



City of Shelton Commission Agenda
Shelton Civic Center
March 20, 2018 at 7:00 p.m.

A. Call to Order

- Pledge of Allegiance

B. Commission Reports

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 1) (Action)

1. Voucher Number 16873 in the amount of \$896.24
2. Voucher Number 16900 in the amount of \$11,132.59
3. Voucher Numbers 16901 through 16971 in the amount of \$326,271.67
4. Payroll Warrants numbered 1349 through 1493 and 16874 through 16894 in the amount of \$616,928.68
5. Minutes from Business Meeting of March 6, 2018

E. Business Agenda

1. Basin 3 Sewer Rehabilitation Material Testing Services – Presented by Public Works Director Craig Gregory (Tab 2)
2. Ordinance 1918-0318 Amending Section 15.28.120 SMC Water Service Appeals – Presented by Interim Finance Director Teri Schnitzer (Tab 3)
3. Ordinance 1919-0318 Amending Section 14.28.090 SMC Sewer Service Appeals – Presented by Interim Finance Director Teri Schnitzer (Tab 4)

F. Action Agenda (Public Comment on Action Items)

1. Resolution No. 1119-0318 Approving Special Use Permit for Mountain View Elementary School Replacement – Presented by Senior Planner Jason Dose (Tab 5)
2. Construction Support/Project Management – Presented by Public Works Director Craig Gregory (Tab 6)
3. Black Rock Bulk Supply – Presented by Public Works Director Craig Gregory (Tab 7)
4. Downtown Connector Design Contract Amendment – Presented by Public Works Director Craig Gregory (Tab 8)
5. 2018 Prosecution Services Contract – Presented by Interim City Manager Vicki Look (Tab 9)

G. Administration Reports

- City Manager Report – Presented by Interim City Manager Vicki Look
- Police Department Update – Presented by Police Chief Darrin Moody

H. Announcement of Next Meeting—April 3, 2018 at 7:00 p.m.

I. Adjourn



Looking Ahead

| Meeting Date | Agenda Items |
|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tuesday, April 3 7:00 p.m. | <u>Commission Reports</u> <ul style="list-style-type: none"> • <u>Business Agenda</u> <ul style="list-style-type: none"> • Sidewalk Café Ordinance • Supplemental Building Official Services Contract <u>Action Agenda</u> <ul style="list-style-type: none"> • Basin 3 Material Testing |
| Tuesday, April 17 7:00 p.m. | <u>Commission Reports</u> <ul style="list-style-type: none"> • Employee of the Month <u>Business Agenda</u> <ul style="list-style-type: none"> • WSP Latecomers Agreement Amendment • Mason County Garbage Contract Amendment • Design and Construction Standards Update <u>Action Agenda</u> <ul style="list-style-type: none"> • Sidewalk Café Ordinance • Supplemental Building Official Services Contract |
| Tuesday, May 1 7:00 p.m. | <u>Commission Reports</u> <ul style="list-style-type: none"> • <u>Business Agenda</u> <ul style="list-style-type: none"> • <u>Action Agenda</u> <ul style="list-style-type: none"> • WSP Latecomers Agreement Amendment • Mason County Garbage Contract Amendment • Design and Construction Standards Update |
| Tuesday, May 15 7:00 p.m. | <u>Commission Reports</u> <ul style="list-style-type: none"> • <u>Business Agenda</u> <ul style="list-style-type: none"> • <u>Action Agenda</u> <ul style="list-style-type: none"> • |
| Tuesday, June 5 7:00 p.m. | <u>Commission Reports</u> <ul style="list-style-type: none"> • <u>Business Agenda</u> <ul style="list-style-type: none"> • <u>Action Agenda</u> <ul style="list-style-type: none"> • |
| Tuesday, June 19 6:50 p.m. | <u>SMPD</u> <u>Vouchers</u> <u>Business Agenda</u> <ul style="list-style-type: none"> • <u>Action Agenda</u> <ul style="list-style-type: none"> • <u>Administration Report</u> |

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 16873 through number 16873 in the amount of \$896.24 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 5th of March, 2018.



Interim 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 _____, 2018.

Mayor Cronic

Commissioner McDowell

Commissioner Dorcy



Shelton, WA

Check Register

Packet: APPKT00780 - March 5, 2018 - Shelton PD - John
Makeviney Pmt

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-------------------------------------------|----------------|--------------|--------------|-----------------|----------------|--------|
| Bank Code: APBNK -Warrants-APBNK-Warrants | | | | | | |
| VEN01607 | JOHN MAKEVINEY | 03/05/2018 | Regular | 0.00 | 896.24 | 16873 |

Bank Code APBNK -Warrants Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|------------------|------------------|-------------|---------------|
| Regular Checks | 1 | 1 | 0.00 | 896.24 |
| 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 |
| | 1 | 1 | 0.00 | 896.24 |

Fund Summary

| Fund | Name | Period | Amount |
|------|-------------|--------|---------------|
| 999 | Pooled Cash | 3/2018 | 896.24 |
| | | | <u>896.24</u> |



Shelton, WA

Check Register

Packet: APPKT00780 - March 5, 2018 - Shelton PD - John
Makeviney Pmt

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-------------------------------------------|----------------|---------------|------------------------------------|-----------------------|----------------|--------|
| Bank Code: APBNK -Warrants-APBNK-Warrants | | | | | | |
| VEN01607 | JOHN MAKEVINEY | 03/05/2018 | Regular | 0.00 | 896.24 | 16873 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| <u>18CV00209</u> | Invoice | 03/02/2018 | IMPOUND HEARING OF VEHICLE #B97646 | 0.00 | 896.24 | |
| <u>001-000-000-52122-4900</u> | | Miscellaneous | | IMPOUND HEARING OF VE | 896.24 | |

Bank Code APBNK -Warrants Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|------------------|------------------|-------------|---------------|
| Regular Checks | 1 | 1 | 0.00 | 896.24 |
| 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 |
| | 1 | 1 | 0.00 | 896.24 |


Fund Summary

| Fund | Name | Period | Amount |
|-------------|-------------|---------------|---------------|
| 999 | Pooled Cash | 3/2018 | 896.24 |
| | | | <hr/> 896.24 |

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 16900 through number 16900 in the amount of \$11,132.59 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 12th of March, 2018.



Interim 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 _____, 2018.

Mayor Cronicc

Commissioner McDowell

Commissioner Dorcy



Shelton, WA

Check Register

Packet: APPKT00785 - March 12, 2018 - Key2Purchase
FEB/2018 stmt pmt

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-------------------------------------------|--------------|--------------|--------------|-----------------|----------------|--------|
| Bank Code: APBNK -Warrants-APBNK-Warrants | | | | | | |
| VEN01232 | KEY2PURCHASE | 03/12/2018 | Regular | 0.00 | 11,132.59 | 16900 |

Bank Code APBNK -Warrants Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|------------------|
| Regular Checks | 1 | 1 | 0.00 | 11,132.59 |
| 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 | 11,132.59 |

Fund Summary

| Fund | Name | Period | Amount |
|------|-------------|--------|------------------|
| 999 | Pooled Cash | 3/2018 | 11,132.59 |
| | | | <u>11,132.59</u> |



Shelton, WA

Check Register

Packet: APPKT00785 - March 12, 2018 - Key2Purchase
FEB/2018 stmt pmt

By Check Number

Check Register

Packet: APPKT00785-March 12, 2018 - Key2Purchase FEB/2018 stmt pmt

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-------------------------------------------|----------------------------|---------------------|-------------------------------------|-----------------|----------------|--------|
| Bank Code: APBNK -Warrants-APBNK-Warrants | | | | | | |
| VEN01232 | KEY2PURCHASE | 03/12/2018 | Regular | 0.00 | 11,132.59 | 16900 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| <u>FEB/2018</u> | Invoice | 02/28/2018 | FEB/2018 CITY CREDIT CARD STATEMENT | 0.00 | 11,132.59 | |
| <u>001-000-000-51160-4900</u> | Miscellaneous | | 02/13/18-THE STRIP STEA | 60.15 | | |
| <u>001-000-000-51421-4907</u> | Miscellaneous-Utility-Trai | | 02/22/18-ACT*MRSC REGI | 4.55 | | |
| <u>001-000-000-51423-4900</u> | Miscellaneous | | 02/12/18-EXPEDITE FEE | 20.00 | | |
| <u>001-000-000-51423-4907</u> | Miscellaneous-Training | | 02/22/18-ACT*MRSC REGI | 30.45 | | |
| <u>001-000-000-51430-4907</u> | Miscellaneous-Clerk-Trai | | 02/15/18-WAPRO CERTIFI | 100.00 | | |
| <u>001-000-000-51430-4907</u> | Miscellaneous-Clerk-Trai | | 02/05/18-CREDIT AWC Gr | -75.00 | | |
| <u>001-000-000-51530-4900</u> | Legal-Miscellaneous | | 01/18/18-PROV CR PAYPA | -189.00 | | |
| <u>001-000-000-51530-4900</u> | Legal-Miscellaneous | | 02/21/18-ACT-WSAMA 20 | 245.00 | | |
| <u>001-000-000-51888-4900</u> | Miscellaneous | | 02/01/18 UPS SHIPPING T | 5.80 | | |
| <u>001-000-000-51888-4900</u> | Miscellaneous | | 02/01/18 UPS SHIPPING T | 32.96 | | |
| <u>001-000-000-51895-3100</u> | Office and Operating | | 02/15/18-VISTAPRINT BUS | 13.88 | | |
| <u>001-000-000-52122-3100</u> | Office and Operating | | 02/14/18-AMAZON HAZM | 8.41 | | |
| <u>001-000-000-52122-3100</u> | Office and Operating | | 02/14/18-AMAZON MISC. | 207.30 | | |
| <u>001-000-000-52122-3100</u> | Office and Operating | | 02/14/18-AMAZON GEOR | 48.78 | | |
| <u>001-000-000-52122-3100</u> | Office and Operating | | 02/02/18-AMAZON MKTPL | 216.34 | | |
| <u>001-000-000-52122-3100</u> | Office and Operating | | 02/01/18-AMAZON MKTPL | 8.08 | | |
| <u>001-000-000-52122-3100</u> | Office and Operating | | 02/27/18-AMAZON MKTPL | 113.94 | | |
| <u>001-000-000-52122-3100</u> | Office and Operating | | 02/27/18-AMAZON MKTPL | 139.98 | | |
| <u>001-000-000-52122-3100</u> | Office and Operating | | 02/23/18-AMAZON MISC. | 243.00 | | |
| <u>001-000-000-52122-3110</u> | Office & Operating-Auto | | 02/03/18-FACTORYOUTLE | 222.99 | | |
| <u>001-000-000-52122-3110</u> | Office & Operating-Auto | | 02/12/18-SUMMIT RACIN | 291.88 | | |
| <u>001-000-000-52122-3507</u> | Sm Tools/Minor Equip-Gr | | 02/12/18-ALCOPRO SENS | 1,135.62 | | |
| <u>001-000-000-52122-3507</u> | Sm Tools/Minor Equip-Gr | | 02/14/18-GALLS KUSTOM | 1,726.40 | | |
| <u>001-000-000-52122-4800</u> | Repairs and Maintenance | | 02/16/18-HEARTLAND CU | 429.14 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/08/18-SQUARE ACADE | 5.79 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/22/18-BEST WESTERN | 317.88 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/20/18-SHELL OIL FUEL | 46.73 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/13/18-SHELL OIL HECT | 30.00 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/07/18-SQUARE ACADE | 5.98 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/07/18-SQUARE ACADE | 4.43 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/12/18-LAQUINTA INNS | 543.90 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/07/18-SQUARE ACADE | 11.63 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/07/18-SHELL OIL FUEL | 30.00 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/14/18-LA QUINTA INSS | -84.30 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/10/18-SUBWAY HECTO | 8.55 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/09/18-SQUARE ACADE | 5.53 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/08/18 SHARP'S ALE HO | 25.02 | | |
| <u>001-000-000-52140-4302</u> | Travel-PD Operations | | 02/06/18 SHARP'S ALE HO | 25.59 | | |
| <u>001-000-000-52140-4902</u> | Miscellaneous-Operation | | 02/22/18-SQUARE-CALIFO | 437.75 | | |
| <u>001-000-000-52360-3100</u> | Office and Operating | | 01/31/18 SIRENNET - DYA | 360.87 | | |
| <u>001-000-000-54271-3100</u> | Office and Operating | | 02/13/18-TRACTOR SUPPL | 173.51 | | |
| <u>001-000-000-55850-3100</u> | Office and Operating | | 02/15/18-INT'L CODE COU | 577.34 | | |
| <u>001-000-000-55850-3100</u> | Office and Operating | | 02/07/18-INT'L CODE COU | 279.45 | | |
| <u>001-000-000-55850-3100</u> | Office and Operating | | 02/15/18-VISTAPRINT BUS | 13.88 | | |
| <u>001-000-000-55850-4307</u> | Travel-Training | | 02/06/18-INT'L CODE COU | 1,463.00 | | |
| <u>001-000-000-55850-4907</u> | Miscellaneous-Training | | 02/06/18-WABO MEMBER | 95.00 | | |
| <u>001-000-000-57680-3100</u> | Office and Operating | | 01/31/18-AMAZON MUTT | 80.52 | | |
| <u>001-000-000-57680-4307</u> | Travel-Training | | 02/26/18-EXPEDIA RESESR | 432.44 | | |
| <u>401-000-000-53480-3100</u> | Office and Operating | | 02/16/18-CASH & CARRY I | 102.36 | | |
| <u>401-000-000-53480-3100</u> | Office and Operating | | 02/15/18-VISTAPRINT BUS | 13.86 | | |
| <u>401-000-000-53480-4900</u> | Miscellaneous | | 02/21/18-MASON CO PUB | 13.43 | | |
| <u>401-000-000-53480-4900</u> | Miscellaneous | | 02/21/18-MASON CO PUB | 537.00 | | |
| <u>401-000-000-53480-4907</u> | Miscellaneous-Training | | 02/21/18-GREEN RIVER C | 315.00 | | |
| <u>402-400-000-53580-3100</u> | Office and Operating | | 02/15/18-VISTAPRINT BUS | 13.88 | | |
| <u>503-000-000-54865-3203</u> | Fuel-Outside Purchase | | 02/13/18-TRACTOR SUPPL | 59.39 | | |

Check Register

Packet: APPKT00785-March 12, 2018 - Key2Purchase FEB/2018 stmt pmt

| | | | | | | |
|------------------------|-----------------------|--------------|------------------------|-----------------|----------------|--------|
| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
| 503-000-000-54865-3203 | Fuel-Outside Purchase | | 02/13/18-TRACTOR SUPPL | | 146.53 | |

Bank Code APBNK - Warrants Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|------------------|------------------|-------------|------------------|
| Regular Checks | 1 | 1 | 0.00 | 11,132.59 |
| 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 | 11,132.59 |

Fund Summary

| Fund | Name | Period | Amount |
|------|-------------|--------|------------------|
| 999 | Pooled Cash | 3/2018 | 11,132.59 |
| | | | <u>11,132.59</u> |

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 16901 through number 16971 in the amount of \$326,271.67 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 15th of March, 2018.


Interim 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 _____, 2018.

Mayor Cronic

Commissioner McDowell

Commissioner Dorcy



Shelton, WA

Check Register

Packet: APPKT00789 - March 20, 2018 - Payables "B" Packet

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|--------------------------------------------------|--------------------------------|--------------|--------------|-----------------|----------------|--------|
| Bank Code: APBNK -Warrants-APBNK-Warrants | | | | | | |
| 000405 | A WORKSAFE SERVICE, INC. | 03/20/2018 | Regular | 0.00 | 95.00 | 16901 |
| 000050 | AAA SEPTIC LLC | 03/20/2018 | Regular | 0.00 | 80.00 | 16902 |
| 000935 | ADAMSON INDUSTRIES CORP. | 03/20/2018 | Regular | 0.00 | 51.95 | 16903 |
| VEN01613 | ADAMSON POLICE PRODUCTS | 03/20/2018 | Regular | 0.00 | 3,280.00 | 16904 |
| 001010 | ADVANCED AUTOMOTIVE SVCS | 03/20/2018 | Regular | 0.00 | 651.58 | 16905 |
| 001039 | AIRGAS, INC | 03/20/2018 | Regular | 0.00 | 428.45 | 16906 |
| 001048 | ALLBEST GLOVE COMPANY | 03/20/2018 | Regular | 0.00 | 137.28 | 16907 |
| 001480 | ALPINE PRODUCTS INC. | 03/20/2018 | Regular | 0.00 | 2,566.94 | 16908 |
| VEN01610 | ANDREA POLLARD | 03/20/2018 | Regular | 0.00 | 420.00 | 16909 |
| 002515 | APSCO, LLC | 03/20/2018 | Regular | 0.00 | 17,748.00 | 16910 |
| 002520 | AUS WEST LOCKBOX | 03/20/2018 | Regular | 0.00 | 163.15 | 16911 |
| 003650 | BAYSIDE REDI-MIX, LLC | 03/20/2018 | Regular | 0.00 | 97.92 | 16912 |
| 004978 | BRENT DEHNING | 03/20/2018 | Regular | 0.00 | 203.00 | 16913 |
| 005900 | CAPITAL BUSINESS MACHINES | 03/20/2018 | Regular | 0.00 | 904.70 | 16914 |
| 108679 | CENTRAL MASON FIRE AND EMS | 03/20/2018 | Regular | 0.00 | 99,688.83 | 16915 |
| 007570 | CIT TECHNOLOGY | 03/20/2018 | Regular | 0.00 | 266.57 | 16916 |
| 008733 | CRIMINAL JUSTICE TRAINING COMM | 03/20/2018 | Regular | 0.00 | 285.00 | 16917 |
| 008800 | CUT-RATE AUTO PARTS | 03/20/2018 | Regular | 0.00 | 127.50 | 16918 |
| 009251 | DATA PROSE | 03/20/2018 | Regular | 0.00 | 2,028.30 | 16919 |
| 009351 | DELAGE LANDEN FINANCIAL SVCS | 03/20/2018 | Regular | 0.00 | 661.64 | 16920 |
| 009422 | DELL MARKETING L.P. | 03/20/2018 | Regular | 0.00 | 744.13 | 16921 |
| 009878 | DOMINGO MARTINEZ | 03/20/2018 | Regular | 0.00 | 248.00 | 16922 |
| VEN01592 | EDGAR JERONIMO PABLO | 03/20/2018 | Regular | 0.00 | 405.00 | 16923 |
| 020750 | EXTREME AUTO | 03/20/2018 | Regular | 0.00 | 225.68 | 16924 |
| 023100 | FBI - LEEDA | 03/20/2018 | Regular | 0.00 | 650.00 | 16925 |
| 023108 | FCS GROUP | 03/20/2018 | Regular | 0.00 | 527.50 | 16926 |
| 032692 | GARY CRONCE | 03/20/2018 | Regular | 0.00 | 133.85 | 16927 |
| VEN01612 | GENSCO, INC. | 03/20/2018 | Regular | 0.00 | 51.27 | 16928 |
| 053987 | GENUINE PARTS CO/ NAPA | 03/20/2018 | Regular | 0.00 | 187.29 | 16929 |
| 038820 | GILLIS AUTO CENTER, INC. | 03/20/2018 | Regular | 0.00 | 151.02 | 16930 |
| VEN01299 | GRAY & OSBORNE | 03/20/2018 | Regular | 0.00 | 99,480.07 | 16931 |
| 045000 | H.D. FOWLER COMPANY | 03/20/2018 | Regular | 0.00 | 218.00 | 16932 |
| 045150 | HACH COMPANY | 03/20/2018 | Regular | 0.00 | 845.53 | 16933 |
| 053992 | HOOD CANAL COMMUNICATIONS | 03/20/2018 | Regular | 0.00 | 3,173.27 | 16934 |
| VEN01611 | JOHN B. POWELL, PHD | 03/20/2018 | Regular | 0.00 | 1,000.00 | 16935 |
| VEN01313 | JOHN SEM | 03/20/2018 | Regular | 0.00 | 25.84 | 16936 |
| VEN01614 | JORDINE MORINE | 03/20/2018 | Regular | 0.00 | 50.00 | 16937 |
| 080980 | KENNEDY CREEK QUARRY | 03/20/2018 | Regular | 0.00 | 1,223.39 | 16938 |
| 085995 | LANGUAGE LINE SERVICES | 03/20/2018 | Regular | 0.00 | 110.92 | 16939 |
| 194000 | LEROY T. VALLEY | 03/20/2018 | Regular | 0.00 | 56.00 | 16940 |
| 108850 | MASON COUNTY GARBAGE CO.-A V | 03/20/2018 | Regular | 0.00 | 1,579.07 | 16941 |
| 187000 | MASON COUNTY JOURNAL | 03/20/2018 | Regular | 0.00 | 821.25 | 16942 |
| 113004 | MASON COUNTY SOLID WASTE-LAN | 03/20/2018 | Regular | 0.00 | 38,438.41 | 16943 |
| VEN01571 | MCCARTNEY ELECTRIC, LLC | 03/20/2018 | Regular | 0.00 | 459.37 | 16944 |
| VEN01280 | MICHAEL ALBAUGH | 03/20/2018 | Regular | 0.00 | 87.00 | 16945 |
| 132235 | MOUNTAIN MIST WATER | 03/20/2018 | Regular | 0.00 | 152.24 | 16946 |
| VEN01497 | MY PAINTED HEART | 03/20/2018 | Regular | 0.00 | 87.04 | 16947 |
| 142952 | NCL OF WISCONSIN, INC. | 03/20/2018 | Regular | 0.00 | 556.19 | 16948 |
| 142965 | NORTHSTAR CHEMICAL, INC | 03/20/2018 | Regular | 0.00 | 3,531.65 | 16949 |
| 146933 | OFFICE DEPOT | 03/20/2018 | Regular | 0.00 | 1,376.37 | 16950 |
| 151000 | P. U. D. # 3 | 03/20/2018 | Regular | 0.00 | 8,500.00 | 16951 |
| 151000 | P. U. D. # 3 | 03/20/2018 | Regular | 0.00 | 6,914.59 | 16952 |
| 151975 | PIERCE COUNTY SECURITY, INC | 03/20/2018 | Regular | 0.00 | 190.40 | 16953 |
| 098000 | PROBUILD COMPANY LLC | 03/20/2018 | Regular | 0.00 | 145.40 | 16954 |

Check Register

Packet: APPKT00789-March 20, 2018 - Payables "B" Packet

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---------------|---------------------------------|--------------|--------------|-----------------|----------------|--------|
| 165704 | R & D SUPPLY | 03/20/2018 | Regular | 0.00 | 491.77 | 16955 |
| VEN01458 | SARA CHILDERS-POLICE PETTY CASH | 03/20/2018 | Regular | 0.00 | 34.65 | 16956 |
| 200531 | SHELTON MAIL & SHIP | 03/20/2018 | Regular | 0.00 | 18.28 | 16957 |
| 190240 | SITE RESPONSE LLC | 03/20/2018 | Regular | 0.00 | 356.98 | 16958 |
| 196341 | STEVEN R. BUZZARD | 03/20/2018 | Regular | 0.00 | 47.87 | 16959 |
| VEN01334 | SUEZ TREATMENT SOLUTIONS INC. | 03/20/2018 | Regular | 0.00 | 1,792.49 | 16960 |
| VEN01578 | SUMMIT LAW GROUP | 03/20/2018 | Regular | 0.00 | 4,593.50 | 16961 |
| 178252 | TASCHNER & ASSOCIATES, PLLC | 03/20/2018 | Regular | 0.00 | 7,000.00 | 16962 |
| 201300 | TOZIER TRUE VALU HARDWARE | 03/20/2018 | Regular | 0.00 | 449.57 | 16963 |
| VEN01608 | TUNDRA MECHANICAL LLC | 03/20/2018 | Regular | 0.00 | 222.37 | 16964 |
| 202195 | U.S. BANK N.A.-CUSTODY | 03/20/2018 | Regular | 0.00 | 22.00 | 16965 |
| 202392 | VERIZON WIRELESS | 03/20/2018 | Regular | 0.00 | 2,233.71 | 16966 |
| 202400 | VERLE'S SPORTS CENTER | 03/20/2018 | Regular | 0.00 | 86.79 | 16967 |
| 203115 | WALMART COMMUNITY/GEMB | 03/20/2018 | Regular | 0.00 | 139.23 | 16968 |
| 203780 | WATER MGMNT LABORATORIES INC | 03/20/2018 | Regular | 0.00 | 89.00 | 16969 |
| 203900 | WESMAR COMPANY, INC | 03/20/2018 | Regular | 0.00 | 461.91 | 16970 |
| 155563 | YOUNGLOVE & COKER-PLLC | 03/20/2018 | Regular | 0.00 | 6,000.00 | 16971 |

Bank Code APBNK -Warrants Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 146 | 71 | 0.00 | 326,271.67 |
| 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 |
| | 146 | 71 | 0.00 | 326,271.67 |

Fund Summary

| Fund | Name | Period | Amount |
|------|-------------|--------|-------------------|
| 999 | Pooled Cash | 3/2018 | 326,271.67 |
| | | | <u>326,271.67</u> |



Shelton, WA

Check Register

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By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|--------------------------------------------|---------------------------|----------------------------|---------------------------------------|------------------------|-----------------------|--------|
| Bank Code: APBNK - Warrants-APBNK-Warrants | | | | | | |
| 000405 | A WORKSAFE SERVICE, INC. | 03/20/2018 | Regular | 0.00 | 95.00 | 16901 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 254975 | Invoice | 02/28/2018 | 02/09/18 - ON SITE FEE | 0.00 | 95.00 | |
| 001-000-000-54290-4102 | Prof Serv-Drug Testing Pr | | 02/09/18 - ON SITE FEE | | 95.00 | |
| 000050 | AAA SEPTIC LLC | 03/20/2018 | Regular | 0.00 | 80.00 | 16902 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 17-102602-1 | Invoice | 06/01/2017 | PORTA POTTY RENTAL @ CATALYST PARK | 0.00 | 80.00 | |
| 001-000-000-57680-4500 | Operating Rentals | | PORTA POTTY RENTAL @ C | | 80.00 | |
| 000935 | ADAMSON INDUSTRIES CORP. | 03/20/2018 | Regular | 0.00 | 51.95 | 16903 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 139174 | Invoice | 02/28/2018 | CUST ID #SHE WA PD-FACE PLATE - CAR # | 0.00 | 51.95 | |
| 001-000-000-52122-3110 | Office & Operating-Auto | | CUST ID #SHE WA PD-FACE | | 51.95 | |
| VEN01613 | ADAMSON POLICE PRODUCTS | 03/20/2018 | Regular | 0.00 | 3,280.00 | 16904 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| INV266964 | Invoice | 02/22/2018 | CUST #WAS116-FX MARKING CARTRIDGE | 0.00 | 534.00 | |
| 001-000-000-52140-3100 | Office and Operating-Trai | | CUST #WAS116-FX MARKI | | 534.00 | |
| INV267131 | Invoice | 02/26/2018 | CUST #CO-DEPT-CONVERSION KIT GLOCK, | 0.00 | 2,746.00 | |
| 001-000-000-52140-3100 | Office and Operating-Trai | | CUST #CO-DEPT-CONVERSI | | 2,746.00 | |
| 001010 | ADVANCED AUTOMOTIVE SVCS | 03/20/2018 | Regular | 0.00 | 651.58 | 16905 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 56402 | Invoice | 02/26/2018 | CUST ID #1090-TRAILER BREAK AWAY KIT | 0.00 | 407.99 | |
| 503-000-000-54865-4802 | Repairs and Maintenance | | CUST ID #1090-TRAILER BR | | 407.99 | |
| 56416 | Invoice | 02/27/2018 | CUST ID #1090-CRIMP CONNECTOR REPAI | 0.00 | 243.59 | |
| 503-000-000-54865-4802 | Repairs and Maintenance | | CUST ID #1090-CRIMP CO | | 243.59 | |
| 001039 | AIRGAS, INC | 03/20/2018 | Regular | 0.00 | 428.45 | 16906 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 9072865467 | Invoice | 02/14/2018 | ACCT #2343753-MSK RESPY DSPBL N95 A | 0.00 | 428.45 | |
| 402-400-000-53580-3100 | Office and Operating | | ACCT #2343753-MSK RESP | | 428.45 | |
| 001048 | ALLBEST GLOVE COMPANY | 03/20/2018 | Regular | 0.00 | 137.28 | 16907 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 144009 | Invoice | 02/23/2018 | X-LARGE BLACK NINJA ICE FULLY COATED | 0.00 | 137.28 | |
| 402-400-000-53580-3100 | Office and Operating | | X-LARGE BLACK NINJA ICE | | 137.28 | |
| 001480 | ALPINE PRODUCTS INC. | 03/20/2018 | Regular | 0.00 | 2,566.94 | 16908 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| TM-173936 | Invoice | 03/01/2018 | PO #0014-TIP GUARDS, SPRAY TIPS, PUM | 0.00 | 2,566.94 | |
| 503-000-000-54865-3102 | Oper Supplies-Parts | | PO #0014-TIP GUARDS, SP | | 2,566.94 | |
| VEN01610 | ANDREA POLLARD | 03/20/2018 | Regular | 0.00 | 420.00 | 16909 |

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| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|---------------------------|---------------------|------------------------------------|-----------------|----------------|--------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 549 | Invoice | 02/28/2018 | FLAGGING CLASS ON 02/28/18 | 0.00 | 420.00 | |
| 001-000-000-54290-4907 | Miscellaneous-Training | | FLAGGING CLASS ON 02/2 | 60.00 | | |
| 001-000-000-57680-4907 | Miscellaneous-Training | | FLAGGING CLASS ON 02/2 | 60.00 | | |
| 401-000-000-53480-4907 | Miscellaneous-Training | | FLAGGING CLASS ON 02/2 | 60.00 | | |
| 402-300-000-53580-4907 | Miscellaneous-Training | | FLAGGING CLASS ON 02/2 | 180.00 | | |
| 404-000-000-53180-4907 | Miscellaneous-Training | | FLAGGING CLASS ON 02/2 | 60.00 | | |
| 002515 | APSCO, LLC | 03/20/2018 | Regular | 0.00 | 17,748.00 | 16910 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 20299 | Invoice | 01/31/2018 | LABOR TO REPAIR MODEL #CLCESR | 0.00 | 2,978.40 | |
| 402-400-000-53580-4800 | Repairs and Maintenance | | LABOR TO REPAIR MODEL | 2,978.40 | | |
| 20300 | Invoice | 01/31/2018 | LABOR TO REPAIR MODEL #E8K-HD-EEXW | 0.00 | 4,977.60 | |
| 402-400-000-53580-4800 | Repairs and Maintenance | | LABOR TO REPAIR MODEL | 4,977.60 | | |
| 20301 | Invoice | 01/31/2018 | LABOR TO REPAIR MODEL #H5K-S-HEUC4 | 0.00 | 9,792.00 | |
| 402-400-000-53580-4800 | Repairs and Maintenance | | LABOR TO REPAIR MODEL | 9,792.00 | | |
| 002520 | AUS WEST LOCKBOX | 03/20/2018 | Regular | 0.00 | 163.15 | 16911 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 1990588509 | Invoice | 03/06/2018 | ACCT #792105973 - LAUNDRY SERVICES | 0.00 | 35.52 | |
| 402-400-000-53580-4900 | Miscellaneous | | ACCT #792105973 - LAUN | 35.52 | | |
| 1990599643 | Invoice | 02/28/2018 | ACCT #792105972 - LAUNDRY SERVICES | 0.00 | 92.11 | |
| 401-000-000-53480-4901 | Miscellaneous - Shop | | ACCT #792105972 - LAUN | 92.11 | | |
| 1990599645 | Invoice | 02/28/2018 | ACCT #792105973 - LAUNDRY SERVICES | 0.00 | 35.52 | |
| 402-400-000-53580-4900 | Miscellaneous | | ACCT #792105973 - LAUN | 35.52 | | |
| 003650 | BAYSIDE REDI-MIX, LLC | 03/20/2018 | Regular | 0.00 | 97.92 | 16912 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 12270 | Invoice | 02/14/2018 | 1.5 YARDS CDF CONCRETE | 0.00 | 97.92 | |
| 401-000-000-53480-3100 | Office and Operating | | 1.5 YARDS CDF CONCRETE | 97.92 | | |
| 004978 | BRENT DEHNING | 03/20/2018 | Regular | 0.00 | 203.00 | 16913 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| TRAVEL | Invoice | 02/20/2018 | TRAVEL REIMBURSEMENT-FORCE ENCOU | 0.00 | 203.00 | |
| 001-000-000-52140-4302 | Travel-PD Operations | | TRAVEL REIMBURSEMENT- | 203.00 | | |
| 005900 | CAPITAL BUSINESS MACHINES | 03/20/2018 | Regular | 0.00 | 904.70 | 16914 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| CNIN830409 | Invoice | 02/09/2018 | CONTRACT #10114 SHARP #MX-5141N 01 | 0.00 | 547.81 | |
| 001-000-000-51160-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 135.29 | | |
| 001-000-000-51310-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 6.18 | | |
| 001-000-000-51421-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 5.16 | | |
| 001-000-000-51423-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 19.16 | | |
| 001-000-000-51430-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 1.51 | | |
| 001-000-000-51810-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 0.48 | | |
| 001-000-000-51830-4500 | Operating Rental | | CONTRACT #10114 SHARP | 17.85 | | |
| 001-000-000-51888-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 21.92 | | |
| 001-000-000-51896-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 183.23 | | |
| 001-000-000-55860-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 141.04 | | |
| 001-000-000-57320-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 0.68 | | |
| 001-000-000-57680-4500 | Operating Rentals | | CONTRACT #10114 SHARP | 15.31 | | |
| CNIN832674 | Invoice | 03/07/2018 | CONTRACT #10113 SHARP #MX-M620N 0 | 0.00 | 27.03 | |
| 001-000-000-51160-4500 | Operating Rentals | | CONTRACT #10113 SHARP | 1.87 | | |

