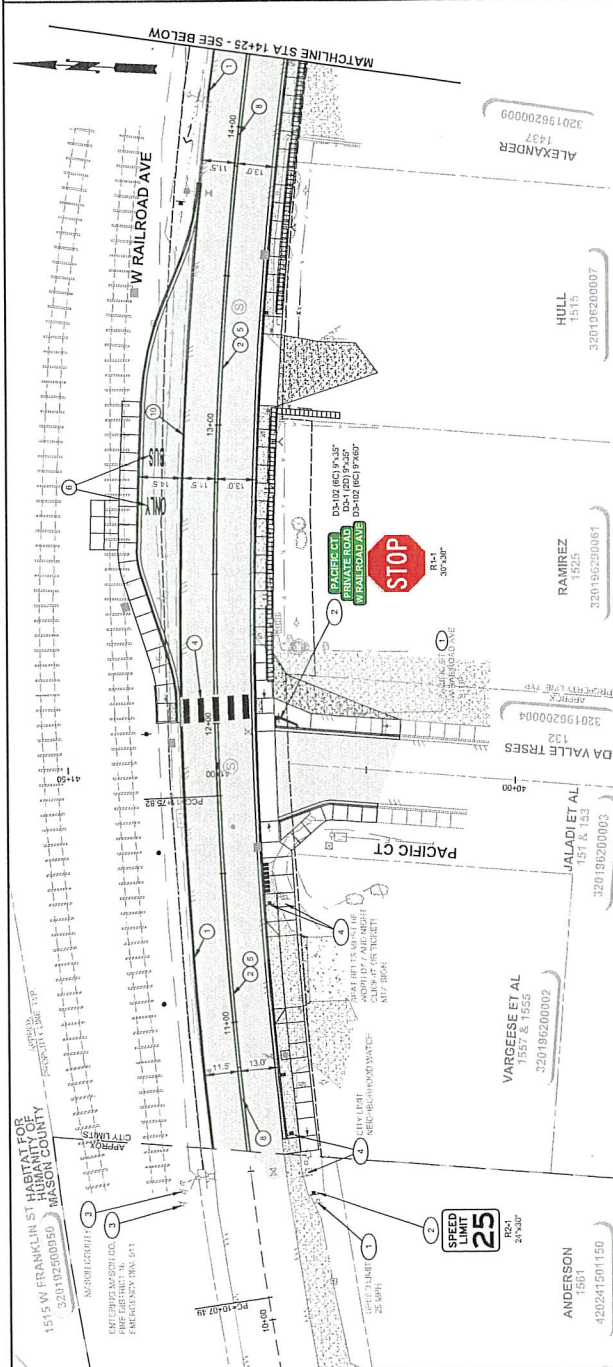


FEBRUARY 2022

G&O #18273.00







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					CHECKED: BLS
					DRAWN: YBP
					DATE: FEB. 2022




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

SHEET: 45
OF: 58
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DWGCHAN, PLN 01

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**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 TYPE, LOCATION OR DEPTH.



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

**SIGNING NOTES:**

## GENERAL

**CHANNELIZATION NOTES:**

**CHANNELIZATION NOTES:**

CONTRACTOR SHALL FURNISH AND INSTALL 4" RATED EDGE LINE PER CITY OF SHELTON STANDARD DETAIL 101 ON SHEET 46.

CONTRACTOR SHALL FURNISH AND INSTALL TYPE 19 RECESSED PAVEMENT MARKERS PER CITY OF SHELTON STANDARD DETAIL 101 ON SHEET 46.

CONTRACTOR SHALL FURNISH AND INSTALL PLASTIC STOP LINE PER CITY OF SHELTON STANDARD DETAIL 101 ON SHEET 46.

CONTRACTOR SHALL FURNISH AND INSTALL PLASTIC CROSSWALK LINE PER CITY OF SHELTON STANDARD DETAIL 101 ON SHEET 46.

CONTRACTOR SHALL FURNISH AND INSTALL PATTERNED DOWEL YELLOW CENTER STRIPE PER CITY OF SHELTON STANDARD DETAIL 101 ON SHEET 46.

CONTRACTOR SHALL FURNISH AND INSTALL TRAFFIC LETTERS PER CITY OF SHELTON STANDARD DETAIL 101 ON SHEET 46.

**SIGNING NOTES:**

CONTRACTOR SHALL REMOVE EXISTING SIGNS), POST AND FOUNDATION, SALVAGE SIGNS TO THE CONTRACTING AGENCY AND WASTE HAUL EXISTING POSTS AND FOUNDATIONS.

CONTRACTOR SHALL FURNISH AND INSTALL NEW SIGN ON NEW POST PER DETAILS ON SHEET 49 AND 50.

PROTECT EXISTING SIGN DURING CONSTRUCTION.

RELOCATE EXISTING SIGN, FURNISH AND INSTALL NEW POST AND HARDWARE, WASTE HAUL EXISTING POST AND FOUNDATION.



**Gray & Osborne, Inc.**  
CONSULTING ENGINEERS  
2102 CAMPBELL DRIVE, SW, BLDG. I  
OLYMPIA, WA 98502 • (360) 292-4241

## **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
<b>Subtotal:</b>				
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 G3)

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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 approve Resolution No. 1235-0322 as presented".



**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 two travel and expenses to 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 160 hours of paid vacation leave time each year, which shall rollover from year to year but shall not exceed a maximum of 240 hours.
- 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 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 §4(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 (6) 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. 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.

