



City of Raymond

WASHINGTON

CITY COUNCIL AGENDA

Meeting: Tuesday, February 21st, 2023, at 6:00 PM
Location: City Hall Council Chambers
ZOOM LINK: <https://us02web.zoom.us/j/5780540411>

Meeting ID: 578 054 0411
One tap mobile 1-253-215-8782, 2590939124# US (Tacoma)

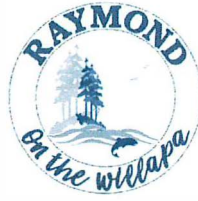
If you would like to be added to our "Speakers List" your request must be received by 4:00 pm on FEBRUARY 6TH, 2023.

*Your request must include the following: meeting date, your first and last name, city of residence, agenda item(s) that you would like to provide comment on, and the telephone number you will be calling from. Please email this information to clerk@cityofraymond.com. *Please note that the information you provide may be subject to disclosure pursuant to Washington State's Public Record Act, chapter 42.56 RCW.*

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL AND DETERMINATION OF A QUORUM**
4. **APPROVAL OF AGENDA, CONSENT AGENDA, AND THE MINUTES OF FEBRAURY 6th, 2023,
REGULAR COUNCIL MEETING**
5. **CORRESPONDENCE**
6. **ITEMS FROM THE PUBLIC**
 - a. **Scott McDougall- Pacific County Emergency Management**
7. **CODE ENFORCEMENT UPDATE**
8. **ORDINANCE #1918: AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING TITLE 10 - VEHICLES AND TRAFFIC, BY REPEALING CHAPTERS 10.12 - STOP SIGNS, 10.16 - SPEED LIMITS, 10.20 - U-TURNS, 10.24 - PASSING ON BRIDGES, 10.28 - SCHOOL CROSSINGS, 10.32 - FLOOD AND HIGH WATER BARRICADES, 10.40 - HANDICAPPED PARKING, 10.44 - LOADING ZONES, 10.48 - TRUCKS, 10.60 - TRUCK LOADING ZONES, 10.64 - TOY VEHICLES, AND 10.76 - ONE WAY TRAFFIC DIRECTION, TO ELIMINATE CONFLICTS WITH CHAPTER 10.04 - MODEL TRAFFIC ORDINANCE; REPEALING CHAPTER 10.68 - INOPERABLE VEHICLES, TO ELIMINATE CONFLICTS WITH CHAPTER 8.20 - NUISANCES; AND REPEALING AND REPLACING CHAPTERS 10.04 - TRAFFIC CODE, 10.36 - PARKING, 10.56 - TRUCK ROUTES, 10.62 - COMPRESSION BRAKES, AND 10.72 - IMPOUNDMENT OF VEHICLES, TO ALIGN WITH CHAPTER**

Next Regular Scheduled Council Meeting
Monday March 6th, 2023, at 6:00 PM

Notice - All proceedings of this meeting are sound recorded - Except Executive Sessions - The City of Raymond provides access and services to all members of the public. Please notify City Hall at least 48 hours prior to an event if reasonable accommodations are needed.



City of Raymond

WASHINGTON

10.04 – MODEL TRAFFIC ORDINANCE, OF THE CITY OF RAYMOND MUNICIPAL CODE -*SECOND READING*

9. **ORDINANCE #1919: AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING SECTIONS OF CHAPTER 15.80 OF THE RAYMOND MUNICIPAL CODE RELATING TO SIGNS - *SECOND READING***
10. **TIB CONSULTANT AGREEMENT- *ACTION***
11. **COUNCIL COMMITTEES- DISCUSSION (*Tabled from 2/6/23 meeting*)**
12. **DEPARTMENT HEAD REPORTS**
 - a. Fire Chief Bill Didion
 - b. Police Chief Chuck Spoor
 - c. Public Works Director Eric Weiberg
 - d. Clerk- Treasurer Kayla MacIntosh
13. **MAYOR'S REPORT**
14. **PUBLIC COMMENT ON CURRENT AGENDA ITEMS**
15. **COUNCIL COMMENTS**
16. **FUTURE AGENDA TOPICS**
17. **ADJOURNMENT**

Next Regular Scheduled Council Meeting
Monday March 6th, 2023, at 6:00 PM

Notice – All proceedings of this meeting are sound recorded – Except Executive Sessions – The City of Raymond provides access and services to all members of the public. Please notify City Hall at least 48 hours prior to an event if reasonable accommodations are needed.



RAYMOND CITY COUNCIL MEETING

FEBRUARY 21ST, 2023

CONSENT AGENDA

APPROVAL OF CLAIMS

CLAIMS #71291 THROUGH #71345

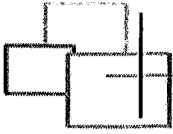
\$113,362.09

PAYROLL #71292 THROUGH #71297
(Direct Deposit included)

\$217,316.24

EBT/DEBIT (January 2023)

\$21,073.35



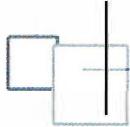
A/P Check Register

Fiscal : 2023
 Period : 2023 - February 2023
 Council Date : 2023 - February 2023 - 2nd Council

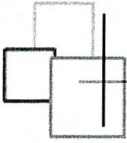
Number	Vendor Name	Account Description	Amount	
71291	Board For Vol. Firefighters	Volunteer Benefits	\$2,310.00	VOLUNTEER DISABILITY & RETIREMENT
71298	ABERDEEN O. E.	Lease Rental - Landfill	\$22.24	
		Operating Rentals & Leases	\$22.24	
		Operating Rentals/Leases	\$44.48	
		Rentals & Leases	\$66.70	
		Check Total:	\$155.66	CITY HALL COPIER CONTRACT
71299	Advanced Analytical Solutions, LLC	Lab Tests	\$189.56	WTP TESTING
71300	Airgas USA, LLC	Operating Supplies	\$87.54	AMB SUPPLIES
71301	Backflow by the Best	Pool Repair/Maint	\$40.00	POOL TESTING
71302	Bayview Redi-Mix, Inc.	Traffic Control Supplies	\$327.24	STREETS SUPPLIES
71303	BEANS & ROCKS, LLC	Distribution Supplies	\$592.63	
		Operating Supplies	\$693.94	
		Check Total:	\$1,286.57	ALL DEPT ROCK
71304	CINTAS FIRE 636525	Operating Supplies	\$177.93	PARKS DEPT MEDICAL CABINET
71305	Culligan	Operating Rentals/leases	\$48.49	POLICE WATER
71306	Dilk Tire Service	Repairs & Maintenance (Inc. PW Roof, office, carport)	\$395.65	GARBAGE TRUCK MAINTENANCE
71307	Englund Marine & Industrial Supply	Distribution Supplies	\$194.63	
		Operating Supplies	\$1,505.07	
		Check Total:	\$1,699.70	ALL DEPT SUPPLIES
71308	EO MEDIA GROUP	Professional Services	\$157.75	POLICE ADVERTISEMENT
71309	FERGUSON ENTERPRISES LLC #3326	Distribution Supplies	\$6,320.61	WTP SUPPLIES
71310	Ferrellgas	Fuel	\$1,860.99	
		Fuel Consumed	\$1,634.39	
		Check Total:	\$3,495.38	ALL DEPT PROPANE
71311	Flannery Publications, Inc.	Professional Services	\$420.00	POLICE ADVERTISEMENT
71312	G.H. Equipment Co.	Operating Supplies	\$49.85	WTP SUPPLIES
71313	Grays Harbor County	Lab Tests	\$356.00	WATER TESTING
71314	Harbor Saw & Supply	Professional Services	\$64.43	CHAIN GRINDING
71315	Henry Schein, Inc.	Operating Supplies	\$89.00	AMB SUPPLIES
71316	Hughes Fire Equipment Inc	Repair & Maintenance	\$847.85	AMB MAINTENANCE
71317	K & L Supply Inc.	Operating Supplies	\$2,943.16	WWTP SUPPLIES
71318	Langer, Stephen M., PH.D., P.S.	Professional Services	\$700.00	POLICE PSYCH EXAM
71319	Lemay Mobile Shredding	Professional Services	\$61.00	SHRED BIN
71320	Lochner	TIB Grant	\$2,772.44	REHAB & OVERLAY PROJECT CONSULTANT
71321	Northstar Chemical, Inc.	Operating Supplies	\$2,033.37	WWTP CHEMICALS
71322	NORTHWEST BIOSOLIDS	Miscellaneous (Dues, Fees etc)	\$630.00	WWTP BIOSOLIDS DUES
71323	PACIFIC COUNTY NORTH DISTRICT COURT	Public Defender etc	\$36,000.00	COURT FEES
71324	Pacific County Sheriff	County Jail Services	\$2,291.20	JAIL FEES
71325	PETROCARD INC.	Fuel	\$1,289.32	
		Fuel Consumed	\$3,308.85	
		Check Total:	\$4,598.17	ALL DEPT FUELS

71326	Pioneer Grocery	Miscellaneous	\$189.97	
		Operating Supplies	\$25.67	
		Check Total:	\$215.64	WTP SUPPLIES, AMB STAFF TRAINING FOOD
71327	PUD #2 of Pac. Co.	P.u.d. Utilities	\$3,196.36	
		Pool Utilities	\$48.95	
		Public Market Utilities	\$93.67	
		Public Utilities	\$475.89	
		Public Utility Service	\$1,061.95	
		Seaport Utilities	\$434.96	
		Utilities	\$14,298.71	
		Utility Services	\$1,327.14	
		Visitor Center Utilities	\$85.93	
		Check Total:	\$21,023.56	ALL DEPT UTILITIES
71328	Quill Corporation	Office Supplies	\$218.24	ALL DEPT OFFICE SUPPLIES
71329	RESOURCE SOLUTIONS LLC	Professional Services	\$6,500.00	AMB/FIRE GRANT APPLICATION PREP
71330	Ricoh USA, Inc	Rentals & Leases	\$161.73	AMB/FIRE COPIER
71331	Ricoh USA, Inc	Lease/rental	\$85.45	
		Operating Rentals & Leases	\$85.45	
		Operating Rentals/leases	\$93.21	
		Rental Copier	\$85.45	
		Rentals & Leases	\$117.03	
		Check Total:	\$466.59	PW/POLICE COPIER
71332	Royal Heights Transfer	Code Enforcement	\$2,572.76	MOTORHOME DISPOSAL FEES
71333	Sea-Western Inc.	Fire Dept Equipment	\$261.44	FIRE EQUIPMENT
71334	SMARSH, INC.	Professional Services	\$2.33	POLICE ARCHIVES
71335	Stryker Sales Corporation	Professional Services	\$6,283.20	AMB MAINTENANCE AGREEMENT
71336	Sunset Air	Operating Supplies	\$11.65	THT SUPPLY
71337	THRIFTWAY ON THE WILLAPA	Operating Supplies	\$51.80	WATER SUPPLIES
71338	Traffic Safety Supply Co.	Traffic Control Supplies	\$99.77	STREETS SIGNS
71339	Triangle Pump & Equipment, Inc.	Operating Supplies	\$1,128.51	WWTP SUPPLIES
71340	USA Blue Book	Lab Supplies	\$720.28	WWTP LAB SUPPLIES
71341	Vision Municipal Solution	Professional Services	\$95.23	ANNUAL SUBSCRIPTIONS FOR EMAIL
71342	WA ST Department of Licensing	CPL - State Fee	\$54.00	CPL FEES
71343	WA ST Dept of Ecology - Attn: Cashiering Unit	Permits	\$900.00	WTP/WWTP PERMITS
71344	WA ST DEPT OF TRANSPORTATION	Fuel Consumed	\$2,020.31	ALL DEPT FUELS
71345	WA ST Patrol	Professional Services	\$26.50	POLICE BACKGROUND CHECKS
	Grand Total		\$113,362.09	
	Total Accounts Payable for Checks #71291 Through #71345			

Register



Number	Name	Fiscal Description	Cleared	Amount
71292	Boggs, Arlie H.	2023 - February 2023 - 1st Council		\$3,232.75
71293	Ristow, Micah D.	2023 - February 2023 - 1st Council		\$2,847.07
71294	I.A.F.F. (GNWFCU)	2023 - February 2023 - 1st Council		\$362.48
71295	OREGON DEPT. OF JUSTICE	2023 - February 2023 - 1st Council		\$339.00
71296	WSCCCE	2023 - February 2023 - 1st Council		\$524.95
71297	WSCFF/DiMartino Associate	2023 - February 2023 - 1st Council		\$276.21
1ST PAYROLL FEB. 2023	Payroll Vendor	2023 - February 2023 - 1st Council		\$83,022.26
AFLAC 1ST PAYROLL FEB. 2023	AFLAC Remittance Processing	2023 - February 2023 - 1st Council		\$619.78
BPAS VEBA FEB 1ST PAYROLL 2023	BPAS VEBA	2023 - February 2023 - 1st Council		\$1,895.77
DEF. COMP 1ST PAYROLL FEBRUARY 1ST 2023	WA St Treasurer - Def Comp	2023 - February 2023 - 1st Council		\$4,175.24
ESD 1ST PAYROLL FEB 2023	Employment Security Dept	2023 - February 2023 - 1st Council		\$260.37
IRS TAXES 1ST PAYROLL FEB 2023	Raymond City Treasurer- Taxes	2023 - February 2023 - 1st Council		\$32,715.09
L & I FEB 1ST PAYROLL 2023	Dept of Labor & Industry	2023 - February 2023 - 1st Council		\$4,678.85
NATIONWIDE 1ST PAYROLL FEB 2023	Nationwide Retirement Solutions	2023 - February 2023 - 1st Council		\$300.00
NW ADMIN 1ST PAYROLL FEB 2023	Northwest Administrators	2023 - February 2023 - 1st Council		\$48,809.60
NWFFT MEDICAL 1ST PAYROLL FEB 2023	NORTHWEST FIRE FIGHTERS TRUST	2023 - February 2023 - 1st Council		\$13,283.85
PFMLA 1ST PAYROLL FEB 2023	Employment Security Dept (PFMLA)	2023 - February 2023 - 1st Council		\$757.74
RETIREMENT 1ST PAYROLL FEB 2023	Dept of Retirement Systems	2023 - February 2023 - 1st Council		\$19,206.59
VIMILY 1ST PAYROLL FEB 2023	Vimily Benefit Solutions, Inc.	2023 - February 2023 - 1st Council		\$53.64
				\$217,361.24



Register Activity

Fiscal: 2023
Period: 2023 - January 2023
Council Date: 2023 - January 2023 - Open Period

Reference	Date	Amount	Notes
Reference Number: DOR EXCISE TAX JAN 2023	WA ST Dept of Revenue	\$13,037.90	
<u>DOR EXCISE TAX JAN 2023</u>	1/9/2023	\$13,037.90	
Reference Number: INVOICE CLOUD JAN. SERVICE FEE 2023	ICLOUD	\$276.10	
<u>INVOICE CLOUD SERVICE FEE JAN. 2023</u>	1/9/2023	\$276.10	
Reference Number: MASTERCARD JAN 2023	MASTERCARD C/O FIRST INTERSTATE BANK	\$4,221.33	
<u>MASTERCARD JAN 2023</u>	1/11/2023	\$4,221.33	
Reference Number: PITNEY BOWES POSTAGE 1/19/23	Pitney Bowes	\$1,000.00	
<u>PITNEY BOWES POSTAGE - 1/19/23</u>	1/19/2023	\$1,000.00	
Reference Number: POLICE CAR LOAN #3 JAN. 2023	Bank of the Pacific	\$924.67	
<u>POLICE CAR LOAN #3 JANUARY 2023</u>	1/19/2023	\$924.67	
Reference Number: POLICE CAR LOAN PAYMENT #2 JAN. 2023	Bank of the Pacific	\$865.54	
<u>POLICE CAR LOAN PAYMENT #2 JAN. 2023</u>	1/10/2023	\$865.54	
Reference Number: POLICE CAR LOAN PAYMENT #4 JAN. 2023	Bank of the Pacific	\$747.81	
<u>POLICE CAR LOAN PAYMENT #4 JAN. 2023</u>	1/10/2023	\$747.81	

\$21,073.35



City of Raymond

WASHINGTON

COUNCIL PROCEEDINGS FEBRUARY 6TH, 2023

CALL TO ORDER

The council meeting was called to order at 6:00 p.m. by Mayor Roberts. Roll was taken and the meeting was quorate.

