

City of Shelton Commission Agenda Shelton Civic Center January 2, 2018 Special Meeting at 6:45 pm Regular Meeting at 7:00 pm

SPECIAL MEETING

A. Call to Order

B. Action Agenda (Public Comment on Action Items)

1. Municipal court judge contract and appointment – Presented by Asst. City Manager Vicki Look (Tab 1)

C. Adjourn

BUSINESS MEETING

A. Call to Order

• Pledge of Allegiance

B. Commission Reports – (Tab 2)

- 1. Oath of Office Kevin Dorcy and Judge George A. Steele swearing in
- 2. Elected Recognition Tim Sheldon

C. General Public Comment (3-minute time limit per person)

The City Commission invites members of the public to provide comment on any topic at this time. City Commissioners and City Staff will not enter into a dialogue during public comment. If the Commission feels an issue requires follow up, staff will be directed to respond at an appropriate time.

D. Consent Agenda: (Tab 3) (Action)

- 1. Voucher Number 16336 in the amount of \$1,095.38
- 2. Voucher Numbers 16337 through 16384 in the amount of \$90,071.24
- 3. Minutes from:
 - Business meeting of December 18, 2017

E. Business Agenda

1. On-Call Engineering Contract – Presented by Public Works Director Craig Gregory (Tab 4)

F. Action Agenda (Public Comment on Action Items)

1. ReLight Washington Grant Acceptance – Presented by Public Works Director Craig Gregory (Tab 5)

G. Administration Reports

- 1. City Manager Report
- H. Announcement of Next Meeting—January 16, 2018 at 7:00 pm
- I. Adjourn

Building A Stronger Community TOGETIER*	CITY OF SHELTO COMMISSION BRIEFING F	
Touch: 12/26/2017 Brief: 1/2/2018 Action: 1/2/2018	Department: Administration Presented By: Vicki Look	
APPROVED FOR COMMISSION PACKET: ROUTE TO: REVIEWE Dept. Head Finance Director Attorney City Clerk City Administrator	PROGRAM/PROJECT TITLE: D: Shelton Municipal Court Judge – Appointment	Action Requested: Ordinance Resolution Motion Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Mr. George Steele has just completed a four-year appointment as the City of Shelton Municipal Court Judge. To evaluate interest in the position, the City posted a Request for Proposals and as a result received two proposals. The two applicants were interviewed by a panel consisting of two Attorneys who are well versed in court proceedings, and myself.

After careful consideration, including strong support from Court staff and the Police Guild, we are recommending that the Commission re-appoint Mr. George Steele to serve another four-year term.

An employment agreement outlining salary and benefits for the Municipal Court Judge services will be presented at the meeting.

ANALYSIS/OPTIONS/ALTERNATIVES: N/A.

<u>BUDGET/FISCAL INFORMATION</u>: The annual salary for the Shelton Municipal Court Judge effective January 1, 2018 is \$54,381.60 plus partial benefits. Note that contract language for salary and benefits is tied to all non-represented part-time employees working for the City of Shelton.

STAFF RECOMMENDATION (if action is recommended, please include the proposed motion): Staff requests the Commission appoint Mr. George Steele as the Shelton Municipal Court Judge to a four-year term starting January 1, 2018 and lasting through December 31, 2021.



Meeting Date	Agenda Items
Tuesday, January 2, 2018 7:00 pm	Oath of Office • Kevin Dorcy & Judge George Steele <u>Elected Recognition</u> • <u>Tim Sheldon</u> <u>Business Agenda</u> • On-Call Engineering Contract <u>Action Agenda</u> • ReLight Washington Grant Acceptance
SMPD MEETING Tuesday, January 16 6:45 p.m.	Shelton Metropolitan Parks District Meeting –Setting 2018 Meeting Dates – SMPD Resolution No. 24-0118
Tuesday January 16 7:00 pm	 <u>Commission Reports</u> Chamber of Commerce 4th Quarter LTAC Report – Presented by Heidi McCutcheon Mason County Historical Society Museum 4th Quarter LTAC Report – Presented by Kristin Fabry Employee of the Month <u>Business Agenda</u> Sidewalk Café Ordinance <u>Action Agenda</u> On-Call Engineering Contract Labor Contracts – PD/Finance/Customer Service
Tuesday, February 6 6:00 pm	Commission Reports Business Agenda • Business Agenda • Design and Construction Standards Update • Action Agenda • Sidewalk Café Ordinance
Tuesday, February 20 6:00 pm	<u>Commission Reports</u> • Employee of the Month <u>Business Agenda</u> • Basin 3 Contract Award <u>Action Agenda</u> • Design and Construction Standards Update
Tuesday, March 6 7:00 pm	Commission Reports Business Agenda Action Agenda Basin 3 Contract Award



CITY OF SHELTON

OATH OF OFFICE

STATE OF WASHINGTON) (ss County of Mason)

I, **Kevin Dorcy** do solemnly swear that I will support the Constitution of the United States and the Constitution and laws of the State of Washington, and all local ordinances, and that I will faithfully and impartially perform and discharge the duties of the office of **Commissioner of Streets and Public Improvements** for the City of Shelton for the term commencing on the 1st day of January, 2018, according the law and the best of my ability.

> Kevin Dorcy, Commissioner of Streets and Public Improvements

Subscribed and sworn to me this 2nd day of January, 2018.

The Honorable Benjamin Settle, United States District Court Judge



CITY OF SHELTON

OATH OF OFFICE

STATE OF WASHINGTON) (ss County of Mason)

I, George A. Steele do solemnly swear that I will support the Constitution of the United States and the Constitution and laws of the State of Washington, and all local ordinances, and that I will faithfully and impartially perform and discharge the duties of the office of Judge of the Municipal Court of the City of Shelton for the term commencing on the 1st day of January, 2018, according to the law and the best of my ability.

George A. Steele, Municipal Court Juge

Subscribed and sworn to me this 2nd day of January, 2018.

The Honorable Benjamin Settle, United States District Court Judge

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 16336 in the amount of \$1,095.38 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 27th of December, 2018. Acctine Director of Financial Services

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 Cronce

Commissioner McDowell

Commissioner Moore

Shelton, WA

SH

Check Register

Packet: APPKT00713 - December 27, 2017 - Key2Purchase NOV/2017 stmt

By Check Number

CHINGY								
Vendor Number	Vendor Name	Payment Date	Payment T	ype	Discount Amount	Payment Amount	Number	
Bank Code: APBNK -W	arrants-APBNK-Warrants							
VEN01232	KEY2PURCHASE	12/27/2017	Regular		0.00	1,095.38	16336	
		Bank Code APBNK -Wa	arrants Summary	1				
		Payable	Payment					
	Payment Type	Count	Count	Discount	Payment			
	Regular Checks	1	1	0.00	1,095.38			
	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			
		1	1	0.00	1,095.38			

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2017	1,095.38
			1,095.38

Shelton, WA

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Check Register

Packet: APPKT00713 - December 27, 2017 - Key2Purchase NOV/2017 stmt

By Check Number

ATTIN 9								
Vendor Number	Vendor Name	Payme	nt Date	Paymen	t Type Di	scount Amount	Payment Amount	Number
Bank Code: APBNK -	Warrants-APBNK-War	rants						
VEN01232	KEY2PURCHASE	12/27/	2017	Regular		0.00	1,095.38	16336
Payable #	Payable Type	Payable Date	Payable Descript	tion	Discour	nt Amount Pa	yable Amount	
Account Nu	mber	Account Name	Project Acco	ount Key	Item Description	Dist	Amount	
NOV/2017-1	Invoice	12/27/2017	NOV/2017 STMT	-REMAININ	G BALANCE	0.00	1,095.38	
001-000-00	0-55850-4300	Travel			11/26/17-MCDONAL	D'S D	7.45	
001-000-00	0-55850-4300	Travel			11/28/17-MCDONAL	D'S E	6.46	
001-000-00	0-55850-4307	Travel-Training			11/10/17-PRICELIINE	*AIR	25.57	
402-400-00	0-53580-3100	Office and Operating			11/22/17-NORTH CO/	AST E	1,055.90	

Bank Code APBNK -Warrants Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,095.38
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
	1	1	0.00	1,095.38

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2017	1,095.38
			1,095.38

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

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 <u>16337</u> through <u>16384</u> in the amount of <u>\$90,071.24</u> 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 _	Zath	of December, 2018.	mu
		Arta Une	
		Actinguy -	Director of Financial Services