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| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-------------------------------|--------------------------------|--------------|---------------------------------------|--------------------------|----------------|-----------|
| <u>001-000-000-51310-4500</u> | Operating Rentals | | CONTRACT #10113 SHARP | 0.56 | | |
| <u>001-000-000-51421-4500</u> | Operating Rentals | | CONTRACT #10113 SHARP | 1.17 | | |
| <u>001-000-000-51423-4500</u> | Operating Rentals | | CONTRACT #10113 SHARP | 22.86 | | |
| <u>001-000-000-51810-4500</u> | Operating Rentals | | CONTRACT #10113 SHARP | 0.01 | | |
| <u>001-000-000-51888-4500</u> | Operating Rentals | | CONTRACT #10113 SHARP | 0.00 | | |
| <u>001-000-000-51896-4500</u> | Operating Rentals | | CONTRACT #10113 SHARP | 0.56 | | |
| <u>001-000-000-55860-4500</u> | Operating Rentals | | CONTRACT #10113 SHARP | 0.00 | | |
| CNIN832675 | Invoice | 03/07/2018 | CONTRACT #10114 SHARP #MX-5141N 02 | 0.00 | 329.86 | |
| <u>001-000-000-51160-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 81.48 | | |
| <u>001-000-000-51310-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 3.73 | | |
| <u>001-000-000-51421-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 3.10 | | |
| <u>001-000-000-51423-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 11.55 | | |
| <u>001-000-000-51430-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 0.92 | | |
| <u>001-000-000-51810-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 0.30 | | |
| <u>001-000-000-51830-4500</u> | Operating Rental | | CONTRACT #10114 SHARP | 10.75 | | |
| <u>001-000-000-51888-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 13.19 | | |
| <u>001-000-000-51896-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 110.34 | | |
| <u>001-000-000-55860-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 84.94 | | |
| <u>001-000-000-57320-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 0.40 | | |
| <u>001-000-000-57680-4500</u> | Operating Rentals | | CONTRACT #10114 SHARP | 9.16 | | |
| 108679 | CENTRAL MASON FIRE AND EMS | 03/20/2018 | Regular | 0.00 | 99,688.83 | 16915 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 342 | Invoice | 03/01/2018 | CUST #1577-CPR TRAINING | 02/23/18 & 0 | 0.00 | 700.00 |
| <u>001-000-000-52140-4902</u> | Miscellaneous-Operation | | | CUST #1577-CPR TRAININ | | 700.00 |
| MAR/2018 | Invoice | 03/01/2018 | MAR/2018 FIRE SERVICES | | 0.00 | 98,988.83 |
| <u>001-000-000-52220-5103</u> | Prof FF Services - Fire Dist | | | MAR/2018 FIRE SUPPRESSI | | 71,116.62 |
| <u>001-000-000-52221-5103</u> | Prof EMS Services - Fire D | | | MAR/2018 EMERGENCY M | | 23,705.54 |
| <u>001-000-000-52230-5103</u> | Prof Svcs Fire Prevention | | | MAR/2018 FIRE PREVENTI | | 4,166.67 |
| 007570 | CIT TECHNOLOGY | 03/20/2018 | Regular | 0.00 | 266.57 | 16916 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| MAR/2018 | Invoice | 03/01/2018 | CUST #2000176406-SHARP | #MX-M565N | 0.00 | 266.57 |
| <u>001-000-000-51250-4500</u> | Operating Rentals | | | CUST #2000176406-SHARP | | 253.24 |
| <u>001-000-000-52360-4500</u> | Operating Rentals | | | CUST #2000176406-SHARP | | 13.33 |
| 008733 | CRIMINAL JUSTICE TRAINING COMM | 03/20/2018 | Regular | 0.00 | 285.00 | 16917 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 201129779 | Invoice | 03/01/2018 | ACCT #22301-001-LAWSON, MORAN, TAY | | 0.00 | 285.00 |
| <u>001-000-000-52140-4902</u> | Miscellaneous-Operation | | | ACCT #22301-001-LAWSO | | 285.00 |
| 008800 | CUT-RATE AUTO PARTS | 03/20/2018 | Regular | 0.00 | 127.50 | 16918 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 300097325 | Invoice | 02/23/2018 | CUST #34491 - LAMP HARNESS-CAR #99 | | 0.00 | 10.76 |
| <u>001-000-000-52122-3110</u> | Office & Operating-Auto | | | CUST #34491 - LAMP HAR | | 10.76 |
| 300097772 | Invoice | 02/26/2018 | CUST #34491 - ZEREX GOS ANTI-FREEZE-C | | 0.00 | 15.66 |
| <u>001-000-000-52122-3110</u> | Office & Operating-Auto | | | CUST #34491 - ZEREX GOS | | 15.66 |
| 300099014 | Invoice | 03/06/2018 | CUST #34491 - TURNING ROTOR-CAR #80 | | 0.00 | 76.31 |
| <u>001-000-000-52122-3110</u> | Office & Operating-Auto | | | CUST #34491 - TURNING R | | 76.31 |
| 300099096 | Invoice | 03/07/2018 | CUST #34491 - LUBE, LIGHTS/BULBS-CAR | | 0.00 | 24.77 |
| <u>001-000-000-52122-3110</u> | Office & Operating-Auto | | | CUST #34491 - LUBE, LIGH | | 24.77 |
| 009251 | DATA PROSE | 03/20/2018 | Regular | 0.00 | 2,028.30 | 16919 |

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| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|------------------------------|--------------------------|--------------------------------------|---------------------------|----------------|--------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| DP1800667 | Invoice | 02/28/2018 | ACCT #1397-FEB/2018 MAILINGS | 0.00 | 2,028.30 | |
| 001-000-000-51421-4100 | | Professional Services | | UB BILLS 02/26/18 | 400.10 | |
| 001-000-000-51421-4200 | | Communication | | UB Postage - BILLS 02/26/ | 1,628.20 | |
| 009351 | DELAGE LANDEN FINANCIAL SVCS | 03/20/2018 | Regular | 0.00 | 661.64 | 16920 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 56519601-1 | Invoice | 10/07/2017 | CONTRACT #25468950-SHARP #MX3070N | 0.00 | 81.60 | |
| 001-000-000-52122-4500 | | Operating Rentals | | CONTRACT #25468950-SH | 81.60 | |
| 57627253-1 | Invoice | 01/06/2018 | CONTRACT #25468950-SHARP #MX3070N | 0.00 | 120.38 | |
| 001-000-000-52122-4500 | | Operating Rentals | | CONTRACT #25468950-SH | 120.38 | |
| 58330301 | Invoice | 03/02/2018 | CONTRACT #25263953 03/15/18-04/14/1 | 0.00 | 459.66 | |
| 001-000-000-51160-4500 | | Operating Rentals | | INV #58330301-CONTRAC | 23.58 | |
| 001-000-000-51310-4500 | | Operating Rentals | | INV #58330301-CONTRAC | 7.86 | |
| 001-000-000-51421-4500 | | Operating Rentals | | INV #58330301-CONTRAC | 39.30 | |
| 001-000-000-51423-4500 | | Operating Rentals | | INV #58330301-CONTRAC | 62.88 | |
| 001-000-000-51430-4500 | | Operating Rentals | | INV #58330301-CONTRAC | 7.86 | |
| 001-000-000-51530-4500 | | Operating Rentals | | INV #56758252-CONTRAC | 9.19 | |
| 001-000-000-51810-4500 | | Operating Rentals | | INV #58330301-CONTRAC | 7.86 | |
| 001-000-000-51888-4500 | | Operating Rentals | | INV #58330301-CONTRAC | 7.85 | |
| 001-000-000-51896-4500 | | Operating Rentals | | INV #56758252-CONTRAC | 86.42 | |
| 001-000-000-55860-4500 | | Operating Rentals | | INV #56758252-CONTRAC | 88.26 | |
| 401-000-000-53480-4501 | | Operating Rentals - Shop | | INV #56758252-CONTRAC | 118.60 | |
| 009422 | DELL MARKETING L.P. | 03/20/2018 | Regular | 0.00 | 744.13 | 16921 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 10224457312 | Invoice | 02/15/2018 | CUST #8933147-DELL 24 MONITOR - E241 | 0.00 | 744.13 | |
| 001-000-000-51888-3500 | | Small Tools/Equipment | | CUST #8933147-DELL 24 | 744.13 | |
| 009878 | DOMINGO MARTINEZ | 03/20/2018 | Regular | 0.00 | 248.00 | 16922 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| FEB/2018 | Invoice | 02/28/2018 | FEB/2018 INTERPRETER/TRANSLATION SE | 0.00 | 248.00 | |
| 001-000-000-51250-4106 | | Interpreter Expenses | | FEB/2018 INTERPRETER/T | 248.00 | |
| VEN01592 | EDGAR JERONIMO PABLO | 03/20/2018 | Regular | 0.00 | 405.00 | 16923 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| FEB/2018-2 | Invoice | 02/26/2018 | FEB/2018 INTERPRETER SERVICES | 0.00 | 405.00 | |
| 001-000-000-51250-4106 | | Interpreter Expenses | | FEB/2018 INTERPRETER SE | 405.00 | |
| 020750 | EXTREME AUTO | 03/20/2018 | Regular | 0.00 | 225.68 | 16924 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 9545 | Invoice | 02/28/2018 | INSTALL DECALS ON 2009 CHEVY TAHOE- | 0.00 | 225.68 | |
| 001-000-000-52122-4805 | | Repairs and Maintenance | | INSTALL DECALS ON 2009 | 225.68 | |
| 023100 | FBI - LEEDA | 03/20/2018 | Regular | 0.00 | 650.00 | 16925 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 200016199 | Invoice | 03/08/2018 | TRAINING-LT MICHAEL FIOLA | 0.00 | 650.00 | |
| 001-000-000-52140-4901 | | Miscellaneous-Administr | | TRAINING-LT MICHAEL FIO | 650.00 | |
| 023108 | FCS GROUP | 03/20/2018 | Regular | 0.00 | 527.50 | 16926 |

Check Register

Packet: APPKT00789-March 20, 2018 - Payables "B" Packet

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|--------------------------|-------------------------|----------------------------------------|--------------------------|----------------|--------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 2736-21802056 | Invoice | 02/16/2018 | PROJECT #2736-SHELTON SEWER & WAT | 0.00 | 527.50 | |
| 401-000-000-53480-4102 | | Prof Serv-Water Comp PI | | PROJECT #2736-SHELTON | 263.75 | |
| 402-500-000-53580-4100 | | Prof Serv-Comp Plan/Rat | | PROJECT #2736-SHELTON | 263.75 | |
| 032692 | GARY CRONCE | 03/20/2018 | Regular | 0.00 | 133.85 | 16927 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| TRAVEL | Invoice | 02/20/2018 | TRAVEL REIMBURSEMENT-THE GOVERNO | 0.00 | 133.85 | |
| 001-000-000-51160-4300 | | Travel | | TRAVEL REIMBURSEMENT- | 133.85 | |
| VEN01612 | GENSCO, INC. | 03/20/2018 | Regular | 0.00 | 51.27 | 16928 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 843538039 | Credit Memo | 08/26/2014 | CR TO INVOICE #843536650-COST OF RET | 0.00 | -0.15 | |
| 001-000-000-52250-3100 | | Office and Operating | | CR TO INVOICE #84353665 | -0.15 | |
| 847603101 | Invoice | 12/20/2017 | MERV8 9 3/4 X 37 X 2 EXACT-FIRE STATIO | 0.00 | 51.42 | |
| 001-000-000-52250-3100 | | Office and Operating | | MERV8 9 3/4 X 37 X 2 EXA | 51.42 | |
| 053987 | GENUINE PARTS CO/ NAPA | 03/20/2018 | Regular | 0.00 | 187.29 | 16929 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 755198 | Invoice | 02/22/2018 | ACCT #6467-PWRLUBE-18VOLT 1 BAT | 0.00 | 271.99 | |
| 402-400-000-53580-3100 | | Office and Operating | | ACCT #6467-PWRLUBE-18 | 271.99 | |
| 756051 | Credit Memo | 02/27/2018 | ACCT #6467-ADAPTER, OIL COOL, CORE D | 0.00 | -316.24 | |
| 001-000-000-52122-3110 | | Office & Operating-Auto | | ACCT #6467-ADAPTER, OIL | -316.24 | |
| 756053 | Invoice | 02/27/2018 | ACCT #6467-MERCON V ATF CAR #77 | 0.00 | 210.56 | |
| 001-000-000-52122-3110 | | Office & Operating-Auto | | ACCT #6467-MERCON V A | 210.56 | |
| 756880 | Invoice | 03/05/2018 | ACCT #6467-NAPA OIL FILTER & OIL #629 | 0.00 | 20.98 | |
| 503-000-000-54865-3102 | | Oper Supplies-Parts | | ACCT #6467-NAPA OIL FILT | 20.98 | |
| 038820 | GILLIS AUTO CENTER, INC. | 03/20/2018 | Regular | 0.00 | 151.02 | 16930 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 78850FOW | Invoice | 02/26/2018 | CUST #2440 - REPAIRS & MAINTENANCE- | 0.00 | 12.72 | |
| 001-000-000-52122-4805 | | Repairs and Maintenance | | CUST #2440 - REPAIRS & | 12.72 | |
| FOCS261792 | Invoice | 02/28/2018 | CUST #2440 - REPAIRS & MAINTENANCE- | 0.00 | 138.30 | |
| 001-000-000-52122-4805 | | Repairs and Maintenance | | CUST #2440 - REPAIRS & | 138.30 | |
| VEN01299 | GRAY & OSBORNE | 03/20/2018 | Regular | 0.00 | 99,480.07 | 16931 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 17252.00-9 | Invoice | 02/06/2018 | ALDER ST & OHN-PROF SVCS JAN 07-FEB | 0.00 | 86,700.90 | |
| 001-000-000-54230-4100 | | Professional Services | 17-ALDR&OHN | ALDER ST & OHN-PROF SV | 86,700.90 | |
| 17301.00-3 | Invoice | 03/12/2018 | TURNER AVE FULL-DEPTH RECLAMATION- | 0.00 | 10,983.21 | |
| 302-000-000-59530-3100 | | Roadway-Supplies | 17-TRNRRECLM | TURNER AVE FULL-DEPTH | 10,983.21 | |
| GO001-18 | Invoice | 02/06/2018 | CONSTRUCTION & TECH SUPPORT-JAN 07 | 0.00 | 1,795.96 | |
| 001-000-000-51896-4100 | | Professional Services | | CONSTRUCTION & TECH S | 1,795.96 | |
| 045000 | H.D. FOWLER COMPANY | 03/20/2018 | Regular | 0.00 | 218.00 | 16932 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 14748871 | Invoice | 02/15/2018 | ACCT #194680-4"X 24" MANHOLE GRADE | 0.00 | 218.00 | |
| 404-000-000-59540-3100 | | STORM CAPITAL EXP-Sup | 17-LRLSTSTRM | ACCT #194680-4"X 24" MA | 218.00 | |
| 045150 | HACH COMPANY | 03/20/2018 | Regular | 0.00 | 845.53 | 16933 |

Check Register

Packet: APPKT00789-March 20, 2018 - Payables "B" Packet

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|---------------------------|-------------------------|---------------------------------------|-------------------------------|----------------|--------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 10800548 | Invoice | 01/19/2018 | ACCT #341640 - SENSOR CAP ASSY, DO PR | 0.00 | 343.29 | |
| 402-400-000-53580-4100 | | Professional Services | | ACCT #341640 - SENSOR C | 343.29 | |
| 10842283 | Invoice | 02/16/2018 | ACCT #341640 - SENSOR CAP ASSY, DO PR | 0.00 | 502.24 | |
| 402-640-000-53580-4100 | | Professional Services | | ACCT #341640 - SENSOR C | 502.24 | |
| 053992 | HOOD CANAL COMMUNICATIONS | 03/20/2018 | Regular | 0.00 | 3,173.27 | 16934 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 10322953 | Invoice | 03/01/2018 | ACCT #3840-2 - MAR 01 - MAR 31 | 0.00 | 1,041.52 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | City Hall | 95.64 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | Court Fax | 33.29 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | Public Works, Comm Dev F | 33.11 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | Police Records Fax (5145) | 11.42 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | Erik Birk | 0.12 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | Police Records Fax (0537) | 33.50 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | PW Vacant | 0.12 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | PBX Modem | 33.68 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | Civic Center Elevator Mov | 33.11 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | Vicki Look | 0.12 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | PRI Services | 568.27 | |
| 001-000-000-51890-4215 | | Communication-Civic Cen | | PW/CED | 0.12 | |
| 001-000-000-52250-4200 | | Communication | | Fire Station Alarm | 33.11 | |
| 001-000-000-52250-4200 | | Communication | | Fire Dept Elevator | 33.11 | |
| 001-000-000-52250-4200 | | Communication | | Fire Station, Fire Alarm 2 | 33.11 | |
| 001-000-000-55430-4200 | | Communication | | Animal Shelter OPX 5195 | 0.12 | |
| 401-000-000-53480-4201 | | Communication - Shop | | City Shops-Water | 0.12 | |
| 401-000-000-53480-4201 | | Communication - Shop | | City Shop Fax | 33.11 | |
| 401-000-000-53480-4201 | | Communication - Shop | | Water Scada Line | 33.11 | |
| 401-000-000-53480-4201 | | Communication - Shop | | City Shop Auto Alarm Callo | 33.11 | |
| 402-400-000-53580-4200 | | Communication | | WWTP | 0.12 | |
| 10322982 | Invoice | 03/01/2018 | ACCT #17664-7 - MAR 01 - MAR 31 | 0.00 | 2,131.75 | |
| 001-000-000-51250-4200 | | Communication | | MC Court Video, VLAN-52 | 90.00 | |
| 001-000-000-51888-4200 | | Communication | | Civic Center, Broadband-5 | 63.95 | |
| 001-000-000-51888-4200 | | Communication | | Civic Center, VLAN-525 W | 90.00 | |
| 001-000-000-51888-4200 | | Communication | | Civic Center, VLAN-525 W | 90.00 | |
| 001-000-000-51888-4801 | | Repairs and Maintenance | | IT Dept-Charges Network | 435.95 | |
| 001-000-000-52250-4200 | | Communication | | Fire Station HVAC, Broadb | 63.95 | |
| 401-000-000-53480-4200 | | Communication | | Water Tank VLAN-51 Publi | 90.00 | |
| 401-000-000-53480-4200 | | Communication | | Water Tank, VLAN-1000 W | 90.00 | |
| 401-000-000-53480-4201 | | Communication - Shop | | Water Shop, VLAN-1000 | 90.00 | |
| 402-300-000-53580-4200 | | Communication | | Lift Station, Capital Hill-49 | 90.00 | |
| 402-300-000-53580-4200 | | Communication | | Lift Station, Cascade-119 C | 90.00 | |
| 402-300-000-53580-4200 | | Communication | | Lift Station, Bonnie Glenn- | 90.00 | |
| 402-400-000-53580-4200 | | Communication | | Maint, WWTP, VLAN-1700 | 90.00 | |
| 402-400-000-53580-4200 | | Communication | | Pump Station, Front Street | 90.00 | |
| 402-400-000-53580-4200 | | Communication | | Pump Station, Kneeland P | 90.00 | |
| 402-400-000-53580-4200 | | Communication | | Main, WWTP, Broadband | 153.95 | |
| 402-640-000-53580-4200 | | Communication | | Satellite, WWTP, Broadba | 90.00 | |
| 402-640-000-53580-4200 | | Communication | | Satellite, WWTP, Broadba | 90.00 | |
| 402-640-000-53580-4200 | | Communication | | Satellite, WWTP, Broadba | 153.95 | |
| VEN01611 | JOHN B. POWELL, PHD | 03/20/2018 | Regular | 0.00 | 1,000.00 | 16935 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| FEB 13 2018 | Invoice | 02/13/2018 | RETAINER-FORENSIC EVALUATION-MUNI | 0.00 | 1,000.00 | |
| 001-000-000-51593-4100 | | Adult Misdemeanor | | RETAINER-FORENSIC EVAL | 1,000.00 | |
| VEN01313 | JOHN SEM | 03/20/2018 | Regular | 0.00 | 25.84 | 16936 |

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Packet: APPKT00789-March 20, 2018 - Payables "B" Packet

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|------------------------------|----------------------------|--------------------------------------|-------------------------|----------------|--------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| MAR/2018 TRAV | Invoice | 03/13/2018 | MAR/2018 TRAVEL REIMB-B&O TAX FOR | 0.00 | 25.84 | |
| 001-000-000-51423-4307 | | Travel-Training | | MAR/2018 TRAVEL REIMB- | 25.84 | |
| VEN01614 | JORDINE MORINE | 03/20/2018 | Regular | 0.00 | 50.00 | 16937 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 07191 | Invoice | 03/07/2018 | NEW HIRE PHYSICAL-HEALTH CARE CENTE | 0.00 | 50.00 | |
| 001-000-000-52122-4100 | | Professional Services | | NEW HIRE PHYSICAL-HEAL | 50.00 | |
| 080980 | KENNEDY CREEK QUARRY | 03/20/2018 | Regular | 0.00 | 1,223.39 | 16938 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 38772 | Invoice | 02/28/2018 | 02/28/18 DRY FILL & 3/4 INCH MINUS | 0.00 | 1,169.14 | |
| 401-000-000-53480-3100 | | Office and Operating | | 3/4 INCH MINUS-TICKET # | 157.22 | |
| 401-000-000-53480-3100 | | Office and Operating | | 3/4 INCH MINUS-TICKET # | 167.82 | |
| 401-000-000-53480-3100 | | Office and Operating | | 3/4 INCH MINUS-TICKET # | 153.01 | |
| 404-000-000-53180-3100 | | Office and Operating | | DRY FILL-TICKET #149905 | 96.68 | |
| 404-000-000-53180-3100 | | Office and Operating | | 3/4 INCH MINUS-TICKET # | 158.25 | |
| 404-000-000-53180-3100 | | Office and Operating | | DRY FILL-TICKET #149917 | 62.36 | |
| 404-000-000-53180-3100 | | Office and Operating | | 3/4 INCH MINUS-TICKET # | 165.54 | |
| 404-000-000-53180-3100 | | Office and Operating | | DRY FILL-TICKET #149935 | 58.79 | |
| 404-000-000-53180-3100 | | Office and Operating | | DRY FILL-TICKET #149945 | 57.95 | |
| 404-000-000-53180-3100 | | Office and Operating | | DRY FILL-TICKET #149953 | 91.52 | |
| 70613 | Invoice | 02/23/2018 | 02/23/18-DIRT/WASTE | 0.00 | 54.25 | |
| 404-000-000-53180-3100 | | Office and Operating | | 02/23/18-DIRT/WASTE | 54.25 | |
| 085995 | LANGUAGE LINE SERVICES | 03/20/2018 | Regular | 0.00 | 110.92 | 16939 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 4267700 | Invoice | 02/28/2018 | ACCT #9020543108-PHONE INTERPRETAT | 0.00 | 124.73 | |
| 001-000-000-52122-4100 | | Professional Services | | ACCT #9020543108-PHON | 124.73 | |
| 4275047 | Credit Memo | 03/14/2018 | ACCT #9020943082-PHONE INTERPRETAT | 0.00 | -13.81 | |
| 001-000-000-52122-4100 | | Professional Services | | ACCT #9020943082-PHON | -13.81 | |
| 194000 | LEROY T. VALLEY | 03/20/2018 | Regular | 0.00 | 56.00 | 16940 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 89571 | Invoice | 03/05/2018 | 03/05/18-HOSE, HING FOR PRESSURE WA | 0.00 | 43.67 | |
| 503-000-000-54865-4802 | | Repairs and Maintenance | | 03/05/18-HOSE, HING FOR | 43.67 | |
| 89573 | Invoice | 03/05/2018 | 03/05/18-ADAPTER, PRESSURE WASHER | 0.00 | 12.33 | |
| 503-000-000-54865-3104 | | Oper Supp-Parts-EM&R V | | 03/05/18-ADAPTER, PRESS | 12.33 | |
| 108850 | MASON COUNTY GARBAGE CO.-A W | 03/20/2018 | Regular | 0.00 | 1,579.07 | 16941 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 5111821 | Invoice | 03/01/2018 | ACCT #56141-525 COTA ST, W 02/01/18- | 0.00 | 28.23 | |
| 001-000-000-51890-4715 | | Utility Services-Civic Ctr | | ACCT #56141-525 COTA ST | 28.23 | |
| 5113050 | Invoice | 03/01/2018 | ACCT #204368-100 TURNER A 02/01/18-0 | 0.00 | 27.29 | |
| 402-300-000-53580-4700 | | Utility Services-Sewer Ma | | ACCT #204368-100 TURNE | 27.29 | |
| 5113080 | Invoice | 03/01/2018 | ACCT #204402-101 N 10891 US HWY 101 | 0.00 | 126.43 | |
| 402-640-000-53580-4700 | | Utility Services-Sewer Sat | | ACCT #204402-101 N 1089 | 126.43 | |
| 5113447 | Invoice | 03/01/2018 | ACCT #204783-122 W FRANKLIN 02/01/1 | 0.00 | 122.75 | |
| 001-000-000-52250-4700 | | Utility Services | | ACCT #204783-122 W FRA | 122.75 | |
| 5113984 | Invoice | 03/01/2018 | ACCT #205337-1700 FAIRMOUNT 02/01/ | 0.00 | 333.81 | |
| 402-400-000-53580-4700 | | Utility Services-Sewer Ma | | ACCT #205337-1700 FAIR | 333.81 | |
| 5114223 | Invoice | 03/01/2018 | ACCT #205584-200 N FRONT ST 02/01/18 | 0.00 | 27.29 | |

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Packet: APPKT00789-March 20, 2018 - Payables "B" Packet

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-------------------------------|-------------|----------------------------|--------------------------------------|-----------------|----------------|--------|
| <u>402-400-000-53580-4700</u> | | Utility Services-Sewer Ma | ACCT #205584-200 N FRO | | 27.29 | |
| <u>5115164</u> | Invoice | 03/01/2018 | ACCT #206560 - 427 W RAILROAD 02/01/ | 0.00 | 40.91 | |
| <u>001-000-000-57530-4700</u> | | Utility Services-Museum | ACCT #206560 - 427 W RAI | | 40.91 | |
| <u>5115371</u> | Invoice | 03/01/2018 | ACCT #206771-525 W COTA 02/01/18-02 | 0.00 | 578.59 | |
| <u>001-000-000-51890-4715</u> | | Utility Services-Civic Ctr | ACCT #206771-525 W COT | | 578.59 | |
| <u>5115742</u> | Invoice | 03/01/2018 | ACCT #207155-710 W ALDER 02/01/18-0 | 0.00 | 252.86 | |
| <u>001-000-000-57250-4700</u> | | Utility Services-Library | ACCT #207155-710 W ALD | | 252.86 | |
| <u>5115929</u> | Invoice | 03/01/2018 | ACCT #207351-902 W PINE 02/01/18-02/ | 0.00 | 40.91 | |
| <u>001-000-000-55430-4700</u> | | Utility Services-Animal Sh | ACCT #207351-902 W PIN | | 40.91 | |

187000 MASON COUNTY JOURNAL 03/20/2018 Regular 0.00 821.25 16942

| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount |
|-------------------------------|--------------|---------------------|--------------------------------------|-----------------|----------------|
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | |
| <u>88318</u> | Invoice | 12/07/2017 | LEGAL NOTICE-12/07/17-2018 BUDGET H | 0.00 | 45.00 |
| <u>001-000-000-51160-4400</u> | Advertising | | LEGAL NOTICE-12/07/17-2 | | 45.00 |
| <u>88322</u> | Invoice | 12/07/2017 | LEGAL NOTICE-12/07 & 12/14-INVITATIO | 0.00 | 144.00 |
| <u>001-000-000-51895-4400</u> | Advertising | | LEGAL NOTICE-12/07 & 12 | | 144.00 |
| <u>88341</u> | Invoice | 12/07/2017 | LEGAL NOTICE 12/07/17-ORDINANCE #19 | 0.00 | 18.00 |
| <u>401-000-000-53480-4400</u> | Advertising | | LEGAL NOTICE 12/07/17-O | | 18.00 |
| <u>88342</u> | Invoice | 12/07/2017 | LEGAL NOTICE 12/07/17-ORDINANCE #19 | 0.00 | 18.00 |
| <u>402-400-000-53580-4400</u> | Advertising | | LEGAL NOTICE 12/07/17-O | | 18.00 |
| <u>88755</u> | Invoice | 12/28/2017 | LEGAL NOTICE 12/18 ORDINANCE #1913- | 0.00 | 27.00 |
| <u>001-000-000-51160-4400</u> | Advertising | | LEGAL NOTICE 12/18 ORDI | | 27.00 |
| <u>88756</u> | Invoice | 12/28/2017 | LEGAL NOTICE 12/28/17 ORDINANCE #19 | 0.00 | 27.00 |
| <u>001-000-000-51160-4400</u> | Advertising | | LEGAL NOTICE 12/28/17 O | | 27.00 |
| <u>88759</u> | Invoice | 12/28/2017 | LEGAL NOTICE 12/28/17-ORDINANCE #19 | 0.00 | 36.00 |
| <u>001-000-000-55860-4400</u> | Advertising | | LEGAL NOTICE 12/28/17-O | | 36.00 |
| <u>88760</u> | Invoice | 12/28/2017 | LEGAL NOTICE 12/28/17 ORDINANCE #19 | 0.00 | 18.00 |
| <u>001-000-000-51160-4400</u> | Advertising | | LEGAL NOTICE 12/28/17 O | | 18.00 |
| <u>88833</u> | Invoice | 12/28/2017 | HELP WANTED AD12/28/17-01/11/18-EN | 0.00 | 109.35 |
| <u>001-000-000-51896-4400</u> | Advertising | | HELP WANTED AD12/28/1 | | 109.35 |
| <u>88834</u> | Invoice | 12/28/2017 | HELP WANTED AD 12/28/17-01/11/18 PR | 0.00 | 108.90 |
| <u>001-000-000-51810-4400</u> | Advertising | | HELP WANTED AD 12/28/1 | | 108.90 |
| <u>88936</u> | Invoice | 01/11/2018 | LEGAL NOTICE 01/11 & 01/18/18 REQUES | 0.00 | 144.00 |
| <u>402-400-000-53580-4400</u> | Advertising | | LEGAL NOTICE 01/11 & 01 | | 144.00 |
| <u>89072</u> | Invoice | 01/18/2018 | LEGAL NOTICE 01/18 & 01/25-INVITATIO | 0.00 | 126.00 |
| <u>001-000-000-54230-4400</u> | Advertising | | LEGAL NOTICE 01/18 & 01 | | 126.00 |

113004 MASON COUNTY SOLID WASTE-LAN 03/20/2018 Regular 0.00 38,438.41 16943

| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount |
|-------------------------------|----------------------|---------------------|-------------------------------------|-----------------|----------------|
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | |
| <u>000270-1</u> | Invoice | 03/31/2017 | CUST #SW-C025 - MAR/2017 REFUSE/LAN | 0.00 | 37,971.57 |
| <u>403-000-000-53780-5100</u> | County Landfill Fees | | CUST #SW-C025 - MAR/20 | | 37,971.57 |
| <u>002010</u> | Invoice | 01/31/2018 | CUST #SW-C035 STREET-JAN/2018 REFUS | 0.00 | 90.65 |
| <u>001-000-000-54271-5100</u> | County Landfill Fees | | CUST #SW-C035 STREET-T | | 38.85 |
| <u>001-000-000-54271-5100</u> | County Landfill Fees | | CUST #SW-C035 STREET-T | | 51.80 |
| <u>TKT #746436</u> | Invoice | 03/31/2017 | CUST #SW-C025 GARBAGE -TKT #746436 | 0.00 | 376.19 |
| <u>401-000-000-53480-5100</u> | County Landfill Fees | | CUST #SW-C025 GARBAGE | | 45.39 |
| <u>401-000-000-53480-5100</u> | County Landfill Fees | | CUST #SW-C025 GARBAGE | | 216.80 |
| <u>402-400-000-53580-5100</u> | County Landfill Fees | | CUST #SW-C025 GARBAGE | | 29.90 |
| <u>402-400-000-53580-5100</u> | County Landfill Fees | | CUST #SW-C025 GARBAGE | | 43.92 |
| <u>402-400-000-53580-5100</u> | County Landfill Fees | | CUST #SW-C025 GARBAGE | | 40.18 |