Council Members present:

Karen Tully (Zoom)
Heidi Worlton
Chris Halpin (Zoom)
Steven Jones
Ryan Porter (Zoom)

Council Members Absent:

W. Ian Farrell (Absent- Excused)
Tony Nordin (Absent- Excused)

Department Heads Present:

Kayla MacIntosh, Clerk/Treasurer
Bill Didion, Fire Chief
Chuck Spoor, Chief of Police

4. APPROVAL OF AGENDA, CONSENT AGENDA & MINUTES

Prior to approve of the agenda, consent agenda for tonight's meeting, as well as the minutes of January 17th, 2023, meeting, Mayor Roberts asked for a motion to amend tonight's agenda to add section 4(a) Confirmation of the new police chief, changing the next scheduled meeting to February 21st, and combining items 14 and 15. Councilor Worlton motioned to amend and approve tonight's agenda, consent agenda and minutes from January 17th, 2023 regular council meeting. Motion carried. Motion passed with 5 ayes and 2 absences.

APPROVAL OF CLAIMS

CLAIMS #71186 THROUGH #71206

CLAIMS #71217 THROUGH #71290

\$142,326.79

PAYROLL #71207 THROUGH #71216

(Direct Deposit included)

\$188,135.55

(a) CONFIRMATION OF THE NEW POLICE CHIEF PAT MATLOCK:

Councilor Worlton motioned to confirm Pat Matlock as the new Raymond Police Chief. Motion Carried. Motion passed with 5 ayes and 2 absences.

5. CORRESPONDENCE:

The NW Carriage Museum provided a letter thanking council for the \$4,000.00 Lodging Tax Funds from 2022.

6. ITEMS FROM THE PUBLIC

There were none.

7. RESOLUTION# 2023-01: PRELIMINARY APPROVAL OF THE UPDATED SHORELINE MASTERPROGRAM AND DIRECTING THE STAFF TO FORWARD THE DOCUMENT WITH ALL SUPPORTING MATERIALS TO THE WASHINGTON STATE DEPARTMENT OF ECOLOGY FOR REVIEW AND APPROVAL

Councilor Jones moved to approve Resolution #2023-01. Motion Carried. Motion passed with 5 ayes and 2 absences.

8. ORDINANCE #1918: AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING TITLE 10 – VEHICLES AND TRAFFIC, BY REPEALING CHAPTERS 10.12 – STOP SIGNS, 10.16 – SPEED LIMITS, 10.20 – U-TURNS, 10.24 – PASSING ON BRIDGES, 10.28 – SCHOOL CROSSINGS, 10.32 – FLOOD AND HIGH WATER BARRICADES, 10.40 – HANDICAPPED PARKING, 10.44 – LOADING ZONES, 10.48 – TRUCKS, 10.60 – TRUCK LOADING ZONES, 10.64 – TOY VEHICLES, AND 10.76 – ONE WAY TRAFFIC DIRECTION, TO ELIMINATE CONFLICTS WITH CHAPTER 10.04 – MODEL TRAFFIC ORDINANCE; REPEALING CHAPTER 10.68 – INOPERABLE VEHICLES, TO ELIMINATE CONFLICTS WITH CHAPTER 8.20 – NUISANCES; AND REPEALING AND REPLACING CHAPTERS 10.04 – TRAFFIC CODE, 10.36 – PARKING, 10.56 – TRUCK ROUTES, 10.62 – COMPRESSION BRAKES, AND 10.72 – IMPOUNDMENT OF VEHICLES, TO ALIGN WITH CHAPTER 10.04 – MODEL TRAFFIC ORDINANCE, OF THE CITY OF RAYMOND MUNICIPAL CODE

Councilor Worlton moved to move Ordinance #1918 to a second reading. Motion Carried. Motion passed with 5 ayes and 2 absences.

9. ORDINANCE #1919: AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING SECTIONS OF CHAPTER 15.80 OF THE RAYMOND MUNICIPAL CODE RELATING TO SIGNS

Councilor Worlton moved to move Ordinance #1919 to a second reading. Motion Carried. Motion passed with 5 ayes and 2 absences.

10. AMERICAN RED CROSS MONTH PROCLAMATION

Mayor Roberts proclaimed March as American Red Cross Month.

11. COUNCIL COMMITTEES- DISCUSSION

This agenda item was tabled until the next regular scheduled council meeting on February 21st, 2023.

12. DEPARTMENT HEAD REPORTS:

- Fire Chief, Bill Didion, provided a scheduled testing update for firefighter EMT/ Paramedics
- Police Chief, Chuck Spoor, discussed an issue with a citizen vandalizing city park trees. Chief Spoor also advised council that Lucas Marthaller will be graduating academy March 7th, 2023.
- Clerk/ Treasurer, Kayla MacIntosh, advised provided a staffing report.

13. MAYOR'S REPORT:

Mayor Roberts advised new police Chief start date of March 1st, 2023. She also advised of a retirement party for Chuck Spoor March 31st, 2023, at the Raymond Fire Hall.

14. PUBLIC COMMENT ON CURRENT AGENDA ITEMS

There were none.

15. COUNCIL COMMENTS:

There were none.

16. FUTURE AGENDA TOPICS:

Councilor Worlton requested a code enforcement update.

17. ADJOURNMENT:

The meeting was adjourned by motion of Council Member Jones at 6:19 p.m. Motion carried. Motion passed with 5 ayes and 2 absences.

ATTEST:

Kayla MacIntosh, Clerk/ Treasurer

Dee Roberts, Mayor

ORDINANCE NO. 1918

AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING TITLE 10 – VEHICLES AND TRAFFIC, BY REPEALING CHAPTERS 10.12 – STOP SIGNS, 10.16 – SPEED LIMITS, 10.20 – U-TURNS, 10.24 – PASSING ON BRIDGES, 10.28 – SCHOOL CROSSINGS, 10.32 – FLOOD AND HIGH WATER BARRICADES, 10.40 – HANDICAPPED PARKING, 10.44 – LOADING ZONES, 10.48 – TRUCKS, 10.60 – TRUCK LOADING ZONES, 10.64 – TOY VEHICLES, AND 10.76 – ONE WAY TRAFFIC DIRECTION, TO ELIMINATE CONFLICTS WITH CHAPTER 10.04 – MODEL TRAFFIC ORDINANCE; REPEALING CHAPTER 10.68 – INOPERABLE VEHICLES, TO ELIMINATE CONFLICTS WITH CHAPTER 8.20 – NUISANCES; AND REPEALING AND REPLACING CHAPTERS 10.04 – TRAFFIC CODE, 10.36 – PARKING, 10.56 – TRUCK ROUTES, 10.62 – COMPRESSION BRAKES, AND 10.72 – IMPOUNDMENT OF VEHICLES, TO ALIGN WITH CHAPTER 10.04 – MODEL TRAFFIC ORDINANCE, OF THE CITY OF RAYMOND MUNICIPAL CODE.

WHEREAS, Raymond Municipal Code (RMC) Chapters, 10.12 – Stop Signs, 10.16 – Speed Limits, 10.20 – U-Turns, 10.24 – Passing on Bridges, 10.28 – School Crossings, 10.32 – Flood and High Water Barricades, 10.40 – Handicapped Parking, 10.44 – Loading Zones, 10.48 – Trucks, 10.60 – Truck Loading Zones, 10.64 – Toy Vehicles, and 10.76 – One Way Traffic Direction, are no longer required for the proper order of the city because the city adopted Chapter 10.04 – Traffic Code, thereby rendering these chapters obsolete; and

WHEREAS, RMC Chapter 10.68 – Inoperable Vehicles, is no longer required for the proper order of the city because it is a duplication of RMC Chapter 8.20 – Nuisances; and

WHEREAS, RMC Chapters 10.04 – Traffic Code, 10.36 – Parking, 10.56 – Truck Routes, 10.62 – Compression Brakes, and 10.72 – Impoundment of Vehicles, for the proper order of the city, need to be repealed and replaced to align them with Chapter 10.04 – Traffic Code; and

WHEREAS, the required portions of the above cited RMC Chapters that are applicable to maintaining proper order and discipline in the city are being retained and, in some instances, restructured for clarification and alignment within RMC Title 10; and

WHEREAS, the City Council finds that repealing the duplicated RMC Chapters and repealing and replacing the outdated RMC Chapters is in the best interest of the city and necessary to promote public health, welfare, and safety.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMOND, WASHINGTON AS FOLLOWS:

Section 1. Repeal RMC Chapters, 10.12 – Stop Signs, 10.16 – Speed Limits, 10.20 – U-Turns, 10.24 – Passing on Bridges, 10.28 – School Crossings, 10.32 – Flood and High-Water Barricades, 10.40 – Handicapped Parking, 10.44 – Loading Zones, 10.48 – Trucks, 10.60 – Truck Loading Zones, 10.64 – Toy Vehicles, 10.68 – Inoperable Vehicles, and 10.76 – One Way Traffic Direction, in their entirety.

Section 2. Repeal RMC Chapter 10.04 – Traffic Code, and replace with the following RMC Chapter 10.04 – Model Traffic Ordinance:

Chapter 10.04 MODEL TRAFFIC ORDINANCE

Sections:

[10.04.010 Washington Model Traffic Ordinance - Adoption by reference.](#)

[10.04.020 Sections Not Adopted](#)

10.04.010 Washington Model Traffic Ordinance – Adoption by reference.

The “Washington Model Traffic Ordinance (MTO),” Chapter 308-330 WAC, is adopted by reference as the traffic ordinance of the city as if set forth in full.

10.04.020 Sections not adopted.

The following sections or portions of sections of the MTO are not adopted by reference and are expressly deleted: WAC [308-330-250, 308-330-469, 308-330-500, 308-330-505, 308-330-510, 308-330-515, 308-330-520, 308-330-525, and 308-330-530.](#)

Section 3. Repeal RMC Chapter 10.36 – Parking, and replace with the following RMC Chapter 10.08 – Handicapped Parking:

Chapter 10.08 HANDICAPPED PARKING

Sections:

[10.08.010 Handicapped parking.](#)

[10.08.020 Violation - Penalty.](#)

10.08.010 Handicapped parking.

A. The city traffic engineer may, upon request, designate handicapped parking spaces to be identified by official traffic control devices.

B. Any person requiring a handicapped parking space on a public right-of-way shall submit a letter of request to the city justifying the requirement for a handicapped parking space,

identifying their ownership or residency interest in the adjoining land or property, and providing any additional information requested by the city to complete a parking needs analysis.

C. Upon city approval of the handicapped parking space request, the traffic engineer shall determine the cost associated with placing official traffic control devices to designate a restricted parking space, and after the applicant has made full payment to the city for said cost, coordinate placement of a handicapped parking restriction sign and street markings, as applicable. The traffic engineer may allow the applicant to procure and/or place the restricted parking space signage and markings.

D. Any handicapped designation issued under this section shall expire 24 months from the issue date unless a request for renewal is received and approved by the traffic engineer. A renewal fee to maintain the official traffic control devices may be charged, as determined by the traffic engineer.

10.36.020 Violation – Penalty.

The police department is vested with the authority to have impounded and towed away at the cost of the owner any vehicle parked in violation of this chapter. Any person violating any of the provisions of this chapter shall be subject to a penalty of \$25.

Section 4. Repeal RMC Chapter 10.56 – Truck Routes, and replace with the following RMC Chapter 10.12 – Overweight Vehicles:

Chapter 10.12 OVERWEIGHT VEHICLES

Sections:

[10.12.010 Gross weight restrictions – Vehicles over 20,000 pounds to use truck routes – Exceptions – Haul permits.](#)

[10.12.020 Gross weight restrictions – Overnight parking of vehicles over 10,000 pounds prohibited on city streets and alleys.](#)

[10.12.030 Truck routes designated.](#)

[10.12.040 Violation – Penalty.](#)

10.12.010 Gross weight restrictions – Vehicles over 20,000 pounds to use truck routes – Exceptions – Haul permits.

A. It shall be unlawful for any person, firm, or corporation to drive or operate a motor vehicle having a gross weight greater than 20,000 pounds upon any city street or alley except those

streets or sections of streets designated as truck routes in Section 10.12.030 or those that are a part of the State Highway System (Highway 6, Highway 101, and Highway 105); provided, however, that vehicles of a greater weight may be operated from said truck route or State Highway System upon other streets or alleys when it is necessary to do so for the purpose of making deliveries, picking up merchandise or articles to be transported in such vehicles, or when seeking or receiving routine vehicle maintenance.

B. Upon application of the owner or operator, the city engineer may issue an overweight vehicle haul permit for the operation of vehicles exceeding the weight limits set forth herein to traverse other streets and alleys when it is necessary to do so and a fee shall be charged, (see current fee schedule). Such overweight vehicle haul permit shall specify the street or streets over which the vehicle may be operated; the period for which such permit shall be valid; and may be conditioned at the discretion of the city engineer.

10.12.020 Gross weight restrictions – Overnight parking of vehicles over 10,000 pounds prohibited on city streets and alleys.

No motor vehicle in excess of 10,000 pounds gross weight shall be permitted to park overnight on any city streets or alleys.

10.12.030 Truck routes designated.

The following city streets shall be designated as truck routes:

- A. Bloomhardt Road, between Highway 6 and City limits;
- B. Franklin Street, between Third Street and Eighth Street;
- C. Monohon Landing Road, between Highway 101 and City limits;
- D. Shahour Road, between Highway 101 and City limits.

10.12.040 Violation – Penalty.

Any person, firm, or corporation violating the provisions of this chapter shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$250.

Section 5. Repeal RMC Chapter 10.62 – Compression Brakes, and replace with the following RMC Chapter 10.16 – Compression Brakes:

Chapter 10.16

COMPRESSION BRAKES

Sections:

[10.16.010 Definitions.](#)

[10.16.020 Nuisance declared.](#)

[10.16.030 Prohibited.](#)

[10.16.040 Violation - Penalty.](#)

10.16.010 Definitions.

As set forth in this section:

A. "Motor vehicle" means all motor vehicles with a gross vehicle weight rating of 10,001 pounds or more, operated on public roads, and equipped with an engine compression brake device.

B. "Engine compression brake device" means any device that uses the engine and transmission to impede the forward motion of the motor vehicle by compression of the engine.

10.16.020 Nuisance declared.

The use of a motor vehicle engine compression brake device disturbs and disrupts the public peace and quiet, and disturbs the residents of the city in their rest and in the enjoyment of their property, and by reason thereof, is a public nuisance.

10.16.030 Prohibited.

The use of an engine compression brake device is prohibited, in accordance with RCW 46.37.395.

