Monday, January 1, 2018

NO BRIEFINGS DUE TO THE NEW YEAR’S DAY HOLIDAY

Tuesday, January 2, 2018

BRIEFSNGS - Commission Chambers

10:00 A.M.  Community Development – Dave Windom

10:30 A.M.  Public Works – Jerry Hauth
PUBLIC WORKS
TUESDAY JANUARY 2, 2018 – BRIEFING ITEMS
FROM PUBLIC WORKS
(For Commissioners Meeting January 9, 2018)
Items for this meeting are due to Diane Zoren on Wednesday, January 3, 2018

5.0 CORRESPONDENCE AND ORGANIZATIONAL BUSINESS
(None)

8.0 APPROVAL OF ACTION ITEM
- 2018 Bridge Limit Resolution – establishing lane limits for traffic control on eight Mason County bridges.
- Interlocal Agreement with WSDOT for electronic speed radar signs and flashing cross walk beacons signs as part of the WSDOT Belfair Area Widening and Safety Improvement project.

9.0 OTHER BUSINESS
(None)

10.0 PUBLIC HEARINGS AND ITEMS SET FOR A CERTAIN TIME
(None)

DISCUSSION ITEMS:
- Update – Shelton Matlock Brady Road

Attendees:
Commissioners:
- Randy Neatherlin
- Kevin Shutty
- Terri Drexler

Public Works:
- Jerry Hauth
- John Huestis
- Bart Stepp
- Others - list below:

Other Dept.:
List below:

Press:
List below:

Public:
List Below:
ITEM: BRIDGE LIMIT RESOLUTION

EXECUTIVE SUMMARY: Annually, the County Engineer reports the current status of all county bridges to the Board of Mason County Commissioners, as a requirement of Washington Administrative Code (WAC) 136-20-060, and recommends the Board update the Resolution on Bridge Limits.

An inspection of the 64 bridges in Mason County has been completed. It has been determined that bridges 1 through 3 need to be posted with maximum load limits and 4 through 8 as one lane travel bridges.

1. Rossmaier Bridge (Bridge #008000059, on the Deckerville Road)
2. Stretch Island Bridge (Bridge #645000015, on the E Eckert Road)
3. Evers Bridge (Bridge #901002328, on the Matlock Brady Road)
4. Hliboki Bridge (Bridge #102900035, on the Bulb Farm Road)
5. Gosnell Creek Bridge (Bridge #105100023, on the Bolling Road)
6. Eich Rd. 1 Bridge (Bridge #110700015, on the Eich Road)
7. Eich Bridge (Bridge #110700026, also on the Eich Road)
8. Carlson Bridge (Bridge #016500405, on Beeville Road)

RECOMMENDED OR REQUESTED ACTION: Recommend the Board approve, the Resolution establishing load/lane limits for traffic control on eight (8) Mason County bridges.

Attachment: Resolution
RESOLUTION NO. ___-18
BRIDGE LIMITS

WHEREAS, RCW 36.75.270 gives the Board of Mason County Commissioners the authority by resolution to limit or prohibit classes or types of vehicles on any county bridge and may limit the weight of vehicles which may travel thereon.

WHEREAS, in compliance with the requirements of the Federal Highway Administration’s National Bridge Inspection Standards (NBIS) for specialized haul vehicle regulations, updated bridge load rating have been completed as required; and

WHEREAS, load ratings have determined that three (3) of Mason County’s sixty-four (64) bridges shall be posted with a maximum load limits, and

WHEREAS, five (5) of Mason County’s Sixty-four (64) bridges shall continue to be posted as one lane.

NOW, THEREFORE, BE IT RESOLVED, that these restrictions be posted, as listed below, for the 2018 calendar year, unless the Board shall modify or remove such restrictions based upon the recommendation of the County Engineer.

