



City Council Study Session Agenda
Shelton Civic Center
December 3, 2019 at 5:00 p.m.

A. Call to Order

- Pledge of Allegiance

B. Study Agenda

1. Committee or Work Session Structure – Presented by City Manager Jeff Niten

C. Adjourn

Shelton City Council
Meeting Agenda
December 3, 2019 at 6:00 p.m.
Shelton Civic Center

A. Call to Order

- Pledge of Allegiance
- Roll Call
- Late Changes to the Agenda

B. Council Reports

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

The City Council invites members of the public to provide comment on any topic at this time. Please sign in on the public comment sheet and keep an instruction card. If you would like to comment on a Business or Action item, please list the agenda item number on the list. City Councilmembers and City Staff will not enter into a dialogue during public comment. If the Council feels an issue requires follow up, Staff will be directed to respond at an appropriate time.

D. Consent Agenda: (Tab 1) (Action)

1. Vouchers numbered 100837 through 100930 in the amount of \$765,685.77
2. Payroll Warrants numbered 4436 through 4580 and 3857 and 100738 through 100759 in the amount of \$726,780.67

E. Business Agenda (Study/No Action/Public Comment Taken)

1. Ordinance No. 1942-1019 2019 Budget Supplemental – Presented by Finance Director Aaron BeMiller (Tab 2)
2. Engineer Services Contract – Presented by Public Works Director Craig Gregory (Tab 3)
3. "C" Street Landfill Update – Presented by Public Works Director Craig Gregory (Tab 4)

F. Action Agenda (Action/Public Comment Taken)

1. Public Hearing – Ordinance No. 1946-1019 Non represented Salary Schedule – Presented by Human Resource Manager Michelle Sutherland (Tab 5)
2. Public Hearing – Ordinance No. 1940-1019 Ad Valorem Taxes for 2020 – Presented by Finance Director Aaron BeMiller (Tab 6)
3. Public Hearing – Ordinance No. 1941-1019 Final Budget for 2020 – Presented by Finance Director Aaron BeMiller (Tab 7)
4. Ordinance No. 1945-1019 B & O Model Changes – Presented by Finance Director Aaron BeMiller (Tab 8)
5. Ordinance No. 1947-1119 Administrative Tax Provisions – Presented by Finance Director Aaron BeMiller (Tab 9)
6. On-Call Professional Building Code Services Contract Amendment – Presented by Community Development Director Mark Ziegler (Tab 10)

G. General Public Comment (3-minute time limit)

H. Administration Reports

- City Manager Report

I. New Items for Discussion

J. Announcement of Next Meeting – December 17, 2019 at 6:00 p.m.

K. Adjourn

The City of Shelton is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please call (360) 432-5103 at least 48 hours in advance of the meeting.



2019/20 Looking Ahead

(Items and dates are subject to change)

Tues. 12/17 5:00 p.m.	Special Council Meeting	Standards Update - Frontage Improvements and In Lieu of Fee	Packet Items Due: Fri. 12/6
Tues. 12/17 5:50 p.m.	Regular SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Meeting Minutes Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 12/6
Tues. 12/17 6:00 p.m.	Regular Council Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda <ul style="list-style-type: none"> • 2020 Work Program • City Policy Comprehensive Update • 2020 Design & Construction Standards Update Action Agenda <ul style="list-style-type: none"> • 2019 Budget Supplemental • Engineer Services Contract Administration Report <ul style="list-style-type: none"> • Police Dept. – WASPC Accreditation Executive Session <ul style="list-style-type: none"> • Evaluation of a Public Employee 	Packet Items Due: Fri. 12/6
Tues. 1/7 6:00 p.m.	Regular Council Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda <ul style="list-style-type: none"> • MTA Parking Lot Retrofit Project Award and Contract Action Agenda <ul style="list-style-type: none"> • Mayor Selection/Swearing-in of new Councilmember • 2020 Design & Construction Standards Update Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 12/27
Tues. 1/21 6:00 p.m.	Regular Council Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • LTAC Report-Chamber of Commerce Business Agenda <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 1/10

		<ul style="list-style-type: none"> • Fee Schedule Update Action Agenda <ul style="list-style-type: none"> • MTA Parking Lot Retrofit Project Award and Contract <ul style="list-style-type: none"> • Administration Report 	
Tues. 2/4 6:00 p.m.	Regular Council Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda <ul style="list-style-type: none"> • Action Agenda • Fee Schedule Update Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 1/24
Tues. 2/18 6:00 p.m.	Regular Council Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda <ul style="list-style-type: none"> • Action Agenda • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 2/7
Tues. 3/3 6:00 p.m.	Regular Council Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda <ul style="list-style-type: none"> • Action Agenda • Administration Report <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 2/21
Tues. 3/17 5:50 p.m.	Regular SMPD Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Meeting Minutes Business Agenda <ul style="list-style-type: none"> • Action Agenda <ul style="list-style-type: none"> • Administration Report • 	Packet Items Due: Fri. 3/6
Tues. 3/17 6:00 p.m.	Regular Council Meeting	Consent Agenda <ul style="list-style-type: none"> • Vouchers/Payroll Warrants/Meeting Minutes Presentations <ul style="list-style-type: none"> • Business Agenda <ul style="list-style-type: none"> • 	Packet Items Due: Fri. 3/6

		Action Agenda <ul style="list-style-type: none">• Administration Report	
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Other – TBD

- UGA/Annexation Policy (Water/Sewer Extensions)
- Outside City Water/Sewer Extensions
- More Standing Committees by the Council

DRAFT

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 100837 through number 100930 in the amount of \$765,685.77 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 21st of November, 2019. Deri Schmitz Accounting Manager
for Director of Financial Services

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

Signed this _____ of _____, 2019.

Mayor Rogers

Deputy Mayor Peterson

Councilmember Cronce

Councilmember Dorcy

Councilmember McDowell

Councilmember Onisko

Councilmember Schmit



Shelton, WA

Check Register

Packet: APPKT01462 - November 22, 2019 - NOV/2019 Week #3

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main						
000401	A T & T	11/22/2019	Regular	0.00	53.68	100837
000050	AAA SEPTIC LLC	11/22/2019	Regular	0.00	95.00	100838
VEN01923	AARON BEMILLER	11/22/2019	Regular	0.00	405.00	100839 void
000675	ACCOMTEPS	11/22/2019	Regular	0.00	2,262.07	100840
002520	AUS WEST LOCKBOX	11/22/2019	Regular	0.00	172.00	100841
VEN01904	BRANDON BITZ	11/22/2019	Regular	0.00	91.00	100842
024990	BRIDGESTONE RETAIL OPERATIONS,	11/22/2019	Regular	0.00	1,914.10	100843
098000	BUILDERS FIRSTSOURCE	11/22/2019	Regular	0.00	5.21	100844
005900	CAPITAL BUSINESS MACHINES	11/22/2019	Regular	0.00	1,035.00	100845
VEN01926	CARSON MOORE	11/22/2019	Regular	0.00	1,100.00	100846
VEN01239	CARY'S TIRE REPAIR	11/22/2019	Regular	0.00	337.00	100847
006400	CASCADE NATURAL GAS	11/22/2019	Regular	0.00	2,766.50	100848
005656	CDW GOVERNMENT INC.	11/22/2019	Regular	0.00	464.03	100849
108679	CENTRAL MASON FIRE AND EMS	11/22/2019	Regular	0.00	107,748.75	100850
007570	CIT	11/22/2019	Regular	0.00	429.77	100851
007634	CITY OF FORKS	11/22/2019	Regular	0.00	252.50	100852
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	11/22/2019	Regular	0.00	29.55	100853
008554	CONSTRUCTION TESTING LABORATO	11/22/2019	Regular	0.00	2,064.25	100854
VEN01924	CREATIVE CULTURE INSIGNIA, LLC	11/22/2019	Regular	0.00	2,845.00	100855
008733	CRIMINAL JUSTICE TRAINING COMM	11/22/2019	Regular	0.00	100.00	100856
009100	DAN C. WARD	11/22/2019	Regular	0.00	2,718.56	100857
009200	DAN RUBINO	11/22/2019	Regular	0.00	81.60	100858
009231	DARREN PARSE	11/22/2019	Regular	0.00	100.00	100859
009351	DELAGE LANDEN FINANCIAL SVCS	11/22/2019	Regular	0.00	1,036.47	100860
009595	DEPT. OF LICENSING	11/22/2019	Regular	0.00	36.00	100861
VEN01922	D'LEA MEDCALF	11/22/2019	Regular	0.00	80.00	100862
VEN01326	DMCMA	11/22/2019	Regular	0.00	150.00	100863
VEN01927	DON KUISMI	11/22/2019	Regular	0.00	45.65	100864
010006	DRAGON ANALYTICAL	11/22/2019	Regular	0.00	250.00	100865
015000	EDWARD HAEFLIGER	11/22/2019	Regular	0.00	113.74	100866
023078	FASTENAL COMPANY	11/22/2019	Regular	0.00	339.96	100867
VEN01928	FENIX EARTHWORKS, LLC	11/22/2019	Regular	0.00	1,050.00	100868
025939	FORKS COMMUNITY HOSPITAL	11/22/2019	Regular	0.00	7,207.90	100869
VEN01612	GENSCO, INC.	11/22/2019	Regular	0.00	1,162.11	100870
038820	GILLIS AUTO CENTER, INC.	11/22/2019	Regular	0.00	1,357.38	100871
045000	H.D. FOWLER COMPANY	11/22/2019	Regular	0.00	2,919.42	100872
VEN01756	HOFSTAD LAW, CO.	11/22/2019	Regular	0.00	6,500.00	100873
VEN01925	ISAIAH JOHNSTON	11/22/2019	Regular	0.00	300.00	100874
VEN01864	JAMESON NAKOA KELIIPIS ACOPA	11/22/2019	Regular	0.00	235.00	100875
036236	JERI TIDD	11/22/2019	Regular	0.00	5.47	100876
VEN01614	JORDAN MORINE	11/22/2019	Regular	0.00	6.00	100877
903562	KELI DUNLAP	11/22/2019	Regular	0.00	91.00	100878
VEN01902	KRISTA HARPER	11/22/2019	Regular	0.00	91.00	100879
085075	LAKESIDE INDUSTRIES	11/22/2019	Regular	0.00	1,279.29	100880
085995	LANGUAGE LINE SERVICES	11/22/2019	Regular	0.00	117.55	100881
VEN01733	LEFTA SYSTEMS	11/22/2019	Regular	0.00	2,000.00	100882
VEN01738	LEGACY TELECOMMUNICATIONS	11/22/2019	Regular	0.00	10,593.86	100883
VEN01910	LEONOR LORENZO MENDOZA	11/22/2019	Regular	0.00	300.00	100884
108850	MASON COUNTY GARBAGE CO.-A V	11/22/2019	Regular	0.00	1,888.47	100885
109200	MASON COUNTY HISTORICAL	11/22/2019	Regular	0.00	2,500.00	100886
187000	MASON COUNTY JOURNAL	11/22/2019	Regular	0.00	660.00	100887
112000	MASON COUNTY SHERIFF DEPT	11/22/2019	Regular	0.00	21,717.50	100888
VEN01726	MATT GRAY	11/22/2019	Regular	0.00	57.66	100889
VEN01901	MATT WIER	11/22/2019	Regular	0.00	91.00	100890

Check Register

Packet: APPKT01462-November 22, 2019 - NOV/2019 Week #3

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
116500	MAYES TESTING ENGINEERS	11/22/2019	Regular	0.00	1,525.00	100891
117284	MCCARTHY & CAUSSEAU	11/22/2019	Regular	0.00	1,556.95	100892
VEN01903	MELISSA TAYLOR	11/22/2019	Regular	0.00	91.00	100893
121695	MELODE BREWER	11/22/2019	Regular	0.00	277.95	100894
129030	MILES SAND & GRAVEL CO.	11/22/2019	Regular	0.00	288.82	100895
132235	MOUNTAIN MIST WATER	11/22/2019	Regular	0.00	328.11	100896
142965	NORTHSTAR CHEMICAL, INC	11/22/2019	Regular	0.00	3,002.23	100897
VEN01558	NORTHWEST CUSTOM TEES	11/22/2019	Regular	0.00	162.75	100898
146933	OFFICE DEPOT	11/22/2019	Regular	0.00	1,344.90	100899
149976	OTIS ELEVATOR COMPANY	11/22/2019	Regular	0.00	2,653.66	100900
150076	OWEN EQUIPMENT COMPANY	11/22/2019	Regular	0.00	104.22	100901
151000	P. U. D. # 3	11/22/2019	Regular	0.00	36,337.23	100902
155541	PARAMETRIX, INC.	11/22/2019	Regular	0.00	7,370.05	100903
VEN01513	PHILLIPS BURGESS GOVERNMENT R	11/22/2019	Regular	0.00	2,000.00	100904
VEN01646	PIVETTA BROTHERS CONST., INC	11/22/2019	Regular	0.00	407,994.47	100905
165704	R & D SUPPLY	11/22/2019	Regular	0.00	504.72	100906
047253	RENEGADE GUNS LLC/HARRY HELDF	11/22/2019	Regular	0.00	1,250.00	100907
VEN01683	RICHARD SMITH / OLYMPIC FORENS	11/22/2019	Regular	0.00	250.00	100908
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	11/22/2019	Regular	0.00	13,696.85	100909
178231	SEAN CARNEY	11/22/2019	Regular	0.00	152.00	100910
178252	SEAN TASCHNER	11/22/2019	Regular	0.00	7,000.00	100911
188025	SHELTON VETERINARY HOSPITAL	11/22/2019	Regular	0.00	372.25	100912
VEN01861	SIERRA SANTA FE	11/22/2019	Regular	0.00	59,375.00	100913
190222	SIRENNET.COM	11/22/2019	Regular	0.00	314.03	100914
191000	SKIPWORTH'S SAW AND MOWER	11/22/2019	Regular	0.00	50.03	100915
195599	STATE AUDITORS OFFICE	11/22/2019	Regular	0.00	21,146.28	100916
197259	SUNSET AIR, INC.	11/22/2019	Regular	0.00	1,396.97	100917
189670	THE SHOPPER	11/22/2019	Regular	0.00	33.72	100918
201148	TMG SERVICES, INC.	11/22/2019	Regular	0.00	3,495.27	100919
201300	TOZIER BROS INC.	11/22/2019	Regular	0.00	51.72	100920
VEN01877	TRANSPGROUP	11/22/2019	Regular	0.00	7,070.25	100921
202195	U.S. BANK N.A.-CUSTODY	11/22/2019	Regular	0.00	110.00	100922
202340	UTILITIES UNDERGROUND LOCATIO	11/22/2019	Regular	0.00	83.85	100923
203030	WASHINGTON STATE PATROL	11/22/2019	Regular	0.00	39.75	100924
203900	WESMAR COMPANY, INC	11/22/2019	Regular	0.00	603.19	100925
053987	WESTBAY NAPA AUTO PARTS	11/22/2019	Regular	0.00	1,094.31	100926
204125	WHITNEY EQUIPMENT CO.	11/22/2019	Regular	0.00	864.74	100927
025951	WILLIAMS ARCHITECTURE	11/22/2019	Regular	0.00	9,812.50	100928
202755	WSDA	11/22/2019	Regular	0.00	33.00	100929

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	176	93	0.00	785,090.77
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
	176	93	0.00	785,090.77

~~1105.00~~
~~21,146.28~~
763,539.49

all
DS

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2019	785,090.77
			<u>785,090.77</u>



Shelton, WA

Check Register

Packet: APPKT01466 - November 22, 2019-Reissue Pmt to State Auditor

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Main-APBNK-Main 195599	STATE AUDITORS OFFICE	11/22/2019	Regular	0.00	2,146.28	100930

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,146.28
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	2,146.28

OK
PD

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2019	2,146.28
			<u>2,146.28</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-Main-APBNK-Main						
195599	STATE AUDITORS OFFICE	11/22/2019	Regular	0.00	2,146.28	100930
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1133471-1</u>	Invoice	11/13/2019	AUDIT #50203- PERIOD 18-18	0.00	2,146.28	
<u>001-000-000-51423-4145</u>		Professional Services - Sta		AUDIT #50203- PERIOD 18	2,146.28	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	2,146.28
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	2,146.28

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2019	2,146.28
			<u>2,146.28</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-Main-APBNK-Main						
000401	A T & T	11/22/2019	Regular	0.00	53.68	100837
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>NOV/2019</u>	Invoice	11/03/2019	ACCT #030 265 9923 001 - NOV/2019	0.00	53.68	
<u>001-000-000-51423-4900</u>		Miscellaneous		ACCT #030 265 9923 001 -	0.16	
<u>001-000-000-51890-4215</u>		Communication-Civic Cen		ACCT #030 265 9923 001 -	34.70	
<u>402-400-000-53580-4200</u>		Communication		ACCT #030 265 9923 001 -	18.82	
000050	AAA SEPTIC LLC	11/22/2019	Regular	0.00	95.00	100838
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>18-13635</u>	Invoice	11/01/2019	NOV/2019 PORTA POTTY RENTAL @ CATAL	0.00	95.00	
<u>001-000-000-57680-4500</u>		Operating Rentals	17-CATALYST	NOV/2019 PORTA POTTY R	95.00	
VEN01923	AARON BEMILLER	11/22/2019	Regular	0.00	405.00	100839
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>OCT/2019</u>	Invoice	11/14/2019	NARROWS BRIDGE - TOLL EXPENSES	0.00	405.00	
<u>001-000-000-51423-4300</u>		Travel		ARP-JUN 2019 NARROWS	200.00	
<u>001-000-000-51423-4300</u>		Travel		JUL-AUG 2019 NARROWS	90.00	
<u>001-000-000-51423-4300</u>		Travel		SEP-OCT 2019 NARROWS	115.00	
000675	ACCONTEMP	11/22/2019	Regular	0.00	2,262.07	100840
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>54269759</u>	Invoice	09/12/2019	CUST #04440-100752000-JACOB COOPER	0.00	1,204.48	
<u>001-000-000-51423-4100</u>		Professional Services/Adv		CUST #04440-100752000-J	1,204.48	
<u>54701782</u>	Invoice	11/13/2019	CUST #04440-100752000-WEEK-ENDED 1	0.00	1,057.59	
<u>001-000-000-51423-4100</u>		Professional Services/Adv		CUST #04440-100752000-	1,057.59	
002520	AUS WEST LOCKBOX	11/22/2019	Regular	0.00	172.00	100841
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1991489791</u>	Invoice	11/06/2019	ACCT #792105972 - LAUNDRY SERVICES	0.00	86.00	
<u>401-000-000-53480-4901</u>		Miscellaneous - Shop		ACCT #792105972 - LAUN	86.00	
<u>1991499537</u>	Invoice	11/13/2019	ACCT #792105972 - LAUNDRY SERVICES	0.00	86.00	
<u>401-000-000-53480-4901</u>		Miscellaneous - Shop		ACCT #792105972 - LAUN	86.00	
VEN01904	BRANDON BITZ	11/22/2019	Regular	0.00	91.00	100842
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>OCT/2019-1</u>	Invoice	10/12/2019	OCT 12-13, 2019 TRAINING-TRAVEL REIM	0.00	91.00	
<u>001-000-000-52140-4302</u>		Travel-PD Operations		OCT 12-13, 2019 TRAININ	91.00	
024990	BRIDGESTONE RETAIL OPERATIONS,	11/22/2019	Regular	0.00	1,914.10	100843
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>150481</u>	Invoice	11/06/2019	FIRESTONE TIRES-FOUR SETS OF 4	0.00	1,914.10	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		FIRESTONE TIRES-FOUR SE	1,914.10	
098000	BUILDERS FIRSTSOURCE	11/22/2019	Regular	0.00	5.21	100844