10.16.040 Violation - Penalty.

The monetary penalty for violating this chapter is \$200 per infraction.

Section 6. Repeal RMC Chapter 10.72 – Impoundment of Vehicles, and replace with the following RMC Chapter 10.20 – Impoundment of Vehicles:

Chapter 10.20

IMPOUNDMENT OF VEHICLES

Sections:

[10.20.010 Definitions.](#)

[10.20.020 Parking vehicles for longer than 24 hours prohibited.](#)

[10.20.030 Impoundment of parked vehicles authorized when.](#)

[10.20.040 Notice to owner of impounded vehicle.](#)

[10.20.050 Disposition of unclaimed vehicles.](#)

[10.20.060 Violation - Penalty.](#)

10.20.010 Definitions.

The following definitions are applicable in the enforcement of this chapter:

A. "Abandoned vehicle" means all vehicles left upon city streets or alleys for a period of more than seven days, except operable vehicles parked in front of the vehicle owner's residence.

B. "Alley" means a public right-of-way not designed for general travel and used primarily as a means of access to the rear of residences and business establishments. The width shall be determined by the boundaries as set forth by plat.

C. "City street" means every public highway, or part thereof, located within the city. It means that portion of the city street or thoroughfare which includes the area from sidewalk to sidewalk; if there is no sidewalk, it includes the area as shown on the plat map of the street.

D. "Disabled vehicle" means a vehicle which has one or more flat tires, unmounted wheels, lack of major component parts, illegal or defective equipment, or for any other reason is incapable of operation as a vehicle.

E. "Operable vehicle" means a vehicle which has all major components required for operation, together with all wheels and inflated tires.

F. "Prohibited parking space" means any parking area within the city where parking is prohibited by ordinance of the city.

G. "Prohibited vehicle" means any motor home; trailer; camper, whether mounted or not; boat, whether on a trailer or not; and truck with a load capacity of one ton or more.

H. "Unlicensed vehicle" means any vehicle not having a current valid vehicle license displayed thereon as required by law.

10.20.020 Parking vehicles for longer than 24 hours prohibited.

A. It is unlawful for any vehicle which is abandoned, disabled, prohibited, or unlicensed, as defined in this chapter, to be parked or permitted to remain upon the city streets or alleys longer than 24 hours without a permit as described in subsection (B) of this section.

Additionally, it is unlawful to park in a prohibited parking space. Any vehicle, trailer, camper, or boat parked in a manner prohibited in this section shall be subject to impoundment.

B. Any person requesting to park a vehicle as described in subsection (A) of this section upon a city street or alley for any purpose shall within 24 hours obtain a permit from the Public Works Department. There shall be no fee for the issuance of this permit. The parking of any vehicle as described in subsection (A) of this section even with a permit shall not exceed 20 days in any calendar year.

10.20.030 Impoundment of parked vehicles authorized when.

The police shall, upon violation of RMC [10.20.020](#), have the authority to tag a violating vehicle and provide written notice, by certified mail with signature service requested, to the last known address of the registered owner according to records on file with the Department of Motor Vehicles, that if the tagged vehicle is not moved within the time frame specified on the notice the vehicle will be impounded. The city will pay to have the tagged vehicle relocated to a vehicle impound area. The tow company will be responsible for collecting any additional costs associated with impounding and disposing of the tagged vehicle from the vehicle's owner or as otherwise provided by law.

10.20.040 Notice to owner of impounded vehicle.

The city shall provide the name and phone number of the tow company to the registered and legal owner upon request for any vehicle impounded within the past 6-months by the city under authority of RMC 10.20.030.

10.20.050 Disposition of unclaimed vehicles.

An unclaimed vehicle shall be disposed of by the tow company according to the rules of law.

10.20.060 Violation – Penalty.

Any violation of this chapter is a class 1 civil infraction, maximum penalty of which is \$250 plus statutory assessments, costs, and attorney's fees. Each continued day of noncompliance shall constitute a separate offense.

Section 7. If any portion of this ordinance is held to be invalid or unconstitutional for any reason, such finding shall not affect the remainder of the ordinance, which shall remain in full force and effect.

Section 8. This ordinance shall be in full force and effect five (5) days after its passage and publication as provided by law.

INTRODUCED AND PASSED THIS 20TH DAY OF FEBRUARY 2023.

AYES-

NOES-

ABSENT-

Dee Roberts, Mayor

Attest:

Kayla Macintosh, City Clerk/Treasurer

MEMORANDUM

TO: MAYOR AND CITY COUNCIL
FROM: CITY PLANNER
DATE: JANUARY 27, 2023
SUBJECT: UPDATE TO RAYMOND MUNICIPAL CODE - TITLE 10

BACKGROUND:

In 1958, the city adopted multiple vehicle and traffic Ordinances under Chapter 7.24 of the Raymond Municipal Code (RMC). When the city standardized codification of Ordinances, via Code Publishing, Chapter 7 was migrated into Title 10 – Vehicles and Traffic.

After the migration, various Chapters and Sections of Title 10 were amended in 1980, 1981, 1982, 1983, 1984, 1988, 1989, 1990, 1991, 1992, and 1994. The 1994 amendment, in part, adopted the Washington Model Traffic Ordinance (MTO), as set forth in Chapter 308-330 of the Washington Administrative Code (WAC). The purpose of the MTO is to encourage highway safety and uniform traffic laws by authorizing the department of licensing to adopt a comprehensive compilation of sound, uniform traffic laws to serve as a guide which local authorities may adopt by reference, or any part thereof, including all future amendments or additions thereto. The MTO was not intended to deny any local authority its legislative power, but rather to enhance safe and efficient movement of traffic throughout the state by having current, uniform traffic laws available. After the city adopted the MTO in 1994, Title 10 was further amended in 1996, 1997, 1998, 2002, 2006, and 2015.

After receiving multiple complaints from local truck drivers concerning the city's policy regarding overweight vehicle permits, the city planner initiated a review of RMC 10.56 – Truck Routes, to address the concerns and simplify the permit process. The policy currently requires a signature of approval from all neighbors within 200-feet of an overweight vehicle parking location within the Residential Zone, a public meeting before the planning commission, recommendation from the planning commission to the city council, and a meeting of the city council to approve, approve with conditions, or deny a permit; and the permit is required to be renewed annually.

Upon investigation of RMC 10.56, it became evident that RMC Chapters, 10.44 – Loading Zones, 10.48 - Trucks, 10.60 – Truck Loading Zones, and 10.62 – Compression Brakes, also needed to be analyzed because these Chapters are related to overweight vehicles. As the review process expanded to include these additional Chapters, it was realized that these chapters also contained regulations related to parking overweight within the city. Therefore, the analysis was expanded even further to include additional Chapters related to parking, to wit: Chapters 10.36 – Parking, and 10.40 – Handicapped Parking. During the expanded analysis, it was noted that in 1994 the city had adopted the MTO. This realization led to an in-depth review of the MTO. Following this in-depth review, a decision was made to conduct an analysis on all Chapters contained within Title 10 of the RMC to determine their correlation with the MTO. After an extensive review of the MTO, and in collaboration with the Raymond Police Department, it was

established that the MTO included almost every Section of RCW Chapter 46.61 – RULES OF THE ROAD, as well as a multitude of other RCW Chapters related to traffic.

The evaluation of Title 10, in comparison with the MTO, revealed that there were many duplications, conflicts, and outdated information with Title 10. Since the MTO is routinely updated by the Washington State Legislature, and the updates automatically apply to the City of Raymond, the only Chapters required to remain in Title 10 of the RMC are those addressing local circumstances for which the city council finds it necessary to deviate from the regulations established by the MTO.

FINDINGS of FACT:

RMC Chapter 10.04.010 – Washington Model Traffic Ordinance – Adoption by reference.

In this Section of Chapter 10.04 RMC, the city adopted the MTO, WAC 308-330, which in part establishes the following:

1. WAC 308-330-005 Purpose of this chapter.

The purpose of this chapter is to encourage highway safety and uniform traffic laws by authorizing the department of licensing to adopt a comprehensive compilation of sound, uniform traffic laws to serve as a guide which local authorities may adopt by reference or any part thereof, including all future amendments or additions thereto. Any local authority which adopts this chapter by reference may at any time exclude any section or sections from this chapter which it does not desire to include in its local traffic ordinance. This chapter is not intended to deny any local authority its legislative power, but rather to enhance safe and efficient movement of traffic throughout the state by having current, uniform traffic laws available.

2. WAC 308-330-010 Amendments to this chapter automatically included.

The addition of any new section to, or amendment or repeal of any section in, this chapter shall be deemed to amend any city, town, or county ordinance which has adopted by reference to this chapter or any part thereof, and it shall not be necessary for the legislative authority of any city, town, or county to take any action with respect to such addition, amendment, or repeal notwithstanding the provisions of RCW [35.21.180](#), [35A.12.140](#), [35A.13.180](#), and [36.32.120\(7\)](#).

3. WAC 308-330-030 Uniformity in application.

The provisions of this chapter relating to the operation of vehicles shall be applicable and uniform upon all persons operating vehicles upon the public highways of this state, except as otherwise specifically provided.

4. WAC 308-330-100 Chapter 46.04 RCW (Definitions) adopted by reference.

All sections of chapter ~~16.01~~ RCW as now or hereafter amended are hereby adopted by reference as a part of this chapter in all respects as though such sections were set forth herein in full.

5. **WAC 308-330-109** thru **WAC 308-330-190** provide additional “definitions” for words and phrases.

6. **WAC 308-330-195** thru **WAC 308-330-255** adopt various sections of the RCW and define other regulations that are not pertinent to this traffic code update.

7. **WAC 308-330-260 Traffic engineer.**

(1) The office of traffic engineer is established: Provided, That if there is no traffic engineer, then the engineer of the local authority shall serve as traffic engineer in addition to his/her other functions, and shall exercise the powers and duties with respect to traffic as provided in this chapter: Provided further, That if there is no engineer in the local authority, then the appointing authority shall designate a person to exercise such powers and duties.

(2) It shall be the general duty of the traffic engineer to determine the installation and maintenance of traffic control devices, to conduct engineering analysis of traffic accidents and to devise remedial measures, to conduct engineering investigations of traffic conditions, to plan the operation of traffic on the highways of the local authority, to cooperate with other officials in the development of ways and means to improve traffic conditions, and to carry out the additional powers and duties imposed by any ordinances of the local authority.

8. **WAC 308-330-265 Traffic engineer—Authority.**

The traffic engineer is authorized:

(1) To place and maintain official traffic control devices when and as required under the traffic ordinances or resolutions of the local authority to make effective the provisions of said ordinances or resolutions, and may place and maintain such additional official traffic control devices as he/she may deem necessary to regulate, warn, or guide traffic under the traffic ordinances or resolutions of the local authority;

(2) To place and maintain official traffic control devices as he/she may deem necessary to regulate, warn, or guide traffic for construction, detours, emergencies, and special conditions;

(3) To designate and maintain, by appropriate devices, marks, or lines upon the surface of the roadway, crosswalks at intersections where in his/her opinion there is particular danger to pedestrians crossing the roadway, and in such other places as he/she may deem necessary;

- (4) To establish safety zones of such kind and character and at such places as he/she may deem necessary for the protection of pedestrians;
- (5) To mark traffic lanes upon the roadway of any highway where a regular alignment of traffic is necessary;
- (6) To regulate the timing of traffic signals so as to permit the movement of traffic in an orderly and safe manner;
- (7) To place official traffic control devices within or adjacent to intersections indicating the course to be traveled by vehicles turning at such intersections, in accordance with the provisions of this chapter, and such course to be traveled as so indicated may conform to or be other than as prescribed by law;
- (8) To determine those intersections at which drivers of vehicles shall not make a right, left, or U-turn, and shall place proper signs at such intersections. The making of such turns may be prohibited between certain hours of any day and permitted at other hours, in which event the same shall be plainly indicated on the signs or they may be removed when such turns are permitted;
- (9) To erect and maintain stop signs, yield signs, or other official traffic control devices to designate arterial highways or to designate intersection or other roadway junctions at which vehicular traffic on one or more of the roadways shall yield or stop and yield before entering the intersection or junction, except as provided in RCW [46.61.195](#);
- (10) To issue special permits to authorize the backing of a vehicle to the curb for the purpose of loading or unloading property subject to the terms and conditions of such permit. Such permits may be issued either to the owner or lessee of real property alongside the curb or to the owner of the vehicle and shall grant to such person the privilege as therein stated and authorized by this section;
- (11) To erect signs indicating no parking upon both sides of a highway when the width of the improved roadway does not exceed twenty feet, or upon one side of a highway as indicated by such signs when the width of the improved roadway is between twenty and twenty-eight feet;
- (12) To determine when standing or parking may be permitted upon the left-hand side of any roadway when the highway includes two or more separate roadways and traffic is restricted to one direction upon any such roadway and to erect signs giving notice thereof;
- (13) To determine and designate by proper signs places not exceeding one hundred feet in length in which the stopping, standing, or parking of vehicles would create an especially hazardous condition or would cause unusual delay to traffic;

- (14) To determine the location of loading zones, passenger loading zones, and tow-away zones and shall place and maintain appropriate signs or curb markings supplemented with the appropriate words stenciled on the curb indicating the same and stating the hours during which the provisions of this chapter are applicable;
- (15) To establish bus stops, bus stands, taxicab stands, and stands for other for hire vehicles on such highways in such places and in such number as he/she shall determine to be of the greatest benefit and convenience to the public, and every such bus stop, bus stand, taxicab stand, or other stand shall be designated by appropriate signs or by curb markings supplemented with the appropriate words stenciled on the curb;
- (16) To erect and maintain official traffic control devices on any highway or part thereof to impose gross weight limits on the basis of an engineering and traffic investigation;
- (17) To erect and maintain official traffic control devices on any highway or part thereof to prohibit the operation of trucks exceeding ten thousand pounds gross weight on the basis of an engineering and traffic investigation: Provided, That such devices shall not prohibit necessary local operation on such highways for the purpose of making a pickup or delivery;
- (18) To erect and maintain official traffic control devices on any highway or part thereof to impose vehicle size restrictions on the basis of an engineering and traffic investigation;
- (19) To determine and designate those heavily traveled highways upon which shall be prohibited any class or kind of traffic which is found to be incompatible with the normal and safe movement of traffic on the basis of an engineering and traffic investigation and shall erect appropriate official traffic control devices giving notice thereof;
- (20) To install parking meters in the established parking meter zones upon the curb adjacent to each designated parking space;
- (21) To designate the parking space adjacent to each parking meter for which such meter is to be used by appropriate markings upon the curb and/or the pavement of the highway;
- (22) To post appropriate signs making it unlawful for pedestrians to cross highways in certain crosswalks when such crossing would endanger either pedestrian or vehicular traffic using the highway;
- (23) To test new or proposed traffic control devices under actual conditions of traffic.

9. **WAC 308-330-270** thru **WAC 308-330-406** adopt various sections of the RCW. The following traffic control devices require council action as stipulated in WAC 308-330-270 – Local authority-Authority:

After an engineering and traffic investigation by the traffic engineer, the local authority may by resolution:

- (1) Decrease maximum speed limits pursuant to RCW [46.61.415](#);
- (2) Increase maximum speed limits pursuant to RCW [46.61.415](#);
- (3) Determine and declare the maximum speed limits on arterial highways pursuant to RCW [46.61.415](#);
- (4) Determine and declare upon what highways angle parking shall be permitted pursuant to RCW [46.61.575\(3\)](#);
- (5) Prohibit, regulate, or limit, stopping, standing, or parking of vehicles on any highway at all times or during such times as shall be indicated by official traffic control devices;
- (6) Determine and declare parking meter zones upon those highways or parts thereof where the installation of parking meters will be necessary to regulate parking;
- (7) Close any highway or part thereof temporarily to any or all traffic;
- (8) Determine and declare one-way highways pursuant to RCW [46.61.135](#);
- (9) Determine and declare arterial highways pursuant to RCW [46.61.195](#) and [46.61.435](#).

