



Looking Ahead

City Commission & Shelton Metropolitan Park District

Meeting Date	Agenda Items
Monday, June 19 6:00 pm	<u>Administrative Report</u> <ul style="list-style-type: none">• Railroad Ave. Corridor Study- Mark Ziegler <u>Public Hearing (Action)</u> <ul style="list-style-type: none">• Resolution #1101-0517- A Resolution Of The City Of Shelton, Washington Declaring A City's Utility Assets Surplus To The Needs Of The City, And Disposing Of Such For The Common Benefit
Monday, June 26 2:00 pm	<u>Department Updates</u> <ul style="list-style-type: none">• CD Director Mark Ziegler• Fire Chief Tim McKern• Police Chief Darrin Moody• Court Administrator Shelby Conklin• Assistant City Manager Vicki Look• Public Works Director Craig Gregory• Finance Director Nola von Neudegg
Monday, July 2 6:00 pm	
Monday, July 10 2:00 pm	
Monday, July 17 6:00 pm	
Monday, July 24 2:00 pm	
Monday, July 31 2:00 pm	<u>Department Updates</u> <ul style="list-style-type: none">• CD Director Mark Ziegler• Fire Chief Tim McKern• Police Chief Darrin Moody• Court Administrator Shelby Conklin• Assistant City Manager Vicki Look• Public Works Director Craig Gregory• Finance Director Nola von Neudegg
Monday, August 7 6:00 pm	



**CITY OF SHELTON
COMMISSION BRIEFING REQUEST
(Please Use Bolded Information Inserts)**

Brief Date: 5/22/17
Public Hearing: 6/12/17
Action Date: 6/19/17

Department: Public Works
Presented By: Logan Brady

APPROVED FOR COMMISSION PACKET:

ROUTE TO:

- ☒ Dept. Head
☐ Finance Director
☐ Attorney
☐ Asst. City Manager
☒ City Manager

REVIEWED:

Ryan Wheaton

PROGRAM/PROJECT TITLE:

WSDOT 6-Year TIP

ATTACHMENTS:

Resolution No. #1100-0517

6-Year Tip Public Hearing Notice

Action Requested:

- ☐ Ordinance
☐ Resolution
☐ Motion
☒ Other Consider options

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Per RCW 35.77, the purpose of the 6-Year Transportation Improvement Program (TIP) is "... to assure that each city and town shall perpetually have available advanced plans looking to the future for not less than six years as a guide in carrying out a coordinated transportation program."

The TIP is used by several state and federal agencies, and serves multiple purposes. It is mainly for local agencies to prioritize their transportation projects anticipated to be done during the next six years; for the Washington State Department of Transportation (WSDOT) to know what projects are anticipated; to list those projects that have federal and/or state funding secured; to identify those projects that are anticipating state or federal funding that is not yet secured; and to allow WSDOT to create a list of projects for the Statewide Transportation Improvement Program (STIP). Federally funded projects must be incorporated into the STIP before money will be disbursed to a local agency. The 6-Year TIP is required to be updated annually and adopted each year. The City is mandated to submit it to WSDOT within 30 days of adoption and preliminary data is due to WSDOT June 30th.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

N/A

PUBLIC INFORMATION REQUIREMENTS:

Public Information is available from the Public Works Department.

STAFF RECOMMENDATION:

City staff recommends that the commission concur to move the 6-Year TIP to the action agenda for June 19th, 2017.

RESOLUTION NO. 1100-0517

A RESOLUTION OF THE CITY OF SHELTON, WASHINGTON adopting the Comprehensive Six (6) Year Transportation Improvement Program for the City of Shelton for the years 2018 through 2023.

WHEREAS, a study has been completed by the City Engineer and approved by the City Administrator in which a Comprehensive Six (6) Year Transportation Improvement Program has been prepared for the six (6) year period 2018 through 2023, that shows the street locations, improvements that are to be made within the six (6) year period, and the estimated cost of each improvement;

WHEREAS, the City Commission of the City of Shelton held a public hearing on the Comprehensive Six (6) Year Transportation Improvement Program at 2:00 p.m. at the Shelton Civic Center, Shelton, Washington on the 12th day of June 2017;

WHEREAS, public comment received was considered and incorporated, if applicable, into the Plan prepared by the City of Shelton relative to the Comprehensive Six (6) Year Transportation Improvement Program for the City of Shelton; and,

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

1. That the attached table be adopted as the Comprehensive Six (6) Year Transportation Improvement Program for the City of Shelton.
2. That the table attached hereto is hereby incorporated by reference and made a part of this Resolution.
3. That this adoption of a Transportation Improvement Program is for the purpose of complying with the provisions of RCW 35.77, 36.81, 46.68 and 47.26 relating to the planning and financing of street and highway programs.

INTRODUCED AND PASSED by the City Commission of the City of Shelton on this ____ day of _____, 2017.

ATTEST:

Mayor Cronce

City Clerk

Commissioner Moore

Commissioner McDowell



CITY OF SHELTON
525 WEST COTA STREET
SHELTON, WASHINGTON
(360) 426-4491

**NOTICE OF
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the City Commission of the City of Shelton, Washington, is declaring its intention to hold a Public Hearing on Monday, June 12, 2017, at 2:00 p.m., at the Shelton Civic Center to hear testimony regarding the proposed Six (6) Year Transportation Improvement Program for the City of Shelton. All persons who desire to give testimony regarding the proposed program should appear before the Commission and present their testimony at said hearing to be held at the Shelton Civic Center, 525 West Cota Street. Copies of the proposed plan are available from the Public Works Department.

Interested persons may appear and present their testimony at the hearing, or written comments may be submitted to the Logan Brady, Associate Civil Engineer, City of Shelton, 525 W. Cota Street, Shelton, WA 98584 or emailed to lbrady@ci.shelton.wa.us, no later than 5:00 p.m., on Friday, June 9, 2017.

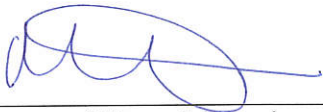
Priority Number	Project Name	Project Limits		Description	Funding Status	Federal Aid Number	Estimated Project Cost	Estimated City Contribution	Functional Class	Improvement Type														Utilities								Environmental Classification	R/W Needed? (Acquisition Date)
		Beginning	End							New Const (01)	Relocation (02)	Reconstruction (03)	Major Widening (04)	Minor Widening (05)	Other Enhancements (06)	Resurfacing (07)	New Bridge (08)	Bridge Replacement (09)	Bridge Rehabilitation (10)	Minor Bridge Rehabilitation (11)	Safety (12)	Environmental (13)	Other	Water	Sewer	Power	Gas	Cable TV	Telephone	Other			
1	North Shelton Interchange Upgrade	SR101	Walace-Kneeland	Widening, channelization improvement, and signal	P		\$3,200,000	\$0	12					05					10						W	S	P	G	C	T		Programatic CE	NO
2	Railroad Avenue West	7th Street	12th Street	Pavement Stabilization, Replacement, and/or Rehabilitation. ADA access upgrades.	P		\$3,000,000	\$300,000	14							07								W	S	P	G	C	T	O	Programatic CE	NO	
3	Railroad Avenue	First Street	7th Street	Pavement Stabilization, Replacement, and/or Rehabilitation. ADA access upgrades and Intersection Improvements potentially including	P		\$4,000,000	\$400,000	14							07								W	S	P	G	C	T	O	CE	NO	
4	Olympic Highway North	"C" Street	Walace-Kneeland	Pavement Grinding and Overlay	P		\$3,500,000	\$3,500,000	14			03				07								W	S	P	G	C	T		CE	NO	
5	Turner Avenue 5434	1st Street	16th Street	Paving, channelization, drainage, lighting & path	P		\$2,700,000	\$2,700,000	17												12			W	S	P	G	C	T		Programatic CE	No	
6	Alder Street / Olympic Highway North 5465	1st Street	8th Street	Paving stabilization, channelization, lighting, sidewalks, and intersection improvements including channelization.	P		\$3,000,000	\$3,000,000	14			03												W	S	P	G	C	T		Programatic CE	No	
7	Non-Motorized Plan (Bicycle/Trail/Sidewalk)	City Wide			P		\$25,000	\$25,000	00													32									CE	NO	
8	Cota Street	Front Street	7th Street	Drainage, lighting, channelization, sidewalks, landscaping, Pavement, and road base	P		\$1,500,000	\$1,500,000	16			03												W	S	P	G	C	T		Programatic CE		
9	Wallace-Kneeland Blvd 5439 / N. 13th Intersection 5439 / Brockdale 5435			Roudabout and intersection improvements	P		\$2,000,000	\$2,000,000	16												12			W	S	P	G	C	T		Programatic CE		
10	Wallace-Kneeland Blvd 5439/ Shelton Springs Road 5432			Roudabout and intersection improvements	P		\$2,000,000	\$2,000,000	16												12			W	S	P	G	C	T		Programatic CE		
11	Signage Improvement Plan	City Wide		Update/Upgrade regulatory and warning signage to current standards where applicable.	P		\$150,000	\$150,000	00													21									Programatic CE		
12	Park Street	1st Street	7th Street	Roadway improvements including, sidewalk, curb & gutter, and drainage.	P		\$1,200,000	\$1,200,000	14					06							12			W	S	P	G	C	T		CE	NO	
13	Angleside Rd 5426	7th Street	Turner Street	Guard rail, pedestrian walkway, intersection reconstruction, ROW acq., pavement, road base, and sidewalks	P		\$2,000,000	\$2,000,000	17			03												W	S	P	G	C	T		Programatic CE		
14	Alder Street / Olympic Highway North 5465	8th Street	C' Street	Paving stabilization, channelization, lighting, sidewalks, and intersection improvements including channelization.	P		\$2,500,000	\$2,500,000	14			03												W	S	P	G	C	T		Programatic CE		
15	Guardrail Replacement	City Wide		Upgrade guardrail to current standards.			\$500,000	\$500,000													12	21											
16	Brockdale Road	Wallace-Kneeland	N City Limits	Pavement stabilization, drainage, landscaping, and intersection improvements including channelization.	P		\$2,500,000	\$2,500,000	14			03		05	06	07					12			W	S	P	G	C	T			NO	

Priority Number	Project Name	Project Phase												Expenditure Schedule (\$1,000)					
		Preliminary Engineering (Planning)				Right-of Way (Equip Purchase)				Construction				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
		Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)	Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)	Start Date	Estimated Phase Cost	Outside Funding Source	Outside Contribution (%)						
1	North Shelton Interchange Upgrade									1/1/2018	\$3,200,000	TIP/Private	100.0%		2000	1200			
2	Railroad Avenue West	1/1/2015	\$600,000			1/1/2015	\$150,000			6/1/2015	\$2,250,000					3,000			
3	Railroad Avenue	1/1/2015	\$600,000							6/1/2015	\$3,400,000					4,000			
4	Olympic Highway North		\$525,000								\$2,975,000					3,500			
5	Turner Avenue 5434		\$405,000								\$2,295,000					2,700			
6	Alder Street / Olympic Highway North 5465		\$450,000								\$255,000					3,000			
7	Non-Motorized Plan (Bicycle/Trail/Sidewalk)		\$25,000													25			
8	Cota Street		\$225,000								\$1,275,000					1,500			
9	Wallace-Kneeland Blvd 5439 / N. 13th Intersection 5439 / Brockdale 5435		\$300,000								\$1,700,000					2,000			
10	Wallace-Kneeland Blvd 5439/ Shelton Springs Road 5432		\$300,000								\$1,700,000					2,000			
11	Signage Improvement Plan		\$5,000								\$145,000					150			
12	Park Street		\$180,000								\$1,020,000					1,200			
13	Angleside Rd 5426		\$300,000								\$1,700,000					2,000			
14	Alder Street / Olympic Highway North 5465		\$375,000								\$2,125,000					2,500			
15	Guardrail Replacement		\$75,000								\$425,000					500			
16	Brockdale Road		\$375,000								\$2,125,000					2,500			

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers numbered 14684 through 14688 in the amount of \$7,923.49 that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims.

Signed this 9th of June, 2017.



for → Director of Financial Services
Accounting Mgr

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

Signed this _____ of _____, 2017.

Mayor Cronic

Commissioner McDowell

Commissioner Moore



Shelton, WA

Check Register

Packet: APPKT00536 - June 12, 2017 - Payables A1 Packet

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK -Warrants-APBNK-Warrants						
002520	AUS WEST LOCKBOX	06/12/2017	Regular	0.00	1,019.51	14684
008800	CUT-RATE AUTO PARTS	06/12/2017	Regular	0.00	38.16	14685
VEN01228	DAN PATTON	06/12/2017	Regular	0.00	497.82	14686
123983	MICHAEL FIOLA	06/12/2017	Regular	0.00	368.00	14687
155563	YOUNGLOVE & COKER-PLLC	06/12/2017	Regular	0.00	6,000.00	14688

Bank Code APBNK -Warrants Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	21	5	0.00	7,923.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	21	5	0.00	7,923.49

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2017	7,923.49
			<u>7,923.49</u>



Shelton, WA

Check Register

Packet: APPKT00536 - June 12, 2017 - Payables A1 Packet

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK -Warrants-APBNK-Warrants						
002520	AUS WEST LOCKBOX	06/12/2017	Regular	0.00	1,019.51	14684
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
1990085445	Invoice	03/22/2017	ACCT #792105973 - LAUNDRY SERVICES	0.00	34.99	
402-400-000-53580-4900		Miscellaneous		ACCT #792105973 - LAUN	34.99	
1990096006	Invoice	03/29/2017	ACCT #792105973 - LAUNDRY SERVICES	0.00	32.90	
402-400-000-53580-4900		Miscellaneous		ACCT #792105973 - LAUN	32.90	
1990117291	Invoice	04/12/2017	ACCT #792105972 - LAUNDRY SERVICES	0.00	96.97	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT #792105972 - LAUN	96.97	
1990127760	Invoice	04/19/2017	ACCT #792105972 - LAUNDRY SERVICES	0.00	96.97	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT #792105972 - LAUN	96.97	
1990138271	Invoice	04/26/2017	ACCT #792105972 - LAUNDRY SERVICES	0.00	96.97	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT #792105972 - LAUN	96.97	
1990138273	Invoice	04/26/2017	ACCT #792105973 - LAUNDRY SERVICES	0.00	32.90	
402-400-000-53580-4900		Miscellaneous		ACCT #792105973 - LAUN	32.90	
1990148979	Invoice	05/03/2017	ACCT #792105972 - LAUNDRY SERVICES	0.00	96.97	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT #792105972 - LAUN	96.97	
1990148981	Invoice	05/03/2017	ACCT #792105973 - LAUNDRY SERVICES	0.00	39.05	
402-400-000-53580-4900		Miscellaneous		ACCT #792105973 - LAUN	39.05	
1990159579	Invoice	05/10/2017	ACCT #792105972 - LAUNDRY SERVICES	0.00	96.97	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT #792105972 - LAUN	96.97	
1990159581	Invoice	05/10/2017	ACCT #792105973 - LAUNDRY SERVICES	0.00	34.64	
402-400-000-53580-4900		Miscellaneous		ACCT #792105973 - LAUN	34.64	
1990170091	Invoice	05/17/2017	ACCT #792105972 - LAUNDRY SERVICES	0.00	96.97	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT #792105972 - LAUN	96.97	
1990170092	Invoice	05/17/2017	ACCT #792105973 - LAUNDRY SERVICES	0.00	34.64	
402-400-000-53580-4900		Miscellaneous		ACCT #792105973 - LAUN	34.64	
1990180635	Invoice	05/24/2017	ACCT #792105972 - LAUNDRY SERVICES	0.00	96.97	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT #792105972 - LAUN	96.97	
1990180637	Invoice	05/24/2017	ACCT #792105973 - LAUNDRY SERVICES	0.00	34.63	
402-400-000-53580-4900		Miscellaneous		ACCT #792105973 - LAUN	34.63	
1990191133	Invoice	05/31/2017	ACCT #792105972 - LAUNDRY SERVICES	0.00	96.97	
401-000-000-53480-4901		Miscellaneous - Shop		ACCT #792105972 - LAUN	96.97	
008800	CUT-RATE AUTO PARTS	06/12/2017	Regular	0.00	38.16	14685
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
300055202	Invoice	05/23/2017	CUST #34491 - SHIMMERING GREEN	0.00	12.72	
001-000-000-57250-3100		Office and Operating		CUST #34491 - SHIMMERI	12.72	
300056979	Invoice	06/02/2017	CUST #34491-ROTARY WOOL CUT & MET	0.00	25.44	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		CUST #34491-ROTARY WO	25.44	
VEN01228	DAN PATTON	06/12/2017	Regular	0.00	497.82	14686
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
APR/2017	Invoice	04/18/2017	APR/2017 TRAVEL-INT'L DV CONF IN ORL	0.00	257.82	
001-000-000-52140-4905		Miscellaneous-Stop Grant		APR/2017 TRAVEL-INT'L D	257.82	
MAY/2017	Invoice	05/08/2017	MAY/2017 TRAVEL-FIRE INVESTIGATOR I	0.00	240.00	

Check Register

Packet: APPKT00536-June 12, 2017 - Payables A1 Packet

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<u>001-000-000-52140-4302</u>		Travel-PD Operations	MAY/2017 TRAVEL-FIRE IN		240.00	
123983	MICHAEL FIOLA	06/12/2017	Regular	0.00	368.00	14687
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>MAY/2017</u>	Invoice	05/15/2017	MAY/2017 TRAVEL-COMMAND INSTITUT	0.00	368.00	
<u>001-000-000-52140-4302</u>		Travel-PD Operations		MAY/2017 TRAVEL-COMM	368.00	
155563	YOUNGLOVE & COKER-PLLC	06/12/2017	Regular	0.00	6,000.00	14688
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>MAY/2017</u>	Invoice	05/25/2017	MAY/2017 CITY PROSECUTING ATTY SER	0.00	6,000.00	
<u>001-000-000-51530-4101</u>		Prof Serv - Prosecutor		MAY/2017 CITY PROSECU	6,000.00	

Bank Code APBNK -Warrants Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	21	5	0.00	7,923.49
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	21	5	0.00	7,923.49

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2017	7,923.49
			7,923.49

Authorization Signatures

CERTIFICATION

I, the undersigned do hereby certify under penalty of perjury, that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just due and unpaid obligation again the City of Shelton and that I am authorized to authenticate and certify to said claim.

Mayor

Commissioner

Commissioner

Admin Fin. Serv Fire

Comm. Dev Legal Risk Judicial

Parks Misc Police Public Works Facilities



**CITY OF SHELTON
COMMISSION BRIEFING REQUEST
(Please Use Bolded Information Inserts)**

Touch Date: 6/12/17
Brief Date: 6/12/17
Action Date: 6/12/17

Department: Public Works
Presented By: Logan Brady

**APPROVED FOR COMMISSION
PACKET:**

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

- ☒ Dept. Head
☐ Finance Director
☐ Attorney
☒ Asst. City Manager
☒ City Manager

Ryan
Wheaton

TIB Emergency Repairs Grant

ATTACHMENTS:

**TIB Emergency Pavement Repairs
Grant Agreement**

- ☐ Ordinance
☐ Resolution
☐ Motion
☒ Other Consider options

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In early May, the City of Shelton Public Works Department applied for grant funding to assist with pavement repairs through the Transportation Improvement Board (TIB) Emergency Repair Program. TIB approved funding for a one-time 2017 Emergency Repair Program in recognition of state and local emergency proclamations regarding severe winter weather. The engineering and public works departments worked together to compile and submit photographic evidence of several street sections requiring repair that qualified for the emergency repair program. Thanks to the efforts of the City's engineering and public works departments, Shelton was awarded \$50,000 – the maximum available to any one agency.