Check Register

Packet: APPKT01462-November 22, 2019 - NOV/2019 Week #3

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	
80019824	Invoice	11/14/2019	ACCT #671668-5GAL PAIL WITHOUT LID	0.00	5.21	
001-000-000-51830-3100		Office and Operating		ACCT #671668-5GAL PAIL	5.21	
005900	CAPITAL BUSINESS MACHINES	11/22/2019	Regular	0.00	1,035.00	100845
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
CNIN880547	Invoice	11/07/2019	CONTRACT #11922 SHARP #MX-3070N 10	0.00	152.81	
001-000-000-52122-4500		Operating Rentals		CONTRACT #11922 SHARP	152.81	
CNIN880634	Invoice	11/07/2019	SHARP #MX-M654N B/W 10/01/19 - 10/3	0.00	36.10	
001-000-000-52122-4500		Operating Rentals		SHARP #MX-M654N B/W 1	36.10	
CNIN880745	Invoice	11/07/2019	CONTRACT #12223-SHARP #MX 5070V 10	0.00	320.08	
001-000-000-51160-4500		Operating Rentals		CONTRACT #12223-SHARP	22.09	
001-000-000-51310-4500		Operating Rentals		CONTRACT #12223-SHARP	6.59	
001-000-000-51421-4500		Operating Rentals		CONTRACT #12223-SHARP	13.83	
001-000-000-51423-4500		Operating Rentals		CONTRACT #12223-SHARP	270.69	
001-000-000-51810-4500		Operating Rentals		CONTRACT #12223-SHARP	0.16	
001-000-000-51888-4500		Operating Rentals		CONTRACT #12223-SHARP	0.03	
001-000-000-51896-4500		Operating Rentals		CONTRACT #12223-SHARP	6.66	
001-000-000-55860-4500		Operating Rentals		CONTRACT #12223-SHARP	0.03	
CNIN880986	Invoice	11/07/2019	CONTRACT #12512 SHARP #MX-5070V 10	0.00	391.19	
001-000-000-51160-3100		Office and Operating		CONTRACT #12512 SHARP	96.62	
001-000-000-51310-3100		Office and Operating		CONTRACT #12512 SHARP	4.42	
001-000-000-51421-3100		Office and Operating		CONTRACT #12512 SHARP	3.68	
001-000-000-51423-3100		Office and Operating		CONTRACT #12512 SHARP	13.69	
001-000-000-51430-3100		Office and Operating		CONTRACT #12512 SHARP	1.10	
001-000-000-51810-3100		Office and Operating		CONTRACT #12512 SHARP	0.35	
001-000-000-51830-3100		Office and Operating		CONTRACT #12512 SHARP	12.75	
001-000-000-51888-3100		Office and Operating		CONTRACT #12512 SHARP	15.65	
001-000-000-51896-3100		Office and Operating		CONTRACT #12512 SHARP	130.85	
001-000-000-55860-3100		Office and Operating		CONTRACT #12512 SHARP	100.73	
001-000-000-57320-3100		Office and Operating		CONTRACT #12512 SHARP	0.47	
001-000-000-57680-3100		Office and Operating		CONTRACT #12512 SHARP	10.88	
CNIN881005	Invoice	11/07/2019	CONTRACT #12533-SHARP #MX-3070V 10	0.00	134.82	
401-000-000-53480-4501		Operating Rentals - Shop		CONTRACT #12533-SHARP	134.82	
VEN01926	CARSON MOORE	11/22/2019	Regular	0.00	1,100.00	100846
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
DEC/2019	Invoice	11/17/2019	12/06/19-MENTAL HEALTH FIRST AID CLA	0.00	1,100.00	
001-000-000-51250-4307		Travel-Training		12/06/19-MENTAL HEALTH	1,100.00	
VEN01239	CARY'S TIRE REPAIR	11/22/2019	Regular	0.00	337.00	100847
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
31687	Invoice	11/15/2019	10/23/19 - 225/25R16 HANKOULE TIRES #	0.00	337.00	
503-000-000-54865-4800		Repairs and Maintenance		10/23/19 - 225/25R16 HA	337.00	
006400	CASCADE NATURAL GAS	11/22/2019	Regular	0.00	2,766.50	100848

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>OCT/2019</u>	Invoice	11/04/2019	OCT/2019 GAS CHARGES	0.00	2,766.50	
<u>001-000-000-51890-4715</u>	Utility Services-Civic Ctr		ACCT #881 121 0000 8 - SE		144.81	
<u>001-000-000-55430-4700</u>	Utility Services-Animal Sh		ACCT #019 121 0000 3 - SE		109.28	
<u>001-000-000-57250-4700</u>	Utility Services-Library		ACCT #079 121 0000 0 - SE		154.27	
<u>401-000-000-53480-4701</u>	Utility Services - Shop		ACCT #809 121 0000 7 #A-		28.09	
<u>401-000-000-53480-4701</u>	Utility Services - Shop		ACCT #909 121 0000 6 #B-		20.89	
<u>401-000-000-53480-4701</u>	Utility Services - Shop		ACCT #536 175 0649 7 #D-		28.89	
<u>401-000-000-53480-4701</u>	Utility Services - Shop		ACCT #709 121 0000 8 #C-		146.95	
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #315 383 7201 7 - SE		2,133.32	
005656	CDW GOVERNMENT INC.	11/22/2019	Regular	0.00	464.03	100849
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>VQL0832</u>	Invoice	11/08/2019	CUST #0903136-MS SLD+WINRMTDSKTPS	0.00	464.03	
<u>402-400-000-53580-3100</u>	Office and Operating		CUST #0903136-MS SLD+		464.03	
108679	CENTRAL MASON FIRE AND EMS	11/22/2019	Regular	0.00	107,748.75	100850
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>NOV/2019</u>	Invoice	11/01/2019	NOV/2019 FIRE SERVICES	0.00	107,748.75	
<u>001-000-000-52220-4103</u>	Prof FF Services-Fire Dist		NOV/2019 FIRE SERVICES		77,536.91	
<u>001-000-000-52221-4103</u>	Prof EMS Services-Fire Di		NOV/2019 EMERGENCY M		26,045.17	
<u>001-000-000-52230-4103</u>	Prof Svcs Fire Prevention-		NOV/2019 FIRE PREVENTI		4,166.67	
007570	CIT	11/22/2019	Regular	0.00	429.77	100851
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>34346427</u>	Invoice	11/17/2019	NOV/2019 LEASE #900-0279616-000 SHA	0.00	429.77	
<u>001-000-000-51250-4500</u>	Operating Rentals		NOV/2019 LEASE #900-027		429.77	
007634	CITY OF FORKS	11/22/2019	Regular	0.00	252.50	100852
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>1464</u>	Invoice	11/04/2019	ACCT #00109-OCT/2019 - 9 PRISONER BO	0.00	252.50	
<u>001-000-000-52360-4103</u>	Professional Services/Adv		ACCT #00109-OCT/2019 -		252.50	
VEN01281	CITY OF SHELTON - UTILITY BILLS/PE	11/22/2019	Regular	0.00	29.55	100853
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>NOV/2019-FINAL</u>	Invoice	11/07/2019	NOV/2019 FINAL BILLS - PARKS/FIRE LINES	0.00	29.55	
<u>001-000-000-57680-4700</u>	Utility Services-Park		ACCT #04-11375-09 400 D		6.14	
<u>001-000-000-57680-4700</u>	Utility Services-Park		ACCT #26-14102-11 - HUF		17.47	
<u>001-000-000-57680-4700</u>	Utility Services-Park		ACCT #08-0505011 - 1100		5.94	
008554	CONSTRUCTION TESTING LABORATO	11/22/2019	Regular	0.00	2,064.25	100854
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>138537</u>	Invoice	10/22/2019	CUST #8745-LABOR & MATERIALS-10/02/	0.00	2,064.25	
<u>402-747-000-59435-4100</u>	Professional Services/Adv		17-BASIN3REHAB		2,064.25	
VEN01924	CREATIVE CULTURE INSIGNIA, LLC	11/22/2019	Regular	0.00	2,845.00	100855
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>8773</u>	Invoice	11/12/2019	BADGES & DIE / MOLDS	0.00	2,845.00	
<u>001-000-000-52122-3100</u>	Office and Operating		BADGES & DIE / MOLDS		2,845.00	
008733	CRIMINAL JUSTICE TRAINING COMM	11/22/2019	Regular	0.00	100.00	100856

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>201133459</u>	Invoice	11/01/2019	ACCT #22301-001 - TRAINING - OHLSON,	0.00	100.00	
<u>001-000-000-52140-4302</u>		Travel-PD Operations		ACCT #22301-001 - TRAINI	100.00	
009100	DAN C. WARD	11/22/2019	Regular	0.00	2,718.56	100857
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>NOV/2019</u>	Invoice	11/19/2019	NOV/2019 COSTCO HEARING AIDS REIMB	0.00	2,718.56	
<u>611-000-000-51725-2039</u>		Hearing Aids		NOV/2019 COSTCO HEARI	2,718.56	
009200	DAN RUBINO	11/22/2019	Regular	0.00	81.60	100858
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>93498</u>	Invoice	11/12/2019	11/12/19 - CHEVY TAHOE KEY DUPLICATE	0.00	81.60	
<u>001-000-000-52122-3110</u>		Office & Operating-Auto		11/12/19 - CHEVY TAHOE	81.60	
009231	DARREN PARSE	11/22/2019	Regular	0.00	100.00	100859
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>NOV06/2019</u>	Invoice	11/06/2019	NOV06/2019 INTERPRETER SERVICES & M	0.00	100.00	
<u>001-000-000-51250-4106</u>		Interpreter Expenses		NOV06/2019 INTERPRETE	100.00	
009351	DELAGÉ LANDEN FINANCIAL SVCS	11/22/2019	Regular	0.00	1,036.47	100860
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>65671746</u>	Invoice	11/09/2019	CONTRACT #25468950-SHARP #MX3070N	0.00	201.98	
<u>001-000-000-52122-4500</u>		Operating Rentals		CONTRACT #25468950-SH	201.98	
<u>65675575</u>	Invoice	11/09/2019	CONTRACT #25482810-SHARP #MXM654	0.00	401.47	
<u>001-000-000-52122-4500</u>		Operating Rentals		CONTRACT #25482810-SH	401.47	
<u>65689200</u>	Invoice	11/09/2019	CONTRACT #25532691 SHARP #MX5070V	0.00	270.91	
<u>001-000-000-51530-4500</u>		Operating Rentals		CONTRACT #25532691 SH	13.55	
<u>001-000-000-51896-4500</u>		Operating Rentals		CONTRACT #25532691 SH	127.32	
<u>001-000-000-55860-4500</u>		Operating Rentals		CONTRACT #25532691 SH	130.04	
<u>65690100</u>	Invoice	11/09/2019	CONTRACT #25536642-SHARP #MX3070V	0.00	162.11	
<u>401-000-000-53480-4501</u>		Operating Rentals - Shop		CONTRACT #25536642-SH	162.11	
009595	DEPT. OF LICENSING	11/22/2019	Regular	0.00	36.00	100861
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>SHP190004</u>	Invoice	11/08/2019	CONCEALED PISTOL LICENSE -CORSON, D	0.00	18.00	
<u>657-000-000-58600-0007</u>		Concealed Pistol Permits		CONCEALED PISTOL LICEN	18.00	
<u>SPD190003</u>	Invoice	10/17/2019	CONCEALED PISTOL LICENSE -TAYLOR, KEV	0.00	18.00	
<u>657-000-000-58600-0007</u>		Concealed Pistol Permits		CONCEALED PISTOL LICEN	18.00	
VEN01922	D'LEA MEDCALF	11/22/2019	Regular	0.00	80.00	100862
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>REFUND</u>	Invoice	11/12/2019	REFUND DOG ADOPTION FEE-RCPT #R001	0.00	80.00	
<u>001-000-000-345230000</u>		Animal Control - Adoptio		REFUND DOG ADOPTION F	80.00	
VEN01326	DMCMA	11/22/2019	Regular	0.00	150.00	100863
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>SMOLINSKY-2019</u>	Invoice	11/14/2019	DYAN SMOLINSKY MEMBERSHIP	0.00	150.00	
<u>001-000-000-51250-4900</u>		Miscellaneous		DYAN SMOLINSKY MEMBE	150.00	
VEN01927	DON KUISMI	11/22/2019	Regular	0.00	45.65	100864

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>TRAINING</u>	Invoice	10/31/2019	TRAINING-MILEAGE REIMBURSEMENT	0.00	45.65	
<u>001-000-000-51423-4307</u>	Travel-Training		TRAINING-MILEAGE REIMB		45.65	
010006	DRAGON ANALYTICAL	11/22/2019	Regular	0.00	250.00	100865
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>191104-03</u>	Invoice	11/05/2019	11/04/19-COLIFORM BACTERIA ANALYSIS-	0.00	250.00	
<u>401-000-000-53480-4100</u>	Professional Services/Adv		11/04/19-COLIFORM BACT		250.00	
015000	EDWARD HAEFLIGER	11/22/2019	Regular	0.00	113.74	100866
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>NOV/2019</u>	Invoice	11/19/2019	NOV/2019 NEIL'S PHARMACY RX REIMBU	0.00	113.74	
<u>611-000-000-51725-2034</u>	Non Insured Med Csts-Rtr		NOV/2019 NEIL'S PHARMA		113.74	
023078	FASTENAL COMPANY	11/22/2019	Regular	0.00	339.96	100867
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>WATUM179492</u>	Invoice	11/05/2019	CUST #WATUM1039 - MISC. PARTS	0.00	118.61	
<u>402-640-000-53580-3100</u>	Office and Operating		CUST #WATUM1039 - MIS		118.61	
<u>WATUM179617</u>	Invoice	11/08/2019	CUST #WATUM1039-MISC. SUPPLIES	0.00	221.35	
<u>402-400-000-53580-3100</u>	Office and Operating		CUST #WATUM1039-MISC.		221.35	
VEN01928	FENIX EARTHWORKS, LLC	11/22/2019	Regular	0.00	1,050.00	100868
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>REFUND</u>	Invoice	07/24/2018	REFUND HYDRANT METER & GATE VALVE	0.00	1,050.00	
<u>401-000-000-362100000</u>	Equipment Rentals		REFUND HYDRANT METER		1,050.00	
025939	FORKS COMMUNITY HOSPITAL	11/22/2019	Regular	0.00	7,207.90	100869
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>VAH43983</u>	Invoice	07/29/2019	ACCT #VAH43983-PLECHNER, RICHARD O	0.00	495.94	
<u>001-000-000-52360-4100</u>	Prof Services-Prisoner Me		ACCT #VAH43983-PLECHN		495.94	
<u>VAH44489</u>	Invoice	07/29/2019	RICHARD PLECHNER-#110028999752	0.00	6,711.96	
<u>001-000-000-52360-4100</u>	Prof Services-Prisoner Me		RICHARD PLECHNER-#110		6,711.96	
VEN01612	GENSCO, INC.	11/22/2019	Regular	0.00	1,162.11	100870
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>849696145</u>	Invoice	11/05/2019	CUST #31310-HONEYWELL REPLACEMEN	0.00	203.46	
<u>001-000-000-57250-3100</u>	Office and Operating		CUST #31310-HONEYWELL		203.46	
<u>849696157</u>	Invoice	11/05/2019	CUST #31310-MERV8 PLEATED FILTER-W	0.00	84.06	
<u>402-400-000-53580-3100</u>	Office and Operating		CUST #31310-MERV8 PLEA		84.06	
<u>849696179</u>	Invoice	11/05/2019	CUST #31310-HONEYWELL REPLACEMEN	0.00	33.92	
<u>001-000-000-55430-3100</u>	Office and Operating		CUST #31310-HONEYWELL		33.92	
<u>849696193</u>	Invoice	11/05/2019	CUST #31310-HONEYWELL REPLACEMEN	0.00	33.92	
<u>401-000-000-53480-3100</u>	Office and Operating		CUST #31310-HONEYWELL		33.92	
<u>849696262</u>	Invoice	11/05/2019	CUST #31310-CARBON FILTER MERV8 - W	0.00	99.99	
<u>402-400-000-53580-3100</u>	Office and Operating		CUST #31310-CARBON FIL		99.99	
<u>849696273</u>	Invoice	11/05/2019	CUST #31310-PLEATED FILTER CIVIC CENT	0.00	374.04	
<u>001-000-000-51890-3115</u>	Office and Operating-Civi		CUST #31310-MVRV8 PLEA		374.04	
<u>849701559</u>	Credit Memo	11/06/2019	CUST #31310-PLEATED FILTER CIVIC CENT	0.00	-62.28	
<u>001-000-000-51890-3115</u>	Office and Operating-Civi		CUST #31310-MVRV8 PLEA		-62.28	
<u>849707369</u>	Invoice	11/07/2019	CUST #31310-MVRV8 PLEATED FILTERS-CI	0.00	92.56	

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001-000-000-51890-3115		Office and Operating-Civi	CUST #31310-MVRV8 PLEA		92.56	
849712424	Invoice	11/08/2019	CUST #31310-MERV8 PLEATED FILTERS-FI	0.00	302.44	
001-000-000-52250-3100		Office and Operating	CUST #31310-MERV8 PLEA		302.44	
038820	GILLIS AUTO CENTER, INC.	11/22/2019	Regular	0.00	1,357.38	100871
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
504629	Invoice	11/12/2019	CUST #2440 -PAN ASY, GASKET, FILTER ASY	0.00	19.05	
001-000-000-52122-3110		Office & Operating-Auto		CUST #2440 -PAN ASY, GAS	19.05	
504632	Invoice	11/12/2019	CUST #2440 -THERMOSTAT ASY & SEAL,-T	0.00	20.31	
001-000-000-52122-3110		Office & Operating-Auto		CUST #2440 -THERMOSTAT	20.31	
504633	Invoice	11/12/2019	CUST #2440 -CAP-RAD-WITH PRESS TRK #	0.00	9.94	
001-000-000-52122-3110		Office & Operating-Auto		CUST #2440 -CAP-RAD-WI	9.94	
504646	Invoice	11/13/2019	CUST #2440 -PAN ASY & GASKET-CAR #94	0.00	88.81	
001-000-000-52122-3110		Office & Operating-Auto		CUST #2440 -PAN ASY & G	88.81	
611336/1	Invoice	11/02/2019	CUST #2440 -MULTI-POINT INSPECTION -	0.00	43.28	
001-000-000-52122-4805		Repairs and Maintenance		CUST #2440 -MULTI-POINT	43.28	
611511/1	Invoice	11/08/2019	CUST #2440 -TIRE REPAIR-CAR #38	0.00	111.53	
001-000-000-52122-4805		Repairs and Maintenance		CUST #2440 -TIRE REPAIR-	111.53	
611548/1	Invoice	11/08/2019	CUST #2440 -TIRE MOUNT & BALANCE, B	0.00	133.88	
001-000-000-52122-4805		Repairs and Maintenance		CUST #2440 -TIRE MOUNT	133.88	
611601/1	Invoice	11/12/2019	CUST #2440 -MULTI-POINT INSPECTION-C	0.00	930.58	
001-000-000-52122-3110		Office & Operating-Auto		CUST #2440 -MULTI-POINT	364.26	
001-000-000-52122-4805		Repairs and Maintenance		CUST #2440 -MULTI-POINT	566.32	
045000	H.D. FOWLER COMPANY	11/22/2019	Regular	0.00	2,919.42	100872
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
15319758	Invoice	10/28/2019	CUST #194680-CARSON 17"X30"X18" HEA	0.00	283.32	
401-250-000-58900-0001		Materials & Supp-Inv-Cas		CUST #194680-CARSON 17	283.32	
15323551	Invoice	10/31/2019	ACCT #194680-15'X360' 600 SQ YDS NON	0.00	655.10	
404-000-000-53180-3100		Office and Operating		ACCT #194680-15'X360' 60	655.10	
15325873	Invoice	11/04/2019	CUST #194680-2"X10" OCTABE WATER M	0.00	1,084.83	
401-250-000-58900-0001		Materials & Supp-Inv-Cas		CUST #194680-2"X10" OCT	1,084.83	
15333242	Invoice	11/12/2019	ACCT #194680-HIERGOS	0.00	896.17	
402-300-000-53580-3100		Office and Operating		ACCT #194680-HIERGOS	896.17	
VEN01756	HOFSTAD LAW, CO.	11/22/2019	Regular	0.00	6,500.00	100873
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
NOV/2019	Invoice	11/01/2019	NOV/2019 PROSECUTION SERVICES	0.00	6,500.00	
001-000-000-51530-4101		Prof Serv - Prosecutor		NOV/2019 PROSECUTION	6,500.00	
VEN01925	ISAAH JOHNSTON	11/22/2019	Regular	0.00	300.00	100874
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
REFUND	Invoice	10/22/2019	REFUND DAMAGE DEPOSIT-RCPT #R0018	0.00	300.00	
657-000-000-386000002		Community Cntr Damage		REFUND DAMAGE DEPOSI	300.00	
VEN01864	JAMESON NAKOA KELIIPIS ACOBA	11/22/2019	Regular	0.00	235.00	100875
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCT/2019	Invoice	11/08/2019	OCT/2019 - FILE #920357289 / 920878785	0.00	235.00	
001-000-000-51593-4101		LEGAL - OPD Grant Public		OCT/2019 - FILE #9203572	235.00	
036236	JERI TIDD	11/22/2019	Regular	0.00	5.47	100876