10. WAC 308-330-408 RCW sections adopted—Traffic laws, signs, signals, markings.

Adopts the following sections of the RCW pertaining to obedience to and effect of traffic laws, traffic signs, signals, and markings: [46.61.005](#), [46.61.015](#), [46.61.020](#), [46.61.021](#), [46.61.022](#), [46.61.024](#), [46.61.025](#), [46.61.030](#), [46.61.035](#), [46.61.050](#), [46.61.05](#), [46.61.060](#), [46.61.065](#), [46.61.070](#), [46.61.072](#), [46.61.075](#), [46.61.080](#), and [46.61.085](#).

- (1) **RCW [46.61.050](#) Obedience to and required traffic control devices.** As adopted above:

a) The driver of any vehicle, a person operating a bicycle, and every pedestrian shall obey, and the operation of every personal delivery device shall follow, the instructions of any official traffic control device applicable thereto, and as specified in this chapter, placed in accordance with the provisions of this chapter, unless otherwise directed by a traffic or police officer, subject to the exception granted the driver of an authorized emergency vehicle in this chapter.

b) No provision of this chapter for which official traffic control devices are required shall be enforced against an alleged violator if at the time and place of the alleged violation an official device is not in proper position and sufficiently legible or visible to be seen by an ordinarily observant person. Whenever a particular section does not state that official traffic control devices are required, such section shall be effective even though no devices are erected or in place.

c) Whenever official traffic control devices are placed in position approximately conforming to the requirements of this chapter, such devices shall be presumed to have been so placed by the official act or direction of lawful authority, unless the contrary shall be established by competent evidence.

d) Any official traffic control device placed pursuant to the provisions of this chapter and purporting to conform to the lawful requirements pertaining to such devices shall be presumed to comply with the requirements of this chapter, unless the contrary shall be established by competent evidence.

11. WAC 308-330-409 Traffic control devices required—Stopping, standing, and parking.

No prohibition, regulation, or limitation relating to stopping, standing, or parking imposed under this chapter or any ordinance of the local authority for which traffic control devices are required shall be effective unless official traffic control devices are erected and in place at the time of any alleged offense.

12. WAC 308-330-415 RCW sections adopted—Right of way.

The following sections of the Revised Code of Washington (RCW) pertaining to vehicles and pedestrians use of roadways, right of way, rights and duties as now or hereafter amended are hereby adopted by reference as a part of this chapter in all respects as though such sections were set forth herein in full:

RCW 46.61.100, 46.61.105, 46.61.110, 46.61.115, 46.61.120, 46.61.125, 46.61.130, 46.61.135, 46.61.140, 46.61.145, 46.61.150, 46.61.155, 46.61.160, 46.61.165, 46.61.180, 46.61.183, 46.61.184, 46.61.185, 46.61.190, 46.61.195, 46.61.200, 46.61.202, 46.61.205, 46.61.210, 46.61.212, 46.61.215, 46.61.220, 46.61.230, 46.61.235, 46.61.240, 46.61.245, 46.61.250, 46.61.255, 46.61.260, 46.61.261, 46.61.264, 46.61.266, and 46.61.269.

(1) The following table is an excerpt of the RCW titles as adopted above:

- 46.61.100** Keep right except when passing, etc.
- 46.61.105** Passing vehicles proceeding in opposite directions.
- 46.61.110** Overtaking on the left—Fine.
- 46.61.115** When overtaking on the right is permitted.
- 46.61.120** Limitations on overtaking on the left.
- 46.61.125** Further limitations on driving to left of center of roadway.
- 46.61.130** No-passing zones.
- 46.61.135** One-way roadways and rotary traffic islands.
- 46.61.140** Driving on roadways laned for traffic.
- 46.61.145** Following too closely—Vulnerable users of a public way—Fine.
- 46.61.150** Driving on divided highways.
- 46.61.155** Restricted access.

- 46.61.160 Restrictions on limited access highway—Use by bicyclists.
- 46.61.165 High occupancy vehicle lanes—Monetary penalties for traffic infractions—Definition.

RIGHT-OF-WAY

- 46.61.180 Vehicle approaching intersection—Vulnerable users of a public way—Fine.
- 46.61.183 Nonfunctioning signal lights.
- 46.61.184 Bicycle, moped, or street legal motorcycle at intersection with inoperative vehicle detection device.
- 46.61.185 Vehicle turning left—Vulnerable users of a public way—Fine.
- 46.61.190 Vehicle entering stop or yield intersection—Vulnerable users of a public way—Fine.
- 46.61.195 Arterial highways designated—Stopping on entering.
- 46.61.200 Stop intersections other than arterial may be designated.
- 46.61.202 Stopping when traffic obstructed.
- 46.61.205 Vehicle entering highway from private road or driveway—Vulnerable users of a public way—Fine.
- 46.61.210 Operation of vehicles on approach of emergency vehicles.
- 46.61.212 Emergency or work zones—Approaching—Penalty—Violation.
- 46.61.215 Highway construction and maintenance.
- 46.61.220 Transit vehicles.

PEDESTRIANS' RIGHTS AND DUTIES

- 46.61.230 Pedestrians subject to traffic regulations.
- 46.61.235 Crosswalks.
- 46.61.240 Crossing at other than crosswalks.
- 46.61.245 Drivers to exercise care.
- 46.61.250 Pedestrians on roadways—Pedestrians and personal delivery devices on highways (*as amended by 2019 c 214*).
- 46.61.250 Pedestrians on roadways (*as amended by 2019 c 403*).
- 46.61.255 Pedestrians soliciting rides or business.
- 46.61.260 Driving through safety zone prohibited.
- 46.61.261 Sidewalks, crosswalks—Pedestrians, bicycles, personal delivery devices.
- 46.61.264 Pedestrians and personal delivery devices yield to emergency vehicles.
- 46.61.266 Pedestrians under the influence of alcohol or drugs.
- 46.61.269 Passing beyond bridge or grade crossing barrier prohibited.

13. WAC 308-330-421 RCW sections adopted—Turning, starting and stopping.

The following sections of the Revised Code of Washington (RCW) pertaining to turning, starting, signals on stopping and turning, and special stops as now or hereafter amended are hereby adopted by reference as a part of this chapter in all respects as though such sections were set forth herein in full:

RCW 46.61.290, 46.61.295, 46.61.300, 46.61.305, 46.61.310, 46.61.315, 46.61.340, 46.61.345, 46.61.350, 46.61.355, 46.61.365, 46.61.370, 46.61.371, 46.61.372, 46.61.375, 46.61.380, and 46.61.385.

(1) The following table is an excerpt of the RCW titles as adopted above:

TURNING AND STARTING AND SIGNALS
ON STOPPING AND TURNING

- 46.61.290** Required position and method of turning at intersections.
- 46.61.295** "U" turns.
- 46.61.300** Starting parked vehicle.
- 46.61.305** When signals required—Improper use prohibited.
- 46.61.310** Signals by hand and arm or signal lamps.
- 46.61.315** Method of giving hand and arm signals.

SPECIAL STOPS REQUIRED

- 46.61.340** Approaching railroad grade crossings.
- 46.61.345** All vehicles must stop at certain railroad grade crossings.
- 46.61.350** Approaching railroad grade crossings—Specific vehicles—Exceptions—Definition.
- 46.61.355** Moving heavy equipment at railroad grade crossings—Notice of intended crossing.
- 46.61.365** Emerging from alley, driveway, or building.
- 46.61.370** Overtaking or meeting school bus, exceptions—Duties of bus driver—Penalty—Safety cameras.
- 46.61.371** School bus stop sign violators—Identification by vehicle owner.
- 46.61.372** School bus stop sign violators—Report by bus driver—Law enforcement investigation.
- 46.61.375** Overtaking or meeting private carrier bus—Duties of bus driver.
- 46.61.380** Rules for design, marking, and mode of operating school buses.
- 46.61.385** School patrol—Appointment—Authority—Finance—Insurance.

14. WAC 308-330-423 RCW sections adopted—Speed restrictions.

The following sections of the Revised Code of Washington (RCW) pertaining to speed restrictions as now or hereafter amended are hereby adopted by reference as a part of this chapter in all respects as though such sections were set forth herein in full: [RCW 46.61.400](#), [46.61.415](#), [46.61.419](#), [46.61.425](#), [46.61.427](#), [46.61.428](#), [46.61.435](#), [46.61.440](#), [46.61.445](#), [46.61.450](#), [46.61.455](#), [46.61.460](#), [46.61.465](#), and [46.61.470](#).

(1) The following table is an excerpt of the RCW titles as adopted above:

SPEED RESTRICTIONS

46.61.400	Basic rule and maximum limits.
46.61.415	When local authorities may establish or alter maximum limits.
46.61.419	Private roads—Speed enforcement.
46.61.425	Minimum speed regulation—Passing slow moving vehicle.
46.61.427	Slow-moving vehicle to pull off roadway.
46.61.428	Slow-moving vehicle driving on shoulders, when.
46.61.435	Local authorities to provide "stop" or "yield" signs at intersections with increased speed highways—Designated as arterials.
46.61.440	Maximum speed limit when passing school or playground crosswalks—Penalty, disposition of proceeds.
46.61.445	Due care required.
46.61.450	Maximum speed, weight, or size in traversing bridges, elevated structures, tunnels, underpasses—Posting limits.
46.61.455	Vehicles with solid or hollow cushion tires.
46.61.460	Special speed limitation on motor-driven cycle.
46.61.465	Exceeding speed limit evidence of reckless driving.
46.61.470	Speed traps defined, certain types permitted—Measured courses, speed measuring devices, timing from aircraft.

15. RCW [46.61.400](#) Basic rule and maximum limits.

- (1) No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions and having regard to the actual and potential hazards then existing. In every event speed shall be so controlled as may be necessary to avoid colliding with any person, vehicle or other conveyance on or entering the highway in compliance with legal requirements and the duty of all persons to use due care.
- (2) Except when a special hazard exists that requires lower speed for compliance with subsection (1) of this section, the limits specified in this section or established as hereinafter authorized shall be maximum lawful speeds, and no person shall drive a vehicle on a highway at a speed in excess of such maximum limits.
 - (a) Twenty-five miles per hour on city and town streets;

- (b) Fifty miles per hour on county roads;
- (c) Sixty miles per hour on state highways.

The maximum speed limits set forth in this section may be altered as authorized in RCW [46.61.405](#), [46.61.410](#), and [46.61.415](#).

- (3) The driver of every vehicle shall, consistent with the requirements of subsection (1) of this section, drive at an appropriate reduced speed when approaching and crossing an intersection or railway grade crossing, when approaching and going around a curve, when approaching a hill crest, when traveling upon any narrow or winding roadway, and when special hazard exists with respect to pedestrians or other traffic or by reason of weather or highway conditions.

16. RCW [46.61.415](#) When local authorities may establish or alter maximum limits.

- (1) Whenever local authorities in their respective jurisdictions determine on the basis of an engineering and traffic investigation that the maximum speed permitted under RCW [46.61.400](#) or [46.61.440](#) is greater or less than is reasonable and safe under the conditions found to exist upon a highway or part of a highway, the local authority may determine and declare a reasonable and safe maximum limit thereon which
 - (a) Decreases the limit at intersections; or
 - (b) Increases the limit but not to more than sixty miles per hour; or
 - (c) Decreases the limit but not to less than twenty miles per hour.
- (2) Local authorities in their respective jurisdictions shall determine by an engineering and traffic investigation the proper maximum speed for all arterial streets and shall declare a reasonable and safe maximum limit thereon which may be greater or less than the maximum speed permitted under RCW [46.61.400\(2\)](#) but shall not exceed sixty miles per hour.
- (3) (a) Cities and towns in their respective jurisdictions may establish a maximum speed limit of twenty miles per hour on a nonarterial highway, or part of a nonarterial highway, that is within a residence district or business district.
 - (b) A speed limit established under this subsection by a city or town does not need to be determined on the basis of an engineering and traffic investigation if the city or town has developed procedures regarding establishing a maximum speed limit under this subsection. Any speed limit established under this subsection may be canceled within one year of its establishment, and the previous speed limit reestablished, without an engineering and traffic investigation. This subsection does not otherwise affect the requirement that cities and towns conduct an engineering and traffic investigation to determine whether to increase speed limits.
 - (c) When establishing speed limits under this subsection, cities and towns shall consult the manual on uniform traffic control devices as adopted by the Washington state department of transportation.

- (4) The secretary of transportation is authorized to establish speed limits on county roads and city and town streets as shall be necessary to conform with any federal requirements which are a prescribed condition for the allocation of federal funds to the state.
- (5) Any altered limit established as hereinbefore authorized shall be effective when appropriate signs giving notice thereof are erected. Such maximum speed limit may be declared to be effective at all times or at such times as are indicated upon such signs; and differing limits may be established for different times of day, different types of vehicles, varying weather conditions, and other factors bearing on safe speeds, which shall be effective when posted upon appropriate fixed or variable signs.
- (6) Any alteration of maximum limits on state highways within incorporated cities or towns by local authorities shall not be effective until such alteration has been approved by the secretary of transportation.

17. WAC 308-330-430 Obedience to angle-parking signs or markings.

Upon those highways which have been signed or marked for angle-parking, no person shall park or stand a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.

18. WAC 308-330-433 Parking not to obstruct traffic.

- (1) No person shall park a vehicle upon a highway in such a manner or under such conditions as to leave available less than ten feet of the width of the roadway for free movement of vehicular traffic.
- (2) No person shall stop, stand, or park a vehicle within an alley in such position as to block the driveway entrance to any abutting property.

19. WAC 308-330-436 Parking for certain purposes unlawful.

- (1) No person shall park any vehicle upon any highway for the principle purpose of:
 - (a) Displaying advertising;
 - (b) Displaying such vehicle for sale;
 - (c) Selling merchandise from such vehicle, except when authorized.
- (2) No person shall park any vehicle upon any roadway for the principle purpose of washing, greasing, or repairing such vehicle except repairs necessitated by an emergency.

20. RCW 46.08.020 Precedence over local vehicle and traffic regulations.

NOTE: Key Point: Title 46 takes precedence without adoption of the MTO:

The provisions of this title [referring to Title 46 RCW] relating to vehicles shall be applicable and uniform throughout this state and in all incorporated cities and towns and all political subdivisions therein and no local authority shall enact or enforce any law, ordinance, rule or regulation in conflict with the provisions of this title except and unless expressly authorized by law to do so and any laws, ordinances, rules or regulations in conflict with the provisions of this title are hereby declared to be invalid and of no effect. Local authorities may, however, adopt additional vehicle and traffic regulations which are not in conflict with the provisions of this title.