The indicated street repairs must be completed by the end of August.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The award money must be spent to repair the road sections indicated in the grant application.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the Public Works Department.

STAFF RECOMMENDATION:

City staff recommends that the commission concur to authorize the City Manager sign the grant agreement, thereby accepting the Emergency Repairs Grant award from TIB.



Washington State Transportation Improvement Board

TIB Members

Commissioner Richard Stevens,
Chair
Grant County

Mayor Patty Lent, Vice Chair
City of Bremerton

Jim Albert
Office of Financial Management

Jeff Carpenter, P.E.
WSDOT

Barbara Chamberlain
WSDOT

Elizabeth Chamberlain
City of Walla Walla

Wendy Clark-Getzin, P.E.
Clallam Transit

Gary Ekstedt, P.E.
Yakima County

Commissioner Terri Jeffreys
Mason County

Mayor Glenn Johnson
City of Pullman

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Ron Lucas
Town of Steilacoom

Mick Matheson, P.E.
City of Mukilteo

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Maple Valley

David Ramsay
Feet First

Martin Snell
Clark County

Jay Weber
County Road Administration Board

May 23, 2017

Mr. Robert Tauscher, P.E.
City Engineer
City of Shelton
525 W. Cota Street
Shelton, WA 98584


Dear Mr. Tauscher:

Your copy of the signed Grant Agreement for the 2017 Emergency Pavement Repair project, TIB Project Number 3-W-194(002)-1, is enclosed.

TIB funds estimated for the project total \$50,000.

We are happy to assist you with any questions regarding this process. You can contact Jason Phelps, TIB Project Engineer, at (360) 586-1151 or via e-mail at JasonP@TIB.wa.gov.

Sincerely,


Ashley Probart
Executive Director

Enclosure

Ashley Probart
Executive Director
PO Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov



CITY OF SHELTON

3-W-194(002)-1

2017 Emergency Pavement Repair Project

Various Locations

RECEIVED

MAY 23 2017

TIB

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF SHELTON
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2017 Emergency Pavement Repair Project, Various Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and CITY OF SHELTON, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$50,000 for the project specified above, pursuant to terms contained in the RECIPIENT'S TIB-approved Grant Application on file, which is incorporated into this Agreement by this reference; supporting Project Documentation in 3.0; chapter 47.26 RCW; title 479 WAC; and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and previously incorporated by reference into this Agreement. Scope and Budget may be further developed and refined. Any alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to, the following:

- a) Contract Completion Updated Cost Estimate with final summary of quantities; and
- b) Project Accounting History

4.0 BILLING AND PAYMENT

At the closeout of the Project, but no later than August 31st, 2017, the Recipient must submit an invoice for all costs and expenditures actually incurred in the course of performing eligible work directly related to the Project, during the Project period. Any invoice received after August 31, 2017, will not be eligible for reimbursement, unless the local agency has received prior approval from TIB. TIB agrees to reimburse the Recipient for those Project-related costs and expenditures properly documented on the Recipient's invoice.



5.0 TERM OF AGREEMENT

The term of this Agreement shall commence on the latest date of signature of the Parties and terminate upon closeout of the grant or when terminated as provided herein, but in no event shall the term of this Agreement exceed six months unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement and written amendment executed by both of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, that the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance;
- b) TIB denies the RECIPIENT's request to amend the Project, if any; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.



TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than roadway system pavement repair is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the TIB funds for the specific Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All requests for such increases must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for costs incurred in excess of the grant amount. In the event that final costs related to the specific Project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the original ratio between TIB funds and total project costs.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.



13.0 INDEMNIFICATION AND HOLD HARMLESS

- a) The RECIPIENT shall indemnify and hold TIB, its agents, employees, and officers harmless from, and process and defend at its own expense, any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against TIB and arising out of, in connection with or incident to this AGREEMENT and/or the RECIPIENT's performance or failure to perform any aspect of this AGREEMENT. This indemnity provision applies to all claims against TIB, its agents, employees and officers arising out of, in connection with or incident to the negligent acts or omissions of the RECIPIENT, its agents, employees, officers and subcontractors. Provided, however, that nothing herein shall require the RECIPIENT to indemnify and hold harmless or defend the TIB, its agents, employees or officers to the extent that claims are caused by the negligent acts or omissions of the TIB, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the RECIPIENT or its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the PARTY, its employees, officers, authorized agents, and/or contractors. This indemnification and hold harmless provision shall survive termination of this AGREEMENT.
- b) The RECIPIENT specifically assumes potential liability for actions brought by RECIPIENT's employees and/or subcontractors; and, solely for the purposes of this indemnification and defense, the RECIPIENT specifically waives any immunity under the State Industrial Insurance Law, Title 51 Revised Code of Washington.
- c) In the event either the RECIPIENT or TIB incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs and expenses shall be recoverable by the prevailing PARTY.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT to avoid additional incurred costs and delays to the project. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed-upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.
- e) In the event of litigation or other action brought to resolve a dispute or enforce this Agreement, each Party shall be responsible for its own attorneys' fees and costs.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

17.0 AUTHORIZED SIGNATURES

The undersigned acknowledge that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Ashley Probert 5/23/17
Executive Director Date

Print Name

Ashley Probert
Print Name



**CITY OF SHELTON
COMMISSION BRIEFING REQUEST
(Please Use Bolded Information Inserts)**

Touch Date: 5/30/17
Brief Date: 6/05/17
Action Date: 6/12/17

Department: Public Works
Presented By: Craig Gregory

APPROVED FOR COMMISSION PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
WSP Latecomer's Agreement

- ☒ Dept. Head
- ☐ Finance Director
- ☐ Attorney
- ☒ Asst. City Manager
- ☒ City Manager

Ryan Wheaton

ATTACHMENTS:
Latecomer's Agreement

- ☐ Ordinance
- ☐ Resolution
- ☐ Motion
- ☒ Other Consider options

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The water main extension from Well #3 to Washington State Patrol (WSP) that was installed in 2013 cost \$2,675,000 and was paid for by WSP. This main extension came with a Latecomer's Agreement, which was calculated for parcels that could be served by the installation to repay WSP; this agreement was never finalized. After a lengthy negotiation with WSP, a final Latecomer's Agreement was settled upon, which includes a connection to the main and the disconnection of WSP's existing well. The disconnection of their well fulfills a requirement that qualifies the City of Shelton for \$1,500,000 in loan forgiveness from the construction of the UMVPZ.

ANALYSIS/OPTIONS/ALTERNATIVES:

With this agreement, the City of Shelton agrees to reimburse WSP up to \$50,000 for the construction of the connection to the main, and \$12,000 forgiveness for administering the Latecomer's Agreement due to the City from WSP. The City of Shelton will also credit WSP \$600 per month for 32 months, for a total of \$19,000, in exchange for WSP well disconnection, and in lieu of collection of Latecomer's fees for Tractor Supply and Mason County Public Works.

BUDGET/FISCAL INFORMATION:

\$50,000 Construction cost
\$12,000 Administration forgiveness
\$19,000 Water credit

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION:

City staff recommendation: I move to approve the Washington State Patrol Latecomer's Agreement by allowing the Mayor to sign the agreement.

After recording return document to:

City of Shelton
525 W. Cota Street
Shelton, WA 98584

Document Title: Agreement for Utility Connection and Reimbursement of Water Extension
Expenses (Latecomer Agreement)

Reference Number(s) – for assignment and releases

1990889 Utility Easement Agreement - Mason County
1990890 Utility Easement Agreement - Nye
1990891 Utility Easement Agreement - Community Action Council
1990892 Utility Easement Agreement - DAPBP, LLC
1990893 Utility Easement Agreement - Titus
1990894 Utility Easement Agreement - Geibel
1990895 Utility Easement Agreement - Geibel

Grantor(s):

City of Shelton

Grantee:

Washington State Patrol

Abbreviated Legal Description:

City of Shelton NW Urban Growth Area

Assessor's Property Tax Parcel Number:

420023260010, 420112200010, 420034160010, 420034160020 and
420101000000 (WSP Academy), and attached list in Exhibit "B"

Section, Township, Range:

Section 02, Township 20, Range 4W; Section 11, Township 20, Range 4W;
Section 03, Township 20, Range 4W; Section 10, Township 20, Range 4W

AGREEMENT FOR UTILITY CONNECTION AND REIMBURSEMENT
OF WATER EXTENSION EXPENSES
(LATECOMER AGREEMENT)

This Agreement, entered into this ____ day of _____, 2017, between the City of Shelton, a municipal corporation, hereinafter referred to as the “City”, and Washington State Patrol, a public agency, hereinafter referred to as “WSP”:

WITNESSETH:

WHEREAS, the City of Shelton owns and operates a public water system for purposes of supplying potable water for residential, commercial, industrial, and other public and private use and is authorized to supply water outside of its city limits; and

WHEREAS, WSP has entered into a, Utility Extension Agreement with the City of Shelton, dated July 26, 2010, to extend the City’s water facilities to its property located at 631 West Dayton Airport Road, Shelton, WA, including Mason County Parcels Nos. 420023260010, 420112200010, 420034160010, 420034160020, and 420101000000 (WSP Academy), said facilities hereinafter referred to as “the Extension”; and

WHEREAS, it is in the mutual interest of WSP and the City to facilitate WSP making a connection to the Extension, so that WSP can obtain City water services and the City can maintain eligibility for a loan forgiveness program; and

WHEREAS, the Utility Extension Agreement requires the City to administer a latecomer agreement to collect reimbursements for WSP, of the fair pro rata share of the construction costs of the Extension, from property owners who did not contribute a pro rata share to construction of the Extension, but hereinafter connect to the Extension; and

WHEREAS, the City and WSP desire to provide for the administration of this latecomer agreement pursuant to Chapter 35.91 RCW and to set forth herein the reasonable rules and regulations for administration thereof.

NOW THEREFORE, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. WSP has completed the construction of the Extension pursuant to the terms of the Extension Agreement and has conveyed the Extension to the City.
2. The City will reimburse WSP the cost of construction of a water connection between the WSP facility and the Extension (hereinafter “Connection”), in an amount not to exceed fifty thousand dollars (\$50,000). The Parties agree that a Connection shall be established to the City of Shelton’s water system. Upon activation of the Connection, WSP shall disconnect well and water system #02993, submit a letter to the Department of Health

stating the WSP has disconnected its well from the facility being served by the Shelton water system, and state the well will no longer be used for domestic purposes. WSP shall meet all Department of Health requirements to place their public water system #02993 as “inactive” in the DOH’s database no later than December 31, 2017.

3. The City agrees to grant a credit of six hundred dollars (\$600.00) on each month’s water billing to WSP starting October 2017 and ending May 2020 of water service in consideration for Latecomer reimbursements which were not collected prior to the execution of this agreement. The City further acknowledges it has authority to grant such credits to water rates.
4. For a period of twenty (20) years from the date of recording of this Agreement, the City shall collect from all persons desiring to connect to the Extension, excluding WSP, a fair pro rata share of the costs to construct the Extension.
5. An extension of the twenty-year reimbursement period may be made by amendment of this Agreement for a time not to exceed the duration of any moratorium, phasing ordinance, concurrency designation, or other governmental action that prevents making applications for, or the approval of, any new development within the benefit area for a period of six months or more. Upon the extension of the reimbursement period, amendment to this Agreement must specify the duration of the contract extension and must be filed and recorded with the Mason County Auditor by the City. Property owners who are subject to the reimbursement obligation shall be notified by the City of any extension filed under this subsection.
6. No person, firm, or corporation shall be granted a permit or be authorized by the City to connect or use the Extension for the time period after which this Agreement is recorded to the end of the reimbursement period, without first paying to the City the amount required to reimburse WSP for the pro rata share of the cost of said construction as set forth in Exhibit “A,” and hereinafter referred to as the latecomer fee. All latecomer fees shall be remitted to WSP within sixty (60) days after the receipt thereof. The City shall waive administrative fees related to project closeout due from WSP, in the amount of twelve thousand one hundred eighty-three dollars and twenty-five cents (\$12,183.25).
7. Attached hereto as Exhibit “A” and incorporated by this reference is a listing of the costs of construction of the Extension, including all applicable sales taxes together with a listing of the benefit area which represents properties that may connect to or use the Extension. The Benefited area is defined as all properties within the Shelton Springs Road, State Routes 101 and 102 (Dayton-Airport Road) within the UGA which can be connected to the Extension directly or through lateral extensions. The Benefited Area, with parcel numbers of the benefited properties, is depicted on Exhibit “B.”

8. In addition to the latecomer fee, each property owner in the Benefited Area shall be required to pay all costs and fees applicable for connecting their properties to the Extension, including the costs of designing and constructing the connection, and any other fees established by the Shelton Municipal Code in effect at the time of connection.
9. The latecomer fee for each individual parcel was calculated using an estimate of the parcel's acreage and its front footage which was hereafter modified for its zoning/land use designation. Variation in actual acreage or front footage from estimated acreage used in the formula will not change the latecomer fee unless the variance exceeds twenty percent (20%). The calculation of each benefited parcel's latecomer fee has been determined as set forth in Exhibit "B."
10. Prior to the City authorizing any new connection to the Extension during the reimbursement period commencing after recording of this Agreement, the City shall collect from the owner/applicant a sum equal to the amount provided in Exhibit "B" as the fair pro rata share due from such owners upon and for the Extension. Subject to subsection 4, such sums shall be remitted to WSP within sixty (60) days of receipt.
11. Whenever any connection is made into the Extension without such payment having first been made in accordance with this Agreement, the City may remove or cause to be removed such unauthorized connection and all connecting lines or pipes located in the facility right-of-way and dispose of such material removed without any liability whatsoever.
12. The Parties acknowledge that the City did not collect latecomer reimbursements from two property owners (Mason County parcel number 420021000010 and Tractor Supply parcel number 420024400010), both of which established a connection to the Extension prior to the recording of this Agreement. In exchange for the consideration outlined in Sections 2, 3, 6, and 23 of this Agreement, WSP forever releases and discharges any and all claims against the City for not collecting the assessment from these property owners. If the City recovers latecomer assessments from either of the Property Owners referenced in this paragraph, the City shall be entitled to keep that recovery rather than remitting it to WSP.
13. To the extent permitted by law, WSP shall defend, indemnify, and hold the City Harmless from any claims arising from any contract or agreement, written or oral, WSP enters into with any Partnering Entities with regard to the distribution, assignment, or sharing of latecomer reimbursements.
14. The City and WSP jointly agree to defend any lawsuits attacking the validity of this Agreement.

15. The Parties shall bear their own costs and expenses including, without limitation, attorneys' fees and costs related to this Agreement, the latecomer assessments, and the agreements contemplated herein.
16. Disputes arising under this Agreement shall be brought in Mason County Superior Court and adjudicated under the laws of the State of Washington.
17. No amendment, change, or modification of this Agreement shall be valid unless made in writing and signed by all of the parties hereto.
18. The terms of this Agreement shall run with the land and bind subsequent owners of the properties affected.
19. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect.
20. All exhibits attached hereto are incorporated by reference.
21. This Agreement may be executed in counterparts, and each set of duly delivered identical counterparts, which includes all signatories, shall be deemed to be one original document.
22. For purposes of calculation of all time periods described herein, this Agreement shall become operative upon its being recorded with the Mason County Auditor.
23. The City shall record this agreement against each parcel in the Benefitted Area with the Mason County Auditor within thirty (30) days of execution. The City shall pay the costs of recording.
24. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

Dated this ____ day of _____, 2017.

City of Shelton

Washington State Patrol

Print Name and Title

Print Name and Title

ATTEST:

City Clerk

EXHIBIT “A”

Washington State Patrol – Dayton Airport Road Water Expansion Project

Water Project Construction Costs

Construction Cost	\$ 1,663,795.16
Construction Sales Tax	\$ 141,422.59
	<hr/>
<i>Subtotal Construction</i>	\$ 1,805,217.75

Water Project Administration & Engineering Costs

Engineering and Design	\$ 376,143.01
Legal/Other Fees	\$2,691.72
Project Management	\$ 491,233.39
	<hr/>
<i>Subtotal A&E</i>	\$ 870,068.12
	<hr/>
Total Water Project Costs	\$ 2,675,285.87