<table>
<thead>
<tr>
<th>Bridge No.</th>
<th>Bridge Name</th>
<th>Type</th>
<th>Max Load Limit</th>
<th>No. of Lanes</th>
<th>Maximum Speed Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>008000059</td>
<td>Rossmaier Bridge</td>
<td>3</td>
<td>21 Tons</td>
<td>2</td>
<td>21 Tons</td>
</tr>
<tr>
<td>W Deckerville Rd</td>
<td></td>
<td>382</td>
<td>33 Tons</td>
<td>2</td>
<td>33 Tons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3–3</td>
<td>41 Tons</td>
<td>2</td>
<td>41 Tons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SU4</td>
<td>19 Tons</td>
<td>2</td>
<td>19 Tons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SU5</td>
<td>20 Tons</td>
<td>2</td>
<td>20 Tons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SU6</td>
<td>21 Tons</td>
<td>2</td>
<td>21 Tons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SU7</td>
<td>21 Tons</td>
<td>2</td>
<td>21 Tons</td>
</tr>
<tr>
<td>645000015</td>
<td>Stretch Island Bridge</td>
<td>SU4</td>
<td>23 Tons</td>
<td>2</td>
<td>23 Tons</td>
</tr>
<tr>
<td>E Eckert Rd</td>
<td></td>
<td>SU5</td>
<td>24 Tons</td>
<td>2</td>
<td>24 Tons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SU6</td>
<td>25 Tons</td>
<td>2</td>
<td>25 Tons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SU7</td>
<td>28 Tons</td>
<td>2</td>
<td>28 Tons</td>
</tr>
<tr>
<td>102900035</td>
<td>Hiboki Bridge</td>
<td>-----</td>
<td>1</td>
<td>2</td>
<td>1 Tons</td>
</tr>
<tr>
<td>Bulb Farm Rd.</td>
<td></td>
<td>-----</td>
<td>1</td>
<td>2</td>
<td>1 Tons</td>
</tr>
<tr>
<td>105100023</td>
<td>Gosnel Creek Bridge</td>
<td>-----</td>
<td>1</td>
<td>2</td>
<td>1 Tons</td>
</tr>
<tr>
<td>Bolling Road</td>
<td></td>
<td>-----</td>
<td>1</td>
<td>2</td>
<td>1 Tons</td>
</tr>
<tr>
<td>110700015</td>
<td>Eich Road (1) Bridge</td>
<td>-----</td>
<td>1</td>
<td>2</td>
<td>1 Tons</td>
</tr>
<tr>
<td>Eich Road</td>
<td></td>
<td>-----</td>
<td>1</td>
<td>2</td>
<td>1 Tons</td>
</tr>
<tr>
<td>110700026</td>
<td>Eich Bridge</td>
<td>-----</td>
<td>1</td>
<td>2</td>
<td>1 Tons</td>
</tr>
<tr>
<td>Eich Road</td>
<td></td>
<td>-----</td>
<td>1</td>
<td>2</td>
<td>1 Tons</td>
</tr>
<tr>
<td>016500405</td>
<td>Carlson Bridge</td>
<td>-----</td>
<td>1</td>
<td>2</td>
<td>1 Tons</td>
</tr>
<tr>
<td>Beeville Rd</td>
<td></td>
<td>-----</td>
<td>1</td>
<td>2</td>
<td>1 Tons</td>
</tr>
<tr>
<td>901002328</td>
<td>Evers Bridge</td>
<td>SU5</td>
<td>29 Tons</td>
<td>2</td>
<td>29 Tons</td>
</tr>
<tr>
<td>Matlock Brady Rd</td>
<td></td>
<td>SU6</td>
<td>30 Tons</td>
<td>2</td>
<td>30 Tons</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SU7</td>
<td>32 Tons</td>
<td>2</td>
<td>32 Tons</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the County Engineer shall post the said bridges as set forth herein. Violation of these limits shall constitute a misdemeanor in accordance with RCW 36.75.270.

DATED this ____ day of ______________ 2018.