VEN01571 MCCARTNEY ELECTRIC, LLC 03/20/2018 Regular 0.00 459.37 16944

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| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|-------------------------|-------------------------|----------------------------------------|--------------------------|----------------|--------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 2703 | Invoice | 02/15/2018 | CIVIC CENTER CONFERENCE LIGHTS | 0.00 | 459.37 | |
| 001-000-000-51890-4815 | | Repairs and Maintenance | | CIVIC CENTER CONFERENCE | 459.37 | |
| VEN01280 | MICHAEL ALBAUGH | 03/20/2018 | Regular | 0.00 | 87.00 | 16945 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| INV0002190 | Invoice | 03/06/2018 | WATERWORKS OPERATOR - APPLICATION | 0.00 | 87.00 | |
| 401-000-000-53480-4907 | | Miscellaneous-Training | | WATERWORKS OPERATOR | 87.00 | |
| 132235 | MOUNTAIN MIST WATER | 03/20/2018 | Regular | 0.00 | 152.24 | 16946 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 001905761 | Invoice | 02/14/2018 | ACCT #080756 - WATER & EQUIPMENT R | 0.00 | 29.74 | |
| 001-000-000-52122-3100 | | Office and Operating | | ACCT #080756 - WATER & | 29.74 | |
| 001907471 | Invoice | 02/15/2018 | ACCT #050147 - PKG WATER & COOLER R | 0.00 | 52.22 | |
| 402-400-000-53580-3100 | | Office and Operating | | ACCT #050147 - PKG WAT | 44.22 | |
| 402-400-000-53580-4500 | | Operating Rentals | | ACCT #050147 - PKG WAT | 8.00 | |
| 001932091 | Invoice | 02/28/2018 | ACCT #080756 - WATER & EQUIPMENT R | 0.00 | 30.29 | |
| 001-000-000-52122-3100 | | Office and Operating | | ACCT #080756 - WATER & | 30.29 | |
| 001932105 | Invoice | 02/28/2018 | ACCT #050147 - PKG WATER & COOLER R | 0.00 | 38.99 | |
| 402-400-000-53580-3100 | | Office and Operating | | ACCT #050147 - PKG WAT | 38.99 | |
| 001935141 | Invoice | 02/27/2018 | ACCT #080756 - LATAE CHARGE | 0.00 | 1.00 | |
| 001-000-000-52122-4900 | | Miscellaneous | | ACCT #080756 - LATAE CH | 1.00 | |
| VEN01497 | MY PAINTED HEART | 03/20/2018 | Regular | 0.00 | 87.04 | 16947 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| APRONS | Invoice | 03/12/2018 | EMPTY BOWLS APRONS | 0.00 | 87.04 | |
| 001-000-000-57320-3100 | | Office and Operating | | EMPTY BOWLS APRONS | 87.04 | |
| 142952 | NCL OF WISCONSIN, INC. | 03/20/2018 | Regular | 0.00 | 556.19 | 16948 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 402581 | Invoice | 02/16/2018 | ACCT #42215-BUFFER SOLUTION, NITRAT | 0.00 | 415.77 | |
| 402-640-000-53580-3100 | | Office and Operating | | ACCT #42215-BUFFER SOL | 415.77 | |
| 402612 | Invoice | 02/19/2018 | ACCT #42215-CARBOY BRUSH, PIPET BRU | 0.00 | 140.42 | |
| 402-400-000-53580-3100 | | Office and Operating | | ACCT #42215-CARBOY BR | 140.42 | |
| 142965 | NORTHSTAR CHEMICAL, INC | 03/20/2018 | Regular | 0.00 | 3,531.65 | 16949 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 118839 | Invoice | 02/15/2018 | CUST #100472 - SODIUM HYPOCHLORITE | 0.00 | 3,531.65 | |
| 402-640-000-53580-3100 | | Office and Operating | | CUST #100472 - SODIUM | 3,531.65 | |
| 146933 | OFFICE DEPOT | 03/20/2018 | Regular | 0.00 | 1,376.37 | 16950 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 104032528001 | Invoice | 02/02/2018 | ACCT #28972108-PKT FILE, LGL, POCKET E | 0.00 | 264.12 | |
| 001-000-000-51830-3100 | | Office and Operating | | ACCT #28972108-PKT FILE, | 39.62 | |
| 001-000-000-51895-3100 | | Office and Operating | | ACCT #28972108-PKT FILE, | 58.11 | |
| 001-000-000-51896-3100 | | Office and Operating | | ACCT #28972108-PKT FILE, | 55.47 | |
| 001-000-000-55860-3100 | | Office and Operating | | ACCT #28972108-PKT FILE, | 89.80 | |
| 001-000-000-57120-3100 | | Office and Operating | | ACCT #28972108-PKT FILE, | 10.56 | |
| 001-000-000-57550-3100 | | Office and Operating | | ACCT #28972108-PKT FILE, | 10.56 | |
| 104033082001 | Invoice | 02/02/2018 | ACCT #28972108-RUBBERBAND 24PK, BRI | 0.00 | 74.17 | |
| 001-000-000-51830-3100 | | Office and Operating | | ACCT #28972108-RUBBER | 11.13 | |
| 001-000-000-51895-3100 | | Office and Operating | | ACCT #28972108-RUBBER | 16.32 | |

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Packet: APPKT00789-March 20, 2018 - Payables "B" Packet

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-------------------------------|-------------|-----------------------|---------------------------------------|-----------------|----------------|--------|
| <u>001-000-000-51896-3100</u> | | Office and Operating | ACCT #28972108-RUBBER | 15.58 | | |
| <u>001-000-000-55860-3100</u> | | Office and Operating | ACCT #28972108-RUBBER | 25.22 | | |
| <u>001-000-000-57120-3100</u> | | Office and Operating | ACCT #28972108-RUBBER | 2.96 | | |
| <u>001-000-000-57550-3100</u> | | Office and Operating | ACCT #28972108-RUBBER | 2.96 | | |
| <u>104033084001</u> | Invoice | 02/02/2018 | ACCT #28972108-STAPLER, EXEC, HI | 0.00 | 40.03 | |
| <u>001-000-000-51830-3100</u> | | Office and Operating | ACCT #28972108-STAPLER | 6.00 | | |
| <u>001-000-000-51895-3100</u> | | Office and Operating | ACCT #28972108-STAPLER | 8.81 | | |
| <u>001-000-000-51896-3100</u> | | Office and Operating | ACCT #28972108-STAPLER | 8.41 | | |
| <u>001-000-000-55860-3100</u> | | Office and Operating | ACCT #28972108-STAPLER | 13.60 | | |
| <u>001-000-000-57120-3100</u> | | Office and Operating | ACCT #28972108-STAPLER | 1.61 | | |
| <u>001-000-000-57550-3100</u> | | Office and Operating | ACCT #28972108-STAPLER | 1.60 | | |
| <u>106605708001</u> | Invoice | 02/13/2018 | ACCT #28972108-FILE, LAT, 4DRAWER, 36 | 0.00 | 724.16 | |
| <u>001-000-000-51895-3500</u> | | Small Tools/Equipment | ACCT #28972108-FILE, LAT | | 724.16 | |
| <u>106636313001</u> | Invoice | 02/12/2018 | ACCT #28972108-MAT, FLOOR 3X5, ANTIF | 0.00 | 109.66 | |
| <u>001-000-000-55860-3100</u> | | Office and Operating | ACCT #28972108-MAT, FL | | 109.66 | |
| <u>107660576001</u> | Invoice | 02/14/2018 | ACCT #28972108-LABEL, ADDRESS, RL, TA | 0.00 | 75.48 | |
| <u>001-000-000-51830-3100</u> | | Office and Operating | ACCT #28972108-LABEL, A | 11.32 | | |
| <u>001-000-000-51895-3100</u> | | Office and Operating | ACCT #28972108-LABEL, A | 16.61 | | |
| <u>001-000-000-51896-3100</u> | | Office and Operating | ACCT #28972108-LABEL, A | 15.85 | | |
| <u>001-000-000-55860-3100</u> | | Office and Operating | ACCT #28972108-LABEL, A | 25.65 | | |
| <u>001-000-000-57120-3100</u> | | Office and Operating | ACCT #28972108-LABEL, A | 3.02 | | |
| <u>001-000-000-57550-3100</u> | | Office and Operating | ACCT #28972108-LABEL, A | 3.03 | | |
| <u>107943479001</u> | Invoice | 02/15/2018 | ACCT #28972108-TAPE, BLACK ON WHITE | 0.00 | 88.75 | |
| <u>001-000-000-51895-3100</u> | | Office and Operating | ACCT #28972108-TAPE, BL | | 88.75 | |

| 151000 | P. U. D. # 3 | 03/20/2018 | Regular | 0.00 | 8,500.00 | 16951 |
|-------------------------------|--------------|-----------------------|-----------------------------------|------------------------|----------------|-------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| <u>FIBER OPTIC NET</u> | Invoice | 02/02/2018 | FIBER OPTIC NETWORK CONSTRUCTION- | 0.00 | 8,500.00 | |
| <u>401-000-000-59434-3100</u> | | WATER CAPITAL EXP-Sup | 18-FONC | FIBER OPTIC NETWORK CO | 8,500.00 | |

| 151000 | P. U. D. # 3 | 03/20/2018 | Regular | 0.00 | 6,914.59 | 16952 |
|-------------------------------|--------------|------------------------|-----------------------------------------|--------------------------|----------------|-------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| <u>FEB/2018-2</u> | Invoice | 02/26/2018 | Monthly Service Charges 01/16/18 - 02/1 | 0.00 | 6,914.59 | |
| <u>001-000-000-54264-4700</u> | | Utility Services | | ACCT #26197001 - 2327 O | 66.11 | |
| <u>001-000-000-54264-4700</u> | | Utility Services | | ACCT #101097001 - 2000 1 | 70.67 | |
| <u>001-000-000-54264-4700</u> | | Utility Services | | ACCT #109413001 - 750 E | 54.03 | |
| <u>001-000-000-54264-4700</u> | | Utility Services | | ACCT #109397001 - 800 E | 80.33 | |
| <u>001-000-000-57680-4700</u> | | Utility Services-Park | | ACCT #32453001 - 1004 FR | 253.83 | |
| <u>401-000-000-53480-4700</u> | | Utility Services-Water | | ACCT #25911001 - 2401 E | 1,731.40 | |
| <u>401-000-000-53480-4700</u> | | Utility Services-Water | | ACCT #25913001 - 2001 13 | 484.90 | |
| <u>401-000-000-53480-4700</u> | | Utility Services-Water | | ACCT #101155001 - 900 E | 4,173.32 | |

| 151975 | PIERCE COUNTY SECURITY, INC | 03/20/2018 | Regular | 0.00 | 190.40 | 16953 |
|-------------------------------|-----------------------------|-------------------|----------------------------------|---------------------|----------------|-------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| <u>MAR/2018</u> | Invoice | 03/01/2018 | MAR/2018 MAGNA SCANNER & HAND DE | 0.00 | 190.40 | |
| <u>001-000-000-51250-4500</u> | | Operating Rentals | | MAR/2018 MAGNA SCAN | 190.40 | |

| 098000 | PROBUILD COMPANY LLC | 03/20/2018 | Regular | 0.00 | 145.40 | 16954 |
|-------------------------------|----------------------|----------------------|--------------------------------------|-------------------------|----------------|-------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| <u>2038156</u> | Invoice | 02/22/2018 | ACCT #200005425-10X1-1/2 TEKSCR #3, | 0.00 | 18.49 | |
| <u>402-400-000-53580-3100</u> | | Office and Operating | | ACCT #200005425-10X1-1 | 18.49 | |
| <u>2038339</u> | Invoice | 02/23/2018 | ACCT #200005425-SOLID CONC BLOCK, F | 0.00 | 49.26 | |
| <u>401-000-000-53480-3100</u> | | Office and Operating | | ACCT #200005425-SOLID C | 49.26 | |
| <u>2038921</u> | Invoice | 03/01/2018 | ACCT #200005425-PVC 2" ELBOW, PVC 2" | 0.00 | 69.69 | |

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| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|---------------------------------|---------------------------|--------------------------------------|---------------------------|----------------|--------|
| 401-000-000-53480-3100 | | Office and Operating | ACCT #200005425-PVC 2" | | 69.69 | |
| 2039196 | Invoice | 03/05/2018 | ACCT #200005425-EMT 1HOLE SNAPSTRA | 0.00 | 7.96 | |
| 001-000-000-51890-3115 | | Office and Operating-Civi | ACCT #200005425-EMT 1H | | 7.96 | |
| 165704 | R & D SUPPLY | 03/20/2018 | Regular | 0.00 | 491.77 | 16955 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 219950 | Invoice | 02/23/2018 | CUST #60CS18 - MISC CUSTODIAL SUPPLI | 0.00 | 491.77 | |
| 001-000-000-51890-3115 | | Office and Operating-Civi | | CUST #60CS18 - 800' WHIT | 86.50 | |
| 001-000-000-51890-3115 | | Office and Operating-Civi | | CUST #60CS18 - JUMBO JR | 117.50 | |
| 001-000-000-51890-3115 | | Office and Operating-Civi | | CUST #60CS18 - LUXURY F | 48.83 | |
| 001-000-000-51890-3115 | | Office and Operating-Civi | | CUST #60CS18 - URINAL SC | 22.99 | |
| 001-000-000-57250-3100 | | Office and Operating | | CUST #60CS18 - 800' WHIT | 57.66 | |
| 001-000-000-57250-3100 | | Office and Operating | | CUST #60CS18 - JUMBO JR | 78.34 | |
| 001-000-000-57250-3100 | | Office and Operating | | CUST #60CS18 - 40 X 48 16 | 42.07 | |
| 001-000-000-57250-3100 | | Office and Operating | | CUST #60CS18 - GROUT-SA | 24.09 | |
| 001-000-000-57250-3100 | | Office and Operating | | CUST #60CS18 - URINAL SC | 9.19 | |
| 401-000-000-53480-3101 | | Office & Operating - Shop | | CUST #60CS18 - URINAL SC | 4.60 | |
| VEN01458 | SARA CHILDERS-POLICE PETTY CASH | 03/20/2018 | Regular | 0.00 | 34.65 | 16956 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| MAR/2018 | Invoice | 03/02/2018 | RECPT #18268 & RECPT #18267 | 0.00 | 34.65 | |
| 001-000-000-52122-4900 | | Miscellaneous | | RECPT #18268 & RECPT #1 | 34.65 | |
| 200531 | SHELTON MAIL & SHIP | 03/20/2018 | Regular | 0.00 | 18.28 | 16957 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| PKG #5639 | Invoice | 03/02/2018 | PKG #5639-EVIDENCE TO WSP CRIME LAB | 0.00 | 18.28 | |
| 001-000-000-52122-4200 | | Communication | | PKG #5639-EVIDENCE TO | 18.28 | |
| 190240 | SITE RESPONSE LLC | 03/20/2018 | Regular | 0.00 | 356.98 | 16958 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 6620 | Credit Memo | 01/19/2018 | ULTRA-LOK SELF RETRACTING LIFELINE-W | 0.00 | -546.06 | |
| 001-000-000-54264-3100 | | Office and Operating | | ULTRA-LOK SELF RETRACTI | -78.01 | |
| 001-000-000-57680-3100 | | Office and Operating | | ULTRA-LOK SELF RETRACTI | -78.01 | |
| 401-000-000-53480-3100 | | Office and Operating | | ULTRA-LOK SELF RETRACTI | -78.00 | |
| 402-300-000-53580-3100 | | Office and Operating | | ULTRA-LOK SELF RETRACTI | -78.01 | |
| 402-400-000-53580-3100 | | Office and Operating | | ULTRA-LOK SELF RETRACTI | -78.01 | |
| 404-000-000-53180-3500 | | Small Tools/Equipment | | ULTRA-LOK SELF RETRACTI | -78.01 | |
| 503-000-000-54865-3102 | | Oper Supplies-Parts | | ULTRA-LOK SELF RETRACTI | -78.01 | |
| 6712 | Invoice | 02/21/2018 | FALL PROTECTION EQUIPMENT-RETRACT | 0.00 | 903.04 | |
| 001-000-000-54264-3100 | | Office and Operating | | FALL PROTECTION EQUIP | 129.01 | |
| 001-000-000-57680-3100 | | Office and Operating | | FALL PROTECTION EQUIP | 129.00 | |
| 401-000-000-53480-3100 | | Office and Operating | | FALL PROTECTION EQUIP | 129.01 | |
| 402-300-000-53580-3100 | | Office and Operating | | FALL PROTECTION EQUIP | 129.01 | |
| 402-400-000-53580-3100 | | Office and Operating | | FALL PROTECTION EQUIP | 129.00 | |
| 404-000-000-53180-3500 | | Small Tools/Equipment | | FALL PROTECTION EQUIP | 129.01 | |
| 503-000-000-54865-3102 | | Oper Supplies-Parts | | FALL PROTECTION EQUIP | 129.00 | |
| 196341 | STEVEN R. BUZZARD | 03/20/2018 | Regular | 0.00 | 47.87 | 16959 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| FEB/2018 | Invoice | 02/26/2018 | FEB/2018 JUDGE PRO TEM SERVICES | 0.00 | 47.87 | |
| 001-000-000-51250-4101 | | Judge Pro-Tem | | FEB/2018 JUDGE PRO TEM | 47.87 | |
| VEN01334 | SUEZ TREATMENT SOLUTIONS INC. | 03/20/2018 | Regular | 0.00 | 1,792.49 | 16960 |

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| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|-----------------------------|---------------------------|---------------------------------------|-------------------------|----------------|--------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 900073340 | Invoice | 02/12/2018 | CUST #707389-LAMP, 58" ARC 20" PIGTAI | 0.00 | 1,318.28 | |
| 402-400-000-53580-3100 | | Office and Operating | | CUST #707389-LAMP, 58" | 1,318.28 | |
| 900073890 | Invoice | 02/20/2018 | CUST #707389-NUT, ACME, DELRIN ACTU | 0.00 | 474.21 | |
| 402-400-000-53580-3100 | | Office and Operating | | CUST #707389-NUT, ACME | 474.21 | |
| VEN01578 | SUMMIT LAW GROUP | 03/20/2018 | Regular | 0.00 | 4,593.50 | 16961 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 90629 | Invoice | 02/16/2018 | JAN/2018 PROFESSIONAL SERVICES | 0.00 | 4,593.50 | |
| 001-000-000-52122-4100 | | Professional Services | | JAN/2018 PROFESSIONAL | 4,593.50 | |
| 178252 | TASCHNER & ASSOCIATES, PLLC | 03/20/2018 | Regular | 0.00 | 7,000.00 | 16962 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| MAR/2018 | Invoice | 03/01/2018 | MAR/2018 INDIGENT DEFENSE | 0.00 | 7,000.00 | |
| 001-000-000-51593-4100 | | Adult Misdemeanor | | MAR/2018 INDIGENT DEFE | 7,000.00 | |
| 201300 | TOZIER TRUE VALU HARDWARE | 03/20/2018 | Regular | 0.00 | 449.57 | 16963 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 424705 | Invoice | 02/22/2018 | CUST #20090-ICE MELT 40LB ACE | 0.00 | 175.60 | |
| 001-000-000-51890-3115 | | Office and Operating-Civi | | CUST #20090-ICE MELT 40 | 87.80 | |
| 001-000-000-57250-3100 | | Office and Operating | | CUST #20090-ICE MELT 40 | 87.80 | |
| 424795 | Invoice | 02/26/2018 | CUST #20090-KPR 15FT 500LB 4PK TIEDO | 0.00 | 16.83 | |
| 402-400-000-53580-3100 | | Office and Operating | | CUST #20090-KPR 15FT 50 | 16.83 | |
| 424804 | Invoice | 02/27/2018 | CUST #20090-FORN P/W BLAST NOZZLE | 0.00 | 26.08 | |
| 401-000-000-53480-3100 | | Office and Operating | | CUST #20090-FORN P/W B | 26.08 | |
| 424806 | Invoice | 02/27/2018 | CUST #20090-FULL COAT M NITRILE FOA | 0.00 | 8.41 | |
| 001-000-000-57680-3100 | | Office and Operating | | CUST #20090-FULL COAT | 8.41 | |
| 424820 | Invoice | 02/27/2018 | CUST #20090-NATURESCAPE MULCH | 0.00 | 19.62 | |
| 401-000-000-53480-3100 | | Office and Operating | | CUST #20090-NATURESCA | 19.62 | |
| 424878 | Invoice | 03/01/2018 | CUST #20090-OSC NOZZLE SWEEPER BRA | 0.00 | 123.39 | |
| 402-400-000-53580-3100 | | Office and Operating | | CUST #20090-OSC NOZZLE | 123.39 | |
| 424904 | Invoice | 03/02/2018 | CUST #20090-SUN-N-SHADE LAWN SEED | 0.00 | 52.27 | |
| 401-000-000-53480-3100 | | Office and Operating | | CUST #20090-SUN-N-SHA | 52.27 | |
| 424940 | Invoice | 03/05/2018 | CUST #20090-NUTS & BOLTS, ATLAS MD T | 0.00 | 13.26 | |
| 001-000-000-51890-3115 | | Office and Operating-Civi | | CUST #20090-NUTS & BOL | 13.26 | |
| 424941 | Invoice | 03/05/2018 | CUST #20090-SEAL KNOCKOUT, CAULK, N | 0.00 | 14.11 | |
| 001-000-000-54264-3100 | | Office and Operating | | CUST #20090-SEAL KNOCK | 14.11 | |
| VEN01608 | TUNDRA MECHANICAL LLC | 03/20/2018 | Regular | 0.00 | 222.37 | 16964 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| 1228 | Invoice | 02/17/2018 | REPAIRS TO CLOGGED URINAL | 0.00 | 222.37 | |
| 001-000-000-51890-4815 | | Repairs and Maintenance | | REPAIRS TO CLOGGED URI | 222.37 | |
| 202195 | U.S. BANK N.A.-CUSTODY | 03/20/2018 | Regular | 0.00 | 22.00 | 16965 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | | Account Name | Project Account Key | Item Description | Dist Amount | |
| FEB/2018 | Invoice | 02/01/2018 | FEB/2018 CUSTODY CHARGES 02/01/18-0 | 0.00 | 22.00 | |
| 001-000-000-51423-4102 | | Prof Services-Banking Fee | | FEB/2018 CUSTODY CHAR | 22.00 | |
| 202392 | VERIZON WIRELESS | 03/20/2018 | Regular | 0.00 | 2,233.71 | 16966 |

Check Register

Packet: APPKT00789-March 20, 2018 - Payables "B" Packet

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|------------------------|------------------------------|---------------------|----------------------------------------|-----------------|----------------|--------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 9802080599 | Invoice | 02/20/2018 | ACCT #972465947-00001 JAN 21 - FEB 20 | 0.00 | 1,378.60 | |
| 001-000-000-52122-4200 | Communication | | ACCT #972465947-00001 J | | 1,378.60 | |
| 9802237460 | Invoice | 02/23/2018 | ACCT #342078219-00001- JAN 24 - FEB 23 | 0.00 | 353.34 | |
| 001-000-000-51895-4200 | Communication | | ACCT #342078219-00001- | | 353.34 | |
| 9802331537 | Invoice | 02/23/2018 | #942084392-00001-JAN 24 - FEB 23 | 0.00 | 501.77 | |
| 001-000-000-51160-4200 | Communication | | 360-545-5504 - CITY ATTY | | 57.72 | |
| 001-000-000-51160-4200 | Communication | | 360-545-5505 - FINANCE C | | 57.72 | |
| 001-000-000-51160-4200 | Communication | | 360-545-5503 - CITY MAY | | 57.72 | |
| 001-000-000-51160-4200 | Communication | | 360-545-2556 - PUBLIC W | | 57.72 | |
| 001-000-000-51160-4200 | Communication | | 360-490-8164 - COMMISSI | | 57.72 | |
| 001-000-000-51310-4200 | Communication | | 360-968-9004 - CITY ADMI | | 57.72 | |
| 001-000-000-51423-4200 | Communication | | 360-280-0793 - FINANCE | | 40.01 | |
| 001-000-000-51888-4200 | Communication | | 360-968-9045 - COMMUNI | | 57.72 | |
| 001-000-000-55850-4200 | Communication | | 360-490-3057 - C.E.D. SEA | | 57.72 | |
| 202400 | VERLE'S SPORTS CENTER | 03/20/2018 | Regular | 0.00 | 86.79 | 16967 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| FEB/2018 | Invoice | 02/16/2018 | FEB/2018 STATEMENT | 0.00 | 86.79 | |
| 402-400-000-53580-3100 | Office and Operating | | FEB/2018 STATEMENT | | 86.79 | |
| 203115 | WALMART COMMUNITY/GEMB | 03/20/2018 | Regular | 0.00 | 139.23 | 16968 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| INV0002132 | Invoice | 02/14/2018 | ACCT #6032 2020 0021 4172 -MISC. SUPP | 0.00 | 75.44 | |
| 402-400-000-53580-3100 | Office and Operating | | ACCT #6032 2020 0021 41 | | 75.44 | |
| INV0002189 | Invoice | 02/21/2018 | SWIFFER, PUMICE STICK, PLDG DST ALL, C | 0.00 | 63.79 | |
| 001-000-000-51830-3100 | Office and Operating | | SWIFFER, PUMICE STICK, P | | 56.34 | |
| 001-000-000-51895-3100 | Office and Operating | | SWIFFER, PUMICE STICK, P | | 7.45 | |
| 203780 | WATER MGMNT LABORATORIES INC | 03/20/2018 | Regular | 0.00 | 89.00 | 16969 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 165071 | Invoice | 02/21/2018 | ACCT #AS201R - FECAL COLIFORM | 0.00 | 89.00 | |
| 402-400-000-53580-4100 | Professional Services | | ACCT #AS201R - FECAL CO | | 89.00 | |
| 203900 | WESMAR COMPANY, INC | 03/20/2018 | Regular | 0.00 | 461.91 | 16970 |
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| 248904 | Invoice | 02/22/2018 | CUST #31175-SODIUM HYPOCHLORITE 12 | 0.00 | 461.91 | |
| 401-000-000-53480-3104 | Office and Operating-Chl | | CUST #31175-SODIUM HY | | 461.91 | |
| 155563 | YOUNGLOVE & COKER-PLLC | 03/20/2018 | Regular | 0.00 | 6,000.00 | 16971 |

Check Register

Packet: APPKT00789-March 20, 2018 - Payables "B" Packet

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|-------------------------------|------------------------|---------------------|--------------------------------------|-----------------|----------------|--------|
| Payable # | Payable Type | Payable Date | Payable Description | Discount Amount | Payable Amount | |
| Account Number | Account Name | Project Account Key | Item Description | Dist Amount | | |
| FEB/2018 | Invoice | 02/25/2018 | FEB/2018 CITY PROSECUTING ATTY SERVI | 0.00 | 6,000.00 | |
| <u>001-000-000-51530-4101</u> | Prof Serv - Prosecutor | | FEB/2018 CITY PROSECUTI | | 6,000.00 | |

Bank Code APBNK -Warrants Summary

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|----------------|---------------|---------------|-------------|-------------------|
| Regular Checks | 146 | 71 | 0.00 | 326,271.67 |
| 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 |
| | 146 | 71 | 0.00 | 326,271.67 |

Fund Summary

| Fund | Name | Period | Amount |
|------|-------------|--------|-------------------|
| 999 | Pooled Cash | 3/2018 | 326,271.67 |
| | | | <u>326,271.67</u> |

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 within payroll warrants numbered 1349 through 1493 and 16874 through 16894 in the amount of \$616,928.68 and that the claims are just and due obligations against the City of Shelton and that I am authorized to authenticate and certify said claims.

Signed this 12th of March, 2018.



Director of Financial Services

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

Signed this _____ of _____, 2018.

Mayor Cronic

Commissioner McDowell

Commissioner Dorcy



CITY OF SHELTON, WASHINGTON - CITY COMMISSION

Business Meeting Minutes March 6, 2018

Shelton Civic Center - 7:00 p.m.

COMMISSIONERS AND PERSONNEL PRESENT

Commissioners:

Mayor Gary Cronce
Commissioner Kevin Dorcy
Commissioner Kathy McDowell

Personnel:

Interim City Manager Vicki Look
City Clerk Jamie Ogg
Communications & Economic Dev. Officer Andy Arnes
Public Works Director Craig Gregory
Senior Planner Jason Dose
Police Chief Darrin Moody

CALL TO ORDER

Mayor Gary Cronce called the meeting to order at 7:00 p.m.

COMMISSION REPORTS

Communications & Economic Development Officer Andy Arnes presented a letter written to Governor Jay Inslee regarding Economic Opportunity Zones.

One or more of the Commissioners will be attending the following events in the coming weeks:

- Mason Transit Authority Board Meeting
- Housing Coalition Meeting
- Meet with County Commissioners
- City Retreat with Bob Jean
- LEOFF Board Meeting
- Lions Club
- Chamber Luncheon
- Economic Development Council Board Meeting
- MACECOM Board Meeting

GENERAL PUBLIC COMMENT

Aubry Coots – General Comments
Jason Coots – General Comments
Tracy Moore – General Comments
Tom Davis – General Comments

Caroline Olsen – General Comments
Gigi Olsen – General Comments
Rod Olsen – General Comments
Susan Kirchoff – General Comments

CONSENT AGENDA

Vouchers numbered 16796 through 16868 in the amount of \$109,616.13
Minutes from the special meeting – executive session of January 30, 2018
Minutes from the business meeting of February 20, 2018

There was a motion to approve the Consent Agenda. Passed.

BUSINESS AGENDA

Construction Support/Project Management – Presented by Public Works Director Craig Gregory

Director Craig Gregory presented information regarding a contract with Gray & Osborne, Inc. for occasional construction support and project management.

The Commission concurred to place this item on the action agenda for March 20, 2018.

Black Rock Bulk Supply – Presented by Public Works Director Craig Gregory

Director Craig Gregory shared information about the need for black rock product throughout the year for road maintenance, pot holing, etc. City staff recommends entering into a contract with Kennedy Creek Quarry for black rock supplies.

The Commission concurred to place this item on the action agenda for March 20, 2018.

Downtown Connector Design Contract Amendment – Presented by Public Works Director Craig Gregory

Director Craig Gregory presented information regarding an amendment to the Downtown Connector Design Contract. The original contract did not include a roundabout, added parking and sidewalks, as well as a couple of design elements. This contract amendment does not exceed the budgeted amount.

The Commission concurred to place this item on the action agenda for March 20, 2018.

2018 Prosecution Services Contract – Presented by interim City Manager Vicki Look

Interim City Manager Vicki Look presented information about a contract renewal with Younglove & Coker, PLLC. This legal firm has been providing prosecution services for the City since 2006. The City negotiated new terms to better address the City's needs, and to bring compensation for prosecution services in line with 2018 rates.

The Commission concurred to place this item on the action agenda for March 20, 2018.

Mountain View Elementary School Replacement – Presented by Senior Planner Jason Dose

Senior Planner Jason Dose shared details about the need for a Special Use Permit for the school replacement because the property lies within identified Airport Overlay Zones.

The Commission concurred to place this item on the action agenda for March 20, 2018.

ACTION AGENDA

Basin 3 Construction Contract Award – Presented by Public Works Director Craig Gregory

Director Craig Gregory shared information about the Basin 3 Construction Contract Award. The bid for this project was won by Pivetta Brothers Construction Inc. This project is projected to be fully funded by grant money. There were no public comments.

There was a motion to award the contract for Basin 3 construction to Pivetta Brothers Construction Inc. Passed.

2018 SCADA Services – Presented by Public Works Director Craig Gregory

Director Craig Gregory shared information about a new contract for 2018 for SCADA Services. This contract replaces the contract that expired at the end of 2017. There were no public comments.

There was a motion to approve the contract for SCADA services. Passed.

On-Call Material Testing – Presented by Public Works Director Craig Gregory

Director Craig Gregory shared the City's need for material testing. City staff is neither certified, nor has the facilities to collect and test construction materials. Two proposals were received from the RFQ and Mayes Testing Engineers, Inc. was identified to best meet the City's needs. There were no public comments.

There was a motion to approve the contract with Mayes Testing Engineers, Inc. for On-Call Material Testing. Passed.

State Parks Sewer Sludge Interlocal Agreement – Presented by Public Works Director Craig Gregory

Director Craig Gregory shared information regarding an Interlocal Agreement with the State Parks to process their digested sewer sludge on a monthly basis. Mike Olsen and Maudi Newman made public comments on this matter.

There was a motion to approve the Interlocal Agreement with Washington State Parks for further treatment of their digested sewer sludge. Passed.

Department of Commerce Direct Appropriation Grants for Basin 3 – Presented by Public Works Director Craig Gregory

Director Craig Gregory presented information about two direct appropriation grants from the Department of Commerce for the Basin 3 project. These two grants total almost \$3,000,000. There were no public comments.

There was a motion to accept both grants for the Basin 3 project. Passed.

Interim Asst. City Manager Contract – Presented by Interim City Manager Vicki Look

Interim City Manager Vicki Look presented the Commission with an agreement to contract with Mr. Bob Jean to act as interim Asst. City Manager through the end of May, 2018. Mr. Jean will help the City prepare for the transition from the Commission to a Council form of government, as well as other duties. Jason Coots made a public comment on this matter.

There was a motion to approve the Employment Agreement between the City of Shelton and Mr. Bob Jean. Passed.

Use of Jail Facilities Interlocal Agreement – Presented by Police Chief Darrin Moody

Police Chief Darrin Moody shared updated information regarding an Interlocal Agreement with Mason County for use of their jail facilities. Tom Davis made a public comment on this matter.

There was a motion to accept the Interlocal Agreement with Mason County for the use of their jail facilities. Passed.

ADMINISTRATION REPORTS

Interim City Manager Vicki Look did not have a manager report, but reminded the Commission to review the Looking Ahead document which lists upcoming agenda items. If the Commissioners have any questions, City staff is available to provide clarification before these items are placed on the agenda.

ANNOUNCEMENT OF NEXT MEETING

The next Commission Meeting will be Tuesday, March 20, 2018 at 7:00 p.m.

ADJOURN

As there was no further business, Mayor Cronic adjourned the meeting at 8:20 p.m.

Mayor

City Clerk



CITY OF SHELTON COMMISSION BRIEFING REQUEST

Touch Date: 03/06/18
Brief Date: **03/20/18**
Action Date: 04/03/18

Department: Public Works
Presented By: **Craig Gregory**

APPROVED FOR COMMISSION PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

**Basin 3 Sewer Rehabilitation
Material Testing Services**

☐

Ordinance

☒ Dept. Head

☐ Finance Director

☒ Attorney

☒ City Clerk

☐ City Manager

ATTACHMENTS:

**Basin 3 Sewer Rehabilitation
Material Testing Services
Contract**

☐

Resolution

☐

Motion

☒

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The Engineering Department requires accredited materials testing services in order to adequately determine quality construction and to fulfill some funding and permit requirements. City staff is neither certified, nor has the facilities to collect and test construction materials. With the City having the Basin 3 Sewer Rehabilitation Project where we would need material testing services, City Staff chose to request proposals for this work. Two proposals were received from our RFQ that went out to advertisement throughout February 2018. Construction Testing Laboratories, Inc. was clearly identified as having both the highest submission score, as well as the ability to meet the needs of the City.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The funding for this will be coming out of the Basin 3 Sewer Rehabilitation Project.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff recommends the Commission concur to place the contract for Construction Testing Laboratories, Inc. on the action agenda for April 03, 2018.

CONTRACT FOR SERVICES

City of Shelton and Construction Testing Laboratories, Inc.