EXHIBIT B

Washington State Patrol - Dayton Airport Road Water Extension Project

Ref #	TAX PARCEL NUMBER	OWNER	Physical Address	MAILING ADDRESS	Zoning	Use Factor	Acres	Frontage per Survey	Adjusted Acres	Adjusted FF	Current Late Comers Fee
1	42012-21-90004	A BETTER SOLUTION STORAGE LLC	1436 E SPRINGS RD	590 E ISLAND LAKE DR SHELTON WA 98584-7821	NEIGHBORHOOD RES	1	1.31	0.00	1.31	0.00	\$ 566.26
2	42001-50-00041	ALEXANDER LESTER F & CAROL	101 E SOUTHLAKE DR	101 E SOUTH LAKE DR SHELTON WA 985847899	NEIGHBORHOOD RES	1	1.25	0.00	1.25	0.00	\$ 540.33
3	42012-52-00012	ANDERSON ANN B	11 E PARK RD	11 E PARK RD SHELTON WA 985849125	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
4	42001-52-00006	ANDERSON BRIAN J & LISA J	71 E HEATHERWOOD CT	71 E HEATHERWOOD CT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
5	42001-43-90110	ANDERSON HAROLD A & DIANA D	131 E LAKEWOOD CT	131 E LAKEWOOD CT SHELTON WA 985849176	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
6	42012-51-00030	ANDERSON HAROLD A & DIANA D	70 E WOODLAND DR	131 E LAKEWOOD CT SHELTON WA 985849176	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
7	42012-52-00010	ANDERSON JOSEPH E JR & BECKY		71 E PARK RD SHELTON WA 985849125	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
8	42001-43-90020	APPEL, GEORGE R & MELANIE V		140 E LAKEWOOD CT SHELTON WA 985849176	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
9	42001-51-00029	ARIES MICHAEL G	151 E FAIRFIELD CT	151 E FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
10	42012-52-00011	ARMSTRONG WENDY S		PO BOX 784 SHELTON WA 985849125	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
11	42001-51-00050	ARTHUR CLIFFORD L & ARDIS A	60 E NORTH HAVEN CT	60 E HAVEN CT N SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
12	42001-52-00010	ARTZ MARTHA L	101 E WYSTERIA CT	E 101 WYSTERIA CT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
13	42012-52-00024	ASHLEY LF EST ROBERT W		21 E ISLAND LAKE RD SHELTON WA 985849107	NEIGHBORHOOD RES	1	1.00	99.95	1.00	99.95	\$ 4,012.47
14	42012-54-00009	AUBOL RONALD B & JACKIE L	9 E CHERRY CRT	9 E CHERRY CT SHELTON WA 985849116	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
15	42012-54-00010	AUBOL RONALD B & JACKIE L	10 E CHERRY PK	9 E CHERRY CT SHELTON WA 985849116	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
16	42012-50-00006	AUSETH DOROTHY	30 E BLEVINS RD S	203 E AUSETH LANE SHELTON WA 98584	MIXED USE	1.5	1.00	0.00	1.50	0.00	\$ 648.39
17	42012-50-00012	BAKER TOMI JEANNE	51 E BLEVINS RD	E 51 BLEVINS RD S SHELTON WA 985849106	MIXED USE	1.5	2.00	0.00	3.00	0.00	\$ 1,296.78
18	42012-52-00027	BALDING DAVID C & SHERYAL L		50 E PARK PL SHELTON WA 985849048	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
19	42001-50-00029	BANKS JOHN T & JUDY E TRSE		JOHN & JUDY BANKS TRUST 1621 BRIDLE DR HENDERSON NV 890153411	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
20	42001-51-00019	BARHAM RICK S & JULIE A	40 E HEATHERWOOD CT	40 E HEATHERWOOD CT SHELTON WA 985849733	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
21	42001-51-00033	BARKMAN ERIC W & KIRSTEN R	271 E FAIRFIELD CT	271 E FAIRFIELD COURT SHELTON WA 985847686	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
22	42012-55-00004	BARTOLAT EDWARD A & SHIRLEY J		31 E SPRINGWOOD CT SHELTON WA 985848902	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
23	42001-50-00003	BENNETT STACEY M	41 E NORTH LAKE DR	41 E NORTH LAKE DR SHELTON WA 985849132	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
24	42012-51-00005	BENNINGTON CAMEON	111 E WOODLAND DR	PO BOX 2083 SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
25	42001-51-00052	BENNINGTON ROBERT O & CAMEON	20 E NORTH HAVEN COURT	20 E NORTH HAVEN CT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
26	42001-50-00028	BERNARD MICHAEL	180 E NORTHLAKE DR	180 E NORTH LAKE DR SHELTON WA 985847804	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
27	42012-55-00025	BERTRAND PAMELA		3414 COUNTRY CLUB DR NW OLYMPIA WA 985023814	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
28	42001-43-90132	BICKEL KAREN L	270 E ISLAND LAKE RD	PO BOX 2105 SHELTON WA 985845039	NEIGHBORHOOD RES	1	0.37	0.00	0.37	0.00	\$ 159.94
29	42012-51-00039	BLAKE ADAM J & CHALCY		310 E WOODLAND DR SHELTON WA 985847803	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
30	42001-50-00038	BOCHERT KARL T	41 E SOUTHLAKE DR	41 E SOUTH LAKE DR SHELTON WA 985849130	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
31	42012-51-00036	BOGGS ET AL SUE ELLEN	250 E WOODLAND DR	JOHN I BOGGS , WILLIAM A BOGGS 250 E WOODLAND DR SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
32	42002-75-90062	BOUVIER FERN I	302 W PINE ACRES WAY	302 W PINE ACRES WAY SHELTON WA 985848050	MIXED USE	1.5	2.89	0.00	4.34	0.00	\$ 1,873.85

EXHIBIT B

Washington State Patrol - Dayton Airport Road Water Extension Project

Ref #	TAX PARCEL NUMBER	OWNER	Physical Address	MAILING ADDRESS	Zoning	Use Factor	Acres	Frontage per Survey	Adjusted Acres	Adjusted FF	Current Late Comers Fee
33	42012-51-00003	BOWMAN DON L		71 E WOODLAND DR SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
34	42012-55-00020	BOYKIN KIMBERLY J	181 E SPRINGWOOD DR	181 E SPRINGWOOD SHELTON WA 985848012	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
35	42012-22-90084	BRIMMER ELLEN	1481 E SPRINGS RD	100 W 72ND ST, 3G MANHATTAN NY 10023	MIXED USE	1.5	2.60	233.38	3.90	350.07	\$ 14,225.32
36	42012-21-90122	BROOKS DEBORAH L	1194 E SPRINGS RD	2835 60TH LN SE UNIT F OLYMPIA WA 985018419	NEIGHBORHOOD RES	1	0.27	0.00	0.27	0.00	\$ 116.71
37	42001-51-00037	BROTCHÉ DAVID	230 E FAIRFIELD CT	230 E FAIRFIELD CT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
39	42001-34-90060	BROTCHÉ, ALLAN & CHRIS	121 E FAIRFIELD CT	121 E FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	2.26	0.00	2.26	0.00	\$ 976.91
38	42001-34-90010	BROTCHÉ, ALLAN & CHRIS		121 E FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	2.00	0.00	2.00	0.00	\$ 864.52
40	42001-34-90070	BROTCHÉ, ALLEN T & CHRIS		121 E FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	2.25	0.00	2.25	0.00	\$ 972.59
41	42012-54-00008	BROWN DONALD R & JANEAN M		8 E CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
42	42012-54-00002	BROWN HAROLD E & JACKIE		2 E CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
43	42012-51-00034	BROWN LARRY S & WANDA L	170 E WOODLAND DR	170 E WOODLAND DR SHELTON WA 985847801	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
44	42002-75-00080	BROWN MARLIN T & MANON E		191 W PINE ACRES WAY SHELTON WA 985848965	MIXED USE	1.5	5.00	0.00	7.50	0.00	\$ 3,241.95
45	42012-21-90123	BURNS SILVIA	1192 E SPRINGS RD	PO BOX 1752 SHELTON WA 98584-5010	NEIGHBORHOOD RES	1	0.27	0.00	0.27	0.00	\$ 116.71
46	42012-21-00130	BURTON L TWEED TRSE	41 E BOARDWALK	TWEED REVOCABLE TRUST 41 E BOARDWALK RD SHELTON WA 985847164	NEIGHBORHOOD RES	1	0.41	0.00	0.41	0.00	\$ 177.23
47	42012-51-00011	CAESSENS CHARLES C & MIRENDA	201 E WOODLAND DR	1275 SW LATOUR PLAK ST PULLMAN WA 991635294	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
48	42001-51-00031	CAHOON TREVOR B	231 E FAIRFIELD CT	231 E FAIRFIELD CT SHELTON WA 985847686	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
49	42001-50-00007	CALDERON ET VIR LAURA	81 E NORTHLAKE DR	JUAN GONZALEZ 81 E NORTH LAKE DR SHELTON WA 985849132	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
50	42012-55-00009	CAMPBELL KAROL & DONALD D JR		90 E SPRINGWOOD LN SHELTON WA 985848903	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
51	42012-52-00015	CAMPION AKA HIEDEMAN DARLENE A	40 E PARK LN	40 E PARK LANE SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
52	42012-51-00038	CANNON ET AL TODD J		DANIELLE GRIFFIN 1512 HOLMAN ST SHELTON WA 985841532	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
53	42012-54-00012	CARI KATHRYN L	12 E CHERRY PARK	12 E CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
54	42012-52-00023	CARNAHAN DAVID P	41 E ISLAND LAKE RD	41 E ISLAND LAKE RD SHELTON WA 985849107	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
55	42001-50-00024	CATHERS AIMEE	250 E NORTHLAKE DR	250 E NORTH LAKE DR SHELTON WA 985847805	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
56	42001-50-00036	CEBALLOS KAREN A	20 E NORTHLAKE DR	20 E NORTH LAKE DR SHELTON WA 985849132	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
57	42012-51-00016	CHAPINSKI ARTHUR D	261 E WOODLAND DR	261 E WOODLAND DR SHELTON WA 985847802	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
58	42012-22-00170	CHOI JAMES EUN SU & SUSAN YUN C/O MILAN MOT	11880 N HWY 101	2545 RUDY ST ROWLAND HTS CA 91748	MIXED USE	1.5	0.53	0.00	0.80	0.00	\$ 343.65
59	42012-50-00015	COMMON AREA NON ASSESSED			MIXED USE	1.5	1.00	0.00	1.50	0.00	\$ 648.39
60	42002-24-90090	COMMUNITY ACTION COUNCIL OF LEWIS,MASON,THURSTON CO	450 W DAYTON AIRPORT RD	420 GOLF CLUB RD SE #100 LACEY WA 985031048	BUSINESS INDUSTRIAL	2	1.67	354.51	3.34	709.02	\$ 26,840.84
61	42001-51-00002	COOPER PAUL M & SARAH F	41 E ROCKWOOD DRIVE	PO BOX 692 SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
62	42012-53-00003	CORBETT WILLIAM M C & LYNNETTE	340 E WOODLAND DR	340 E WOODLAND DR SHELTON WA 985847803	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26

EXHIBIT B

Washington State Patrol - Dayton Airport Road Water Extension Project

Ref #	TAX PARCEL NUMBER	OWNER	Physical Address	MAILING ADDRESS	Zoning	Use Factor	Acres	Frontage per Survey	Adjusted Acres	Adjusted FF	Current Late Comers Fee
63	42001-51-00005	CORLISS DONALD B & SUSAN B	10 E WYSTERIA CIRCLE	10 E WYSTERIA CIR SHELTON WA 98584-8501	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
64	42001-50-00020	COSTA GORDON L & BONNETTE R	261 E NORTHLAKE DR	261 E NORTH LAKE DR SHELTON WA 985847805	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
65	42001-51-00010	CRAYNE NANCY C & ALVIN L	60 E WYSTERIA CT	60 EAST WYSTERIA COURT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
66	42012-54-00017	CRENSHAW VICTORIA	17 E CHERRY LANE	17 E CHERRY PARK SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
67	42001-50-00017	CUMMINGS RON & PAM	221 E NORTHLAKE DR	3931 W SHELTON MATLOCK RD SHELTON WA 985848932	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
68	42001-51-00038	CURTIS RICHARD K & JOANN	210 E FAIRFIELD CT	210 E FAIRFIELD CT SHELTON WA 98584-7686	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
69	42002-24-90010	DAPBP LLC	450 W DAYTON AIRPORT RD	PO BOX 627 RAINIER WA 985760627	BUSINESS INDUSTRIAL	2	2.53	306.64	5.06	613.28	\$ 24,154.93
73	42002-24-90050	DAPBP LLC	450 W DAYTON AIRPORT RD	PO BOX 627 RAINIER WA 985760627	INDUSTRIAL	2	5.31	0.00	10.62	0.00	\$ 4,590.60
72	42002-24-90040	DAPBP LLC	450 W DAYTON AIRPORT RD	PO BOX 627 RAINIER WA 985760627	INDUSTRIAL	2	4.61	0.00	9.22	0.00	\$ 3,985.44
74	42002-24-90070	DAPBP LLC	450 W DAYTON AIRPORT RD	PO BOX 627 RAINIER WA 985760627	INDUSTRIAL	2	2.52	0.00	5.04	0.00	\$ 2,178.59
71	42002-24-90030	DAPBP LLC	450 W DAYTON AIRPORT RD	PO BOX 627 RAINIER WA 985760627	INDUSTRIAL	2	2.29	0.00	4.58	0.00	\$ 1,979.75
70	42002-24-90020	DAPBP LLC	450 W DAYTON AIRPORT RD	PO BOX 627 RAINIER WA 985760627	INDUSTRIAL	2	2.18	0.00	4.36	0.00	\$ 1,884.65
75	42012-51-00018	DAVISON ANTHONY N & KYSSAK	301 E WOODLAND DR	PO BOX 1597 SHELTON WA 985840987	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
76	42002-23-00000	DAY EDWARD A	780 W DAYTON AIRPORT RD	320 E PENZANCE RD SHELTON WA 98584-8579	MIXED USE	1.5	1.17	104.04	1.76	156.06	\$ 6,348.69
77	42012-51-00032	DEAN DAVID J & LORI J	110 E WOODLAND DR	110 E WOODLAND DR SHELTON WA 985847801	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
78	42001-51-00046	DENNY MARJORIE L	61 E NORTH HAVEN CT	PO BOX 2106 SHELTON WA 985845039	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
79	42012-50-00013	DEUTSCH BANK NAT. TRUST	61 E BLEVINS RD S	3815 S W TEMPLE SALT LAKE UT 84115	MIXED USE	1.5	1.00	0.00	1.50	0.00	\$ 648.39
80	42012-52-00002	DEWALLMALEYT NORMAN & LOIS	10 E PARK RD	10 E PARK RD SHELTON WA 985849125	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
81	42012-55-00027	DICKEY JAMIE L & LISA E	51 E SPRINGWOOD DR	51 E SPRINGWOOD DR SHELTON WA 985848953	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
82	42001-50-00018	DIETZEL DONNA JO	231 E NORTHLAKE DR	PO BOX 1104 SHELTON WA 985840935	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
83	42012-55-00017	DISHON GRANT C & CARLA M	210 E SPRINGWOOD DR	210 E SPRINGWOOD DR SHELTON WA 985848013	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
84	42012-21-90180	DODGE ORMOND J & LORI R	71 E BOARDWALK	PO BOX 1418 SHELTON WA 98584	NEIGHBORHOOD RES	1	0.59	0.00	0.59	0.00	\$ 255.03
85	42002-23-00020	DOHERTY ROXE ANNE & THOMAS	792 W DAYTON-AIRPORT RD	1206 N 8TH ST SHELTON WA 985843329	MIXED USE	1.5	0.50	0.00	0.75	0.00	\$ 324.20
86	42012-21-90170	DOUGLAS LILLIAN G	121 E BOARDWALK	PO BOX 2092 SHELTON WA 985842092	NEIGHBORHOOD RES	1	0.59	0.00	0.59	0.00	\$ 255.03
87	42001-52-00002	DUNNINGTON RYAN J & MEGAN R	90 E HEATHERWOOD CT	90 EAST HEATHERWOOD COURT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
88	42001-51-00032	EKLUND DAVID S & DENISE E		251 E FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
89	42012-52-00025	ELLERTSEN JAMES H & DORIS M	10 E PARK PL	10 E PARK PL SHELTON WA 985849048	NEIGHBORHOOD RES	1	1.00	99.96	1.00	99.96	\$ 4,012.83

EXHIBIT B

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90	42012-55-00013	ELLIS RONALD H		31 E SPRINGWOOD LN SHELTON WA 985848903	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
91	42001-52-00011	EVANS JOYCE K		91 E WYSTERIA CT SHELTON WA 985849734	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
92	42012-21-90001	EVERGREEN SPRINGS, LLC	1350 E SPRINGS RD	1350 E SHELTON-SPRINGS RD SHELTON WA 98584	MIXED USE	1.5	2.23	349.27	3.35	523.91	\$ 20,212.19
93	42012-21-90102	EXTREME HOLDINGS LLC	1383 E SPRINGS RD	1383 E SHELTON SPRINGS RD SHELTON WA 985848759	MIXED USE	1.5	1.41	225.67	2.12	338.51	\$ 13,039.48
94	42012-52-00022	FARRINGTON GEOFFREY A & JESSIE L	61 E ISLAND LAKE RD	PO BOX 1247 SHELTON WA 985840949	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
95	42012-54-00015	FARRINGTON GEOFFREY A & JESSIE L		PO BOX 1247 SHELTON WA 985840949	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
96	42012-54-00024	FAULKNER ALFRED V & GERTRUDE		24 E CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
97	42012-52-00006	FAULKNER CHARLOTTE		90 E PARK PL SHELTON WA 985849125	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
98	42012-52-00028	FAULKNER CHARLOTTE		90 E PARK PL SHELTON WA 985849125	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
99	42002-75-90103	FEDERAL HOME LONE	91 W PINE ACRES WAY	7301 BAY MEADOWS HWY. JACKSONVILLE FL 32256	MIXED USE	1.5	1.28	0.00	1.92	0.00	\$ 829.94
100	42012-12-90050	FIRST CHURCH OF GOD OF SHELTON		1113 E SHELTON SPRINGS RD SHELTON WA 985849128	MIXED USE	1.5	0.45	124.47	0.68	186.71	\$ 6,979.55
101	42012-51-00002	FITZGERALD ETUX GERALD		GENEVA FITZGERALD TRS LV TR 51 E WOODLAND DR SHELTON WA 985849131	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
102	42012-55-00026	FLETCHER JAMES A & SUSAN K		71 EAST SPRINGWOOD DR SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
103	42001-51-00051	FLORES ET UX JUAN C	40 E NORTH HAVEN CT	BEATRIZ URIOSTEGUA(AKA B FLORES) 40 E HAVEN CT N SHELTON WA 985848500	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
104	42012-22-00110	FLYNN JIM J	1500 E SPRINGS RD	1500 E SHELTON SPRINGS RD SHELTON WA 985848761	NEIGHBORHOOD RES	1	0.94	76.61	0.94	76.61	\$ 3,150.49
105	42012-51-00015	FRANCO-GUTIERE ZANTONIO	251 E WOODLAND DR	251 E WOODLAND DRIVE SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
106	42012-22-00180	FRANZEN GARY N & GWENDALEE		1470 E SHELTON SPRINGS RD SHELTON WA 98584	NEIGHBORHOOD RES	1	2.33	80.18	2.33	80.18	\$ 3,879.21
107	42001-51-00003	FRAZER KEITH P & GRACE A	31 E ROCKWOOD DR	31 E ROCKWOOD DR SHELTON WA 98584-9735	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
108	42001-51-00056	FRYE JAMES & JUANITA		221 E WESTWOOD DR SHELTON WA 985847408	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
109	42001-51-00058	GAGNON DANNY J & ROBIN L		190 E WESTWOOD DR SHELTON WA 985847408	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
110	42001-52-00007	GALLOWAY JOSH M & RACHEAL D	70 E WYSTERIA CT	70 E WYSTERIA COURT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
111	42012-51-00012	GARCIA TAMARA C	211 E WOODLAND DRIVE	7409 BYRON ST NE OLYMPIA WA 98506-9724	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
112	42001-51-00062	GAUBATZ DAVID H & SUSAN E	100 E WESTWOOD DR	100 E WESTWOOD DR SHELTON WA 985847408	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
114	42002-75-90013	GEIBEL JEFFREY F & SALLY A	54 W PINE ACRES WAY	230 E CHAPMAN RD SHELTON WA 985848464	MIXED USE	1.5	1.51	168.05	2.27	252.08	\$ 10,008.40
113	42002-75-90012	GEIBEL JEFFREY F & SALLY A		230 E CHAPMAN RD SHELTON WA 985848464	MIXED USE	1.5	1.26	160.04	1.89	240.06	\$ 9,415.92
115	42001-51-00016	GEIST JACOB	51 E HEATHERWOOD CT	51 E HEATHERWOOD CT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
116	42012-52-00018	GESCHE KENNETH F & JANICE		PO BOX 2377 SHELTON WA 985845061	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
117	42001-50-00023	GIVENS ANITA	260 E NORTHLAKE DR	260 E NORTH LAKE DR SHELTON WA 985847805	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26