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 ____, 2012

Mayor Cronce

Commissioner McDowell

Commissioner Moore

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Shelton, WA

Check Register

Packet: APPKT00717 - January 2, 2018 - Payables "A" Packet

By Check Number

UING						
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK -Wa	arrants-APBNK-Warrants					
003000	ASSOCIATION OF WASHINGTON	01/02/2018	Regular	0.00	6,569.00	16337
005900	CAPITAL BUSINESS MACHINES	01/02/2018	Regular	0.00	16.44	16338
006233	CAROLLO ENGINEERS	01/02/2018	Regular	0.00	5,051.79	16339
VEN01552		01/02/2018	Regular	0.00	30.00	16340
VEN01549	CHRISTOPHER MORGAN	01/02/2018	Regular	0.00	67.00	16341
VEN01214	CINTAS CORPORATION	01/02/2018	Regular	0.00	201.62	16342
VEN01281	CITY OF SHELTON - UTILITY BILLS	01/02/2018	Regular	0.00	3,684.78	16343
008800	CUT-RATE AUTO PARTS	01/02/2018	Regular	0.00	6.94	16344
008948	DAILY JOURNAL OF COMMERCE	01/02/2018	Regular	0.00	220.00	16345
009200	DAN RUBINO	01/02/2018	Regular	0.00	16.65	16346
009351	DELAGE LANDEN FINANCIAL SVCS	01/02/2018	Regular	0.00	401.47	16347
009700	DEPARTMENT OF REVENUE	01/02/2018	Regular	0.00	1,324.67	16348
009573	DEPT OF ECOLOGY	01/02/2018	Regular	, 0.00	237.30	16349
009595	DEPT. OF LICENSING	01/02/2018	Regular	0.00	18.00	16350
010006	DRAGON ANALYTICAL	01/02/2018	Regular ·	0.00	540.00	16351
010085	DYAN S. SMOLINSKY	01/02/2018	Regular	0.00	51.98	16352
023077	FARMER BROS. CO	01/02/2018	Regular	0.00	72.25	16353
023108	FCS GROUP	01/02/2018	Regular	0.00	4,085.00	16354
027977	FRANK RAINS	01/02/2018	Regular	0.00	10,322.00	16355
VEN01382	GORCESTER, STEVAN E	01/02/2018	Regular	0.00	1,829.00	16356
045150	HACH COMPANY	01/02/2018	Regular	0.00	619.92	16357
VEN01553	JDK SHELLFISH	01/02/2018	Regular	0.00	30.00	16358
VEN01493	JOSEPHINE ANTONIO	01/02/2018	Regular	0.00	52.20	16359
903363	KYLE WEAVER	01/02/2018	Regular	0.00	60.28	16360
VEN01550	MARTIN J JONES	01/02/2018	Regular	0.00	2,600.00	16361
903335	MASON COUNTY DEMOCRATS	01/02/2018	Regular	0.00	300.00	16362
187000	MASON COUNTY JOURNAL	01/02/2018	Regular	0.00	349.65	16363
112000	MASON COUNTY SHERIFF DEPT	01/02/2018	Regular	0.00	18,097.92	16364
VEN01551	MASON ENERGY	01/02/2018	Regular	0.00	28.60	16365
VEN01397	MCS SERVICES, INC.	01/02/2018	Regular	0.00	1,321.73	16366
142952	NCL OF WISCONSIN, INC.	01/02/2018	Regular	0.00	242.30	16367
151000	P. U. D. # 3	01/02/2018	Regular	0.00	12,458.19	16368
155541	PARAMETRIX, INC.	01/02/2018	Regular	0.00	9,852.88	16369
163450	PURCHASE POWER	01/02/2018	Regular	0.00	5,000.00	16370
165704	R & D SUPPLY	01/02/2018	Regular	0.00	461.20	16371
174114	SARA CHILDERS	01/02/2018	Regular	0.00	53.95	16372
200531	SHELTON MAIL & SHIP	01/02/2018	Regular	0.00	16.49	16373
186500	SHELTON MASON COUNTY CHAMBE	01/02/2018	Regular	0.00	715.00	16374
190222	SIRENNET.COM	01/02/2018	Regular	0.00	903.00	16375
191500	SONSRAY MACHINERY, LLC	01/02/2018	Regular	0.00	99.38	16376
189670	THE SHOPPER	01/02/2018	Regular	0.00	368.45	16377
201255	TOTAL BATTERY & AUTO SUPPLY	01/02/2018	Regular	0.00	164.61	16378
201300	TOZIER TRUE VALU HARDWARE	01/02/2018	Regular	0.00	399.18	16379
201875	TYLER TECHNOLOGIES	01/02/2018	Regular	0.00	749.70	16380
202195	U.S. BANK N.ACUSTODY	01/02/2018	Regular	0.00	24.00	16381
VEN01536	VILMA T. GONZALEZ	01/02/2018	Regular	0.00	100.00	16382
VEN01411	WASH STATE PATROL	01/02/2018	Regular	0.00	50.00	16383

Check Register		Packet: APPKT00717-Ja	nuary 2, 2018 - Paya	bles "A" Packet			
Vendor Number	Vendor Name	Payment Date	Payment	Туре	Discount Amount	Payment Amount	Number
204123	WHISLER COMMUNICATIONS	01/02/2018	Regular		0.00	206.72	16384
Bank Code APBNK -Warrants Summary							
		Payable	Payment				
	Payment Type	Count	Count	Discount	Payment		
Regular Checks		68	48	0.00	90,071.24		
	Manual Checks	0	0	0.00	0.00		
	Voided Checks	0	0	0.00	0.00		

0

0

48

0.00

0.00

0.00

0.00

0.00

90,071.24

0

0

68

Bank Drafts

EFT's

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2018	90,071.24
			90,071.24

Shelton, WA

Check Register

Packet: APPKT00717 - January 2, 2018 - Payables "A" Packet

By Check Number

Contraction of the local division of the loc								
Vendor Number	Vendor Name	Paym	ent Date	Paymen	t Type	Discount Amoun	t Payment Amount	Number
Bank Code: APBNK -W	/arrants-APBNK-Warra	ints						
003000	ASSOCIATION OF WA	SHINGTON 01/02	/2018	Regular		0.0	0 6,569.00	16337
Payable #	Payable Type	Payable Date	Payable Descri	otion	Disco	ount Amount Pa	ayable Amount	
Account Num	nber	Account Name	Project Acc	count Key	Item Description	Dist	Amount	
2018	Invoice	12/22/2017	2018 ANNUAL I	MEMBERSHIP	FEE - RENE	0.00	6,569.00	
001-000-000	-51310-4902	Misc-Assoc. of Wa Cit	ies		2018 ANNUAL MEN	MBERSH	6,569.00	
005900	CAPITAL BUSINESS N	ACHINES 01/02	/2018	Regular		0.0	0 16.44	16338
Payable #	Payable Type	Payable Date	Payable Descri	ption	Disc	ount Amount Pa	ayable Amount	
Account Num	nber	Account Name	Project Acc	count Key	Item Description	Dist	Amount	
CNIN827187	Invoice	12/12/2017	CONTRACT #25	232692 SHAF	RP #MXM623	0.00	16.44	
001-000-000	-52122-4500	Operating Rentals			CONTRACT #25232	2692 SH	16.44	
006233	CAROLLO ENGINEER	01/02	/2018	Regular		0.0	0 5 051 70	16220

CAROLLO ENGINEERS 01/02/2018 Regular 006233 0.00 5,051.79 16339 Pavable # Payable Type Payable Date **Payable Description** Discount Amount Payable Amount Account Number Account Name Project Account Key Item Description **Dist Amount** 161894 Invoice 12/15/2017 2017 WATER SYSTEM COMP PLAN UPDAT 0.00 5,051.79 401-000-000-53480-4102 Prof Serv-Water Comp Pl Water System Compre 2017 WATER SYSTEM CO 5,051.79

VEN01552 CHELSEA FARMS LLC 01/02/2018 Regular 0.00 30.00 16340 Payable Type **Payable Description** Payable # **Payable Date** Discount Amount Payable Amount **Item Description** Account Number Account Name Project Account Key Dist Amount Invoice 02/27/2017 REFUND BUSINESS LICENSE-CHELSEA FAR 0.00 REFUND 30.00 Pro & Occup Licenses **REFUND BUSINESS LICENS** 001-000-000-321600000 30.00

VEN01549 CHRISTOPHER MORGAN 01/02/2018 0.00 Regular 67.00 16341 Payable # Payable Type Payable Date Payable Description Discount Amount Payable Amount Account Number Account Name Project Account Key **Item Description Dist Amount** REFUND Invoice 09/15/2017 REFUND STOP WORK ORDER-CHRISTOPH 0.00 67.00 001-000-000-342400002 Inspection Fees - C.E.D. REFUND STOP WORK ORD 67.00

VEN01214 01/02/2018 CINTAS CORPORATION 0.00 Regular 201.62 16342 Payable # Payable Type Payable Date **Payable Description** Discount Amount Payable Amount Account Name Project Account Key Item Description Dist Amount Account Number 5009597051 12/15/2017 CUST #10690213-BREAKROOM CABINET S 0.00 201.62 Invoice 001-000-000-52122-3100 Office and Operating CUST #10690213-BREAKR 201.62