(1) The following table is an excerpt of Chapter 46.08 RCW - GENERAL PROVISIONS adopted above:

<u>46.08.010</u>	State preempts registration and licensing fields.
<u>46.08.020</u>	Precedence over local vehicle and traffic regulations.
<u>46.08.030</u>	Uniformity of application.
<u>46.08.065</u>	Publicly owned vehicles to be marked—Exceptions.
<u>46.08.066</u>	Publicly owned vehicles—Confidential license plates, drivers' licenses, identicards—Issuance, rules governing.
<u>46.08.067</u>	Publicly owned vehicles—Violations concerning marking and confidential license plates.
<u>46.08.068</u>	Publicly owned vehicles—Remarking not required, when.
<u>46.08.070</u>	Nonresidents, application to.
<u>46.08.150</u>	Control of traffic on capitol grounds.
<u>46.08.160</u>	Control of traffic on capitol grounds—Enforcing officer.
<u>46.08.170</u>	Control of traffic on capitol grounds—Violations, traffic infractions, misdemeanors—Jurisdiction.
<u>46.08.172</u>	Parking rental fees—Establishment.
<u>46.08.175</u>	Golf cart zones.
<u>46.08.185</u>	Electric vehicle charging stations—Signage—Penalty.
<u>46.08.190</u>	Jurisdiction of judges of district, municipal, and superior court.
<u>46.08.195</u>	Name and address of record for license, permit, identicard, title, and registration applicants—Notice.

CONCLUSIONS:

- A. In accordance with WAC 308-330-409, no prohibition, regulation, or limitation relating to stopping, standing, or parking (imposed under the MTO or any ordinance of the local authority) shall be effective unless official traffic control devices are erected and in place at the time of any alleged offense.

- B. The local authority is charged with erecting the necessary traffic and pedestrian traffic control devices to safeguard the public transportation system. The authority will erect all devices necessary to control transportation movements in a safe and efficient manner. Any device properly erected is considered legal and required to be obeyed, unless proven otherwise in a court of law. The local authority does not have to adopt such erections by Ordinance to make them legal because the adoption of the MTO provides the local authority with the legal right to make such decisions.

RECOMMENDATIONS:

- A. **RMC Chapter 10.04.020 – Motorized wheeled transportation devices.** *Recommended for deletion.*

This subsection is not required because subparagraph B.1.b. of this subsection states in part, “Operation shall be to the same extent and subject to the same rules and regulations applicable to and governing the utilization of bicycles, as more fully set forth in the provisions of the Washington Model Traffic Ordinance, found in Chapter 308-330 WAC and adopted through the provisions of this chapter.” As such, the provisions of 308-330 WAC have been adopted in Chapter 10.04.010 RMC and therefore this subsection is a duplication of policy, repetitive, and should be deleted.

- B. **RMC Chapters 10.12 – Stop Signs, 10.16 – Speed Limits, 10.20 – U-Turns, 10.24 – Passing on Bridges, 10.28 – School Crossings, 10.32 – Flood and High-Water Barricades, 10.40 – Handicapped Parking, 10.44 – Loading Zones, 10.48 – Trucks, 10.60 – Truck Loading Zones, and 10.76 – One-Way Traffic Direction.** *All recommended for deletion (repeal).*

These Chapters are not needed because they are duplications of policies established in the MTO as adopted by the city in [10.04.010 RMC](#). The MTO stipulates that, “It shall be the general duty of the [local] traffic engineer to determine the installation and maintenance of traffic control devices”, and “To place and maintain official traffic control devices when and as required”. These devices include stop signs, speed limits, U-turns, bridge passing restrictive devices, school crossings, barricade and warning devices, handicapped parking, loading zones, one-way traffic control, and any other traffic control devices placed at the direction of the local traffic authority. Traffic control devices are deemed legal when erected in accordance with established standards and are required to be obeyed, unless proven otherwise in a court of law. The city code does not need to include these Chapters because per the MTO any traffic sign or markings placed or painted per approved methods/standards is considered legal and required by law to be followed – the city code does not need to stipulate the location of signs or markings. Painted lines are used in “no passing zones” (like bridges when applicable). Flood and High-Water Barricades are emergency markers and required to be obeyed per the policies in the MTO – the city code does not need to duplicate law. These Chapters should have been removed when the MTO was originally adopted.

C. RMC 10.36 – Parking, 10.50 – Overweight Vehicles, 10.62 – Compression Brakes, 10.64 Toy Vehicles, 10.66 – Off-Road Vehicles, 10.68 – Inoperable Vehicles, and 10.72 – Impoundment of Vehicles reflect local policy and should remain, with revisions proposed in the adoption Ordinance (repeal & replace). RCW 46.37.395 specifically authorizes a municipality to adopt rules pertaining to Compression Brakes; RCW 46.09.360 provides for a city to regulate the operation of nonhighway vehicles on public lands, waters, and other properties under its jurisdiction, and on streets, roads, or highways within its boundaries by adopting regulations or ordinances, provided such regulations are not less stringent than the provisions of this chapter.

D. Approve adoption of this Ordinance

ORDINANCE NO. 1919

AN ORDINANCE OF THE CITY OF RAYMOND, WASHINGTON, AMENDING SECTIONS OF CHAPTER 15.80 OF THE RAYMOND MUNICIPAL CODE RELATING TO SIGNS.

WHEREAS, Raymond Municipal Code (RMC) Chapter 15.80 – SIGNS, establishes regulations to promote proper maintenance, placement, communications, and innovative design of signs within the city; and

WHEREAS, the current sign code requires clarification of some content; and

WHEREAS, the city council deems these clarifications to be in the best interest of local business and community members alike; and

WHEREAS, a clear and concise sign code is crucial to the economic development of the city and sustainability of business.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RAYMOND, WASHINGTON, AS FOLLOWS:

Section 1. Repeal RMC Section 15.80.020 Definitions, and replace with the following revised Section 15.80.020 Definitions:

15.80.020 Definitions.

For the purpose of this chapter, the following words and phrases are defined as follows:

“Abandoned sign” means a sign remaining in place or not maintained for a period of 90 days, which no longer correctly directs or exhorts any person, or no longer advertises a bona fide business, lessor, owner, product, or activity conducted or available on or off the premises on which such sign is located.

“Anchored” means a sign or sign structure secured or attached by means of rope, chain, sandbags, auger and binder, or other safety means approved by the building official.

“Awning” means any structure made of cloth, metal, or similar material with a frame attached to a building that may project outwards.

“Banner” means any temporary sign intended to be hung, with or without framing, and possessing characters, letters, illustrations, or ornamentation applied to fabric or similar material.

"Beacon" means a guiding or warning signal, as a light or fire, especially one in an elevated position.

"Billboard" means any outdoor advertising sign containing a message, commercial or otherwise, unrelated to any use or activity on the premises on which the sign is located. Directional signs and Electronic Message centers shall not be included in this definition.

"Bracket sign" means a pedestrian sign that is not attached to or a part of an awning or canopy.

"Building" means a roofed and walled structure built for permanent use.

"Building official" means the city employee, or other specified person, charged with the administration of this chapter.

"Bulletin Board" is a surface intended for the posting of public messages, for example, to advertise items wanted or for sale, announce events, or provide information. Bulletin boards are often made of a material such as cork to facilitate addition and removal of messages, as well as a writing surface such as blackboard or whiteboard. Bulletin boards can also be entirely in the digital domain (see Electronic Message Center).

Canopy. See "Awning."

"Code enforcing official" means the city employee, or designee, charged with the enforcement of this chapter.

"Commemorative plaque" means a memorial plaque, plate, or tablet with engraved or cast lettering that is permanently affixed to or near the structure or object it is intended to commemorate.

"Conditional use" means a use permitted in a particular zoning district only upon showing that such a use in a specific location will comply with all the conditions and standards for the location or operation of such use.

"Construction sign" means a temporary sign erected and maintained on a premises undergoing construction which identifies the architects, engineers, contractors, or other individuals or firms involved with the construction of a building; announcing the character of the building or enterprise; or the purpose for which the building is intended.

"Directional sign" means an off-premises temporary sign that contains specific directional information and no advertising information. Minor clarification of the type of business is not to be considered advertising. A directional sign may be erected in conjunction with a valid sign permit issued by the Washington State Department of Transportation.

"Double-faced sign" means a sign with two faces.

"Electronic message center (EMC)" means a permanent digital sign, like a community Bulletin Board, located off premises used to display community information. An EMC is not a digital billboard, which advertises a good or service that is located off premises.

"Electronic message sign (EMS)" means a permanent digital sign located on premises used to advertise goods and services provided at that location. An EMS is not a digital billboard, which advertises a good or service that is located off premises.

"Facade" means the entire building front or street wall face, from grade to the top of the parapet or eaves, and the entire width of the building elevation.

"Flush-mounted sign" means any permanent advertising sign mechanically attached and flush-mounted to a building, fence, or wall that is not an integral part of a building and does not protrude beyond 12 inches.

"Freestanding sign" means a permanent sign that is self-supporting in a fixed location and not attached to a building, fence, or wall. Freestanding signs include, but are not limited to, monument signs and pole signs.

"Grade" means the average elevation as measured at the surface level in the area immediately below the sign, or the center line elevation of the adjacent street, whichever is higher.

"Home occupation sign" means any sign identifying or advertising a home occupation, usually in a residential zone.

"Illuminated sign" means any sign internally illuminated in any manner by an artificial light source. Indirectly illuminated signs shall not be included in this definition.

"Incidental sign" means a small information sign which pertains to goods, products, services, or facilities which are available on the premises where the sign occurs and intended primarily for the convenience of the public while on the premises.

"Indirectly illuminated sign" means any sign externally illuminated in any manner by an artificial light source, such as floodlighting. Illuminated signs shall not be included in this definition.

"Marquee" means a permanent canopy attached to and supported by the building and projecting over the entrance to the building.

"Monument sign" means a permanent freestanding sign that is detached from a building and having a support structure that is a solid appearing base constructed of a permanent material such as concrete block or brick.

"Multiple-tenant building" means a single structure housing more than one retail business, office, or commercial venture, but not including residential apartment buildings.

“Mural” means a painted or otherwise attached or adhered image or representation on the exterior of a building that is visible from a public right-of-way or neighboring property, does not contain commercial advertisement (is noncommercial in nature), and is designed in a manner so as to serve as public art, to enhance public space, and to provide inspirations; identifying the artist and sponsor is not considered advertisement.

“Nonconforming sign” means any sign located within the city on the date of the adoption of the ordinance codified in this chapter which does not conform to the provisions of this chapter, but which did conform to all applicable laws in effect on the date the sign was originally erected.

“Off-premises sign” means any sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located which carries identification and/or directional information.

“On-premises Sign” means a communication device whose message and design relate to a business, an event, goods, profession, or service being conducted, sold, or offered at the same location as where the sign is erected. Additionally, on-premises signs may be programmed to include among its several messages, noncommercial messages and public service announcements.

“Parapet” means a low protective wall along the edge of a roof, bridge, or balcony.

“Pedestrian sign” means any sign that is a part of or attached to an awning or canopy.

“Pole sign” means a permanent freestanding sign more than six feet in height, except home occupations which cannot exceed five feet in height, that is detached from a building and supported by one or more structural elements that are either: (1) architecturally dissimilar to the design of the sign; or (2) less than one-quarter the width of the sign face.

“Political sign” means any sign, poster, or bill promoting or publicizing candidates for public office or issues that are to be voted upon in a general or special election.

“Portable sign” means any moveable sign, such as a sandwich board sign, which is capable of being moved easily and is not permanently affixed to the ground, a structure, or a building.

“Premises” means the real estate on which a sign mentioned in this chapter is located.

“Projecting sign” means a sign that is attached to and projects from a structure or building facade further than 12 inches.

“Real estate sign” means a portable sign erected by the owner, or his agent, advertising the real estate upon which the sign is located for rent, lease, or sale.

"Roof sign" means a permanent sign erected, constructed, or placed upon or over the roof of a building and which is wholly or partly attached to the roof or supported by the building or roof structure.

Sandwich Board Sign. See "Portable sign."

"Sign" means any object or structure displaying any letters or symbols which are intended to advertise, identify, display, or attract attention to any privately owned, semi-public, or public property, premises, product, or service, and which is visible from any property or right-of-way open to the public.

"Sign area" means the area in square feet of the entire physical portion on which the signage, including printing, logos, decorations, and borders, is to be placed. Signage on a double-faced sign does not increase the sign area. Architectural embellishments, decorative framework, and other artistic features that would be allowed as "art" shall not be considered part of the sign and thus not included in the calculation of the sign area unless it contains advertising. A signpost that has been embellished with art will not be considered part of the sign unless it contains wording or logos. A sign structure shall not be included in the calculation of the sign area. The sign area shall be calculated by multiplying the measurements of the length by the width of the perimeter of the sign area. Measurements will be taken at the widest points for signs with uneven edges. Sign area is calculated by measuring the smallest single rectangle that will enclose the combined letters and symbols.

"Sign height" means the vertical distance from grade to the highest point of a sign. The signpost may be higher for aesthetic value provided there is no advertising on that higher portion.

"Sign structure" means any supporting or stabilizing feature included in the construction of a sign. These features include concrete or rock base, undecorated framework, supporting poles, posts, beams, bracing, or other supports as approved by the building official. Structures that perform a separate use, such as telephone booths, bus shelters, Goodwill containers, etc., shall not be considered a sign structure.

"Special event sign" means a sign used to promote or provide direction to a special event.

Streamer Sign. See "Banner sign."

"Street" means a public right-of-way.

"Street frontage" means the linear frontage of a single parcel of property abutting a public street or streets.

"Strobe light" means a device used to produce regular flashes of light.

“Temporary sign” means any sign or advertising display constructed of cloth, canvas, light fabric, paper, cardboard, or other light materials, with or without frames, intended to be displayed for a limited time only.

“Undue brightness” means illumination more than that which is reasonably necessary to make the sign reasonably visible to the average person on an adjacent street.

“Variance” means permission to depart from the literal requirements of this chapter.

“Wall sign” means any advertising sign painted onto or directly affixed with a bonding agent (such as a decal) to any surface of a building, including the roof, shall be considered a “wall sign” except where mechanical attachment is used, such as manufactured signs with cabinets, lettering, or symbols that do not protrude more than 12 inches beyond the facade (see “Flush-mounted signs”).

“Window sign” means a sign placed upon the interior or exterior surface of a window or placed inside and within three feet of the window, which faces the outside and is intended to be seen primarily from the exterior.

Section 2. If any portion of this Ordinance is held to be invalid or unconstitutional for any reason, such a finding shall not affect the remainder of the Ordinance, which shall remain in full force and effect.

Section 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

Section 4. This Ordinance shall be in full force and effect five (5) days after its passage and publication as provided by law.

INTRODUCED AND PASSED THIS 20TH DAY OF FEBRUARY 2023.

AYES-

NOES-

ABSENT-

Dee Roberts, Mayor

Attest:

Kayla Macintosh, City Clerk/Treasurer

MEMORANDUM

TO: MAYOR & CITY COUNCIL
FROM: CITY PLANNER
DATE: JANUARY 27, 2023
SUBJECT: SIGN CODE UPDATE: RMC 15.80 - SIGNS

BACKGROUND

The city council approved an update to Raymond Municipal Code (RMC) 15.80 SIGNS in October 2018. Since this update, the Department of Public Works has noted a few minor inefficiencies in the code specifically related to the “definitions” section. Definitions are a critical element to any code as they reduce interpretations and add clarity to the document.

The city planner did not send this before the planning commission because these are administrative changes/corrections and do not require commissioner/community input.

The Ordinance presented before the council is intended to add clarity to the “definitions” section of the sign code by adding definitions and additional wording. See accompanying Sign Code with Track Changes for specifics.