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118	42012-54-00001	GLODOWSKI EUGENE T & CAROL M	1 E CHERRY PARK	1250 19 9/10 ST CAMERON WI 548229679	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
119	42001-43-90131	GOLDSBY ERWIN W & GINA M	274 E ISLAND LAKE RD	274 E ISLAND LAKE RD SHELTON WA 985849123	NEIGHBORHOOD RES	1	0.53	0.00	0.53	0.00	\$ 229.10
120	42001-34-90020	GOLDSBY, JASON R & AMY D	253 E BOARDWALK RD	253 E BOARDWALK ROAD SHELTON WA 985849121	NEIGHBORHOOD RES	1	0.50	0.00	0.50	0.00	\$ 216.13
121	42012-55-00001	GRAHAM STANLEY & SUSAN E		20 E SPRINGWOOD CT SHELTON WA 985848902	NEIGHBORHOOD RES	1	1.00	69.38	1.00	69.38	\$ 2,917.45
122	42001-50-00005	GREGG COURTNEY P	71 E NORTHLAKE DR	71 E NORTH LAKE DR SHELTON WA 985849132	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
123	42012-54-00003	GUNNING CARL D & HELEN M		3 CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
124	42001-43-90060	HAGMANN, TODD L	100 LAKEWOOD CT E	100 E LAKEWOOD CT SHELTON WA 985849176	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
125	42001-51-00013	HALL TYLER W	20 E WYSTERIA CT	8303 230TH AVE CT E BUCKLEY WA 98321	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
126	42001-43-90010	HARKNESS, DUNCAN HADDEN	81 E LAKEWOOD CT	81 E LAKEWOOD CT SHELTON WA 985849175	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
127	42012-54-00005	HART GERALD E & JOANE E		PO BOX 129 SHELTON WA 985840129	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
128	42001-51-00053	HECKERT WARREN G & JENNIFER D	141 E WESTWOOD DR	141 E WESTWOOD DR SHELTON WA 985847408	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
129	42012-21-90210	HEPBURN ET VIR CAROL D FULCHER		HARVEY W 970 SE COOK PLANT FARM RD SHELTON WA 985848694	MIXED USE	1.5	2.00	291.45	3.00	437.18	\$ 16,956.39
132	42012-22-00000	HIDDEN HAVEN ASSOCIATES		ROBERT L KRUEGER 8326 127TH AVE SE NEWCASTLE WA 980569148	NEIGHBORHOOD RES	1	0.83	363.91	0.83	363.91	\$ 13,394.03
131	42001-33-00060	HIDDEN HAVEN ASSOCIATES	1700 E SPRINGS RD	ROBERT L KRUEGER 8326 127TH AVE SE NEWCASTLE WA 980569148	NEIGHBORHOOD RES	1	8.92	123.93	8.92	123.93	\$ 8,294.93
130	42001-33-00030	HIDDEN HAVEN ASSOCIATES		ROBERT L KRUEGER 8326 127TH AVE SE NEWCASTLE WA 980569148	NEIGHBORHOOD RES	1	0.27	0.00	0.27	0.00	\$ 116.71
133	42001-51-00007	HOBSON CHRISTOPHER & SHARON		31 E WYSTERIA CT SHELTON WA 985849734	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
134	42001-51-00059	HOFF MICHAEL P & HANNAH M	170 E WESTWOOD DR	170 E WESTWOOD DRIVE SHELTON WA 985847408	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
135	42001-51-00061	HOFF ROGER L & LINDA M	120 E WESTWOOD DRIVE	120 E WESTWOOD DR SHELTON WA 985847408	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
137	42012-22-00091	HONG ROSEN S & UN K	11890 N US HWY 101	C/O AIRPORT GROCERY 11900 N US HIGHWAY 101 SHELTON WA 985849709	MIXED USE	1.5	0.40	253.57	0.60	380.36	\$ 13,883.67
136	42012-22-00090	HONG ROSEN S & UN K	11900 NO U.S.HWY #101	C/O AIRPORT GROCERY 11900 N US HIGHWAY 101 SHELTON WA 985849709	MIXED USE	1.5	0.35	193.32	0.53	289.98	\$ 10,614.02
138	42001-51-00040	HORA DANIEL S & LINDA L		170 E FAIRFIELD COURT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
139	42001-50-00008	HOWLAND MICHELE L	83 E NORTHLAKE DR	83 E NORTH LAKE DR SHELTON WA 985849132	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
140	42012-51-00029	HOXIE-BROWN BARBARA J	50 E WOODLAND DR	50 E WOODLAND DR SHELTON WA 985849131	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
141	42001-50-00026	HUA KEN	220 E NORTHLAKE DR	2001 LAKEWOOD DR SE OLYMPIA WA 98501-4207	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
142	42001-51-00063	HURST DONALD F & ELAINE H		70 E WESTWOOD DR SHELTON WA 985849736	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
143	42001-50-00006	IBARRA JOSE LUIS	73 E NORTHLAKE DR	1116 TURNER AVE SHELTON WA 985843962	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
144	42001-51-00004	JACKSON JAMISON H & STEPHANIE	20 E WYSTERIA CIRCLE	20 E WYSTERIA CIR SHELTON WA 98584-8501	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
145	42001-50-00025	JACOT NAOMI E	230 E NORTHLAKE DR	230 E NORTH LAKE DR SHELTON WA 985847805	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
146	42012-55-00003	JAQUES TRSTS NORMAN A & EDITH	40 E SPRINGWOOD CT	E 40 SPRINGWOOD SHELTON WA 985848953	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26

EXHIBIT B

Washington State Patrol - Dayton Airport Road Water Extension Project

Ref #	TAX PARCEL NUMBER	OWNER	Physical Address	MAILING ADDRESS	Zoning	Use Factor	Acres	Frontage per Survey	Adjusted Acres	Adjusted FF	Current Late Comers Fee
147	42001-52-00012	JENNEY MONETTE & GREGORY R	71 E WYSTERIA CT	71 E WYSTERIA CT SHELTON WA 985849734	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
148	42001-50-00001	JENNINGS DEBRA A & EDWARD J	10 E SOUTHLAKE DR	10 E SOUTH LAKE DR SHELTON WA 985849130	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
149	42001-50-00042	JENNINGS DEBRA A & EDWARD J	30 E SOUTHLAKE DR	10 E SOUTH LAKE DR SHELTON WA 985849130	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
150	42012-51-00010	JENSEN ELVIA		181 E WOODLAND DR SHELTON WA 985847801	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
151	42001-52-00009	JEROME O THORN LIFE ESTATE	100 E WYSTERIA CT	100 E WYSTERIA CT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
152	42012-55-00011	JOHANSSON PAUL E & ALICE K		PO BOX 1517 SHELTON WA 985840971	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
153	42002-75-00020	JOHN TITUS	520 W DAYTON AIRPORT RD	AERO CONTROLS,INC P O BOX 837 AUBURN WA 980710837	BUSINESS INDUSTRIAL	2	7.52	320.09	15.04	640.18	\$ 29,432.44
154	42002-75-00030	JOHN TITUS		AERO CONTROLS,INC P O BOX 837 AUBURN WA 980710837	INDUSTRIAL	2	5.00	0.00	10.00	0.00	\$ 4,322.60
155	42012-21-00010	JOHNSON ET AL TERESA	1222 E SPRINGS RD	HOWARD STEVENS TIC 1222 E SHELTON SPRINGS RD SHELTON WA 985848728	NEIGHBORHOOD RES	1	1.39	188.54	1.39	188.54	\$ 7,354.34
156	42012-54-00006	JOHNSON ET AL MERIDITH M	6 E CHERRY PARK	MERIDITH CROSSEN PO BOX 265 SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
157	42012-22-00050	JOHNSON TERESA A		1431 E SHELTON SPRINGS RD SHELTON WA 985848760	MIXED USE	1.5	1.35	163.19	2.03	244.79	\$ 9,643.53
158	42001-33-00020	JOHNSTON, ELDON & BETTY		151 E BLEVINS RD N SHELTON WA 985847881	NEIGHBORHOOD RES	1	0.27	0.00	0.27	0.00	\$ 116.71
159	42001-51-00012	JULIAN ET VIR YVONNE L	30 E WYSTERIA CT	ROBERT G ALLEN JR 30 E WYSTERIA CT SHELTON WA 985849734	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
160	42012-52-00026	KAATTARI OSCAR & BARBARA J	30 E PARK PL	30 E PARK PL SHELTON WA 985849048	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
161	42001-50-00039	KALBFLEISCH MARY M	71 E SOUTHLAKE DR	130 GENERAL GREENE RD SHELBURNE VT 054827642	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
162	42001-43-90133	KAZAR DONALD J & JANICE E	272 E ISLAND LAKE RD	272 E ISLAND LAKE RD SHELTON WA 98584	NEIGHBORHOOD RES	1	0.53	0.00	0.53	0.00	\$ 229.10
163	42012-55-00014	KELLEY MATTHEW & JACINDA	160 E SPRINGWOOD DR	160 E SPRINGWOOD DR SHELTON WA 985848012	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
164	42002-75-90063	KELLY LORI J	306 W PINE ACRES WAY	304 W PINE ACRES WAY SHELTON WA 985848050	MIXED USE	1.5	2.88	0.00	4.32	0.00	\$ 1,867.36
165	42012-55-00023	KILLION PAULETTE L & JAMES K	131 E SPRINGWOOD DR	131 E SPRINGWOOD DR SHELTON WA 985848012	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
166	42012-54-00023	KILMER TONY A & JANICE L		23 E CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
167	42012-21-00140	KNOWLTON JERALD D & DOROTHY M		71 E BOARDWALK RD SHELTON WA 985849121	NEIGHBORHOOD RES	1	0.83	0.00	0.83	0.00	\$ 358.78
168	42001-51-00023	KNUDSEN-JOHNSTON ET VIR KARLA	71 E FAIRFIELD CT	WALTER W JOHNSTON 71 E FAIRFIELD CT SHELTON WA 98584-9732	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
169	42001-51-00028	KRAUSE WAYNE F & JUDY		141 E FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
170	42001-43-90031	LAMONT, FRANK T & BETTY L		41 E LAKEWOOD CT SHELTON WA 985849175	NEIGHBORHOOD RES	1	0.96	0.00	0.96	0.00	\$ 414.97
171	42012-52-00030	LANG BERNIE R & DOROTHY A		41 E PARK PL SHELTON WA 985849048	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
172	42001-43-90090	LANPHEAR, RICHARD W & BEVERLY J		161 E LAKEWOOD CT SHELTON WA 985849176	NEIGHBORHOOD RES	1	0.86	0.00	0.86	0.00	\$ 371.74
173	42012-22-00122	LAUZON LINDA R		20 E BLEVINS RD N SHELTON WA 98584	NEIGHBORHOOD RES	1	0.31	71.36	0.31	71.36	\$ 2,690.12
174	42012-22-00150	LAUZON LINDA R		20 E BLEVINS RD N SHELTON WA 98584	NEIGHBORHOOD RES	1	0.34	0.00	0.34	0.00	\$ 146.97
175	42012-50-00014	LEADBETTER RONALD E	71 E BLEVINS RD S	3442 E JOHNS PRAIRIE RD SHELTON WA 985841278	MIXED USE	1.5	1.00	0.00	1.50	0.00	\$ 648.39

EXHIBIT B

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176	42012-55-00015	LEONARD DIANE L		180 E SPRINGWOOD DR SHELTON WA 985848012	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
177	42001-51-00030	LEOPARD CLINTON R	211 E FAIRFIELD CT	211 E FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
178	42012-54-00019	LEWIS PERCY E & JOANN T	19 E CHERRY PARK	19 E CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
179	42001-51-00047	LIDINGTON KARYN S	71 E NORTH HAVEN CT	71 E HAVEN CT N SHELTON WA 985848500	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
180	42001-51-00049	LINDSEY JAMES E & KUI NYU	80 E NORTH HAVEN CT	3416 NE 82ND ST VANCOUVER WA 986651005	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
181	42012-51-00035	LOKI DEVELOPMENT LLC		P O BOX 1071 SHELTON WA 985840932	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
182	42001-52-00005	LOMBARDY GEORGE F & PHYLLIS F		PO BOX 337 SHELTON WA 985840337	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
183	42001-34-00050	LONGMIRE, CHERIE	305 E BOARDWALK	305 E BOARDWALK RD SHELTON WA 985849121	NEIGHBORHOOD RES	1	0.44	0.00	0.44	0.00	\$ 190.19
184	42012-50-00010	LOVE CHRISTIAN A & STACIE M	31 E BLEVINS RD S	31 E BLEVINS RD S SHELTON WA 985849106	MIXED USE	1.5	1.00	126.89	1.50	190.34	\$ 7,466.19
185	42001-51-00057	LYMAN BRAD A	220 E WESTWOOD DR	161 E ISLAND LAKE RD SHELTON WA 985849189	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
186	42012-51-00008	MAGEE ET AL TERESA A	161 E WOODLAND DR	WARREN P OHLSON 161 E WOODLAND DR SHELTON WA 985847801	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
187	42001-51-00017	MAGNUSSEN ROY D & BETTY	61 E HEATHERWOOD CT	61 E HEATHERWOOD CT SHELTON WA 985849733	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
188	42012-51-00037	MARES ET UX RAMIRO R	270 E WOODLAND DR	ANA CLAUDIA PEREZ 270 E WOODLAND DR SHELTON WA 98584-7802	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
189	42012-22-00040	MARTINELL JOSHUA S & RENE M	1450 E SPRINGS RD	1450 E SHELTON SPRINGS RD SHELTON WA 98584-8760	NEIGHBORHOOD RES	1	0.89	209.11	0.89	209.11	\$ 7,875.03
191	42002-10-00020	MASON COUNTY		MASON COUNTY COURTHOUSE 411 N 5TH ST SHELTON WA 985843400	PUBLIC INSTITUTIONAL	2	41.60	1303.44	83.20	2606.88	\$ 129,342.47
190	42002-10-00010	MASON COUNTY		MASON COUNTY COURTHOUSE 411 N 5TH ST SHELTON WA 985843400	PUBLIC INSTITUTIONAL	2	44.80	0.00	89.60	0.00	\$ 38,730.50
192	42012-50-00001	MASON COUNTY		MASON COUNTY COURTHOUSE 411 N 5TH ST SHELTON WA 985843400	MIXED USE	1.5	0.30	0.00	0.45	0.00	\$ 194.52
193	42012-50-00002	MASON COUNTY		MASON COUNTY COURTHOUSE 411 N 5TH ST SHELTON WA 985843400	MIXED USE	1.5	0.26	0.00	0.39	0.00	\$ 168.58
194	42012-12-60010	MASON COUNTY FIRE DIST #11		PO BOX 743 SHELTON WA 985840743	NEIGHBORHOOD RES	1	0.50	0.00	0.50	0.00	\$ 216.13
195	42012-51-00014	MATHERLY MONCIE M & HAZEL ANNE	231 E WOODLAND DRIVE	231 E WOODLAND DR SHELTON WA 985847802	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
196	42001-50-00035	MCCLANAHAN LINDA L	40 E NORTHLAKE DR	40 E NORTH LAKE DR SHELTON WA 985849132	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
197	42012-51-00033	MCCUTCHEON BRADLEY & HEIDI M		130 E WOODLAND DR SHELTON WA 985847801	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
198	42012-51-00017	MCHARGUE LLOYD J & ANN		281 E WOODLAND DR SHELTON WA 985847802	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
199	42001-50-00013	McKASSON JR ET AL WILLIAM C	161 E NORTHLAKE DR	TODD BOYSEN 14190 N US HIGHWAY 101 SHELTON WA 985847435	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
200	42012-21-90003	MCKAY ET AL DWIGHT S		BEN J KRAUSS 2420 17TH AVE NW OLYMPIA WA 985024115	NEIGHBORHOOD RES	1	1.27	0.00	1.27	0.00	\$ 548.97
201	42001-52-00004	MCKINLEY JACQUELINE C	101 E HEATHERWOOD CT	6042 97TH CT SW OLYMPIA WA 98512-9383	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26

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202	42001-34-00040	MICHAEL DEAN SEYMOUR		255 E BOARDWALK RD SHELTON WA 985849121	NEIGHBORHOOD RES	1	0.56	0.00	0.56	0.00	\$ 242.07
203	42012-52-00017	MIKLETHUN RICK J	70 E PARK LN	70 E PARK LANE SHELTON WA 985849124	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
204	42012-55-00019	MILNER SCOTT K & SHARON L	201 E SPRINGWOOD DR	201 E SPRINGWOOD DR SHELTON WA 985848013	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
205	42001-50-00004	MITCHELL MARY & LARRY		61 E NORTH LAKE DR SHELTON WA 985849132	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
206	42012-50-00007	MOORE JOEL A	50 E BLEVINS RD S	611 W BIRCH ST SHELTON WA 985841738	MIXED USE	1.5	1.00	0.00	1.50	0.00	\$ 648.39
207	42012-22-00100	MOULTON DONALD A & SUSAN M	1520 E SPRINGS RD	710 E ISLAND LAKE DR SHELTON WA 985849180	NEIGHBORHOOD RES	1	0.73	115.64	0.73	115.64	\$ 4,457.77
209	42012-53-00004	MOUNTS WILLIAM G		C/O SHARON BICE 3609 W APRICOT DRIVE TUSCON AZ 85741	NEIGHBORHOOD RES	1	1.00	97.15	1.00	97.15	\$ 3,912.17
208	42012-51-00027	MOUNTS WILLIAM G	20 E WOODLAND DR	C/O SHARON BICE 3609 W APRICOT DRIVE TUSCON AZ 85741	NEIGHBORHOOD RES	1	1.00	79.77	1.00	79.77	\$ 3,289.62
210	42012-51-00001	MOUNTS WILLIAM G	11 E WOODLAND	3609 W APRICOT DR TUCSON AZ 857413226	NEIGHBORHOOD RES	1	1.00	41.79	1.00	41.79	\$ 1,929.18
211	42001-51-00001	MYERS NAOMI J	61 E ROCKWOOD DR	P O BOX 31 SHELTON WA 985840031	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
212	42001-50-00021	NEIL O SELJESTAD JR	263 E NORTHLAKE DR	263 E NORTH LAKE DR # 21 SHELTON WA 985847805	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
213	42001-50-00022	NELSON CLAYTON	262 E NORTHLAKE DR	262 E NORTH LAKE DR SHELTON WA 985847805	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
214	42001-51-00064	NELSON RICHARD C & CONNIE JO		50 E WESTWOOD DR SHELTON WA 985849736	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
215	42001-34-00060	NELSON, GARY		270 W PYRAMID CT SHELTON WA 985848080	NEIGHBORHOOD RES	1	5.00	0.00	5.00	0.00	\$ 2,161.30
216	42001-52-00003	NEWMAN MITCHELL M & SARAH BETH	100 E HEATHERWOOD CT	6903 N DOUGLAS DT SPOKANE WA 99208	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
217	42002-23-00010	NICHOLS ROBERT L		790 DAYTON AIRPORT RD SHELTON WA 985848945	MIXED USE	1.5	0.50	104.04	0.75	156.06	\$ 5,914.26
218	42012-12-60040	NORTHSIDE BAPTIST CHURCH		PO BOX 1454 SHELTON WA 985840965	NEIGHBORHOOD RES	1	3.94	271.19	3.94	271.19	\$ 11,417.13
219	42012-23-00000	NYE DALE P & ROSE M		1201 SE COLE RD SHELTON WA 985848625	MIXED USE	1.5	5.00	0.00	7.50	0.00	\$ 3,241.95
220	42002-24-00010	NYE INVESTMENTS LLC		C/O ROSE M NYE & WENDY D KRAMER P O BOX 2283 SHELTON WA 98584	BUSINESS INDUSTRIAL	2	10.00	661.15	20.00	1322.30	\$ 56,009.99
221	42012-22-00030	NYE INVESTMENTS LLC		C/O ROSE M NYE & WENDY D KRAMER P O BOX 2283 SHELTON WA 98584	MIXED USE	1.5	3.43	0.00	5.15	0.00	\$ 2,223.98
222	42012-22-00031	NYE INVESTMENTS LLC		C/O ROSE M NYE & WENDY D KRAMER P O BOX 2283 SHELTON WA 98584	MIXED USE	1.5	2.50	0.00	3.75	0.00	\$ 1,620.98
223	42012-51-00031	OAKES BONNIE MAY		90 E WOODLAND DR SHELTON WA 985849131	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
224	42012-51-00028	OBLIZALO MICHAEL & KELLE RAI	30 E WOODLAND DR	PO BOX 451 UNION WA 985920451	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
225	42001-43-90120	O'DELL PAULINE E		160 E LAKEWOOD COURT SHELTON WA 985849176	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
226	42012-52-00020	OGNO JEFFREY L & JENNIFER	21 E PARK LANE	21 E PARK LN SHELTON WA 985849124	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
227	42001-50-00009	OIEN ET AL JEFF & TERESA	91 E NORTHLAKE DR	CODY & ANGELA HIX 2193 W FORD LOOP RD ELMA WA 985419718	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
228	42001-33-00010	OIEN, GWENDOLYN L	171 E BLEVINS RD N	171 E BLEVINS RD N SHELTON WA 985847881	NEIGHBORHOOD RES	1	2.80	0.00	2.80	0.00	\$ 1,210.33
229	42012-54-00014	OLSEN STANLEY H & VICKI L		14 E CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
230	42002-24-90080	OLYMPUS FIREWORKS LLC	454 W DAYTON AIRPORT RD	946 W 286TH S SYRACUSE UT 84075	INDUSTRIAL	2	1.26	0.00	2.52	0.00	\$ 1,089.30