VEN01281 CITY OF SHELTON - UTILITY BILLS 01/02/2018 Regular 0.00 3,684.78 16343

Packet

endor Number	Vendor Name	Davin	nent Date	Payment Type	Discount An	nount Payment	Amount	bles "/
Payable #	Payable Type	Payable Date	Payable Des	646 - 1462 - 10 - 12 - 12 - 12 - 12 - 12 - 12 - 1	Discount Amount	and grants - Durcherster		Num
Account Nur		Account Name	States and the second	Account Key Item Des		Dist Amount	inc	
DEC/2017-1	Invoice	12/26/2017		IONTHLY WATER, SEWER,	07/03/01/02/02/02/02/02/02/02/02/02/02/02/02/02/		78	
)-51890-4715	Utility Services-Civic			1-04802-03 - 525	675.03		
and the second second)-51890-4715	Utility Services-Civic			1-04801-01 - 525-	95.93		
)-55430-4700	Utility Services-Anim			8-07200-01 - 902	144.26		
)-57250-4700	Utility Services-Libra			7-09101-00 - 710	427.52		
Press and a second seco)-57530-4700	Utility Services-Mus			0-00100-00 - 427	96.75		
)-57680-4700	Utility Services-Park			4-11250-00 - 400 "	91.49		
)-57680-4700	Utility Services-Park			8-07401-02 - 301	86.31		
)-57680-4700	Utility Services-Park			2-02903-01 - 100	148.54		
)-53480-4700	Utility Services-Wate	٩r		9-03200-00 - 900	33.92		
)-53480-4700	Utility Services-Wate			6-08850-00 - 2401	57.75		
and the second second second	0-53480-4700	Utility Services-Wate			6-40020-00 - 51 W	24.83		
)-53480-4700	Utility Services-Wate			6-40030-01 - 51 W	11.98		
)-53480-4701	Utility Services - Sho			8-07575-00 - 1000	112.19		
)-53480-4701	Utility Services - Sho			8-07550-00 - 1000	108.14		
)-53480-4701	Utility Services - Sho	62 C		8-07500-00 - 1000	114.52		
	0-53580-4700	Utility Services-Sewe	• • • •		3-12325-00 - 498	33.98		
)-53580-4700	Utility Services-Sewe			9-03301-00 - 200	168.24		
)-53580-4700	Utility Services-Sewe			1-1280-00 - 1700	299.62		
the second second second second)-53580-4700	Utility Services-Sewe			8-12810-00 - 1700	16.71		
)-53580-4700	Utility Services-Sewe			9-03310-00 - 200-	16.71		
	0-53580-4700	Utility Services-Sewe			2-02902-00 - 100	36.32		
)-53580-4700	Utility Services-Sewe			3-01025-00 - 119	33.92		
statute actual actual)-53580-4700	Utility Services-Sewe			6-20050-00 - 101	312.03		
	0-53580-4700	Utility Services-Sewe			6-20051-00 - 101	11.65		
	0-53580-4700	Utility Services-Sewe			6-20055-00 - 101	526.44		
08800	CUT-RATE AUTO P	ARTS 01/C	2/2018	Regular		0.00	6.94	163
Payable #	Payable Type	Payable Date	Payable Des	cription	Discount Amount	t Payable Amou	unt	
Account Nu	nber	Account Name	Project	Account Key Item De	scription	Dist Amount		
300087822	Invoice	12/16/2017	CUST #3449	1 - SPARK PLUG - CAR #26	0.00) 6	.94	
001-000-000	0-52122-3110	Office & Operating-	Auto	CUST #3	4491 - SPARK PLU	6.94		
			2/2010					
08948	DAILY JOURNAL O		2/2018	Regular	_	0.00	220.00	163
Payable #	Payable Type	Payable Date	Payable Des		Discount Amount		unt	
Account Nu		Account Name	-	•	scription	Dist Amount		
<u>1 YEAR</u>	Invoice	01/13/2018	ACCT #9545	6-RENEW 1 YR SUBSCRIPT			.00	
001-000-00	0-51895-4400	Advertising		ACCT #9	5456-RENEW 1 YR	220.00		
09200	DAN RUBINO	01/0	2/2018	Regular		0.00	16.65	163
Payable #	Payable Type	Payable Date	Payable Des		Discount Amount			105
Account Nu	and the second sec	Account Name	- 1.5 (1993) • 1.5 (1997) • 1.5 (1998)	0.000 M. 40.000 M. 40.000	scription	Dist Amount	une	
92146	Invoice	11/13/2017	2005 C	LICATES #202	0.00		5.65	
State of the second sec	0-52122-3100	Office and Operatin			OUPLICATES #202	16.65	.05	
		10						
09351	DELAGE LANDEN F	INANCIAL SVCS 01/0	2/2018	Regular		0.00	401.47	163
Payable #	Payable Type	Payable Date	Payable Des	scription	Discount Amount	t Payable Amo	unt	
Account Nu	mber	Account Name	Project	Account Key Item De	scription	Dist Amount		
			CONTRACT		523 0.00	101	.47	
57364779	Invoice	12/16/2017	CONTRACT	#25232692 SHARP #MXM6	0.00	5 401	47	

Packet: APPKT00717-January 2, 2018 - Payables "A" Packet

Check Register					ļ	Packet: APPKT0	0717-Ja	nuary 2, 2018 - Pa	ayables "A" Pa	acl
Vendor Number	Vendor Name	Paymer	it Date	Payment	t Type	Discount Ar	nount	Payment Amou	nt Number	
Payable #	Payable Type	Payable Date	Payable Descrip	tion	D	iscount Amoun	t Pay	able Amount		
Account Num	iber	Account Name	Project Acc	ount Key	Item Description	on	Dist A	mount		
DEC/2017	Invoice	12/01/2017	DEC/2017 USE T	AX		0.00	C	1,324.67		
001-000-000	-51250-3100	Office and Operating			DEC/2017 USE	ТАХ		1.82		
001-000-000	-51895-3100	Office and Operating			DEC/2017 USE	ТАХ		3.55		
001-000-000	-52122-4900	Miscellaneous			DEC/2017 USE	ТАХ		64.42		
001-000-000	-55850-3100	Office and Operating			DEC/2017 USE	TAX		22.88		
001-000-000	-59421-6401	POLICE CAPITAL EXP-Ve	ehi -		DEC/2017 USE	ТАХ	1,	232.00		
							a.			
009573	DEPT OF ECOLOGY	01/02/2	018	Regular			0.00	237.	30 16349	
Payable #	Payable Type	Payable Date	Payable Descrip	tion	0	Discount Amoun	t Pay	able Amount		
Account Num	iber	Account Name	Project Acc	ount Key	Item Descriptio	on	Dist A	mount		
1T00517-006-AA	Invoice	12/15/2017	CLEANUP SITE #	2295-"C" ST	LANDFILL JUL	0.0	0	237.30		
403-000-000		Prof Services - "C" Stree	et "C" St. Land	fill	CLEANUP SITE	#2295-"C" S		237.30		
009595	DEPT. OF LICENSING	01/02/2	018	Regular			0.00	18.	00 16350	
Payable #	Payable Type	Payable Date	Payable Descrip	otion		Discount Amoun	t Pay	able Amount		
Account Num	nber	Account Name	Project Acc	ount Key	Item Descriptio	on	Dist A	mount		
254577	Invoice	12/14/2017	CONCEALED PIS	TOL LICENSE	- R. HEARN	0.0	0	18.00		
657-000-000	-58600-0007	Concealed Pistol Permi	ts		CONCEALED PI	STOL LICEN		18.00		
010006	DRAGON ANALYTICA	L 01/02/2	018	Regular			0.00	540.	00 16351	
Payable #	Payable Type	Payable Date	Payable Descrip	tion	[Discount Amoun	t Pay	able Amount		
Account Num		Account Name	Project Acc		Item Descriptio		AANIII POLINGO.	mount		
171114-03	Invoice	12/15/2017	11/14/17-TTHN			0.0		540.00		
401-000-000		Professional Services			11/14/17-TTHM			540.00		
						.,				
010085	DYAN S. SMOLINSKY	01/02/2	2018	Regular			0.00	51	.98 16352	
Payable #	Payable Type	Payable Date	Payable Descrip	-	C	Discount Amour	t Pay	able Amount		
Account Nun	VII.N 1993	Account Name	Project Acc	ount Key	Item Description		and a R	mount		
2017	Invoice	12/14/2017	2017 EMPLOYE			0.0	0	51.98		
	-51310-3102	Employee Recognition			2017 EMPLOYE			28.05		
	-51310-3102	Employee Recognition			2017 EMPLOYE			23.93		
		, , ,								
023077	FARMER BROS. CO	01/02/2	2018	Regular			0.00	72	.25 16353	
Payable #	Payable Type	Payable Date	Payable Descrip	otion	C C	Discount Amour	nt Pay	able Amount		
Account Nun	nber	Account Name	Project Acc	ount Key	Item Description	on	Dist A	mount		
66010506	Invoice	12/11/2017	ACCT #1178408	-COF RFA30	100% COL DC	0.0	0	72.25		
001-000-000	-57550-3100	Office and Operating			ACCT #117840	8-COF RFA3		72.25		
023108	FCS GROUP	01/02/2	2018	Regular			0.00	4,085	.00 16354	
Payable #	Payable Type	Payable Date	Payable Descrip	otion		Discount Amour	nt Pay	able Amount		
Account Nun	nber	Account Name	Project Acc	ount Key	Item Description	on	Dist A	mount		
2736-21712027	Invoice	12/15/2017	PROJECT #2736	SHELTON-SE	EWER & WAT	0.0	0	4,085.00		
401-000-000	-53480-4102	Prof Serv-Water Comp	PI		PROJECT #273	5 SHELTON-	2,	,042.50		
402-400-000	-53580-4100	Professional Services			PROJECT #273	5 SHELTON-	2,	,042.50		
027977	FRANK RAINS	01/02/	2018	Regular			0.00	10,322	.00 16355	
Payable #	Payable Type	Payable Date	Payable Descrip	otion	1	Discount Amour	nt Pay	able Amount		
Account Nun	nber	Account Name	Project Acc	ount Key	Item Descripti	on	Dist A	mount		
DEC/2017-1	Invoice	11/26/2017	DEC/2017 IN-H	OME CARE R	EIMBURSEME	0.0	00	10,322.00		
502-000-000	-51725-2040	Long Term Care Payme	nt		DEC/2017 IN-H	IOME CARE	10	,322.00		
VEN01382	GORCESTER, STEVAN	IE 01/02/	2018	Regular			0.00	1,829	.00 16356	
Payable #	Payable Type	Payable Date	Payable Descrip	otion		Discount Amou	nt Pay	yable Amount		
Account Nur	nber	Account Name	Project Acc	count Key	Item Descripti	on	Dist A	Amount		
1222.5	Invoice	12/22/2017	ON CALL CONSU	JLTING-LEAN	I & GRANT ST	0.0	00	1,829.00		
402-300-000	-53580-4100	Professional Services			ON CALL CONS	ULTING-LEA	1	,829.00		
045150	HACH COMPANY	01/02/	2018	Regular			0.00	619	.92 16357	

Vendor Number Vendor Name Payable # Payable Type Account Number <u>10748497</u> Invoice <u>402-400-000-53580-4100</u>

> <u>10756586</u> Invoice <u>402-400-000-53580-4100</u>

VEN01553 JDK SHELLFISH Payable # Payable Type Account Number <u>REFUND</u> Invoice 001-000-000-321600000