IN WITNESS WHEREOF,

FOR THE CITY:

CITY MANAGER:

\_\_\_\_\_  
Mayor Eric Onisko                      Date

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



## CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item G4)

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

☐ Dept. Head

☐

Resolution

☐ Finance Director

ATTACHMENTS:  
**Contract**

☒

Motion

☐ Attorney

☐

Other

☒ City Clerk

☒ City Manager

### 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 to approve the contract with Sound Law Center for Hearing Examiner Services."



## 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. 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  
City of Shelton  
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:

By:

\_\_\_\_\_  
Eric Onisko,  
Mayor, City of Shelton

  
\_\_\_\_\_  
Andrew Reeves, Managing Attorney  
Sound Law Center, LLC

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

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**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.

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*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: \_\_\_\_\_



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

Touch Date: 04/12/2022  
Brief Date: 05/03/2022  
Action Date: 05/03/2022

Department: City Clerk  
Presented By: Donna Nault

### APPROVED FOR COUNCIL PACKET:

Action Requested:

#### ROUTE TO:

#### REVIEWED:

☐ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROGRAM/PROJECT TITLE:  
Lodging Tax Advisory Committee  
Appointments for 2022

ATTACHMENTS:  
- Renewal Letters

☐

Ordinance

☐

Resolution

☒

Motion

☐

Other

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

Each year, the Lodging Tax Advisory Committee (LTAC) reviews applications requesting funds for activities or facilities that promote tourism in our community. The committee consists of five members.

### ANALYSIS/OPTIONS/ALTERNATIVES:

According to RCW 67.28.1817, the LTAC must be appointed by the legislative body. The committee must contain at least five members, including at least two members who are representative of the businesses required to collect the lodging tax, at least two members who are involved in activities authorized to be funded by the lodging tax, and one member being an elected official of the City. The mayor serves as the chair of the committee.

### BUDGET/FISCAL INFORMATION:

N/A

### PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

### STAFF RECOMMENDATION/MOTION:

"I move to approve the appointment of Leanne Gunter, Duane Wilson, Space Kim, and Howard Kim to the LTAC for the calendar year of 2022".

## Kary Holloway

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**From:** El Sarape Cantina <elsarapecantina3@gmail.com>  
**Sent:** Tuesday, April 5, 2022 9:54 AM  
**To:** Kary Holloway  
**Cc:** Shelton Inn; Duane Wilson; spacekim123@yahoo.com  
**Subject:** Re: Lodging Tax Advisory Committee

I will serve again. :)

Thank you,  
Leanne

Sent from my iPhone

On Apr 5, 2022, at 9:18 AM, Kary Holloway <kary.holloway@sheltonwa.gov> wrote:

Good morning,

Your term on the Hotel/Motel Lodging Tax Advisory Committee is due for renewal. If you would like to serve another one-year term, please respond to this email indicating your desire to do so by April 11, 2022. If you have any questions, please contact me at your earliest convenience. Thank you.

Kindest Regards,

Kary Holloway  
**Administrative Support Assistant |**  
**LTAC Secretary | Special Events Coordinator**  
**City of Shelton Washington**  
**(360) 432-5131 Office**



## Kary Holloway

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**From:** Duane Wilson <duanelwilson@gmail.com>  
**Sent:** Tuesday, April 5, 2022 11:07 AM  
**To:** Kary Holloway  
**Subject:** Re: Lodging Tax Advisory Committee

I would like to serve again. Do I need to send a letter?

Duane

On Tue, Apr 5, 2022 at 9:18 AM Kary Holloway <kary.holloway@sheltonwa.gov> wrote:

>  
> Good morning,  
>  
>  
>  
> Your term on the Hotel/Motel Lodging Tax Advisory Committee is due for renewal. If you would like to serve another one-year term, please respond to this email indicating your desire to do so by April 11, 2022. If you have any questions, please contact me at your earliest convenience. Thank you.  
>  
>  
>  
> Kindest Regards,  
>  
>  
>  
> Kary Holloway  
>  
> Administrative Support Assistant |  
>  
> LTAC Secretary | Special Events Coordinator  
>  
> City of Shelton Washington  
>  
> (360) 432-5131 Office  
>  
>

## Kary Holloway

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**From:** Space Kim <spacekim123@yahoo.com>  
**Sent:** Tuesday, April 5, 2022 11:33 PM  
**To:** Kary Holloway  
**Subject:** Re: Lodging Tax Advisory Committee

Yes, Renewal.

On Tuesday, April 5, 2022, 09:18:25 AM PDT, Kary Holloway <kary.holloway@sheltonwa.gov> wrote:

Good morning,

Your term on the Hotel/Motel Lodging Tax Advisory Committee is due for renewal. If you would like to serve another one-year term, please respond to this email indicating your desire to do so by April 11, 2022. If you have any questions, please contact me at your earliest convenience. Thank you.

Kindest Regards,

Kary Holloway

Administrative Support Assistant |

LTAC Secretary | Special Events Coordinator

City of Shelton Washington

(360) 432-5131 Office

## Kary Holloway

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**From:** Shelton Inn <sheltoninn@hotmail.com>  
**Sent:** Monday, April 18, 2022 2:44 PM  
**To:** Kary Holloway  
**Subject:** Answer for Howard Kim

Good Afternoon Kary,

This is Star from the Shelton Inn. I spoke with you on the phone just a bit ago. I wanted to let you know, I had a chance to speak with Howard.

He wanted me to tell you, Yes he would like to renew his seat on the committee. I also wanted to know if there was anyone there or on the committee that speaks Korean? If not that is ok. We will find a way to better communicate all the information to him. Thank you for your time.

Best Regards,

Star Sparr  
Shelton Inn Manager

Sent from Mail for Windows