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>GRINDSTAFF'S</u>	Invoice	11/04/2019	GRINDSTAFF'S CHILI COOK-OFF NAME PLA	0.00	5.47	
<u>001-000-000-51810-3101</u>		Office & Operating-Welln		GRINDSTAFF'S CHILI COOK-	5.47	
VEN01614	JORDAN MORINE	11/22/2019	Regular	0.00	6.00	100877
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>TRAVEL</u>	Invoice	09/24/2019	TRAVEL REIMBURSEMENT-TACOMA NARR	0.00	6.00	
<u>001-000-000-52140-4302</u>		Travel-PD Operations		TRAVEL REIMBURSEMENT-	6.00	
903562	KELI DUNLAP	11/22/2019	Regular	0.00	91.00	100878
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>TRAVEL</u>	Invoice	10/12/2019	TRAVEL REIMBURSEMENT-RESERVE TRAIN	0.00	91.00	
<u>001-000-000-52140-4302</u>		Travel-PD Operations		TRAVEL REIMBURSEMENT-	91.00	
VEN01902	KRISTA HARPER	11/22/2019	Regular	0.00	91.00	100879
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>TRAVEL</u>	Invoice	10/12/2019	TRAVEL REIMBURSEMENT-RESERVE TRAIN	0.00	91.00	
<u>001-000-000-52140-4302</u>		Travel-PD Operations		TRAVEL REIMBURSEMENT-	91.00	
085075	LAKESIDE INDUSTRIES	11/22/2019	Regular	0.00	1,279.29	100880
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>105752</u>	Invoice	10/26/2019	CUST #101048 - 1/2" ASPHALT & LIQUID A	0.00	831.47	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #101048 - 1/2" ASPH	318.62	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #101048 - LIQUID AS	97.11	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST #101048 - 1/2" ASPH	318.63	
<u>402-400-000-53580-3100</u>		Office and Operating		CUST #101048 - LIQUID AS	97.11	
<u>107248</u>	Invoice	11/09/2019	CUST #101048 - HMA 1/2" ASPHALT TKT #	0.00	447.82	
<u>404-000-000-53180-3100</u>		Office and Operating		CUST #101048 - HMA 1/2"	447.82	
085995	LANGUAGE LINE SERVICES	11/22/2019	Regular	0.00	117.55	100881
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>4677975</u>	Invoice	10/31/2019	ACCT #9020514029-PHONE INTERPRETATI	0.00	8.88	
<u>001-000-000-51250-4106</u>		Interpreter Expenses		ACCT #9020514029-PHON	8.88	
<u>4679665</u>	Invoice	10/31/2019	ACCT #9020543108-PHONE INTERPRETATI	0.00	73.20	
<u>001-000-000-52122-4100</u>		Patrol-Professional Servic		ACCT #9020543108-PHON	73.20	
<u>4687217</u>	Invoice	10/31/2019	ACCT #9020943082-PHONE INTERPRETATI	0.00	35.47	
<u>001-000-000-52122-4100</u>		Patrol-Professional Servic		ACCT #9020943082-PHON	35.47	
VEN01733	LEFTA SYSTEMS	11/22/2019	Regular	0.00	2,000.00	100882
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2288</u>	Invoice	10/01/2019	METR ANNUAL SUBSCRIPTION-TRAINING	0.00	2,000.00	
<u>001-000-000-52122-4900</u>		Miscellaneous		METR ANNUAL SUBSCRIPT	2,000.00	
VEN01738	LEGACY TELECOMMUNICATIONS	11/22/2019	Regular	0.00	10,593.86	100883
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>41592</u>	Invoice	11/04/2019	PO #0063-GENERATOR SERVICES 09/27-1	0.00	10,593.86	
<u>401-000-000-53480-4800</u>		Repairs and Maintenance		PO #0063-GENERATOR SER	3,296.64	
<u>402-400-000-53580-4800</u>		Repairs and Maintenance		PO #0063-GENERATOR SER	5,829.51	
<u>402-640-000-53580-4800</u>		Repairs and Maintenance		PO #0063-GENERATOR SER	1,467.71	
VEN01910	LEONOR LORENZO MENDOZA	11/22/2019	Regular	0.00	300.00	100884

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>REFUND-1</u>	Invoice	11/10/2019	REFUND DAMAGE DEPOSIT-RCPT #R0018	0.00	300.00	
657-000-000-386000002		Community Cntr Damage		REFUND DAMAGE DEPOSIT	300.00	
108850	MASON COUNTY GARBAGE CO.-A W	11/22/2019	Regular	0.00	1,888.47	100885
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>5875522</u>	Invoice	11/01/2019	ACCT #30135-CIVIC CENTER	10/01/19-10/	0.00	283.18
001-000-000-51890-4715		Utility Services-Civic Ctr		ACCT #30135-CIVIC CENTE	283.18	
<u>5875607</u>	Invoice	11/01/2019	ACCT #30714-710 W ALDER	10/01/19-10/	0.00	101.94
001-000-000-57250-4700		Utility Services-Library		ACCT #30714-710 W ALDE	101.94	
<u>5875729</u>	Invoice	11/01/2019	ACCT #56141-525 COTA ST, W	10/01/19-1	0.00	31.05
001-000-000-51890-4715		Utility Services-Civic Ctr		ACCT #56141-525 COTA ST,	31.05	
<u>5876892</u>	Invoice	11/01/2019	ACCT #204402-101 N 10891 US HWY 101		0.00	132.45
402-640-000-53580-4700		Utility Services-Sewer Sat		ACCT #204402-101 N 1089	132.45	
<u>5877829</u>	Invoice	11/01/2019	ACCT #205584-200 N FRONT ST	10/01/19	0.00	28.59
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT #205584-200 N FRO	28.59	
<u>5879093</u>	Invoice	11/01/2019	ACCT #207155-710 W ALDER	10/01/19-1	0.00	264.90
001-000-000-57250-4700		Utility Services-Library		ACCT #207155-710 W ALD	264.90	
<u>5879355</u>	Invoice	11/01/2019	ACCT #207565 - 1000 W PINE	10/01/19-1	0.00	914.42
001-000-000-57680-4700		Utility Services-Park		ACCT #207565 - 1000 W PI	274.33	
101-000-000-54230-4700		Road & Street Maint - Util		ACCT #207565 - 1000 W PI	128.02	
401-000-000-53480-4700		Utility Services-Water		ACCT #207565 - 1000 W PI	128.02	
402-300-000-53580-4700		Utility Services-Sewer Ma		ACCT #207565 - 1000 W PI	128.02	
404-000-000-53180-4700		Utility Services		ACCT #207565 - 1000 W PI	128.01	
503-000-000-54865-4700		Equip Maint & Rental - U		ACCT #207565 - 1000 W PI	128.02	
<u>5879356</u>	Invoice	11/01/2019	ACCT #207568-1000 W PINE	10/01/19-10	0.00	67.63
001-000-000-57680-4700		Utility Services-Park		ACCT #207568-1000 W PI	11.28	
101-000-000-54230-4700		Road & Street Maint - Util		ACCT #207568-1000 W PI	11.27	
401-000-000-53480-4700		Utility Services-Water		ACCT #207568-1000 W PI	11.27	
402-300-000-53580-4700		Utility Services-Sewer Ma		ACCT #207568-1000 W PI	11.27	
404-000-000-53180-4700		Utility Services		ACCT #207568-1000 W PI	11.27	
503-000-000-54865-4700		Equip Maint & Rental - U		ACCT #207568-1000 W PI	11.27	
<u>5879461</u>	Invoice	11/01/2019	ACCT #209143-1700 FAIRMOUNT	10/01/1	0.00	47.64
402-400-000-53580-4700		Utility Services-Sewer Ma		ACCT #209143-1700 FAIR	47.64	
<u>5880032</u>	Invoice	11/01/2019	ACCT #219862 - 204 W BIRCH	10/01/19-1	0.00	16.67
404-000-000-53180-4700		Utility Services		ACCT #219862 - 204 W BIR	16.67	
109200	MASON COUNTY HISTORICAL	11/22/2019	Regular	0.00	2,500.00	100886
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>QTR3/2019</u>	Invoice	11/15/2019	QTR3/2019 GRANT AWARD-LTAC PMT #3		0.00	2,500.00
108-000-000-57390-4108		Prof Ser-Mason Co Hist S		QTR3/2019 GRANT AWAR	2,500.00	
187000	MASON COUNTY JOURNAL	11/22/2019	Regular	0.00	660.00	100887
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>101414</u>	Invoice	10/31/2019	LEGAL NOTICE-SHELTON VETERANS VILLA		0.00	620.00
001-000-000-55860-4100		Professional Services/Adv		LEGAL NOTICE-SHELTON V	620.00	
<u>101417</u>	Invoice	10/31/2019	LEGAL NOTICE-2020 NON-REPRESENTED S		0.00	40.00
001-000-000-51160-4100		Professional Services/Adv		LEGAL NOTICE-2020 NON-	40.00	
112000	MASON COUNTY SHERIFF DEPT	11/22/2019	Regular	0.00	21,717.50	100888

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>NOV/2019</u>	Invoice	11/01/2019	NOV/2019 PRISONER - JAIL BOOKING FEE	0.00	21,717.50	
<u>001-000-000-52360-4103</u>		Professional Services/Adv		NOV/2019 PRISONER - JAIL	21,717.50	
VEN01726	MATT GRAY	11/22/2019	Regular	0.00	57.66	100889
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>WALMART</u>	Invoice	11/14/2019	WALMART REIMBURSEMENT-HARD DRIV	0.00	57.66	
<u>001-000-000-52122-3100</u>		Office and Operating		WALMART REIMBURSEME	57.66	
VEN01901	MATT WIER	11/22/2019	Regular	0.00	91.00	100890
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>TRAVEL</u>	Invoice	10/12/2019	TRAVEL REIMBURSEMENT-RESERVE TRAIN	0.00	91.00	
<u>001-000-000-52140-4302</u>		Travel-PD Operations		TRAVEL REIMBURSEMENT-	91.00	
116500	MAYES TESTING ENGINEERS	11/22/2019	Regular	0.00	1,525.00	100891
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>TC81853</u>	Invoice	11/04/2019	PRO SVCS THRU 10/26/19-RESIDENTIAL P	0.00	1,525.00	
<u>302-000-000-59530-4100</u>		Roadway-Professional Ser	19-PV/"C"ST	PRO SVCS THRU 10/26/19-	381.25	
<u>302-000-000-59530-4100</u>		Roadway-Professional Ser	19-PV/VANBUREN-C	PRO SVCS THRU 10/26/19-	381.25	
<u>302-000-000-59530-4100</u>		Roadway-Professional Ser	19-PV/"D"ST	PRO SVCS THRU 10/26/19-	381.25	
<u>302-000-000-59530-4100</u>		Roadway-Professional Ser	19-PV/ESTMONROE	PRO SVCS THRU 10/26/19-	381.25	
117284	MCCARTHY & CAUSSEAU	11/22/2019	Regular	0.00	1,556.95	100892
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>75</u>	Invoice	10/31/2019	OCT/2019 LAND USE HEARINGS EXAMIN	0.00	1,556.95	
<u>001-000-000-55860-4100</u>		Professional Services/Adv		OCT/2019 LAND USE HEA	1,556.95	
VEN01903	MELISSA TAYLOR	11/22/2019	Regular	0.00	91.00	100893
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>TRAVEL</u>	Invoice	10/12/2019	TRAVEL REIMBURSEMENT-RESERVE TRAIN	0.00	91.00	
<u>001-000-000-52140-4302</u>		Travel-PD Operations		TRAVEL REIMBURSEMENT-	91.00	
121695	MELODE BREWER	11/22/2019	Regular	0.00	277.95	100894
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>OCT/2019</u>	Invoice	11/07/2019	OCT/2019 YOGA INSTRUCTOR FEES	0.00	277.95	
<u>001-000-000-57120-4100</u>		Professional Services/Adv		OCT/2019 YOGA INSTRUCT	277.95	
129030	MILES SAND & GRAVEL CO.	11/22/2019	Regular	0.00	288.82	100895
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>1752997</u>	Invoice	10/31/2019	CUST #050775 - 5/8" CRUSHED ROCK	0.00	168.22	
<u>404-000-000-53180-3100</u>		Office and Operating		CUST #050775 - 5/8" CRUS	168.22	
<u>1754083</u>	Invoice	11/05/2019	CUST #050775 - 1 3/8" WASHED ROCK	0.00	120.60	
<u>404-000-000-53180-3100</u>		Office and Operating		CUST #050775 - 1 3/8" WA	120.60	
132235	MOUNTAIN MIST WATER	11/22/2019	Regular	0.00	328.11	100896
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>002966008</u>	Invoice	08/13/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	36.72	
<u>001-000-000-52122-3100</u>		Office and Operating		ACCT #088436 - WATER &	32.37	
<u>001-000-000-52122-4500</u>		Operating Rentals		ACCT #088436 - WATER &	4.35	
<u>002966009</u>	Invoice	08/13/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	41.07	
<u>001-000-000-51421-4500</u>		Operating Rentals		ACCT #088436 - WATER &	5.77	

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<u>001-000-000-51423-4500</u>		Operating Rentals	ACCT #088436 - WATER &		5.77	
<u>001-000-000-51810-4500</u>		Operating Rentals	ACCT #088436 - WATER &		5.13	
<u>001-000-000-51810-4500</u>		Operating Rentals	ACCT #088436 - WATER &		3.85	
<u>001-000-000-51830-4500</u>		Operating Rental	ACCT #088436 - WATER &		3.00	
<u>001-000-000-51888-4500</u>		Operating Rentals	ACCT #088436 - WATER &		2.57	
<u>001-000-000-51895-4500</u>		Operating Rentals	ACCT #088436 - WATER &		9.00	
<u>001-000-000-55850-4500</u>		Bldg Permits/Plan Review	ACCT #088436 - WATER &		2.99	
<u>001-000-000-57680-4500</u>		Operating Rentals	ACCT #088436 - WATER &		2.99	
<u>002966010</u>	Invoice	08/13/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	8.98	
<u>001-000-000-51250-3100</u>		Office and Operating	ACCT #088436 - WATER &		4.63	
<u>001-000-000-51250-4500</u>		Operating Rentals	ACCT #088436 - WATER &		4.35	
<u>003021925</u>	Invoice	09/11/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	8.98	
<u>001-000-000-51250-3100</u>		Office and Operating	ACCT #088436 - WATER &		4.62	
<u>001-000-000-51250-4500</u>		Operating Rentals	ACCT #088436 - WATER &		4.36	
<u>003021926</u>	Invoice	09/11/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	22.85	
<u>001-000-000-52122-3100</u>		Office and Operating	ACCT #088436 - WATER &		18.50	
<u>001-000-000-52122-4500</u>		Operating Rentals	ACCT #088436 - WATER &		4.35	
<u>003021927</u>	Invoice	09/11/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	22.58	
<u>001-000-000-51421-4500</u>		Operating Rentals	ACCT #088436 - WATER &		3.17	
<u>001-000-000-51423-4500</u>		Operating Rentals	ACCT #088436 - WATER &		3.17	
<u>001-000-000-51810-4500</u>		Operating Rentals	ACCT #088436 - WATER &		2.82	
<u>001-000-000-51810-4500</u>		Operating Rentals	ACCT #088436 - WATER &		2.12	
<u>001-000-000-51830-4500</u>		Operating Rental	ACCT #088436 - WATER &		1.65	
<u>001-000-000-51888-4500</u>		Operating Rentals	ACCT #088436 - WATER &		1.41	
<u>001-000-000-51895-4500</u>		Operating Rentals	ACCT #088436 - WATER &		4.94	
<u>001-000-000-55850-4500</u>		Bldg Permits/Plan Review	ACCT #088436 - WATER &		1.65	
<u>001-000-000-57680-4500</u>		Operating Rentals	ACCT #088436 - WATER &		1.65	
<u>003027602</u>	Invoice	09/13/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	23.12	
<u>001-000-000-52122-3100</u>		Office and Operating	ACCT #088436 - WATER &		23.12	
<u>003027603</u>	Invoice	09/13/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	9.25	
<u>001-000-000-51421-3100</u>		Office and Operating	ACCT #088436 - WATER &		1.30	
<u>001-000-000-51423-3100</u>		Office and Operating	ACCT #088436 - WATER &		1.30	
<u>001-000-000-51810-3100</u>		Office and Operating	ACCT #088436 - WATER &		1.16	
<u>001-000-000-51810-3100</u>		Office and Operating	ACCT #088436 - WATER &		0.87	
<u>001-000-000-51830-3100</u>		Office and Operating	ACCT #088436 - WATER &		0.68	
<u>001-000-000-51888-3100</u>		Office and Operating	ACCT #088436 - WATER &		0.58	
<u>001-000-000-51895-3100</u>		Office and Operating	ACCT #088436 - WATER &		2.02	
<u>001-000-000-55850-3100</u>		Office and Operating	ACCT #088436 - WATER &		0.67	
<u>001-000-000-57680-3100</u>		Office and Operating	ACCT #088436 - WATER &		0.67	
<u>003048770</u>	Invoice	09/25/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	32.37	
<u>001-000-000-51421-3100</u>		Office and Operating	ACCT #088436 - WATER &		4.55	
<u>001-000-000-51423-3100</u>		Office and Operating	ACCT #088436 - WATER &		4.55	
<u>001-000-000-51810-3100</u>		Office and Operating	ACCT #088436 - WATER &		4.05	
<u>001-000-000-51810-3100</u>		Office and Operating	ACCT #088436 - WATER &		3.04	
<u>001-000-000-51830-3100</u>		Office and Operating	ACCT #088436 - WATER &		2.36	
<u>001-000-000-51888-3100</u>		Office and Operating	ACCT #088436 - WATER &		2.02	
<u>001-000-000-51895-3100</u>		Office and Operating	ACCT #088436 - WATER &		7.08	
<u>001-000-000-55850-3100</u>		Office and Operating	ACCT #088436 - WATER &		2.36	
<u>001-000-000-57680-3100</u>		Office and Operating	ACCT #088436 - WATER &		2.36	
<u>003048799</u>	Invoice	09/25/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	27.74	
<u>001-000-000-52122-3100</u>		Office and Operating	ACCT #088436 - WATER &		27.74	
<u>003132786</u>	Invoice	11/06/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	32.20	
<u>001-000-000-52122-3100</u>		Office and Operating	ACCT #088436 - WATER &		27.74	
<u>001-000-000-52122-4500</u>		Operating Rentals	ACCT #088436 - WATER &		4.46	
<u>003132787</u>	Invoice	11/06/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	36.45	
<u>001-000-000-51421-4500</u>		Operating Rentals	ACCT #088436 - WATER &		5.12	
<u>001-000-000-51423-4500</u>		Operating Rentals	ACCT #088436 - WATER &		5.12	

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<u>001-000-000-51810-4500</u>		Operating Rentals	ACCT #088436 - WATER &		4.56	
<u>001-000-000-51810-4500</u>		Operating Rentals	ACCT #088436 - WATER &		3.42	
<u>001-000-000-51830-4500</u>		Operating Rental	ACCT #088436 - WATER &		2.66	
<u>001-000-000-51888-4500</u>		Operating Rentals	ACCT #088436 - WATER &		2.28	
<u>001-000-000-51895-4500</u>		Operating Rentals	ACCT #088436 - WATER &		7.97	
<u>001-000-000-55850-4500</u>		Bldg Permits/Plan Review	ACCT #088436 - WATER &		2.66	
<u>001-000-000-57680-4500</u>		Operating Rentals	ACCT #088436 - WATER &		2.66	
<u>003132788</u>	Invoice	11/06/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	13.60	
<u>001-000-000-51250-3100</u>		Office and Operating	ACCT #088436 - WATER &		9.25	
<u>001-000-000-51250-4500</u>		Operating Rentals	ACCT #088436 - WATER &		4.35	
<u>003132796</u>	Invoice	11/06/2019	ACCT #074484 - ENVIRONMENTAL SURC	0.00	2.95	
<u>401-000-000-53480-4901</u>		Miscellaneous - Shop	ACCT #074484 - ENVIRON		2.95	
<u>003137949</u>	Invoice	11/06/2019	ACCT #088436 - WATER & EQUIPMENT RE	0.00	9.25	
<u>001-000-000-52122-3100</u>		Office and Operating	ACCT #088436 - WATER &		9.25	
142965	NORTHSTAR CHEMICAL, INC	11/22/2019	Regular	0.00	3,002.23	100897
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>157552</u>	Invoice	11/12/2019	CUST #100472 - SODIUM HYPOCHLORITE	0.00	3,002.23	
<u>402-640-000-53580-3100</u>		Office and Operating	CUST #100472 - SODIUM		3,002.23	
VEN01558	NORTHWEST CUSTOM TEES	11/22/2019	Regular	0.00	162.75	100898
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>808</u>	Invoice	11/08/2019	20 COLOR CHAMPION VOLLEYBALL SHIRT	0.00	162.75	
<u>001-000-000-57120-3100</u>		Office and Operating	20 COLOR CHAMPION VOL		162.75	
146933	OFFICE DEPOT	11/22/2019	Regular	0.00	1,344.90	100899
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>103019</u>	Invoice	12/04/2019	ACCT #28972108-HIGHBACK CHAIRS	0.00	1,131.48	
<u>001-000-000-51895-3100</u>		Office and Operating	ACCT #28972108-HIGHBA		377.06	
<u>001-000-000-51896-3100</u>		Office and Operating	ACCT #28972108-HIGHBA		754.42	
<u>395796302001</u>	Invoice	10/29/2019	ACCT #28972108-CRTDG, WKCTR, BK	0.00	114.23	
<u>402-400-000-53580-3100</u>		Office and Operating	ACCT #28972108-CRTDG,		114.23	
<u>395796572001</u>	Invoice	10/29/2019	ACCT #28972108-NOTEBOOK, RITE-IN RAI	0.00	28.01	
<u>402-400-000-53580-3100</u>		Office and Operating	ACCT #28972108-NOTEBO		28.01	
<u>395796573001</u>	Invoice	10/29/2019	ACCT #28972108-CALENDAR, WALL	0.00	71.18	
<u>402-400-000-53580-3100</u>		Office and Operating	ACCT #28972108-CALEND		71.18	
149976	OTIS ELEVATOR COMPANY	11/22/2019	Regular	0.00	2,653.66	100900
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>SSO15591001</u>	Invoice	11/05/2019	CUST #396737-710 W ALDER LIBRARY ELE	0.00	2,653.66	
<u>001-000-000-57250-4800</u>		Repairs and Maintenance	CUST #396737-710 W ALD		2,653.66	
150076	OWEN EQUIPMENT COMPANY	11/22/2019	Regular	0.00	104.22	100901
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>00095373</u>	Invoice	10/23/2019	ACCT #35941-CONV DRIVEN SPR #1976D	0.00	104.22	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V	ACCT #35941-CONV DRIVE		104.22	
151000	P. U. D. # 3	11/22/2019	Regular	0.00	36,337.23	100902