VEN01493 JOSEPHINE ANTONIO Payable # Payable Type Account Number <u>INV0001986</u> Invoice <u>657-000-000-58600-0010</u>

903363 KYLE WEAVER Payable # Payable Type Account Number <u>RESTITUTION</u> Invoice <u>657-000-000-58600-0010</u>

VEN01550 MARTIN J JONES
Payable # Payable Type
Account Number
BAIL REFUND Invoice
657-000-000-58600-0010

Packet: APPKT00717-January 2, 2018 - Payables "A" Packet

Payment Date Payment Type Discount Amount Payment Amount Number Payable Date **Payable Description** Discount Amount Payable Amount **Project Account Key** Account Name Item Description Dist Amount ACCT #341640 - SENSOR CAP ASSY, DO PR 12/07/2017 0.00 309.96 Professional Services ACCT #341640 - SENSOR C 309.96 12/13/2017 ACCT #341640 - SENSOR CAP ASSY, DO PR 0.00 309.96

Professional Services ACCT #341640 - SENSOR C 309.96

01/02/2018 0.00 30.00 16358 Regular Payable Date **Payable Description** Discount Amount Payable Amount Account Name **Project Account Key** Item Description **Dist Amount** 12/18/2017 REFUND BUSINESS LICENSE-JDK SHELLFIS 0.00 30.00 Pro & Occup Licenses REFUND BUSINESS LICENS 30.00

01/02/2018 Regular 0.00 52.20 16359 **Payable Description** Discount Amount Payable Amount Payable Date Account Name **Project Account Key Item Description Dist Amount** RESTITUTION-CASE #50461C DAVID KELLE 12/21/2017 0.00 52.20 Municipal Court Trust **RESTITUTION-CASE #5046** 52.20

01/02/2018 0.00 Regular 60.28 16360 **Payable Date Payable Description** Discount Amount Payable Amount Account Name **Project Account Key** Item Description **Dist Amount** 12/21/2017 RESTITUTION-DAVID KELLEN WEAVER 0.00 60.28 RESTITUTION-DAVID KELLE **Municipal Court Trust** 60.28

0.00 01/02/2018 Regular 2,600.00 16361 Payable Date **Payable Description** Discount Amount Payable Amount Account Name **Project Account Key** Item Description **Dist Amount** 12/06/2017 BAIL REFUND-ADRIAN DUSTIN JONES 0.00 2,600.00 **Municipal Court Trust** BAIL REFUND-ADRIAN DUS 2,600.00

MASON COUNTY DEMOCRATS 01/02/2018 Regular 0.00 300.00 16362 903335 **Payable Date Payable Description** Discount Amount Payable Amount Pavable # Payable Type Account Number Account Name Project Account Key **Item Description** Dist Amount REFUND DAMAGE DEPOSIT-CIVIC CTR US 12/13/2017 0.00 300.00 REFUND Invoice REFUND DAMAGE DEPOSI 657-000-000-386000002 Community Cntr Damage 300.00

0.00 187000 MASON COUNTY JOURNAL 01/02/2018 Regular 349.65 16363 Payable Type **Payable Date Payable Description** Discount Amount Payable Amount Pavable # Project Account Key **Item Description Dist Amount** Account Number Account Name 11/02 & 11/09 -LEGAL NOTICE-CITY ENGI 11/02/2017 0.00 144.00 87618 Invoice Advertising 11/02 & 11/09 -LEGAL NO 144.00 001-000-000-51895-4400 11/16/2017 11/16 & 11/21 -LEGAL NOTICE-ON CALL E 0.00 144.00 87886 Invoice 001-000-000-51895-4400 Advertising 11/16 & 11/21 -LEGAL NO 144.00 11/30/2017 LEGAL NOTICE-SOLID WASTE UTILITY RAT 0.00 36.00 88134 Invoice Advertising LEGAL NOTICE-SOLID WAS 36.00 403-000-000-53780-4400 CLASSIFIED AD-SEASONAL WORKER PUBLI 11/30/2017 88244 Invoice 0.00 25.65 Advertising CLASSIFIED AD-SEASONAL 25.65 402-400-000-53580-4400

01/02/2018 0.00 18,097.92 16364 112000 MASON COUNTY SHERIFF DEPT Regular Discount Amount Payable Amount Payable Type **Payable Date** Payable Description Pavable # Account Name Project Account Key Item Description Dist Amount Account Number 12/01/2017 DEC/2017 PRISONER - JAIL BOOKING FEES 0.00 18,097.92 DEC/2017 Invoice DEC/2017 PRISONER - JAIL 18,097.92 Professional Services 001-000-000-52360-5100 0.00 28.60 16365 01/02/2018 Regular VEN01551 MASON ENERGY

Check Register				Packet:	: APPKT00717-Ja	anuary 2, 2018 - Paya	bles "A" Pac
Vendor Number Payable #	Vendor Name Payable Type	Paymer Payable Date	nt Date Paymen Payable Description	2000	scount Amount It Amount Pay	Payment Amount yable Amount	Number
Account Nun	nber	Account Name	Project Account Key	Item Description	Dist A	mount	
REFUND	Invoice	12/18/2017	REFUND PERMIT #M416-17-	MASON ENE	0.00	28.60	
001-000-000	-322100000	Building Permits		REFUND PERMIT #M4	16-1	28.60	
VEN01397	MCS SERVICES, INC.	01/02/2	2018 Regular		0.00	1,321.73	16366
Payable #	Payable Type	Payable Date	Payable Description	Discour	nt Amount Pay	yable Amount	
Account Nun	nber	Account Name	Project Account Key	Item Description	Dist A	mount	
15-068-1	Invoice	12/20/2017	CASE #15-068 MCDONALD C		0.00	1,321.73	
657-000-000	-58900-0022	TaxMileage/CrCardMea	al	CASE #15-068 MCDON	NALD 1	,321.73	
142052		01/02/	010 Decides		0.00	242.20	10007
142952	NCL OF WISCONSIN,		200 (100 (100 (100 (100 (100 (100 (100 (Dissource	0.00		16367
Payable #	Payable Type	Payable Date	Payable Description		nt Amount Par		
Account Nun		Account Name	Project Account Key ACCT #42215-CERTIFIED REF	Item Description	0.00	Amount	
<u>399705</u>	Invoice -53580-3100	12/14/2017 Office and Operating	ACCI #42215-CERTIFIED REF			242.30 242.30	
402-400-000	-33380-3100	Office and Operating		ACCT #42215-CERTIFI	EDR	242.50	
151000	P. U. D. # 3	01/02/2	2018 Regular		0.00	12,458.19	16368
Payable #	Payable Type	Payable Date	Payable Description		nt Amount Pa	0.000	10508
Account Nun		Account Name	Project Account Key	Item Description		Amount	
DEC/2017	Invoice	12/15/2017	Monthly Service Charges 11		0.00	12,458.19	
	-54264-4700	Utility Services		ACCT #101097001 - 20		71.21	
	-54264-4700	Utility Services		ACCT #26197001 - 23		66.56	
	-54264-4700	Utility Services		ACCT #101002 - 300 E		73.30	
	-54264-4700	Utility Services		ACCT #109413001 - 7		54.03	
NAME OF ADDRESS WAS DOD.	-54264-4700	Utility Services		ACCT #109397001 - 8		70.81	
)-54264-4700	Utility Services		ACCT #2800 E JOHNS		66.72	
	-57680-4700	Utility Services-Park		ACCT #82241001 - 40		125.85	
)-53480-4700	, Utility Services-Water		ACCT #101149001 - 1		88.71	
401-000-000	-53480-4700	Utility Services-Water		ACCT #25911001 - 24	01 E	974.14	
401-000-000)-53480-4700	Utility Services-Water		ACCT #25913001 - 20	01 13	888.50	
401-000-000	-53480-4700	Utility Services-Water		ACCT #101155001 - 9	00 E 4	,879.05	
401-000-000	-53480-4700	Utility Services-Water		ACCT #113939001 - 9	07 BI	45.61	
402-300-000	-53580-4700	Utility Services-Sewer I	Иa	ACCT #85079001 - 42	7 W	110.07	
402-640-000)-53580-4700	Utility Services-Sewer S	Sat	ACCT #252689001 - 1	0891 4	,893.53	
404-000-000)-53180-4700	Utility Services		ACCT #85183001 - 53	4 W	50.10	
155541	PARAMETRIX, INC.	01/02/	2018 Regular		0.00	9,852.88	16369
Payable #	Payable Type	Payable Date	Payable Description		nt Amount Pa		
Account Nur	nber	Account Name	Project Account Key				
01-79864	Invoice	11/16/2017	BASIN 3 ON-CALL PROF ENG		0.00	9,017.95	
402-747-000)-59435-4100	Professional Services		BASIN 3 ON-CALL PRC	OF EN S	9,017.95	
01-79866	Invoice	11/16/2017	WATER SCADA PROF ENGR			834.93	
401-300-000)-59434-6430	Water SCADA OperSys	te	WATER SCADA PROF	ENG	834.93	
163450	PURCHASE POWER	01/02/			0.00		16370
Payable #	Payable Type	Payable Date	Payable Description		nt Amount Pa		
Account Nur			Project Account Key			Amount	
REFILL	Invoice	12/21/2017			0.00		
001-000-000	0-51890-4215	Communication-Civic (Cen	ACCT #35940816-ME	TER#	5,000.00	
165704		01/02/	2010		0.00) 464.20	16774
165704	R & D SUPPLY	01/02/	nerosano unos c ostaros		0.00		16371
Payable # Account Nur	Payable Type	Payable Date Account Name	Payable Description Project Account Key		nt Amount Pa	Amount	
218885	Invoice	12/07/2017		in energy and a second s	0.00	403.34	
	D-57680-3100	Office and Operating	2231 1000310 - C0310DIAL	HOUSEHOLD TP 2-PL		403.34	
	ATTAC PS		CULCT #COCC40 _ 519 //2.5 51				
218907	Invoice	11/30/2017	CUST #60CS18 - ENVIRO CL		0.00	21.00	
001-000-000	<u> </u>	Office and Operating-C		CUST #60CS18 - ENVI		21.00	
219004	Invoice	12/14/2017	CUST #60CS18 - CUSTODIAI	LSUPPLIES	0.00	36.86	