EXHIBIT B

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231	42001-51-00006	ONISKO RAYMOND J & CATHERINE	11 WYSTERIA CT	11 WYSTERIA CT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
233	42012-22-00140	OREO CORP		127 PUBLIC SQUARE CLEVELAND OH 44114-1306	MIXED USE	1.5	0.81	218.78	1.22	328.17	\$ 12,280.25
234	42012-50-00003	OREO CORP		127 PUBLIC SQUARE CLEVELAND OH 44114-1306	MIXED USE	1.5	0.23	0.00	0.35	0.00	\$ 149.13
235	42012-50-00004	OREO CORP	11862 N U.S. HIGHWAY 101	127 PUBLIC SQUARE CLEVELAND OH 44114-1306	MIXED USE	1.5	0.20	0.00	0.30	0.00	\$ 129.68
232	42012-22-00130	OREO CORP		127 PUBLIC SQUARE CLEVELAND OH 44114-1306	NEIGHBORHOOD RES	1	0.28	0.00	0.28	0.00	\$ 121.03
236	42012-21-90124	O'SHELL DELMONT D & EPIFANIA	1190 E SPRINGS RD	1190 E SHELTON SPRINGS RD SHELTON WA 985849128	NEIGHBORHOOD RES	1	0.34	99.08	0.34	99.08	\$ 3,696.01
237	42012-51-00006	OWENS JANET		131 E WOODLAND DR SHELTON WA 985847801	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
238	42012-12-90030	PARKER WILLIAM D & DENISE F	110 E ISLAND LK RD	PO BOX 403 ALLYN WA 985240403	NEIGHBORHOOD RES	1	0.40	0.00	0.40	0.00	\$ 172.90
239	42012-54-00020	PARSONS DANIEL & CINDY	20 E CHERRY PARK	1401 EAST ISLAND LAKE SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
240	42001-51-00036	PATTERSON ET AL SUSAN J	250 E FAIRFIELD CT	LYLE C & JOY D MCKNIGHT / LYNN E MCKNIGHT PO BOX 1554 SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
241	42001-50-00019	PAULSEN COREY S	251 NORTHLAKE DR EAST	251 E NORTH LAKE DR SHELTONQ WA 985847805	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
242	42001-50-00002	PAYNE PHILLIP E	21 E NORTHLAKE DR	14761 N US HWY 101 SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
243	42001-50-00037	PAYNE PHILLIP E	11 E SOUTHLAKE DR	14761 N US HWY 101 SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
244	42001-50-00040	PAYNE PHILLIP E	91 E SOUTHLAKE DR	14761 N US HWY 101 SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
245	42001-51-00014	PECKHAM PATRICIA	51 E WESTWOOD DR	51 E WESTWOOD DR SHELTON WA 985849736	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
246	42012-22-00121	PENNOCK PETER F & DARLENE C		PO BOX 13136 OLYMPIA WA 98508	NEIGHBORHOOD RES	1	0.24	0.00	0.24	0.00	\$ 103.74
247	42001-33-00040	PENNOCK, PETER F & DARLENE C		PO BOX 13136 OLYMPIA WA 98508	NEIGHBORHOOD RES	1	8.25	0.00	8.25	0.00	\$ 3,566.15
248	42012-55-00006	PENTZ VIRGIL J & JANE D		PO BOX 1547 SHELTON WA 985840978	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
249	42002-23-90091	PERIGO BOYET M & KRISTEY L	151 W PINE ACRES WY	151 W PINE ACRES WAY SHELTON WA 985848965	MIXED USE	1.5	4.09	0.00	6.14	0.00	\$ 2,651.92
252	42002-23-90094	PERIGO BOYET M & KRISTEY L		151 W PINE ACRES WAY SHELTON WA 985848965	MIXED USE	1.5	0.49	0.00	0.74	0.00	\$ 317.71
253	42002-23-90095	PERIGO BOYET M & KRISTEY L		151 W PINE ACRES WAY SHELTON WA 985848965	MIXED USE	1.5	0.49	0.00	0.74	0.00	\$ 317.71
250	42002-23-90092	PERIGO BOYET M & KRISTEY L		151 W PINE ACRES WAY SHELTON WA 985848965	MIXED USE	1.5	0.40	0.00	0.60	0.00	\$ 259.36
251	42002-23-90093	PERIGO BOYET M & KRISTEY L		151 W PINE ACRES WAY SHELTON WA 985848965	MIXED USE	1.5	0.40	0.00	0.60	0.00	\$ 259.36
254	42002-23-90096	PERIGO BOYET M & KRISTEY L		151 W PINE ACRES WAY SHELTON WA 985848965	MIXED USE	1.5	0.40	0.00	0.60	0.00	\$ 259.36
255	42001-51-00035	PERROTT ET UX CHRISTOPHER R	270 FAIRFIELD CT	LIUDMILA RYBALCHENKO 270 E FAIRFIELD CT SHELTON WA 985847686	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
256	42012-52-00014	PETERS JEFFREY J & PAULA J	20 E PARK LANE	20 E PARK LN SHELTON WA 985849124	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26

EXHIBIT B

Washington State Patrol - Dayton Airport Road Water Extension Project

Ref #	TAX PARCEL NUMBER	OWNER	Physical Address	MAILING ADDRESS	Zoning	Use Factor	Acres	Frontage per Survey	Adjusted Acres	Adjusted FF	Current Late Comers Fee
257	42012-13-00010	PHANTOM ENTERPRISES		A & L TUSON;P & T PAYNE/R & R TUSON/M & S TUSON 101 RUDYS KNOB LANE ARCATA CA 955219007	MIXED USE	1.5	3.92	589.58	5.88	884.37	\$ 34,219.82
258	42012-21-90042	PHILLIPS RICHARD K & CATHERINE		1191 E SHELTON SPRINGS RD SHELTON WA 985849128	MIXED USE	1.5	0.60	103.76	0.90	155.64	\$ 5,964.06
259	42012-21-90160	PHILPOTT WILLIAM J & MYSTIQUE	161 E BOARDWALK SHELTN	161 E BOARDWALK SHELTON WA 98584	NEIGHBORHOOD RES	1	0.59	0.00	0.59	0.00	\$ 255.03
260	42001-50-00014	PIERCE EDWIN P	171 E NORTHLAKE DR	171 E NORTH LAKE DR SHELTON WA 985847804	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
261	42012-23-00010	PORT OF SHELTON		21 W SANDERSON WAY SHELTON WA 985841279	MIXED USE	1.5	0.20	0.00	0.30	0.00	\$ 129.68
262	42002-75-00040	PROUTY LLOYD E & CAROL L	190 W PINE ACRES WAY	2255 E JOHNS PRAIRIE RD SHELTON WA 985848203	INDUSTRIAL	2	5.15	0.00	10.30	0.00	\$ 4,452.28
263	42012-12-90020	PUBLIC UTILITY DISTRICT NO 1		21971 N US HIGHWAY 101 SHELTON WA 985847446	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
264	42012-53-00001	PUTVIN RAYMOND D & DORAJEAN		321 E WOODLAND DR SHELTON WA 985847803	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
265	42012-52-00005	QUIRING BRUCE A & JEWEL		70 E PARK RD SHELTON WA 985849125	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
266	42001-43-90050	R.A.M PROPERTY INVESTMENTS LLC	181 E LAKEWOOD CT	190 W SENTRY DR SHELTON WA 985848045	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
267	42001-43-90130	RADA WADE R & MICHELLE R	340 E ISLAND LK RD	340 E ISLAND LAKE RD SHELTON WA 985849123	NEIGHBORHOOD RES	1	0.37	0.00	0.37	0.00	\$ 159.94
268	42001-34-00000	RAELAKE HOMEOWNERS ASSN		30 E SOUTH LAKE DR SHELTON WA 985849130	NEIGHBORHOOD RES	1	1.60	0.00	1.60	0.00	\$ 691.62
270	42001-50-00901	RAELAKE HOMEOWNERS ASSN		30 E SOUTH LAKE DR SHELTON WA 985849130	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
269	42001-50-00045	RAELAKE HOMEOWNERS ASSN		30 E SOUTH LAKE DR SHELTON WA 985849130	NEIGHBORHOOD RES	1	0.52	0.00	0.52	0.00	\$ 224.78
271	42012-54-00018	RASLER SHAWN P & ELIZABETH D	18 E CHERRY LN	E 18 CHERRY LANE SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
272	42012-55-00002	REIMAN ET VIR LINDA M	30 E SPRINGWOOD CT	HAL J STUDER 30 EAST SPRINGWOOD CT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
273	42012-22-00070	REYNOLDS O B & VIOLET TRSTE	1665 E SPRINGS RD,	THE REYNOLDS FAMILY TRUST PO BOX 3721 WEST SEDONA AZ 863403721	MIXED USE	1.5	0.72	43.05	1.08	64.58	\$ 2,779.92
274	42012-54-00016	RIVAS ET UX JOSE F	16 E CHERRY LN	ELVIRA RAMIREZ PO BOX 114 SHELTON WA 985840114	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
275	42001-52-00001	RUTHERFORD CHARLES & LAHOMA		70 E HEATHERWOOD CT SHELTON WA 985849733	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
276	42001-51-00045	RYAN ANNE M	41 E NORTH HAVEN CT	41 E NORTH HAVEN CT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
277	42001-50-00027	SAGE GUY E & DAWNA L	200 E NORTHLAKE DR	491 E DEER CREEK RD SHELTON WA 985847533	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
278	42001-51-00048	SALZER THOMAS A & JANIS L	81 E NORTH HAVEN CT	81 E NORTH HAVEN COURT SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
281	42012-22-90083	SAM 101 REALTY INC	1511 E SPRINGS RD	561 SE ARCADIA SHORES RD SHELTON WA 985849341	MIXED USE	1.5	1.05	200.00	1.58	300.00	\$ 11,426.81
280	42012-22-90082	SAM 101 REALTY INC	11750 N HIGHWAY 101	561 SE ARCADIA SHORES RD SHELTON WA 985849341	MIXED USE	1.5	1.50	0.00	2.25	0.00	\$ 972.59
279	42012-22-90081	SAM 101 REALTY INC	11750 N US HIGHWAY 101	561 SE ARCADIA SHORES RD SHELTON WA 985849341	MIXED USE	1.5	1.05	0.00	1.58	0.00	\$ 680.81

EXHIBIT B

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282	42012-52-00008	SCHMIDT TANA M & KENNETH A	101 E PARK RD	101 E PARK RD SHELTON WA 985849125	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
283	42012-55-00018	SCOTT DAVID H & JULIE A		211 E SPRINGWOOD DR SHELTON WA 985888013	NEIGHBORHOOD RES	1	0.78	0.00	0.78	0.00	\$ 337.16
284	42001-51-00055	SEARLES DONALD E & ROBERTA F	191 E WESTWOOD DR	191 E WESTWOOD DR SHELTON WA 985847408	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
285	42001-50-00012	SEMANKO GERTRUDE D & KENNETH L	141 E NORTHLAKE DR	1180 E SHELTON SPRINGS RD SHELTON WA 985849128	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
286	42012-21-00020	SEMANKO KENNETH L & GERTRUDE D	1180 E SPRINGS RD	1180 E SHELTON SPRINGS RD SHELTON WA 985849128	NEIGHBORHOOD RES	1	0.75	189.67	0.75	189.67	\$ 7,118.17
287	42001-34-90000	SEYMOUR, ROBERT R & CAROLE		P O BOX 2406 SHELTON WA 985845063	NEIGHBORHOOD RES	1	0.50	0.00	0.50	0.00	\$ 216.13
288	42001-34-00020	SEYMOUR, CAROL L	221 E BOARDWALK	221 BOARDWALK DR SHELTON WA 985849121	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
289	42012-55-00012	SHARPE WILLIAM H & SHELIA A	51 E SPRINGWOOD LANE	51 E SPRINGWOOD LANE SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
290	42012-55-00022	SHEFLER PAUL M & SUSAN D		141 E SPRINGWOOD DR SHELTON WA 985848012	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
291	42002-75-90100	SHELTON CHURCH OF CHRIST		740 W DAYTON AIRPORT RD SHELTON WA 985848945	MIXED USE	1.5	1.25	137.04	1.88	205.56	\$ 8,173.65
292	42002-75-90101	SHELTON CHURCH OF CHRIST		740 W DAYTON AIRPORT RD SHELTON WA 985848945	MIXED USE	1.5	1.25	137.04	1.88	205.56	\$ 8,173.65
293	42012-21-90110	SHELTON CHURCH OF NAZARENE		1331 E SHELTON SPRINGS RD SHELTON WA 985848759	MIXED USE	1.5	1.14	286.72	1.71	430.08	\$ 16,144.63
295	42012-21-90200	SHELTON CHURCH OF NAZARENE		1331 E SHELTON SPRINGS RD SHELTON WA 985848759	MIXED USE	1.5	1.95	120.77	2.93	181.16	\$ 7,753.33
294	42012-21-90190	SHELTON CHURCH OF NAZARENE		1331 E SHELTON SPRINGS RD SHELTON WA 985848759	MIXED USE	1.5	0.39	129.39	0.59	194.09	\$ 7,205.00
298	42012-21-90002	SHELTON PRESBYTERIAN CHURCH	1430 E SPRINGS RD	1430 E SHELTON SPRINGS RD SHELTON WA 98584-8760	NEIGHBORHOOD RES	1	5.00	184.16	5.00	184.16	\$ 8,757.91
296	42001-75-00010	SHELTON PRESBYTERIAN CHURCH		1430 E SHELTON SPRINGS RD SHELTON WA 98584-8760	NEIGHBORHOOD RES	1	5.00	0.00	5.00	0.00	\$ 2,161.30
297	42001-75-00020	SHELTON PRESBYTERIAN CHURCH		1430 E SHELTON SPRINGS RD SHELTON WA 98584-8760	NEIGHBORHOOD RES	1	0.53	0.00	0.53	0.00	\$ 229.10
299	42001-51-00054	SIEGEL GARY V & JUDY J		171 E WESTWOOD DR SHELTON WA 985847408	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
300	42001-50-00032	SILVA LETECIA G	130 E NORTH LAKE DR	130 E NORTH LAKE DR SHELTON WA 985847804	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
301	42012-55-00008	SILVA-GUTIERREZ HIRAM J ET UX	70 E SPRINGWOOD LN	NAYELIT BRAMBILA-ESPARZA 70 E SPRINGWOOD LN SHELTON WA 98584-8903	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
302	42012-54-00021	SLOCUM JOHN A	21 E CHERRY PARK	21 E CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
303	42001-51-00018	SLYE RAY & TINA M	60 E HEATHERWOOD CT	60 E HEATHERWOOD CT SHELTON WA 985849733	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
304	42012-51-00013	SMITH BOBBIE J	221 E WOODLAND DR	PO BOX 1904 SHELTON WA 985845020	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
305	42001-51-00060	SMITH DALE C	140 E WESTWOOD DR	151 E WOODLAND DR SHELTON WA 985847801	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26