RECOMMENDATION: Approve the alterations to the “definitions” section of RMC 15.80.

Chapter 15.80

SIGNS

Sections:

[15.80.020 Definitions.](#)

15.80.020 Definitions.

For the purpose of this chapter, the following words and phrases are defined as follows:

"Abandoned sign" means a sign remaining in place or not maintained for a period of 90 days, which no longer correctly directs or exhorts any person, or no longer advertises a bona fide business, lessor, owner, product, or activity conducted or available on or off the premises on which such sign is located.

"Anchored" means a sign or sign structure secured or attached by means of rope, chain, ~~sand~~ bags and binder, or other safety means approved by the building official.

"Awning" means any structure made of cloth, metal, or similar material with a frame attached to a building that may project outwards.

"Banner" means any temporary sign intended to be hung, with or without framing, and possessing characters, letters, illustrations, or ornamentation applied to fabric or similar material.

"Beacon" means a guiding or warning signal, as a light or fire, especially one in an elevated position.

"Billboard" means any outdoor advertising sign containing a message, commercial or otherwise, unrelated to any use or activity on the premises on which the sign is located. Directional signs and Electronic Message centers shall not be included in this definition.

"Bracket sign" means a pedestrian sign that is not attached to or a part of an awning or canopy.

"Building" means a roofed and walled structure built for permanent use.

"Building official" means the city employee, or other specified person, charged with the administration of this chapter.

"Bulletin Board" is a surface intended for the posting of public messages, for example, to advertise items wanted or for sale, announce events, or provide information. Bulletin boards are often made of a material such as cork to facilitate addition and removal of messages, as

well as a writing surface such as blackboard or whiteboard. Bulletin boards can also be entirely in the digital domain (see Electronic Message Center).

Canopy. See "Awning."

"Code enforcing official" means the city employee, or designee, charged with the enforcement of this chapter.

"Commemorative plaque" means a memorial plaque, plate, or tablet with engraved or cast lettering that is permanently affixed to or near the structure or object it is intended to commemorate.

"Conditional use" means a use permitted in a particular zoning district only upon showing that such a use in a specific location will comply with all the conditions and standards for the location or operation of such use.

"Construction sign" means a temporary sign erected and maintained on a premises undergoing construction which identifies the architects, engineers, contractors, or other individuals or firms involved with the construction of a building; announcing the character of the building or enterprise; or the purpose for which the building is intended.

"Directional sign" means an off-premises temporary sign that contains specific directional information and no advertising information. Minor clarification of the type of business is not to be considered advertising. A directional sign may be erected in conjunction with a valid sign permit issued by the Washington State Department of Transportation.

"Double-faced sign" means a sign with two faces.

"Electronic message center (EMC)" means a permanent digital sign, similar to a community Bulletin Board, located off premises used to display a combination of community information and advertising. An EMC is not a digital billboard, which advertises a good or service that is located off premises.

"Electronic message sign (EMS)" means a permanent digital sign located on premises used to advertise goods and services provided at that location. An EMS is not a digital billboard, which advertises a good or service that is located off premises.

"Facade" means the entire building front or street wall face, from grade to the top of the parapet or eaves, and the entire width of the building elevation.

"Flush-mounted sign" means any permanent advertising sign mechanically attached and flush-mounted to a building, fence, or wall that is not an integral part of a building and does not protrude beyond 12 inches.

"Freestanding sign" means a permanent sign that is self-supporting in a fixed location and not attached to a building, fence, or wall. Freestanding signs include, but are not limited to, monument signs and pole signs.

"Grade" means the average elevation as measured at the surface level in the area immediately below the sign, or the center line elevation of the adjacent street, whichever is higher.

"Home occupation sign" means any sign identifying or advertising a home occupation, usually in a residential zone.

"Illuminated sign" means any sign internally illuminated in any manner by an artificial light source. Indirectly illuminated signs shall not be included in this definition.

"Incidental sign" means a small information sign which pertains to goods, products, services, or facilities which are available on the premises where the sign occurs and intended primarily for the convenience of the public while on ~~that~~ the premises.

"Indirectly illuminated sign" means any sign externally illuminated in any manner by an artificial light source, such as floodlighting. Illuminated signs shall not be included in this definition.

"Marquee" means a permanent canopy attached to and supported by the building and projecting over the entrance to the building.

"Monument sign" means a permanent freestanding sign that is detached from a building and having a support structure that is a solid appearing base constructed of a permanent material such as concrete block or brick.

"Multiple-tenant building" means a single structure housing more than one retail business, office, or commercial venture, but not including residential apartment buildings.

"Mural" means a painted or otherwise attached or adhered image or representation on the exterior of a building that is visible from a public right-of-way or neighboring property, does not contain commercial advertisement (is noncommercial in nature), and is designed in a manner so as to serve as public art, to enhance public space, and to provide inspirations; identifying the artist and sponsor is not considered advertisement.

"Nonconforming sign" means any sign located within the city on the date of the adoption of the ordinance codified in this chapter which does not conform to the provisions of this chapter, but which did conform to all applicable laws in effect on the date the sign was originally erected.

"Off-premises sign" means any sign which directs attention to a business, commodity, service, or entertainment conducted, sold, or offered at a location other than the premises on which the sign is located which carries identification and/or directional information.

"On-premises Sign" means a communication device whose message and design relate to a business, an event, goods, profession, or service being conducted, sold, or offered at the same location as where the sign is erected. Additionally, on-premises signs may be programmed to include among its several messages, noncommercial messages and public service announcements.

"Parapet" means a low protective wall along the edge of a roof, bridge, or balcony.

"Pedestrian sign" means any sign that is a part of or attached to an awning or canopy.

"Pole sign" means a permanent freestanding sign ~~in excess of more than~~ six feet in height, except home occupations which cannot exceed five feet in height, that is detached from a building and supported by one or more structural elements that are either: (1) architecturally dissimilar to the design of the sign; or (2) less than one-quarter the width of the sign face.

"Political sign" means any sign, poster, or bill promoting or publicizing candidates for public office or issues that are to be voted upon in a general or special election.

"Portable sign" means any moveable sign, such as a sandwich board sign, which is capable of being moved easily and is not permanently affixed to the ground, a structure, or a building.

"Premises" means the real estate on which a sign mentioned in this chapter is located.

"Projecting sign" means a sign that is attached to and projects from a structure or building facade further than 12 inches.

"Real estate sign" means a portable sign erected by the owner, or his agent, advertising the real estate upon which the sign is located for rent, lease, or sale.

"Roof sign" means a permanent sign erected, constructed, or placed upon or over the roof of a building and which is wholly or partly attached to the roof or supported by the building or roof structure.

Sandwich Board Sign. See "Portable sign."

"Sign" means any object or structure displaying any letters or symbols which are intended to advertise, identify, display, or attract attention to any privately owned, semi-public, or public property, premises, product, or service, and which is visible from any property or right-of-way open to the public.

"Sign area" means the area in square feet of the entire physical portion on which the signage, including printing, logos, decorations, and borders, is to be placed. Signage on a double-faced sign does not increase the sign area. Architectural embellishments, decorative framework, and other artistic features that would be allowed as "art" shall not be considered part of the sign

and thus not included in the calculation of the sign area unless it contains advertising. A sign post/signpost that has been embellished with art will not be considered part of the sign unless it contains wording or logos. A sign structure shall not be included in the calculation of the sign area. The sign area shall be calculated by multiplying the measurements of the length by the width of the perimeter of the sign area. Measurements will be taken at the widest points for signs with uneven edges. Sign area is calculated by measuring the smallest single rectangle that will enclose the combined letters and symbols.

"Sign height" means the vertical distance from grade to the highest point of a sign. The sign post/signpost may be higher for aesthetic value provided there is no advertising on that higher portion.

"Sign structure" means any supporting or stabilizing feature included in the construction of a sign. These features include concrete or rock base, undecorated framework, supporting poles, posts, beams, bracing, or other supports as approved by the building official. Structures that perform a separate use, such as telephone booths, bus shelters, Goodwill containers, etc., shall not be considered a sign structure.

"Special event sign" means a sign used to promote or provide direction to a special event.

Streamer Sign. See "Banner sign."

"Street" means a public right-of-way.

"Street frontage" means the linear frontage of a single parcel of property abutting a public street or streets.

"Strobe light" means a device used to produce regular flashes of light.

"Temporary sign" means any sign or advertising display constructed of cloth, canvas, light fabric, paper, cardboard, or other light materials, with or without frames, intended to be displayed for a limited time only.

"Undue brightness" means illumination in excess of more than that which is reasonably necessary to make the sign reasonably visible to the average person on an adjacent street.

"Variance" means permission to depart from the literal requirements of this chapter.

"Wall sign" means any advertising sign painted onto or directly affixed with a bonding agent (such as a decal) to any surface of a building, including the roof, shall be considered a "wall sign" except where mechanical attachment is used, such as manufactured signs with cabinets, lettering, or symbols that do not protrude more than 12 inches beyond the facade (see "Flush-mounted signs").

“Window sign” means a sign placed upon the interior or exterior surface of a window or placed inside and within three feet of the window, which faces the outside and is intended to be seen primarily from the exterior.

Title 10
VEHICLES AND TRAFFIC

Chapters:

10.04 Traffic Code Model Traffic Ordinance	Repeal and replace – WAC 308-330-005
10.12 Stop Signs	Repeal – WAC 308-330-265(9)
10.16 Speed Limits	Repeal – RCW 46.61.415 and WAC 308-330-265(9)
10.20 U-Turns	Repeal – WAC 308-330-265(8)
10.24 Passing on Bridges	Repeal – RCW 46.61.130
10.28 School Crossings	Repeal – WAC 308-330-265(3)
10.32 Flood and High Water Barricades	Repeal – WAC 308-330-265(2)
10.3608 Handicapped Parking	Repeal and replace – WAC 308-330-409, alleys WAC 308.330.433
10.40 Handicapped Parking	Repeal – WAC 308-330-409
10.44 Loading Zones	Repeal – WAC 308-330-265(14)
10.48 Trucks	Repeal – RCW 46.32 & 46.37
10.5612 Truck Routes Overweight Vehicles	Repeal and replace – RCW 46.44.080 – city can impose limits
10.60 Truck Loading Zones	Repeal – WAC 308-330-265(14)
10.6216 Compression Brakes	Repeal and replace – RCW 46.37.395 – city can prohibit
10.64 Toy Vehicles	Repeal – WAC 308-330-265
10.66 Off-Road Vehicles	Keep – RCW 46.09.360 – city can regulate
10.68 Inoperable Vehicles	Repeal – Already in RMC 8.20.030.B.17
10.7220 Impoundment of Vehicles	Repeal and replace – WAC 308-330-365 – disposing of vehicles per local policy
10.76 One-Way Traffic Direction	Repeal – RCW 46.61.135 and WAC 308-330-270



Transportation Improvement Board (TIB) Consultant Agreement

TIB PROJECT NUMBER 2-W-971(001)-1 and 2-W-971(002)-1	PROJECT PHASE (check one) <input checked="" type="checkbox"/> Design <input type="checkbox"/> Construction
PROJECT TITLE & WORK DESCRIPTION 2-W-971(001)-1 - Gerber Avenue/Elwood Street/Harvard Street Overlay: 2-inch overlay of the following segments Gerber Avenue - SR 6 to Elwood St Elwood Street - Gerber Ave to Harvard St Harvard Street - Elwood St to SR 6 (0.63 Mi.) 2-W-971(002)-1 - 2 inch grind and overlay Fowler Street - S C/L to SR 101 (0.61 Mi.)	
CONSULTANT NAME & ADDRESS HW Lochner Inc, 915 118 th Ave SE, Suite 130 Bellevue WA 98005	
AGREEMENT TYPE (check one)	
<input type="checkbox"/> LUMP SUM \$ _____ <input type="checkbox"/> COST PLUS FIXED FEE OVERHEAD COST METHOD OVERHEAD PROGRESS PAYMENT RATE _____ % <input type="checkbox"/> Actual Cost <input type="checkbox"/> Actual Cost Not To Exceed _____ % <input type="checkbox"/> Fixed Rate _____ % FIXED FEE \$ _____ <input checked="" type="checkbox"/> SPECIFIC RATES OF PAY <input checked="" type="checkbox"/> Negotiated Hourly Rate <input type="checkbox"/> Provisional Hourly Rate <input type="checkbox"/> COST PER UNIT WORK	
DBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %	WBE PARTICIPATION <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ %
COMPLETION DATE June 30, 2023	MAXIMUM AMOUNT PAYABLE \$120,106

THIS AGREEMENT, made and entered into this 31st day of January, 2023, between the City/County of Raymond, Washington, hereinafter called the AGENCY, and the above organization hereinafter called the CONSULTANT. The Transportation Improvement Board hereinafter called the TIB, administers the following accounts: Urban Arterial Trust Account funds, Transportation Improvement Account funds, Small City Account funds, and City Hardship Assistance Account funds.

WITNESSETH THAT:

WHEREAS, the AGENCY desires to accomplish the above referenced project, with the aid of TIB funds in conformance with the rules and regulations promulgated by the TIB; and

WHEREAS, the AGENCY does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the PROJECT; and

WHEREAS, the CONSULTANT represents that he/she is in compliance with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish Consulting services to the AGENCY,

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

I GENERAL DESCRIPTION OF WORK

The work under this AGREEMENT shall consist of the above described work and services as herein defined and necessary to accomplish the completed work for this PROJECT. The CONSULTANT shall furnish all services, labor and related equipment necessary to conduct and complete the work as designated elsewhere in this AGREEMENT.

II SCOPE OF WORK

The Scope of Work and project level of effort for this project is detailed in Exhibit B attached hereto, and by this reference made a part of this AGREEMENT.



**III
GENERAL REQUIREMENTS**

All aspects of coordination of the work of this AGREEMENT, with outside agencies, groups or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups or individuals shall be coordinated through the AGENCY.

The CONSULTANT shall attend coordination, progress and presentation meetings with the AGENCY or such Federal, Community, State, City or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum number of hours or days notice required shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit B attached hereto and made part of this AGREEMENT. The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, that will outline in written and graphical form the various phases and the order of performance of the work in sufficient detail so that the progress of the work can easily be evaluated. Goals for Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), and Women-owned Business Enterprises (WBE) if required shall be shown in the heading of this Agreement.

The original copies of all reports, PS&E, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All designs, drawings, specifications, documents, and other work products prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for the PROJECT and are property of the AGENCY. Reuse by the AGENCY or by others acting through or on behalf of the AGENCY of any such instruments of service, not occurring as a part of this PROJECT, shall be without liability of legal exposure to the CONSULTANT.

**IV
TIME FOR BEGINNING AND COMPLETION**

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT under completion date.

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

**V
PAYMENT**

The CONSULTANT shall be paid by the AGENCY for completed work and services rendered under this AGREEMENT as provided in Exhibit C attached hereto, and by this reference made part of this AGREEMENT. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Section II, Scope of Work.

**VI
SUBCONTRACTING**

The AGENCY permits subcontracts for those items of work as shown in Exhibit G to this Agreement. Compensation for this subconsultant work shall be based on the cost factors shown on Exhibit G, attached hereto and by this reference made a part of this AGREEMENT.

The work of the subconsultant shall not exceed its maximum amount payable unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, overhead, direct non-salary costs and fixed fee costs for the subconsultant shall be substantiated in the same manner as outlined in Section V. All subcontracts exceeding \$10,000 in cost shall contain all applicable provisions of this AGREEMENT.