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>OCT/2019-1</u>	Invoice	11/01/2019	Monthly Service Charges 10/02/19 - 10/3	0.00	36,337.23	
<u>001-000-000-51890-4715</u>	Utility Services-Civic Ctr		ACCT #28249001 - 525 W	2,812.00		
<u>001-000-000-55430-4700</u>	Utility Services-Animal Sh		ACCT #35199001 - 902 W	161.76		
<u>001-000-000-57250-4700</u>	Utility Services-Library		ACCT #35665001 - 710 AL	725.37		
<u>001-000-000-57530-4700</u>	Utility Services-Museum		ACCT #27639001 - 427 RAI	338.91		
<u>001-000-000-57680-4700</u>	Utility Services-Park		ACCT #30003001 - 100 TU	204.09		
<u>001-000-000-57680-4700</u>	Utility Services-Park		ACCT #25911003 - 326 RAI	58.27		
<u>001-000-000-57680-4700</u>	Utility Services-Park		ACCT #32453001 - 1004 FR	107.08		
<u>101-000-000-54263-4700</u>	Utility Services		ACCT #27837001 - 103 4T	1,752.41		
<u>101-000-000-54263-4700</u>	Utility Services		ACCT #27839002 - 525 W	9,950.53		
<u>101-000-000-54264-4700</u>	Utility Services		ACCT #35337001 - 623 AL	65.61		
<u>101-000-000-54264-4700</u>	Utility Services		ACCT #109441001 - 2800 E	58.63		
<u>101-000-000-54264-4700</u>	Utility Services		ACCT #25911002 - 10 WAL	88.45		
<u>101-000-000-54264-4700</u>	Utility Services		ACCT #101001 - 699 RAILR	69.91		
<u>101-000-000-54265-4700</u>	Utility Services		ACCT #26857001 - 310 RAI	28.68		
<u>101-000-000-54270-4700</u>	Utility Services-Roadside		ACCT #250321001 - 1200	61.94		
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #26729001 - 1100 PI	419.39		
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #46051001 - 553 BE	44.39		
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #45451001 - 626 MA	110.91		
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #277201002 - 51 W	73.31		
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #277201001 - 1437	236.16		
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #8511001 - 811 15T	78.74		
<u>401-000-000-53480-4700</u>	Utility Services-Water		ACCT #35201001 - 1000 PI	1,477.61		
<u>401-000-000-53480-4701</u>	Utility Services - Shop		ACCT #26717001 - 1000 PI	98.37		
<u>402-300-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #18515001 - 119 CA	63.46		
<u>402-300-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #47009001 - 498 AS	52.72		
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #30003002 - 100 TU	1,046.16		
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #26551001 - 200 FR	2,017.90		
<u>402-400-000-53580-4700</u>	Utility Services-Sewer Ma		ACCT #259409001 - 1700 F	14,083.73		
<u>402-640-000-53580-4700</u>	Utility Services-Sewer Sat		ACCT #25911005 - 631 W	50.74		
155541	PARAMETRIX, INC.	11/22/2019	Regular	0.00	7,370.05	100903
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>14153</u>	Invoice	11/06/2019	SEWER SCADA PROF ENGR - 11/02/19	0.00	7,370.05	
<u>402-400-000-53580-4100</u>	Professional Services/Adv		SEWER SCADA PROF ENGR	7,370.05		
VEN01513	PHILLIPS BURGESS GOVERNMENT R	11/22/2019	Regular	0.00	2,000.00	100904
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>1413</u>	Invoice	11/08/2019	NOV/2019-GOVERNMENTAL AFFAIRS CON	0.00	2,000.00	
<u>001-000-000-51310-4100</u>	Professional Services/Adv		NOV/2019-GOVERNMENT	2,000.00		
VEN01646	PIVETTA BROTHERS CONST., INC	11/22/2019	Regular	0.00	407,994.47	100905
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>EXT #19</u>	Invoice	10/01/2019	PROGRESS EST #19-BASIN 3 SEWER REHA	0.00	407,994.47	
<u>302-000-000-59530-6300</u>	CAPITAL IMPROVEMENT-	17-BASIN3REHAB	PROGRESS EST #19-BASIN	397,730.97		
<u>402-747-000-59435-6300</u>	Construction (Basin3)	17-BASIN3REHAB	PROGRESS EST #19-BASIN	10,263.50		
165704	R & D SUPPLY	11/22/2019	Regular	0.00	504.72	100906
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number	Account Name	Project Account Key	Item Description	Dist Amount		
<u>229397</u>	Invoice	10/31/2019	CUST #60CS18 - MISC. CUSTODIAL SUPPLI	0.00	504.72	
<u>001-000-000-51890-3115</u>	Office and Operating-Civi		CUST #60CS18 - MISC. CUS	252.36		
<u>001-000-000-57250-3100</u>	Office and Operating		CUST #60CS18 - MISC. CUS	209.71		
<u>401-000-000-53480-3100</u>	Office and Operating		CUST #60CS18 - MISC. CUS	42.65		
047253	RENEGADE GUNS LLC/HARRY HELDF	11/22/2019	Regular	0.00	1,250.00	100907

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
NOV/2019	Invoice	11/01/2019	NOV/2019 MUNI COURT SECURITY OFFIC	0.00	1,250.00	
001-000-000-51250-4109		Other Professional Serv		NOV/2019 MUNI COURT S	1,250.00	
VEN01683	RICHARD SMITH / OLYMPIC FORENS	11/22/2019	Regular	0.00	250.00	100908
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
190P-131	Invoice	11/14/2019	11/12/19-PRE-EMPLOYMENT POLYGRAPH	0.00	250.00	
001-000-000-52122-4100		Patrol-Professional Serv		11/12/19-PRE-EMPLOYME	250.00	
183400	SCJ ALLIANCE- SHEA, CARR & JEWEL	11/22/2019	Regular	0.00	13,696.85	100909
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
58413	Invoice	11/05/2019	PROS PLAN-PRO SRVCS - SEP 15-OCT 19, 2	0.00	11,391.25	
001-000-000-57680-4100		Professional Services/Adv	19-PARKSPLAN	PROS PLAN-PRO SRVCS - S	11,391.25	
58509	Invoice	11/11/2019	ACCESS SHELTON-PROFESSIONAL SVCS SE	0.00	2,305.60	
001-000-000-51896-4100		Professional Services/Adv	18-ACCESSIIIA	ACCESS SHELTON-PROFESS	1,175.92	
001-000-000-51896-4100		Professional Services/Adv	18-ACCESSIIIB	ACCESS SHELTON-PROFESS	1,129.68	
178231	SEAN CARNEY	11/22/2019	Regular	0.00	152.00	100910
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCT/2019	Invoice	11/17/2019	OCT/2019 KIMUDO INSTRUCTOR PMT	0.00	152.00	
001-000-000-57120-4100		Professional Services/Adv		OCT/2019 KIMUDO INSTR	152.00	
178252	SEAN TASCHNER	11/22/2019	Regular	0.00	7,000.00	100911
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
NOV/2019	Invoice	11/01/2019	NOV/2019 INDIGENT DEFENSE	0.00	7,000.00	
001-000-000-51593-4100		Public Defense/Adult Mis		NOV/2019 INDIGENT DEFE	7,000.00	
188025	SHELTON VETERINARY HOSPITAL	11/22/2019	Regular	0.00	372.25	100912
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCT/2019	Invoice	10/01/2019	ACCT #2267 - OCT/2019 - VARIOUS INVOI	0.00	272.25	
001-000-000-55430-4100		Professional Services/Adv		10/23/19-INVOICE #58478	82.00	
001-000-000-55430-4100		Professional Services/Adv		10/24/19-INVOICE #58479	40.00	
001-000-000-55430-4100		Professional Services/Adv		10/25/19-INVOICE #58478	110.25	
001-000-000-55430-4100		Professional Services/Adv		10/30/19-INVOICE #58479	40.00	
REFUND	Invoice	11/12/2019	RESTITUTION-CASE #54034C-SHIPMAN, A	0.00	100.00	
657-000-000-58600-0001		State Bldg Code Fee		RESTITUTION-CASE #5403	100.00	
VEN01861	SIERRA SANTA FE	11/22/2019	Regular	0.00	59,375.00	100913
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
FINAL	Invoice	10/01/2019	FINAL ESTIMATE 2019 CHIPSEAL-10/01/19	0.00	59,375.00	
302-000-000-59530-6300		CAPITAL IMPROVEMENT-	19-CHIPSEAL	FINAL ESTIMATE 2019 CHI	59,375.00	
190222	SIRENNET.COM	11/22/2019	Regular	0.00	314.03	100914
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
0243822-IN	Invoice	11/08/2019	CUST #3605184-LR11 ALLEY LIGHT FOR SX	0.00	96.46	
001-000-000-52122-3110		Office & Operating-Auto		CUST #3605184-LR11 ALLE	96.46	
0243905-IN	Invoice	11/12/2019	CUST #3605184-LR11 ALLEY LIGHT FOR SX	0.00	217.57	
001-000-000-52122-3110		Office & Operating-Auto		CUST #3605184-LR11 ALLE	217.57	
191000	SKIPWORTH'S SAW AND MOWER	11/22/2019	Regular	0.00	50.03	100915

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Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>11-06-19</u>	Invoice	11/06/2019	11/06/19-6PK ULTRA MIX OIL	0.00	50.03	
<u>001-000-000-57680-3100</u>		Office and Operating		11/06/19-6PK ULTRA MIX	50.03	
195599	STATE AUDITORS OFFICE	11/22/2019	Regular	0.00	21,146.28	100916
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>L133471</u>	Invoice	11/13/2019	AUDIT #50203- PERIOD 18-18	0.00	21,146.28	
<u>001-000-000-51423-4145</u>		Professional Services - Sta		AUDIT #50203- PERIOD 18	21,146.28	
197259	SUNSET AIR, INC.	11/22/2019	Regular	0.00	1,396.97	100917
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>39267</u>	Invoice	11/04/2019	CUST #CIT245 - RTU/FIRE ALARM REPAIRS	0.00	1,396.97	
<u>001-000-000-51890-4815</u>		Repairs and Maintenance		CUST #CIT245 - RTU/FIRE	1,396.97	
189670	THE SHOPPER	11/22/2019	Regular	0.00	33.72	100918
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>38623</u>	Invoice	11/04/2019	HEAVY-DUTY PACKAGINT TAPE	0.00	33.72	
<u>401-000-000-53480-3100</u>		Office and Operating		HEAVY-DUTY PACKAGINT T	33.72	
201148	TMG SERVICES, INC.	11/22/2019	Regular	0.00	3,495.27	100919
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>0044413-IN</u>	Invoice	11/06/2019	CUST #1908050 - FIELD SERVICE / LABOR	0.00	3,495.27	
<u>402-640-000-53580-4800</u>		Repairs and Maintenance		CUST #1908050 - FIELD SE	3,495.27	
201300	TOZIER BROS INC.	11/22/2019	Regular	0.00	51.72	100920
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>439438</u>	Invoice	10/21/2019	CUST #20090-#50 CONNECTOR LINK	0.00	5.97	
<u>503-000-000-54865-3104</u>		Oper Supp-Parts-EM&R V		CUST #20090-#50 CONNEC	5.97	
<u>439664</u>	Credit Memo	11/01/2019	CUST #20090-REPLACMNT CR2354 BATTE	0.00	-93.74	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #20090-REPLACMNT	-93.74	
<u>439729</u>	Invoice	11/04/2019	CUST #20090-TAPE FLAGGING BLUE 300'	0.00	5.37	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #20090-TAPE FLAGGI	5.37	
<u>439744</u>	Invoice	11/05/2019	CUST #20090-COUPPLING PVC, ADAPTER P	0.00	41.65	
<u>001-000-000-57250-3100</u>		Office and Operating		CUST #20090-COUPPLING P	41.65	
<u>439748</u>	Invoice	11/05/2019	CUST #20090-ELBOW PVC, ADAPTER PVC	0.00	18.58	
<u>001-000-000-57250-3100</u>		Office and Operating		CUST #20090-ELBOW PVC,	18.58	
<u>439764</u>	Invoice	11/05/2019	CUST #20090-V33 EX HEAVY HASP GLV	0.00	20.01	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #20090-V33 EX HEAV	20.01	
<u>439775</u>	Invoice	11/06/2019	CUST #20090-PLUG SCH40 PVC 1.25"	0.00	4.07	
<u>401-000-000-53480-3100</u>		Office and Operating		CUST #20090-PLUG SCH40	4.07	
<u>439778</u>	Invoice	11/06/2019	CUST #20090-HOSE ADAPTR 3/4 X 3/4"	0.00	11.82	
<u>001-000-000-57250-3100</u>		Office and Operating		CUST #20090-HOSE ADAPT	11.82	
<u>439980</u>	Invoice	11/14/2019	CUST #20090-NIFTY NABBER 36IN	0.00	21.51	
<u>001-000-000-51830-3100</u>		Office and Operating		CUST #20090-NIFTY NABB	21.51	
<u>440000</u>	Invoice	11/15/2019	CUST #20090-1/16 CBLE CLAMPS & 6IN B	0.00	16.48	
<u>101-000-000-54230-3100</u>		Office and Operating		CUST #20090-1/16 CBLE C	16.48	
VEN01877	TRANSPGROUP	11/22/2019	Regular	0.00	7,070.25	100921

Check Register

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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	
23875	Invoice	11/12/2019	PRO SVCS THRU OCT 25, 2019-CITY PARKI	0.00	7,070.25	
001-000-000-51896-4100		Professional Services/Adv	19-CITYPRKLOT	PRO SVCS THRU OCT 25, 2	7,070.25	
202195	U.S. BANK N.A.-CUSTODY	11/22/2019	Regular	0.00	110.00	100922
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
OCT/2019	Invoice	10/01/2019	OCT/2019 CUSTODY CHARGES 10/01/19 -	0.00	110.00	
001-000-000-51423-4102		Prof Services-Banking Fee		OCT/2019 CUSTODY CHAR	110.00	
202340	UTILITIES UNDERGROUND LOCATIO	11/22/2019	Regular	0.00	83.85	100923
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
9100226	Invoice	10/31/2019	ACCT #100100-OCT/22019 EXCAVATION N	0.00	83.85	
401-000-000-53480-4100		Professional Services/Adv		ACCT #100100-OCT/22019	27.95	
402-300-000-53580-4100		Professional Services/Adv		ACCT #100100-OCT/22019	27.95	
404-000-000-53180-4105		Professional Services/Adv		ACCT #100100-OCT/22019	27.95	
203030	WASHINGTON STATE PATROL	11/22/2019	Regular	0.00	39.75	100924
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
I20002831	Invoice	11/06/2019	ACCT #SHE301 - OCT/2019 BACKGROUND	0.00	39.75	
001-000-000-52122-4100		Patrol-Professional Serv		ACCT #SHE301 - OCT/2019	39.75	
203900	WESMAR COMPANY, INC	11/22/2019	Regular	0.00	603.19	100925
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
269279	Invoice	11/06/2019	CUST #31175-SODIUM HYPOCHLORITE 12	0.00	603.19	
401-000-000-53480-3104		Office and Operating-Chl		CUST #31175-SODIUM HY	603.19	
053987	WESTBAY NAPA AUTO PARTS	11/22/2019	Regular	0.00	1,094.31	100926
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
110619	Invoice	11/21/2019	ACCT #4296 -SWITCH-ROCKER #19989D	0.00	5.57	
503-000-000-54865-3102		Oper Supplies-Parts		ACCT #4296 -SWITCH-ROC	5.57	
849678	Invoice	11/20/2019	ACCT #4296 -BLISTER PACK CAPS-CAR #50	0.00	13.49	
001-000-000-52122-3110		Office & Operating-Auto		ACCT #4296 -BLISTER PACK	13.49	
850156	Invoice	11/04/2019	ACCT #4296 - VALVE KNOB-#00050D	0.00	11.09	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT #4296 - VALVE KNOB	11.09	
850238	Invoice	11/05/2019	ACCT #4296 - BLOWER MOTOR RESISTOR-	0.00	74.42	
503-000-000-54865-3102		Oper Supplies-Parts		ACCT #4296 - BLOWER MO	74.42	
850261	Invoice	11/05/2019	ACCT #4296 - NAPAGOLD OIL FILTER-#199	0.00	89.90	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT #4296 - NAPAGOLD	89.90	
850349	Invoice	11/05/2019	ACCT #4296 - SWITCH-ROCKER -#19933D	0.00	2.79	
503-000-000-54865-3104		Oper Supp-Parts-EM&R V		ACCT #4296 - SWITCH-ROC	2.79	
850499	Invoice	11/06/2019	ACCT #4296 -NAPAGOLD OIL FILT-#19989	0.00	51.69	
503-000-000-54865-3102		Oper Supplies-Parts		ACCT #4296 -NAPAGOLD O	51.69	
850903	Invoice	11/20/2019	ACCT #4296 - BATTERY & CORE DEPOSIT-C	0.00	125.70	
001-000-000-52122-3110		Office & Operating-Auto		ACCT #4296 - BATTERY & C	125.70	
850904	Invoice	11/20/2019	ACCT #4296 - SERPENTINE BELT-CAR #16	0.00	90.53	
001-000-000-52122-3110		Office & Operating-Auto		ACCT #4296 - SERPENTINE	90.53	
851295	Invoice	11/21/2019	ACCT #4296 -REMAN RACK PINION-CAR #	0.00	599.88	
001-000-000-52122-3110		Office & Operating-Auto		ACCT #4296 -REMAN RACK	599.88	
851619	Invoice	11/14/2019	ACCT #4296 -BLOWER MOTOR RESISTO-#	0.00	29.25	
503-000-000-54865-3102		Oper Supplies-Parts		ACCT #4296 -BLOWER MO	29.25	

Check Register

Packet: APPKT01462-November 22, 2019 - NOV/2019 Week #3

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
204125	WHITNEY EQUIPMENT CO.	11/22/2019	Regular	0.00	864.74	100927
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>89326</u>	Invoice	10/28/2019	CUST #SHELWWTP-REFRIGERATION SLED	0.00	864.74	
<u>402-400-000-53580-4100</u>		Professional Services/Adv		CUST #SHELWWTP-REFRIG	864.74	
025951	WILLIAMS ARCHITECTURE	11/22/2019	Regular	0.00	9,812.50	100928
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2018023-06</u>	Invoice	10/18/2019	LIBRARY REPAIRS/MNTNC THRU 09/30/19	0.00	9,812.50	
<u>001-000-000-59472-6201</u>		CAPITAL IMPROVEMENT-L	18-LIBRARY	LIBRARY REPAIRS/MNTNC	9,812.50	
202755	WSDA	11/22/2019	Regular	0.00	33.00	100929
Payable #	Payable Type	Payable Date	Payable Description	Discount Amount	Payable Amount	
Account Number		Account Name	Project Account Key	Item Description	Dist Amount	
<u>2019</u>	Invoice	11/18/2019	2020 WSDA LICENSE & TESTING-LUKE MA	0.00	33.00	
<u>001-000-000-57680-4959</u>		PARKS-License/Permits to		2020 WSDA LICENSE & TES	33.00	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	176	93	0.00	785,090.77
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
	176	93	0.00	785,090.77

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2019	785,090.77
			<u>785,090.77</u>



Shelton, WA

Payment Reversal Register

APPKT01463 - November 22, 2019 - VOID CK #100839 Aaron

Canceled Payables

Vendor Set: 01 - Vendor Set 01

Bank: APBNK-Main - APBNK-Main

Vendor Number

Vendor Name

Total Vendor Amount

VEN01923

AARON BEMILLER

-405.00

Payment Type

Payment Number

Original Payment Date

Reversal Date

Cancel Date

Payment Amount

Check

100839

11/22/2019

11/22/2019

11/22/2019

-405.00

Payable Number:

Description

Payable Date

Due Date

Payable Amount

OCT/2019

NARROWS BRIDGE - TOLL EXPENSES

11/14/2019

11/14/2019

405.00

Bank Code Summary

Bank Code	Canceled Payables	Payables Left To Pay Again	Total
APBNK-Main	-405.00	0.00	-405.00
Report Total:	-405.00	0.00	-405.00

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 4436 through number 4580 and 3857 and 100738 through 100759 in the amount of \$726,780.67 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 18th of Nov, 2019.



Human Resources Manager

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

Signed this _____ of _____, 2019.

Mayor Rogers

Deputy Mayor Peterson

Councilmember Cronic

Councilmember Dorcy

Councilmember McDowell

Councilmember Onisko

Councilmember Schmit



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E1)

Touch Date: 11/19/2019
Brief Date: 12/03/2019
Action Date: 12/17/2019

Department: **Finance**
Presented By: **Aaron BeMiller**

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

<input checked="" type="checkbox"/>	Dept. Head	<u>11/22/19</u>
<input checked="" type="checkbox"/>	Finance Director	<u>11/22/19</u>
<input checked="" type="checkbox"/>	Attorney	<u>11/22/19</u>
<input checked="" type="checkbox"/>	City Clerk	<u>11/22/19</u>
<input checked="" type="checkbox"/>	City Manager	<u>11/22/19</u>

PROGRAM/PROJECT TITLE:
2019 Budget Supplemental

ATTACHMENTS:
**Ordinance No. 1942-1019 and
attached exhibit A**

<input checked="" type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

This Ordinance will increase the City's overall expense budget by \$2,024,110 by increase the budget authority of two City Funds, the Bond Fund and Capital Improvement Fund. The City budgets at the Fund level and expenses must not exceed budget authority and these budget adjustments are necessary to ensure financial legal compliance. This is the second budget adjustment for 2019.