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306	42012-51-00007	SMITH DIXIE L		151 E WOODLAND DR SHELTON WA 985847801	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
307	42012-21-90040	SMITH GARY S & VIKI L	1151 E SPRINGS RD	1151 E SHELTON SPRINGS RD SHELTON WA 985849128	MIXED USE	1.5	0.47	110.10	0.71	165.15	\$ 6,220.42
308	42001-51-00027	SMITH PHYLLIS M	131 E FAIRFIELD COURT	131 E FAIRFIELD COURT SHELTON WA 985847407	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
309	42001-51-00011	SMITH SAMUEL H	50 E WYSTERIA COURT	PO BOX 1253 SHELTON WA 985840950	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
310	42012-22-00120	SMITH TAD W	1540 E SPRINGS RD	1540 E SHELTON SPRINGS RD SHELTON WA 985848761	NEIGHBORHOOD RES	1	0.87	124.53	0.87	124.53	\$ 4,836.73
311	42012-50-00005	SOMERO KALIN M	20 E BLEVINS RD S	93 MEADOW LANE RAYMOND WA 985779248	MIXED USE	1.5	1.00	126.79	1.50	190.19	\$ 7,460.82
312	42012-55-00028	SOPER ET AL CARL	31 E SPRINGWOOD DR	DEBORAH SLANKARD 31 E SPRINGWOOD DR SHELTON WA 985848953	NEIGHBORHOOD RES	1	1.00	9.28	1.00	9.28	\$ 764.67
313	42012-52-00029	SPEIGLE DAN C & KAY L		61 E PARK PL SHELTON WA 985849048	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
314	42012-52-00007	SPIKES MARGARET A		100 E PARK RD SHELTON WA 985849125	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
315	42012-52-00004	STARK JOHN H & JUDITH A		2526 E PERSHING CT SHELTON WA 985841221	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
316	42011-22-00010	STATE OF WASHINGTON	631 W DAYTON AIRPORT RD		PUBLIC INSTITUTIONAL	2	163.91	0.00	327.82	0.00	\$ 141,703.47
317	42010-10-00000	STATE OF WASHINGTON	631 W DAYTON AIRPORT RD		PUBLIC INSTITUTIONAL	2	100.95	0.00	201.90	0.00	\$ 87,273.29
318	42002-32-60010	STATE OF WASHINGTON	631 W DAYTON AIRPORT RD		PUBLIC INSTITUTIONAL	2	27.50	799.85	55.00	1599.70	\$ 81,075.55
319	42003-41-60020	STATE OF WASHINGTON	631 W DAYTON AIRPORT RD		PUBLIC INSTITUTIONAL	2	70.30	890.48	140.60	1780.96	\$ 124,569.74
320	42003-41-60010	STATE OF WASHINGTON	631 W DAYTON AIRPORT RD		PUBLIC INSTITUTIONAL	2	0.20	288.27	0.40	576.54	\$ 20,824.57
321	42002-75-00050	STEFAN ET AL DIANNE M	230 W PINES ACRES WAY	CHARLES WILKOWSKI JR 230 W PINE ACRES WAY SHELTON WA 985848044	MIXED USE	1.5	5.14	0.00	7.71	0.00	\$ 3,332.72
322	42001-51-00021	STEVENS NATHAN & SYRENA	21 E FAIRFIELD CT	21 E FAIRFIELD COURT SHELTON WA 985849732	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
325	42012-54-00013	STRADER JOHN O & NORMA L	13 E CHERRY LANE	14722 OLD HWY 99 SE #A OLYMPIA WA 98589	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
324	42001-51-00026	STROZYK ERIK J & JUDY A	111 E FAIRFIELD CT	142 E STRONG RD SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
323	42001-50-00034	STRUNKS ET AL JOHN J	60 E NORTHLAKE DR	JUDY J RIKER 1719 4TH AVE E OLYMPIA WA 985064533	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
326	42012-55-00016	SULLIVAN LARRY T & JOAN D	200 E SPRINGWOOD DR	200 E SPRINGWOOD DR SHELTON WA 985848013	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
327	42012-55-00024	SWISHER SCOTT E & CHRISTINE L		111 E SPRINGWOOD DR SHELTON WA 985848012	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
328	42012-55-00029	TALL TIMBER WATER SYSTEM LLC		STEVE HARRINGTON PO BOX 542 EAST OLYMPIA WA 985400542	NEIGHBORHOOD RES	1	1.00	130.55	1.00	130.55	\$ 5,108.56
329	42012-52-00031	TALL TIMBER WATER SYSTEM LLC		STEVE HARRINGTON PO BOX 542 EAST OLYMPIA WA 985400542	NEIGHBORHOOD RES	1	1.00	57.67	1.00	57.67	\$ 2,498.00
330	42012-51-00004	TALL TIMBER WATER SYSTEM LLC		STEVE HARRINGTON PO BOX 542 EAST OLYMPIA WA 985400542	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26

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331	42001-51-00024	TANDY ALANE R	91 E FAIRFIELD CT	91 E FAIRFIELD CT SHELTON WA 985849732	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
332	42001-50-00031	TEAGUE DENNIS L & DIANE M	150 E NORTHLAKE DR	PO BOX 44 SHELTON WA 985840044	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
333	42002-24-90060	TECHWOOD LLC	450 W DAYTON AIRPORT RD	121 W ENTERPRISE RD SHELTON WA 985842870	INDUSTRIAL	2	2.64	0.00	5.28	0.00	\$ 2,282.33
334	42012-55-00005	THACHER DARREN R & BARBARA L	21 E SPRINGWOOD CT	21 E SPRINGWOOD CT SHELTON WA 985848902	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
335	42012-21-90103	THAXTON RICHARD A & KELLIE A	1381 E SPRINGS RD	1381 E SHELTON SPRINGS RD SHELTON WA 985848759	MIXED USE	1.5	1.55	0.00	2.33	0.00	\$ 1,005.00
336	42012-52-00013	THOMPSON JEFF & THERESA	161 E ISLAND LAKE RD	PO BOX 2477 SHELTON WA 98584-5074	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
337	42012-21-90121	THORNOCK KENNETH & HARMONY A	1196 E SPRINGS RD	CAPITAL VILLAGE LANE E #40B SHELTON WA 98584	NEIGHBORHOOD RES	1	0.27	0.00	0.27	0.00	\$ 116.71
338	42012-54-00004	THREATT MICHAEL C & ANNA M		4 E CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
339	42012-12-90040	TINNERSTET ALAN O & GWENNAVERE	1131 E -SPRINGS RD	1131 E SHELTON SPRINGS RD SHELTON WA 985849128	MIXED USE	1.5	0.66	187.52	0.99	281.28	\$ 10,503.39
340	42012-54-00022	TINNERSTET ALAN O & GWENNAVERE		1131 E SHELTON SPRINGS RD SHELTON WA 985849128	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
341	42001-51-00041	TOOLEY RUTH L	150 E FAIRFIELD CT	150 E FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
342	42012-54-00007	TRAIL ROBERT R & LINDA L		7 E CHERRY PARK SHELTON WA 985849161	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
343	42012-52-00009	TRATNICK CHARLES S		91 E PARK RD SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
344	42001-50-00016	TRATNICK DOUG & KIRSTEN	201 E NORTHLAKE DR	451 E OLD FOSS RD SHELTON WA 98584	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
346	42012-55-00010	TRIPLETT DANIEL H & NANCY M	91 E SPRINGWOOD LN	91 E SPRINGWOOD LN SHELTON WA 985848903	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
345	42012-54-00011	TRONDSEN ROBERT J & MICHELE L	11 E CHERRY CT	11 E CHERRY CT SHELTON WA 985849116	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
347	42001-51-00022	TUSON MARK R	41 E FAIRFIELD CT	1210 E ISLAND LK DRIVE SHELTON WA 985847825	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
348	42001-51-00034	TUSON MARK R		1210 E ISLAND LK DRIVE SHELTON WA 985847825	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
349	42001-50-00010	TWEED BRANDON L	101 E NORTHLAKE DR	101 E NORTHLAKE DR SHELTON WA 985847804	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
350	42001-34-90080	TWEED, RICHARD L & DENISE A		303 E BOARDWALK RD SHELTON WA 985849121	NEIGHBORHOOD RES	1	1.24	0.00	1.24	0.00	\$ 536.00
351	42001-34-00030	TWEED, RICHARD L & DENISE A		303 E BOARDWALK RD SHELTON WA 985849121	NEIGHBORHOOD RES	1	0.25	0.00	0.25	0.00	\$ 108.07
352	42012-55-00021	UNTERSEHER RICHARD W & JOELLEN		161 E SPRINGWOOD DR SHELTON WA 985848012	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
353	42012-51-00009	VELASCO DAVID JR		171 E WOODLAND DR SHELTON WA 985847801	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
354	42012-52-00019	VENABLE JULIE D	51 E PARK LN	51 E PARK LN SHELTON WA 985849124	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
355	42001-51-00042	VERNON JOHN E & CINDY D	140 E FAIRFIELD CT	140 E FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
356	42012-53-00002	VOLK GARY F & GAYLE VOLK		330 E WOODLAND DR SHELTON WA 985847803	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
357	42001-43-90070	WARD, DAN C & PAMELA A	60 E LAKEWOOD CT	60 E LAKEWOOD CT SHELTON WA 985849175	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
358	42001-43-00040	WARD, KEVIN C & TINA M	30 E LAKEWOOD CT	30 E LAKEWOOD CT SHELTON WA 985849175	NEIGHBORHOOD RES	1	0.76	0.00	0.76	0.00	\$ 328.52

EXHIBIT B

Washington State Patrol - Dayton Airport Road Water Extension Project

Ref #	TAX PARCEL NUMBER	OWNER	Physical Address	MAILING ADDRESS	Zoning	Use Factor	Acres	Frontage per Survey	Adjusted Acres	Adjusted FF	Current Late Comers Fee
359	42001-50-00033	WARDNES ALVIE G & FRANCES	100 E NORTHLAKE DR	100 E NORTH LAKE DR SHELTON WA 985847804	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
360	42001-50-00015	WARNES FRANCES MARIE	191 E NORTHLAKE DR	191 E NORTH LAKE DR SHELTON WA 985847804	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
361	42012-52-00016	WATKINS JOHN A & SARA		60 E PARK LN SHELTON WA 985849124	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
362	42012-21-90041	WAY DALE E & BETTY J	1171 E SPRINGS RD	1171 E SHELTON SPRINGS RD SHELTON WA 985849128	MIXED USE	1.5	0.49	120.94	0.74	181.41	\$ 6,815.82
363	42002-75-00070	WEDDLE SHEB D & RHONDA T	241 W PINE ACRES WAY	PO BOX 8058 LACEY WA 985098058	MIXED USE	1.5	5.00	0.00	7.50	0.00	\$ 3,241.95
364	42001-51-00039	WEEKS RICHARD L & BRENDA LEE	190 E FAIRFIELD CT	190 FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
365	42001-50-00030	WELLS FARGO BANK ET AL	160 E NORTH LAKE DR	GEORGE F GINKINS 3476 STATEVIEW BLVD FORT MILL SC 29715	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
366	42012-52-00003	WHITING JAMES R		JIM WHITING TRUCKING 30 E PARK RD SHELTON WA 985849125	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
367	42001-51-00044	WIECHERT ERIC J	70 E FAIRFIELD CT	70 E FAIRFIELD CT SHELTON WA 985849732	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
368	42001-51-00008	WILDONER ROBERT D & SHIRLEY J		51 E WYSTERIA CT SHELTON WA 985849734	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
369	42001-51-00009	WILDONER ROBERT D & SHIRLEY J		51 E WYSTERIA CT SHELTON WA 985849734	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
370	42001-51-00020	WILLARD BRUCE A	20 E HEATHERWOOD CT	20 E HEATHERWOOD CT SHELTON WA 985849733	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
371	42012-52-00001	WISE JUDITH E	251 E ISLAND LAKE RD	80 E BEECHWOOD LN SHELTON WA 98584-6918	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
372	42012-55-00007	WISHON CLARENCE E & MICHELLE	50 E SPRINGWOOD DR	50 E SPRINGWOOD LN SHELTON WA 985848903	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
373	42002-44-00010	WNV LLC	12001 N US HWY 101	PO BOX 606 MEDINA WA 98039	BUSINESS INDUSTRIAL	2	4.93	951.02	9.86	1902.04	\$ 72,393.16
374	42001-51-00043	WOJCIK ROBERT & PATRICIA A	90 E FAIRFIELD CT	90 E FAIRFIELD COURT SHELTON WA 985849732	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
375	42012-50-00008	WOLFER RICHARD H & PATRICIA E		60 E BLEVINS RD S SHELTON WA 985849106	MIXED USE	1.5	1.00	0.00	1.50	0.00	\$ 648.39
376	42012-50-00009	WOLFER RICHARD H & PATRICIA E		60 E BLEVINS RD S SHELTON WA 985849106	MIXED USE	1.5	1.00	0.00	1.50	0.00	\$ 648.39
377	42001-51-00015	WOODALL VICTOR I & MARIAN R		31 E HEATHERWOOD CT SHELTON WA 985849733	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
378	42002-75-90102	WSP MEMORIAL FOUNDATION		PO BOX 7544 OLYMPIA WA 985077544	MIXED USE	1.5	1.53	191.97	2.30	287.96	\$ 11,306.58
379	42002-75-90061	YOUNT LAWRENCE F JR & EUTEVA	300 W PINE ACRES WAY	300 W PINE ACRES WAY SHELTON WA 98584-8050	MIXED USE	1.5	8.32	0.00	12.48	0.00	\$ 5,394.60
380	42001-52-00008	ZEHRUNG LAVERNE A	90 E WYSTERIA CT	90 E WYSTERIA CT SHELTON WA 985849734	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
381	42001-51-00025	ZELLER BILL M & ELIA	101 E FAIRFIELD CT	101 E FAIRFIELD CT SHELTON WA 985847407	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
382	42001-43-90100	ZOOK, PATRICIA A. TRUSTEE		PATRICIA A ZOOK REV LV TR 180 E LAKEWOOD CT SHELTON WA 985849176	NEIGHBORHOOD RES	1	1.00	0.00	1.00	0.00	\$ 432.26
383	42014-20-60000	PORT OF SHELTON		21 W SANDERSON WAY SHELTON WA 985841279	INDUSTRIAL	2	7.08	0.00	14.16	0.00	\$ 6,120.80
384	42011-00-60000	PORT OF SHELTON	83 W AIRVIEW WAY	21 W SANDERSON WAY SHELTON WA 985841279	INDUSTRIAL	2	521.28	0.00	1042.56	0.00	\$ 450,656.99
385	42002-00-62000	PORT OF SHELTON	89 W AIRVIEW WAY	21 W SANDERSON WAY SHELTON WA 985841279	INDUSTRIAL	2	279.76	7503.00	559.52	15006.00	\$ 779,373.04

EXHIBIT B
Washington State Patrol - Dayton Airport Road Water Extension Project

Ref #	TAX PARCEL NUMBER	OWNER	Physical Address	MAILING ADDRESS	Zoning	Use Factor	Acres	Frontage per Survey	Adjusted Acres	Adjusted FF	Current Late Comers Fee					
											Total Late Commers Fees	\$	2,675,317.69			
							Project Cost	\$	2,675,285.86	\$	1,337,642.93	\$	1,337,642.93	Difference from Total Project Costs	\$	31.83
							Unit Cost				3,094.89		37,341.62			
											\$	432.26	\$	35.82		
											-0.05					
					Adjusted Acres =		(Use factor * Acres)									
					Adjusted Frontage per Survey =		(Use Factor * Frontage Per Survey)									
					Sum of Adjusted Acres		Sum of Adjusted Acres									
					Sum of Adjusted Frontage per Survey		Sum of Adjusted Frontage per Survey									
					Unit Cost per Acre =		Half of Project Cost/(Sum of Acres - (- 0.05))									
					Unit Cost per Frontage =		Half of Project Cost/(Sum of Frontage - (-0.05))									
					Current Late Comers Fee =		((Acres)*(Unit Cost per Acres)*(Use Factor))+((Frontage per Survey)*(Unit Cost perFrontage Survey)*(Use Factor))									



**CITY OF SHELTON
COMMISSION BRIEFING REQUEST
(Please Use Bolded Information Insert(s))**

Touch Date: 05/30/17
Brief Date: 06/05/17
Action Date: 06/12/17

Department: Public Works
Presented By: Craig Gregory

APPROVED FOR COMMISSION PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

☒ Dept. Head Public Works
☒ Finance Director Nola Von Neudegg
☐ Attorney _____
☒ City Clerk Vicki Look
☒ City Manager Ryan Wheaton

PROGRAM/PROJECT TITLE:
**Mason County Garbage
Contract**

ATTACHMENTS:

Final Contract Documents

☐ Ordinance
☐ Resolution
☐ Motion
☒ Other Consider options

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION

On February 13th, 2017 the City Commission voted to privatize the City's Solid Waste Utility and directed staff to contract with a local hauler, Mason County Garbage. Over the last several months staff has been negotiating with Mason County Garbage to finalize an agreement. The final contract documents have been reviewed by WCIA and the City Attorney. The main points of this agreement consist of:

- 20yr. Contract
- First 10yrs. 2.5% min. and 4.5% max. increase based on CPI
- Second 10yrs. 100% of CPI (no min. or max.)
- Current rates in place through end of 2017
- \$710,000 Payment for City Solid Waste Equipment
- Prepayment of \$1,000,000 Utility Tax

ANALYSIS/OPTIONS/ALTERNATIVES

N/A

BUDGET/FISCAL INFORMATION

N/A

PUBLIC INFORMATION REQUIREMENTS

N/A

STAFF RECOMMENDATION

City staff recommendation: I move to approve and sign the contract with Mason County Garbage to provide solid waste services to the City of Shelton.

AGREEMENT BETWEEN CITY OF SHELTON AND MASON COUNTY GARBAGE
CO., INC. FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE,
RECYCLABLES AND YARD WASTE IN THE CITY OF SHELTON

1. Date and Parties.

This Agreement is made by and between the City of Shelton, a municipal corporation, hereinafter referred to as the “City” and Mason County Garbage Co., Inc., a Washington corporation, hereinafter referred to as “Contractor.”

2. Purpose.

Pursuant to Chapter 8.08 of the Shelton Municipal Code (“SMC”), the purpose of this Agreement is to provide for the collection and proper disposition of solid waste, recyclables, and yard waste throughout the City. Contractor does hereby agree to provide solid waste, recyclable, and yard waste collection services for the City and its citizens and businesses and arrange for disposal of such solid waste, recyclables, and yard waste upon the terms and conditions set forth herein.

3. Effective Date and Term of Agreement.

(a) This Agreement shall be effective July 1st, 2017. This Agreement shall expire on June 30, 2037. Additionally, the Term may, upon the mutual written consent of the City and Contractor be extended for a mutually agreed upon term, in order to facilitate changes associated with the implementation of new technology not required by this Agreement, or changes in service level or frequency that improve the efficiencies and levels of service provided herein, or any other improvements desired by the City.

(b) Upon mutual agreement, this agreement may be extended beyond the term herein to accommodate changes in technology, regulations or unforeseen circumstances that might occur during the contract period. Any amendment to the provisions of this contract must be mutually agreed upon by the City and the Contractor.

4. Consideration and Equipment Purchase.

(a) Contractor shall prepay to the City utility tax in the amount of One Million and 00/100 Dollars (\$1,000,000.00) on or before the effective date of this Agreement per the terms of Section 10(b).

(b) Contractor shall pay the City Seven Hundred Ten Thousand and 00/100 Dollars (\$710,000.00) on or before the effective date of this Agreement for the purchase of City owned equipment listed in **Exhibit B**

5. Exclusive Rights to Solid Waste and Recyclables Collection.

(a) Contractor shall have the exclusive right and the obligation to collect all solid waste, and residential curbside recyclables and yard waste within the City limits during the term of this Agreement. The parties agree to cooperate in the enforcement of the provisions of this Agreement and the City’s authority to regulate a system for solid waste handling. Contractor’s rights under this Agreement may be subject to the rights

of third parties in annexed areas and those rights shall not be abridged by this Agreement.

(b) The City and Contractor hereby acknowledge, pursuant to Section 5(a) of this Agreement above, the exclusion of collection and transportation of: (i) construction and demolition debris and other drop box and stationary compactor services, and (ii) commercial recycling services from this Agreement

(c) Contractor may independently enforce the exclusivity provisions of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Contractor; provided, however, the City shall have no obligation to join or initiate litigation to protect the rights of Contractor (but it must take all reasonable actions to enforce its ordinances).

(d) Contractor shall not be required to collect Hazardous Waste, Special Waste or any other hazardous materials that are either restricted from disposal or would pose a danger to collection crews. If materials are rejected for this reason, the Contractor shall leave a written notice with the rejected materials listing why they were not collected and providing the customer with a contact for further information about proper disposal options. The Customer shall remain responsible for all costs associated with handling and disposal of all Hazardous Waste, Special Waste or any other hazardous materials not collected by Contractor. In addition, the Customer shall remain responsible for all costs associated with handling and disposal of all Hazardous Waste, Special Waste or any other hazardous materials inadvertently collected by Contractor. Title to and liability for any Hazardous Waste, Special Waste and any other hazardous materials shall remain with the Customer, even if Contractor inadvertently collects and disposes of such Hazardous Waste, Special Waste and/or other hazardous materials.