 Vendor Number
 Vendor Name
 Payment Date
 Payment Type
 Discount Amount
 Payment Amount
 Number

 001-000-000-57680-3100
 Office and Operating
 NITRILE GLOVES P/F, XL
 36.86

174114 SARA CHILDERS 01/02/2018 0.00 Regular 53.95 16372 Payable Type Payable # Payable Date Payable Description Discount Amount Payable Amount Account Number Account Name Project Account Key Item Description Dist Amount INV0001987 12/14/2017 EMPLOYEE APPRECIATION DRINKS & DES 0.00 Invoice 53.95 001-000-000-51310-3102 **Employee Recognition** EMPLOYEE APPRECIATION 53.95

200531 SHELTON MAIL & SHIP 01/02/2018 Regular 0.00 16.49 16373 **Payable Description** Payable # Payable Type Payable Date Discount Amount Payable Amount Project Account Key Account Number Account Name Item Description Dist Amount PKG ID #5253 SHIPPED TO WSP CRIME LA 12/19/2017 5253 0.00 Invoice 16.49 001-000-000-52122-4200 PKG ID #5253 SHIPPED TO Communication 16.49

186500 SHELTON MASON COUNTY CHAMBE 01/02/2018 Regular 0.00 715.00 16374 Payable # Payable Type **Payable Date Payable Description** Discount Amount Payable Amount Account Name Account Number **Project Account Key** Item Description **Dist Amount** 2244 Invoice 09/21/2017 8 MEALS 0.00 90.00 001-000-000-51310-4900 Miscellaneous 8 MEALS 90.00 7879 12/15/2017 QTR1/2018 JAN-MAR 2018 MEMBERSHIP Invoice 0.00 625.00 Miscellaneous 001-000-000-51310-4900 QTR1/2018 JAN-MAR 2018 625.00

190222 SIRENNET.COM 01/02/2018 0.00 Regular 903.00 16375 Payable # Payable Type Payable Date **Payable Description** Discount Amount Payable Amount Account Name Account Number Project Account Key Item Description Dist Amount 0222955-IN CUST #3605184-2010 TAHOE SEAT W/F B 12/15/2017 0.00 Invoice 903.00 001-000-000-52122-3110 Office & Operating-Auto CUST #3605184-2010 TAH 903.00

191500 01/02/2018 SONSRAY MACHINERY, LLC Regular 0 00 99.38 16376 Pavable # **Payable Type Payable Date Payable Description** Discount Amount Payable Amount Project Account Key Account Number Account Name Item Description **Dist Amount** P25966-08 Invoice 12/19/2017 ACCT #SHELT001-FLASHER UNIT #19969D 0.00 99.38 503-000-000-54865-3104 Oper Supp-Parts-EM&R V ACCT #SHELT001-FLASHER 99.38

01/02/2018 189670 THE SHOPPER Regular 0.00 368.45 16377 Payable # Payable Type Payable Date Payable Description Discount Amount Payable Amount Item Description Account Number Account Name Project Account Key Dist Amount 12/12/2017 5 SETS OF COMP PLAN 2017 0.00 26030 Invoice 368 45 001-000-000-55860-4104 Prof Serv-Growth Mgmnt 5 SETS OF COMP PLAN 201 368.45

201255 TOTAL BATTERY & AUTO SUPPLY 01/02/2018 0.00 Regular 164.61 16378 Payable # Payable Type Payable Date **Payable Description** Discount Amount Payable Amount Account Number Account Name **Project Account Key** Item Description **Dist Amount** 12/20/2017 TITANIUM TURBOMAX 0.00 164.61 791236 Invoice 503-000-000-54865-3500 Small Tools/Equipment TITANIUM TURBOMAX 164.61

201300	TOZIER TRUE VALU H	ARDWARE 01/0	02/2018	Regular		C	.00	399.18	16379
Payable #	Payable Type	Payable Date	Payable	Description	Discount Am	ount	Payable Amount	t	
Account Num	ber	Account Name	Pro	ject Account Key	Item Description	D	ist Amount		
<u>413059</u>	Invoice	12/06/2016	CUST #2	0090-PROPANE		0.00	9.25	5	
402-400-000-	53580-3200	Gas & Oil			CUST #20090-PROPANE		9.25		
414257	Invoice	01/19/2017	CUST #2	0090-BULB-HALGN1	00W	0.00	6.95	5	
401-000-000	53480-3100	Office and Operatin	g		CUST #20090-BULB-HALG		6.95		
414363	Invoice	01/24/2017	CUST #2	0090-ADAPTR, COUF	PLR, TEE & BU	0.00	11.49	9	
001-000-000-	57680-3100	Office and Operatin	g		CUST #20090-ADAPTR, CO		11.49		
414793	Invoice	02/08/2017	CUST #2	0090-PROPANE		0.00	22.77	7	
503-000-000	-54865-3203	Fuel-Outside Purcha	ase		CUST #20090-PROPANE		22.77		
418843	Invoice	06/19/2017	CUST #2	0090-PROPANE		0.00	26.71	1	
402-400-000	-53580-3200	Gas & Oil			CUST #20090-PROPANE		26.71		

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Packet: APPKT00717-January 2, 2018 - Payables "A" Packet
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Vendor Number	Vendor Name	Paymer	t Date	Payment	Туре	Discount Amoun	t Payment Amount	Number
<u>419312</u>	Invoice	07/05/2017	CUST #20090-MG	LIQUAFEED	REFILL 4PK	0.00	13.43	
001-000-000	-54271-3100	Office and Operating			CUST #20090-MG LI	QUAFE	13.43	
423131	Invoice	12/11/2017	CUST #20090-BUL	B-DEC 25FN	л/W CD2, C	0.00	26.35	
001-000-000	-54270-3100	Office and Operating			CUST #20090-BULB-	DEC 2	26.35	
423172	Invoice	12/12/2017	CUST #20090-CLA	MP 11/16 8	& CORD W/S	0.00	10.15	
001-000-000	-54270-3100	Office and Operating			CUST #20090-CLAM	P 11/1	10.15	
423181	Invoice	12/12/2017	CUST #20090-ATL	AS LG THER	MA FIT GLO	0.00	17.26	
001-000-000	-57680-3100	Office and Operating			CUST #20090-ATLAS	S LG TH	17.26	
423341	Invoice	12/19/2017	CUST #20090-OIL-	-FILL RADIA	TOR HEATER	0.00	103.34	
402-400-000	-53580-3100	Office and Operating			CUST #20090-OIL-FI	LL RAD	103.34	
423346	Invoice	12/19/2017	CUST #20090-PRC	PANE		0.00	26.02	
402-400-000	-53580-3200	Gas & Oil			CUST #20090-PROP	ANE	26.02	
423374	Invoice	12/21/2017	CUST #20090-NU	TS & BOLTS	#00043D	0.00	4.77	
503-000-000	-54865-3102	Oper Supplies-Parts			CUST #20090-NUTS	& BOL	4.77	
423445	Invoice	12/26/2017	CUST #20090-PRC	OPANE #000	50D	0.00	120.69	
503-000-000	-54865-3203	Fuel-Outside Purchase			CUST #20090-PROP	ANE #0	120.69	
201875	TYLER TECHNOLOGIE	s 01/02/2	018	Regular		0.0	0 749.70	0 16380
Payable #	Payable Type	Payable Date	Payable Descripti		Disco	unt Amount P	ayable Amount	
Account Num	nber	Account Name	Project Acco	unt Key	Item Description	Dist	Amount	
025-209710	Invoice	01/01/2018	CUST #48155-INC	ODE CUST F	RELTNSHIP FE	0.00	749.70	
001-000-000	-51423-4100	Professional Services			CUST #48155-INCO	DE CUS	749.70	
202195	U.S. BANK N.ACUST	ODY 01/02/2	018	Regular		0.0	0 24.00	0 16381
	Payable Type	Payable Date	Payable Descripti	Ŭ	Disco	unt Amount P		
Account Nun	nber	Account Name			Item Description	Dist	Amount	
NOV/2017	Invoice	11/01/2017	NOV/2017 CUSTO	DY CHARGI	ES 11/01/17 -	0.00	24.00	
001-000-000	-51423-4102	Prof Services-Banking F	ee		NOV/2017 CUSTOD	Y CHAR	24.00	

VEN01536 01/02/2018 VILMA T. GONZALEZ Regular 0.00 100.00 16382 Payable # Payable Type Payable Date **Payable Description** Discount Amount Payable Amount Account Number Account Name Project Account Key Item Description Dist Amount DEC/2017 INTERPRETING SERVICES DEC/2017 12/17/2017 0.00 100.00 Invoice DEC/2017 INTERPRETING S 001-000-000-52122-4100 **Professional Services** 100.00

VEN01411 WASH STATE PATROL 01/02/2018 0.00 Regular 50.00 16383 Payable # Payable Type Payable Date **Payable Description** Discount Amount Payable Amount Account Number Account Name Project Account Key Item Description Dist Amount RESTITUTION 12/21/2017 RESTUTION-CASE #50730C CHARLES JOH 0.00 50.00 Invoice 657-000-000-58600-0010 **Municipal Court Trust** RESTUTION-CASE #50730C 50.00

204123 WHISLER COMMUNICATIONS 01/02/2018 Regular 0.00 206.72 16384

Packet: APPKT00717-January 2, 2018 - Payables "A" Packet

Vendor Name
Payable Type
ımber
Invoice
0-53480-4800

Payme	ent Date Payme	ent Type	Discount Amou	nt Payment Amount	Number
Payable Date	Payable Description	Disc	ount Amount	Payable Amount	
Account Name	Project Account Key	Item Description	Dis	t Amount	
12/05/2017	ACCT #101379-RELOCATE	RADIO MIC & S	0.00	206.72	
Repairs and Maintena	nce	ACCT #101379-RE	LOCATE	206.72	

Bank Code APBNK -Warrants Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	68	48	0.00	90,071.24
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
	68	48	0.00	90,071.24

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	1/2018	90,071.24
			90,071.24

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, WASHINGTON - CITY COMMISSION

Business Meeting Minutes December 18, 2017 Shelton Civic Center - 6:00pm

COMMISSIONERS AND PERSONNEL PRESENT

Commissioners: Mayor Gary Cronce Commissioner Tracy Moore Commissioner Kathy McDowell Personnel: City Manager Ryan Wheaton Asst. City Manager Vicki Look City Clerk Jamie Ogg Senior Planner Jason Dose Public Works Director Craig Gregory Communications/Economic Development Officer Andy Arnes Community Development Direct Mark Ziegler Finance Director Nola von Neudegg

CALL TO ORDER

Mayor Cronce called the meeting to order at 6:00 p.m.