ANALYSIS/OPTIONS/ALTERNATIVES:

BUDGET/FISCAL INFORMATION:

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

Move the Ordinance as submitted to the Action Agenda of the December 17th, 2019 City Council Meeting.

ORDINANCE NO. 1942-1019

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, AMENDING THE ANNUAL BUDGET FOR THE YEAR ENDING DECEMBER 31, 2019

WHEREAS, the Shelton City Council adopted the 2019 budget pursuant to Ordinance No. 1935-1218; and

WHEREAS, Ordinance 1938-0519 amending the adopted 2019 budget was heard and adopted by the Shelton City Council,

WHEREAS, the City is prohibited from over expending its appropriated budget as set forth in Ordinance No. 1935-1218 and amended by Ordinance 1938-0519; and

WHEREAS, the creation of a new Fund must be adopted by the Legislative body of a municipal government through Ordinance; and

WHEREAS, certain revisions to the 2019 budget, as amended through Ordinance 1938-0519, are now necessary and the City Council finds that the proposed adjustments to the Revised Budget for 2019 are necessary;

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

Section 1.

The adjustments as provided in this Ordinance to amend the 2019 Annual Budget of the City of Shelton, Washington, are hereby adopted. In summary form, the appropriation adjustments for each separate fund and the aggregate totals for all such funds combined is presented in the table below. Exhibit A, attached to this Ordinance, provides further detail on the adjustments.

Fund	2019 Expense Budget	2019 December Adjustments	2019 Revised Budget
General Fund	\$ 13,181,135	\$ -	\$ 13,181,135
Street Fund	2,209,955	-	2,209,955
Tourism Fund	61,125	-	61,125
Bond Fund	282,318	500	282,818
Capital Improvement Fund	2,389,786	2,023,610	4,413,396
Water Fund	3,070,959	-	3,070,959
Sewer Fund	9,946,540	-	9,946,540
Solid Waste Fund	800,000	-	800,000
Storm Drainage Fund	1,117,114	-	1,117,114
Payroll Benefits Fund	219,000	-	219,000
Equipment Maint & Rental Fund	1,032,094	-	1,032,094
Firefighters Pension Fund	112,200	-	112,200
Library Endowment Fund	-	-	-
Total City-Wide	\$ 34,422,226	\$ 2,024,110	\$ 36,446,336

Section 2.

The Shelton City Council does hereby create a new Special Revenue Fund. This new Special Revenue Fund, titled the Capital Resources Fund, shall be used to account for and accumulate monies to be used toward Capital Projects until those monies are allocated by the City Council, through Ordinance, for use on qualifying projects.

Section 3.

The Legislature having given authority over the budget to the City Council, this shall take effect five days after its approval and publication as required by law.

INTRODUCED the 3rd day of December, 2019.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 17th day of December, 2019, the following Councilmembers being present and voting in favor of this ordinance.

Mayor Rogers

Deputy Mayor Peterson

Councilmember Cronic

Councilmember Dorcy

Councilmember McDowell

Councilmember Onisko

Councilmember Schmit

ATTEST:

City Clerk

Exhibit A
City of Shelton
Ordinance No. 1942-1019

<u>Bond Fund</u>	<u>\$500</u>
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The increased budget authority does not constitute an increase in debt service or the amount of debt carried by the City. The appropriation, if needed, will be used to pay for any professional services that may be incurred in 2019 in the examination of options to reduce interest costs on City debt. Funding for this budget increase comes from accumulated fund balance.

<u>Capital Improvement Fund</u>	<u>\$2,023,610</u>
--	---------------------------

Budget appropriation of \$1,523,610 for the grant qualifying Street expenses toward the Basin 3 project which, for cost accounting and reporting purposes need to be accounted for in the Capital Improvement Fund. An additional \$700,000 is roll-over budget for the Downtown Connector project for 2018 expenses paid in 2019. Funding for the Basin 3 project comes from a DOC (Department of Commerce) grant and the funding for the Downtown Connector project is accumulated Fund Balance.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item E2)

Touch Date: 11/12/19
Brief Date: 12/03/19
Action Date: 12/17/19

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

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

☒ Dept. Head

☐ Finance Director

☐ Attorney

☐ City Clerk

☐ City Manager

PROGRAM/PROJECT TITLE:
Engineer Services Contract

ATTACHMENTS:
Engineer Services Contract with
Gray & Osborne, Inc.

☐

Ordinance

☐

Resolution

☐

Motion

☒

Other

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. At the end of October 2019, staff solicited proposals from consulting firms interested in providing engineer services to the City of Shelton, via dedicated staff, to be available as needed. The specialized expertise the City requested included design, review, coordination, administration, and construction engineering/technical support in the Public Works department, with an emphasis on project inspection and project management, as well as stormwater NPDES Phase II compliance.

The City received submittals from two firms, Gray & Osborne, Inc. and Quanta Utility Engineering Services, with only Gray & Osborne, Inc. meeting the bid requirements and considered responsive; Quanta Utility Engineering Services did label the outside of the submittal envelope "Engineer Services", as required per section VI of the RFQ, and was mistakenly opened prior to the deadline. Even with only one submittal considered responsive, staff reviewed and scored both submittals to ensure the Contract gets awarded to the most capable firm. Gray & Osborne, Inc. received the highest cumulative score of 56 out of a possible 60, and Quanta Utility Engineering Services scored 36.

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 engineer services anticipated in the current budget, or those approved through modification of the budget, would be supported by this contract.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works department.

STAFF RECOMMENDATION/MOTION:

Staff requests the Council concur to place the Contract for Engineer Services on the action agenda for December 17, 2019.

CONTRACT FOR SERVICES

City of Shelton and Gray & Osborne, Inc.

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

WHEREAS, the City has determined the need to have **Engineering Services** performed; and

WHEREAS, the City desires to engage the services of the Consultant as an independent contractor, and not as an employee; and

WHEREAS, the City opened proposals submitted in response to the Request for Qualifications on November 14, 2019 and selected Gray & Osborne, Inc. following review of proposals received; 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 provide Engineer Services and support staff to the City of Shelton on an as-needed, on-call basis, with an emphasis on project inspection and project management, as well as stormwater NPDES Phase II compliance. Some tasks may also include design, review, coordination, administration, and construction engineering/technical support in the Public Works Department, via dedicated staff, available to work at least one day a week out of the City offices.
2. **Compliance with Applicable Industry Standards, Laws and Requirements.** In performing such services, the Consultant shall at all times comply with all federal, state and local laws applicable to the performance of such services and the handling of any funds used in connection therewith; this includes applicable prevailing wage requirements. It is the Consultant's responsibility to identify and comply with such laws, including but not limited to Washington's laws against discrimination; Washington's Industrial Safety and Health Act and associated regulations; Washington's Unemployment Compensation provisions, and any other applicable laws, statutes, regulations or requirements otherwise applicable to the services provided under this Agreement.
3. **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).

4. **Time Devoted.** The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.
5. **Provisions of Facilities, Equipment, Personnel.** The Consultant shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.
6. **Compensation and Method of Payment.** No minimum level of compensation will be guaranteed under this contract. Compensation will be based on a time and material basis and on the Consultant's fee schedule set forth in **Exhibit A**.

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

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

7. **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, 2021**, with two optional one-year extensions upon written agreement of the parties, unless sooner terminated under the provisions hereinafter specified.
9. **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.
10. **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 3.52.060.

11. Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the City, 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 City.

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

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

3. 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 City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

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

H. Notice of Cancellation

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

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

J. City Full Availability of Consultant Limits

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

12. 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.

13. 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.

14. 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.

15. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap, or any other protected class.

16. **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.
17. **Entire Agreement.** This Agreement and Exhibits A, B, and C contain the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.
18. **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.

The designated project representative for the Consultant is Dominic Miller, PE. Notices to the Consultant shall be sent to the following address:

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

19. **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.
20. **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 **Section 1** of this Agreement. 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.

21. **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 _____, 2019

CITY OF SHELTON

GRAY & OSBORNE, INC.

By: _____
Bob Rogers, Mayor

By: _____
Signature

Printed Name and Title:

Attest/Authenticated:

City Clerk (or witness to signature)

EXHIBIT "A"

GRAY & OSBORNE

COMPUTATION OF OVERHEAD MULTIPLIER

Federal, State, and Local Taxes	21.62%
Insurance and Medical	23.93%
Professional Development and Education	0.74%
Sick Leave, Vacations and Holidays	14.58%
Administration (Typing, CADD, GIS, Computer)**	40.89%
Rent, Utilities, and Depreciation.....	20.26%
Office Expenses, Support and Maintenance	5.64%
Travel	2.08%
Retirement and Incentive Program	58.15%
Facilities Cost of Capital.....	0.15%

TOTAL:188.04%

PROFESSIONAL ENGINEERING SERVICES CONTRACT ENGINEER'S REPRESENTATIVE DIRECT LABOR RATES THROUGH JUNE 15, 2020*

<u>Employee Classification</u>	<u>Direct Labor Rates</u>		
AutoCAD/GIS Technician/Engineering Intern	\$15.00	to	\$40.00
Electrical Engineer	\$36.00	to	\$57.00
Structural Engineer	\$33.00	to	\$51.00
Environmental Technician/Specialist	\$25.00	to	\$42.00
Engineer-In-Training	\$25.00	to	\$40.00
Civil Engineer	\$28.00	to	\$41.00
Project Engineer	\$36.00	to	\$45.00
Project Manager	\$36.00	to	\$61.00
Principal-in-Charge	\$40.00	to	\$61.00
Resident Engineer	\$37.00	to	\$51.00
Field Inspector	\$25.00	to	\$44.00
Field Survey Crew (2 Person)**	\$51.00	to	\$68.00
Field Survey Crew (3 Person)**	\$80.00	to	\$93.00
Professional Land Surveyor	\$35.00	to	\$46.00
Secretary/Word Processor**	N/A**		

* 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 \$0.58 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 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

Director of Public Works

Date: _____

EXHIBIT C

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
COUNCIL BRIEFING REQUEST
(Agenda Item E3)**

Touch Date: 10/25/19
Action Date: 12/03/19

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

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

"C" Street Landfill Update

☐

Ordinance

☐

Resolution

☐

Motion

☒

Other

☒ Dept. Head

☐ Finance Director

☐ Attorney

☐ City Clerk

☐ City Manager

ATTACHMENTS:
None

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

This is an update on the progress being made on the "C" Street Landfill remedial investigation.

Near the end of June, 2019, Contract Change No. 5 with Aspect Consulting was executed extending the duration of the agreement one additional year, through June 29, 2020.

In August, 2019 we received a data transmittal from Aspect Consulting outlining the documents they submitted to the Department of Ecology on the City's behalf, as well as the work that has been conducted for the remedial investigation since the prior submittal date in March of 2019; a copy of the complete submittal is posted on the City Website for public viewing.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

N/A

PUBLIC INFORMATION REQUIREMENTS:

Information is updated on our website as it is received as well as updated at Council Meetings every 6 months. Further information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

No action is needed but public comment is required.



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F1)

Touch Date: 10/15/19
Brief Date: 11/19/19
Action Date: 12/03/19

Department: Human Resources
Presented By: Michelle Sutherland

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:
Non-Represented Salary
Schedule

☒

Ordinance

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☒ City Manager

ATTACHMENTS:

~ Ordinance # 1946-1019

~ Non-Represented Salary
Schedule

☐

Resolution

☒

Motion

☐

Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City supports recruitment and motivation of well qualified, productive employees, and desires to recruit and retain individuals who demonstrate required skills, initiative, and high ethical standards. The non-represented Salary Schedule will allow the City to effectively compete for qualified personnel and ensure that salaries are equitable and commensurate with the duties performed in each position.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The 2020 budget includes the proposed Salary Schedule.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move to approve Ordinance No. 1946-1019 as submitted, adopting the City of Shelton's Non-Represented Salary Schedule."

ORDINANCE NO. 1946-1019

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, RATIFYING
EXISTING EMPLOYMENT POSITIONS AND SALARY SCHEDULE**

WHEREAS, the City Council wishes to adopt a salary ordinance establishing salary ranges and step increases for non-represented employees.

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

Salary Schedule. The salary schedule attached to this Ordinance as Exhibit A is adopted, effective January 1, 2020.

New Hires. All newly hired non-represented employees will be placed on their respective salary scale at Step A. Appointment at levels above Step A is subject to approval by the Administrative Services Director and City Manager, but in no case shall a newly hired employee exceed placement at Step C. Justification for hire above the entry rate at Step A must accompany hiring documentation.

Promotion. All non-represented employees promoted to a position in a higher pay grade shall have their salaries established within the range of the newly assigned pay grade which provides at least a 5% increase above the employee's previous salary.

New Positions and Reclassifications. New positions or position reclassifications must be approved by the City Manager, subject to any budget modifications requiring approval of the Council.

Cost of Living Adjustment. COLA will be applied yearly to the Salary Schedule at a rate determined by the Council.

Effective Date. This Ordinance shall take effect five days after passage and publication as required by law.

Repealer. Any and all other ordinances or parts of ordinances of the City of Shelton inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency.

Severability. If any section of this ordinance, or if any subsection or part shall be declared unlawful, the balance of this ordinance and of each section shall remain in full force and effect.

THIS ORDINANCE INTRODUCED AND PASSED by the City Council of the City of Shelton, Mason County, Washington, on this _____ day of _____, 2019, at a regular open public meeting.

MAYOR BOB ROGERS

DEPUTY MAYOR DEIDRE PETERSON

COUNCILMEMBER GARY CRONCE

COUNCILMEMBER KEVIN DORCY

COUNCILMEMBER KATHY MCDOWELL

COUNCILMEMBER ERIC ONISKO

COUNCILMEMBER JOE SCHMIT

ATTEST:

CITY CLERK

CITY OF SHELTON
NON-REPRESENTED SALARY SCHEDULE

SALARY SCHEDULE Position	FTE	Grade	Base Min Step A	End of 6 Mths Step B	End of 1 Year Step C	End of 18 Mths Step D	End of 2 Years Step E	End of 3 Years Step F	End of 4 Years Step G	End of 5 Years Step H	End of 6 Years Step I
Accounting Manager	1	26	68,006.00 5,713.17 32.96	71,061.00 5,998.83 34.16	74,116.00 6,176.33 35.63	77,821.00 6,485.08 37.41	80,155.00 6,679.58 38.54	82,559.00 6,879.92 39.69	85,035.00 7,086.25 40.88	87,586.00 7,298.83 42.11	90,213.00 7,517.75 43.37
Administrative Manager Public Works	1	19	48,722.00 4,060.17 23.42	51,158.00 4,263.17 24.60	53,715.00 4,476.25 25.82	56,400.00 4,700.00 27.12	58,092.00 4,841.00 27.93	59,834.00 4,986.17 28.77	61,629.00 5,135.75 29.63	63,478.00 5,289.83 30.52	65,382.00 5,448.50 31.43
Administrative Services Director	1	30	83,332.00 6,944.33 40.06	87,498.00 7,291.50 42.07	91,873.00 7,656.08 44.17	96,466.00 8,038.83 46.38	99,360.00 8,280.00 47.77	102,341.00 8,528.42 49.20	105,411.00 8,784.25 50.68	108,573.00 9,047.75 52.20	111,830.00 9,319.17 53.76
Associate Civil Engineer (Entry) minimal experience	1	22	56,403.00 4,700.25 27.12	59,223.00 4,935.25 28.47	62,184.00 5,182.00 29.90	65,293.00 5,441.08 31.39	67,252.00 5,604.33 32.33	69,269.00 5,772.42 33.30	71,347.00 5,945.58 34.30	73,487.00 6,123.92 35.33	75,692.00 6,307.67 36.39
Associate Civil Engineer (Journey) 2-3 years of experience	1	24	62,183.00 5,181.92 29.90	65,292.00 5,441.00 31.39	68,556.00 5,713.00 32.96	71,984.00 5,998.67 34.61	74,143.00 6,178.58 35.65	76,367.00 6,363.92 36.71	78,658.00 6,554.83 37.82	81,018.00 6,751.50 38.95	83,449.00 6,954.08 40.12
Building Official	1	24	62,183.00 5,181.92 29.90	65,292.00 5,441.00 31.39	68,556.00 5,713.00 32.96	71,984.00 5,998.67 34.61	74,143.00 6,178.58 35.65	76,367.00 6,363.92 36.71	78,658.00 6,554.83 37.82	81,018.00 6,751.50 38.95	83,449.00 6,954.08 40.12
Building Inspector	1	20	51,159.00 4,263.25 24.60	53,717.00 4,476.42 25.83	56,403.00 4,700.25 27.12	59,223.00 4,935.25 28.47	60,999.00 5,083.25 29.33	62,829.00 5,235.75 30.21	64,714.00 5,392.83 31.11	66,655.00 5,554.58 32.05	68,655.00 5,721.25 33.01
Captain (Police)	1	30	83,332.00 6,944.33 40.06	87,498.00 7,291.50 42.07	91,873.00 7,656.08 44.17	96,466.00 8,038.83 46.38	99,360.00 8,280.00 47.77	102,341.00 8,528.42 49.20	105,411.00 8,784.25 50.68	108,573.00 9,047.75 52.20	111,830.00 9,319.17 53.76
Chief of Police	1	32	91,874.00 7,656.17 44.17	96,468.00 8,039.00 46.38	101,291.00 8,440.92 48.70	106,355.00 8,862.92 51.13	109,546.00 9,128.83 52.67	112,832.00 9,402.67 54.25	116,217.00 9,684.75 55.87	119,703.00 9,975.25 57.55	123,294.00 10,274.50 59.28
City Clerk	1	22	56,403.00 4,700.25 27.12	59,223.00 4,935.25 28.47	62,184.00 5,182.00 29.90	65,293.00 5,441.08 31.39	67,252.00 5,604.33 32.33	69,269.00 5,772.42 33.30	71,347.00 5,945.58 34.30	73,487.00 6,123.92 35.33	75,692.00 6,307.67 36.39
City Engineer (PE)	1	30	83,332.00 6,944.33 40.06	87,498.00 7,291.50 42.07	91,873.00 7,656.08 44.17	96,466.00 8,038.83 46.38	99,360.00 8,280.00 47.77	102,341.00 8,528.42 49.20	105,411.00 8,784.25 50.68	108,573.00 9,047.75 52.20	111,830.00 9,319.17 53.76

CITY OF SHELTON
NON-REPRESENTED SALARY SCHEDULE

SALARY SCHEDULE	FTE	Grade	Base Min Step A	End of 6 Mths Step B	End of 1 Year Step C	End of 18 Mths Step D	End of 2 Years Step E	End of 3 Years Step F	End of 4 Years Step G	End of 5 Years Step H	End of 6 Years Step I
City Manager	1	36	110,609.00 9,217.42 53.18	116,139.00 9,678.25 55.84	121,946.00 10,162.17 58.63	128,043.00 10,670.25 61.56	133,164.00 11,097.00 64.02	137,158.00 11,429.83 65.94	141,272.00 11,772.67 67.92	144,112.00 12,009.33 69.28	148,435.00 12,369.58 71.36
Code Enforcement Officer	1	18	46,403.00 3,866.92 22.31	48,723.00 4,060.25 23.42	51,159.00 4,263.25 24.60	53,717.00 4,476.42 25.83	55,328.00 4,610.67 26.60	56,988.00 4,749.00 27.40	58,697.00 4,891.42 28.22	60,458.00 5,038.17 29.07	62,272.00 5,189.33 29.94
Community Development Director	1	30	83,332.00 6,944.33 40.06	87,498.00 7,291.50 42.07	91,873.00 7,656.08 44.17	96,466.00 8,038.83 46.38	99,360.00 8,280.00 47.77	102,341.00 8,528.42 49.20	105,411.00 8,784.25 50.68	108,573.00 9,047.75 52.20	111,830.00 9,319.17 53.76
Communications Specialist	1	20	51,159.00 4,263.25 24.60	53,717.00 4,476.42 25.83	56,403.00 4,700.25 27.12	59,223.00 4,935.25 28.47	60,999.00 5,083.25 29.33	62,829.00 5,235.75 30.21	64,714.00 5,392.83 31.11	66,655.00 5,554.58 32.05	68,655.00 5,721.25 33.01
Community Service Supervisor	1	19	48,722.00 4,060.17 23.42	51,158.00 4,263.17 24.60	53,715.00 4,476.25 25.82	56,400.00 4,700.00 27.12	58,092.00 4,841.00 27.93	59,834.00 4,986.17 28.77	61,629.00 5,135.75 29.63	63,478.00 5,289.83 30.52	65,382.00 5,448.50 31.43
Economic Development Specialist	1	20	51,159.00 4,263.25 24.60	53,717.00 4,476.42 25.83	56,403.00 4,700.25 27.12	59,223.00 4,935.25 28.47	60,999.00 5,083.25 29.33	62,829.00 5,235.75 30.21	64,714.00 5,392.83 31.11	66,655.00 5,554.58 32.05	68,655.00 5,721.25 33.01
Engineering Technician 2-5 years of experience Journey/Senior	1	19	48,722.00 4,060.17 23.42	51,158.00 4,263.17 24.60	53,715.00 4,476.25 25.82	56,400.00 4,700.00 27.12	58,092.00 4,841.00 27.93	59,834.00 4,986.17 28.77	61,629.00 5,135.75 29.63	63,478.00 5,289.83 30.52	65,382.00 5,448.50 31.43
Finance Director	1	32	91,874.00 7,656.17 44.17	96,468.00 8,039.00 46.38	101,291.00 8,440.92 48.70	106,355.00 8,862.92 51.13	109,546.00 9,128.83 52.67	112,832.00 9,402.67 54.25	116,217.00 9,684.75 55.87	119,703.00 9,975.25 57.55	123,294.00 10,274.50 59.28
Finance Director (Aaron BeMiller)	1	34	101,290.00 8,440.83 48.70	106,354.00 8,862.83 51.13	111,671.00 9,305.92 53.69	117,254.00 9,771.17 56.37	120,771.00 10,064.25 58.06	124,394.00 10,366.17 59.80	128,126.00 10,677.17 61.60	131,969.00 10,997.42 63.45	135,928.00 11,327.33 65.35
Finance Specialist	1	21	53,195.00 4,432.92 25.57	55,855.00 4,654.58 26.85	58,648.00 4,887.33 28.20	61,580.00 5,131.67 29.61	64,659.00 5,388.25 31.09	66,599.00 5,549.92 32.02	68,597.00 5,716.42 32.98	70,655.00 5,887.92 33.97	72,775.00 6,064.58 34.99
Homeless Outreach Coordinator	1	20	51,159.00 4,263.25 24.60	53,717.00 4,476.42 25.83	56,403.00 4,700.25 27.12	59,223.00 4,935.25 28.47	60,999.00 5,083.25 29.33	62,829.00 5,235.75 30.21	64,714.00 5,392.83 31.11	66,655.00 5,554.58 32.05	68,655.00 5,721.25 33.01
SALARY SCHEDULE			Base Min	End of 6 Mths	End of 1 Year	End of 18 Mths	End of 2 Years	End of 3 Years	End of 4 Years	End of 5 Years	End of 6 Years