BOARD OF COUNTY COMMISSIONERS
MASON COUNTY, WASHINGTON

RANDY NEATHERLIN, Commissioner

KEVIN SHUTTY, Commissioner

MELISSA DREWRY, Clerk of the Board

APPROVED AS TO FORM:

TERRI JEFFREYS, Commissioner

TIM WHITEHEAD, Ch DPA

c: Public Works

Sheriff

Prosecutor

Publ.: 1 Time: 1/18/18 (Bill: Mason County Dept. of Public Works)
MAISON COUNTY
BRIEFING ITEM SUMMARY FORM

TO: BOARD OF MASON COUNTY COMMISSIONERS
FROM: Jerry W. Hauth, Director
DEPARTMENT: Public Works
EXT: 450
BRIEFING DATE: January 2, 2018

ITEM: Interlocal Agreement with the Washington State Department of Transportation (WSDOT)

EXECUTIVE SUMMARY: Mason County Board of Commissioners have requested, as part of the WSDOT Belfair Area Widening and Safety Improvement project, WSDOT install two (2) electronic speed radar signs, three (3) pairs of flashing crosswalk beacon signs along SR3.

The Board and WSDOT have agreed that the installation of these facilities are beneficial to encourage vehicle traffic to slow down, due to the area's heavy pedestrian traffic.

WSDOT will install and maintain these facilities with the agreement that the County will contribute a maximum of $21,000 for the associated costs.

BUDGET: The County will contribute a maximum of $21,000 for the installation and materials cost for the facilities.

RECOMMENDED OR REQUESTED ACTION: Recommending the Board approve the Interlocal Agreement (WSDOT Agreement No. GCB2480) associated with WSDOT's Belfair Area Widening and Safety Improvement project and authorize the Public Works Director to execute the agreement.

Attachment: Agreement
Exhibit A&B
This Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and Mason County, a political subdivision of the state of Washington, Public Works located at 100 W Public Works Drive, Shelton WA 98584-9714 (COUNTY).

WHEREAS, WSDOT proposes to construct widening and safety improvements on State Route 3 in the Belfair area, hereinafter the "PROJECT," and

WHEREAS, the COUNTY has requested and WSDOT has agreed to install two electronic speed radar signs and three pairs of flashing crosswalk beacon signs with the associated wiring, conduit, junction boxes and foundations, hereinafter the "FACILITIES," and

WHEREAS, the COUNTY agrees to contribute a maximum of Twenty-One Thousand and No/100 Dollars ($21,000.00) toward the costs of the FACILITIES,

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A and B which are incorporated and made part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. **WSDOT RESPONSIBILITIES**
   1.1 WSDOT will provide for the installation of two electronic speed radar signs and three pairs of flashing crosswalk beacon signs, with the associated wiring, conduit, junction boxes and foundations as part of the PROJECT as detailed in Exhibit B.

   1.2 WSDOT will perform maintenance and operation of the FACILITIES at WSDOT expense.

2. **PAYMENT**
   2.1 The COUNTY agrees to contribute a maximum amount of Twenty-One Thousand and No/100 Dollars ($21,000.00) toward the installation of the FACILITIES, as identified in Section 1.1 and as shown in Exhibit A.

   2.2 After installation of the FACILITIES, WSDOT shall invoice the COUNTY for the lump sum payment of Twenty-One Thousand and No/100 Dollars ($21,000.00). The COUNTY agrees to make payment within thirty (30) calendar days from the invoice date. Payment shall be mailed to the address listed on WSDOT invoice.

3. **PARTY REPRESENTATIVES**
   WSDOT's project manager shall be:
   
   Michele Britton, P.E.
   Port Orchard Project Engineer
   8293 Spring Creek Road SE
   Port Orchard, WA 98367-8192
   (360) 874-3000

   The COUNTY representative, acting as the COUNTY project coordinator for WSDOT's Project, shall be:
   
   Jerry Hauth
   Public Works Director
   100 W Public Works DR
   Shelton, WA 98584-9714
   (360) 427-9670 Ext 453
4. MODIFICATION
No modification of this Agreement is valid unless evidenced in writing by an amendment to this Agreement and signed by both Parties. No verbal agreement may supersede, replace or amend this Agreement.

5. ASSIGNMENT
Neither Party to this Agreement shall transfer or assign any right or obligation hereunder without the prior written consent of the other Party.