COMMISSION REPORTS

Commissioner Moore commented that the SMPD meeting that was originally scheduled before the City Business meeting regarding a levy shift had been moved to December 26, 2017. Mason County decided not to do a levy shift, and Finance Director Nola von Neudegg will update at next week's meeting.

Public Works Director Craig Gregory gave an update on the street traffic detour process through Shelton from State Hwy 3 resulting from the recent train derailment near DuPont WA.

Mayor Cronce asked if City staff would set up training in January 2018 for new Commission members regarding Public Disclosure, Public Records, and Open Public Meeting Rules.

Mason Transit Board Meeting CareNet Board Meeting Criminal Justice Board Meeting

GENERAL PUBLIC COMMENT

Mayor Cronce recognized the following people for public comment:

Mark Ziegler – Kristmas Town Kiwanis Representative – Mr. Ziegler read a letter from the Kristmas Town Kiwanis that honored the efforts of the City Street Dept for their work on Railroad Avenue during the recent downtown Kristmas Town Kiwanis Holiday Magic Tree Lighting and Christmas Parade.

Tom Davis – General Comments Bill Hall – General Comments Josh Johnson – Commented on Homelessness issues Marilyn Ward – General Comments Jason Coots – General Comments

The Mayor recessed out of the regular business meeting and into the Public Hearing of the Comprehensive Plan Update.

PUBLIC HEARING

<u>Comprehensive Plan Update, Ordinance 1915-1217 – Presented by Senior Planner Jason Dose</u> Senior Planner Jason Dose presented the City of Shelton Comprehensive Plan Periodic Update for the planning period 2016-2036 and gave an overview of the plan update. Staff requested the Commission have a first reading of Ordinance 1915-1217 and concur to place the ordinance on the Action Agenda for December 26, 2017.

Public Comment

Mike Olsen

After Commission comments and questions, Mayor Cronce closed the public hearing for Ordinance 1915-1217 and asked for a first reading of Ordinance 1915-1217. After a first reading, staff requested that Ordinance 1915-1217 be placed on the Action Agenda for December 26, 2017.

The Commission concurred to Place Ordinance 1915-1217 on the Action Agenda for December 26, 2017.

CONSENT AGENDA

Voucher Number 16143 in the amount of \$8,119.48 Voucher Numbers 935 through 1070, 16119 through 16139, and 16142 in the amount of \$685,957.90 Voucher Numbers 16151 through 16246 in the amount of \$317,773.58 Business Meetings of December 4, 2017 Study Session of December 11, 2017

There was a motion to approve the Consent Agenda. Passed

BUSINESS AGENDA

"C" Street Landfill Update – Presented by Public Works Director Craig Gregory

Public Works Director Craig Gregory presented the "C" Street Landfill Update. Aspect Consultants began drilling six test wells last week in various locations to gather groundwater information and will be finished sometime next week. Director Gregory requested public comment. There were no public comments.

ACTION AGENDA

<u>Resolution No. 1114-1217 – Establishing the 2018 Legislative Agenda – Presented by</u> <u>Communications & Economic Development Officer Andy Arnes</u>

Communications & Economic Development Officer Andy Arnes presented the 2018 Legislative Agenda and requested a final reading and approval of Resolution No. 1114-1217.

There was a motion to approve Resolution No. 1114-1217. Passed

Post Office Park Lease Agreement – Presented by Community Development Director Mark Ziegler

Community Development Director Mark Ziegler presented the Post Office Park Lease Term Extension and requested the Commission approve the Post Office Park Lease Extension and authorize the Mayor to sign on behalf of the City.

There was a motion to approve the Post Office Park Lease Extension Agreement and authorize the Mayor to sign on behalf of the City. Passed

<u>TIB Arterial Preservation Program (APP) Grant Acceptance for Turner Ave – Presented by</u> <u>Public Works Director Craig Gregory</u>

Public Works Director Craig Gregory presented the TIB APP Grant for Turner Avenue and requested the Commission approve the TIB APP Grant and authorize the Mayor to sign the Fuel Tax Grant Agreement and the Project Funding Status Form on behalf of the City.

There was a motion to approve the TIB Arterial Preservation Program Grant and authorize the Mayor to sign the Fuel Tax Grant Agreement and the Project Funding Status form for Turner Avenue on behalf of the City. Passed

TIB Urban Arterial Program (UAP) Grant Acceptance for Alder/Olympic Hwy North -- Presented by Public Works Director Craig Gregory

Public Works Director presented the TIB UAP Grant for Alder/Olympic Hwy North and requested the Commission approve the TIB UAP Grant and authorize the Mayor to sign the Fuel Tax Grant Agreement and the Project Funding Status Form on behalf of the City.

There was a motion to approve the TIB Urban Arterial Program Grant for Alder/Olympic Hwy North and authorize the Mayor to sign the Fuel Tax Grant Agreement and the Project Funding Status form on behalf of the City. Passed <u>The Capital Hill Booster Pump Station Upgrade, Final Acceptance -- Presented by Public Works</u> <u>Director Craig Gregory</u>

Public Works Director Craig Gregory presented the Capital Hill Booster Pump Station Upgrade Final Acceptance Form and requested the Commission approve the Final Acceptance Form.

There was a motion to accept the Capital Hill Booster Pump Station Upgrade Final Acceptance Form. Passed

<u>Upper Mountain View Pressure Zone Funding Amendment Declaration – Presented by Public</u> <u>Works Director Craig Gregory</u>

Public Works Director presented the Drinking Water State Revolving Fund Amendment Declaration and requested the Commission approve the Drinking Water State Revolving Fund Amendment Declaration and authorize the Mayor and the Finance Director to sign on behalf of the City.

There was a motion to approve the Drinking Water State Revolving Fund Amendment Declaration and authorize the Mayor and the Finance Director to sign on behalf of the City. Passed

2018 Final Budget – Adopt Ordinance No. 1912-1217 – Update presented by City Manager Ryan Wheaton.

City Manager Ryan Wheaton updated the Commission on the 2018 Final Budget. City Manager Wheaton informed the Commission that the 2018 Final Budget will be postponed until the December 26th meeting. He stated the City received a letter on Friday 12/15/17 from the Mason County Sheriff's office regarding a 20% increase in the fees in 2018 for jail services at the County. The City has until January 2, 2018 to decide whether to accept the increase in fees or the County will exercise their 90-day notice of termination right stated in the current interlocal agreement with the City. Staff will review options and return with a recommendation by the next business meeting.

ADMINISTRATION REPORTS

ReLight WA Grant - Presented by Public Works Director Craig Gregory and PUD 3 Joel Meyer.

Director Craig Gregory and Joel Meyer presented the ReLight Washington Grant through the Transportation Improvement Board (TIB). The goal of the program is to lower energy use and operating costs by helping cities with the expense of make the conversion from high pressure sodium (HPS) streetlights to LED lights (all lights are owned and maintained by PUD 3). Through the City's partnership with PUD, 500 HPS lights in the City have been converted to LED lights. There are 250 HPS lights left to replace. This grant will cover the cost of replacing the remainder of lights and reimburse PUD 3 for the previously converted lights. The grant money will be paid directly to Mason PUD 3.

Labor Contracts Update presented by Assistant City Manager Vicki Look

Assistant City Manager Vicki Look presented an update regarding the three labor contracts that are being negotiated this year. Staff has tentative agreements with Police and Customer Service. Staff will continue to negotiate with the Finance union next week. Assistant City Manager Look will brief next week on the final contract and explain the changes AWC has made to their healthcare plans.

ANNOUNCEMENT OF NEXT MEETING

The next Commission meeting will be Tuesday, December 26, 2017 at 2:00 p.m.

ADJOURN

As there was no further business, Mayor Cronce adjourned the meeting at 7:25 p.m.

Mayor

City Clerk

	CHARTER THE CONTROL OF THE CONTROL O		CITY OF SHELTON COMMISSION BRIEFING REQUEST (Please Use Bolded Information Inserts)				
-	Date: 1/2/18 Date: 1/16/18		Departm Presente		Public Works : Craig Gregory		
APPROVED FOR COMMISSION PACKET:				PRC	GRAM/PROJECT TITLE:	Action	Requested:
ROUTE		REVIE	WED:		2018-2020 On-Call Engineering Services Pool		Ordinance
	Dept. Head			ATT	ACHMENTS:		Resolution
	Finance Director			•	Sample On-Call Consultant		
	Attorney			•	Contract List of Consultants for inclusion		Motion
	City Clerk				in the On-Call Pool	\boxtimes	Other
	City Manager						

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Due to limited staff, occasionally throughout the year there is a need to supplement City staff in order to complete simple designs, plan reviews, and other limited engineering services. In the past, one consultant was selected and a contract negotiated for a given term. In 2009, staff made a change to a contract pool format, which involved multiple firms available on rotating basis to provide the needed services. During November and December, staff solicited proposals from consulting firms interested in providing on-call engineering services to the City for 2018-2020 through a contract pool.