This Agreement is entered into by and between the City of Shelton, Washington, ("the City") and Construction Testing Laboratories, Inc., ("the Consultant"), whose principal office is located at 400 Valley Ave N.E., Suite 102, Puyallup WA 98372.

WHEREAS, the City has determined the need to have services performed for the **Basin 3 Sewer Rehabilitation Project Materials Testing Services**; and

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

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

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform engineering services as described on Exhibit "A" attached hereto and incorporated herein by this reference as if fully set forth in this contract. 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.
2. **Compensation and Method of Payment.** 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 set forth in Exhibit "C" as work dictates.

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 "D," Tax Identification Number, to the

City prior to or along with the first billing voucher submittal. The Consultant is required to have a City Business license and no payment will be made until one is obtained.

3. **Provisions for Changes in Scope of Consultant Services.** The Consultant agrees to perform those services which are described in Exhibit "A" attached hereto. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental work program and upon the City's approval, shall be compensated on the same terms of this contract as previously stated, or in a manner mutually agreed upon by both parties.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending **December 31, 2019**, unless sooner terminated under the provisions hereinafter specified.
5. **Ownership and Use of Documents.** All documents, drawings, specifications, and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City's use of the documents, drawings, specifications, and other materials outside of the project intended.
6. **Independent Consultant.** The Consultant and the City agree that the Consultant is an Independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

In accordance with Shelton Municipal Code, for the privilege of accepting or executing a contract with the City of Shelton, irrespective of whether goods or services are delivered within or outside the city, or whether the person's office is within or outside the city, the consultant is subject to the licensing requirements and business and occupation tax levied in SMC Chapters 5.04.030 and 3.52.050.

7. **Indemnification/Hold Harmless.** The Consultant shall defend, indemnify, and hold the Public Entity, its officers, officials, employees, and agents harmless from any and all claims, injuries, damages, losses, or suits including all legal cost and reasonable attorney fees, to the extent arising out of or resulting from the acts, errors or omissions of the Consultant in

performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provision of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.**

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 001.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at

- least as broad as ISO CG 20 26.
3. Worker's Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall

constitute a material breach of contract, upon which the Public Entity 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity 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 Public Entity evidences limits of liability lower than those maintained by the Consultant.

9. **Record Keeping and Reporting.**

- A. The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

10. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit as allowed by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Consultant's financial statement and condition and to a copy of the results of any such audit or other examination performed by or on behalf of the Consultant.

11. **Termination.** This Agreement may at any time be terminated for any reason by the City upon giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Consultant will be paid for satisfactory work performed through the date of termination.

12. **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.

13. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
14. **Entire Agreement.** This Agreement and Exhibits A, B, C, & D 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.
15. **Notices.** The designated project 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 following address:

Dennis Smith
Operations Manager
Construction Testing Laboratories, Inc.
400 Valley Ave NE, Suite 102
Puyallup, WA 98372
Phone number: (253)383-8778
Cell: (253) 732-7575
Email: denniss@ctlwa.com

16. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit,

arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Mason County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit.

17. **Representation of Consultant.** The Consultant represents to the City that it has no conflict of interest in performing any of the services set forth in Exhibit "A." In the event that the Consultant is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project.
18. **Invoice and Activity Report.** The Consultant shall provide an activity report with each invoice highlighting services provided during the billing period, upcoming activities, and emerging management issues.

CONTRACT SIGNATURES

DATED this _____ day of _____, 2018.

CITY OF SHELTON

CONSTRUCTION TESTING LABORATORIES, INC.

By: _____
Signature

By: _____
Signature

Printed Name and Title:

Printed Name and Title:

Gary Cronic, Mayor

Attest/Authenticated:

City Clerk

EXHIBIT A

City of Shelton Scope of Work

Scope of Work:

Consultant shall provide testing services to the City for the Basin 3 Sewer Rehabilitation Project as required to meet regulatory and contract compliance needs. The construction of this project is scheduled to begin on or about March 2018, lasting approximately 250 working days. Consultant shall be available to collect samples or perform testing with as little as 12 hours notice. **The City will provide a 2 (two) hour minimum call out for all inspection services.**

The Basin 3 Sewer Rehabilitation Project includes the following:

1. 3.2 miles of trench reconstruction, including curb, sidewalks, trenching, and hot mix asphalt
2. 17,000 LF of various sized sewer pipes.
3. Roadway excavation and import of borrow.

The general testing services required by City may include, but are not limited to:

- Field Density testing
- HMA compaction
- HMA compliance testing
- Concrete compliance testing
- Concrete strength testing
- Acceptance Sampling
- And the related lab analysis as necessary

EXHIBIT B

City of Shelton
Billing Voucher

To: City of Shelton
525 West Cota
Shelton, Washington 98584
Phone: (360) 426-9731
FAX: (360) 426-7746

Submittal No.: _____

Consultant: _____ Telephone: () _____

Mailing Address: _____

Project Title: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice: _____ (Attach Invoice)

Authorized Signature

BUDGET SUMMARY

| | |
|-----------------------|----------|
| Total contract amount | \$ _____ |
| Previous payments | \$ _____ |
| Current request | \$ _____ |
| Total requested this | |
| contract to date | \$ _____ |
| Balance remaining | \$ _____ |

Note: If applicable, submit a separate voucher for each project, which is funded by your City of Shelton contract.

For Department Use Only

Date: _____

Craig Gregory, Public Works Director

EXHIBIT C

Consultant's Fee Schedule



Construction Testing Laboratories, Inc.

400 Valley Avenue NE
Suite 102
Puyallup, WA 98372

253-383-8778
fax 253-770-8232
www.ctlwa.com

JANUARY 2018 FEE SCHEDULE

| ITEM # | DESCRIPTION | PRICE |
|--------------------------------------------|------------------------------------------------------------------------------------------|-----------|
| TECHNICIAN / ENGINEERING PERSONNEL: | | |
| 1 | Engineering Technician (Reinforced Concrete & Masonry) | \$ 57.00 |
| 2 | Soils & Asphalt Engineering Technician..... | \$ 59.00 |
| 3 | Laboratory Technician..... | \$ 73.00 |
| 4 | Professional Engineers..... | \$ 123.00 |
| 5 | Post Tension Inspection..... | \$ 61.00 |
| 6 | Fireproofing Inspections..... | \$ 60.00 |
| 7 | Roofing Inspection..... | \$ 58.00 |
| 8 | Pachometer Technician..... | \$ 88.00 |
| 9 | Epoxy Bolt / Anchor Bolting/Dowel Inspection..... | \$ 57.00 |
| 10 | Reinforcing Steel Inspection..... | \$ 57.00 |
| 11 | Sample Pick Up..... | \$ 57.00 |
| 12 | Lateral Framing / Nailing Inspection | \$ 57.00 |
| 13 | Wood Moisture Testing (In-Field) | \$ 61.00 |
| 14 | Piling Inspection..... | \$ 61.00 |
| 15 | Shotcrete Inspection..... | \$ 61.00 |
| 16 | Infiltration Testing..... | \$ 61.00 |
| 17 | Rebound Number of Hardened Concrete (C-805) | \$ 66.00 |
| 18 | Moisture Vapor through Floor / Slab..... | \$ 68.00 |
| | • Calcium Test Kits..... | \$ 21.00 |
| 19 | Relative Humidity- Concrete Floors..... | \$ 68.00 |
| 20 | Relative Humidity (Instant)..... | \$ 68.00 |
| | • RH Test Tubes..... | \$ 43.00 |
| 20 | Hazmat Technician..... | \$ 68.00 |
| 21 | Acoustic Ceiling Inspection..... | \$ 57.00 |
| 22 | Emergency Lighting Inspection | \$ 58.00 |
| 23 | Floor Flatness..... | \$ 128.00 |
| 24 | CESCL..... | \$ 76.00 |
| CONCRETE : | | |
| 25 | Organic Impurities (C-40) | \$ 80.00 |
| 26 | Sulfate Soundness (C-88) | |
| | • Magnesium (C-88), per sample..... | \$ 340.00 |
| | • Sodium (C-88), per sample..... | \$ 375.00 |
| 27 | Unit Weight of Aggregate (C-29) | \$ 90.00 |
| 28 | Shotcrete Panels: 3 Cores with Compressive Strength..... | \$ 240.00 |
| | • Additional Cores from Panel..... | \$ 60.00 |
| 29 | Clay Lumps & Friable Particles (C-142) | \$ 110.00 |
| 30 | Light Weight Pieces (C-123) | \$ 160.00 |
| 31 | Compressive Strength Tests (C-39) | \$ 23.00 |
| 32 | Cast by Client of Contractor Cylinder Specimens..... | \$ 40.00 |
| | *if sawing or extra handling is required a minimum rate of \$61.00 each will be charged. | |
| 33 | Cast by Client of Contractor Core Specimens..... | \$ 60.00 |
| 34 | Flexural Strength, 6" x 6" Concrete Beam (C-293) | \$ 70.00 |



JANUARY 2018 FEE SCHEDULE

| ITEM # | DESCRIPTION | PRICE |
|------------------------------------------|--------------------------------------------------------------------------------------|--------------------|
| MASONRY: | | |
| 35 | Compressive Tests, Mortar or Grout Specimens (UBC-24/23) | \$ 24.00 |
| 36 | Compressive Tests, Mortar Cubes (C-109) | \$ 23.00 |
| 37 | Compressive Tests, Masonry Unit (C-140) | \$ 65.00 |
| 38 | Compressive Strength, Masonry Composite Prisms (UBC-2405) | \$ 75.00 |
| DIAMOND CORING: | | |
| 39 | Coring Technician..... | \$ 95.00 |
| 40 | Coring Support Technician | \$ 50.00 |
| HIGH STRENGTH BOLTS: | | |
| 41 | High Strength Bolt Inspection | \$ 61.00 |
| 42 | Bolt Pull-Out (Tension [1 Technician]) | \$ 80.00 |
| 43 | Bolt Pull-Out (Tension [2 Technician]) | \$ 150.00 |
| WELDING: | | |
| 44 | Visual Welding Inspection..... | \$ 61.00 |
| 45 | Magnetic Particle or Dyepenetrant..... | \$ 87.00 |
| 46 | Ultrasonic Test (UT) | \$ 87.00 |
| 47 | Tensile Strength of Reinforcing Steel (Yield, Elongation, Unit Wt) | Quote Upon Request |
| SOILS MECHANICS LABORATORY TESTS: | | |
| 48 | Specific Gravity / Absorption of Coarse Aggregate (C-127) | \$ 95.00 |
| 49 | Specific Gravity / Absorption of Fine Aggregate (C-128) | \$ 145.00 |
| 50 | Sieve Analysis (C-136, C-117 [Wet Sieve]) | \$ 165.00 |
| 51 | Sieve Analysis (Add # 270, C-136, C-117 [Wet Sieve]) | \$ 195.00 |
| 52 | WSDOT Degradation..... | \$ 180.00 |
| 53 | Sand Equivalent (D-2419) | \$ 95.00 |
| 54 | Particle Size Analysis (D-422) Hydrometer (without D-854) | \$ 270.00 |
| 55 | Particle Size Analysis (D-422) Hydrometer (with D-854)..... | \$ 370.00 |
| 56 | Specific Gravity of Soils (D-854) | \$ 130.00 |
| 57 | Atterberg Limits (D-424), Liquid Limit, Plastic Limit, Plasticity Index..... | \$ 190.00 |
| 58 | Maximum Density Optimum Moisture-Density Curve [Proctor] (D-698, D-1557) | \$ 185.00 |
| 59 | pH of Soils/Aggregates (D-4972) | \$ 65.00 |
| 60 | Laboratory Determination of Moisture Content (D-2216) | \$ 65.00 |
| 61 | Resistance to Abrasion, Los Angeles Machine (C-131, C-535) | \$ 240.00 |
| 62 | Fracture Face Count..... | \$ 75.00 |
| 63 | % Organics By Weight (D-2974) | \$ 135.00 |
| 64 | Flat & Elongated Pieces in Aggregate (ASTM D-4791) | \$ 125.00 |
| 65 | Uncompacted Void Content of Fine Aggregate T-304, Specific Gravity Not Included..... | \$ 110.00 |
| 66 | Aggregate Durability Index (AASHTO T-210) | \$ 180.00 |
| 67 | Wood Waste (WSDOT) | \$ 65.00 |



JANUARY 2018 FEE SCHEDULE

| ITEM # | DESCRIPTION | PRICE |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| ASPHALTIC CONCRETE MIXES: | | |
| 68 | Gyratory Tests (Superpave) (312)..... | \$ 275.00 |
| 69 | Extraction and Gradation % Bitumen (T-308) (C-136 [Wet]) Sieve (C-117) | \$ 235.00 |
| 70 | Specific Gravity of Compacted Field Sample (D-2726) WSDOT 704 (Pavement Core) | \$ 65.00 |
| 71 | Complete Mix Design by Gyratory Method (SHRP / Superpave) (Does not include anti-strip testing) | \$ 4500.00 |
| 72 | Permeability of Asphaltic Concrete..... | \$ 300.00 |
| 73 | Marshall Test, per Molded Specimen ([D-1559] Includes Stability, Flow and Unit Wt.) per set of 3..... | \$ 450.00 |
| 74 | Complete Design of Bituminous Mixture by Marshall Method (Does not include anti-strip testing)..... | \$ 4500.00 |
| 75 | Rice Maximum Theoretical Density (D-2041) | \$ 115.00 |
| 76 | Hamburg, test only, supplier provides 2 or 4 specimens | \$ 500.00 |
| 77 | Hamburg, production sample..... | \$ 700.00 |
| 78 | Hamburg, performed with Mix Design, CTL makes 2 or 4 specimens | \$ 900.00 |
| 79 | Hamburg, performed without Mix Design, CTL makes 2 or 4 specimens..... | Quote Upon Request |
| 80 | IDT, test only, supplier provides 3 specimens | \$ 150.00 |
| 81 | IDT, performed with Mix Design, CTL makes 3 specimens | \$ 350.00 |
| 82 | IDT, performed without Mix Design, CTL makes 3 specimens | Quote Upon Request |
| 83 | Anti-Strip evaluation TSR (D-4867) when performing mix design | \$ 1250.00 |
| 84 | Anti-Strip evaluation TSR (D-4867) without performing mix design | Quote Upon Request |
| MISCELLANEOUS: | | |
| 85 | Mileage..... | \$ 0.75 |
| 86 | Ferry Charges..... | Quote Upon Request |
| 87 | Per Diem (Lodging, Meals and etc.) | Quote Upon Request |
| 88 | Dry Density of Fireproofing Material..... | \$ 175.00 |
| 89 | Badge/Safety Classes/Time..... | \$ 57.00 |
| BASIS OF CHARGES (RATE CHARGES & NOTIFICATION) : | | |
| 90 | Four-hour minimum for inspection, sampling and field-testing. One-hour minimum for cylinder pick-up. Time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.) Monday through Friday will be charged at 1.5 times the standards rate. Double time will be charged for Sundays and Holidays. Four-hour minimum for Weekends and Holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days. Prices are subject to change without notice. Twenty-four (24) hour notice is required to schedule technician(s). Six-hour notification required for cancellations for night and weekend work (a four-hour minimum charge would apply without proper notification). A 3% escalation for hourly and unit prices for multi-year contracts will apply. | |
| MAIL DISTRIBUTION (REPORTS) : | | |
| 91 | All overhead, engineer review of reports, final inspection report and mail distribution costs are included in the hourly / unit rates. THERE ARE NO HIDDEN CHARGES. | |
| TERMS OF SALE (PAYMENT DUE DATE / PAST DUE) : | | |
| 92 | All invoices are "NET" and payment is due on the 30 th day of following the invoice date, unless otherwise stated on the application invoice. An account is considered past due on 31 st day following date of invoice. All accounts not paid by date may be subject to suspension. A late charge of 1.5% per month annual will be imposed on past due accounts. Customers/clients agree to pay all attorney's fees and costs of collection. | |
| DISPATCH NOTIFICATION: | | |
| 93 | Also, it is the responsibility of the client or designated representative to schedule <i>and/or</i> cancel field work with our office only, not through field personnel. CTL cannot be held responsible for scheduling <i>and/or</i> cancellation of services made through field inspector(s). In addition, twenty-four hours notices are required to schedule or dispatch inspector(s) for inspection and testing services. | |



JANUARY 2018 FEE SCHEDULE

TERMS, DEFINITIONS & GENERAL CONDITIONS

1 PARTIES & SCOPE OF WORK: Construction Testing Laboratories, Inc. (herein "CTL") is performing the specific inspection, testing, or other services performed by CTL as described in its proposal accepted by Client, (herein the "Work"), which shall be subject to these Terms, Definitions, and General Conditions. The Client accepts sole responsibility for determining whether the quantity and nature of the Work ordered by Client adequate and sufficient for Client's needs.

2 ACCESS TO SITE/NOTIFICATIONS: Client shall arrange and provide access to the site as required for CTL to perform work. Advance notification for inspection and testing services is the responsibility of Client and/or its Representative. Inspection or testing services should be requested as far in advance as practical (preferably a minimum of two business days notification). CTL, Inc. has not included in its fee and is not responsible for the cost of restitution of damage that may occur due to work performed. Client agrees to indemnify and save CTL harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or proper damage occurring with respect to CTL's work or arising from subsurface or latent conditions or damage to subsurface, lines or conduits. Client, landowner, and its agents shall accept sole responsibility to notify appropriate agencies in regard to any hazardous substances discovered by CTL on the project site. CTL is expressly relieved from any obligations to report the presence of hazardous substances to any all regulatory agencies.

3 SCHEDULE OF WORK: CTL's work will be accomplished in a timely, workmanlike manner by CTL or its sub-contractor at the prices of fees quoted. If CTL is required to delay commencement of the work or if it is required to stop or interrupt the progress of its work as a result of changes in scope requested for any reason by the Client, interruptions in the progress of construction, or causes beyond the control of CTL, additional charges will applicable and payables by the Client.

CTL will provide its professional services to Client, as defined by its scope of work with that degree of care and will ordinarily exercise under similar circumstances by members of its profession. This representation is in lieu of any warranties or other representations, either expressed or implied. It is also understood and agreed that statements made in CTL reports are opinions based observations, and should not be construed to be conclusive representatives of fact. If conditions different from what are indicated in the reports come to Client's attention after receipt of the reports, it is recommended that Client contact CTL immediately to authorize further appropriate evaluation.

4 PAYMENT: Client shall be invoiced twice each month for work performed during the preceding month. Client agrees to pay each invoice within 30 days of its receipt. A service charge of 1.5 % per month is added to all delinquent accounts. Where legal action, including assertion of lien rights, becomes necessary to obtain payment for services provided, Client agrees to pay all collection costs, including reasonable attorney's fees. CTL's final report will not be submitted until all invoices are paid.

5 INDEMNITY: CTL, Inc. agrees to indemnify and hold Client harmless from any and all claims; suits, costs and expenses subject the foregoing limitations, including reasonable attorney's fees and court costs, but only to the extent of CTL's negligence. Client shall provide same protection to CTL to the extent of its negligence. In the event that Client or its principals shall bring suit, cause of action, claim or counterclaim against CTL, the party initiating such action shall pay to CTL the costs and expenses incurred by CTL to investigate, answer and defend itself including reasonable attorney's fees, witness fees and court costs to the extent that CTL shall prevail in such suit. Notwithstanding in performing services of work, Client and all parties claiming as a result thereof agree that the maximum aggregate amount of liability of CTL and its officers, employees and agents shall be limited to the total of the fee paid to CTL for its work. CTL may engage the services of other contractors/consultants on behalf of Client to provide professional services. CTL shall be held harmless, and assumes no liability, for the services of said contractor/consultant. As such, CTL shall be held harmless from any claim which may arise out of the actions of the contractor/consultant.

6 PROVISIONS: All quotations are based upon standard non-overtime hourly rates. If unforeseen circumstances cause CTL to work on Saturdays, Sundays or after 16:30 hr. and in excess of eight hours Monday thru Friday, the non-overtime rates quoted will be multiplied by 1.5 to establish the correct overtime rate. Unless otherwise agreed, this proposal terminates in 60 calendar days from the date of issue accepted in writing within said 60 days. CTL may dispose of project inspection files after a period of seven years. Client may request in writing of extend the file retention period to obtain custody in lieu of disposal, subject to mutual agreement upon a retention/custody agreement, including fees to be paid CTL.



JANUARY 2018 FEE SCHEDULE

TERMS, DEFINITIONS & GENERAL CONDITIONS

- 7 ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties and there are no representations, warranties or understandings made other than those as set forth herein. This agreement may be modified only in writing, signed by each of the parties. No work can be performed prior to written acceptance of this proposal. Any controversy of claim arising out of or relating to Terms and General Conditions or breach thereof shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association and judgment upon the award rendered by the arbitration(s) may be entered in any court having jurisdiction hereof. Any such arbitration shall take place in Tacoma, Washington. The prevailing party, as determined by the Arbitrator, shall be awarded its costs and reasonable attorney's fees.
- 8 SUBCONTRACTORS:** CTL subcontracts to Certified Inspection Services for the magnetic particle and ultrasonic testing of welds. CTL subcontracts to Spectra Laboratories for analytical testing. CTL reviews subcontractors report for content only.

TERM OF SALE

| | |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PAYMENT DUE DATE | All invoices are " NET " and payment is due on the 30th day following the invoice date, unless otherwise stated on the application invoice. An account is considered past due on the 31st day following date of invoice. |
| PAST DUE ACCOUNT | All accounts not paid by due date may be subject to suspension. A late charge of 1.5% (18% per month annual) will be imposed on past due accounts. Customers agree to pay all attorneys' fee and costs of collection. |

I / We understand and agree to the foregoing terms of sale and authorize you to obtain such information as you may require concerning this application.

ACKNOWLEDGEMENT/ACCEPTANCE of FEE SCHEDULE *and* TERMS, DEFINITIONS, TERM OF SALES *and* GENERAL CONDITIONS

Upon acceptance, please sign and return at your earliest convenience. Also, our office will e-mail you a mail distribution list so copies of reports can be sent to your Engineers/Owners if you so desire. Reports for projects can also found on our website www.ctlwa.com and can be accessed at your convenience.

Agreed of this

day of

ACCEPTED BY

PLEASE PRINT

SIGNATURE

PLEASE SIGN

TITLE

PERSON'S TITLE

FIRM NAME

COMPANY NAME

FIRM ADDRESS

BILLING / MAILING ADDRESS

EMAIL ADDRESS

PROJECT NAME

PLEASE PRINT

**JOBSITE
ADDRESS**

**CONTACT
NO(S)**

CELL PHONE NO.

OFFICE PHONE NO.

OFFICE FAX NO.

EXHIBIT D

CITY OF SHELTON
525 West Cota Street
Shelton, WA 98584
Phone: (360) 426-9731
FAX: (360) 426-7746

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

☐ Corporation ☐ Partnership ☐ Government Agency
☐ Individual/Proprietor ☐ Other (please explain)

Tax Identification #: _____

Social Security #: _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Business e-mail: _____

Authorized Signature (required)

Date



CITY OF SHELTON COMMISSION BRIEFING REQUEST

Touch Date:
Brief Date: 3/20/18
Action Dates: 4/3/18

Department: Finance
Presented By: Teri Schnitzer

APPROVED FOR COMMISSION PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

| | | |
|--------------------------|------------------|-------|
| <input type="checkbox"/> | Dept. Head | _____ |
| X | Finance Director | _____ |
| X | Attorney | _____ |
| X | City Clerk | _____ |
| X | City Manager | _____ |

PROGRAM/PROJECT TITLE:
Water Service Appeals

ATTACHMENTS:
Ordinance No. 1918-0318

| | |
|--------------------------|------------|
| X | Ordinance |
| <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | Other |

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Regarding utilities, the City desires to ensure that a clear notice and opportunity for hearing is provided prior to disconnection of utilities. To clarify the customer's right for an opportunity to be heard, section 15.28.120 has been expanded to include sequential steps to follow in regards to an appeal process.

ANALYSIS/OPTIONS/ALTERNATIVES:

None

BUDGET/FISCAL INFORMATION:

None

PUBLIC INFORMATION REQUIREMENTS:

None

STAFF RECOMMENDATION/MOTION:

Staff requests the Commission hold a first reading of Ordinance No. 1918-0318 and place on the action agenda for April 3, 2018 for a second reading and adoption.

ORDINANCE NO. 1918-0318

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, RELATING TO WATER SERVICE APPEALS, AMENDING SECTION 15.28.120 OF THE SHELTON MUNICIPAL CODE.

WHEREAS, the City Commission desires to update Section 15.28.120 of the Shelton Municipal Code, pertaining to Water Service appeals;

NOW THEREFORE, be it ordained by the City Commission of the City of Shelton, Washington:

Section 15.28.120 entitled “Appeals” is hereby repealed in its entirety and replaced with the following:

15.28.120 Appeals.

A. Any customer who believes that an assessed user charge, billing or notice of delinquency is out of compliance with this chapter may appeal such charges, billing or notice of delinquency pursuant to the appeal process defined in this section.

B. Within seven (7) business days of the date printed on the invoice (in the event of appeal of an assessed user charge or billing) or within seven (7) business days of the date printed on the delinquency notice (in the event of an appeal of delinquency status), submit a written appeal to the City’s Director of Financial Services by personal delivery or by first-class mail to the City’s business address. The written appeal shall state **a)** what is disputed; **b)** specific dollar figures disputed; **c)** explanation regarding why the billing and/or determination of delinquency appear inaccurate; and **d)** specific details regarding the corrective action requested of the City, including specific dollar figures. If personally delivered, this written appeal must be received by the City within seven (7) business days of the date printed on the subject invoice or notice, with the date printed on the subject invoice or notice not included in the seven (7) day date calculation. If mailed, the written appeal must be postmarked within seven (7) business days of the date printed on the subject invoice or notice, with the date printed on the subject invoice or notice not included in the seven (7) day date calculation. The customer shall retain proof of postage and mailing for reference purposes.

C. Water service will be subject to disconnection seven (7) business days following the respective appeal due dates specified in this section, in the event no written appeal is received by the City by the specified due dates.

D. The Director of Financial Services will evaluate a written appeal timely submitted, and will issue written finding(s) and a determination within seven (7) business days of receipt of the appeal, with the date of receipt not included in the date calculation. The written finding(s) and determination will be mailed to the customer’s address of record.

E. If the Director of Financial Services determines that the charges are unwarranted, user charges for the subject account shall be corrected and the revised charges shall be retroactively applied for up to four months, with any credit applied to the subject account.

F. Should the customer disagree with the Director of Financial Services' written finding(s) and determination, the customer may appeal and proceed as final hearing to the City Manager, or designee, pursuant to the process detailed herein. An appeal to the City Manager, or designee, may be submitted in writing by personal delivery or by first-class mail to the City's business address. The written appeal shall specifically reference the Director of Financial Services' written finding(s) and determination, and shall state **a)** what specific finding(s) and/or determination of the Director of Financial Services is/are disputed; **b)** specific dollar figures disputed; **c)** explanation regarding why the Director of Financial Services' written finding(s) and/or determination appear(s) inaccurate; **d)** specific details regarding the corrective action requested of the City, including specific dollar figures; and **e)** whether an in-person hearing is requested or whether the matter is to be decided solely on the basis of the written submittal.

If personally delivered, the written appeal must be received by the City within seven (7) business days of the date printed on the Director of Financial Services' written finding(s) and determination, with such printed date not included in the seven (7) day date calculation. If mailed, the written appeal must be postmarked within seven (7) business days of the date on the Director of Financial Services written finding(s) and determination, with such printed date not included in the seven (7) day date calculation. The customer shall retain proof of postage and mailing for reference purposes.

The City Manager, or designee, will evaluate the appeal and if an in-person hearing is not requested, will issue written finding(s) and determination with seven (7) business days of the appeal receipt date (in the case of personal delivery), or appeal postmark date (in the case of mailing), with the appeal receipt date or postmark date not included in the date calculation. Such decision shall be final, and the written finding(s) and determination will be mailed to the customer's address of record.

If an in-person hearing is requested, the in-person hearing shall be conducted by the City Manager, or designee, within ten (10) business days from the date of personal delivery or mailing postmark of the appeal to the City Manager, or designee, with date of delivery or postmark not included in the date calculation. Following the hearing, the City Manager, or designee, will issue written finding(s) and determination, within seven (7) business days of the hearing date, with date of hearing not included in the date calculation. Such decision shall be final, and the written finding(s) and determination will be mailed to the customer's address of record.

G. A scheduled disconnection for disputed charges shall be placed on-hold pending the appeal process; PROVIDED, that disconnection may proceed seven (7) business days following the respective appeal due dates specified in this section, in the event no written appeal is received by the City by the specified due dates; OR immediately upon the final decision by the City Manager, or designee, in the event the final decision upholds the pending disconnection.

H. The customer must pay all undisputed subsequent utility billing charges, penalties and fees in order to keep the appeal process active. Any undisputed charges left unpaid are subject to the disconnection process.

Section 2.

Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3.

Savings Clause. Section 15.28.120 of the Shelton Municipal Code shall remain in full force and effect until such date as this ordinance becomes effective.

Section 4.

Effective Date. The appeal process provided for in this Ordinance shall be effective thirty (30) days from the date of adoption of this Ordinance.

INTRODUCED the ____ day of _____ 2018.

ADOPTED by the City Commission of the City of Shelton, Mason County, Washington at a regular open public meeting held the ____ day of April 2018, the following Commissioners being present and voting in favor of this ordinance.

ATTEST:

City Clerk Jamie Ogg

Mayor Cronic

Commissioner Dorcy

APPROVED AS TO FORM:

City Attorney Kristin French

Commissioner McDowell



CITY OF SHELTON COMMISSION BRIEFING REQUEST

Touch Date:
Brief Date: 3/20/18
Action Date: 4/3/18

Department: Finance
Presented By: Teri Schnitzer

APPROVED FOR COMMISSION PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Sewer Service Appeals

X Ordinance

☐ Dept. Head

☐ Resolution

X Finance Director

ATTACHMENTS:
Ordinance 1919-0318

☐ Motion

X Attorney

☐ Other

X City Clerk

X City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Regarding utilities, the City desires to ensure that a clear notice and opportunity for hearing is provided prior to disconnection of utilities. To clarify the customer's right for an opportunity to be heard, section 14.28.090 has been expanded to include sequential steps to follow in regards to an appeal process.

ANALYSIS/OPTIONS/ALTERNATIVES:

None

BUDGET/FISCAL INFORMATION:

None

PUBLIC INFORMATION REQUIREMENTS:

None

STAFF RECOMMENDATION/MOTION:

Staff requests the Commission hold a first reading of Ordinance No. 1919-0318 and place on the action agenda for April 3, 2018 for a second reading and adoption.

ORDINANCE NO. 1919-0318

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, RELATING TO SEWER SERVICE APPEALS, AMENDING SECTION 14.28.090 OF THE SHELTON MUNICIPAL CODE.

WHEREAS, the City Commission desires to update Section 14.28.090 of the Shelton Municipal Code, pertaining to Sewer Service appeals;

NOW THEREFORE, be it ordained by the City Commission of the City of Shelton, Washington:

Section 14.28.090 entitled "Appeals" is hereby repealed in its entirety and replaced with the following:

14.28.090 Appeals.

A. Any customer who believes that an assessed user charge, billing or notice of delinquency is out of compliance with this chapter may appeal such charges, billing or notice of delinquency pursuant to the appeal process defined in this section.

B. Within seven (7) business days of the date printed on the invoice (in the event of appeal of an assessed user charge or billing) or within seven (7) business days of the date printed on the delinquency notice (in the event of an appeal of delinquency status), submit a written appeal to the City's Director of Financial Services by personal delivery or by first-class mail to the City's business address. The written appeal shall state **a)** what is disputed; **b)** specific dollar figures disputed; **c)** explanation regarding why the billing and/or determination of delinquency appear inaccurate; and **d)** specific details regarding the corrective action requested of the City, including specific dollar figures. If personally delivered, this written appeal must be received by the City within seven (7) business days of the date printed on the subject invoice or notice, with the date printed on the subject invoice or notice not included in the seven (7) day date calculation. If mailed, the written appeal must be postmarked within seven (7) business days of the date printed on the subject invoice or notice, with the date printed on the subject invoice or notice not included in the seven (7) day date calculation. The customer shall retain proof of postage and mailing for reference purposes.

C. Sewer service will be subject to disconnection seven (7) business days following the respective appeal due dates specified in this section, in the event no written appeal is received by the City by the specified due dates.

D. The Director of Financial Services will evaluate a written appeal timely submitted, and will issue written finding(s) and a determination within seven (7) business days of receipt of the appeal, with the date of receipt not included in the date calculation. The written finding(s) and determination will be mailed to the customer's address of record.

E. If the Director of Financial Services determines that the charges are unwarranted, user charges for the subject account shall be corrected and the revised charges shall be retroactively applied for up to four months, with any credit applied to the subject account.

F. Should the customer disagree with the Director of Financial Services' written finding(s) and determination, the customer may appeal and proceed as final hearing to the City Manager, or designee, pursuant to the process detailed herein. An appeal to the City Manager, or designee, may be submitted in writing by personal delivery or by first-class mail to the City's business address. The written appeal shall specifically reference the Director of Financial Services' written finding(s) and determination, and shall state **a)** what specific finding(s) and/or determination of the Director of Financial Services is/are disputed; **b)** specific dollar figures disputed; **c)** explanation regarding why the Director of Financial Services' written finding(s) and/or determination appear(s) inaccurate; **d)** specific details regarding the corrective action requested of the City, including specific dollar figures; and **e)** whether an in-person hearing is requested or whether the matter is to be decided solely on the basis of the written submittal.

If personally delivered, the written appeal must be received by the City within seven (7) business days of the date printed on the Director of Financial Services' written finding(s) and determination, with such printed date not included in the seven (7) day date calculation. If mailed, the written appeal must be postmarked within seven (7) business days of the date on the Director of Financial Services' written finding(s) and determination, with such printed date not included in the seven (7) day date calculation. The customer shall retain proof of postage and mailing for reference purposes.