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

**VII
EMPLOYMENT**

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

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

The CONSULTANT shall not engage, on a full or part time basis, or other basis, during the period of the contract, any professional or technical personnel who are, or have been, at any time during the period of the contract, in the employ of the STATE, or the AGENCY, except regularly retired employees, without written consent of the public employer of such person.

**VIII
NONDISCRIMINATION**

The CONSULTANT agrees not to discriminate against any client, employee or applicant for employment or for services because of race, creed, color, national origin, marital status, sex, age or handicap except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, layoffs or terminations, rates of pay or other forms of compensation, selection for training, rendition of services. The CONSULTANT understands and agrees that if it violates this provision, this AGREEMENT may be terminated by the AGENCY and further that the CONSULTANT shall be barred from performing any services for the AGENCY now or in the future unless a showing is made satisfactory to the AGENCY that discriminatory practices have terminated and that recurrence of such action is unlikely.

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: The CONSULTANT shall comply with the Regulations relative to nondiscrimination in the same manner as in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this AGREEMENT.



- B. **NONDISCRIMINATION:** The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix II of the Regulations.
- C. **SOLICITATIONS FOR SUBCONSULTANTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANTs obligations under this AGREEMENT and the Regulations relative to nondiscrimination on the grounds of race, creed, color, sex, age, marital status, national origin and handicap.
- D. **INFORMATION AND REPORTS:** The CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY or TIB to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the AGENCY, or the TIB as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **SANCTIONS FOR NONCOMPLIANCE:** In the event of the CONSULTANTs noncompliance with the nondiscrimination provisions of this AGREEMENT, the AGENCY shall impose such sanctions as it or the Transportation Improvement Board may determine to be appropriate, including, but not limited to:
 1. Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or
 2. Cancellation, termination or suspension of the AGREEMENT, in whole or in part.
- F. **INCORPORATION OF PROVISIONS:** The CONSULTANT shall include the provisions of paragraphs (A) through (G) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subconsultant or procurement as the AGENCY or the Transportation Improvement Board may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY to enter into such litigation to protect the interests of the AGENCY, and in addition, the CONSULTANT may request the TIB to enter into such litigation to protect the interests of the TIB.
- G. **UNFAIR EMPLOYMENT PRACTICES:** The CONSULTANT shall comply with RCW 49.60.180 prohibiting unfair employment practices and the Executive Orders numbered E.O.70-01 and E.O.66-03 of the Governor of the State of Washington.

**IX
TERMINATION OF AGREEMENT**

The right is reserved by the AGENCY to terminate this AGREEMENT at any time upon ten days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT as shown in Exhibit F for the type of AGREEMENT used.

No payment shall be made for any work completed after ten days following receipt by the CONSULTANT of the Notice of Termination. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due computed as set forth herein above, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

In the event the services of the CONSULTANT are terminated by the AGENCY for fault on the part of the CONSULTANT, the above formula for payment shall not apply. In such an event, the amount to be paid shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which was satisfactorily completed to date of termination, whether that work is in a form or a type which is usable to the AGENCY at the time of termination; the cost to the AGENCY of employing another firm to complete the work required and the time which maybe required to do so, and other factors which affect the value to the AGENCY of the work performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount which would have been made using the formula set forth in the previous paragraph.

If it is determined for any reason that the CONSULTANT was not in default or that the CONSULTANTs failure to perform is without it or its employees fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY in accordance with the provision of this AGREEMENT.

In the event of the death of any member, partner or officer of the CONSULTANT or any of its supervisory personnel assigned to the project, or, dissolution of the partnership, termination of the corporation, or disaffiliation of the principally involved employee, the surviving members of the CONSULTANT hereby agree to complete the work under the terms of this AGREEMENT, if requested to do so by the AGENCY. The subsection shall not be a bar to renegotiation of the AGREEMENT between the surviving members of the CONSULTANT and the AGENCY, if the AGENCY so chooses.

In the event of the death of any of the parties listed in the previous paragraph, should the surviving members of the CONSULTANT, with the AGENCYs concurrence, desire to terminate this AGREEMENT, payment shall be made as set forth in the second paragraph of this section.

In the event this AGREEMENT is terminated prior to completion, the original copies of all reports and other data, PS&E materials furnished to the CONSULTANT by the AGENCY and documents prepared by the CONSULTANT prior to said termination, shall become and remain the property of the AGENCY and may be used by it without restriction. Such unrestricted use, not occurring as a part of this PROJECT, shall be without liability or legal exposure to the CONSULTANT.

Payment for any part of the work by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

**X
CHANGES OF WORK**

The CONSULTANT shall make such changes and revisions in the complete work of this AGREEMENT as necessary to correct errors appearing therein, when required to do so by the AGENCY, without additional compensation thereof.



Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under Section XIV.

**XI
DISPUTES**

Any dispute concerning questions of fact in connection with the work not disposed of by AGREEMENT between the CONSULTANT and the AGENCY shall be referred for determination to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT, provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to the scope of judicial review provided under Washington Case Law.

**XII
VENUE, APPLICABLE LAW AND
PERSONAL JURISDICTION**

In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that any such action shall be initiated in the Superior Court of the State of Washington, situated in the county the AGENCY is located in. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties to such action shall have the right of appeal from such decisions of the Superior court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county the AGENCY is located in.

**XIII
LEGAL RELATIONS AND INSURANCE**

The CONSULTANT shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accord with the laws of Washington.

The CONSULTANT shall indemnify and hold the AGENCY and the STATE of Washington, and their officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the CONSULTANT's negligence or breach of any of its obligations under this AGREEMENT; provided that nothing herein shall require a CONSULTANT to indemnify the AGENCY and the STATE against and hold harmless the AGENCY and the STATE from claims, demands or suits based solely upon the conduct of the AGENCY and the STATE, their agents, officers and employees and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT's agents or employees and (b) the AGENCY and the STATE, their agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence, (2) the costs to the AGENCY and the STATE of defending such claims and suits, etc. shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents or employees.

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

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees against the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The CONSULTANT recognizes that this waiver was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation.

Unless otherwise specified in the AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of an acceptable, supplemental agreement, the CONSULTANT shall provide on-call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume

no responsibility for: proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

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

Insurance Coverage

A. Worker's compensation and employer's liability insurance as required by the STATE.

B. General commercial liability insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) for bodily injury, including death and property damage per occurrence.

Excepting the Worker's Compensation insurance and any professional liability insurance secured by the CONSULTANT, the AGENCY will be named on all certificates of insurance as an additional insured. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within 14 days of the execution of this AGREEMENT to the AGENCY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY shall be limited to the amount payable under this AGREEMENT or one million dollars, whichever is the greater unless modified by Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

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

**XIV
EXTRA WORK**

A. The AGENCY may at any time, by written order, make changes within the general scope of the AGREEMENT in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of the AGREEMENT, the AGENCY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the AGREEMENT accordingly.

C. The CONSULTANT must submit any proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a proposal submitted before final payment of the AGREEMENT.

D. Failure to agree to any adjustment shall be a dispute under the disputes clause. However nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.



E. Notwithstanding the terms and condition of paragraphs (a) and (b) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

**XV
ENDORSEMENT OF PLANS**

The CONSULTANT shall place his endorsement on all plans, estimates or any other engineering data furnished by him.

**XVI
TIB AND AGENCY REVIEW**

The AGENCY and TIB shall have the right to participate in the review or examination of the work in progress.

**XVII
CERTIFICATION OF THE
CONSULTANT AND THE AGENCY**

Attached hereto as Exhibit A-1, are the Certifications of the Consultant and the Agency.

**XVIII
COMPLETE AGREEMENT**

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

**XIX
EXECUTION AND ACCEPTANCE**

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

In witness whereof the parties hereto have executed this AGREEMENT as of the day and year first above written.

By Aaron Butters Digitally signed by Aaron Butters
DN: C=US, E=abutters@hwlochner.com,
OU=H.W. Lochner, CN=Aaron Butters
Date: 2023.01.31 12:03:21-08'00' By _____

Consultant H.W. Lochner. Inc. City/County of City of Raymond



EXHIBIT A-1 Certification of Consultant

Project No. 2-W-971(001)-1 and 2-W-971(002)-1	City/County City of Raymond
--	--------------------------------

I hereby certify that I am _____ Aaron Butters _____ a duly authorized representative of the firm of _____ H.W. Lochner, Inc. _____ whose address is _____ 915 118th Avenue SE, Suite 130 Bellevue, WA 98005 _____ and that neither I nor the above firm I here represent has:

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

I further certify that the firm I hereby represent is authorized to do business in the State of Washington and that the firm is in full compliance with requirements of the Board of Professional Registration.

I acknowledge that this certificate is to be available to the Transportation Improvement Board (TIB), in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

January 31, 2023
Date

Aaron Butters

Signature

Digitally signed by Aaron Butters
DN: c=US, E=aabutters@hwlochner.com, OU=H.W Lochner,
CN=Aaron Butters
Date: 2023.01.31 12:03:50-0800

Certification of Agency Official

I hereby certify that I am the AGENCY Official of the City/County of _____, Washington and that the above consulting firm or his/her representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

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

I acknowledge that this certificate is to be available to the TIB, in connection with this contract involving participation of TIB funds and is subject to applicable State and Federal laws, both criminal and civil.

Date

Signature



EXHIBIT B-1 Scope of Work

Project No. 2-W-971(001)-1 and 2-W-971(002)-1
Describe the Scope of Work Attached
Documents to be Furnished by the Consultant



EXHIBIT C-3 Payment (Negotiated Hourly Rate)

The CONSULTANT shall be paid by the AGENCY for completed work and services under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work.

1. Hourly Rates

The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits D and E attached hereto and by this reference made part of this AGREEMENT. The rates listed shall be applicable for the first 12-month period and shall be subject to negotiation for the following 12-month period upon request of the CONSULTANT or the AGENCY. The rates are inclusive of direct salaries, payroll additives, overhead, and fee.

In the event renegotiation of the hourly rates is conducted, the AGENCY reserves the right to audit for any change in the overhead rate currently in use by the CONSULTANT and modify the hourly rates to be paid to the CONSULTANT subsequent to the renegotiation accordingly. Any changes in the CONSULTANT's fixed hourly rates may include salary or overhead adjustments.

2. Direct Nonsalary Costs

Direct nonsalary costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of subconsultants. Air or train travel will only be reimbursed to economy class levels unless otherwise approved by the AGENCY. The billing for nonsalary cost, directly identifiable with the PROJECT, shall be an itemized listing of the charges supported by the original bills, invoices, expense accounts, and miscellaneous supporting data retained by the CONSULTANT. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the services provided under this AGREEMENT.

3. Maximum Amount

The maximum amount payable for completion of work under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT. No minimum amount payable is guaranteed under this AGREEMENT. This does not include payment for extra work as stipulated in Section XIV, Extra Work.

4. Monthly Progress Payments

Progress payments may be claimed on a monthly basis for all costs authorized in 1 and 2 above. The monthly invoices shall be supported by detailed statements for hours expended at the rates established in Exhibits D and E, including names and classifications of all employees, and invoices for all direct expenses.

5. Inspection of Cost Records

The CONSULTANT and his/her subconsultants shall keep available for inspection by representatives of the AGENCY, and/or TIB, for a period of three years after final payment, the cost records and accounts pertaining to this AGREEMENT, and all items related to or bearing upon these records with the following exception: if any litigation, claim, or audit is started before the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The three-year period begins when the CONSULTANT receives final payment.

6. Final Payment

Final payment of any balance due the CONSULTANT of the gross earned will be made promptly upon its verification by the AGENCY after the completion of the work under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such final payment by the CONSULTANT shall constitute a release of claims of any nature which the CONSULTANT may have against the AGENCY, unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said final payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The rates and total price of the original contract and any additions or changes thereto shall be adjusted to exclude any significant sums by which the AGENCY determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates or overhead rates, supplied to the AGENCY by the CONSULTANT.



EXHIBIT F-1
Payment Upon Termination of Agreement
by the Agency Other than for Fault of the Consultant
(Refer to Agreement, Section IX)

Lump Sum Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made shall total the same percentage of the Lump Sum Amount as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Cost Plus Fixed Fee Contracts

A final payment shall be made to the CONSULTANT which when added to any payments previously made, shall total the actual costs plus the same percentage of the fixed fee as the work completed at the time of termination is to the total work required for the PROJECT. In addition, the CONSULTANT shall be paid for any authorized extra work completed.

Specific Rates of Pay Contracts

A final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT plus and direct nonsalary costs incurred at the time of termination of this AGREEMENT.

Cost Per Unit of Work Contracts

A final payment shall be made to the CONSULTANT for actual units of work completed at the time of termination of this AGREEMENT.

Exhibit B - Fee Estimate

**Raymond Fowler and Gerber, Elwood & Harvard Overlay
City of Raymond
H. W. Lochner, Inc.**

Classification	Direct Rate	Overhead 1.5909	Fixed Fee 0.30	Loaded Rate	Total Hours	Total Labor
Project Principal/Principal Engineer	\$ 110.58	\$ 175.92	\$ 33.17	\$ 319.68	4	\$ 1,279
Sr. Project Manager/Project Engineer	\$ 86.54	\$ 137.68	\$ 25.96	\$ 250.18	114	\$ 28,520
Sr. Project Manager/Project Engineer	\$ 78.18	\$ 124.38	\$ 23.45	\$ 226.01	52	\$ 11,753
Civil Engineer/Designer	\$ 51.45	\$ 81.85	\$ 15.44	\$ 148.74	248	\$ 36,887
Jr. Civil Engineer/Designer	\$ 38.47	\$ 61.20	\$ 11.54	\$ 111.21	312	\$ 34,698
Administration/Project Control	\$ 32.45	\$ 51.62	\$ 9.74	\$ 93.81	44	\$ 4,128
Subtotal Lochner Labor:						774 \$ 117,264
3% Annual Salary Escalation @ 0% of Project						\$ -
Total Lochner Labor Cost						\$ 117,265
Lochner Direct Expenses:	Cost					
Mileage	\$ 511					
Travel	\$ 330					
Graphics/Reproduction	\$ -					
Postage/Shipping	\$ -					
Other Expenses	\$ 2,000					
Total Lochner Direct Expenses:						\$ 2,841
Firm Total: H.W. Lochner, Inc.						\$ 120,106
Subtotal Fee Estimate						\$ 120,106
Management Reserve						\$ -
TOTAL FEE ESTIMATE						\$ 120,106

Exhibit B - Hourly Task Breakdown with Classifications
Raymond Fowler and Gerber, Elwood & Harvard Overlay
City of Raymond
H. W. Lochner, Inc.