CITY OF SHELTON
NON-REPRESENTED SALARY SCHEDULE

Position	FTE	Grade	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I
Human Resources Analyst	1	21	53,195.00	55,855.00	58,648.00	61,580.00	64,659.00	66,599.00	68,597.00	70,655.00	72,775.00
			4,432.92	4,654.58	4,887.33	5,131.67	5,388.25	5,549.92	5,716.42	5,887.92	6,064.58
			25.57	26.85	28.20	29.61	31.09	32.02	32.98	33.97	34.99
Human Resources/Risk Manager	1	27	72,684.00	76,618.00	80,434.00	84,455.00	86,988.00	89,597.00	92,285.00	95,053.00	97,905.00
			6,057.00	6,384.83	6,702.83	7,037.92	7,249.00	7,466.42	7,690.42	7,921.08	8,158.75
			34.94	36.84	38.67	40.60	41.82	43.08	44.37	45.70	47.07
Information Technology Manager	1	24	62,183.00	65,292.00	68,556.00	71,984.00	74,143.00	76,367.00	78,658.00	81,018.00	83,449.00
			5,181.92	5,441.00	5,713.00	5,998.67	6,178.58	6,363.92	6,554.83	6,751.50	6,954.08
			29.90	31.39	32.96	34.61	35.65	36.71	37.82	38.95	40.12
Municipal Court Administrator	1	24	62,183.00	65,292.00	68,556.00	71,984.00	74,143.00	76,367.00	78,658.00	81,018.00	83,449.00
			5,181.92	5,441.00	5,713.00	5,998.67	6,178.58	6,363.92	6,554.83	6,751.50	6,954.08
			29.90	31.39	32.96	34.61	35.65	36.71	37.82	38.95	40.12
Network Information Technology Technician	1	22	56,403.00	59,223.00	62,184.00	65,293.00	67,252.00	69,269.00	71,347.00	73,487.00	75,692.00
			4,700.25	4,935.25	5,182.00	5,441.08	5,604.33	5,772.42	5,945.58	6,123.92	6,307.67
			27.12	28.47	29.90	31.39	32.33	33.30	34.30	35.33	36.39
Payroll & Benefits Specialist	1	21	53,195.00	55,855.00	58,648.00	61,580.00	64,659.00	66,599.00	68,597.00	70,655.00	72,775.00
			4,432.92	4,654.58	4,887.33	5,131.67	5,388.25	5,549.92	5,716.42	5,887.92	6,064.58
			25.57	26.85	28.20	29.61	31.09	32.02	32.98	33.97	34.99
Public Works Director	1	31	86,224.00	90,535.00	95,061.00	99,814.00	102,808.00	105,892.00	109,069.00	112,341.00	115,149.00
			7,185.33	7,544.58	7,921.75	8,317.83	8,567.33	8,824.33	9,089.08	9,361.75	9,595.75
			41.45	43.53	45.70	47.99	49.43	50.91	52.44	54.01	55.36
Public Works Superintendent	2	26	68,006.00	71,061.00	74,116.00	77,821.00	80,155.00	82,559.00	85,035.00	87,586.00	90,213.00
			5,713.17	5,998.83	6,176.33	6,485.08	6,679.58	6,879.92	7,086.25	7,298.83	7,517.75
			32.96	34.16	35.63	37.41	38.54	39.69	40.88	42.11	43.37
Recreation Coordinator	1	20	51,159.00	53,717.00	56,403.00	59,223.00	60,999.00	62,829.00	64,714.00	66,655.00	68,655.00
			4,263.25	4,476.42	4,700.25	4,935.25	5,083.25	5,235.75	5,392.83	5,554.58	5,721.25
			24.60	25.83	27.12	28.47	29.33	30.21	31.11	32.05	33.01
Senior Planner	1	25	65,293.00	68,558.00	71,986.00	75,585.00	77,852.00	80,187.00	82,593.00	85,071.00	87,623.00
			5,441.08	5,713.17	5,998.83	6,298.75	6,487.67	6,682.25	6,882.75	7,089.25	7,301.92
			31.39	32.96	34.61	36.34	37.43	38.55	39.71	40.90	42.13



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F2)

Touch Date: 09/17/19 & 10/15/19
Brief Date: 11/19/19
Action Date: 12/03/19

Department: Finance
Presented By: Aaron BeMiller

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

<input checked="" type="checkbox"/>	Dept. Head	11/6/19
<input checked="" type="checkbox"/>	Finance Director	11/6/19
<input checked="" type="checkbox"/>	Attorney	11/6/19
<input checked="" type="checkbox"/>	City Clerk	
<input checked="" type="checkbox"/>	City Manager	11/12/19

PROGRAM/PROJECT TITLE:
**2020 Regular and EMS Ad
Valorem Taxes**
ATTACHMENTS:
Ordinance No 1940-1019

<input checked="" type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

This business agenda item is an Ordinance to levy the City's regular and EMS levies for collection in 2020. This Ordinance will levy the statutory maximum Ad Valorem Tax (property tax) by taking last year's highest lawful levy amount as provided by the Mason County Assessor's Office and increasing it by the statutory 1% plus any new construction, refunds, state assessments, which are in addition to the 1% maximum increase. As such, the City's regular levy will increase 1.6% from the 2019 regular levy and 4.1% overall with the legal add-ons. The EMS levy will increase 0.9% from the 2019 regular levy and 3.4% overall with the legal add-ons.

ANALYSIS/OPTIONS/ALTERNATIVES:

While not recommended, the City Council could decide not to levy the full legal limit, which would negatively impact the General Fund revenue budget. This budget is built assuming a level of property tax revenue.

BUDGET/FISCAL INFORMATION:

The 2020 budget includes this information.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move to approve Ordinance No. 1940-1019, adopting the City of Shelton's 2020 Regular and EMS Ad Valorem Tax levies for collection in 2020."

ORDINANCE NO. 1940-1019

**AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, SETTING THE
AMOUNT OF THE ANNUAL AD VALOREM TAXES IN THE CITY OF SHELTON FOR
CALENDAR YEAR 2020**

WHEREAS, the City Council of the City of Shelton held properly noticed public hearings on September 17th, 2019 and October 15th, 2019 to consider the General Fund revenues and expenses for the 2020 budget; and

WHEREAS, the City Council of the City of Shelton held a properly noticed public hearing on October 15th, 2019 to consider the City of Shelton's Ad Valorem (Property) taxes for the 2020 calendar year, pursuant to RCW 84.55.120; and

WHEREAS, the City of Shelton's highest lawful regular levy amount from the previous year was \$2,052,080.28; and

WHEREAS, the City of Shelton's highest lawful EMS levy amount from the previous year was \$313,262.10; and

WHEREAS, the population of the City of Shelton is more than 10,000;

WHEREAS, the City Council, after duly considering all relevant evidence and testimony presented, determined that the City of Shelton requires a regular levy in the amount of \$2,123,600.65, which includes an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interests.

NOW, THEREFORE, be it ordained by the City Council of the City of Shelton, Washington, as follows:

Section 1.

A levy is authorized to be collected in 2020, with an increase in the City's 2019 highest lawful levy of the statutory 1% for collections in 2020, resulting in a dollar amount increase of \$32,858.72 or 1.610925% from the previous year's regular levy. The levy will be used to for the purpose of paying the general expenses of the City of Shelton municipal government and is calculated:

2019 Highest Lawful Levy	\$ 2,052,080.28
2019 Regular Levy	\$ 2,039,742.36
2020 Limit Factor of 1% on Highest Lawful Levy	\$ 2,072,601.08
<i>Dollar Increase from 2019 Regular Levy</i>	<i>\$ 32,858.72</i>
<i>Percent Increase from 2019 Regular Levy</i>	<i>1.610925%</i>
Legally allowed add-on's in addition to the 1% statutory limit	
New Construction	49,805.87
State Assessed Property	1,193.70
Subtotal allowable add-ons	50,999.57
2020 Regular Property Tax	\$ 2,123,600.65
<i>Dollar Increase including add-on's</i>	<i>\$ 83,858.29</i>
<i>Percent Increase including add-on's</i>	<i>4.1112%</i>

This Ordinance reserves unutilized levy from any add-ons such as changes to new construction or state utilities, refunds, and any changes resulting from the Mason County Assessor's Office finalization of the preliminary levy amounts provided to the City of Shelton in their letter dated October 25, 2019.

Section 2.

An EMS levy is authorized to be collected in 2020, with an increase in the EMS 2019 highest lawful levy of the statutory 1% for collections in 2020, resulting in a dollar amount increase of \$2,826.72 or 0.901470% from the previous year's regular EMS levy. The levy will be used to for the purpose of paying the general expenses of the City of Shelton municipal government and is calculated:

2019 Highest Lawful Levy	\$ 313,262.10
2019 Regular Levy	\$ 313,568.00
2020 Limit Factor of 1% on Highest Lawful Levy	\$ 316,394.72
<i>Dollar Increase from 2019 Regular Levy</i>	<i>\$ 2,826.72</i>
<i>Percent Increase from 2019 Regular Levy</i>	<i>0.901470%</i>
Legally allowed add-on's in addition to the 1% statutory limit	
New Construction	7,656.62
State Assessed Property	183.51
Subtotal allowable add-ons	7,840.13
2020 EMS Property Tax	\$ 324,234.85
<i>Dollar Increase including add-on's</i>	<i>\$ 10,666.85</i>
<i>Percent Increase including add-on's</i>	<i>3.4018%</i>

This Ordinance reserves unutilized levy from any add-ons such as changes to new construction or state utilities, refunds, and any changes resulting from the Mason County Assessor's Office finalization of the preliminary levy amounts provided to the City of Shelton in their letter dated October 25, 2019.

Section 3.

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 4.

This ordinance shall become effective five days from the date of passage and publication.

INTRODUCED the 19th day of November 2019.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 3rd day of December 2019, the following Council being present and voting in favor of this ordinance.

ATTEST:

Mayor Rogers

City Clerk

Deputy Mayor Peterson

Councilmember Cronic

Councilmember Dorcy

Councilmember McDowell

Councilmember Onisko

Councilmember Schmit



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F3)

Touch Date: 09/17/19 & 10/15/19
Brief Date: 11/19/19
Action Date: 12/03/19

Department: Finance
Presented By: Aaron BeMiller

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

<input checked="" type="checkbox"/>	Dept. Head	<u>11/6/19</u>
<input checked="" type="checkbox"/>	Finance Director	<u>11/6/19</u>
<input checked="" type="checkbox"/>	Attorney	<u>11/6/19</u>
<input checked="" type="checkbox"/>	City Clerk	<u>11/6/19</u>
<input checked="" type="checkbox"/>	City Manager	<u>11/12/19</u>

PROGRAM/PROJECT TITLE:

2020 Budget

ATTACHMENTS:

Ordinance No. 1941-1019

<input checked="" type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	Motion
<input type="checkbox"/>	Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

This business agenda item is an Ordinance for the adoption of the City's 2020 annual budget. The proposed budget totals \$30,367,880 for all funds and includes \$12,290,690 for the General Fund. The 2020 budget was proposed to Council on October 15th and public hearings were held on September 17, 2019 and October 15, 2019 to allow residents, businesses, and other interested parties a chance to comment on the budget. The Council has held two study sessions on the information included in the budget. By law, the 2020 budget as proposed (or as amended) must be adopted by the end of December.

ANALYSIS/OPTIONS/ALTERNATIVES:

BUDGET/FISCAL INFORMATION:

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move to approve Ordinance No. 1941-1019, adopting the City of Shelton's 2020 annual budget."

ORDINANCE NO. 1941-1019

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, ADOPTING THE BUDGET FOR THE YEAR ENDING DECEMBER 31, 2020

WHEREAS, a copy of the proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of the City of Shelton for the year ending December 31, 2020 has been placed on file with the City Clerk and a notice was published that the City Council of the City of Shelton would meet on the 17th day of September, 2019 at approximately 6:00 PM, and on the 15th day of October, 2019 at approximately 6:00 PM, at the Civic Center Building of the City of Shelton for the purpose of holding a public hearing on the 2020 proposed budget.

WHEREAS, Tax estimates and the proposed budget for the City of Shelton, Washington, for the calendar year ending December 31, 2020 have been prepared and filed as provided by law, and the proposed budget has been printed and distributed.

WHEREAS, Notice was published that the City Council of the City of Shelton would meet on November 19th, 2019 and December 3rd, 2019 to adopt a budget for the year ending December 31, 2020 and giving the public an opportunity to be heard upon said budget; and

WHEREAS, the City Council did meet and did then consider the matter of said proposed budget; and

WHEREAS, the said proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Shelton for the purposes set forth in said budget, and the estimated expenditures set forth in said budget, being all necessary to carry on the government of said City for said year and being sufficient to meet the various needs of said City during said period.

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

Section 1.

The 2020 Budget for the City of Shelton, Washington, for the calendar year 2020, as summarized in Exhibit "A" and as set forth in the 2020 Proposed Budget, are hereby appropriated and adopted at the fund level in its final form and content and is on file in the Office of the City Clerk.

Section 2.

Budgeted resources including fund balances supporting the budgeted expense appropriations for each separate fund of the City of Shelton, Washington, for the calendar year 2020 are set forth and summarized in Exhibit "B" below.

Section 3.

City administration shall administer the adopted budget and may authorize expenditures, appropriations, and transfers as provided by law.

Section 4.

The City Clerk is directed to transmit a certified copy of the budget hereby adopted to the Office of the State Auditor and to the Association of Washington Cities.

Section 5.

The Legislature having given authority over the budget to the City Council, this shall take effect five days after its passage and approval as required by law.

INTRODUCED the 19th day of November, 2019.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 3rd day of December, 2019, the following Council members being present and voting in favor of this ordinance.

Mayor Rogers

Deputy Mayor Peterson

Councilmember Cronic

Councilmember Dorcy

Councilmember McDowell

Councilmember Onisko

Councilmember Schmit

ATTEST:

City Clerk

City of Shelton 2020 Budget
Exhibit A

Fund	2020 Budgeted Expenditure
General Fund	\$ 12,290,690
Street Fund	2,280,650
Tourism Fund	59,130
Bond Fund	184,490
Capital Improvement Fund	2,138,630
Water Fund	3,720,740
Sewer Fund	5,777,330
Solid Waste Fund	1,459,020
Storm Drainage Fund	1,275,710
Payroll Benefits Fund	219,200
Equipment Maint & Rental Fund	863,720
Firefighters Pension Fund	98,570
Library Endowment Fund	-
Total City-Wide	\$ 30,367,880

City of Shelton 2020 Budget
Exhibit B

Fund	Estimated Beginning Fund Balance	2020 Budgeted Revenue	2020 Budgeted Expenditure	Estimated Ending Fund Balance	Fund Balance \$ Change	Fund Balance % Change
General Fund	\$ 2,938,850	\$ 12,290,690	\$ 12,290,690	\$ 2,938,850	\$ -	0.0%
Street Fund	1,250,440	1,476,010	2,280,650	445,800	(804,640)	-64.3%
Tourism Fund	113,870	51,700	59,130	106,440	(7,430)	-6.5%
Bond Fund	14,480	184,490	184,490	14,480	-	0.0%
Capital Improvement Fund	1,000,330	2,400,500	2,138,630	1,262,200	261,870	26.2%
Water Fund	2,403,350	2,474,090	3,720,740	1,156,700	(1,246,650)	-51.9%
Sewer Fund	3,103,640	6,010,930	5,777,330	3,337,240	233,600	7.5%
Solid Waste Fund	989,030	470,000	1,459,020	10	(989,020)	-100.0%
Storm Drainage Fund	457,280	1,265,000	1,275,710	446,570	(10,710)	-2.3%
Payroll Benefits Fund	193,180	206,700	219,200	180,680	(12,500)	-6.5%
Equipment Maint & Rental Fund	856,910	736,610	863,720	729,800	(127,110)	-14.8%
Firefighters Pension Fund	652,830	168,970	98,570	723,230	70,400	10.8%
Library Endowment Fund	120,090	2,700	-	122,790	2,700	2.2%
Total City-Wide	\$ 14,094,280	\$ 27,738,390	\$ 30,367,880	\$ 11,464,790	\$ (2,629,490)	-18.7%



CITY OF SHELTON COUNCIL BRIEFING REQUEST (Agenda Item F4)

Touch Date: CM Briefing
Brief Date: 11/19/2019
Action Date: 12/03/2019

Department: Finance
Presented By: Aaron BeMiller

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

B&O Model Ordinance



Ordinance



Resolution



Motion



Other

<input checked="" type="checkbox"/>	Dept. Head	11/7/19
<input checked="" type="checkbox"/>	Finance Director	11/7/19
<input checked="" type="checkbox"/>	Attorney	11/7/19
<input checked="" type="checkbox"/>	City Clerk	11/7/19
<input checked="" type="checkbox"/>	City Manager	11/12/19

ATTACHMENTS:

Ordinance No. 1945-1019

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

To create a certain degree of uniformity for businesses operating with Washington State, all cities and towns levying a B&O tax MUST adopt the provisions of the statewide model B&O tax Ordinance. These changes are mandatory for the City to continue receiving B&O collections.

This Ordinance will update Shelton Municipal Code 3.52 and includes new and/or updated definitions of engaging in business and service income apportionment, as well as technical changes as provided in HB 1403. The last major update to the B&O Model Ordinance was in 2013.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

N/A

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

I move to approve Ordinance 1945-1019 as submitted updating Section 3.52 of the Shelton Municipal Code.

ORDINANCE NO. 1945-1019

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, RELATING TO BUSINESS AND OCCUPATION TAX; AMENDING SHELTON MUNICIPAL CODE CHAPTER 3.52 ENTITLED “BUSINESS AND OCCUPATION TAX” MAKING CHANGES TO THE PROCEDURES FOR THE ASSESSMENT AND COLLECTION OF BUSINESS AND OCCUPATION TAXES.

WHEREAS, the City of Shelton WA, adopted the Model Ordinance for future assessment and collection of business and occupation taxes as required by all municipal governments assessing business and occupation tax; and

WHEREAS, the intent of the Model Ordinance is to provide uniformity between cities for business and occupation tax rules; and

WHEREAS, the State Legislature has made updates to the Model Ordinance which need to be adopted by all cities assessing business and occupation tax through an Ordinance prior to the end of the current calendar year; and

WHEREAS, these updates to the Model Ordinance begin January, 1 2020, any outstanding taxes due from previous years fall under Section 3.52 of the Shelton Municipal Code and Model Ordinance in effect and active for those years; and

NOW, THEREFORE, be it ordained by the City Council of the City of Shelton, Washington, as follows:

Section 1. Chapter 3.52 of the Shelton Municipal Code Business and Occupation Tax

3.52.020 Exercise of revenue license power.

The provisions of this chapter shall be deemed an exercise of the power of the city of Shelton to license for revenue. The provisions of this chapter are subject to periodic statutory or administrative rule changes or judicial interpretations of the ordinances or rules. The responsibility rests with the licensee or taxpayer to reconfirm tax computation procedures and remain in compliance with the city code. (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007: Ord. 1630-1004 § 1 (part), 2004: Ord. 1625-0804 § 1 (part), 2004)

3.52.028 Administrative provisions.

The administrative provisions contained in Chapter [3.10](#) shall be fully applicable to the provisions of this chapter except as expressly stated to the contrary herein. (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007: Ord. 1630-1004 § 1 (part), 2004: Ord. 1625-0804 § 1 (part), 2004)

3.52.030 Definitions.

In construing the provisions of this chapter, the following definitions shall be applied. Words in the singular number shall include the plural, and the plural shall include the singular.