The City Manager, or designee, will evaluate the appeal and if an in-person hearing is not requested, will issue written finding(s) and determination within seven (7) business days of the appeal receipt date (in the case of personal delivery), or appeal postmark date (in the case of mailing), with the appeal receipt date or postmark date not included in the date calculation. Such decision shall be final, and the written finding(s) and determination will be mailed to the customer's address of record.

If an in-person hearing is requested, the in-person hearing shall be conducted by the City Manager, or designee, within ten (10) business days from the date of personal delivery or mailing postmark of the appeal to the City Manager, or designee, with date of delivery or postmark not included in the date calculation. Following the hearing, the City Manager, or designee, will issue written finding(s) and determination, within seven (7) business days of the hearing date, with date of hearing not included in the date calculation. Such decision shall be final, and the written finding(s) and determination will be mailed to the customer's address of record.

G. A scheduled disconnection for disputed charges shall be placed on-hold pending the appeal process; PROVIDED, that disconnection may proceed seven (7) business days following the respective appeal due dates specified in this section, in the event no written appeal is received by the City by the specified due dates; OR immediately upon the final decision by the City Manager, or designee, in the event the final decision upholds the pending disconnection.

H. The customer must pay all undisputed subsequent utility billing charges, penalties and fees in order to keep the appeal process active. Any undisputed charges left unpaid are subject to the disconnection process.

Section 2.

Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3.

Savings Clause. Section 14.28.090 of the Shelton Municipal Code shall remain in full force and effect until such date as this ordinance becomes effective.

Section 4.

Effective Date. The appeal process provided for in this Ordinance shall be effective thirty (30) days from the date of adoption of this Ordinance.

INTRODUCED the ____ day of _____ 2018.

ADOPTED by the City Commission of the City of Shelton, Mason County, Washington at a regular open public meeting held the ____ day of April 2018, the following Commissioners being present and voting in favor of this ordinance.

ATTEST:

City Clerk Jamie Ogg

Mayor Cronic

Commissioner Dorcy

APPROVED AS TO FORM:

City Attorney Kristin French

Commissioner McDowell



CITY OF SHELTON COMMISSION BRIEFING REQUEST

Brief Date: 03/06/18
Action Date: 03/20/18

Department: Community Development Department
Presented By: Jason Dose, Senior Planner

APPROVED FOR COMMISSION PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
**Mountain View Elementary
School Replacement**

☒ Dept. Head

Community
Development

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Finance Director

1) **Resolution 1119-0318**

☐ Motion

☐ Attorney

2) **Hearings Examiner
Recommendation to
Shelton City
Commission**

☐ Other

☐ City Clerk

3) **Staff Report to
Hearings Examiner for
February 16, 2018
Public Hearing**

☐ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION

Shelton School District Number 309 voters were successful in passing a 64.7 Million Dollar Bond Measure in February 2017. Among the projects envisioned and relayed to voters as part of the bond package was the wholesale replacement of the Mountain View Elementary School. The District held many public meetings with voters and responsible agencies (including City and Port of Shelton staff) regarding the school and eventually landed on a solid design concept which was submitted to the City for land use permitting. Mountain View Elementary School lies within the outskirts of Airport Overlay Zone Number 6. Given this, a Special Use Permit is required to be awarded for the District to expand what Chapter 20.70 of the Shelton Municipal Code (Airport Overlay Zones and Regulations) identifies as an existing "Special Function Land Use".

On February 16, 2018 the City of Shelton Hearings Examiner held a public hearing to consider the School Districts request for a Special Use Permit to allow for the construction of an approximately 55,000 square foot, two story, Mountain View Elementary Replacement School to the northwest of the existing school, as described in the attached staff report, written for the hearings examiner. City staff recommended approval of the proposal to the Hearings Examiner subject to 7 conditions in the staff report. The hearings examiner, in turn, was tasked with considering the proposal, and making a recommendation to the City Commission. Staff approached the Commission at their March 6, 2018 regular meeting to 1) Update the Commission on the status of the proposal and 2) ask the Commission to place the item on the Action agenda during their March 20, 2018 regular meeting.

ANALYSIS/OPTIONS/ALTERNATIVES

The City of Shelton Hearings Examiner's recommendation relative to the Mountain View Replacement School is included to this report as Attachment 1. The recommendation finds that the proposal is consistent with the City of Shelton Municipal Code and the City of Shelton Comprehensive Plan and recommends that the City Commission approve the proposal subject to 7 conditions.

Pursuant to Section 20.46.060B of the Shelton Municipal Code the City Commission "...shall then consider these recommendations at a regular commission meeting...." and that if the City Commission decides to approve the request "...it shall be done so in resolution form delineating specifically what is approved and any conditions thereof."

The Municipal Code also stipulates the standards the Hearings Examiner and/or Commission should consider when granting a Special Use Permit. To that end, Section 20.46.070 of the Shelton Municipal Code reads as follows:

"20.46.070 Standards for granting special use permits.

The hearings examiner and city commission shall be guided by the following standards and provisions in granting a special use permit:

- A. The use requested by the special use permit shall be within the intent of this title, the comprehensive plan, and the public interest.*
- B. The use requested by the special use permit shall demonstrate that it is consistent with any performance standards applicable to the district in which it is to be placed.*
- C. The use requested by the special use permit shall be made on the basis of site plans submitted pursuant to Section 20.46.040(D). If the improvements are to be made over a period greater than two years, the time of improvements shall be indicated. (Ord. 1697-0407 § 1 (part), 2007; Ord. 1310-191 § 2 (part), 1991; Ord. 987 § 7.07, 1979)"*

Page 9X of the Hearings Examiners Recommendation to the City Commission as well as the attached staff report to the Hearings Examiner speaks to the standards for granting special use permits and, provided the Commission agrees with the findings/discussion, the Commission is well within their power to grant the request.

BUDGET/FISCAL INFORMATION

The applicant paid appropriate permit application fees to compensate staff for time spent on the proposal.

PUBLIC INFORMATION REQUIREMENTS

All required channels were followed for public noticing for the public hearing for the proposal.

STAFF RECOMMENDATION

Staff recommends that the City Commission concur with the Hearings Examiners recommendation of approval of a Special Use Permit request made by the Shelton School District for the construction of a replacement Mountain View Elementary School by approving Resolution 1119-0318.

RESOLUTION NO. 1119-0318

A RESOLUTION OF THE CITY OF SHELTON COMMISSION CONCURRING WITH THE HEARINGS EXAMINER'S RECOMMENDATION REGARDING SPECIAL USE PERMIT 01-17, AN APPLICATION BY THE SHELTON SCHOOL DISTRICT TO CONSTRUCT A MOUNTAIN VIEW ELEMENTARY SCHOOL REPLACEMENT SCHOOL WITHIN ZONE 6 OF THE AIRPORT OVERLAY ZONE.

WHEREAS, the Shelton School District passed a bond in February 2017; and,

WHEREAS, one of the project relayed to voters during the bond measure consideration was a replacement school being constructed at Mountain View Elementary School; and,

WHEREAS, Chapter 20.70 of the Shelton Municipal Code codifies the City's Regulations pertaining to the consideration for expansion of Special Function Land Uses within airport overly zones; and,

WHEREAS, pursuant to Chapters 20.70 and 20.46 of the Shelton Municipal Code the City of Shelton Hearings Examiner presided over a public hearing for Special Use Permit to consider the replacement of the Mountain View Elementary School on February 16, 2018; and,

WHEREAS, pursuant to the findings required for Special Use Permits found in Chapter 20.46 of the Shelton Municipal Code the Hearings Examiner for the City of Shelton recommends that the City Commission approve the proposal subject to the seven conditions contained in his recommendation.

NOW, THEREFORE BE IT RESOLVED, that the Commission hereby approves the Special Use Permit for reconstruction of Mountain View Elementary School subject to the Findings, Conclusions, and Conditions found in the City of Shelton Hearing's Examiners recommendation dated March 13, 2018:

INTRODUCED AND PASSED by the City Commission of the City of Shelton on this 20th day of March, 2018.

ATTEST:

Mayor Cronic

Jamie Ogg, City Clerk

Commissioner McDowell

Commissioner Dorcy

**OFFICE OF THE HEARING EXAMINER
CITY OF SHELTON**
525 West Cota Street
Shelton, Washington 98584

March 13, 2018

Shelton School District Number 309
700 South First Street
Shelton, WA 98584

**RE: SHELTON SCHOOL DISTRICT MOUNTAIN VIEW
ELEMENTARY SCHOOL REPLACEMENT
Site Plan Review Permit Number 05-17 (SPR 05-17)
and Special Use Permit Number 01-17 (SUP 01-17)**

Dear Applicant:

Transmitted herewith is the Amended Report and Recommendation of the Shelton Hearing Examiner regarding your request for the above-entitled matter.

Very truly yours,

TERRENCE F. McCARTHY
Hearing Examiner

TFM/jjp
cc: Parties of Record

OFFICE OF THE HEARING EXAMINER

CITY OF SHELTON

AMENDED REPORT AND RECOMMENDATION

PROJECT NAME: SHELTON SCHOOL DISTRICT MOUNTAIN VIEW
ELEMENTARY SCHOOL REPLACEMENT

APPLICATION NOS.: Site Plan Review Permit Number 05-17 (SPR 05-17)
and Special Use Permit Number 01-17 (SUP 01-17)

APPLICANT: Shelton School District Number 309
700 South First Street
Shelton, WA 98584

AGENT: AHBL
Attn: Lisa Klein
2215 North 30th Street, #200
Tacoma, WA 98403

PROJECT LOCATION: 534 East K Street, Shelton, WA 98584
Assessor's Parcel Number: 42012-41-60000

SUMMARY OF REQUEST:

The applicant is requesting a site plan review and special use permit to authorize the construction of a 59,205 square foot new building which will replace Mountain View Elementary School. Construction will include a new playground, landscaping, circulation and stormwater pond improvements, modernization of an existing preschool building, removal of three existing portable classrooms, and relocation of two other portable classrooms. The project also includes the demolition of an existing 6,200 square foot library building, a 2,400 square foot play shed, and a 900 square foot storage building. The existing 37,000 square foot elementary school will be mothballed and may be utilized in the future, but for now minor district storage uses will be the use.

The hearing was held on February 16, 2018 at 3:00 p.m. in the City of Shelton Civic Center. The hearing was advertised pursuant to Shelton Municipal Code. Staff Report was issued on February 9, 2018. The Shelton School District Number 309 acted as SEPA lead agency for the proposal and issued a DNS for the proposal on January 17, 2016. The Staff Report with Exhibit 1, applicant's written statement; Exhibit 2, SEPA Determination of Nonsignificance; Exhibit 3, project plans consisting of 15 large pages were admitted into

evidence.

SUMMARY OF RECOMMENDATION: Recommended, subject to conditions

AMENDED DATE OF RECOMMENDATION: March 13, 2018

PUBLIC HEARING:

After reviewing Department of Community and Economic Development Staff Report and examining available information on file with the application, the Examiner conducted a public hearing upon the request as follows:

The hearing was opened on February 16, 2018, at 3:00 p.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

EXHIBITS

- EXHIBIT "A" - Department of Community and Economic Development Staff Report**
- EXHIBIT "1" - Applicant's Written Statement**
- EXHIBIT "2" - SEPA Determination of Nonsignificance**
- EXHIBIT "3" - Project Plans (15 Sheets)**

HEARING EXAMINER MINUTES

The Minutes of the Public Hearing set forth below are not the official record and are provided for the convenience of the parties. The official record is the recording of the hearing that can be transcribed for purposes of appeal.

Appearing was JASON DOSE, senior planner for the City of Shelton who presented the Staff Report with its attachments which were admitted into evidence. He briefly summarized the Staff Report and the request before the Hearing Examiner. The applicants are proposing to construct a new elementary school Type V-B construction with a ground floor of 36,340 GSF and a total building area of 59,205 GSF. The site is located at 534 East K Street, in the City of Shelton. School District Number 309 issued a Determination of Nonsignificance after working with the City to review the project. The school district was really trying to update its existing facility. The new structure will also involve a new playground, landscaping, stormwater pond, modernization of a preschool, removal of three portable classrooms, relocation of two portable classrooms, demolition of an existing 6,200 square foot library building, a 2,400 square foot play shed, and a 900

square foot storage building. The existing 37,000 square foot elementary school will be mothballed. The school district has not determined what it will use this building for yet. In the interim it will be used perhaps for storage or something like that. The site is zoned Medical Educational District. The Comprehensive Plan describes the area as a Medical Education site. This school is the oldest school in the entire Shelton School District. It was built in the 1950s and has had very few upgrades. The onsite parking accommodates approximately 100 vehicles. On February 14, 2017 District voters approved a 64.7 million dollar bond issue in part for the replacement of this school, Mountain View Elementary School. This school was identified as the primary goal of the bond which the voters approved. Part of the intent of the bond campaign was facilitating the restructuring of the grade distribution throughout the District. The new school is anticipated to house K-4. Fifth grade students will attend Olympic Middle School to the east. Olympic Middle School will house grades 5 and 6. Oakland Bay Junior High will house grades 7 and 8. The high school will return to a 9-12 status. A new addition to the Shelton High School is also proposed as part of this bond issue and will be reviewed by separate permit.

The school district is considering putting in an additional 23 parking spaces in front of the new structure depending on funding. In addition to all of the new landscaping and reconstruction of new the building there will be an internal bus loop between Olympic Middle School and Mountain View Elementary School to aid in safety and to reduce congestion on K Street during peak hours. As previously stated the City of Shelton Comprehensive Plan on page II-9 indicates that the site is located in a medical educational area which envisions campus style development for schools which should be encouraged. Comprehensive Plan goals indicate that medical and educational facilities should be directed to the medical educational district. The zoning code in Section 20.22 also indicates that medical educational district is intended to provide for the recognition of parcels and facilities currently in use or planned for where the primary function is to provide services including public and private educational institutions as well as private and public health care facilities. As reflected on page 5 of the Staff Report the proposal is consistent with the bulk standards for construction in a medical educational district. Both the Comprehensive Plan and the zoning code provide that the school facility and improvement and construction of schools in the medical educational area is a contemplated use. The site is also located however in a City's Airport Overlay Zone which is governed by Shelton Municipal Code 20.70. The purpose and intent of the overlay zone is to minimize public exposure to excessive noise and safety hazards and to protect the Sanderson Field Airport from encroachment by land uses incompatible with airport facilities. The site of the proposal is one mile to the southeast of Sanderson Field which is a Regional Public Use Airport. The site is located in Zone 6 of the Airport Overlay Zone and some airports don't even have a Zone 6. Zone 6 is an oblong circle arrangement surrounding the airport. The school district consulted with the airport and the Port authority in designing this school. To the north of the site are the main Bonneville Power Administration transmission towers for the entire Olympic Peninsula. The space under the site and adjacent to the towers is encumbered by easements and maintained in very low growing vegetative state. The main considerations for Zone 6 are density and noise. Noise has not been a problem for the existing school and with the upgrades with new insulation etc., any noise would be

diminished. Noises from the residences in the area probably are louder than what would come from the airlines. There has been no problem at all with airplanes flying in this area. Any accidents that would occur would probably be parallel to the runway and not at an odd angle such as where the school is located and not a mile from the airport. There does not appear to be any risk of harm to planes. The school district has indicated it does not intend in any way to oppose future airport uses. He recommends approval subject to seven conditions.

Appearing was JEFF FEENEY. They have no objection to the conditions.

The Hearing Examiner did have questions concerning Zone 6 and the Airport Overlay which is covered by SMC 20.46 of the Shelton Municipal Code.

No one spoke further in this matter and the Examiner took the matter under advisement. The hearing was concluded.

NOTE: A complete record of this hearing is available in the office of the City of Shelton Department of Community and Economic Development.

FINDINGS, CONCLUSIONS, AND RECOMMENDATION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, heard testimony, read the Staff Report and Attachments, researched the issues, and taken this matter under advisement.
2. Notice of the proposal and hearing was properly given pursuant to Shelton Municipal Code.
3. The SEPA responsible official issued a threshold Determination (Determination of Nonsignificance) (DNS) on January 18, 2016. The threshold Determination was mailed to agencies and published in the Shelton Journal. A copy of the DNS is attached to this report. No appeals were filed and SEPA determination is final. The City of Shelton cooperated with the District during the preparation of the environmental checklist for the proposal and concurred with the determination provided by the District. These procedures are per District SEPA policies.
4. The Staff Report with its attachments sets out appropriate Findings and Conclusions and Recommendations and is hereby incorporated by reference as if fully set forth.
5. Shelton School District Mountain View Elementary School is requesting a site plan review and special use permit to authorize the construction of a new, 59,205 square

foot building to house a new elementary school for Mountain View Elementary School. The existing elementary school consisting of 37,500 square feet will be mothballed and a determination of its use will be made in the future. The school is located at the corner of K Street and Laurel and it is a irregularly shaped parcel. The lot area is 552,284 square feet.

6. The project site will be located in the Mountain View area of Shelton, east of K Street, south of existing Bonneville lines, and west of Olympic Middle School. The site is currently developed as previously stated with the 37,000 square foot elementary school and various buildings. This is the oldest school in the District and has had very few upgrades. The new school will replace the existing Mountain View Elementary School and the project will include the demolition of three existing structures located to the west of the existing Mountain View Elementary School. The request includes the renovation of the existing preschool building, relocation of two portable classrooms closer to the existing preschool building, the possible addition of 23 more parking spaces directly in front of the school if funding can be found, the addition of an internal bus loop between Olympic Middle School and Mountain View Elementary School to aid in safety and reduce congestion on K Street.
7. The new structure will be located to the northwest of the existing Mountain View Elementary School also to the north of the existing parking lot at the site. The structure will be two story, stand approximately 40 feet tall at roof peak of the tallest portion of the structure which would be the main entrance. The roof will have a large amount of variation alternating between shed and gable roof all culminating in a large glass entrance with a covered canopy over the entrance doors. The structure will be set back approximately 50 feet from the west property line, over 100 feet from the north property line, over 300 feet from the east property line, and over 300 feet from the south property line.
8. A large amount of landscaping exists at the site and will be retained except for portions directly adjacent to buildings prepared for demolition and in the location of the new school and parking lot. A varied and multistoried landscape plan is proposed in conjunction with the proposal providing trees, shrubs, groundcovers, and turf in all locations of the proposal. Detailed landscaping plans were submitted as an exhibit to the Hearing Examiner.
9. The project includes demolition of four structures directly west of the existing Mountain View School and east of the existing parking lot. Structures slated for demolition include the 6,200 square foot library building, a 1,800 square foot portable classroom, a 900 square foot storage shed, and a 2,400 square foot play shed. A detailed site plan was submitted to the Examiner in support of this request.
10. The surrounding neighborhood to the west and south are heavily residential in nature with very well developed series of lots and blocks built out with primarily

single-family residential structures. To the north of the site are the main Bonneville Power Administration (BPA) transmission towers for the entire Olympic Peninsula. To the east of the existing site is the existing Olympic Middle School, also owned by the District.

11. The Comprehensive Plan on page II-9 labels this area as a Medical/Educational Area.

The Medical/Educational (ME) District is intended to provide for the recognition of parcels and facilities currently in use, or planned for, where the primary function is to provide services including public and private educational institutions as well as public and private health care facilities. The District is intended to provide high levels of pedestrian and transit-oriented services and a safe, pleasant, environment for education and health care. Campus style development should be encouraged in this area.

The City of Shelton Zoning Code Section 20.22.10 mirrors this language through the Comprehensive Plan zoning code. The City fathers have clearly indicated their intent that this area be used for educational facilities.

12. The staff has set out on page 5 of their Staff Report the development standards for an ME District. Their findings are hereby incorporated by reference. Basically the proposal either meets or exceeds the development standards of the chapter governing ME District. The project provides more than required number of onsite parking spaces. Ingress and egress to the site will be maintained as it exists with the exception that there will be a proposed bus loop which should reduce traffic on K Street during peak hours.
13. This area is also governed by SMC 20.70 of the Shelton Municipal Code which codifies the City's Airport Overlay Zones and Regulations. The subject site is located in Zone 6 which is an oblong/circle arrangement surrounding the airport landing area. The site is more than a mile from the site, it is not in line with the landing and take off field, but off to the side on the southeast of Sanderson Field. Testimony indicated that many airports don't have a Zone 6, they only have five zones.
14. SMC 20.70.020 governs the purpose and intent of the Airport Overlay Zone.
 - A. Purpose. The airport overlay zone regulations have two fundamental purposes:
 1. To minimize the public's exposure to excessive noise and safety hazards that would result from incompatible land use development around Sanderson Field; and

2. To protect Sanderson Field from potential encroachment by land uses that are incompatible with airport activities and that may impair the planned development and use of the airport.

B. Intent. The intent of this chapter is to:

1. Implement policies of the city of Shelton's comprehensive plan and the Port of Shelton, Sanderson Field Airport Master Plan.
2. Establish land use zoning and regulations around Sanderson Field that are specifically designed to address issues of compatibility between the airport and surrounding land uses. Regulations are established with respect to compatible land use, noise, safety, and height limits (airspace protection).

Testimony indicated that Sanderson Field Airport Master Plan contains language indicating that aircraft noise that would be considered harmful to human health is wholly contained on the airport property and nearly all accidents that occur around airport occur fairly aligned with the runway at each end. As previously stated, this site is located approximately one mile to the southeast of the airport. It has been functioning as a school for between 60-68 years. Noise has not been a problem, accidents have not been a problem. Staff indicates that airport noise is not considered to be a concern as the school is located in a developed neighborhood with attendant residential and other street traffic noise.

15. SMC 20.70.060 contains the density and intensity limitations for development in the Airport Overlay Zone. Section 20.70.060(C) provides:

Special Function Land Uses as defined in 20.70.040(F) shall be prohibited in land use compatibility zones 1, 2, 3, and 4. New special function land uses are also prohibited in zone 6; however, expansion of such existing uses are conditioned upon review for impacts to the airport through special use permit provisions of Chapter 20.46, with added performance standards addressing potential noise impacts.

This language when read together with the provisions of the Comprehensive Plan and the zoning code clearly reflects the City fathers intent to allow continued development of educational facilities in Zone 6 of the Airport Overlay Zone. The applicants are requesting the expansion of an existing use and therefore it would be conditioned upon review pursuant to Chapter 20.46.

16. Chapter 20.46 of the Shelton Municipal Code contains the provisions for special use permits within City limits. Special use permits require a public hearing before the City of Shelton Hearing Examiner who makes the recommendation to the City of

Shelton Commission. The standards for consideration of special use permits are contained in SMC 20.46.070.

The hearings examiner and city commission shall be guided by the following standards and provisions in granting a special use permit.

The Examiner's Findings pursuant to SMC 20.46.070 follows:

- A. The use requested by the special use permit shall be within the intent of this title, the comprehensive plan, and the public interest.

The City fathers have determined by providing in the Comprehensive Plan that it is in the public interest that this facility be located where it is. The Comprehensive Plan and the zoning code provide this area to be an area to contain schools. The general public indicated their support of this facility by passing an extensive bond issue.

- B. The use requested by the special use permit shall demonstrate that it is consistent with any performance standards applicable to the district in which it is to be placed.

Staff has indicated the use is an appropriate expansion and progression of educational uses at the site and within the intent of the Comprehensive Plan, the zoning code, and overlay restrictions.

- C. The use requested by the special use permit shall be made on the basis of site plans submitted pursuant to SMC 20.46.040(D). If the improvements are to be made over a period greater than two years, the time of improvements shall be indicated.

The improvements are not to be made over two years. They are slated to begin the spring of 2018 and be completed by 2019/2020 school year. The site plan and other maps submitted appear to contain all the information necessary for the Hearing Examiner to grant approval of the request.

Based upon the foregoing findings, the Examiner makes the following conclusions:

CONCLUSIONS:

1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request.
2. The applicant has demonstrated that the request for a site plan review, and special use permit to authorize the construction and expansion of Mountain View Elementary School is consistent with the applicable provisions of the Comprehensive Plan, the zoning code, and the Airport Overlay Zone 6 as well as Shelton Municipal Code 20.46.070. The applicant's request promises to provide an attractive structure for the community which will benefit the community in the future and therefore the requested permit should be granted subject to the following conditions:
 1. Prior to any construction at the site the applicant shall apply for and receive all necessary building permits for construction, demolition, relocation, and renovation of structures at the site through the City of Shelton Building Department. The proposal is subject to all conditions of the required building permits and Best Management Practices.
 2. Prior to any construction at the site the applicant shall apply for and receive Civil Improvement Drawing approval, grading and drainage, and right of way permitting as necessary through the City of Shelton Engineering Department. The proposal is subject to all conditioning of the required reviews.
 3. Prior to issuance of demolition permits and prior to any demolition activities at the site the applicant shall provide the City of Shelton Building Department evidence from the Olympic Region Clean Air Agency (ORCAA) that appropriate State level air quality regulations will be complied with.
 4. All new and/or replaced exterior lighting at the site shall be full cutoff style and "Dark Skies" compliant to prevent glare on adjacent properties. Specifications/Cut Sheets for all fixtures and poles (including height), as applicable, shall be provided to the Department of Community Development for review and approval prior to issuance of building permits. Verification of installation of compliant fixtures will be made prior to final inspection and occupancy of the facility being granted.
 5. Additional trees shall be provided at the site in compliance with Shelton Municipal Code Section 20.60 (Landscaping and Screening) as follows:

- a. Pursuant to SMC 20.60.140A additional trees shall be provided in the vicinity of structures to be demolished located to the west of the existing Mountain View School. **It is understood that some of these plantings may be required to be removed in the future if additional parking is required at the site. However, timing and/or need for parking is uncertain.**
 - b. Pursuant to SMC 20.60.150A1 additional trees shall be provided along the Laurel Street frontage of the new parking facility (if constructed) as well as along the revised parking facility located in front of the Early Learning Center.
6. Additional permitting and/or fees (primarily Traffic Impact Fees) may apply if the existing Mountain View Elementary School is converted to a use other than storage for the district. The Shelton School District shall work with City staff when considering future uses of the facility.
7. All future permit submittals shall closely match the depictions and drawings illustrated and considered in this review except as modified through conditioning of this permit. Deviations from the drawings may result in additional permitting requirements.

RECOMMENDATION:

The request for a site plan review and special use permit to authorize the construction of a 59,205 square foot elementary school including the proposed improvements throughout the site should be granted subject to the above conditions.

RECOMMENDED this 13th day of March, 2018.

TERRENCE F McCARTHY
Hearing Examiner

TRANSMITTED this 13th day of March, 2018, to the following:

APPLICANT: Shelton School District Number 309
700 South First Street
Shelton, WA 98584

AGENT: AHBL
Attn: Lisa Klein
2215 North 30th Street, #200
Tacoma, WA 98403

OTHERS:

Steve Storaasli
101 East 26th Street, Suite 300
Tacoma, WA 98421

| | |
|---------------|--------------------------------------------------------------------------------------|
| Bill Ecker | Billecker@kmb-architects.com |
| Jeff Feeney | Jefffeeney@kmb-architects.com |
| Andreia Brown | andreiabrown@kmb-architects.com |

CITY OF SHELTON

**CASE NO.: SHELTON SCHOOL DISTRICT MOUNTAIN VIEW
ELEMENTARY SCHOOL REPLACEMENT
Site Plan Review Permit Number 05-17 (SPR 05-17)
and Special Use Permit Number 01-17 (SUP 01-17)**

NOTICE

RECONSIDERATION:

Any interested person may file a written request for reconsideration within ten days of the date of the examiner's decision or recommendation by filing a fee as adopted by resolution with the department of community development. The request shall explicitly set forth alleged errors of procedure or fact. The examiner shall act within ten days after the date of the filing of request for reconsideration by either denying the request, issuing a revised recommendation or decision or calling for an additional public hearing. If an additional hearing is called for, notice of said hearing shall be mailed to all parties of record not less than seven days prior to the prior to the hearing date, and any final decision shall be stayed in accordance with the requirements set forth in Section 2.36.190 of the Shelton Municipal Code.

This Decision Constitutes a Recommendation to the City Commissioners.

2.36.170(C)(1):

This decision constitutes a recommendation to the city commission together with the date, time and place for city commission consideration thereof and the deadline for submitting written comments to the city commission thereon as provided in Section 2.36.210.

2.36.210 Appeal-City commission consideration.

An examiner's decision which constitutes a recommendation or final decision which has been timely appealed pursuant to Section 2.36.100 shall come on for city commission consideration in open public meeting no sooner than ten nor longer than twenty working days from the date of the decision or recommendation. The city commission shall consider the matter based upon the written record before the examiner, the examiner's decision, the written appeal, if any, and any written comments received by the city commission before closure of the commission office on the next to last working day prior to the date set for the commission's consideration; provided, that the commission may publicly request additional information of the applicant, the examiner, city or other interested parties.

NOTE: In an effort to avoid confusion at the time of filing a request for reconsideration, please attach this page to the request for reconsideration.

STAFF REPORT

Project Name: Shelton School District Mountain View Elementary School Replacement

Application No: Site Plan Review Permit Number 05-17 (SPR 05-17) and Special Use Permit Number 01-17 (SUP 01-17)

Applicant: Shelton School District Number 309
700 South First Street
Shelton, WA 98584

Applicant's Agent: AHBL
Attention: Lisa Klein
2215 North 30th Street, #200
Tacoma, WA 98403

Project Location: 534 East K Street, Shelton, WA 98584
Assessor's Parcel Number: 42012-41-60000

Request: Site Plan Review and Special Use Permit to authorize the construction of a new, two story, 55,000 square foot Mountain View Elementary School, including new playground, landscaping, circulation and stormwater pond improvements, modernization of an existing preschool building, removal of three existing portable classrooms, and relocation of two other portable classrooms. The project also includes the demolition of an existing 6,200 square foot (+/-) library building, a 2,400 square foot playshed, and a 900 square foot storage building. The existing 37,000 square foot elementary school would be "mothballed" and utilized in the foreseeable future for minor district storage uses until a reuse of the structure can be facilitated.

Related Files: Shelton School District Number 309 acted as SEPA lead agency for the proposal and issued a Determination of Nonsignificance for the proposal on January 17, 2016 (Determination Attached).

Staff Report Available: February 9, 2018

Public Hearing Date: February 16, 2018 @ 3:00 p.m. in the City of Shelton Civic Center.

**Environmental
Determination:**

Shelton School District Number 309 acted as SEPA lead agency for the proposal and issued a Determination of Nonsignificance for the proposal on January 17, 2016 (Determination Attached). The City of Shelton worked cooperatively with the District during the preparation of the Environmental Checklist for the proposal and concurs with the determination provided by the District.

Site Description and Background:

The project site is located in the Mountain View area of Shelton north of K Street, east of K Street, south of the existing Bonneville Power Lines and easement, and west of Olympic Middle School. The site is developed with an existing 37,000 square foot (+/-) elementary school and various outbuildings. The School is the oldest in the entire Shelton School District was built in the 1950's and has enjoyed very limited upgrades (aesthetically, functionally, and technologically) since that time. The site has existing on-site parking to accommodate approximately 100 vehicles. The existing on-site parking provisions were expanded/constructed in 2007 in anticipation of a wholesale school renovation which did not occur due to funding limitations. The site had nearly no on-site parking prior to that time.

District voters approved a \$64.7M Bond Measure on February 14, 2017. During development of the bond proposal and identification of potential needs and projects the district held several meetings with constituents, employees, the public, as well as the City of Shelton and the Port of Shelton. The replacement of Mountain View Elementary School was identified as a primary goal of the bond the voters approved.

Part of the intent of the specific projects identified in the Bond measure is to aid in facilitating the restructuring of the grade distribution throughout the district. This new school is anticipated to house K-4 (the current elementary school system in Shelton houses K-5). Fifth grade students will attend Olympic Middle School to the east (Olympic Middle School will house grades 5-6, Oakland Bay Junior High will house grades 7-8, and the High School will return to a 9-12 status (a large addition to Shelton High School is also proposed but will be considered under separate permit)).

Project Description:

The Shelton School District requests a Site Plan Review Permit and Special Use Permit to authorize the construction of a 60,000 square foot elementary school building, including a new playground and landscaping improvements. The new school will replace the existing Mountain View Elementary School, which will be retained until the District determines a future use. It may be used for storage in the interim. The project also includes the demolition of three existing structures located to the west of the existing Mountain View Elementary School, renovation of the existing preschool building, relocation of two portable classrooms closer to the existing preschool building, possible addition of 23 more parking spaces directly in front of the

new structure (funding dependent) and addition of an internal bus “loop” between Olympic Middle School and Mountain View Elementary School to aid in safety and to reduce congestion on K Street during peak traffic periods (school start and end times). The major facets of this proposal are as follows (see also the applicant’s written description/request):

New Mountain View School. The proposed new structure would be located to the northwest of the existing Mountain View Elementary School, also to the north of the existing parking lot at the site. The structure would be two-story, stand approximately 40 feet tall at roof peak of the tallest portion of the structure (the main entrance feature), be roofed with composition shingles and sided with a varied mix of lapped siding, split face masonry, and composition panel siding. The roof structure of the facility would have a large amount of variation, alternating between shed and gabled roofs all culminating in a large glassed entrance with a covered canopy over the entrance doors. The structure would be setback approximately 50 feet from the west property line, over 100 feet from the north property line, over 300 feet from the east property line, and over 300 feet from the south property line. Detailed architectural, site, and floor plan drawings are attached to this report.

Landscaping. A large amount of landscaping exists at the site and would be retained except where directly adjacent to buildings proposed for demolition and in the location of the new school and parking lot. A varied and multistoried landscape plan is proposed in conjunction with the proposal providing trees, shrubs, groundcovers, and turf in all locations of proposed construction. Detailed landscaping plans are attached to this report.

Parking and Traffic Circulation. The project includes the provision of a new bus “loop” from Olympic Middle School to the east of the site to a location northeast of the proposed school location. This would remove the need for buses to enter K Street twice during peak traffic periods. Further, the proposal would provide surplus parking and landscaping (above Shelton Municipal Code Requirements) in the form of a 23 parking space lot and landscaping to be located north of the existing parking lot and south of the proposed school site. This lot if funding dependent but the driveway loop illustrated on the project plans would be provided even if the additional parking is not.