6. Future Annexations of Territory by the City.

If, during the Term, additional territory is added to the City through annexation or other means ("Annexed Areas") within which Contractor or its affiliate has an existing WUTC certificate or other franchise for solid waste collection at the time of annexation, Contractor shall make collection in such annexed area in accordance with the provision of this Agreement at the prices set forth in this Agreement upon written notice by the City.

This Agreement shall extend to the Annexed Areas in lieu of a franchise as provided in RCW 35A.14.900 for such Annexed Areas. Contractor agrees that its certificate applicable to those Annexed Areas shall be cancelled effective the date of annexation by the City. Contractor expressly waives and releases its right to claim any damages or compensation from the City, its officers, agents, or assigns arising out of the cancellation of any pre-existing permit or franchise held by the Contractor prior to annexation, and further specifically waives the right to receive any additional compensation or any rights of collection in the newly annexed territory beyond what is provided herein.

The term during which Contractor shall service any Annexed Areas shall be for the term of this Agreement. Should this Agreement expire or be cancelled prior to the

completion of ten years from the effective date of any newly-Annexed Area, as applicable, that area shall revert to the authorized certificated solid waste collection company pursuant to WAC 480-70-141(5) upon approval of the reversion by the Washington Utilities and Transportation Commission, and service under WUTC jurisdiction shall continue for the balance of such ten year period affected by the expiration or cancellation of this Agreement.

Customers in the Annexed Areas shall receive the same containers as used elsewhere in the City, in accordance with the provisions of this Agreement. In the event where an Annexed Area is being serviced with containers different from the City's program, Contractor shall be responsible for timely Customer notification and removal of existing containers and delivery of appropriate containers to those Customers.

7. Definitions.

The meaning to be given words as used herein shall be their normal definition, except as to those words specifically defined in the Shelton Municipal Code or as set forth below:

(a) The term "*aluminum*" shall mean cans and containers composed solely of aluminum.

(b) The term "*cardboard*" shall mean moderately thick paperboard not contaminated by glue, food, waxed coating or other similar contaminants

(c) The term "*Cart*" shall mean a Contractor-provided receptacle which is made of durable, corrosion-resistant, non-absorbent material with a close-fitting cover and wheels. For the collection and storage of solid waste, Contractor shall provide the following sizes of Carts: thirty-two/thirty-five (32-35) gallon, sixty-four/sixty-five (64-65) gallon, and ninety-five/ninety-six (95-96) gallon.

(d) The term "*commercial wood waste*" shall mean natural wood or wood bi-products including, but not limited to, pallets, stumps, and shavings, which are not treated with chemicals, paint or other contaminants.

(e) The term "*curbside*" shall mean at the curb or up to five (5) feet from the edge of the public road.

(f) The term "*Customer*" shall mean all users of services provided by Contractor pursuant to this Agreement, including, without limitation, residents, businesses, property owners, managers and tenants.

(g) The term "*Drive-in*" shall mean the charge for leaving the public road to provide service. There shall be no obstruction from overhanging branches and/or wires and adequate room for the collection vehicle to turn around. If the Customer requests drive-in service, the road surface shall be of such material as to withstand the weight of the collection vehicle; all maintenance and repairs shall be the Customers responsibility.

(h) The term "*Hazardous Waste*" shall mean any substance that is:

(1) Defined as hazardous by 40 C.F.R. Part 261 and regulated as Hazardous Waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA.

(2) Defined as dangerous or extremely hazardous by Chapter 173-303 WAC and regulated as dangerous waste or extremely Hazardous Waste by the Washington State Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, or any other Washington State statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by Chapter 70.105 RCW.

(i) The term "*metal containers*" shall mean cans and containers composed of metals, such as tin or steel cans, which are attracted by a magnet.

(j) The term "*mixed paper*" shall mean paper (except newspaper), including magazines, mail, phone books, photocopy or printer paper, and envelopes that are not contaminated by food, plastic wrap or other contaminants.

(k) The term "*newspaper*" shall mean any part of the newspaper that was included when it was delivered or purchased.

(l) The term "*walk-in*" shall mean the charge for carryout of over five (5) feet from the edge of the public road, but not over fifty (50) feet.

(m) The term "*plastic*" shall mean plastic water and pop bottles, milk jugs and other plastic bottles with necks smaller than its body.

(n) The term "*recyclables*" shall mean those recyclable items defined in RCW 70.95.030(14) designated by the City to be picked up in the curbside recycling program which items are limited to: aluminum, metal containers, mixed paper, cardboard and newspaper, plastic, and glass.

(o) The term "*Special Waste*" shall mean polychlorinated biphenyl ("PCB") wastes, industrial process wastes, asbestos containing materials, petroleum contaminated soils, treated/de-characterized wastes, incinerator ash, medical wastes, demolition debris and other materials requiring special handling in accordance with applicable federal, state, county or local laws or regulations.

(p) The term "*yard waste*" shall mean any material which occurs naturally and is grown on residential, commercial or industrial property or is included in the landscaping of such property. Food waste or food scraps are not considered yard waste.

8. Rates.

(a) Initial Rates. All City Customers shall pay Contractor the rates set forth on **Exhibit A** attached hereto and incorporated herein by reference, along with any applicable City franchise fees and/or other municipal fees or taxes, if any, as are now or later established by the City. Contractor will also assess the Washington Refuse Collection Tax on all solid waste services on a monthly basis and remit such state excise tax amounts to the State. The initial rates for Contractor's services as set forth in **Exhibit A** shall remain the same until January 1, 2018.

(b) Annual CPI Adjustment. Beginning January 1, 2018, and for every year thereafter, the rates set forth in **Exhibit A** shall be adjusted by the change in the Consumer Price Index as maintained by U.S. Department of Labor, "Seattle-Tacoma-Bremerton Average" for all Urban Consumers or Successors Index, (excluding any CPI adjustment to the City utility tax and/or other municipal fee or tax amounts in **Exhibit A**), for the period October to October of the previous year. Contractor shall provide the City with notice of any proposed rate increase, in any event, not less than thirty (30) days prior to the requested effective date of the proposed rate adjustment. **Exhibit A** will subsequently be amended to reflect those revised rates. During the initial ten (10) years of the Agreement from July 1, 2017 through June 30, 2027, the CPI adjustment shall be no less than two and one half percent (2.50%) and no more than four and one half percent (4.50%). After the initial ten (10) years of the Agreement, neither the two and one half percent (2.50%) minimum, nor the four and one half percent (4.50%) maximum shall apply.

(c) Tipping Fees. During the Term, in addition to the CPI adjustments defined in Section 7(b), Contractor is authorized to pass through to its Customers all increases in landfill/disposal costs which are charged by the Mason County Eells Hill Municipal Transfer Station, or any future landfill/disposal facility, and/or increased costs associated with higher solid waste/recycling duties imposed by local, state or federal laws and regulations. Contractor shall also pass through any decreases in tipping fees. The Tipping Fee adjustment shall be calculated after the Annual CPI Adjustment calculation defined in Section 7(b).

(d) Notice of Rate Increases/Decreases. Contractor shall provide the City with notice of any such proposed rate increase or decrease upon Contractor being notified of an increase or decrease, but in any event not less than thirty (30) days prior to the effective date of such increase or decrease.

(e) Rate Increases/Unforeseen Costs. Contractor may apply to the City for rate adjustments to reflect unforeseen costs arising during the Term, including, without limitation, fuel increases, tax charges, governmental fees and surcharges and changes in laws, rules and regulations.

Changes in federal, state or local laws or regulations or a continuing Force Majeure event that results in a change in circumstances or hardship for Contractor in performing this Agreement may be the subject of a request by Contractor for a rate adjustment, subject to review and approval by the City, which shall not be unreasonably withheld.

9. Billing and Customer Service.

(a) All billing for solid waste collection and recycling services within the City limits shall be performed by Contractor on a monthly basis in arrears in accordance with the rates established in this Agreement. Notwithstanding the foregoing, Contractor may elect, in its sole discretion on at least sixty (60) days' prior written notice to all City Customers, to bill City Customers every other month, as opposed to monthly billings.

(b) The charge for any special services not covered in Exhibit A will be determined by mutual agreement of the parties hereto.

(c) The types of services for which the Customer is being charged will be clearly stated on the face of the bill provided by Contractor. The bill will include a breakdown of charges for each type of service and applicable taxes. Upon request, Contractor shall facilitate the creation of duplicate bills, to be issued to landlord or homeowner.

(d) The bills provided by Contractor shall be due in accordance with guidelines established by Contractor. If a bill remains unpaid after thirty (30) calendar days from the bill date, a late notice shall be mailed to the Customer and shall include a 1.5% penalty (minimum \$1.00). If the past due balances remains unpaid after forty-five (45) calendar days Contractor shall send a service cancellation notice with a ten (10) calendar day grace period to the Customer. If full payment has not been received by the end of business on the 10th day, service will be terminated. City shall enforce mandatory service including discontinuation of water service as defined in City of Shelton Ordinance 8.08.

(e) A fee outlined in Exhibit A will apply to all Customers stopped for non-payment to re-establish service, plus applicable taxes, if any.

(f) A fee outlined in Exhibit A will be assessed on all checks returned by a financial institution for insufficient funds plus applicable taxes, if any.

(g) A fee outlined in Exhibit A shall be assessed for redelivery of carts/receptacles where the Customer had requested suspension or termination of service or where the service was suspended for non-payment by Customer.

(h) Customers whose service is terminated and restarted within one year after the termination of their prior service shall be assessed a service restart fee in accordance with Exhibit A. Upon restart of service, Customers shall have the choice of paying a Receptacle redelivery fee in accordance with Exhibit A or Customers may pick up their Receptacle(s) directly from Contractor at no charge.

(i) A fee outlined in Exhibit A will apply to commercial or multi-family accounts requiring special administrative services beyond regular invoicing, such as waste trend reports, disposal ticket proof, receipt of service slips, 3rd-party website data upload, or customized billing terms which conflict with the terms of this Agreement.

(j) All costs related to billing and bill collection incurred by Contractor will be paid by Contractor.

10. City Utility Taxes.

(a) City Utility Tax. Contractor shall remit to the City on a monthly (or bi-monthly depending on Contractor's then current billing practice) basis the City's applicable utility tax. The amount shall be based on the preceding month's (or two months, as the case may be) Customer invoices, excluding drop box charges and commercial recycling charges, and excluding any bad debt reduction, and excluding any embedded or line-item taxes or fees. Contractor shall embed twenty-six percent (26%) of the current thirty-one percent (31%) City utility tax within the rates in Exhibit A. Contractor shall bill customer five percent (5%) of the current thirty-one percent (31%) as a separate line item within the customer invoice. Should the City modify the utility tax rate, Contractor shall be allowed to recover such change by adjusting rates charged to Customer in Exhibit A. Should the City modify the utility tax rate, Contractor will implement the change within sixty (60) calendar days.

(b) City Utility Tax Prepayment. Per Section 4(a) of this Agreement, Contractor shall make a one-time prepayment to City in the amount of One Million and 00/100 Dollars (\$1,000,000.00) on or before the effective date of this Agreement. This prepayment shall represent an early payment of the twenty-six percent (26%) of the City utility tax embedded in the rates in Exhibit A. Contractor shall be entitled to the twenty-six percent (26%) of the City Utility Tax embedded in its rates to satisfy the One Million and 00/100 Dollars (\$1,000,000.00) prepayment. Once the prepayment has been fully recouped by Contractor, Contractor shall resume remitting the entire City utility tax to the City per Section 10(a). Contractor shall not withhold the five percent (5%) City utility tax or count this amount against the One Million and 00/100 Dollar (\$1,000,000) prepayment balance.

11. Residential Carts and Containers.

(a) For residential, single dwelling(s), duplex(s), triplex(s) and four-plex(s), Contractor shall provide the following carts and containers:

Recycle (as chosen by the customer):

- Ninety-five (95) or ninety-six (96) gallon recycle carts
- Sixty-four (64) or sixty-five (65) gallon recycle carts
- Thirty-two (32) or thirty-five (35) gallon recycle carts

Yard Waste:

- Ninety-five (95) or ninety-six (96) gallon yard waste carts

Solid Waste:

- Ninety-five (95) or ninety-six (96) gallon garbage carts
- Sixty-four (64) or sixty-five (65) gallon garbage carts
- Thirty-two (32) or thirty-five (35) gallon garbage carts

The carts shall be provided, maintained and/or replaced by Contractor at Contractor's expense and shall remain the property of Contractor unless lost or damaged by the customer. A fee outlined in Exhibit A will be charged for lost or damaged carts

(d) Upon mutual agreement, on terms, conditions and rates satisfactory to the parties, the City and Contractor may include additional items for recycling under this Agreement.

(b) Upon mutual agreement, the City and Contractor may change the method of residential and multi-family recycle collection including but not limited to container size, container quantity and collection frequency. Contractor may, at it's own discretion, change collection method to one glass only cart or container and one fiber and container only cart.

12. Preparation of Recyclables and Yard Waste.

All recycling material and yard waste must be tendered for collection free of contaminants. If any recyclables contain contaminants, such as solid waste, Contractor shall have no obligation to collect such materials. In the event that some recyclables are not collectible, Contractor shall give the Customer notice in writing of the reason so that the problem can be corrected. The following categories of recyclables shall be readied by Customers as follows:

- (a) Aluminum and Metal Containers – All containers should be rinsed out.
- (b) Cardboard – All cardboard must be flattened and placed inside the cart.
- (c) Mixed Paper and Newspaper – Material shall be placed in cart loose (not in plastic bags) and be clean, dry and free of food, plastic wrap and other contamination.
- (d) Plastic – Plastic Containers must have lids removed and must be rinsed out.
- (e) Glass – Glass Bottles and jars must have lids removed and must be rinsed out.
- (f) Yard waste must be placed into the ninety-five (95) or ninety-six (96) gallon cart furnished by Contractor. Branches shall be no larger than four (4) inches in diameter and shall not exceed the length of four (4) feet. In addition, branches must fit in the yard waste cart with the lid closed. Customers who are signed up for the yard waste program and who wish to put out more yard waste than the cart can hold, may set out additional material in Kraft or other approved compostable bags at the rate set forth in **Exhibit A**.
- (g) Contractor shall provide customers with written materials describing all requirements for recycling and yard waste contents and pick-up.

Upon mutual agreement, on terms, conditions and rates satisfactory to the parties, the City and Contractor may include additional items for recycling under this Agreement.

13. Collection Related Services.

(a) Contractor becomes the owner of the recyclable materials, including yard waste following collection and can market them in any manner Contractor deems to be economically feasible.

(b) Weight Restrictions. Contractor is responsible for collection of all containers which do not exceed the weight limits, described below:

32/35 gallon Cart 45 lbs

64/65 gallon Cart 90 lbs

95/96 gallon Cart 135 lbs

If a container exceeds these weight limits, Contractor may refuse service and will tag the overweight container.

14. Breach of Contract.

(a) Breach by Contractor. Contractor shall be in breach of this Agreement if it violates any material provision of this Agreement. In addition, the following shall be deemed a breach by Contractor:

(1) Contractor fails to commence the collection of solid waste, recyclables or yard waste, or fails to provide any portion of service for a period of more than five (5) consecutive days at any time during the term of this Agreement.

(2) Contractor fails to obtain and maintain any permit required by the City, County, or any federal, state or other regulatory body in order to collect materials under this Agreement.

(3) Contractor's noncompliance creates a hazard to public health or safety.

(4) Contractor fails to maintain, in good standing, surety and insurance required by this Agreement.

(b) Breach by the City. The City shall be in breach of this Agreement if it violates any material provision of this Agreement.

(c) Should a party (the "non-breaching party") at any time, contend that the other party (the "breaching party") has breached any material provision of this Agreement, the non-breaching party shall immediately notify the breaching party in writing of the non-breaching party's contention. The breaching party shall have a reasonable time to cure any such alleged breach, which in all events shall not be less than thirty (30) calendar days, or any such longer period as reasonably needed to cure said breach, provided Contractor initiated curing the breach within such thirty (30) calendar day period, and continues to diligently pursue such breach. If breaching party fails to cure the breach within such time, the non-breaching party may terminate this Agreement.

(b) Provided that the requirements of this Section are met, Contractor shall not be deemed to be in default and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, acts of God including landslides, lightning, forest fires, storms, floods, freezing and earthquakes, civil disturbances, wars, blockades, public riots, explosions, unavailability of required materials or disposal restrictions, governmental restraint, labor disputes or strikes, or any other causes, whether of the kind enumerated herein or otherwise, that are not reasonably within the control of Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Agreement, it shall promptly give the City written notice of the Force Majeure event, describing it in reasonable detail. Contractor's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure event and only for the period during which the Force Majeure event exists.

15. Defense, Hold Harmless, Indemnification.

(a) Contractor shall indemnify, hold harmless, and defend the City, its elected officials, officers, employees, agents, and representatives from and against any and all claims, actions, suits, liabilities, losses, costs, expenses, and damages of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, or injuries, sickness, or death to persons, or damage to property, to the extent caused by Contractor's acts or omissions in the exercise of its duties, rights, and privileges granted by this Agreement. Notwithstanding anything to the contrary contained herein, Contractor shall have no obligation to indemnify the City or the City's elected officials, officers, employees, agents, or representatives, to the extent any such claims, actions, suits, liabilities, losses, costs, expenses, injuries, or damages arise out of: (i) the negligence or willful misconduct of the City or the City's elected officials, officers, employees, agents, or representatives, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by the City or the City's elected officials, officers, employees, agents, or representatives.

The City shall notify Contractor in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and shall give Contractor the opportunity to defend such claim (including the sole right to select and retain counsel of its own choice to represent it in connection with such claim), and shall not settle the claim without the written approval of Contractor (and if Contractor elects to defend such claim, Contractor shall have the sole and exclusive right to resolve and settle such claim, so long as the City has been absolved of any and all liability).

The obligations contained in this Section shall survive expiration or termination of the Agreement.

(b) The City shall indemnify and hold the Contractor, its officers, directors, representatives, agents, subcontractors, and employees harmless from and against any and all claims, injuries, damages, losses or suits including reasonable attorneys' fees and costs, to the extent arising out of the negligent acts or omissions, or the willful

misconduct of the City or its officials, employees, officers, or representatives.

16. Pavement Damage. Except in the case of driver/operator negligence or when being operated in violation of applicable weight limitations, Contractor shall not be liable to the City for damage to pavement, curbing, or driving surface owned or controlled by the City resulting from Contractor's trucks providing services in the agreed-upon area.

17. Liability Insurance.

(a) Contractor shall procure and maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Agreement hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by Contractor. Failure to make insurance payments and to keep policies current shall be cause for contract default.

(b) No Limitation. Contractor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

(c) Minimum Scope of Insurance. Contractor shall obtain insurance that meets the following of the types described below:

(1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. The policy shall be endorsed to provide contractual liability coverage. The City shall be named as an additional insured under the Contractor's Automobile Liability insurance policy with respect to the work performed for the City.

(2) Commercial General Liability insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(4) Hazardous Waste Hauling. To the Automobile Liability Minimum Scope of Insurance, add Pollution Liability coverage at least as broad as that provided under ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement CA 99 48 and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

(d) Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

(1) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(2) Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

(3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

(f) Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Commercial General Liability, and Contractor's Pollution Liability coverage:

(1) To the extent of Contractor's indemnification obligations hereunder, Contractor's insurance coverage shall be the primary insurance with respect to the City, its officials, employees and volunteers. To the extent of Contractor's indemnification obligations hereunder, any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of Contractor's insurance and shall not contribute with it.