Seven proposals were received from our Request for Proposal, with the top six firms all rating very well in our review. After our final evaluation of the team's scorings, it was determined that the best "pool" was derived from the top four firms.

Attached is a sample for the contract that each firm will sign as part of the contract pool, and the list of consultants for inclusion in the On-Call Pool.

ANALYSIS/OPTIONS/ALTERNATIVES:

The Commission has the option to reject these contracts and rely on staff, or if needed, have staff follow the Request for Proposal process for any engineering services that may be needed. This option is not recommended as the current staff level and workload has the potential to create a situation where staff may not be able to respond in as timely a manner as desired to smaller issues. This would be further complicated by not having an on-call contract in place, as the process to prepare, advertise, review, and then award a contract can take several weeks to months. With this on-call contract pool in place, staff can quickly secure engineering services assistance within 48 to 72 hours to support the City's needs.

BUDGET/FISCAL INFORMATION:

There is no immediate impact to the budget as the contracts are structured to not guarantee a minimum level of compensation. With this provision, only engineering services anticipated in the current budget or those approved through modification of the budget would be supported by these contracts.

PUBLIC INFORMATION REQUIREMENTS:

Information for this can be obtained through the City of Shelton Public Works Department. <u>STAFF RECOMMENDATION/MOTION</u>:

Staff recommends the commission concur to place the Sample on-call contract, the procedure for use of on-call pool, and the list of consultants for inclusion in the on-call pool to the Action agenda for January 16, 2018.

CONTRACT FOR ON-CALL SERVICES City of Shelton and Gray & Osborne, Inc.

This Agreement is entered into by and between the City of Shelton, Washington, ("the City") and Gray & Osborne, Inc., ("the Consultant"), whose principal office is located at 2102 Carriage Drive SW, Bldg. 1, Olympia, WA 98502.

WHEREAS, the City has determined the need to have **On-Call Professional Engineering Services** available to be performed for its citizens; and

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

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

- 1. <u>Scope of Services to be Performed by Consultant</u>. The Consultant shall perform engineering services as described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth in this contract.
- 2. **Compliance With All Applicable Laws and Requirements.** In performing such services, the Consultant shall at all times comply with all federal, state, and local laws applicable to the performance of such services and the handling of any funds used in connection therewith; this includes applicable prevailing wage requirements. It is the Consultant's responsibility to identify and comply with such laws, including but not limited to Washington's laws against discrimination; Washington's Industrial Safety and Health Act and associated regulations; Washington's Unemployment Compensation provisions, and any other applicable laws, statutes, regulations or requirements otherwise applicable to the services provided under this Agreement.
- 3. **Prevailing Wage.** The hourly minimum rate of wage paid to employees shall not be less than the prevailing rate of wage which may be paid to laborers, workers, or mechanics in each trade or occupation required for such public work, employed in the performance of this Agreement by either the Consultant, or any other person doing or contracting to do any part of the work contemplated by this Agreement, and Consultant is responsible for compliance with this requirement.
- 4. **Registration, Licensing, Bonding.** Consultant shall at all times maintain appropriate registration, licensing and bonding applicable to professional services to be performed pursuant to this agreement, and has provided or will provide written evidence of the same to the City upon execution of this Agreement, and shall require and produce the same with respect to any subcontractors/assignees (if the same are authorized by the City to perform pursuant to the terms of this Agreement).

5. <u>Compensation and Method of Payment</u>. No minimum level of compensation will be guaranteed under this contract. Compensation will be based on a negotiated scope of services and associated budget based on the Consultant's fee schedule.

Within 48 hours of a request, Consultant will provide the City with a detailed scope and budget to complete the then needed services. Upon approval by the contract administrator, following appropriate City policy, the scope and budget will become part of this contract as if set forth with the initial execution of this contract.

Consultant will then be authorized to proceed with the approved scope and authorized to bill for services under that scope not more frequently than once per month until the approved scope is complete or canceled in accordance with section 11 by the contract administrator.

The City shall pay the Consultant for services rendered within thirty (30) days of receipt of an approvable invoice as well as the form set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

The Consultant shall complete and return Exhibit "C," Tax Identification Number, to the City prior to or along with the first billing voucher submittal. In accordance with the Shelton Municipal Code, the Consultant is subject to licensing requirements and business and occupation tax levied under the Shelton Municipal Code. A City of Shelton Business License is required irrespective of whether goods or services are delivered inside or outside of the City limits, and irrespective of whether the Consultant's office is within the City limits, and no payment will be made until one is obtained.

- 6. <u>Provisions for Changes in Scope of Consultant Services</u>. The Consultant agrees to perform those services based on approved scopes of work as work arises. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental scope of work and upon the City's approval, shall be compensated based on that approved additional or supplemental scope of work.
- 7. **Duration of Agreement**. This Agreement shall be in full force and effect for a period commencing on the date of execution and ending December 31, 2019, unless sooner terminated under the provisions hereinafter specified. To meet the needs of the City's on-going projects and by agreement of both parties this contract may be amended to extend the expiration date until December 31, 2020, or completion of work authorized under this agreement whichever is later.
- 8. <u>Ownership and Use of Documents</u>. All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City's use of the

documents, drawings, specifications, and other materials outside of the project intended.

9. <u>Independent Consultant</u>. The Consultant and the City agree that the Consultant is an Independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

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

10. **Indemnification/Hold Harmless**. Consultant shall defend, indemnify and hold the City its officers, officials, employees agents, representatives and volunteers ("Indemnified Parties") harmless from and against any and all claims, actions, liabilities, injuries, losses, expenses, and damages of any nature whatsoever including but not limited to injuries, sickness or death to persons and damage to property and suits including reasonable costs and attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement; PROVIDED that the Consultant will indemnify the Indemnified Parties for the concurrent negligence of the Indemnitor, and will indemnify the Indemnified Parties for the consultant agrees to be added by the City as a party to any mediation, arbitration, or litigation with third parties in which the City alleges indemnification or contribution from Indemnitor, and agrees that any of Consultant's authorized subcontractors so stipulate. To the extent any subcontractor does not so stipulate, Consultant shall be liable in place of such subcontractor(s).

The City shall notify Consultant in writing of the assertion of any claim against it for which it is entitled to be indemnified hereunder, and shall give Consultant the opportunity to defend such a claim, and shall not settle the claim without the written approval of the Consultant. If Consultant elects to defend such claim, Consultant shall have the sole and exclusive right to resolve and settle such claim, so long as the City is absolved of any and all liability.

With respect to obligations to hold harmless, indemnify and defend as provided herein, the Consultant agrees to waive Consultant's immunity under Industrial Insurance Title 51 RCW, for any injury, sickness or death suffered by the Consultant's employees that is caused by or arises out of the Consultant's negligence. This waiver is mutually agreed by the parties. IF THE CONSULTANT DOES NOT AGREE WITH THIS WAIVER, IT

MUST PROVIDE A WRITTEN NOTICE TO THE CITY PRIOR TO THE DATE OF EXECUTION OF THIS CONTRACT, OR THE CONSULTANT WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY. The obligations contained in this section shall survive expiration and termination of this Agreement.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent authorized under RCW 4.24.115.

11. Insurance.

The Consultant shall procure and maintain for the duration of the Agreement, insurance as required in this Section, without interruption from commencement of the Consultant's work through the term of this Agreement and for thirty (30) days following the termination or cancellation date, unless otherwise indicated herein.

A. No Limitation

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

B. Minimum Scope of Insurance

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

1. <u>Automobile Liability</u> insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be as least as broad as Insurance Services Office (ISO) form CA 00 01.

2. <u>Commercial General Liability</u> insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. <u>Workers' Compensation</u> coverage as required by the Industrial Insurance laws of the State of Washington.

4. <u>Professional Liability</u> insurance appropriate to the Consultant's profession.

C. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

D. Other Insurance Provision

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Notice of Cancellation

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

H. Failure to Maintain Insurance

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

I. City Full Availability of Consultant Limits

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

J. Subcontractors' Insurance

The Consultant shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. The Consultant shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an additional insured endorsement at least as broad as ISO CG 20 26 for ongoing operations.

12. <u>Record Keeping and Reporting</u>.

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.
- C. Consultant acknowledges that the City is a public entity subject to Washington State laws regarding Public Records and Open Public Meetings. Consultant agrees that unless otherwise explicitly provided herein, the City is authorized to produce all records related to this Agreement in response to public records requests received. The Consultant agrees to maintain, preserve and make available upon City request, in a format requested by the City, all records related to this Agreement for a period of no less than seven (7) years from the date of Agreement termination, or longer period as required to comply with Washington State Records Retention standards. The Consultant agrees to ensure that this records requirement is satisfied by any subcontractors, with this requirement to be explicitly set forth in a written agreement between the Consultant and subcontractor.
- D. Upon expiration, cancellation or termination of this Agreement for any reason, the City is entitled to receive, upon City request, all plans, specifications, reports and

other materials related to this Agreement and within the Consultant's possession or control, in electronic format or hard copies, as specified by the City, all of which shall be the property of the City to use at its discretion.