Demolition of existing structures. The project includes the demolition of four structures located directly west of the existing Mountain View School and east of the existing parking lot. Structures slated for demolition include the 6,200 square foot library building, a 1,800 square foot portable classroom, a 900 square foot storage shed, and a 2,400 square foot play shed.

The district anticipates utilizing the existing structures at the site until the new school facility is complete. After that time they anticipate vacating the existing school with no comprehensive use identified. The structure would likely be used for minor storage

(classroom materials, desks, tables, etc.) in the interim until a final use is identified. The district understands additional permitting and construction may be required through the City of Shelton to facilitate full reuse of the structure.

Detailed plans are included as attachment to this report.

Neighborhood Characteristics

The surrounding neighborhood to the west and south can be considered to be heavily residential in nature with a very well developed series of lots and blocks built out with primarily single family residential structures. To the north of the site are the main Bonneville Power Administration (BPA) transmission towers for the entire Olympic Peninsula. The space under and adjacent to the towers is encumbered by easements and maintained in, generally, a very low growing vegetative state. To the east of the site is the existing Olympic Middle School, also owned by the District.

Land Use and Compatibility Analysis

The City of Shelton Comprehensive Plan and Zoning/Land Use Map identifies the project site and surrounding areas as being within the Medical/Educational District (ME) zone. Both designations allow for public uses, including schools.

COMPREHENSIVE PLAN. The City of Shelton Comprehensive Plan is intended, in part, to provide direction to policy and decision makers so that all land use decisions consistently move the City toward the future “vision” desired by its citizens. The adopted Comprehensive Plan identifies the subject property as lying completely within the Medical/Educational Land Use designation is described as follows:

City of Shelton Comprehensive Plan (2017) Page II-9

Medical/Educational Areas – The Medical/Educational (ME) District is intended to provide for the recognition of parcels and facilities currently in use, or planned for, where the primary function is to provide services including public and private educational institutions as well as public and private health care facilities. This District is intended to provide high levels of pedestrian and transit-oriented services and a safe, pleasant, environment for education and health care. Campus style development should be encouraged in this area.

The adopted Comprehensive Plan also contains various goal and policy statements which directly pertain to the requested establishment and/or expansion of school facilities, an integral part of our local infrastructure, the most direct and supporting includes:

Goal LU16. Concentrate medical and education facilities in the Medical/Educational District.

Policy LU16a. New medical and educational facilities should be directed to the Medical/Educational District.

Clearly, the City of Shelton’s Comprehensive Plan envisions existing and new (where feasible) school facilities to be located within the Medical Educational Zone and, further,

the plan encourages campus style development such as is proposed by the district. There are multitudes of other goals and policies relating to traffic circulation, provision of utilities, neighborhood compatibility throughout the plan that, in staff's opinion, also support the proposal. Through intelligent and thoughtful design the district has created a larger and better functioning school while, arguably, reducing their main impact on the neighborhood (traffic), albeit incrementally, through provision of the proposed new bus "loop" between Olympic Middle School and Mountain View Elementary.

ZONING. Title 20 of the Shelton Municipal Code (SMC) codifies the city's zoning regulations, applicable to all properties within the City of Shelton. The subject property is zoned Medical Educational, as codified in Chapter 20.22 of the SMC. The zone specifically allows educational uses, including schools, outright within the zone. The intent of which reads as follows:

20.22.010 Intent

The medical/educational (ME) district is intended to provide for the recognition of parcels and facilities currently in use, or planned for, where the primary function is to provide services including public and private educational institutions as well as public and private health care facilities. This district is intended to provide high levels of pedestrian and transit-oriented service and a safe, pleasant environment for education and health care.

The section goes on to stipulate the basic development requirements in the zone including setbacks, height, and lot coverage. The following table compares the proposed development in relation to the minimum development standards of the chapter:

| Development Standard | Min/Max Required (incl. code ref.) | Proposed |
|-------------------------|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Front Yard Setback | 10 feet min (SMC 20.22.040B) | 300 feet (+/-), Project Complies |
| Side Yard Setback | 5 feet min (side)/10 feet min (street side) (SMC 20.22.040C) | +300 feet / 50 feet (+/-), Project Complies |
| Rear Yard Setback | 10 feet minimum (SMC 20.22.040D) | +100 feet, Project Complies |
| Maximum Building Height | 35 feet maximum (SMC 20.22.040E) | 40 feet at tallest point (above entrance doors), 35 feet pursuant to height measurement allowances contained in SMC 20.04.440, Project Complies |
| On-site Parking | 1 parking space per employee plus one per classroom minimum (SMC 20.40.100) | 99 on-site parking spaces existing, 90 parking spaces are provided (based on a 42 employee count and proposed classrooms). The project may provide an additional 23 parking spaces in excess of required parking, Project Complies. |
| | | |

Staff Finding: The proposed development meets all required standards relative to the Medical Educational Zone and the physical development at the site. Further, the project provides more than the required number of on-site parking spaces. Main points of vehicle ingress and egress would be maintained as they exist today with the exception that the proposed bus loop would arguably reduce traffic during peak periods due to busses accessing the site making one less trip onto K Street (to pick up students from both schools).

Chapter 20.70 of the Shelton Municipal Code codifies the City's Airport Overlay Zones and Regulations. The intent of the regulations is as follows:

20.70.020 Purpose and intent.

A. *Purpose. The airport overlay zone regulations have two fundamental purposes:*

1. *To minimize the public's exposure to excessive noise and safety hazards that would result from incompatible land use development around Sanderson Field; and*
2. *To protect Sanderson Field from potential encroachment by land uses that are incompatible with airport activities and that may impair the planned development and use of the airport.*

B. *Intent. The intent of this chapter is to:*

1. *Implement policies of the city of Shelton's comprehensive plan and the Port of Shelton, Sanderson Field Airport Master Plan.*
2. *Establish land use zoning regulations around Sanderson Field that are specifically designed to address issues of compatibility between the airport and surrounding land uses. Regulations are established with respect to compatible land use, noise, safety, and height limits (airspace protection).*

The subject site lies approximately one mile to the southeast of Sanderson Field, a Regional Public Use Airport operated by the Port of Shelton. The site is identified by the City's Airport Overlay Regulations and associated maps as being located on the far southeast portion of Airport Overlay Zone Number 6 (Traffic Pattern Zone). The traffic pattern zone is an area which can expect regular airport overflight traffic as aircraft either enter or exit Sanderson Field airspace. Schools are identified in the regulations as a "Special Function Land Use". Special Function Land Uses are considered uses that involve large groups of people with the relative inability of persons occupying the space to move out of harm's way. This includes K-12 Schools, nursing homes, hospitals, etc. Shelton Municipal Code Section 20.70.060C addresses Special Function Land Uses as follows:

Special Function Land Use. Special function land uses as defined in 20.70.040(F) shall be prohibited in the land use compatibility zones 1, 2, 3, and 4. New special function land uses are also prohibited in zone 6; however, expansion of such existing uses are conditioned upon review for impacts to the airport through the special use permit provisions of Chapter 20.46, with added performance standards addressing potential noise impacts.

Staff Finding. Pursuant to the section, the City can consider expansion of existing Special Function Land Uses in compliance with Chapter 20.70 (Airport Overlay Regulations) of the Shelton Municipal Code. While the use of the site as a school (a

Special Function Land Use relative to the regulations) was established decades ago, the site has not been evaluated for compliance with some of the primary safety considerations relative to Airport overflights. Section 20.70.050B of the Shelton Municipal Code outlines the requirements of the "Airspace Protection Areas" that are established around the airport. Essentially, the requirements paint an invisible "cone" of sorts from the ground level of the Sanderson Field runway and extend outward and upwards as stipulated in the regulations. New development is not allowed to penetrate this invisible surface due to the possibility that aircraft would be flying above that level. The applicant was asked to provide an evaluation of the proposed improvements at the site as it relates to these airspace protection areas. It is contained on page 4 of their narrative submitted in conjunction with the proposal. The study finds that the highest point of the proposed structure is nearly 200 feet below the maximum height level the regulations would allow. Add to that the fact the adjacent Bonneville Power main line towers exceed the height of any structure (existing or proposed) at the site by approximately 70 feet and dwarf the improvements proposed on the School site. Staff concurs with the results of the evaluation.

Other considerations when evaluating proposed development in Airport Influence Areas that need to be taken into account are the potential for aircraft accidents to impact the site as well as the potential for aircraft noise to be an impact to the use. Staff considers neither concern to be more than a nominal risk/impact to uses at the site based on information contained in the Sanderson Field Airport Master Plan which indicates aircraft noise that could be considered harmful to human health is wholly contained on Airport Property and nearly all accidents that occur around airports occur in a line fairly aligned with the runway (at each end). Annoyance noise from Airplanes is not considered to be a concern as the facility would be located in a developed neighborhood on an existing school campus. Each use has its own inherent noise generating qualities (from traffic, air handling compressors, children playing, etc.). Added to that is the fact the proposed new facility would be constructed to current building and fire code standards which would greatly increase the sound insulating qualities compared to the existing facility by orders of magnitude. Further, given the sound attenuating qualities of new construction compared to the existing facilities, it is staff's opinion that the likelihood of School District opposition to airport operations due to noise would be greatly decreased if the new facility were constructed.

Chapter 20.46 of the Shelton Municipal Code contains the provisions for Special Use Permits within City limits. Special Use Permits require a public hearing before the City of Shelton Hearings Examiner who makes a recommendation to the City of Shelton Commission. The standards for consideration of a Special Use Permit are contained in section 20.46.070 and reads as follows (staff response follows each section):

20.46.070 Standards for granting special use permits.

The hearings examiner and city commission shall be guided by the following standards and provisions in granting a special use permit:

- A. *The use requested by the special use permit shall be within the intent of this title, the comprehensive plan, and the public interest.*

Staff Response: The provision of educational facilities is allowed (and encouraged) in the Medical Education Zone both in the City of Shelton Comprehensive Plan (2017) and the City of Shelton Municipal Code. The public interest is well served through follow through with promises made to the public that approved the District's Bond Measure to allow for improvement to the District facilities. The upgrade and replacement of the Mountain View School was a big part of the proposed improvements referenced in the Bond.

B. The use requested by the special use permit shall demonstrate that it is consistent with any performance standards applicable to the district in which it is to be placed.

Staff Response: Schools and other accessory educational facilities are allowed within the zone. The reason for Special Use Permit and additional evaluation and consideration (Public Hearing) is due to the site's proximity within Zone 6 of the Airport Overlay Zone. As previously stated, staff considers the use to be an appropriate expansion and progression of educational uses at the site and within the intent of the Overlay restrictions.

C. The use requested by the special use permit shall be made on the basis of site plans submitted pursuant to Section 20.46.040(D). If the improvements are to be made over a period greater than two years, the time of improvements shall be indicated.

Staff Response: Noted. The noted improvements are slated to begin in the Spring/Summer of 2018 and be completed by the beginning of the 2019/2020 School Year.

RECOMMENDATION

Staff recommends that the hearings examiner recommend approval of SPR 05-17 and SUP 01-17 to the City of Shelton Commission subject to the following conditions:

1. Prior to any construction at the site the applicant shall apply for and receive all necessary building permits for construction, demolition, relocation, and renovation of structures at the site through the City of Shelton Building Department. The proposal is subject to all conditioning of the required building permits.
2. Prior to any construction at the site the applicant shall apply for and receive Civil Improvement Drawing approval, grading and drainage, and right of way permitting as necessary through the City of Shelton Engineering Department. The proposal is subject to all conditioning of the required reviews.
3. Prior to issuance of demolition permits and prior to any demolition activities at the site the applicant shall provide the City of Shelton Building Department evidence from the Olympic Region Clean Air Agency (ORCAA) that appropriate State level air quality regulations have been complied with.
4. All new and/or replaced exterior lighting at the site shall be full cutoff style and "Dark Skies" compliant to prevent glare on adjacent properties. Specifications/Cut Sheets for all fixtures and poles (including height), as applicable, shall be provided to the Department of Community Development for review and approval prior to issuance of building permits. Verification of installation of compliant fixtures will be made prior to final inspection and occupancy of the facility being granted.
5. Additional trees shall be provided at the site in compliance with Shelton Municipal Code Section 20.60 (Landscaping and Screening) as follows:

- a. Pursuant to Section 20.60.140A additional trees shall be provided in the vicinity of structures to be demolished located to the west of the existing Mountain View School. **It is understood that some of these plantings may be required to be removed in the future if additional parking is required at the site. However, timing and/or need for parking is uncertain.**
 - b. Pursuant to Section 20.60.150A1 additional trees shall be provided along the Laurel Street frontage of the new parking facility (if constructed) as well as along the revised parking facility located in front of the Early Learning Center.
6. Additional permitting and/or fees (primarily Traffic Impact Fees) may apply if the existing Mountain View Elementary School is converted to a use other than storage for the district. The Shelton School District shall work with City staff when considering future uses of the facility.
7. All future permit submittals shall closely match the depictions and drawings illustrated and considered in this review except as modified through conditioning of this permit. Deviations from the drawings may result in additional permitting requirements.

Exhibits

1. Applicant's Written Statement
 2. SEPA Determination of Nonsignificance
 3. Project Plans (15 Sheets)
-



December 21, 2017

RECEIVED

DEC 21 2017

City of Shelton

Mr. Jason Dose, Senior Planner
City of Shelton
525 West Cota Street
Shelton, WA 98584-2200

Project: Mountain View Elementary School Replacement, AHBL No. 2170191.30
Subject: Special Use Permit and Site Plan Review Application

Dear Jason:

Thank you for your time and assistance as we have prepared the land use applications for the replacement of Mountain View Elementary School. We are pleased to submit the Special Use Permit (SUP) and Site Plan Review (SPR) applications for City review and approval. Enclosed you will find a transmittal that lists the plans and documents that are being provided for this application. This letter will provide a project description and explain how the project meets the SUP and Airport Overlay Zone approval criteria.

Civil Engineers

Structural Engineers

Landscape Architects

Community Planners

Land Surveyors

Neighbors

Project Description

Mountain View Elementary is the district's oldest elementary school (built in the 1950's) and home to the district's preschool and special education cooperative self-contained classrooms. The proposal will construct a new approximately 60,000-square-foot elementary school building, and include a new playground and landscaping improvements. The new school will replace the existing Mountain View Elementary School, which will be retained until the District determines its future use. It may be used for storage in the interim. The new building will house students in grades K-4. Fifth grade students will be reassigned to the adjacent Olympic Middle School building.

The project will also modernize the preschool building, construct new playfields, remove offsite three portable buildings, and move two portable buildings closer to the preschool. The addition of 23 more parking spaces is possible but dependent on funding. The site circulation has improved to accommodate an internal bus loop between Olympic Middle School and Mountain View Elementary; buses no longer need to exit onto K Street before entering the adjacent school.

The site is located in the Medical Educational (ME) zoning district, which allows schools outright, but also in the Airport Overlay Zone 6 (Traffic Pattern Zone), which requires a Special Use Permit as a "Special function land use." The school is also located in the Horizontal Surface of the Airspace Protection Area.

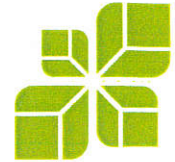
Criteria for SUP Approval

Shelton Municipal Code Chapter 20.46 describes Special Use Permits (SUP). Special uses possess characteristics of such unique and special form as to make impractical their being included automatically in any of the City zoning districts. The City requires the location and

TACOMA

2215 North 30th Street
Suite 300
Tacoma, WA 98403-3350
253.383.2422 TEL

www.ahbl.com



operation of special uses to be subject to a recommendation of the hearing examiner and final approval by the City commission. The purpose of the review is to determine that the characteristics shall not be incompatible with the type of uses permitted in surrounded areas and for stipulating conditions to ensure compatibility.

SMC 20.46.070 provides the standards for granting special use permits. The following are each standard followed by our response.

A. The use requested by the special use permit shall be within the intent of this title, the comprehensive plan, and the public interest.

Response: The use is consistent the Title 20 (Zoning), the comprehensive plan and the public interest as follows.

Consistency with Title 20

Title 20 is the City Zoning Code, which includes descriptions of the ME District (SMC 20.22), provides requirements for parking and signage as well as the procedures for SUPs and Site Plan Review. Public schools are permitted outright in the ME District (however, a SUP is required due to its location in the Airport Overlay Zone). The proposal meets the Zoning Code bulk regulations, parking and landscaping requirements, and is therefore consistent with the Title's intent. This application is provided in accordance with the requirements described in SMC 20.46 for Special Use Permits and will undergo concurrent Site Plan Review.

Consistency with Comprehensive Plan

The 2007 City of Shelton Comprehensive Plan describes the Medical/Educational designated areas as being intended for public and private educational institutions. The District is intended to provide high levels of pedestrian and transit-oriented service and a safe, pleasant environment for education and health care. Campus style development is encouraged. The Mountain View Elementary School is a campus in that it is co-located with the Early Learning Center (ELC) and the adjacent Olympic View Middle School and shares bus circulation and special event parking. Pedestrian services are provided by the sidewalks located along the East K Street and Laurel Street frontages.

The Comprehensive plan states that schools belong in neighborhoods and can act as positive community focal points, in conjunction with neighborhood "town squares." Expansions of local schools create another opportunity to instill a sense of civic pride and community responsibility, if their development is undertaken with sensitivity.

The proposed classroom building is consistent with the following goals and policies of the City Comprehensive Plan:

LU2. Assure that adequate urban services are available to all new development.

LU3. Assure that land use policies and patterns adequately protect and preserve resource lands, critical areas, water supplies, water bodies, and other areas of cultural or historical significance.

LU16. Concentrate medical and education facilities in the Medical/Educational District.



LU16a. New medical and educational facilities should be directed to the Medical/Educational District.

LU17. Strategically designate land suitable for new school facilities within areas where new residential neighborhood creation is desired.

LU17a. The City shall work with school district planners to identify opportunities for providing land for new school facility development within areas targeted for future neighborhood development.

CF1a. Public facilities and services should be designed and constructed to handle the anticipated growth of the service area, and to minimize future maintenance and repair costs.

Consistent with the Public Interest

As a public educational facility, the Mountain View Elementary School Replacement project is by nature in the public interest. The existing classroom building is aging and replacement will allow for improved educational opportunities for City children by meeting current classroom-size reduction requirements, allowing for District-wide redistribution of the grade levels, and providing current technology and safety enhancements. The public interest is further served by improving the onsite bus circulation and extending the parent pick-up/drop-off queue lanes to improve the current congestion that occurs, which overflows onto City roadways.

B. The use requested by the special use permit shall demonstrate that it is consistent with any performance standards applicable to the district in which it is to be placed.

Response: The use is consistent with the required performance standards listed in Table 20.06.030 and provided in the ME Zoning District (SMC Chapter 20.22) as follows:

| Table 1 – Compliance with Performance Standards | | |
|-------------------------------------------------|------------------|-------------------------------------------------------------------|
| Performance Standard | City Requirement | Mtn View Elementary School New Classroom Bldg |
| Minimum Lot Size: | None | n/a |
| Front yard, minimum: | None | n/a |
| Side yard: | 5 feet | Exceeds at 152 feet |
| Side yard on R-O-W: | 10 feet | Applies to the side yard adjacent to Laurel St. 10 feet provided. |
| Rear yard: | 10 feet | Exceeds |
| Building ground floor, max: | n/a | n/a |
| Building size, max: | n/a | n/a |
| Building height: | 35 feet | 35 feet |
| Building coverage: | 35% | 18.9% |
| Development coverage: | 65% | 53.7% |
| Outside storage: | N | None proposed |

Per SMC 20.40, one off-street parking space is required per employee plus 1.5 spaces per classroom. The school anticipates a staff of 42 employees. Table 2 below provides compliance with the City parking requirements:



| Table 2 – Compliance with Parking Requirements | | |
|------------------------------------------------|-----------------------------------|-----------------|
| Type | Spaces Required | Spaces Provided |
| Number of Employees | 42 (1 per employee) | 42 |
| Full size classrooms | 25 classrooms x 1.5 spaces = 37.5 | 37.5 |
| Half-size classrooms (Special Education) | 7 classrooms x 1.5 spaces = 10.5 | 10.5 |
| New Parking Spaces | | 6 |
| Total Spaces | 90 | 96 |

As shown on the site plan, there is a potential for an additional 23 parking spaces near the building entrance, should the District identify funding for it. It should also be noted that the portables that are to be relocated near the Early Learning Center (ELC) are not included in the classroom count as the ELC has its own parking area.

Per Chapter 20.60, landscaping plans are provided. The new parking areas will be landscaped per 20.60.150. No new landscaping is proposed in areas that would impact vision clearances. An irrigation plan will be provided with site development permit applications.

C. The use requested by the special use permit shall be made on the basis of site plans submitted pursuant to Section 20.46.040(D). If the improvements are to be made over a period greater than two years, the time of improvements shall be indicated.

Response: The construction schedule is to start in April 2018 with completion by the fall of 2019.

Airport Overlay Zone (SMC 20.70) Regulations

Public schools are listed as special function land uses in SMC 20.70.040. "Special function land use" means "land use for which the significant common element is the relative inability of the people occupying the space to move out of harm's way; this includes schools (K-12), hospitals, nursing homes, day care centers, and other similar uses involving occupants that require personal assistance in vacating the premises."

Chapter 20.70.050 describes the Airport overlay zones. Mountain View Elementary School is located in Zone 6 - Traffic Pattern Zone (TPZ), which encompasses an area surrounding the runway of approximately five thousand feet; see Figure 1, below. Expansion of existing uses in Zone 6 are allowed following review for impacts to the airport through the special use permit provisions of Chapter 20.46, with added performance standards addressing potential noise impacts.

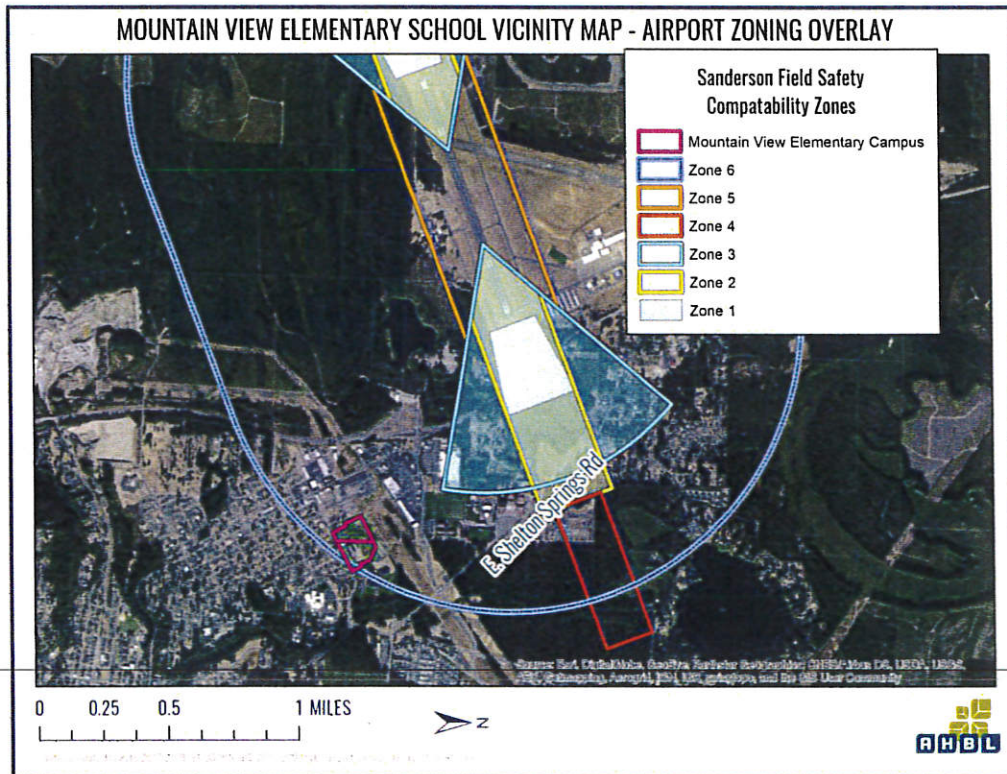


Figure 1 - Airport Overlay Zones

The property is also located in Airport Protection Areas "horizontal surface area" as shown below on Figure 2. Mountain View Elementary School is located approximately 5,600 feet east of the east end of the Sanderson Field runway. The horizontal surface area is at elevation 419 feet above mean sea level. The highest point of the new elementary school will be well below the horizontal surface area at approximately 255 feet. It should be noted that the school is adjacent to some very large electricity transmission poles that greatly exceed the height of any school buildings.

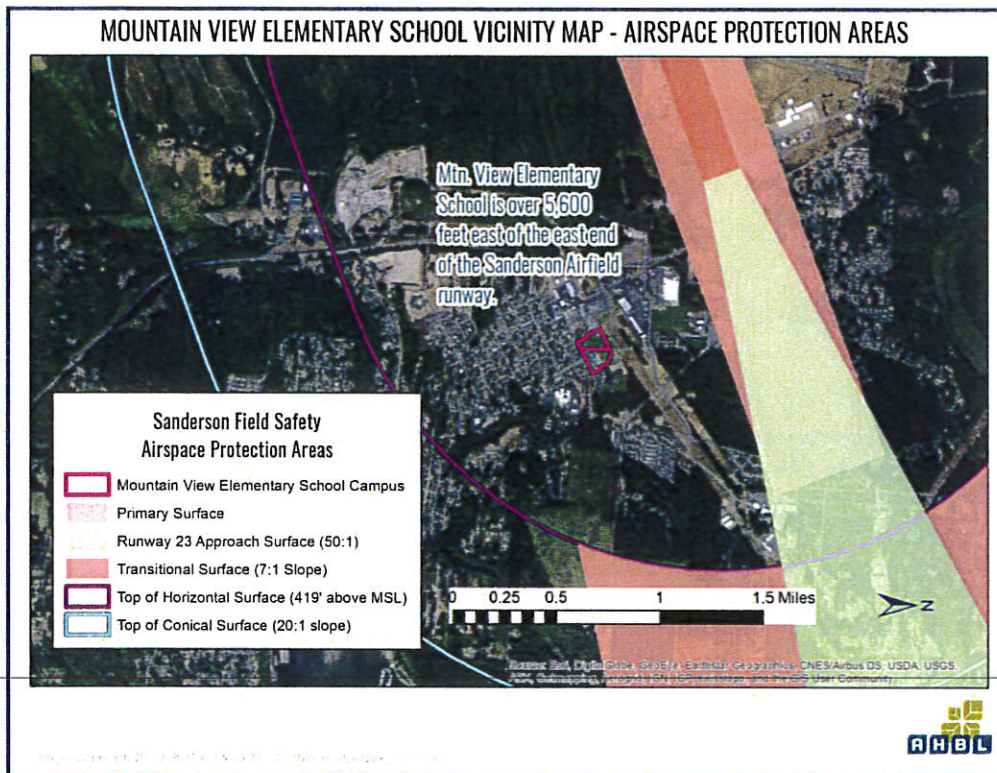


Figure 2 - Airspace Protection Areas

Thank you again for your assistance. We are available to answer any questions or provide additional information as needed.

Sincerely,

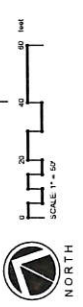
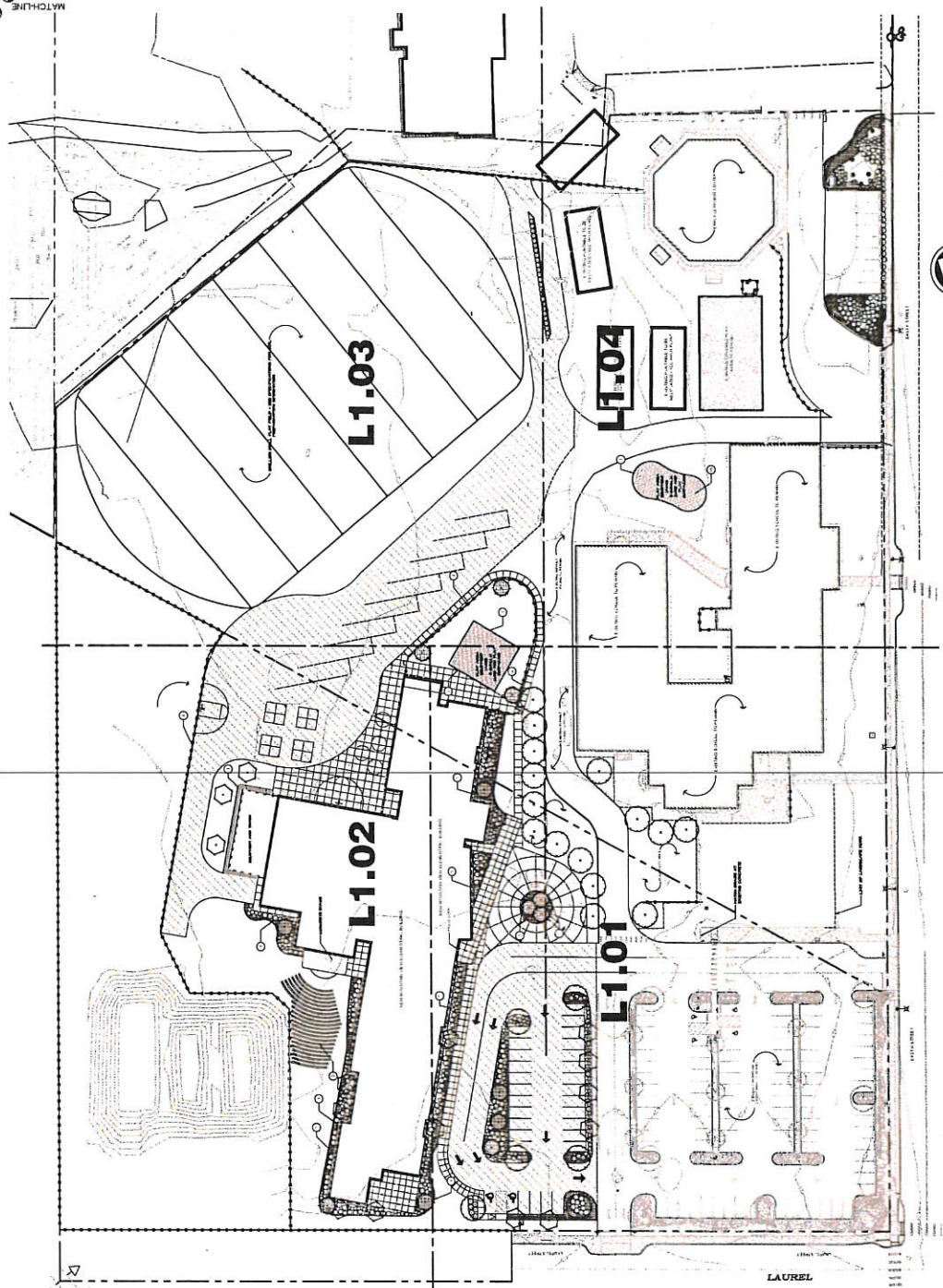

Lisa Klein, AICP
Associate Principal

LK/el

Enclosure

c: Robert Herron, Shelton School District Director of Facilities, Management & Construction
Jeff Feeney, KMB Architects

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REFERENCE NOTES SCHEDULE

| SYMBOL | DESCRIPTION | QTY |
|--------|--------------------------------------------------------------------------------------------------------|-----------|
| 1 | PLAY AREA CURB, TYP. | 321 LF |
| 2 | SEATWALL, TYP. | 871 LF |
| 3 | MONSTRIP, TYP. | 1,173 LF |
| 4 | FENCING, TYP. | 527 LF |
| 5 | METAL EDGING, TYP. | 604 LF |
| SYMBOL | DESCRIPTION | QTY |
| 1 | HYDROSEED LAWN, TYP. | 44,532 SF |
| 2 | 5" (1) CRUSHED ROCK @ 4" DEPTH WITH FILTER FABRIC AND METAL EDGING. WIDTH OF ROCK SHALL BE 2'-6", TYP. | 1,221 SF |
| 3 | GRASS PLAY AREA - 4" DEPTH OF TOPSOIL, BRILLIANT GRASS WITH PLAY AREA SEED MIX | 92,445 SF |
| 4 | CONCRETE, TYP. | 22,716 SF |
| 5 | LANDSCAPE BED, TYP. | 9,737 SF |
| 6 | PLAYGROUND SURFACING, TYP. | 3,075 SF |

CONCEPT PLANT SCHEDULE

| | | |
|---|---------------------------------------------------------------|----------|
| 1 | SHADE TREE "CAL. BASS OR CONT. 15-14 HT. | 21 |
| 2 | LANDSCAPE EVERGREEN TREE "SP. TIT. BASS OR CONT. | 13 |
| 3 | ACCENT TREES "CAL. BASS OR CONT. 8-10 HT. | 19 |
| 4 | SCREENING EVERGREEN CONT. B&B | 49 |
| 5 | PERENNIAL SHRUBS "SILVER CHERRY @ 4' O.C. | 134 |
| 6 | MEDIUM DECIDUOUS SHRUBS "SILVER CHERRY @ 4' O.C. | 134 |
| 7 | LOW PERENNIAL OR DECIDUOUS SHRUBS "SILVER CHERRY @ 3' O.C. | 303 |
| 8 | GRASSES "SILVER CHERRY @ 25' O.C. | 1,798 SF |
| 9 | ORNAMENTALS "SILVER CHERRY @ 4' O.C. | 2,346 SF |

SHEET NOTES

1. REFER TO THE LAYOUT FOR A COMPLETE LIST OF MATERIALS AND QUANTITIES.
2. ALL MATERIALS AND QUANTITIES ARE BASED ON THE LATEST REVISIONS OF THE SPECIFICATIONS AND SCHEDULES.
3. THE LAYOUT SHALL BE MODIFIED TO REFLECT ANY CHANGES TO THE LAYOUT, AS NOTED ON THE MAP.
4. THE LAYOUT SHALL BE MODIFIED TO REFLECT ANY CHANGES TO THE LAYOUT, AS NOTED ON THE MAP.
5. THE LAYOUT SHALL BE MODIFIED TO REFLECT ANY CHANGES TO THE LAYOUT, AS NOTED ON THE MAP.
6. THE LAYOUT SHALL BE MODIFIED TO REFLECT ANY CHANGES TO THE LAYOUT, AS NOTED ON THE MAP.
7. THE LAYOUT SHALL BE MODIFIED TO REFLECT ANY CHANGES TO THE LAYOUT, AS NOTED ON THE MAP.
8. THE LAYOUT SHALL BE MODIFIED TO REFLECT ANY CHANGES TO THE LAYOUT, AS NOTED ON THE MAP.
9. THE LAYOUT SHALL BE MODIFIED TO REFLECT ANY CHANGES TO THE LAYOUT, AS NOTED ON THE MAP.