(2) Coverage shall state that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(g) Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VIII. Contractor shall furnish the City with standard ACORD certificates of insurance.

18. Compliance with Laws.

Contractor agrees and covenants to comply with all provisions of Federal, State, County and City laws and ordinances affecting, directly or indirectly, the subject matter of this Agreement.

19. Business Licenses.

Contractor shall obtain, at its own expense, all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the terms of this Agreement.

20. Contractor's Office.

Contractor shall be required to maintain an office provided with telephones and such attendants as may be necessary to take care of requests, orders for special service or instruction from the City. This office shall be in operation between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except holidays.

21. Service to New Customers.

Contractor shall provide service to new Customers within seven calendar days after a receipt of a request for service. In the case of container size, if Contractor is unable to provide the size of container ordered by the Customer within seven calendar days, then Contractor may temporarily provide the Customer with any size container; provided,

however, the service provided to the Customer and the rate charged shall be equivalent to the service and rate for the container ordered.

22. Collection.

(a) Pick-up. Contractor shall make collections of solid waste one time every other week per Customer. Residential pickup shall be made Monday through Friday after 6:00 a.m., and before 6:30 p.m. on a regularly scheduled day of the week. Commercial establishments may be serviced more than once per week when requested, but not more than three (3) times per week. Billing will be based on the number of pickups.

(b) Holidays. Contractor shall observe Christmas Day as the only holiday in each year of this Agreement, on which no pick-ups shall occur. Service that normally would have been provided on Christmas Day will be provided on the first business day following each respective holiday with resulting delay of one day for the balance of the calendar week.

(c) Missed pick-ups. Adequate provisions shall be made by Contractor to provide special collections when solid waste or recyclables have not been collected during the regularly scheduled trip as a result of Contractor's inadvertence or neglect in picking up the same. Special pickups for such missed collections shall be made by Contractor when requested by the Customer at no additional cost to the Customer.

(d) When weather conditions are such that continued operation would result in danger to Contractor's staff, area residents or property, Contractor shall collect only in areas that do not pose a danger. Contractor shall collect solid waste, Recyclables and Yard Waste from Customers with interrupted service on their next regular collection day. When service is resumed, Contractor shall collect reasonably accumulated excess volumes of materials equal to what would have been collected on the missed collection day from Customers at no extra charge. Weather policies shall be included in program information provided to customers by Contractor.

(e) The City reserves the right to construct any improvement or to permit any such construction in any street or alley in such manner as the City may direct, which may have the effect for a time of preventing Contractor from traveling the accustomed route or routes for collection. However, Contractor shall, by the most expedient manner, continue to collect to the same extent as though no interference existed upon the streets or alleys normally traversed. This shall be done at no extra expense to the City or Contractor's Customers.

(f) Contractor's employees shall at all times be courteous, refrain from loud, inappropriate or obscene language, exercise due care, perform their work without delay, minimize noise, and avoid damage to public or private property. If on private property, employees shall follow the regular pedestrian walkways and paths, returning to the street after replacing empty containers. Employees shall not trespass or loiter, cross flower beds, hedges or property of adjoin premises, or meddle with property that does not concern them or their task at hand. While performing work under this Agreement, employees shall wear a professional and presentable uniform with an identifying patch and company emblem visible to the average observer. If any person employed by

Contractor to perform collection services is, in the opinion of the City, disorderly or otherwise unsatisfactory, the City shall promptly document the disorderly or unsatisfactory conduct in writing and transmit the documentation to Contractor with a demand that such conduct be corrected. Contractor shall investigate any written complaint from the City regarding any unsatisfactory performance by any of its workers.

23. Equipment.

(a) Contractor shall furnish all vehicles which shall be specifically designed for collection and hauling of solid waste, recycling and yard waste. Each vehicle shall have a tight metal body design so as to prevent the scattering of solid waste when driven over the streets and highways. The customer service telephone number shall be labeled on the side of the vehicle.

(b) Contractor shall furnish solid waste collection containers for one and one half (1.5) yard or larger containers as requested by the Customer so long as the equipment requested can be safely and efficiently serviced.

(c) Contractor shall furnish recycling and yard waste carts to all residential accounts requesting recycling and yard waste services.

24. Maintenance

(a) Collection vehicles shall be kept in good repair, appearance and sanitary condition at all times. Each vehicle shall have Contractor's name and phone number and an identifying number clearly visible on the truck. Contractor shall not use a firm name containing the words "Shelton", "City" or any other words implying municipal ownership.

(b) Any equipment found not to comply with the above standards shall be taken out of service and brought to standards before being placed back into service for the City.

25. Mandatory Participation by Citizens/City's Obligation to Enforce

(a) The City shall maintain in full force and effect an ordinance requiring all residential, multi-family and commercial establishments within the City to utilize Contractor's solid waste collection service.

(b) Commercial businesses shall have a minimum of weekly solid waste service. Residential customers shall have a minimum of every-other-week service.

26. Reporting Records.

(a) Reporting. Contractor shall furnish to the City annual reports within sixty (60) calendar days of the end of each year showing the number of tons of solid waste, recyclables and yard waste transported by Contractor to the disposal or processing site during the previous twelve (12) months.

(b) Disposal Receipts. Contractor shall keep records of solid waste collected and charges therefore. Copies of dump receipts, recyclable receipts and yard waste

receipts shall be maintained by Contractor and provided to the City upon request. The original receipts, or digital copies, shall remain in Contractor's office as part of its records for three (3) years after the termination of any agreement between the City and Contractor.

(c) Schedules and Routes. Contractor shall, at all times, maintain current documentation of schedules and routes for the areas served pursuant to this Agreement, and shall make available for City review current copies of such schedules and routes.

27. Customer Service and Communications.

(a) Customer Service Staffing. During business hours, Contractor shall maintain sufficient staff to promptly answer and handle complaints and service requests from its service area.

(b) Service Recipient Complaints and Requests. Contractor shall record all complaints and service requests, regardless of how received, including date, time, Customer's name and address, if the Customer is willing to give this information, method of transmittal, and nature, date and manner of resolution of the complaint or service request in a computerized daily log. Contractor shall make a conscientious effort to resolve all complaints within twenty-four (24) hours of the original call or e-mail, and service requests within the times established throughout this Agreement for various service requests.

(c) Contractor Website. Contractor shall provide a customer-friendly internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including at a minimum contact information, material preparation requirements, available services and options, inclement weather service changes and other relevant service information for its Customers. The website shall include an email function for Customer communication with Contractor, and the ability for Customers to submit service requests on-line. E-mailed Customer service requests shall be answered within twenty-four (24) hours of receipt. The website shall offer Customers the option to pay their service bills on-line through a secured bill payment system. Contractor shall update the website as necessary, and provide links to the City's website.

28. Severability.

Should any term, provision, condition or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of this Agreement still fulfill its purposes, the balance of this Agreement or its application or other circumstances shall not be affected thereby and shall continue in full force and effect.

29. Notices.

Any Notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and deposited into any post office as first-class, postage prepaid, certified mail, return receipt requested, and addressed to Mason County

Garbage, Inc., to the attention of District Manager at P.O. Box 787, Shelton, Washington, 98584, with a copy to Waste Connections, Inc., Attn: Legal Department, 3 Waterway Square Place, Suite 110, The Woodlands, Texas 77380, and to the City to the attention of the City Manager, 525 West Cota Street, Shelton, Washington, 98584. Either party shall give written notice of change of address.

30. Debarment.

Contractor certifies that it is neither excluded nor disqualified as defined in 2 CFR Part 180. Contractor shall refrain from becoming excluded or disqualified, and shall fully comply with the requirements of Subpart C of 2 CFR Part 180 and any applicable parts of 2 CFR Parts 300 through 5899. Contractor shall require each person or entity with whom Contractor enters into a covered transaction at the next lowest tier, as defined in 2 CFR Part 180, to fully comply with the requirements of Subpart C of 2 CFR Part 180, and any applicable parts of 2 CFR Parts 300 through 5899. If Contractor or a person or entity with whom Contractor enters into a covered transaction is excluded or debarred, Contractor shall immediately notify the City in writing.

31. Entirety.

This Agreement and exhibits attached hereto and incorporated herein by this reference represent the entire Agreement between the City and Contractor. Any prior written or oral statement or proposal or representation, not incorporated herein, shall be excluded, and shall not alter any term or provision of this Agreement. This Agreement may be modified or amended only in writing by any authorized representatives of Contractor and the City.

32. Attorney's Fees.

In the event of any litigation regarding the rights and obligations of the parties under this Agreement, the prevailing party shall recover its costs and attorney's fees, including such costs and attorney's fees for appeals.

33. Applicable Law; Venue.

The venue for any legal action arising from this contract shall be Mason County, Washington, and that this contract shall be governed, construed, and interpreted according to the laws of the State of Washington.

34. Assignment and Subcontract.

Contractor shall not assign or subcontract any portion of the service contemplated by this contract without the written consent of the City. Upon seeking consent to an assignment or subcontract, Contractor shall furnish written proof that the subcontractor/assignee consents to be bound by all the terms of this Agreement, including but not limited to indemnity obligations and insurance coverage.

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have executed this Agreement by persons thereunto duly authorized as of the date first above written.

Contractor

Dated: _____

Dan Schooler
Division Vice President

City of Shelton

Dated: _____

Mayor Gary Cronce

Attest:

Assistant City Manager/City Clerk

Exhibit A
Solid Waste and Recycling Rate Schedule

Residential & Multifamily (Garbage Rates Includes Every-Other-Week Recycle Service)				
Service	7/1/2017 Base Rate	5% Utility Tax	3.60% Refuse Tax	Total Rate
1 - 35 Gallon Garbage Every-Other-Week	\$14.25	\$0.71	\$0.51	\$15.48
1 - 65 Gallon Garbage Every-Other-Week	\$20.29	\$1.01	\$0.73	\$22.03
2 - 65 Gallon Garbage Every-Other-Week	\$40.58	\$2.03	\$1.46	\$44.07
1 - 95 Gallon Garbage Every-Other-Week	\$30.04	\$1.50	\$1.08	\$32.62
2 - 95 Gallon Garbage Every-Other-Week	\$60.08	\$3.00	\$2.16	\$65.25
3 - 95 Gallon Garbage Every-Other-Week	\$90.12	\$4.51	\$3.24	\$97.87
1 - 65 Gallon Garbage Weekly	\$38.37	\$1.92	\$1.38	\$41.67
1 - 95 Gallon Garbage Weekly	\$53.85	\$2.69	\$1.94	\$58.48
1 - 300 Gallon Garbage Weekly	\$118.07	\$5.90	\$4.25	\$128.22
1 - 96 Gallon Yard Waste Every-Other-Week	\$5.50	\$0.28	\$0.00	\$5.78
** Base Rate includes 26% embedded Utility Tax				
** Base Rate reduced by 17% for qualified senior citizens and disabled customers.				

Residential & Multifamily Miscellaneous Fees				
Service	7/1/2017 Base Rate	5% Utility Tax	3.60% Refuse Tax	Total Rate
New Account fee/vacancy fee	\$20.00	\$1.00	\$0.00	\$21.00
Delivery/Cart Exchange	\$11.25	\$0.56	\$0.00	\$11.81
Pick up garbage on cart or ground	\$4.50	\$0.23	\$0.16	\$4.89
Unlock Gate/Enclosure	\$4.50	\$0.23	\$0.16	\$4.89
Move/Open Gate charge	\$4.50	\$0.23	\$0.16	\$4.89
Move carts for pick up	\$4.50	\$0.23	\$0.16	\$4.89
Returned Check (NSF) fees	\$25.00	\$0.00	\$0.00	\$25.00
Additional Pickups - 35 Gallon Garbage	\$10.80	\$0.54	\$0.39	\$11.73
Additional Pickups - 65 Gallon Garbage	\$12.95	\$0.65	\$0.47	\$14.06
Additional Pickups - 95 Gallon Garbage	\$15.38	\$0.77	\$0.55	\$16.70
Additional Pickups - 300 Gallon Garbage	\$32.37	\$1.62	\$1.17	\$35.15
Return Trip Charge (after 1st notice) - 35 Gallon Garbage	\$13.17	\$0.66	\$0.47	\$14.30
Return Trip Charge (after 1st notice) - 65 Gallon Garbage	\$16.19	\$0.81	\$0.58	\$17.58
Return Trip Charge (after 1st notice) - 95 Gallon Garbage	\$19.44	\$0.97	\$0.70	\$21.11
Return Trip Charge (after 1st notice) - 300 Gallon Garbage	\$20.43	\$1.02	\$0.74	\$22.19
Return Trip Charge (after 1st notice) - 96 Gallon Yard Waste	\$5.50	\$0.28	\$0.00	\$5.78
** Base Rate includes 26% embedded Utility Tax				
** Lost / damaged carts requiring replacement will be charged the market rate for that particular size.				

Exhibit A
Solid Waste and Recycling Rate Schedule

Commercial - 2017				
Service	7/1/2017 Base Rate	5% Utility Tax	3.60% Refuse Tax	Total Rate
1 - 65 Gallon Garbage 1 x Week	\$24.23	\$1.21	\$0.87	\$26.31
1 - 65 Gallon Garbage 2 x Week	\$48.46	\$2.42	\$1.74	\$52.63
1 - 95 Gallon Garbage 1 x Week	\$36.32	\$1.82	\$1.31	\$39.44
1 - 95 Gallon Garbage 2 x Week	\$72.64	\$3.63	\$2.62	\$78.89
1 - 95 Gallon Garbage 3 x Week	\$108.96	\$5.45	\$3.92	\$118.33
1 - 95 Gallon Garbage 4 x Week	\$145.28	\$7.26	\$5.23	\$157.77
1 - 300 Gallon Garbage 1 x Week	\$112.26	\$5.61	\$4.04	\$121.91
1 - 300 Gallon Garbage 2 x Week	\$224.52	\$11.23	\$8.08	\$243.83
1 - 300 Gallon Garbage 3 x Week	\$336.78	\$16.84	\$12.12	\$365.74
1 - 300 Gallon Garbage 4 x Week	\$449.04	\$22.45	\$16.17	\$487.66
1 - 300 Gallon Garbage 5 x Week	\$561.30	\$28.07	\$20.21	\$609.57
1 - 96 Gallon Yard Waste 1 x Every-Other-Week	\$5.50	\$0.28	\$0.00	\$5.78
** Base Rate includes 26% embedded Utility Tax				

Commercial - 2018 (after conversion from 300 gallon to 1.5 yard - 8 yard containers)				
Service	7/1/2017 Base Rate	5% Utility Tax	3.60% Refuse Tax	Total Rate
1 - 65 Gallon Garbage 1 x Week	\$24.23	\$1.21	\$0.87	\$26.31
1 - 65 Gallon Garbage 2 x Week	\$48.46	\$2.42	\$1.74	\$52.63
1 - 95 Gallon Garbage 1 x Week	\$36.32	\$1.82	\$1.31	\$39.44
1 - 95 Gallon Garbage 2 x Week	\$72.64	\$3.63	\$2.62	\$78.89
1 - 95 Gallon Garbage 3 x Week	\$108.96	\$5.45	\$3.92	\$118.33
1 - 1.5 Yard Garbage 1 x Week	\$112.26	\$5.61	\$4.04	\$121.91
1 - 1.5 Yard Garbage 2 x Week	\$224.52	\$11.23	\$8.08	\$243.83
1 - 2 Yard Garbage 1 x Week	\$149.31	\$7.47	\$5.38	\$162.15
1 - 2 Yard Garbage 2 x Week	\$298.61	\$14.93	\$10.75	\$324.29
1 - 3 Yard Garbage 1 x Week	\$224.52	\$11.23	\$8.08	\$243.83
1 - 3 Yard Garbage 2 x Week	\$449.04	\$22.45	\$16.17	\$487.66
1 - 4 Yard Garbage 1 x Week	\$298.61	\$14.93	\$10.75	\$324.29
1 - 4 Yard Garbage 2 x Week	\$597.22	\$29.86	\$21.50	\$648.58
1 - 6 Yard Garbage 1 x Week	\$449.04	\$22.45	\$16.17	\$487.66
1 - 6 Yard Garbage 2 x Week	\$898.08	\$44.90	\$32.33	\$975.31
1 - 6 Yard Garbage 3 x Week	\$1,347.12	\$67.36	\$48.50	\$1,462.97
1 - 8 Yard Garbage 1 x Week	\$598.35	\$29.92	\$21.54	\$649.80
1 - 8 Yard Garbage 2 x Week	\$1,196.69	\$59.83	\$43.08	\$1,299.61
1 - 8 Yard Garbage 3 x Week	\$1,795.04	\$89.75	\$64.62	\$1,949.41
** Base Rate includes 26% embedded Utility Tax				
** Base Rates above do not include 1/1/2018 CPI Adjustment or Dump Fee Increase				

Exhibit A
Solid Waste and Recycling Rate Schedule

Commercial Miscellaneous Fees				
Service	7/1/2017 Base Rate	5% Utility Tax	3.60% Refuse Tax	Total Rate
Pick up garbage on cart or ground	\$4.50	\$0.23	\$0.16	\$4.89
Unlock Gate/Enclosure	\$4.50	\$0.23	\$0.16	\$4.89
Move/Open Gate charge	\$4.50	\$0.23	\$0.16	\$4.89
Move carts for pick up	\$4.50	\$0.23	\$0.16	\$4.89
Returned Check (NSF) fees	\$25.00	\$0.00	\$0.00	\$25.00
Additional Pickups - 35 Gallon Garbage	\$10.80	\$0.54	\$0.39	\$11.73
Additional Pickups - 65 Gallon Garbage	\$12.95	\$0.65	\$0.47	\$14.06
Additional Pickups - 95 Gallon Garbage	\$15.38	\$0.77	\$0.55	\$16.70
Additional Pickups - 300 Gallon Garbage	\$32.37	\$1.62	\$1.17	\$35.15
** Base Rate includes 26% embedded Utility Tax				
** Lost / damaged carts requiring replacement will be charged the market rate for that particular size.				

Exhibit B

City Equipment List

2004 Peterbilt 320: License #19930D

2006 Peterbilt 320: License #19946D

2007 Peterbilt 320: License #19968D

2013 Peterbilt 320: License #19984D

2014 Peterbilt 320: License #19992D

Peterbilt, Heil and Labrie truck spare parts and accessories

4-40yd lidded roll off containers

All 35 gallon solid waste carts – Estimated 650

All 65 gallon solid waste carts – Estimated 1,700

All 95 gallon solid waste carts – Estimated 800

All 300 gallon solid waste containers – Estimated 435

All 95 gallon yard waste carts – Estimated 550

All 35 gallon green recycle carts – Estimated 1,865

All 35 gallon blue recycle carts – Estimated 1,535

All 65 gallon green recycle carts – Estimated 1,120

All 65 gallon blue recycle carts – Estimated 1,120

All 95 gallon green recycle carts – Estimated 215

All 95 blue recycle carts – Estimated 215