- E. The Consultant agrees to maintain current as-built documentation and provide the same to the City throughout the course of any project, and agrees that the City has the ability to withhold any payments due under this Agreement in the event the Consultant fails to keep as-built documentation current and copied to the City.
- 13. <u>Audits and Inspections</u>. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit as allowed by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.
- 14. <u>**Termination**</u>. This Agreement may at any time be terminated for any reason, with or without cause, by the City upon giving to the Consultant thirty (30) days' written notice of the City's intention to terminate the same. Individual approved scopes of work may be cancelled by 24 hours' notice to the Consultant. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Consultant will be paid for satisfactory work performed through the date of termination.

Notice of termination or cancellation shall be provided in the manner specified under the "Notice" section of this agreement.

- 15. **Discrimination Prohibited**. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap, or any other protected class.
- 16. <u>Assignment and Subcontract</u>. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
- 17. <u>Entire Agreement</u>. This Agreement and Exhibits A, B, and C contain the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.
- 18. <u>Notices</u>. Notice shall be by first class regular mail or by e-mail to the contacts specified below, and such contacts may only be changed through written notice to the other party.

Notice shall be deemed received either on the third business day following regular first class mailing (not including date of mailing in calculation), or on the day and time of e-mail transmittal. The designated representative for the City of Shelton is:

Craig Gregory; Public Works Director City of Shelton 525 West Cota Street Shelton, Washington 98584 Phone number: (360) 432-5125 Email: craig.gregory@sheltonwa.gov

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

Notices to the Consultant shall be sent to the designated representative at the following address:

Dominic J. Miller, PE Gray & Osborne, Inc. 2102 Carriage Dr. SW, Bldg. 1 Olympia, WA 98502 Phone number: (360) 292-7481 Email: <u>dmiller@g-o.com</u>

- 19. <u>Applicable Law; Venue; Attorneys' Fees</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Mason County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.
- 20. **<u>Representation of Consultant</u>**. The Consultant represents to the City that it has no conflict of interest in performing any of the services anticipated by this contract. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project or bar the Consultant from conflicting work under this contract.

- 21. <u>Invoice and Activity Report.</u> The Consultant shall provide an activity report with each invoice highlighting services provided during the billing period, upcoming activities, and emerging management issues.
- 22. <u>No Third Party Beneficiary.</u> This Agreement benefits only the Parties to the Agreement, and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature.
- 23. <u>Severability.</u> 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 shall not be affected thereby, and shall continue in full force and effect.

CONTRACT SIGNATURES

DATED this	da	y of,	2017.
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GRAY & OSBORNE, INC.

CITY OF SHELTON

By:___

By:_____

Gary H. Cronce, Mayor

Printed Name and Title:

Signature

Attest/Authenticated:

City Clerk

EXHIBIT A

City of Shelton and Gray & Osborne, Inc. On-Call Engineering Services

SCOPE OF SERVICES

1. Scope:

Consultant shall provide engineering services to the City of Shelton on an on-call basis. The general scope of services needed by the City of Shelton typically fall into, but are not limited to, the following categories:

- Design, review, coordination, administration, and construction engineering and technical support of Public Works projects by consultant from their office.
- Supplemental review of private development by consultant at their office. (Consultant will not review any private development project in which the consulting firm has provided services to the developer on that project.)

The general engineering and technical areas of service required by City may include, but are not limited to:

- Surveying and mapping
- Civil
- Geological/geotechnical
- Water/wastewater/storm water/drainage
- Street and roadway
- Transportation
- Site planning/permitting/development/plan review
- Environmental documentation
- CADD
- Utility services and rates analysis
- Construction plans and specifications
- Estimating
- Construction support

2. Authorization to proceed:

Consultant services shall be performed as directed by the City. Authorization shall be through the approval of individual scope and budgets prepared for each distinct project. Authorization to proceed on a task will be granted with the return of an approved scoping document.

EXHIBIT B City of Shelton and Gray & Osborne, Inc. On-Call Engineering Services City of Shelton Billing Voucher

To:	City of Shelton 525 West Cota Shelton, Washingto Phone: (360) 426-9 FAX: (360) 426-77	731		Submittal No.:	
Consu	ltant:			Telephone: ()	
Mailin	ng Address:				-
Projec	t Title:				
Contra	act Period:		Reporting P	Period:	
Amou	nt requested this inv	oice: \$			
Invoic	e Number:		_ Date of Invoice:	(Attach Invoice)	
	rized Signature				
BUDO	GET SUMMARY				
Total o	contract amount	\$			
Previo	ous payments	\$			
Curren	nt request	\$			
	requested this				
	ract to date	\$			
Balanc	ce remaining	\$			
	n contract.	-	-	project, which is funded by your City of	

For Department Use Only

Public Works Director

Date: _____

EXHIBIT C City of Shelton and Gray & Osborne, Inc. On-Call Engineering Services CITY OF SHELTON 525 West Cota Street Shelton, WA 98584 Phone: (360) 426-9731 FAX: (360) 426-7746

TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Shelton, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business.

Please complete the following information request form and return it to the City of Shelton before or along the submittal of the first billing voucher.

Please check the appropriate category:

Corporation Individual/Proprietor	
Tax Identification #:	
Social Security #:	
Print Name:	
Print Title:	
Business Name:	
Business Address:	
Business Phone:	
Business e-mail:	

2018-2020 On-Call Engineering Pool

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5	Gray & Osborne, Inc.	Dominic J. Miller, PE	Miller, PE dmiller@g-o.com	360/292-7481	360/292-7481 2102 Carriage St SW, Bldg 1	Olympia	
2 S(SCJ Alliance	Scott Sawyer	ericj@scjalliance.com	360/352-1465	360/352-1465 8730 Tallon Lane NE, Suite 200	Lacey	
3 Tr	Transpo Group	Jon Pascal	jon.pascal@transpogroup.com	425/821-3665	12131 113th Ave NE, Ste 203	Kirkland	
4	Skillings Connolly	Robert Connolly	rconnollv@skillings.com	360/491-3399	360/491-3399 5016 Lacev Blvd SE	Tacoma	

STOT SHELTOP 		CITY OF SHELTON COMMISSION BRIEFING REQUEST (Please Use Bolded Information Inserts)					
Brief Date: December 26, 2017 Action Date: January 2, 2018			rtment: ented By:	Public Works Craig Gregory			
APPROVED FOR COMMISSION PACKET:			PROGR	AM/PROJECT TITLE:	Action	Requested:	
ROUTI	E TO:	REVIEW	ED:		light Washington Grant ceptance		Ordinance
	Dept. Head						Resolution
	Finance Director			ATTACH	IMENTS:		Resolution
	Attorney				ight Washington Grant reement		Motion
	City Clerk			-		\boxtimes	Other
	City Manager						

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In November of this year, the City of Shelton Public Works Department applied for the Relight Washington Grant through the Transportation Improvement Board (TIB). The goal of Relight Washington is to lower energy use and operating costs by helping cities pay for the initial expense of making the conversion.

On December 14th, the City was notified that it was awarded \$266,913 in TIB Grant Funds. This grant will fund the ongoing conversion of old high pressure sodium (HPS) streetlights to LED lights. The City of Shelton and Mason PUD 3 have partnered to continue the streetlight conversion throughout Shelton. All the lights are owned and maintained by PUD 3.

So far, PUD 3 has upgraded over 500 HPS lights in the City to LED technology. There are approximately 250 streetlights left to replace. The average cost of updating one street light is \$346. The grant covers the cost of upgrading the remaining streetlights, and reimburses PUD 3 for previously converted streetlights. Under the terms of the Relight Washington program agreement, the grant money will be paid directly to Mason PUD 3.

ANALYSIS/OPTIONS/ALTERNATIVES:

BUDGET/FISCAL INFORMATION:

The savings from this grant is estimated to be \$38,110 annually for account 001-000-000-54263-4700. The current budget for this account is \$150,000.

PUBLIC INFORMATION REQUIREMENTS:

Any information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

City staff recommends: "I move to accept the Relight Washington Grant by authorizing the Mayor to sign the Relight Washington Grant Agreement and authorize the Finance Director to create a designated transportation account where the annual saving from this grant will be deposited".



Washington State Transportation Improvement Board Relight Washington Grant Agreement

<u>City of Shelton</u> <u>S-W-194(001)-1</u> <u>LED Streetlight Conversion</u>

STATE OF WASHINGTON TRANSPORTATION IMPROVEMENT BOARD AND City of Shelton GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the City of Shelton, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting ("Project") for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified city/town is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of Two Hundred Sixty Six Thousand Nine Hundred Thirteen AND NO/100 dollars (\$266,913) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 7.



4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in a to be determined payment plan.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work 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 cost to TIB, these records shall be provided when requested, including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 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.

7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.

9. DEFAULT AND TERMINATION



9.1 NON-COMPLIANCE

a) In the event TIB determines, in its sole discretion, 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) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section14.

c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.

d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold reimbursement 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.
- 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 progress payments until the requested corrections have been made or if the Agreement is terminated.

9.3 TERMINATION

a) In the event of default as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may 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 actions necessary as may be directed by TIB.

b) In the event of default and/or termination, 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 this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION OR SUSPENSION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate or suspend 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 Project work performed or costs incurred prior to the effective date of termination.



Washington State Transportation Improvement Board Relight Washington Grant Agreement

10. 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. The dispute resolution process outlined in this Section applies to dispute 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) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

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. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

13. ASSIGNMENT

Fuel Tax Agreement



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.

14. AMENDMENTS

This Agreement may be amended by mutual agreement 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.

15. 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.

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties.

RECIPIENT		Transportation Improvement Board		
Chief Executive Officer	Date	Executive Director Date		
Print Name		Print Name Approved as to Form By: <u>SIGNATURE ON FILE</u> ANN E. SALAY Senior Assistant Attorney General NOTE: Any changes to the terms of this Agreemen shall require further approval of the Office of the Attorney General		