6. SEVERABILITY
Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.

7. DISPUTES
7.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process in Sections 7.1.A through 7.1.D shall be a prerequisite to the filing of any litigation concerning any dispute between the Parties:

A. The Representatives designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of, or related to this Agreement. The Representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The Representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.

B. A Party's Representative shall notify the other Party in writing of any dispute or issue that the Representative believes may require formal resolution according to Section 7.1.D. The Representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.

C. In the event the Representatives cannot resolve the dispute or issue, the Public Works Director of the COUNTY, and WSDOT Regional Administrator or their respective designees shall meet and engage in good faith negotiations to resolve the dispute.

D. In the event the Public Works Director and Regional Administrator or their respective designees cannot resolve the dispute or issue, the COUNTY and the WSDOT shall each appoint a member to a disputes board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Resolution board shall be shared equally by both Parties. The Parties shall be responsible for their own costs, including attorney fees.

8. VENUE
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 or proceedings shall be brought in the superior court situated in Thurston County, Washington. Each Party shall be responsible for its own costs and attorney's fees.
9. **WORKING DAYS**
Working days for this Agreement are defined as Monday through Friday, and excluding Washington State holidays as defined in RCW 1.16.050.

10. **TERMINATION OF AGREEMENT**
This Agreement will automatically terminate after installation of the FACILITIES by the WSDOT and full payment is received by the WSDOT from the COUNTY for the lump sum amount of Twenty-One Thousand and No/100 Dollars ($21,000.00).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

**MASON COUNTY**

By: ____________________________
   Jerry Hauth,
   Public Works Director

Date: ____________________________

**WASHINGTON STATE**

**DEPARTMENT OF TRANSPORTATION**

By: ____________________________
   John Wynands,
   Assistant Regional Administrator for Project Development

Date: ____________________________

**APPROVED AS TO FORM**

By: ____________________________
   COUNTY Attorney

Date: ____________________________

**APPROVED AS TO FORM**

By: ____________________________
   L. Scott Lockwood
   Assistant Attorney General

Date: ____________________________

GCB 2480
## Mason County Agreement Estimate

### Agreement GCB 2480

<table>
<thead>
<tr>
<th>Cost to install Conduit, Junctions Boxes, and Foundations Only</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Signal System SCB 1875 - Radar Speed Sign</td>
<td>LS</td>
<td>1</td>
<td>$6,183.60</td>
<td>$6,183.60</td>
</tr>
<tr>
<td>Traffic Signal System SCB 2175 - Radar Speed Sign</td>
<td>LS</td>
<td>1</td>
<td>$2,123.02</td>
<td>$2,123.02</td>
</tr>
<tr>
<td>Illumination System SCB 3158 - Rectangular Rapid Flash Beacon Prep</td>
<td>LS</td>
<td>1</td>
<td>$3,860.62</td>
<td>$3,860.62</td>
</tr>
<tr>
<td>Illumination System SCB 3160 - Rectangular Rapid Flash Beacon Prep</td>
<td>LS</td>
<td>1</td>
<td>$4,049.30</td>
<td>$4,049.30</td>
</tr>
<tr>
<td>Illumination System SCB 2175 - Rectangular Rapid Flash Beacon Prep</td>
<td>LS</td>
<td>1</td>
<td>$4,453.99</td>
<td>$4,453.99</td>
</tr>
</tbody>
</table>

**CN Item Subtotal** $20,670.53

<table>
<thead>
<tr>
<th>Preliminary Engineering</th>
<th>20%</th>
<th>$4,134.11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Engineering</td>
<td>22%</td>
<td>$4,547.52</td>
</tr>
</tbody>
</table>

**Subtotal** $8,681.62

<table>
<thead>
<tr>
<th>Administrative Overhead (Approx. 10%)</th>
<th></th>
<th>$868.16</th>
</tr>
</thead>
</table>

**Grand Total** $30,220.31

**Mason County's participation $21,000.00 maximum** $ (21,000.00)

**WSDOT Responsible** $9,220.31
Exhibit B
Exhibit B