A. Advance, Reimbursement.

1. "Advance" means money or credits received by a taxpayer from a customer or client with which the taxpayer is to pay costs or fees on behalf of the customer or client.

2. "Reimbursement" means money or credits received from a customer or client to repay the taxpayer for money or credits expended by the taxpayer in payment of costs or fees of the client.

B. Agricultural Product, Farmer.

1. "Agricultural product" means any product of plant cultivation or animal husbandry including, but not limited to: a product of horticulture, grain cultivation, vermiculture, viticulture, or aquaculture as defined in RCW [15.85.020](#); plantation Christmas trees; turf; or any animal including but not limited to an animal that is a private sector cultured aquatic product as defined in RCW [15.85.020](#), or a bird, or insect, or the substances obtained from such an animal. "Agricultural product" does not include animals intended to be pets.

2. "Farmer" means any person engaged in the business of growing or producing, upon the person's own lands or upon the lands in which the person has a present right of possession, any agricultural product whatsoever for sale. "Farmer" does not include a person using such products as ingredients in a manufacturing process, or a person growing or producing such products for the person's own consumption. "Farmer" does not include a person selling any animal or substance obtained therefrom in connection with the person's business of operating a stockyard or a slaughter or packing house. "Farmer" does not include any person in respect to the business of taking, cultivating, or raising timber.

C. "Business" includes all activities engaged in with the object of gain, benefit, or advantage to the taxpayer or to another person or class, directly or indirectly.

D. "Business and occupation tax" or "gross receipts tax" means a tax imposed on or measured by the value of products, the gross income of the business, or the gross proceeds of sales, as the case may be, and that is the legal liability of the business.

E. "Commercial or industrial use" means the following uses of products, including by-products, by the extractor or manufacturer thereof:

1. Any use as a consumer;
2. The manufacturing of products including articles, substances or commodities.

F. "Competitive telephone service" means the providing by any person of telecommunications equipment or apparatus, or service related to that equipment or apparatus such as repair or maintenance service, if the equipment or apparatus is of a type which can be provided by persons that are not subject to regulation as telephone companies under RCW Title [80](#) and for which a separate charge is made.

G. "Consumer" means the following:

1. Any person who purchases, acquires, owns, holds, or uses any tangible or intangible personal property irrespective of the nature of the person's business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for a consumer other than for the purpose of:

- a. Resale as tangible or intangible personal property in the regular course of business;

- b. Incorporating such property as an ingredient or component of real or personal property when installing, repairing, cleaning, altering, imprinting, improving, constructing, or decorating such real or personal property of or for consumers;
 - c. Incorporating such property as an ingredient or component of a new product or as a chemical used in processing a new product when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new product; or
 - d. Consuming the property in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon;
- 2. Any person engaged in any business activity taxable under Section [3.52.050](#);
 - 3. Any person who purchases, acquires, or uses any competitive telephone service as herein defined, other than for resale in the regular course of business;
 - 4. Any person who purchases, acquires, or uses any personal, business, or professional service defined as a retail sale in subsection DD of this section, other than for resale in the regular course of business;
 - 5. Any person who is an end user of software;
 - 6. Any person engaged in the business of public road construction in respect to tangible personal property when that person incorporates the tangible personal property as an ingredient or component of a publicly owned street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle by installing, placing or spreading the property in or upon the right-of-way of a publicly owned street, place, road, highway, easement, bridge, tunnel, or trestle or in or upon the site of a publicly owned mass public transportation terminal or parking facility;
 - 7. Any person who is an owner, lessee or has the right of possession to or an easement in real property which is being constructed, repaired, decorated, improved, or otherwise altered by a person engaged in business;
 - 8. Any person who is an owner, lessee, or has the right of possession to personal property which is being constructed, repaired, improved, cleaned, imprinted, or otherwise altered by a person engaged in business;
 - 9. Any person engaged in government contracting. Any such person shall be a consumer within the meaning of this subsection in respect to tangible personal property incorporated into, installed in, or attached to such building or other structure by such person;

Nothing contained in this or any other subsection of this section shall be construed to modify any other definition of “consumer.”

H. “Delivery” means the transfer of possession of tangible personal property between the seller and buyer or the buyer’s representative. Delivery to an employee of the buyer is considered delivery to the buyer. Transfer of possession of tangible personal property occurs when the buyer or the buyer’s representative first takes physical control of the property or exercises dominion and control over the property. “Dominion and control” means the buyer has the ability to put the property to the buyer’s own purposes. It means the buyer or the buyer’s representative has made the final decision to accept or reject the property, and the seller has no further right to possession of the property and the buyer has no right to return the property to the seller, other than under a warranty contract. A buyer does not

exercise dominion and control over the tangible personal property merely by arranging for shipment of the property from the seller to itself. A buyer's representative is a person, other than an employee of the buyer, who is authorized in writing by the buyer to receive tangible personal property and take dominion and control by making the final decision to accept or reject the property. Neither a shipping company nor the seller can serve as a buyer's representative. It is immaterial where the contact of sale is negotiated or where the buyer obtains title to the property. Delivery terms and other provisions of the Uniform Commercial Code (RCW Title [62A](#)) do not determine when or where delivery of tangible personal property occurs for purpose of taxation.

I. "Director" means the director of financial services for the city or any officer, agent or employee of the city designated to act on the director's behalf.

J. "Digital automated service," "digital code," and "digital goods" have the same meaning as in RCW [82.04.192](#).

K. "Digital products" means digital goods, digital codes, digital automated services, and the services described in RCW [82.04.050](#)(2)(g) and (6)(b).

L. "Eligible gross receipts tax" means a tax which:

1. Is imposed on the act or privilege of engaging in business activities within Section [3.52.050](#); and
2. Is measured by the gross volume of business in terms of gross receipts and is not an income tax or value added tax; and
3. Is not, pursuant to law or custom, separately stated from the sales price; and
4. Is not a sales or use tax, business license fee, franchise fee, royalty or severance tax measured by volume or weight, or concession charge, or payment for the use and enjoyment of property, property right or a privilege; and
5. Is a tax imposed by a local jurisdiction, whether within or without the state of Washington, and not by a country, state, province, or any other non-local jurisdiction above the county level.

M. Engaging in Business.

1. The term "engaging in business" means commencing, conducting, or continuing in business, and also the exercise of corporate or franchise powers, as well as liquidating a business when the liquidators thereof hold themselves out to the public as conducting such business.
2. This section sets forth examples of activities that constitute engaging in business in the city, and establishes safe harbors for certain of those activities so that a person who meets the criteria may engage in de minimis business activities in the city without having to register and obtain a business license or pay city business and occupation taxes. The activities listed in this section are illustrative only and are not intended to narrow the definition of "engaging in business" in subsection (M)(1) of this section. If an activity is not listed, whether it constitutes engaging in business in the city shall be determined by considering all the relevant facts and circumstances and applicable law.
3. Without being all inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker or another acting on its behalf constitutes engaging in business and requires a person to register and obtain a business license:

- a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.
- b. Owning, renting, leasing, using, or maintaining, an office, place of business, or other establishment in the city.
- c. Soliciting sales.
- d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.
- e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.
- f. Installing, constructing, or supervising installation or construction of, real or tangible personal property.
- g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.
- h. Collecting current or delinquent accounts.
- i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.
- j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.
- k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and other sports organizations, chemists, consultants, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, and veterinarians.
- l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.
- m. Training or recruiting employees, agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.
- n. Investigating, resolving, or otherwise assisting in resolving customer complaints.
- o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.
- p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

4. If a person, or its employee, agent, representative, independent contractor, broker or another acting on the person's behalf, engages in no other activities in or with the city but the following, it need not register and obtain a business license and pay tax:

- a. Meeting with suppliers of goods and services as a customer.
 - b. Meeting with government representatives in their official capacity, other than those performing contracting or purchasing functions.
 - c. Attending meetings, such as board meetings, retreats, seminars, and conferences, or other meetings wherein the person does not provide training in connection with tangible personal property sold by the person or on its behalf. This provision does not apply to any board of directors member or attendee engaging in business such as a member of a board of directors who attends a board meeting.
 - d. Renting tangible or intangible property as a customer when the property is not used in the city.
 - e. Attending, but not participating in, a trade show or multiple vendor events. Persons participating at a trade show shall review the city's trade show or multiple vendor event ordinances.
 - f. Conducting advertising through the mail.
 - g. Soliciting sales by phone from a location outside the city.
5. A seller located outside the city merely delivering goods into the city by means of common carrier is not required to register and obtain a business license; provided, that it engages in no other business activities in the city. Such activities do not include those in subsection (M)(4) of this section. The city expressly intends that engaging in business include any activity sufficient to establish nexus for purposes of applying the tax under the law and the Constitutions of the United States and the state of Washington. Nexus is presumed to continue as long as the taxpayer benefits from the activity that constituted the original nexus generating contact or subsequent contacts.
- N. "Extracting" is the activity engaged in by an extractor and is reportable under the extracting classification.
- O. "Extractor" means every person who from the person's own land or from the land of another under a right or license granted by lease or contract, either directly or by contracting with others for the necessary labor or mechanical services, for sale or for commercial or industrial use, mines, quarries, takes or produces coal, oil, natural gas, ore, stone, sand, gravel, clay, mineral or other natural resource product; or fells, cuts or takes timber, Christmas trees, other than plantation Christmas trees, or other natural products; or takes fish, or takes, cultivates, or raises shellfish, or other sea or inland water foods or products. "Extractor" does not include persons performing under contract the necessary labor or mechanical services for others; or persons meeting the definition of farmer in subsection B of this section.
- P. "Extractor for hire" means a person who performs under contract necessary labor or mechanical services for an extractor.
- Q. "Gross income of the business" means the value proceeding or accruing by reason of the transaction of the business engaged in and includes gross proceeds of sales, compensation for the rendition of services, gains realized from trading in stocks, bonds, or other evidences of indebtedness, interest, discount, rents, royalties, fees, commissions, dividends, and other emoluments however designated, all without any deduction on account of the cost of tangible property sold, the cost of materials used, labor costs, interest, discount, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

R. "Gross proceeds of sales" means the value proceeding or accruing from the sale of tangible personal property, digital goods, digital codes, digital automated services or for other services rendered, without any deduction on account of the cost of property sold, the cost of materials used, labor costs, interest, discount paid, delivery costs, taxes, or any other expense whatsoever paid or accrued and without any deduction on account of losses.

S. "In this city" or "within this city" includes all federal areas lying within the corporate city limits of the city of Shelton.

T. "Manufacturing" means the activity conducted by a manufacturer and is reported under the manufacturing classification.

U. Manufacturer, To Manufacture.

1. "Manufacturer" means every person who, either directly or by contracting with others for the necessary labor or mechanical services, manufactures for sale or for commercial or industrial use from the person's own materials or ingredients any products. When the owner of equipment or facilities furnishes, or sells to the customer prior to manufacture, materials or ingredients equal to less than twenty percent (20%) of the total value of all materials or ingredients that become a part of the finished product, the owner of the equipment or facilities will be deemed to be a processor for hire and not a manufacturer. (A business not located in this city that is the owner of materials or ingredients processed for it in this city by a processor for hire shall be deemed to be engaged in business as a manufacturer in this city.)

2. "To manufacture" means all activities of a commercial or industrial nature wherein labor or skill is applied, by hand or machinery, to materials or ingredients so that as a result thereof a new, different or useful product is produced for sale or commercial or industrial use, and shall include:

- a. The production of special-made or custom-made articles;
- b. The production of dental appliances, devices, restorations, substitutes, or other dental laboratory products by a dental laboratory or dental technician;
- c. Crushing and/or blending of rock, sand, stone, gravel, or ore; and
- d. The producing of articles for sale, or for commercial or industrial use from raw materials or prepared materials by giving such materials, articles, and substances of trade or commerce new forms, qualities, properties or combinations including, but not limited to, such activities as making, fabricating, processing, refining, mixing, slaughtering, packing, aging, curing, mild curing, preserving, canning, and the preparing and freezing of fresh fruits and vegetables.

"To manufacture" shall not include the production of digital goods or the production of computer software if the computer software is delivered from the seller to the purchaser by means other than tangible storage media, including the delivery by use of a tangible storage media where the tangible storage media is not physically transferred to the purchaser.

V. Newspaper, Magazine, Periodical. "Newspaper" means a publication offered for sale regularly at stated intervals at least once a week and printed on newsprint in tabloid or broadsheet format folded loosely together without stapling, glue, or any other binding of any kind. "Magazine" or "periodical" means any printed publication, other than a newspaper, issued and offered for sale regularly at stated intervals at least once every three months, including any supplement or special edition of the publication. Any publication meeting this definition qualifies regardless of its content.

W. "Nonprofit corporation" or "nonprofit organization" means a corporation or organization in which no part of the income can be distributed to its members, directors, or officers and that holds a current tax exempt status as provided under Section 501(c)(3) of the Internal Revenue Code, as hereafter amended, or is specifically exempted from the requirement to apply for its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, as hereafter amended. Where the term "nonprofit organization" is used, it is meant to include a nonprofit corporation.

X. "Office" or "place of business" means a fixed location or permanent facility where the regular business of the person is conducted and which is either owned by the person or over which the person exercises legal dominion and control. The regular business of the person is presumed conducted at a location:

1. Whose address the person uses as its business mailing address;
2. Where the place of primary use is shown on a telephone billing or a location containing a telephone line listed in a public telephone directory or other similar publication under the business name; and
3. Where the person holds itself out to the general public as conducting its regular business through signage or other means; and
4. Where the person is required to obtain any appropriate state and local business license or registration unless he/she is exempted by law from such requirement.

A vehicle such as a pick-up, van, truck, boat or other motor vehicle is not an office or place of business. A post office box is not an office or place of business. If a person has an office or place of business, the person's home is not an office or place of business unless it meets the criteria for office or place of business above. If a person has no office or place of business, the person's home or apartment within the city will be deemed the place of business.

Y. "Person" means any individual, receiver, administrator, executor, assignee, trustee in bankruptcy, trust, estate, firm, co-partnership, joint venture, club, company, joint stock company, business trust, municipal corporation, political subdivision of the state of Washington, corporation, limited liability company, association, society, or any group of individuals acting as a unit, whether mutual, cooperative, fraternal, nonprofit, or otherwise and the United States or any instrumentality thereof.

Z. Precious Metal Bullion or Monetized Bullion.

1. "Precious metal bullion" means any precious metal which has been put through a process of smelting or refining, including, but not limited to, gold, silver, platinum, rhodium, and palladium, and which is in such state or condition that its value depends upon its contents and not upon its form.
2. For purposes of this section, "monetized bullion" means coins or other forms of money manufactured from gold, silver, or other metals and heretofore, now, or hereafter used as a medium of exchange under the laws of this state, the United States, or any foreign nation, but does not include coins or money sold to be manufactured into jewelry or works of art.

AA. "Processing for hire" means the performance of labor and mechanical services upon materials or ingredients belonging to others so that as a result a new, different or useful product is produced for sale, or commercial or industrial use. A processor for hire is any person who would be a manufacturer if that person were performing the labor and mechanical services upon that person's own materials or ingredients. If a person furnishes, or sells to the customer prior to manufacture, materials or ingredients

equal to twenty percent or more of the total value of all materials or ingredients that become a part of the finished product the person will be deemed to be a manufacturer and not a processor for hire.

BB. Product, By-product.

1. "Product" means tangible personal property, including articles, substances, or commodities created, brought forth, extracted, or manufactured by human or mechanical effort.
2. "By-product" means any additional product, other than the principal or intended product, which results from extracting or manufacturing activities and which has a market value, without regard to whether or not such additional product was an expected or intended result of the extracting or manufacturing activities.

CC. "Retailing" means the activity of engaging in making sales at retail and is reported under the retailing classification.

DD. "Retail service" shall include the sale of or charge made for personal, business, or professional services including amounts designated as interest, rents, fees, admission, and other service emoluments however designated, received by persons engaging in the following business activities:

1. Amusement and recreation services including but not limited to golf, pool, billiards, skating, bowling, swimming, bungee jumping, ski lifts and tows, basketball, racquet ball, handball, squash, tennis, batting cages, day trips for sightseeing purposes, and others, when provided to consumers. "Amusement and recreation services" also include the provision of related facilities such as basketball courts, tennis courts, handball courts, swimming pools, and charges made for providing the opportunity to dance. The term "amusement and recreation services" does not include instructional lessons to learn a particular activity such as tennis lessons, swimming lessons, or archery lessons;
2. Abstract, title insurance, and escrow services;
3. Credit bureau services;
4. Automobile parking and storage garage services;
5. Landscape maintenance and horticultural services but excluding (a) horticultural services provided to farmers and (b) pruning, trimming, repairing, removing, and clearing of trees and brush near electric transmission or distribution lines or equipment, if performed by or at the direction of an electric utility;
6. Service charges associated with tickets to professional sporting events;
7. The following personal services: physical fitness services, tanning salon services, tattoo parlor services, steam bath services, Turkish bath services, escort services, and dating services.
8. The term shall also include the renting or leasing of tangible personal property to consumers and the rental of equipment with an operator.

EE. "Royalties" means compensation for the use of intangible property, such as copyrights, patents, licenses, franchises, trademarks, trade names, and similar items.

FF. Sale, Casual or Isolated Sale.

1. "Sale" means any transfer of the ownership of, title to, or possession of property for a valuable consideration and includes any activity classified as a "sale at retail," or "retail sale," or "retail service." It includes renting or leasing, conditional sale contracts, leases with option to purchase, and any contract

under which possession of the property is given to the purchaser but title is retained by the vendor as security for the payment of the purchase price. It also includes the furnishing of food, drink, or meals for compensation whether consumed upon the premises or not.

2. “Casual or isolated sale” means a sale made by a person who is not engaged in the business of selling the type of property involved on a routine or continuous basis.

GG. Sale at Retail, Retail Sale.

1. “Sale at retail” or “retail sale” means every sale of tangible personal property (including articles produced, fabricated, or imprinted) to all persons irrespective of the nature of their business and including, among others, without limiting the scope hereof, persons who install, repair, clean, alter, improve, construct, or decorate real or personal property of or for consumers, other than a sale to a person who presents a resale certificate under RCW [82.04.470](#) and who:

a. Purchases for the purpose of resale as tangible personal property in the regular course of business without intervening use by such person; or

b. Installs, repairs, cleans, alters, imprints, improves, constructs, or decorates real or personal property of or for consumers, if such tangible personal property becomes an ingredient or component of such real or personal property without intervening use by such person; or

c. Purchases for the purpose of consuming the property purchased in producing for sale a new article of tangible personal property or substance, of which such property becomes an ingredient or component or is a chemical used in processing, when the primary purpose of such chemical is to create a chemical reaction directly through contact with an ingredient of a new article being produced for sale; or

d. Purchases for the purpose of consuming the property purchased in producing ferrosilicon which is subsequently used in producing magnesium for sale, if the primary purpose of such property is to create a chemical reaction directly through contact with an ingredient of ferrosilicon; or

e. Purchases for the purpose of providing the property to consumers as part of competitive telephone service, as defined in RCW [82.04.065](#). The term shall include every sale of tangible personal property which is used or consumed or to be used or consumed in the performance of any activity classified as a “sale at retail” or “retail sale” even though such property is resold or utilized as provided in subsection (GG)(1)(a), (b), (c), (d), or (e) of this section following such use.

f. Purchases for the purpose of satisfying the person’s obligations under an extended warranty as defined in subsection (GG)(7) of this section, if such tangible personal property replaces or becomes an ingredient or component of property covered by the extended warranty without intervening use by such person.

2. “Sale at retail” or “retail sale” also means every sale of tangible personal property to persons engaged in any business activity which is taxable under Section [3.52.050](#).