Project: 2017-12

Sheet: L7.01

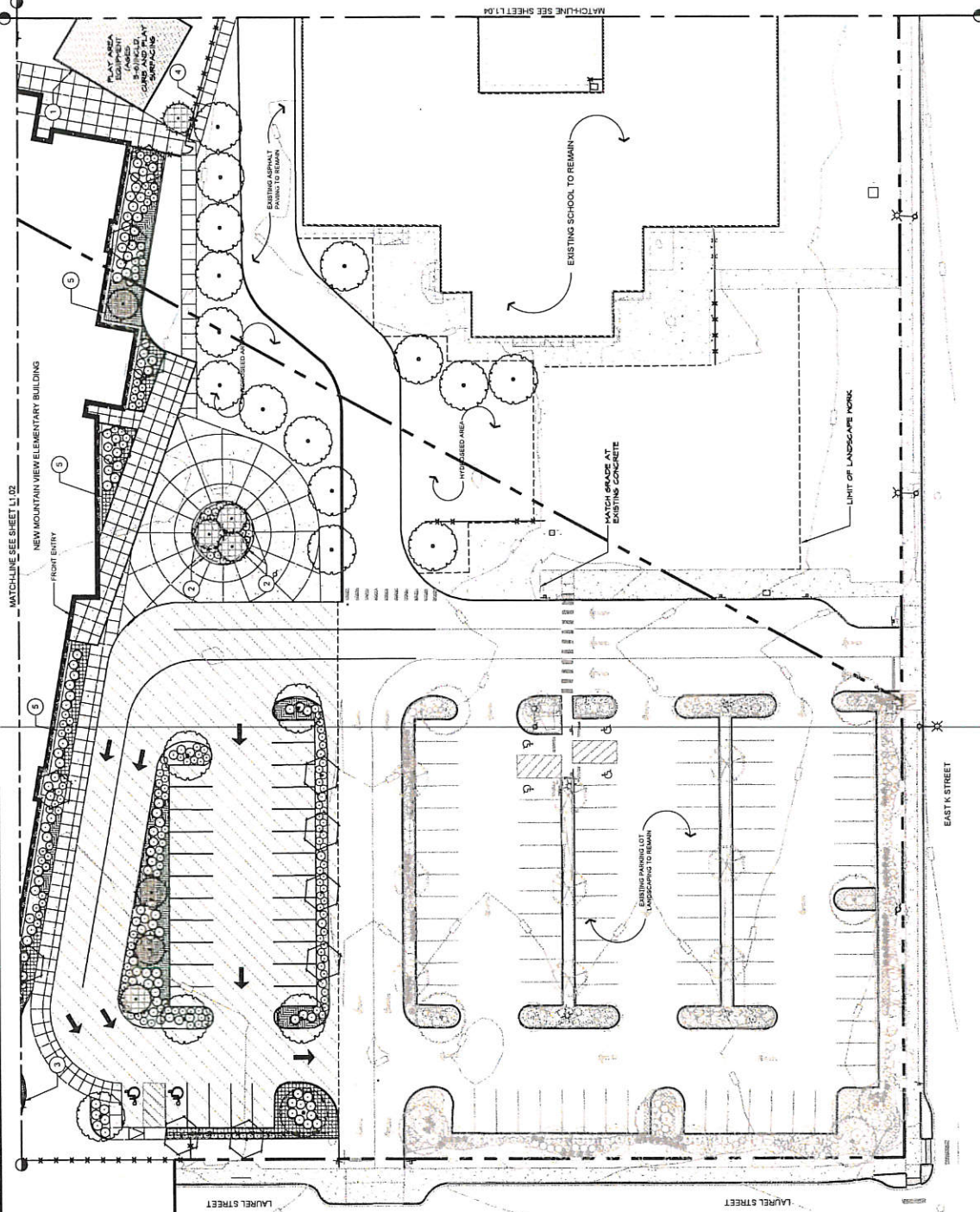
60 feet

40

20

0









SCALE 1" = 20'



REFERENCE NOTES SCHEDULE L1.01

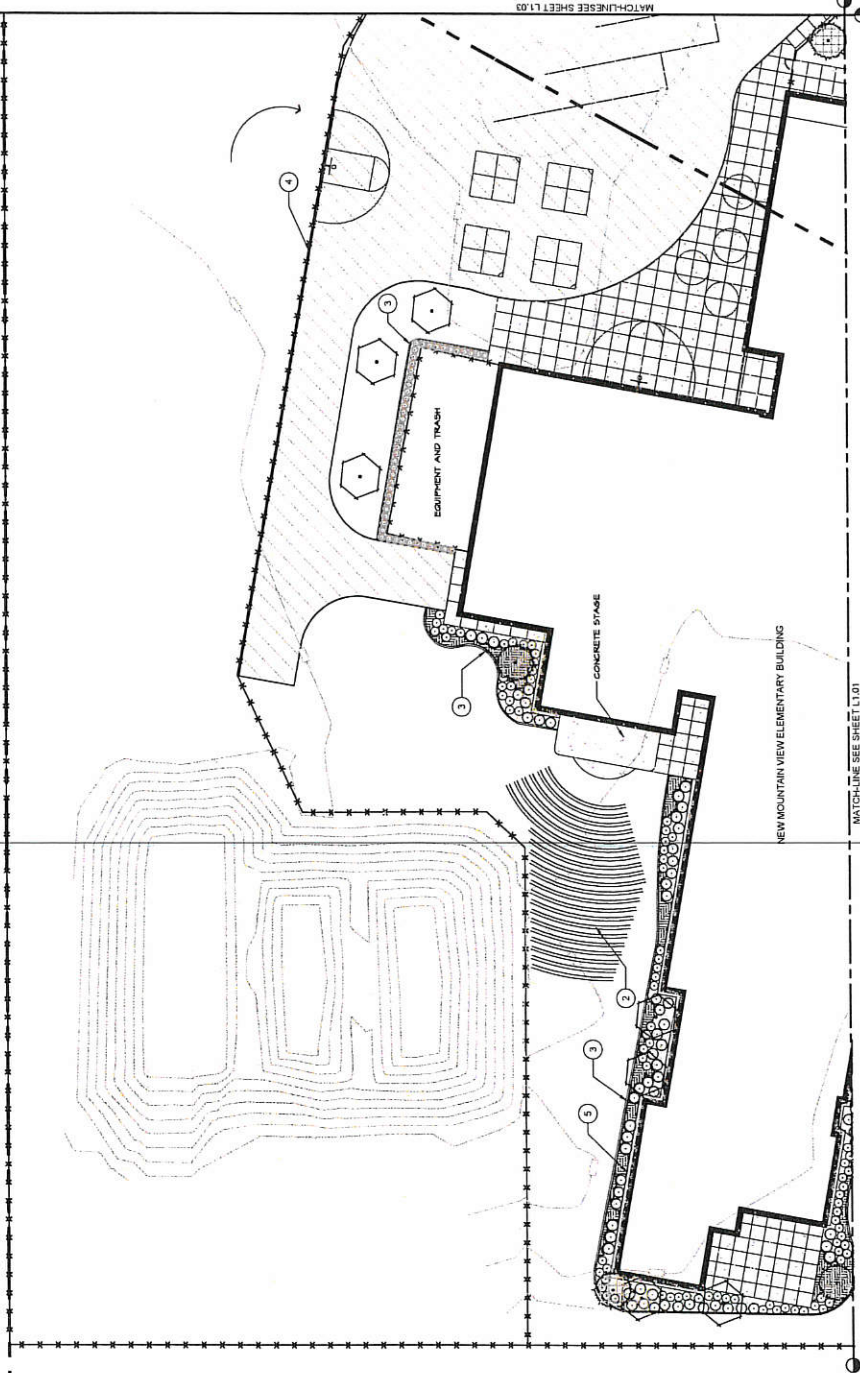
| SYMBOL | DESCRIPTION | QTY |
|--------|-----------------------------------------------------------------------------------------------------------|-----------|
| 1 | PLAY AREA CURB, TYP. | 165 LF |
| 2 | SEATWALL, TYP. | 57 LF |
| 3 | MONSTRIP, TYP. | 200 LF |
| 5 | METAL EDGING, TYP. | 164 LF |
| SYMBOL | DESCRIPTION | QTY |
| | HYDROSEED LAWN-TYP | 28,127 SF |
| | 3" x 6" CRUSHED ROCK @ 4" DEPTH WITH FILTER FABRIC AND METAL 6" EDGING, WIDTH OF ROCK SHALL BE 4'-2" TYP. | 711 SF |
| | CONCRETE, TYP | 19,166 SF |
| | LANDSCAPE BED-TYP | 5,601 SF |
| | PLAYGROUND SURFACING, TYP. | 1,628 SF |

CONCEPT PLANT SCHEDULE L1.01

| | | |
|-------------------------------------------------------------------------------------|----------|---------------------------------------------------------------|
|  | 21 | SHADE TREE 7" CAL. DBH OR CONT. 5-14 FT. |
|  | 9 | HANDSOME EVERGREEN TREE 5-8 FT. SM. OR CONT. |
|  | 12 | ACACIA TREE 7" CAL. DBH OR CONT. 8-10 FT. |
|  | 13 | DESIGNATED BUSHES 5' TALL, CONT. @ 4 TO 5 C. |
|  | 56 | MEDIUM DESIGNED BUSHES 5' TALL, CONT. @ 4 TO 5 C. |
|  | 171 | LOW SPREADER OR DECIDUOUS SHRUB 3' TALL, CONT. @ 3 TO 4 C. |
|  | 1,023 SP | GRASSES 4' TALL, CONT. @ 2.5 C. |
|  | 1,128 SP | SPERMATOPHYTES 5' TALL, CONT. @ 4 C. |





[illegible]

Sheet: L1.02










MATCH-LINE SEE SHEET L1.01

REFERENCE NOTES SCHEDULE L1.02

| SYMBOL | DESCRIPTION | QTY |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------|
| ② | SEAWALL, TYP. | 814 LF |
| ③ | MONSTRET, TYP. | 836 LF |
| ④ | FENCING, TYP. | 527 LF |
| ⑤ | METAL EDGING, TYP. | 440 LF |
| SYMBOL | DESCRIPTION | QTY |
|  | HYDROSEED LAWN/TYP | 15,611 SF |
|  | 5" (1) GRUSHED ROCK @ 4" DEPTH WITH FILTER FABRIC AND METAL 6" EDGING, WIDTH OF ROCK SHALL BE 2'-0" TYP. | 865 SF |
|  | CONCRETE, TYP. | 2,348 SF |
|  | LANDSCAPE BED-TYP | 3,897 SF |

CONCEPT PLANT SCHEDULE L1.02

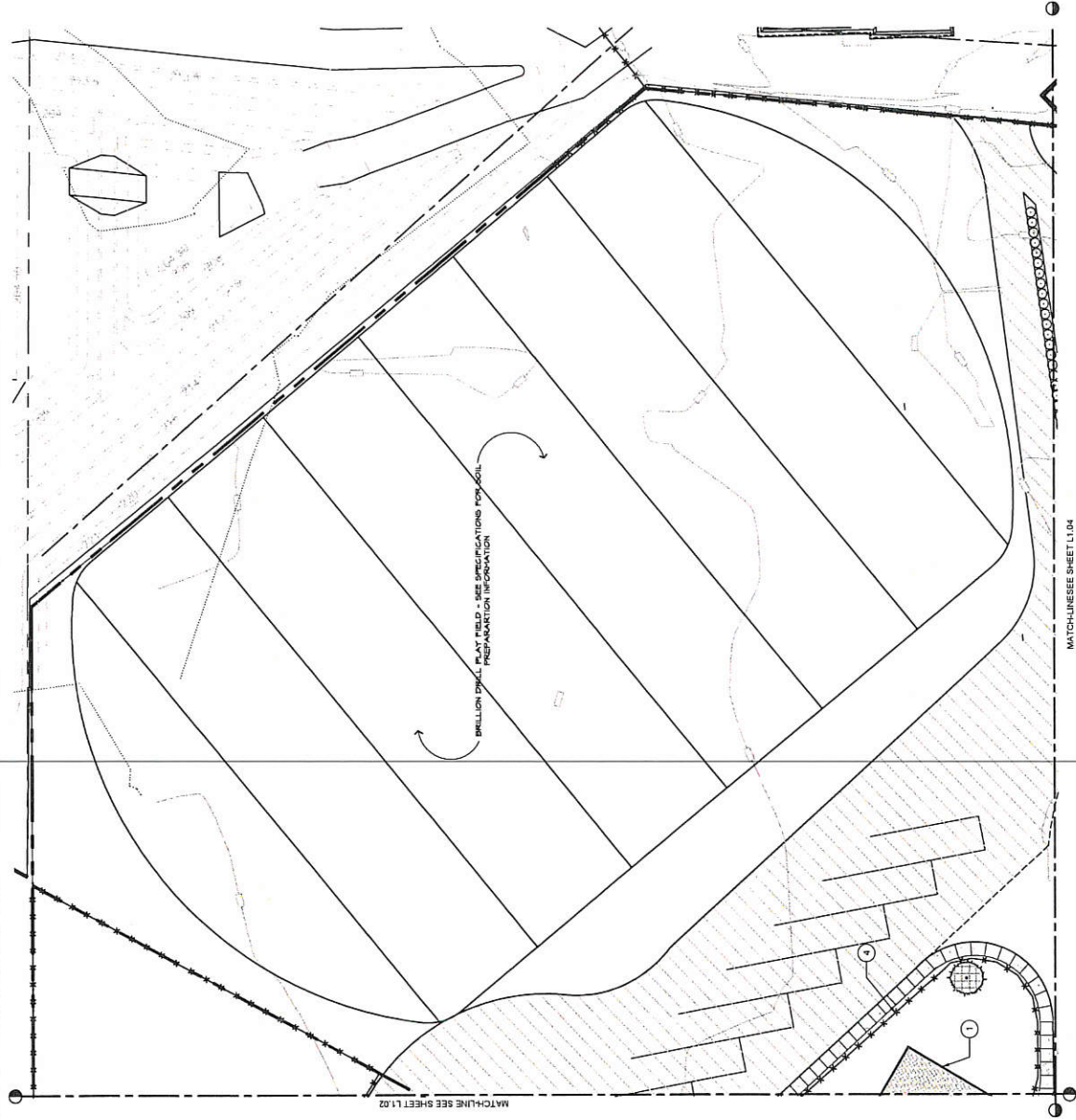
| | | |
|-------------------------------------------------------------------------------------|--------|---------------------------------------------------------|
|  | 4 | NARROW EVERGREEN TREE LOCAL CONT. @ 10 CONT. |
|  | 7 | DECIDUOUS TREES LOCAL CONT. @ 10 HT. |
|  | 49 | SHRUBBY EVERGREEN CONT 1/1448 |
|  | 24 | EVERGREEN SHRUBS LOCAL CONT. @ 10 C. |
|  | 25 | MEDIUM DECIDUOUS SHRUBS LOCAL CONT. @ 10 C. |
|  | 84 | LOW EVERGREEN OR DECIDUOUS SHRUB LOCAL CONT. @ 10 C. |
|  | 765.5F | FERN/SEDGE LOCAL CONT. @ 10 C. |

| SYMBOL | DESCRIPTION | QTY |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----------|
|  | GRASS PLAY AREA - 4" DEPTH OF TOPSOIL, BRILLION DRILL WITH PLAY AREA SEED MIX | 92,445 SF |
|  | LANDSCAPE BED-TYP | 230 SF |

CONCEPT PLANT SCHEDULE L1.03

 **NARROW EVERGREEN TREE** 1
6-8' HT., BAB OR CONT.

 **EVERGREEN SHRUBS** 16
3-5 GAL. CONT. @ 1 G.C.



MATCHLINE SEE SHEET L1.02

~~DRILLION DRILL PLAY FIELD - SEE SPECIFICATIONS FOR SOIL -
PREPARATION INFORMATION~~

MATCH-LINE SEE SHEET L1.04

**Shoot:**

L1.03



| | |
|----------|---------|
| Project: | 2017-13 |
|----------|---------|

Project Drawn.

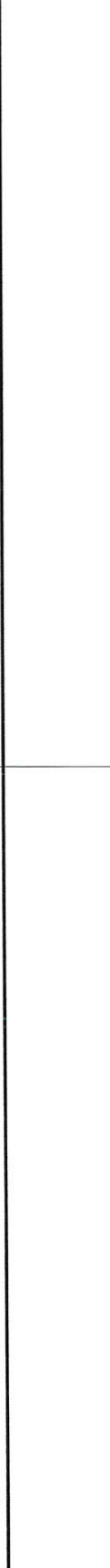
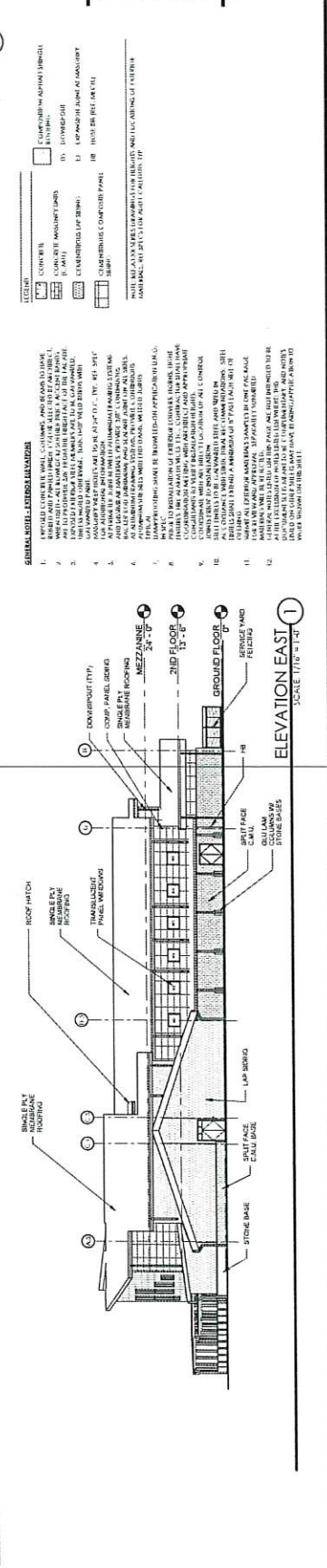
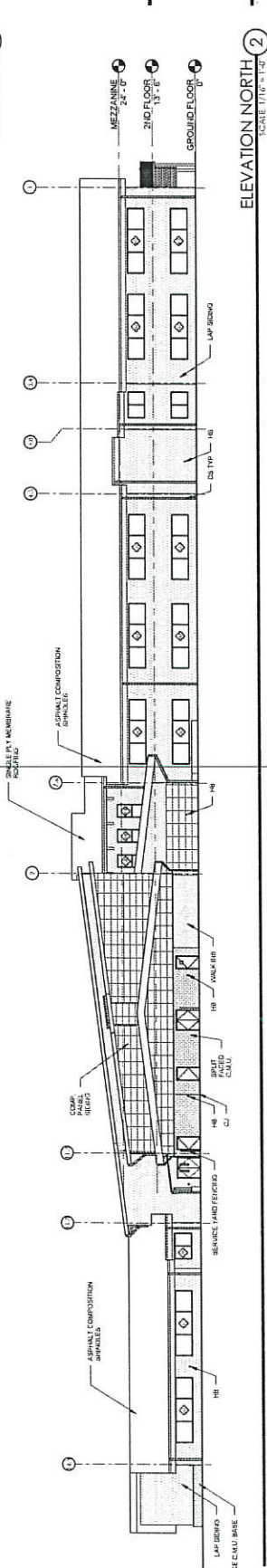
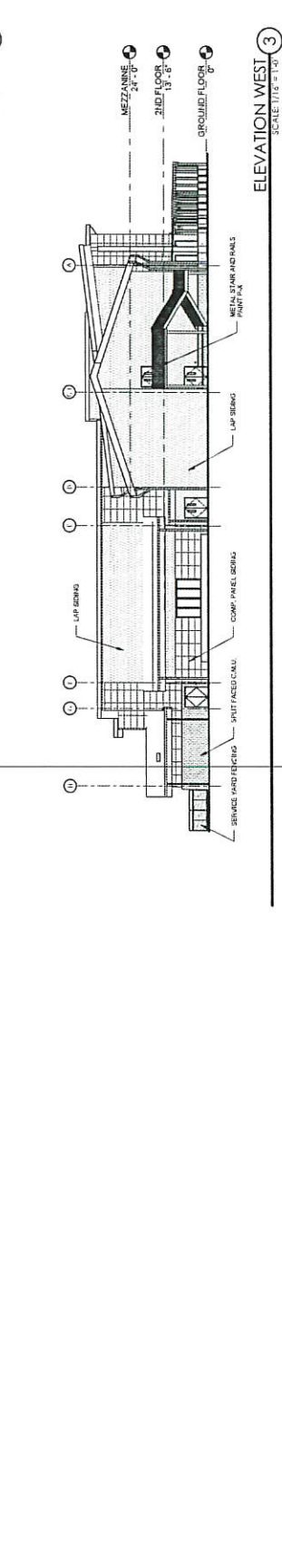
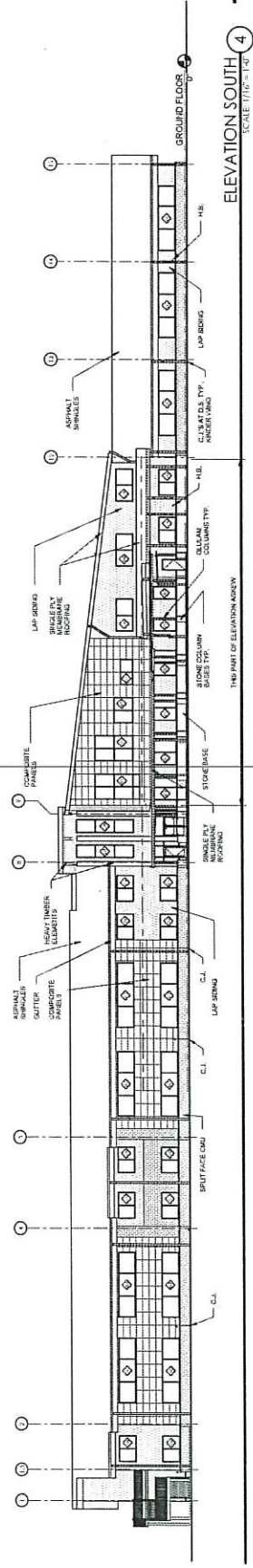
4.13

MOUNTAIN VIEW REPLACEMENT ELEMENTARY SCHOOL
SHELTON SCHOOL DISTRICT NO. 309

NORTHEAST LANDSCAPE PLAN



101 E. 23rd Street, Suite 300, Tacoma, WA 98421





CITY OF SHELTON COMMISSION BRIEFING REQUEST

Touch Date: 02/21/18
Brief Date: 03/06/18
Action Date: **03/20/18**

Department: Public Works
Presented By: **Craig Gregory**

APPROVED FOR COMMISSION PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

**Construction Support/Project
Management**

☐

Ordinance

☐

Resolution

ATTACHMENTS:

Construction Support Project
Management Contract

☒

Motion

☐

Other

☒ Dept. Head

☒ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In order to provide timely and efficient design and construction of City projects, city staff needs to be periodically augmented. In January 2017, staff solicited proposals from consulting firms interested in providing Construction Support/Project Management Services to the City for 2018-2019 through a dedicated person to be available as needed.

The specialized expertise the City needs in the engineering fields is in: Design, review, coordination, administration, and construction engineering/technical support of Public Works projects.

The City received four submittals, all meeting the bid requirements and considered responsive. Of the four proposals, three of them rated very well in staff review. After final review of the evaluation team's scorings, it was determined that the best fit at this time was the submittal and proposed engineer from Gray & Osborne, Inc.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

There is no immediate impact to the budget as the contract is structured to not guarantee a minimum level of compensation. With this provision, only construction support/project management services anticipated in the current budget or those approved through modification of the budget would be supported by this contract.

PUBLIC INFORMATION REQUIREMENTS:

Information regarding this service can be obtained through the Public Works department.

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to approve award of the contract for Construction Support/Project Management Services and authorize the Mayor to sign the contract with Gray & Osborne, Inc. for final execution."*

CONTRACT FOR SERVICES

CITY OF SHELTON AND GRAY & OSBORNE, INC.

This Agreement (the “Agreement”) is entered into as of the last date shown below by and between the City of Shelton, a Washington municipal corporation (“Client” / “City” / “Public Entity” / “COS”), and Gray & Osborne, Inc., a Washington corporation, (“Consultant” / “Contractor” / “Professional”, with both Consultant and City collectively references as “parties”).

WHEREAS, the Client desires to engage the services of the Consultant as an independent contractor, and not as an employee, to provide the services described in **Exhibit A**, related to performance of Construction Support/Project Management Services; and

WHEREAS, the Consultant agrees to provide the professional services as defined in this Agreement and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties agree to the following:

AGREEMENT

Term. This Agreement shall be in 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 annually until December 31, 2021, or completion of work authorized under this agreement whichever is later.

Services.

The Consultant shall perform construction support/project management services as described in **Exhibit “A”** attached hereto and incorporated herein by this reference as if fully set forth in this contract. 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. **Exhibit A**, attached hereto and incorporated by reference, defines services that the City may request the Consultant perform (“services”). Specific requests for services shall be detailed in writing by the City.

The Consultant agrees to perform construction support/project management services on an as needed, on-call basis. 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.

Compliance with 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.

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 legally protected status.

Registration, Licensing and Bonding - Consultant shall at all times maintain appropriate registration, licensing and bonding applicable to professional services to be performed pursuant to this agreement, and has provided or will provide written evidence of the same to the City upon execution of this Agreement, and shall require and produce the same with respect to any subcontractors/assignees (if the same are authorized by the City to perform pursuant to the terms of this Agreement).

Payment.

No minimum level of compensation will be guaranteed under this contract. Compensation will be based on a time and material basis for assigned Public Works projects and based on the Consultant's fee schedule set forth in **Exhibit "C"**.

Consultant will be authorized to bill for services performed on assigned projects not more frequently than once per month until the project is complete or services are canceled as provided in this Agreement.

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. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

The Consultant shall complete and return **Exhibit "D,"** Tax Identification Number, to the City prior to or along with the first billing voucher submittal. The Consultant is required to have a City Business license and no payment will be made until one is obtained.

The Consultant shall provide an activity report with each invoice highlighting services provided during the billing period, upcoming activities, and emerging management issues.

Insurance.

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance 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. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity 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 Public Entity evidences limits of liability lower than those maintained by the Consultant.

Indemnification. Professional shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Professional in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Professional and the Public Entity, its officers, officials, employees, and volunteers, the Professional's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Professional's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Professional's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Governing Law / Jurisdiction / Venue / Attorney Fees and Costs. The laws of the State of Washington shall govern this Agreement and any action arising from or relating to this Agreement. Any legal action, including but not limited to mediation, arbitration, and/or litigation shall take place in Mason County, Washington, or other location in the sole discretion of COS, with litigation to be heard in Mason County Superior or Mason County District courts, and with

venue and jurisdiction appropriate in the same. The prevailing party shall be entitled to recover from the other party all litigation costs and expenses, including reasonable attorneys' fees.

Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing in this Agreement shall be considered as creating 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 to the employees of the Client by virtue of the services provided under this Agreement. The Client 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 Professional is subject to the licensing requirements and business and occupation tax levied in SMC Chapters 5.04.030 and 3.52.050.

Work Product Property of Client. All documents, drawings, specifications, and other materials produced by the Professional 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 Professional harmless for the City's use of the documents, drawings, specifications, and other materials outside of the project intended.

Public Entity / Record Keeping and Reporting. 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.

These records shall be maintained for a period of seven (7) years after termination hereof, or longer period as required to comply with Washington State Records Retention standards, unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

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 Professional 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 Professional and subcontractor.

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.

Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit as allowed by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Professional'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 Professional.

Assignment. The Consultant may not assign this Agreement without the prior written consent of Client. In the event of an assignment by the Consultant to which the Client has consented, the assignee shall agree in writing with Client to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Termination. This Agreement may at any time be terminated by the City 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. 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. In addition, Consultant may terminate this Agreement if: a) the City defaults under any term, provision or condition of this Agreement and fails to cure such default within ten (10) calendar days of notice sufficiently describing the default (see notice section); or b) the City files or has filed against it any proceeding under any bankruptcy, insolvency or other law affecting the enforceability of creditors' rights.

Notices. All notices required by this Agreement must be in writing and set by fax, hand delivery, overnight mail service or certified mail, return receipt requested, to the contact number/address set forth below, or as subsequently modified through written notice provided to the other party.

Notice shall be deemed received on the third (3rd) business day following transmittal or deposition into the mail system (date of mailing not included in calculation):

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 Miller, PE
Gray & Osborne, Inc.
2102 Carriage Dr. SW, Building I
Olympia, WA 98502
Phone number: (360) 292-7481
Email: dmiller@g-o.com

The designated representative for the Consultant is: Dominic Miller, PE

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

Review / Authority. Each party represents to the other party that it has (a) fully read and understood the terms of this Agreement, (b) had the opportunity to seek the assistance of independent legal counsel regarding this Agreement and its terms; (c) full legal authority to enter into this Agreement and has taken all necessary steps to obtain such authority; (d) equally participated in the negotiation and drafting of this Agreement; and (e) not relied upon any statement, representation or warranty not contained in this Agreement or Exhibits incorporated herein.

Fully Integrated Agreement / Amendment. This Agreement, including the attached **Exhibits A, B, C and D** incorporated by reference, constitute the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or rescinded except by a written agreement signed by both parties. No oral agreements, representations, or warranties have been made and/or relied upon. In the event of inconsistency between the text content of this Agreement and attached **Exhibits**, the text content in this Agreement shall prevail.

Execution/Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

EXECUTED this _____ day of _____, 2018.

“Client” City of Shelton

By: _____

Name: _____

Title: _____

EXECUTED this _____ day of _____, 2018.

“Consultant”: Gray & Osborne, Inc.

By: _____

Name: _____

Title: _____

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide Construction Support/Project Management Services to the City of Shelton on an as-needed, on-call basis, and work out of the City offices a minimum of one day a week, with the possibility of more days depending on the needs of the City. These services shall be performed by the assigned Professional Engineer, Dominic Miller, PE. This contract will be compensated on a time and material basis for the actual work performed on assigned projects. No minimum compensation is guaranteed. The general scope of services needed by the City of Shelton typically fall into the following categories:

- Design, review, coordination, administration, and construction engineering/technical support of Public Works projects.

EXHIBIT B

City of Shelton
Billing Voucher

To: City of Shelton
525 West Cota
Shelton, Washington 98584
Phone: (360) 426-9731
FAX: (360) 426-7746

Submittal No.: _____

Consultant: _____ Telephone: () _____

Mailing Address: _____

Project Title: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice: _____ (Attach Invoice)

Authorized Signature

BUDGET SUMMARY

Total contract amount \$ _____

Previous payments \$ _____

Current request \$ _____

Total requested this

 contract to date \$ _____

Balance remaining \$ _____

Note: If applicable, submit a separate voucher for each project, which is funded by your City of Shelton contract.

For Department Use Only

Public Works Director

Date: _____

EXHIBIT C
Gray & Osborne, Inc. Fee Schedule

GRAY & OSBORNE, INC.

PROFESSIONAL ENGINEERING SERVICES CONTRACT
FULLY BURDENED BILLING RATES*
THROUGH JUNE 15, 2018**

| <u>Employee Classification</u> | <u>Fully Burdened Billing Rates</u> | | |
|-------------------------------------------|--------------------------------------------|----|----------|
| AutoCAD/GIS Technician/Engineering Intern | \$ 42.00 | to | \$120.00 |
| Electrical Engineer | \$103.00 | to | \$184.00 |
| Structural Engineer | \$100.00 | to | \$168.00 |
| Environmental Technician/Specialist | \$ 80.00 | to | \$115.00 |
| Engineer-In-Training | \$ 80.00 | to | \$123.00 |
| Civil Engineer | \$ 96.00 | to | \$126.00 |
| Project Engineer | \$106.00 | to | \$145.00 |
| Project Manager | \$106.00 | to | \$184.00 |
| Principal-in-Charge | \$112.00 | to | \$184.00 |
| Resident Engineer | \$122.00 | to | \$168.00 |
| Field Inspector | \$ 77.00 | to | \$142.00 |
| Field Survey (2 Person)*** | \$161.00 | to | \$213.00 |
| Field Survey (3 Person)*** | \$238.00 | to | \$290.00 |
| Professional Land Surveyor | \$112.00 | to | \$136.00 |
| Secretary/Word Processor*** | N/A | | |

* Fully Burdened Billing Rates include overhead and profit.

** Updated annually, together with the overhead.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.54 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

*** Administration expenses include secretarial and clerical work; GIS, CADD, and computer equipment; owned survey equipment and tools (stakes, hubs, lath, etc. – Note: mileage billed separately at rate noted); miscellaneous administration tasks; facsimiles; telephone; postage; and printing costs, which are less than \$150.