Work Element Number	Work Element	Project Principal/Principal Engineer	St. Project Manager/Project Engineer	St. Project Manager/Project Engineer	Civil Engineer/Designer	Jr. Civil Engineer/Designer	Administration/Project Control	TOTAL
		Aaron Butters	Mark Burns	Jeff Cook	Christopher Ed	Marisha McKay	Heather Galinger	HOURS
1.0	Project Administration	4	64	16	16	16	4	120
1.1	Team Management	4	36					40
1.2	Monthly Status/Progress Reports and Invoices		4				4	8
1.3	Project Coordination on Meetings		16		16	16		48
1.4	Regular Coordination with the City		8					8
1.5	Quality Control Plan			16				16
2.0	Data Collection	0	4	0	8	8	0	20
2.1	Data Collection Base Conditions				8	8		16
2.2	Plotting Existing Utilities		4					4
3.0	Environmental Documentation and Permits	0	4	0	4	0	0	8
3.1	Environmental Documentation		4		4			8
4.0	Preliminary Design	0	8	12	180	280	8	488
4.1	Preliminary Contract Plans		4	8	120	180		312
4.2	Preliminary Opinion of Probable Costs		2	4	40	80		126
4.3	Prepare and Submit Preliminary Package		2		20	40	8	70
5.0	Final Design	0	28	16	40	8	8	98
5.1	Final Contract Plans		4	8				12
5.2	Final Opinion of Probable Costs		4	4				8
5.3	Contract Specifications		16	4	40	8	8	76
5.4	Bid-Ready PS&E Package		2					2
6.0	AD and Award Support	0	8	8	0	0	8	24
6.1	AD and Award Support		8	8			8	24
7.0	Contract Closeout	0	0	0	0	0	16	16
7.1	Contract Closeout						16	16
TOTAL HOURS AND COST		4	114	52	248	312	44	774

TOTAL PROJECT LABOR	Lochner Fee Breakdown			
	Direct Labor	Overhead	Fixed Fee	Salary Escalation 3% @
	1,000	1,500	8,300	0%
1.0	25,441	8,800	14,000	2,640
1.1	10,285	3,558	5,680	1,067
1.2	1,375	476	757	143
1.3	8,182	2,823	4,482	847
1.4	2,001	692	1,101	208
1.5	3,616	1,261	1,890	375
2.0	3,080	1,056	1,695	320
2.1	2,080	719	1,144	218
2.2	1,001	348	551	104
3.0	1,596	552	878	166
3.1	1,596	552	878	166
4.0	63,376	21,923	34,877	6,577
4.1	38,451	13,301	21,160	3,990
4.2	16,251	5,621	8,943	1,686
4.3	8,674	3,000	4,773	900
5.0	17,710	6,126	9,746	1,838
5.1	2,809	972	1,546	291
5.2	1,905	658	1,046	199
5.3	12,487	4,323	6,877	1,297
5.4	500	173	275	52
6.0	4,580	1,577	2,509	473
6.1	4,580	1,577	2,509	473
7.0	1,501	519	826	156
7.1	1,501	519	826	156
TOTAL	117,264	40,563	64,532	12,169

Exhibit B - Direct Expenses

**Raymond Fowler and Gerber, Elwood & Harvard Overlay
City of Raymond
H. W. Lochner, Inc.**

Mileage		Trips	Miles/Trip	Total Miles	Cost/mile	Total Cost
	Mileage	6	130	780	\$ 0.655	\$ 510.90
Subtotal Mileage						\$ 511
Travel				Quantity	Unit Cost	Total
	Hotel		Estimated		\$ 96.00	\$ -
	Parking/Tolls		Estimated		\$ 24.00	\$ -
	Meals (days)	6	Estimated	6	\$ 55.00	\$ 330.00
	Airfare		Estimated		\$ 900.00	\$ -
	Other		Estimated		\$ 1.00	\$ -
Subtotal Travel						\$ 330
Graphics/Reproduction				Quantity	Unit Cost	Total
	Boards		Estimated		\$ 200.00	\$ -
	Other Graphics		Estimated		\$ 2.00	\$ -
Subtotal Graphics/Reproduction						\$ -
Postage/Shipping				Quantity	Unit Cost	Total
	Postage/Shipping		Estimated		\$ 1.00	\$ -
	Courier		Estimated		\$ 20.00	\$ -
Subtotal Postage/Shipping						\$ -
Other Expenses				Quantity	Unit Cost	Total
	Title Reports		Estimated		\$ 500.00	\$ -
	Appraisals		Estimated		\$ 2,000.00	\$ -
	Pavement Coring	1	Estimated	1	\$ 2,000.00	\$ 2,000.00
Subtotal Other Expenses						\$ 2,000
TOTAL LOCHNER DIRECT EXPENSES						\$ 2,841



CITY OF RAYMOND
SMALL CITY ARTERIAL PROGRAM
SCOPE OF WORK

Fowler Street Overlay, and
Gerber Avenue/Elwood Street/Harvard Street
Overlay

EXHIBIT A: City of Raymond Fowler St. Overlay, and Gerber Ave., Elwood St., and Harvard St. Overlay

Table of Contents

Scope of Services.....	2
TASK 1: Project Administration.....	3
1.1 Team Management.....	3
1.2 Monthly Status/Progress Reports and Invoices.....	4
1.3 Project Coordination/Progress Meetings.....	4
1.4 Regular Coordination with the City.....	4
1.5 Quality Assurance/Quality Control.....	4
TASK 2: Data Collection.....	4
2.1 Data Collection Base Conditions.....	4
2.2 Pavement Coring.....	5
TASK 3: Environmental Documentation and Permits.....	5
3.1 Environmental Documentation.....	5
TASK 4: Preliminary Design.....	5
4.1 Preliminary Contract Plans.....	5
4.2 Preliminary Opinion of Probable Construction Costs.....	6
4.3 Prepare and Submit Preliminary Package.....	6
TASK 5: Final Design and PS&E.....	6
5.1 Final Contract Plans.....	6
5.2 Final Opinion of Probable Construction Costs.....	6
5.3 Contract Specifications.....	6
5.4 Bid-Ready PS&E Package:.....	7
Task 6: AD and Award Support.....	7
TASK 7: Contract Close Out.....	7

EXHIBIT A: City of Raymond Fowler St. Overlay, and Gerber Ave., Elwood St., and Harvard St. Overlay

Scope of Services

The City of Raymond plans to perform pavement preservation work at the following locations:

- TIB Project ID 2-W-971(001)-1
 - 2-inch grind and overlay of Fowler Street from S C/L to SR 101
- TIB Project ID 2-W-971(002)-1
 - 2-inch overlay of the following segments:
 - Gerber Avenue – SR 6 to Elwood Street
 - Elwood Street – Gerber Avenue to Harvard Street
 - Harvard Street – Elwood Street to SR 6

This scope of services is for field data collection, environmental permitting, , design and PS&E, preparation of bid package, and Advertisement and award support.

Phase I of the project consists of design and construction contract award support services to be completed over an estimated 4-month period, beginning approximately **February 13, 2023**. An advertisement ready project set of plans and specifications will be completed 120 calendar days after receipt of a Notice to Proceed or executed design agreement.

Phase II of the project consists of construction administration services to be completed over a 6-month period, beginning approximately **June 1, 2023** and completed by **December 31, 2023**. Schedules are subject to adjustment to reflect actual construction and may require an adjustment for time of completion. A supplement will be negotiated for this work prior to advertisement of the construction.

In addition to the specific assumptions associated with each of the tasks outlined herein, several key assumptions are made in developing the scope and schedule in order to clarify the needs of this work program, and assure timely decisions that will enable the team to achieve the goals of the schedule:

- A Notice To Proceed (NTP) will be issued by the City via email
- Documents to be supplied by the City shall be requested by the CONSULTANT in email
- WSDOT specifications will be used, with special provisions written only where required
- Plans shall be based on scaled overlays on high resolution aerial photos, aerial maps obtained by the CONSULTANT or existing base mapping available to the CONSULTANT
- The City will be responsible for required City permits. No State permits such as a Stormwater General Permit are anticipated due to the nature of the project
- The CONSULTANT shall provide coordination for both City owned and for public and private utilities
- The City will provide timely reviews and provide approvals at the end of each level

EXHIBIT A: City of Raymond Fowler St. Overlay, and Gerber Ave., Elwood St., and Harvard St. Overlay

- Draft documents will be clearly marked “DRAFT”, “PRELIMINARY”, OR “__% SUBMITTAL” either with a stamp or watermark, and final engineering reports and documents will be stamped by the Professional Engineer in charge of that work
- One complete set of design documents shall be prepared meeting design and contracting requirements
- Documents shall be delivered to the City in PDF format via email or hard copies; and,
- References to “cost estimates” shall mean “engineers opinion of probable costs.”

The following are the specific elements of the work plan for this project.

TASK 1: Project Administration

1.1 Team Management

The CONSULTANT shall be responsible for on-going management of the consultant team in accordance with the provisions of the Agreement. On-going management will include confirming that the work is completed in a timely manner and within the Agreement budget. The CONSULTANT shall be responsible for:

- Strategic management and reporting.
- Developing and maintaining a project schedule.
- Making assignments to project staff and subconsultants.
- Implementing quality assurance/quality control procedures.
- Processing agency requests.
- The CONSULTANT shall prepare a detailed schedule within two weeks of the signing of this Agreement.

The CONSULTANT shall be responsible for coordinating the activities to complete the Elements of the Agreement. This coordination will include coordination with the City’s Project Manager and internal staff, timely input for meetings, incorporating work into project deliverables and obtaining answers to issues raised by the City. The CONSULTANT’s Project Manager shall be the contact for questions and requests from the City’s Project Manager. Discussions, correspondence, or work requested of the CONSULTANT, that impact the scope of work, budget, or products shall be directed in writing to the City’s Project Manager.

Deliverables:

- Project Schedule

EXHIBIT A: City of Raymond Fowler St. Overlay, and Gerber Ave., Elwood St., and Harvard St. Overlay

1.2 Monthly Status/Progress Reports and Invoices

The CONSULTANT shall provide monthly invoices to the City listing of activities by work element performed by the CONSULTANT Team during the reporting period. The CONSULTANT shall assist the City with preparing grant reimbursement requests.

Deliverables:

- Monthly Invoices
- Progress Reports

1.3 Project Coordination/Progress Meetings

The CONSULTANT's project manager and project engineer will meet with the City during design of the project, once for a project kickoff meeting, and on an as needed basis through the design phase.

Deliverables:

- Meeting Minutes/Notes

1.4 Regular Coordination with the City

The CONSULTANT shall:

- Maintain regular contact with the City and designated project management team staff through informal office visits, telephone conversations, and e-mails.
- Maintain open access to project information by the City.

1.5 Quality Assurance/Quality Control

The CONSULTANT shall provide quality assurance and quality control (QA/QC) throughout the life of the Agreement to provide adequate administration, accounting, budget monitoring, scheduling, communications and planning and engineering procedures leading to the final product.

TASK 2: Data Collection

2.1 Data Collection Base Conditions

The CONSULTANT will conduct a field visit to verify that aerial photos and basemaps used for plans development correctly reflect current pavement markings; as well as to assess the condition of the existing pavement for repairs.

Assumptions:

- Up to two field visits per project site to verify record drawings, collect data and validate aerial photos.

EXHIBIT A: City of Raymond Fowler St. Overlay, and Gerber Ave., Elwood St., and Harvard St. Overlay

- Design of the roadway improvements will be based on aerial photos and field measurements of the roadway width.

Deliverables:

- None

2.2 Pavement Coring

The CONSULTANT will perform coring's of the existing pavement in order to determine existing pavement material and thickness, and the base soil conditions. The results will be used to support the design of the roadway.

Deliverables:

- Pavement Coring Results

TASK 3: Environmental Documentation and Permits

3.1 Environmental Documentation

The City will prepare a SEPA exemption letter based on the preliminary design. The City will process/submit required permits. The CONSULTANT will support the City by providing data necessary to complete the exemption letter.

Assumptions:

- The project includes the addition of less than 5000 square feet of new impervious surfaces.
- The City will prepare a SEPA exemption letter for the project.

Deliverable:

- Project data to support development of SEPA Exemption letter.

TASK 4: Preliminary Design

The CONSULTANT will prepare preliminary roadway plans for the improvements using City of Raymond and LAG Manual design standards, existing topographical data, aerial photos, and measurements of the road width. This work will include development of preliminary plans, including:

4.1 Preliminary Contract Plans

- **TESC Design, Site Prep/Demolition Design**

The CONSULTANT will develop cut/fill lines to determine clearing limits. The TESC plans to include silt fencing, inlet protection BMPs, construction access BMPs, and construction limits. The CONSULTANT will develop the Site Preparation and Demolition plans and identify objects that must be removed or demolished by the contractor.

EXHIBIT A: City of Raymond Fowler St. Overlay, and Gerber Ave., Elwood St., and Harvard St. Overlay

- **Roadway Sections**

The CONSULTANT will develop typical roadway sections including dimensions of travel lanes, walkways, and transition areas.

- **Roadway Plans:**

Develop plan sheets detailing horizontal layout of the improvements including the number of travel lanes, turn lanes, sidewalk widths, landscaping widths, utility strips, and illumination.

4.2 Preliminary Opinion of Probable Construction Costs

The CONSULTANT will develop planning level Opinion of Probable Construction Costs for the various elements based on a square yard or linear foot basis including the following elements:

- Develop a table of unit costs based on the latest, City, County or WSDOT bid tabulations.
- Develop quantities for the various bid elements.
- Prepare an opinion of probable construction cost to include bid items.

4.3 Prepare and Submit Preliminary Package

The CONSULTANT will revise documents based on internal and City review comments and combine all discipline design documents into one PS&E submittal package.

Deliverables:

- Preliminary Contract Plans, and Opinion of Probable Construction Costs.

TASK 5: Final Design and PS&E

The CONSULTANT will advance the design from the Preliminary Design phase to the Final Design and PS&E phase. The CONSULTANT will produce bid-ready plans, specifications and cost estimates.

5.1 Final Contract Plans

The CONSULTANT will incorporate the agreed upon revisions to the plans set based on internal QC and the City's comments, and prepare a signed and sealed set of bid-ready plans.

5.2 Final Opinion of Probable Construction Costs

The CONSULTANT will incorporate the agreed upon revisions to the cost estimate based on internal review and the City's comments.

5.3 Contract Specifications

The CONSULTANT will incorporate the agreed upon revisions to the specifications for the project based on the City's comments and prepare a signed and sealed set of specifications.

EXHIBIT A: City of Raymond Fowler St. Overlay, and Gerber Ave., Elwood St., and Harvard St. Overlay

5.4 Bid-Ready PS&E Package:

The CONSULTANT will work with the City to prepare the bid documents. These will include the contract for bidders, Final plans, specifications and opinion of probable construction costs.

Deliverables:

- Electronic Copies of the final plans, specifications and cost estimate.
- One set of bid documents ready for printing.

Task 6: AD and Award Support

The CONSULTANT will provide assistance during the bidding process for this project. This work will include preparing responses to bidder's questions and addenda as required. For budgeting purposes, one (1) addendum will be assumed.

The CONSULTANT will also review the bids with the City, prepare a summary of the bids, and recommend award of the contract.

Assumptions:

- The City will advertise, solicit, and provide bid packages to prospective bidders, and accept and open bids.

Deliverables:

- Written responses to bidder's questions
- One addendum package
- Bid Summary Tabs
- Award Recommendation letter

TASK 7: Contract Close Out

The CONSULTANT team will gather the work files from team members and organize and combine to one file. The CONSULTANT will prepare a summary contract close out document and will provide a package in electronic formats, PDF.

Deliverables:

- Summaries of items discussed will be included in the monthly status reports.
- Project files in electronic format (PDF, Microsoft Word and Excel).
- Design Reports and Documentation
- Contract PS&E

2022 Council Committees/Members

1. Budget and Finance
 - a. Chris
 - b. Ryan
 - c. Heidi
2. PW & Community Development
 - a. Karen
 - b. Tony
3. Public Health and Safety
 - a. Ian
4. RWCC
 - a. Ryan
 - b. Mayor