EXHIBIT D

CITY OF SHELTON

525 West Cota Street

Shelton, WA 98584

Phone: (360) 426-9731

FAX: (360) 426-7746

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

☐ Corporation ☐ Partnership ☐ Government Agency
☐ Individual/Proprietor ☐ Other (please explain)

Tax Identification #: _____

Social Security #: _____

Print Name: _____

Print Title: _____

Business Name: _____

Business Address: _____

Business Phone: _____

Business e-mail: _____

Authorized Signature (required)

Date



CITY OF SHELTON COMMISSION BRIEFING REQUEST

Touch Date: 02/19/18
Brief Date: 03/06/18
Action Date: **03/20/18**

Department: Public Works
Presented By: **Craig Gregory**

APPROVED FOR COMMISSION PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Black Rock Bulk Supply

☐

Ordinance

☒ Dept. Head

☒ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:

**-Black Rock Bulk Supply
Contract
-Award Form**

☐

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City regularly needs black rock product throughout the year for regular road maintenance, pot holing, etc. In preparation for the 2018 road maintenance activities, staff has formally requested bids for Black Rock Bulk Product. The invitation for bid was advertised throughout January, with bid opening on February 1st.

Two (2) proposals were received at the time specified in the Invitation to Bid, one from Kennedy Creek Quarry and one from Northwest Rock. Both suppliers were able to provide the requested Black Rock specified in the Invitation to Bid. Northwest Rock's Shelton facility is an on demand pit, which means we would have to call in advance to arrange for them to set up times to load the requested product; they are still in the process of stockpiling and crushing product. For this reason, Kennedy Creek was determined better able to meet the needs of the City since they have the product ready at their Shelton Facility.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The purchase of Black Rock Bulk Supply has been approved in the 2018 Budget.

PUBLIC INFORMATION REQUIREMENTS:

Information for this can be obtained through the Public Works department.

STAFF RECOMMENDATION/MOTION:

Staff recommends: *"I move to approve the bulk purchase of black rock by authorizing the Commission to sign the award form and the Mayor to sign the contract with Kennedy Creek Quarry for final execution once it is returned to the City".*

CONTRACT FOR PURCHASE OF SUPPLIES/MATERIALS

City of Shelton and Kennedy Creek Quarry

This Agreement is entered into by and between the City of Shelton, Washington, ("the City") and Kennedy Creek Quarry, Inc., a Washington corporation ("the Vendor" / "Supplier"), whose principal office is located at 801 SE Brewer Rd, Shelton, WA 98584.

WHEREAS, the City has determined the need to purchase Black Rock—Bulk Products for the ongoing maintenance of City infrastructure; and

WHEREAS, the City completed an open and competitive bidding process for Black Rock– Bulk Products, and evaluated prospective suppliers of this equipment on price and adherence to required performance and other specifications; and

WHEREAS, the City has agreed to purchase Black Rock—Bulk Products from the Vendor; and

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

1. **Purchase.** The City of Shelton shall purchase Black Rock—Bulk Products from the Vendor at prices set forth in Exhibit "A1," pursuant to terms and conditions set forth in Exhibit "A2", with both Exhibits attached hereto and incorporated by reference as if fully set forth in this Contract. Unless expressly agreed to in writing, Terms and Conditions expressed in the Vendor's proposal, which directly conflict with the Terms and Conditions described in the Invitation For Bid (IFB), exhibit "A2", shall not be valid unless specifically set forth in this document. This Agreement binds the Vendor to provide volumes/quantities as requested by the City; but does not prevent the City from obtaining the same supplies/materials ("products") from other vendors as the City may elect.
2. **Compensation and Method of Payment.** No minimum level of compensation will be guaranteed under this contract. Compensation will be based on the products requested and associated Vendor's proposed pricing, as forth in Exhibit "A1."

The City shall pay the Vendor 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. Washington State Sales Tax (WST) will be added to all payments to the Vendor and responsibility to make those payments to Washington State Department of Revenue shall be that of the Vendor. All invoices shall be addressed to: City of Shelton, Public Works Department/Engineering Division – 525 W. Cota Street, Shelton WA 98584. Vendor is required to have a City Business license and no

payment will be made until one is obtained.

3. **Provisions for Changes in Scope of Vendor Services.** The Vendor agrees to supply the products, priced as described in Exhibit “A1” attached hereto, in quantities sufficient to meet the City’s needs. Unless modified in writing and agreed to by both parties, the duties of the Vendor shall not be construed to exceed those services.
4. **Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of the last signature affixed hereto and ending **December 31, 2018**, 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, 2019, or completion of work authorized under this agreement whichever is later.
5. **Independent Vendor.** The Vendor and the City agree that the Vendor is an Independent Vendor 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 Vendor nor any employee of the Vendor 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 Vendor or any employee of the Vendor.
6. **Vendor Responsibilities.** The Vendor shall produce, provide and deliver the supplies/materials at the price specified in the proposal (Attachment “A1”), to the locations specified by the City and in an amount requested by the City sufficient to meet the City’s needs, and shall conform to any applicable 2016 *WSDOT Standard Specifications for Road, Bridge and Municipal Construction*, herein after jointly referred to as the *Standard Specifications*, as now existing or hereafter amended, which are incorporated herein by this reference¹.
7. **City Business License.** 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 Vendor is subject to the licensing requirements and business and occupation tax levied in SMC Chapters 5.04.030 and 3.52.050.

¹ The current *WSDOT Standard Specifications for Road, Bridge and Municipal Construction* is incorporated in total by reference except as expressly exempt in this agreement. References to specific sections in this Agreement are intended to aid the parties in locating specific language and not intended to exclude other portions of the WSDOT Specifications.

8. **Indemnification/Hold Harmless.** The Supplier shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

9. **Insurance.**

A. Insurance Term

The Supplier shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the Public Entity pursuant to this Agreement.

B. No Limitation

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

C. Minimum Scope of Insurance

The Supplier shall obtain insurance of the type and coverage described below:

Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The Public Entity shall be named as an additional insured under the Supplier's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 04 13 or a substitute endorsement providing at least as broad coverage.

D. Minimum Amounts of Insurance

The Supplier shall maintain the following insurance limits:

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

The Supplier shall furnish the Public Entity 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 Supplier before goods, materials or supplies will be accepted by the Public Entity.

H. Notice of Cancellation

The Supplier shall provide the Public Entity with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Supplier to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days notice to the Supplier 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Supplier from the Public Entity.

J. Public Entity Full Availability of Supplier Limits

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

10. **Record Keeping and Reporting.**

- A. The Vendor 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 Vendor 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. 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.

11. **Audits and Inspections.** The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review, or audit as allowed by law during the performance of this Agreement. The City shall have the right to conduct an audit of the Vendor'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 Vendor.

12. **Termination.** This Agreement may at any time be terminated for with or without cause by the City upon giving to the Vendor thirty (30) days written notice of the City's intention to terminate the same. Vendor will be paid for satisfactory work performed through the date of termination. Notice of termination shall be provided in the manner specified under the "Notice" section of this Agreement.

13. **Discrimination Prohibited.** The Vendor shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Vendor 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 other legally protected class.

14. **Assignment and Subcontract.** The Vendor shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the

City.

15. **Entire Agreement.** This Agreement and Exhibits A1, A2 and B 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.

16. **Notices.** 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 project representative for the City of Shelton is, and notices to the City shall be sent to:

Attn: Project & Purchasing Coordinator
City of Shelton
Public Works Department
525 West Cota Street
Shelton, Washington 98584
Phone number: (360) 432-5104
Email: brooke.kilts@sheltonwa.gov

Notices to the Vendor shall be sent to the following address:

Aaron Schmidt
Kennedy Creek Quarry
801 SE Brewer Rd
Shelton, WA 98584
Phone number: (360)426-4743
Email: kennedycreekquarry@gmail.com

17. **Applicable Law; Venue; Attorneys' Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Mason County, Washington.
18. **Representation of Vendor.** The Vendor represents to the City that it has no conflict of interest in performing any of the services set forth in the Exhibits. In the event that the Vendor 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

Vendor to refrain from entering into a contract with representatives of the conflicting project.

19. **No Third Party Beneficiary.** 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.
20. **Severability.** Should any term, provision, condition or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of this Agreement still fulfill its purposes, the balance of this Agreement or its application shall not be affected thereby, and shall continue in full force and effect.

CONTRACT SIGNATURES

DATED this _____ day of _____, 2018.

CITY OF SHELTON

By: _____
Gary H. Cronic, Mayor

KENNEDY CREEK QUARRY

By: _____
Signature

Printed Name and Title:

Attest/Authenticated:

City Clerk

EXHIBIT A-1**VENDOR PROPOSAL**

The products required by City may include, but are not limited to:

| No. | Description | English Units | Unit Price |
|-----|-----------------------------------------------|---------------|------------|
| | HMA CL 1/2" | | |
| | 5/8"- (Owner pick-up) | Ton | \$ 10.50 |
| | 3/4"- (Owner pick-up) | Ton | \$ 10.50 |
| | 3/4"- construction grade (Owner pick-up) | Ton | \$ 10.50 |
| | 1 1/2", (Owner pick-up) | Ton | \$ 8.00 |
| | 3/8" , (Owner pick-up) 4-8 ASPHALT | Ton | \$ 7.00 |
| | 1-man rock, (Owner pick-up) | Ton | \$ N/A |
| | 2-man rock, (Owner pick-up) | Ton | \$ 18 |

| Loc. | Facility Address | City |
|------|-------------------------|---------|
| 1 | 250 W Hurley Waltrip Rd | Shelton |
| 2 | | |
| 3 | | |

III. Bid Format and Content:

In submitting a bid, each bidder acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any bidder in anticipation of Commission action approving or disapproving any proposed agreement. The City may accept or reject any bid or proposed agreement without limitation. Nothing in the Invitation for Bid or in subsequent negotiations creates any vested rights in any person.

Bids, which do not address the items listed in this section, will be considered incomplete and will be deemed non-responsive by the City.

- A. Letter of Transmittal
- B. Detailed quote of services and associated fees

EXHIBIT A-2
ORIGINAL INVITATION FOR BID

EXHIBIT A-2

ORIGINAL INVITATION FOR BID

CITY OF SHELTON, WASHINGTON
Department of Public Works
Invitation for Bid

Black Rock Bulk Purchase
2018

The City of Shelton, Washington is accepting bids from qualified bidders to provide Black Rock.

The following subjects are discussed in this Invitation for Bid (IFB) to assist in bid preparation.

- I. Background
- II. Specifications
- III. Format and Content
- IV. Evaluation Criteria and Selection Process
- V. Submittal

I. Background:

The City of Shelton has need for black rock products as identified herein.

Purpose:

The purpose of this IFB is to establish a City contract for the as needed purchase of bulk black rock products. Due to temporary limitations of supply or source, the contract may be awarded to multiple contractors, in order to facilitate prompt and uninterrupted delivery of contracted goods.

II. Specifications:

Bidder shall provide the City with black rock products, as identified below. This contract is expected to encompass the period from January 2018 through December 2018, with a possible one (1) year extension. The contract has no guarantee minimum purchase or compensation total. The City DOES anticipate a need of 500-1000 tons per season.

Materials shall conform to the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction (hereafter referred to as "Standard Specifications"), with the exception of ¾", which doesn't need to conform.

Supply shall be made on an as needed basis within two (2) calendar days after ordered by the City, unless other agreed upon in writing.

In addition, the bidder should be able to provide vector waste and sweeping disposal service to the City of Shelton.

EXHIBIT A-2**ORIGINAL INVITATION FOR BID**

The products required by City may include, but are not limited to:

| No. | Description | English Units | Unit Price |
|-----|----------------------------------------|---------------|------------|
| | HMA CL ½" | | |
| | 5/8"- (Owner pick-up) | Ton | \$ |
| | ¾"- (Owner pick-up) | Ton | \$ |
| | ¾"- construction grade (Owner pick-up) | Ton | \$ |
| | 1 ½", (Owner pick-up) | Ton | \$ |
| | 3-6", (Owner pick-up) | Ton | \$ |
| | 1-man rock, (Owner pick-up) | Ton | \$ |
| | 2-man rock, (Owner pick-up) | Ton | \$ |

| Loc. | Facility Address | City |
|------|------------------|------|
| 1 | | |
| 2 | | |
| 3 | | |

III. Bid Format and Content:

In submitting a bid, each bidder acknowledges that the City shall not be liable to any person for any costs incurred therewith or in connection with costs incurred by any bidder in anticipation of Commission action approving or disapproving any proposed agreement. The City may accept or reject any bid or proposed agreement without limitation. Nothing in the Invitation for Bid or in subsequent negotiations creates any vested rights in any person.

Bids, which do not address the items listed in this section, will be considered incomplete and will be deemed non-responsive by the City.

- A. Letter of Transmittal
- B. Detailed quote of services and associated fees

EXHIBIT A-2

ORIGINAL INVITATION FOR BID

C. Confirmation of Business Organization

On the last page of the bid, the bidder shall identify the business organization under which it operates (form provided in IFB). Partnerships and joint ventures will list each member's name, address, business license, tax ID, telephone and fax numbers on a separate sheet of paper attached to the bid.

IV. Evaluation Criteria and Selection Process

Responses will be reviewed to determine material compliance with administrative requirements as specified herein. Those responses meeting all solicitation requirements are further evaluated for award purposes.

The City reserves the right to determine at its sole discretion whether Bidder's Response to a Solicitation requirement is sufficient to pass. If, however, all responding Bidders fail to meet any single Solicitation item, the City may cancel the Solicitation, waive the requirement or reject all bids.

During Response evaluation, the City reserves the right to make reasonable inquiry to determine the responsibility of any Bidder. Requests may include, but are not limited to, financial statements, credit ratings, references, record of past performance, clarification of Bidder's offer, and on-site inspection of Bidder's or Bidder's Subcontractor's facilities. Failure to respond to said request(s) may result in Response being rejected as non-responsive.

V. Submittal

Bids are due to the City of Shelton, Washington, Department of Public Works Office prior to 2:00 p.m. on February 1, 2018. Bids may be hand-delivered, mailed, or delivered by courier.

Submittal Address: City of Shelton
525 West Cota Street
Shelton, WA 98584

All bids should be clearly marked on the outside of the envelope: **"Black Rock, Bulk Products."** It is highly preferred that bids are submitted on 100% post-consumer content recycled paper. All copies should be duplex printed, and not use plastic or non-recyclable covers or bindings. The City may consider bids that do not address the items listed in this section as non-responsive.

Inquiries regarding the IFB can be directed to Brooke Kilts, Projects and Purchasing Coordinator, at brooke.kilts@sheltonwa.gov.

Before receiving an award, the successful bidder will be required to provide the City of Shelton copies of their current State of Washington and City of Shelton business licenses and Certificates of Insurance.

The City of Shelton hereby notifies that it will affirmatively insure that in any agreement entered into pursuant to this invitation, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion, or national origin in consideration for an award.

EXHIBIT A-2

ORIGINAL INVITATION FOR BID

The City of Shelton is an Equal Opportunity Employer and does not discriminate against any person, firm partnership, or organization as it pertains to race, color, religion, sex, age, national origin, marital status, sexual orientation, medical condition, physical handicap or disability. Any person, firm, partnership, or organization contracting with or doing business with the City shall be in conformity with the City's policy on non-discrimination. The City reserves the right to reject all bids received.

EXHIBIT A-2

ORIGINAL INVITATION FOR BID

BID

CITY OF SHELTON, WASHINGTON
Invitation for Bid

Black Rock Bulk Purchase
2018

Identification of Business Organization:

The bidder, by checking the applicable box, represents that it operates as:

☐ a corporation incorporated under the laws of the State of Washington

☐ an individual doing business as _____

☐ a partnership (identify all partners on a separate page, attached)

☐ a joint venture (identify all joint ventures on a separate page, attached)

☐ other (please specify) _____

Bidder or Company Name

City of Shelton Business License #

Address of Bidder

Tax ID #

Telephone Number

Signature

Facsimile Number

Signature Name and Title (print)

EXHIBIT B

City of Shelton
Billing Voucher

To: City of Shelton
525 West Cota
Shelton, Washington 98584
Phone: (360) 426-9731
FAX: (360) 426-7746

Submittal No.: _____

Vendor: _____ Telephone: () _____

Mailing Address: _____

Project Title: _____

Contract Period: _____ Reporting Period: _____

Amount requested this invoice: \$ _____

Invoice Number: _____ Date of Invoice: _____ (Attach Invoice)

Authorized Signature

BUDGET SUMMARY

| | |
|-----------------------|----------|
| Total contract amount | \$ _____ |
| Previous payments | \$ _____ |
| Current request | \$ _____ |
| Total requested this | |
| contract to date | \$ _____ |
| Balance remaining | \$ _____ |

Note: If applicable, submit a separate voucher for each project, which is funded by your City of Shelton contract.

For Department Use Only

Director of Public Works

Date: _____

City of Shelton

Vendor Award Form

Name of the vendor purchase awarded to: **Kennedy Creek Quarry**

Date awarded: **March 20, 2018**

Amount of the Award: **No Cap**

Description of the equipment to be purchased:

Black Rock – Bulk Products

Location where the bid quotations are available for public inspection: Information regarding this bid opportunity are available from the Public Works Office.

Authorizing signature(s):

Mayor Cronic

Date

Commissioner McDowell

Date

Commissioner Dorcy

Date



CITY OF SHELTON COMMISSION BRIEFING REQUEST

Touch Date: 02/22/18
Brief Date: 03/06/18
Action Date: **03/20/18**

Department: Public Works
Presented By: **Craig Gregory**

APPROVED FOR COMMISSION PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

**Downtown Connector Design
Contract Amendment**

☐

Ordinance

☐

Resolution

ATTACHMENTS:

Contract Amendment No 3

☒

Motion

☐

Other

☒ Dept. Head

☒ Finance Director

☒ Attorney

☒ City Clerk

☒ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In June of 2017, the Commission voted to approve a contract with Gray & Osborne, Inc. to complete a 10% funding application level design for the reconstruction of Alder St. and Olympic Hwy North, from 1st St. to "C" St., now known as the 'Downtown Connector Project'. In October 2017, the Commission voted to approve a contract amendment allowing Gray & Osborne, Inc. to move forward and complete the design. During this design process, additional engineering design tasks have been added to the scope of work, including preparation for the roundabout and added parking and sidewalk replacements along 4th, 5th, and 6th streets from Alder St. to Birch St. to replace the parking eliminated at the Mason County Courthouse. There are also new design elements and considerations, such as coordinating with PUD3 on illumination aspects and the addition of a rain garden at 8th Street, next to the Library. The City is requesting authorization to allow Gray & Osborne, Inc. to complete these tasks, as identified in Exhibit F under Contract Amendment No. 3.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The amendment will increase the current contract by \$65,500.

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

City staff recommends: *"I move to allow Gray & Osborne, Inc. to complete the additional engineering tasks as identified in Exhibit F, by authorizing the Mayor to sign the amendment of the Alder Street Design contract".*

Amendment to Contract No. 3

| | |
|-----------------|---------------------------------------------|
| Agency | City of Shelton |
| Name of Project | Alder Street Reconstruction Design Services |
| Agreement No. | 1 |

Gray & Osborne, Inc. desires to amend the agreement entered into with CITY OF SHELTON executed on June 6, 2017 and identified as Alder Street Reconstruction Design Services.

All provisions in the basic agreement remain in effect except as expressly modified by this amendment as follows:

Section 1 of the Contract for Services:

Scope of Services to be Performed by Consultant is hereby supplemented to read:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform services as described on Exhibit "A", dated May 31, 2017; Exhibit "D", dated June 15, 2017, Exhibit "E", dated October 4, 2017, and Exhibit "F", dated March 20, 2018 attached hereto and incorporated herein by this reference as if fully set forth in this contract. 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.

Section 4 of the Contract for Services:

Duration of the Contract is hereby supplemented to read:

4. **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, 2018, 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, 2019, or completion of work authorized under this agreement whichever is later.

If you concur in this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

Sincerely,

Gray & Osborne, Inc. Signature Date

City of Shelton Date

Print Name and Title

Print Name and Title

EXHIBIT F

SCOPE OF WORK

CITY OF SHELTON ADDITIONAL DESIGN TASKS – DOWNTOWN CONNECTOR PROJECT

PROJECT UNDERSTANDING

The City Downtown Connector Project includes the Alder Street and Olympic Highway North Reconstruction Project from West C Street to 1st Street. During design, additional engineering design tasks have been added to the scope of work.

SCOPE OF WORK

The engineering services include the following additional design tasks.

Task 1 – Public Hearing Materials

- A. Prepare exhibits, figures, and renderings for use by the City at two public hearings.
- B. Coordinate with the City on hard copy and digital formats to facilitate presentation and discussion of the planned improvements.

Task 2 – Roundabout

- A. Prepare design for a roundabout at the intersection of Alder Street and 1st Street. Design to include roundabout geometry, turning movements to accommodate large semi-trucks, grading, hardscape, pedestrian facilities, utility modifications, storm drainage, and access modifications to adjoining properties.
- B. Prepare plans, specifications, and cost estimate for the additional significant traffic feature at the intersection.

Task 3 – 4th Street, 5th Street, and 6th Street

- A. Prepare design for added parking, repaving, and sidewalk replacements on both sides of 4th Street, 5th Street, and 6th Street from Alder Street to Birch Street. The intent of the additional parking is to replace the parking eliminated at the Mason County Courthouse.
- B. Obtain additional topographical survey on 5th Street, 4th Street, and 3rd Street.

- C. Prepare plans, specifications, and cost estimate for the additional areas.

Task 4 – Illumination

- A. Prepare photometric design of illumination of roadways and sidewalks along the project alignment.
- B. Coordinate with Mason County PUD 3 on poles, mast arms, fixtures, junction boxes, and conduits for the illumination system.

Task 5 – Rain Garden

- A. Prepare drawings for a new rain garden to be located at 8th Street on the north side of Alder Street. Drawings are based on design information provided by the Mason Conservation District.
- B. Prepare drawings to incorporate stormwater design, hardscape, walls, and landscaping.

BUDGET

Based on the scope of work described above, the total estimated cost for completing the Engineering Services tasks is \$65,500, as shown in the attached exhibit.

EXHIBIT F (Continued)

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

City of Shelton - Additional Design Tasks, Downtown Connector Project

| Tasks | Principal Hours | Project Manager Hours | Project Engineer Hours | Civil Engineer Hours | Environ. Technician Hours | AutoCAD/ GIS Technician Hours | Professional Land Surveyor Hours | Survey Crew Hours |
|------------------------------------------|--------------------|-----------------------------|------------------------------|----------------------------|---------------------------------|----------------------------------------|-------------------------------------------|-------------------------|
| 1 Public Hearing Materials | 1 | 1 | 2 | 4 | | 32 | | |
| 2 Roundabout | 4 | 12 | 48 | 160 | | 80 | | |
| 3 4th Street, 5th Street, and 6th Street | 1 | 4 | 8 | 48 | | 40 | 4 | 30 |
| 4 Illumination | 1 | 2 | 12 | 24 | | 24 | | |
| 5 Rain Garden | 1 | 2 | 4 | 32 | 4 | 24 | | |
| | | | | | | | | |
| Hour Estimate: | 8 | 21 | 74 | 268 | 4 | 200 | 4 | 30 |
| Estimated Hourly Rates:* | \$165 | \$155 | \$135 | \$110 | \$110 | \$75 | \$125 | \$175 |
| Direct Labor Cost: | \$1,320 | \$3,255 | \$9,990 | \$29,480 | \$440 | \$15,000 | \$500 | \$5,250 |

Total Fully Burdened Labor Cost: \$ 65,235

Direct Non-Salary Cost:

Mileage & Expenses (mileage @ current IRS rate) \$ 265

TOTAL ESTIMATED COST: \$ 65,500

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



CITY OF SHELTON COMMISSION BRIEFING REQUEST

Touch Date: Mar 6, 2018
Brief Date: Mar 6, 2018
Action Date: Mar 20, 2018

Department: Legal
Presented By: **Vicki Look, Interim City Manager**

APPROVED FOR COMMISSION PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRM/PROJECT TITLE:

**2018 Prosecution Services
Contract**

☐

Ordinance

☐ Dept. Head

☐ Finance Director

☒ Attorney

☐ City Clerk

☐ City Manager

ATTACHMENTS:

**2018 Younglove & Coker
Prosecution Services Contract**

☐

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

Since 2006 the legal firm, Younglove & Coker, PLLC, has provided the City with prosecution services at the cost of \$6,000.00 per month, \$500.00 per completed trial, and \$500.00 per completed appeal, except appeals to the Court of Appeals which are compensated at \$750.00.

The City negotiated new terms to better address the City's needs, and to bring compensation for the prosecution services in line with 2018 rates. Under this new contract the fees for prosecution services will be \$6,500.00 per month, \$1,000.00 per completed trial, and \$750.00 per completed appeal, except appeals to the Court of Appeals which are compensated at \$1,500.00. This contract would be effective March 1, 2018.

ANALYSIS/OPTIONS/ALTERNATIVES:

The City has no viable alternative to contracting prosecution services.

BUDGET/FISCAL INFORMATION:

\$72,000 = Current annual budget for Prosecution Services

\$78,000 = Proposed annual budget

Plus variable line item costs

PUBLIC INFORMATION REQUIREMENTS: Related documents available at City Hall

STAFF RECOMMENDATION/MOTION: Staff requests the following motion: I move to approve the Prosecution Services Contract with Younglove & Coker retroactive to January 1, 2018.

CONTRACT FOR PROSECUTION SERVICES

THIS AGREEMENT is made and entered into by and between **THE CITY OF SHELTON**, a municipal corporation, hereinafter referred to as the "City" / "Public Entity" and **YOUNGLOVE & COKER, PLLC**, hereinafter referred to as "Contractor" / "Consultant."

WHEREAS the City is in need of professional criminal and contested infraction prosecution services, and

WHEREAS the Contractor affirms that the attorneys at Younglove & Coker, PLLC ("Contractor") and the attorneys contracted by Contractor to perform duties pursuant to this contract under the direct management and supervision of Contractor, have the relevant experience, ability, and resources to perform the required services as defined herein, in a competent manner in exchange for the compensation provided for in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

- 1. Scope and Schedule of Work:** The Contractor agrees to perform all general and specific tasks necessary to provide competent criminal prosecution (misdemeanors and gross misdemeanors) and agrees to provide certain contested infraction prosecution services for the City, as specifically defined herein. The duties include the following: Prosecution of all criminal law violations, representation of the City in all criminal proceedings including pre-trial hearings, motion hearings, bench and jury trials, appeals, and review hearings, and prosecution of certain contested infraction hearings¹. Representation at contested infraction hearings shall be provided when the defendant is represented by legal counsel or when witnesses have been subpoenaed, if the City has not otherwise provided for prosecution for the particular contested infraction matter. In the event of a conflict that prevents the Contractor from performing services on a particular case, the Contractor shall be responsible for providing competent and qualified substitute coverage by a prosecuting attorney qualified to practice and licensed in the State of Washington.
- 2. Supplemental Scope:** The Contractor agrees to perform additional prosecution services for the City, pursuant to request submitted by the City to the Contractor in writing, with compensation for such services to be paid at Two Hundred Twenty Five Dollars (\$225.00) per hour.

¹ Representation in contested hearings is only required when the defendant is represented by legal counsel or when witnesses have been subpoenaed.¹

3. **Nonexclusive / Avoidance of Conflicts:** The Contractor agrees that this agreement is nonexclusive, meaning the City may elect, in the City's sole discretion, to contract with other third party providers to meet the City's prosecution needs. The City acknowledges that the Contractor has an independent law practice and may provide services for clients other than the City. In that event, the Contractor agrees not to perform services where the same would interfere with Contractor's obligations under this Agreement, or constitute a conflict of interest or ethical violation as defined in the Rules of Professional Conduct.
4. The Contractor will perform legal research and writing necessary to perform the work and will provide the police department and city attorney with prompt legal counsel regarding issues pertaining to the scope of representation defined under Section 1. The Contractor agrees to maintain knowledge of changes in the law that may impact the City, to take proactive measures to advise the police department and city attorney regarding such changes, and to recommend appropriate action in response to existing as well as new law. Services shall be provided in a competent and efficient manner in accordance with all applicable professional and ethical standards. In order to ensure that updates to the police department and city attorney are consistent and thorough, the Contractor shall schedule no less than one in-person meeting quarterly to include the city attorney and police chief, with such meeting to be held at the City offices, or other location determined in the City's discretion.

The Contractor agrees to be present in court one full day per week. Additionally, the Contractor shall provide the police department with an after-hours contact number to reach an associate capable of providing direction to police on criminal law issues as they arise in the course of police work.

5. **Independent Contractor Status:** The Contractor is considered an Independent Contractor who shall at all times perform the prosecution duties and responsibilities and carry out all services as an Independent Contractor and shall never represent or construe its status to be that of an employee of the City, nor shall the Contractor be eligible for any employee benefits.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor affirms that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes due to work performed by the Contractor, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

The Contractor, at his/her sole expense, shall obtain and shall keep current all necessary insurance to protect Contractor and City from losses and claims which may arise out of or result from the Contractor's performance of duties related to this Agreement, including Worker's Compensation and general liability, and others as may be required by law.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and shall obtain a business license as required under the City of Shelton Municipal Code and shall be responsible for payment of all applicable business and occupation taxes.

6. **Compensation and Method of Payment:** The City shall pay the Contractor as sole compensation for the services performed under this Agreement, the amount of \$6,500.00 per month plus an additional \$1,000.00 per completed trial, and \$750.00 per completed appeal, except those appeals to the Court of Appeals which shall be \$1,500.00.

For civil enforcement work, not explicitly listed under paragraph 1, and performed pursuant to the City's written request, Contractor shall submit an original written invoice, with necessary and appropriate documentation as determined by the City for any work completed during the previous month. The City shall pay the Contractor as sole compensation for the services so performed in the amount of \$225.00 per hour worked. Time shall be tracked by Contractor in (.2) hour increments, with reasonably detailed task descriptions produced by Contractor in conjunction with invoice. Level of detail shall be equivalent to that required to support a request for award of attorney fees following litigation.

In the event that the Contractor fails to pay any assessed mandatory deductions including, but not limited to, State Industrial Insurance, State Unemployment Compensation, FICA, or federal income withholding taxes, the Contractor authorizes the City to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payments shall be deducted from the Contractor's total compensation.

Contractor shall submit an original written invoice, with necessary and appropriate documentation as determined by the City for any work completed during the previous month. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

7. **Non-discrimination:** The Contractor agrees to take all necessary and affirmative steps to ensure compliance with all federal, state and city laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment

action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap, or other protected class status.

8. **Assignment:** The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement, in whole or in part, except as pre-authorized by the City or as otherwise stated in this Agreement.
9. **Conflict of Interest:** No officer, employee or agent of the City who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. The Contractor shall comply with all federal, state, and City ordinance conflict of interest laws, statutes and regulations as they apply to all parties and beneficiaries under this Agreement. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by the Contractor.
 - a. Legal conflicts of interest shall be governed by the rules of professional conduct for lawyers. In the event of a conflict, the Contractor at its sole expense shall be responsible for replacement counsel when necessary.
10. **Interpretation and Venue:** Washington law shall govern the interpretation of this Agreement. The parties agree that Mason County is the venue of any lawsuit arising out of this Agreement.
11. **Severability:** If one or more of the clauses of this Agreement is found to be unenforceable, unlawful or contrary to public policy, the remainder of the Agreement will remain in full force and effect.
12. **License to Practice Law and Continuing Legal Education.** The Contractor warrants that any associate providing services to the City under this Agreement is licensed to practice law in the State of Washington and will maintain such license at his/her sole expense throughout the duration of this contract with the City. The contractor is also responsible for maintaining any continuing legal education requirements for said license at his/her sole expense.
13. **Indemnification / Hold Harmless / Insurance**
Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the Public Entity, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

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 Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

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

C. Minimum Scope of Insurance

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

1. Automobile Liability insurance 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. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Public Entity shall be

named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

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

E. Other Insurance Provision

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

F. Acceptability of Insurers

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

G. Verification of Coverage

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

H. Notice of Cancellation

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

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity 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 Public Entity evidences limits of liability lower than those maintained by the Consultant.

- 14. Work Space and Supplies.** The City will provide an office, a computer with internet access, a printer and a telephone to conduct prosecution services for the City. With the exception of paper and pens, all other supplies shall be obtained by the Contractor at the Contractor's sole expense.
- 15. Reporting of Complaints/Actions against Contractor.** The Contractor shall promptly report to the City any complaints made to the Washington State Bar Association against the Contractor and any malpractice actions filed against any associate of the Contractor performing services for the City under this Agreement. The City may, in its discretion, make its own inquiry regarding any such disciplinary proceeding.
- 16. Term of Agreement/Termination.** This Agreement is effective from January 1, 2018 until December 31, 2018, and shall automatically renew in one year increments unless otherwise terminated by written notice as provided in this Agreement.

The City and Contractor each reserve the right to terminate this Agreement, with or without cause, at any time with thirty (30) days' written notice to the other party; PROVIDED that in the event of termination by Contractor, Contractor shall be responsible for ensuring that if desired by the City, the Contractor has appropriately coordinated transfer of all pending cases to an attorney(s) qualified under this Agreement to

complete pending case work in a manner compliant with the Rules of Professional Conduct. In the event of termination, the City shall be liable only for payment of work completed by the Contractor up until the date services have been properly terminated as provided for in this Agreement.

17. **Notice.** Notice to the other party is effective if in writing and delivered or mailed to the address that party has listed on this Agreement, postage and fees prepaid. Either party's change of address shall be provided to the other party in the same manner. Notice shall be deemed effective on the third (3rd) day following mailing (excluding date of mailing).
18. **Entire Agreement:** This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements made on the subject matter, and may be modified only by writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of this _____ day of _____, 2018.

**YOUNGLOVE & COKER, PLLC
CONTRACTOR**

Authorized signatory for Contractor

Print Name
1800 Cooper Point Rd. SW Bldg. #16
PO Box 7846
Olympia, WA 98502

Title

CITY OF SHELTON

Mayor Gary Cronce
525 W. Cota Street
Shelton, WA 98584

Attest:

Approved as to form:

Jamie Ogg, City Clerk

Kristin French, City Attorney