3. “Sale at retail” or “retail sale” shall include the sale of or charge made for tangible personal property consumed and/or for labor and services rendered in respect to the following:

a. The installing, repairing, cleaning, altering, imprinting, or improving of tangible personal property of or for consumers, including charges made for the mere use of facilities in respect thereto, but excluding charges made for the use of coin-operated laundry facilities when such facilities are situated in an

apartment house, rooming house, or mobile home park for the exclusive use of the tenants thereof, and also excluding sales of laundry service to nonprofit health care facilities, and excluding services rendered in respect to live animals, birds and insects;

b. The constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for consumers, including the installing or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation, and shall also include the sale of services or charges made for the clearing of land and the moving of earth excepting the mere leveling of land used in commercial farming or agriculture;

c. The charge for labor and services rendered in respect to constructing, repairing, or improving any structure upon, above, or under any real property owned by an owner who conveys the property by title, possession, or any other means to the person performing such construction, repair, or improvement for the purpose of performing such construction, repair, or improvement and the property is then reconveyed by title, possession, or any other means to the original owner;

d. The sale of or charge made for labor and services rendered in respect to the cleaning, fumigating, razing or moving of existing buildings or structures, but shall not include the charge made for janitorial services; and for purposes of this section the term “janitorial services” shall mean those cleaning and caretaking services ordinarily performed by commercial janitor service businesses including, but not limited to, wall and window washing, floor cleaning and waxing, and the cleaning in place of rugs, drapes and upholstery. The term “janitorial services” does not include painting, papering, repairing, furnace or septic tank cleaning, snow removal or sandblasting;

e. The sale of or charge made for labor and services rendered in respect to automobile towing and similar automotive transportation services, but not in respect to those required to report and pay taxes under Chapter [82.16](#) RCW;

f. The sale of and charge made for the furnishing of lodging and all other services, except telephone business and cable service, by a hotel, rooming house, tourist court, motel, trailer camp, and the granting of any similar license to use real property, as distinguished from the renting or leasing of real property, and it shall be presumed that the occupancy of real property for a continuous period of one month or more constitutes a rental or lease of real property and not a mere license to use or enjoy the same. For the purposes of this subsection, it shall be presumed that the sale of and charge made for the furnishing of lodging for a continuous period of one month or more to a person is a rental or lease of real property and not a mere license to enjoy the same;

g. The installing, repairing, altering, or improving of digital goods for consumers;

h. The sale of or charge made for tangible personal property, labor and services to persons taxable under subsections (GG)(3)(a), (b), (c), (d), (e), (f), and (g) of this section when such sales or charges are for property, labor and services which are used or consumed in whole or in part by such persons in the performance of any activity defined as a “sale at retail” or “retail sale” even though such property, labor and services may be resold after such use or consumption. Nothing contained in this subsection shall be construed to modify subsection (GG)(1) of this section and nothing contained in subsection (GG)(1) of this section shall be construed to modify this subsection.

4. “Sale at retail” or “retail sale” shall also include the providing of competitive telephone service to consumers.

5. “Sale at retail” or “retail sale” shall also include the sale of prewritten software other than a sale to a person who presents a resale certificate under RCW [82.04.470](#), regardless of the method of delivery to the end user. For purposes of this subsection (GG)(5) the sale of prewritten computer software includes the sale of or charge made for a key or an enabling or activation code, where the key or code is required to activate prewritten computer software and put the software into use. There is no separate sale of the key or code from the prewritten computer software, regardless of how the sale may be characterized by the vendor or by the purchaser.

The term “sale at retail” or “retail sale” does not include the sale of or charge made for:

- a. Custom software; or
- b. The customization of prewritten software.
- i. The term also includes the charge made to consumers for the right to access and use prewritten computer software, where possession of the software is maintained by the seller or a third party, regardless of whether the charge for the service is on a per use, per user, per license, subscription, or some other basis.

(A) The service described in subsection (GG)(5)(a)(i) of this section includes the right to access and use prewritten software to perform data processing.

(B) For purposes of subsection (GG)(5)(a)(i) “data processing” means the systematic performance of operations on data to extract the required information in an appropriate form or to convert the data to usable information. Data processing includes check processing, image processing, form processing, survey processing, payroll processing, claim processing, and similar activities.

6. “Sale at retail” or “retail sale” shall also include the sale of or charge made for labor and services rendered in respect to the building, repairing, or improving of any street, place, road, highway, easement, right-of-way, mass public transportation terminal or parking facility, bridge, tunnel, or trestle which is owned by a municipal corporation or political subdivision of the state or by the United States and which is used or to be used primarily for foot or vehicular traffic including mass transportation vehicles of any kind.

7. “Sale at retail” or “retail sale” shall also include the sale of or charge made for an extended warranty to a customer. For purposes of this subsection, “extended warranty” means an agreement for a specified duration to perform the replacement or repair of tangible personal property at no additional charge or a reduced charge for tangible personal property, labor, or both, or to provide indemnification for the replacement or repair of tangible personal property, based upon the occurrence of specified events. The term “extended warranty” does not include an agreement, otherwise meeting the definition of extended warranty in this section, if no separate charge is made for the agreement and the value of the agreement is included in the sales price of the tangible personal property covered by the agreement.

8. “Sale at retail” or “retail sale” shall also include the sale of or charge made for labor and services rendered in respect to the constructing, repairing, decorating, or improving of new or existing buildings or other structures under, upon, or above real property of or for the United States, any instrumentality thereof, or a county or city housing authority created pursuant to Chapter [35.82](#) RCW, including the installing, or attaching of any article of tangible personal property therein or thereto, whether or not such personal property becomes a part of the realty by virtue of installation (public road construction).

9. “Sale at retail” or “retail sale” shall not include the sale of services or charges made for the clearing of land and the moving of earth of or for the United States, any instrumentality thereof, or a county or city housing authority. Nor shall the term include the sale of services or charges made for cleaning up for the United States, or its instrumentalities, radioactive waste and other by-products of weapons production and nuclear research and development (government contracting).

10. “Sale at retail” or “retail sale” shall not include the sale of or charge made for labor and services rendered for environmental remedial action.

11. “Sale at retail” or “retail sale” shall also include the following sales to consumers of digital goods, digital codes, and digital automated services:

- a. Sales in which the seller has granted the purchaser the right of permanent use;
- b. Sales in which the seller has granted the purchaser a right of use that is less than permanent;
- c. Sales in which the purchaser is not obligated to make continued payment as a condition of the sale; and
- d. Sales in which the purchaser is obligated to make continued payment as a condition of the sale.

A retail sale of digital goods, digital codes, or digital automated services under this subsection (GG)(11) includes any services provided by the seller exclusively in connection with the digital goods, digital codes, or digital automated services, whether or not a separate charge is made for such services.

For purposes of this subsection, “permanent” means perpetual or for an indefinite or unspecified length of time. A right of permanent use is presumed to have been granted unless the agreement between the seller and the purchaser specifies or the circumstances surrounding the transaction suggest or indicate that the right to use terminates on the occurrence of a condition subsequent.

12. “Sale at retail” or “retail sale” shall also include the installing, repairing, altering, or improving of digital goods for consumers.

HH. “Sale at wholesale” or “wholesale sale” means any sale of tangible personal property, digital goods, digital codes, digital automated services, prewritten computer software, or services described in subsection (GG)(5)(b)(i) of this section, which is not a retail sale, and any charge made for labor and services rendered for persons who are not consumers, in respect to real or personal property and retail services, if such charge is expressly defined as a retail sale when rendered to or for consumers. Sale at wholesale also includes the sale of telephone business to another telecommunications company as defined in RCW [80.04.010](#) for the purpose of resale, as contemplated by RCW [35.21.715](#).

II. “Services”. Include those activities that do not fall within one of the other tax classifications used by the City.

JJ. Software, Prewritten Software, Custom Software, Customization of Canned Software, Master Copies, Retained Rights.

1. “Prewritten software” or “canned software” means computer software, including prewritten upgrades, that is not designed and developed by the author or other creator to the specifications of a specific purchaser. The combining of two or more prewritten computer software programs or prewritten portions thereof does not cause the combination to be other than prewritten computer software. Prewritten computer software includes software designed and developed by the author or other creator to the specifications of a specific purchaser when it is sold to a person other than such

purchaser. Where a person modifies or enhances computer software of which such person is not the author or creator, the person shall be deemed to be the author or creator only of the person's modifications or enhancements. Prewritten computer software or a prewritten portion thereof that is modified or enhanced to any degree, where such modification or enhancement is designed and developed to the specifications of a specific purchaser, remains prewritten computer software; however, where there is a reasonable, separately stated charge or an invoice or other statement of the price given to the purchaser for the modification or enhancement, the modification or enhancement shall not constitute prewritten computer software.

2. "Custom software" means software created for a single person.

3. "Customization of canned software" means any alteration, modification, or development of applications using or incorporating canned software to specific individualized requirements of a single person. Customization of canned software includes individualized configuration of software to work with other software and computer hardware but does not include routine installation. Customization of canned software does not change the underlying character or taxability of the original canned software.

4. "Master copies" of software means copies of software from which a software developer, author, inventor, publisher, licensor, sublicensor, or distributor makes copies for sale or license. The software encoded on a master copy and the media upon which the software resides are both ingredients of the master copy.

5. "Retained rights" means any and all rights, including intellectual property rights such as those rights arising from copyrights, patents, and trade secret laws, that are owned or are held under contract or license by a software developer, author, inventor, publisher, licensor, sublicensor, or distributor.

6. "Software" means any information, program, or routine, or any set of one or more programs, routines, or collections of information used, or intended for use, to convey information that causes one or more computers or pieces of computer-related peripheral equipment, or any combination thereof, to perform a task or set of tasks. "Software" includes the associated documentation, materials, or ingredients regardless of the media upon which that documentation is provided, that describes the code and its use, operation, and maintenance and that typically is delivered with the code to the consumer. All software is classified as either canned or custom.

KK. "Taxpayer" means any person, as herein defined, required to have a business license under this chapter or liable for the collection of any tax or fee under this chapter, or who engages in any business or who performs any act for which a tax or fee is imposed by this chapter.

LL. "Tuition fee" includes library, laboratory, health service and other special fees, and amounts charged for room and board by an educational institution when the property or service for which such charges are made is furnished exclusively to the students or faculty of such institution. "Educational institution," as used in this section, means only those institutions created or generally accredited as such by the state and includes educational programs that such educational institution cosponsors with a nonprofit organization, as defined by the Internal Revenue Code Section 501(c)(3), if such educational institution grants college credit for coursework successfully completed through the educational program, or an approved branch campus of a foreign degree-granting institution in compliance with Chapter [28B.90](#) RCW, and in accordance with RCW [82.04.4332](#) or defined as a degree-granting institution under RCW [28B.85.010](#)(3) and accredited by an accrediting association recognized by the United States Secretary of Education, and offering to students an educational program of a general academic nature or those institutions which are not operated for profit and which are privately

endowed under a deed of trust to offer instruction in trade, industry, and agriculture, but not including specialty schools, business colleges, other trade schools, or similar institutions.

MM. “Value proceeding or accruing” means the consideration, whether money, credits, rights, or other property expressed in terms of money, a person is entitled to receive or which is actually received or accrued. The term shall be applied, in each case, on a cash-receipts or accrual basis according to which method of accounting is regularly employed in keeping the books of the taxpayer.

NN. Value of Products.

1. The value of products, including by-products, extracted or manufactured, shall be determined by the gross proceeds derived from the sale thereof whether such sale is at wholesale or at retail, to which shall be added all subsidies and bonuses received from the purchaser or from any other person with respect to the extraction, manufacture, or sale of such products or by-products by the seller.

2. Where such products, including by-products, are extracted or manufactured for commercial or industrial use; and where such products, including by-products, are shipped, transported or transferred out of the city, or to another person, without prior sale or are sold under circumstances such that the gross proceeds from the sale are not indicative of the true value of the subject matter of the sale; the value shall correspond as nearly as possible to the gross proceeds from sales in this state of similar products of like quality and character, and in similar quantities by other taxpayers, plus the amount of subsidies or bonuses ordinarily payable by the purchaser or by any third person with respect to the extraction, manufacture, or sale of such products. In the absence of sales of similar products as a guide to value, such value may be determined upon a cost basis. In such cases, there shall be included every item of cost attributable to the particular article or article extracted or manufactured, including direct and indirect overhead costs. The director may prescribe rules for the purpose of ascertaining such values.

3. Notwithstanding subsection (NN)(2) of this section, the value of a product manufactured or produced for purposes of serving as a prototype for the development of a new or improved product shall correspond to (a) the retail selling price of such new or improved product when first offered for sale; or (b) the value of materials incorporated into the prototype in cases in which the new or improved product is not offered for sale.

OO. “Wholesaling” means engaging in the activity of making sales at wholesale, and is reported under the wholesaling classification. (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007: Ord. 1630-1004 § 1 (part), 2004: Ord. 1625-0804 § 1 (part), 2004)

3.52.040 Agency sales and services by agent, consignee, bailee, factor or auctioneer.

A. Sales in Own Name—Sales or Purchases as Agent. Every person, including agents, consignees, bailees, factors or auctioneers having either actual or constructive possession of tangible personal property or having possession of the documents of title thereto, with power to sell such tangible personal property in his or her or its own name and actually so selling shall be deemed the seller of such tangible personal property within the meaning of this chapter.

The burden shall be upon the taxpayer in every case to establish the fact that such taxpayer is not engaged in the business of selling tangible personal property but is acting merely as broker or agent in promoting sales or making purchases for a principal. Such claim will be recognized only when the contract or agreement between such persons clearly establishes the relationship of principal and agent and when the following conditions are complied with:

1. The books and records of the broker or agent show the transactions were made in the name and for the account of the principal, and show the name of the actual owner of the property for whom the sale was made, or the actual buyer for whom the purchase was made.

2. The books and records show the amount of the principal's gross sales, the amount of commissions and any other incidental income derived by the broker or agent from such sales. The principal's gross sales must not be reflected as the agent's income on any of the agent's books and records. Commissions must be computed according to a set percentage or amount, which is agreed upon in the agency agreement.

3. No ownership rights may be conferred to the agent unless the principal refuses to pay, or refuses to abide by the agency agreement. Sales or purchases of any goods by a person who has any ownership rights in such goods shall be taxed as retail or wholesale sales.

4. Bulk goods sold or purchased on behalf of a principal must not be commingled with goods belonging to another principal or lose their identity as belonging to the particular principal. Sales or purchases of any goods which have been commingled or lost their identity as belonging to the principal shall be taxed as retail or wholesale sales.

B. If the above requirements are not met the consignor, bailor, principal or other shall be deemed a seller of such property to the agent, consignee, bailee, factor or auctioneer.

C. Services in Own Name—Procuring Services as Agent. For purposes of this subsection, an agent is a person who acts under the direction and control of the principal in procuring services on behalf of the principal that the person could not itself render or supply. Amounts received by an agent for the account of its principal as advances or reimbursements are exempted from the measure of the tax only when the agent is not primarily or secondarily liable to pay for the services procured.

Any person who claims to be acting merely as agent in obtaining services for a principal will have such claim recognized only when the contract or agreement between such persons clearly establishes the relationship of principal and agent and when the following conditions are complied with:

1. The books and records of the agent show that the services were obtained in the name and for the account of the principal, and show the actual principal for whom the purchase was made.

2. The books and records show the amount of the service that was obtained for the principal, the amount of commissions and any other income derived by the agent for acting as such. Amounts received from the principal as advances and reimbursements must not be reflected as the agent's income on any of the agent's books and records. Commissions must be computed according to a set percentage or amount, which is agreed upon in the agency agreement. (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007: Ord. 1630-1004 § 1 (part), 2004: Ord. 1625-0804 § 1 (part), 2004)

3.52.050 Imposition of the tax—Tax or fee levied.

A. Except as provided in subsection B of this section, there is hereby levied upon and shall be collected from every person as a tax for the act or privilege of engaging in business activities within the city, whether the person's office or place of business be within or without the city. The tax shall be in amounts to be determined by application of rates against gross proceeds of sale, gross income of business, or value of products, including by-products, as the case may be, as follows:

1. Upon every person engaging within the city in business as an extractor; as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including by-

products, extracted for sale or for commercial or industrial use, multiplied by the rate of one-tenth of one percent. The measure of the tax is the value of the products, including by-products, so extracted, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

2. Upon every person engaging within the city in business as a manufacturer; as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including by-products, manufactured within the city, multiplied by the rate of one-tenth of one percent. The measure of the tax is the value of the products, including by-products, so manufactured, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

3. Upon every person engaging within the city in the business of making sales at wholesale, except persons taxable under Section [3.52.090](#); as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of one-tenth of one percent.

4. Upon every person engaging within the city in the business of making sales at retail; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of one-tenth of one percent.

5. Upon every person engaging within the city in the business of (a) printing, (b) both printing and publishing newspapers, magazines, periodicals, books, music, and other printed items, (c) publishing newspapers, magazines and periodicals, (d) extracting for hire, and (e) processing for hire; as to such persons, the amount of tax on such business shall be equal to the gross income of the business multiplied by the rate of one-tenth of one percent.

6. Upon every person engaging within the city in the business of making sales of retail services; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of sales multiplied by the rate of one-tenth of one percent.

7. Upon every other person engaging within the city in any business activity other than or in addition to those enumerated in the above subsections; as to such persons, the amount of tax on account of such activities shall be equal to the gross income of the business multiplied by the rate of one-tenth of one percent. This subsection includes, among others, and without limiting the scope hereof (whether or not title to material used in the performance of such business passes to another by accession, merger or other than by outright sale), persons engaged in the business of developing, or producing custom software or of customizing canned software, producing royalties or commissions, and persons engaged in the business of rendering any type of service which does not constitute a sale at retail, a sale at wholesale, or a retail service.

B. The gross receipts tax imposed in this section shall not apply to any person whose gross proceeds of sales, gross income of the business, and value of products, including by-products, as the case may be, from all activities conducted within the city during any calendar year is less than twenty thousand dollars, or is equal to or less than five thousand dollars during any quarter if on a quarterly basis. (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007: Ord. 1630-1004 § 1 (part), 2004: Ord. 1625-0804 § 1 (part), 2004)

3.52.070 Multiple activities credit when activities take place in one or more cities with eligible gross receipt taxes.

A. Persons who engage in business activities that are within the purview of two or more subsections of Section [3.52.050](#) shall be taxable under each applicable subsection.

B. Notwithstanding anything to the contrary herein, if imposition of the city's tax would place an undue burden upon interstate commerce or violate constitutional requirements, a taxpayer shall be allowed a credit to the extent necessary to preserve the validity of the city's tax, and still apply the city tax to as much of the taxpayer's activities as may be subject to the city's taxing authority.

C. To take the credit authorized by this section, a taxpayer must be able to document that the amount of tax sought to be credited was paid upon the same gross receipts used in computing the tax against which the credit is applied and that the taxpayer paid the amount of tax sought to be credited.

D. Credit for Persons That Sell in the City Products That They Extract or Manufacture. Persons taxable under the retailing or wholesaling classification with respect to selling products in this city shall be allowed a credit against those taxes for any eligible gross receipts taxes paid (1) with respect to the manufacturing of the products sold in the city, and (2) with respect to the extracting of the products, or the ingredients used in the products, sold in the city. The amount of the credit shall not exceed the tax liability arising under this chapter with respect to the sale of those products.

E. Credit for Persons That Manufacture Products in the City Using Ingredients They Extract. Persons taxable under the manufacturing classification with respect to manufacturing products in this city shall be allowed a credit against those taxes for any eligible gross receipts tax paid with respect to extracting the ingredients of the products manufactured in the city. The amount of the credit shall not exceed the tax liability arising under this chapter with respect to the manufacturing of those products.

F. Credit for Persons That Sell Within the City Products That They Print, or Publish and Print. Persons taxable under the retailing or wholesaling classification with respect to selling products in this city shall be allowed a credit against those taxes for any eligible gross receipts taxes paid with respect to the printing, or the printing and publishing, of the products sold within the city. The amount of the credit shall not exceed the tax liability arising under this chapter with respect to the sale of those products. (Ord. 1816-1112 § 1 (part), 2012; Ord. 1710-1107 § 1 (part), 2007; Ord. 1630-1004 § 1 (part), 2004; Ord. 1625-0804 § 1 (part), 2004)

3.52.075 Deductions to prevent multiple taxation of manufacturing activities and prior to January 1, 2008, transactions involving more than one city with an eligible gross receipts tax.

A. Amounts Subject to an Eligible Gross Receipts Tax in Another City That Also Maintains Nexus Over the Same Activity. For taxes due prior to January 1, 2008, a taxpayer that is subject to an eligible gross receipts tax on the same activity in more than one jurisdiction may be entitled to a deduction as follows:

1. A taxpayer that has paid an eligible gross receipts tax, with respect to a sale of goods or services, to a jurisdiction in which the goods are delivered or the services are provided may deduct an amount equal to the gross receipts used to measure that tax from the measure of the tax owed to the city.
2. Notwithstanding the above, a person that is subject to an eligible gross receipts tax in more than one jurisdiction on the gross income derived from intangibles such as royalties, trademarks, patents, or goodwill shall assign those gross receipts to the jurisdiction where the person is domiciled (its headquarters is located).

3. A taxpayer that has paid an eligible gross receipts tax on the privilege of accepting or executing a contract with another city may deduct an amount equal to the contract price used to measure the tax due to the other city from the measure of the tax owed to the city.

B. Person Manufacturing Products Within and Without. A person manufacturing products within the city using products manufactured by the same person outside the city may deduct from the measure of the manufacturing tax the value of products manufactured outside the city and included in the measure of an eligible gross receipts tax paid to the other jurisdiction with respect to manufacturing such products. (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007: Ord. 1630-1004 § 1 (part), 2004: Ord. 1625-0804 § 1 (part), 2004)

3.52.076 Assignment of gross income derived from intangibles.

Gross income derived from the sale of intangibles such as royalties, trademarks, patents, or goodwill shall be assigned to the jurisdiction where their person is domiciled (its headquarters is located). (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007: Ord. 1630-1004 § 1 (part), 2004)

3.52.077 Allocation and apportionment of income when activities take place in more than one jurisdiction.

Effective January 1, 2008, gross income, other than persons subject to the provisions of Chapter [82.14A](#) RCW, shall be allocated and apportioned as follows:

A. Gross income derived from all activities other than those taxed as service or royalties under Section [3.52.050](#)(A)(7) shall be allocated to the location where the activity takes place.

B. In the case of sales of tangible personal property, the activity takes place where delivery to the buyer occurs.

C. In the case of sales of digital products, the activity takes place where delivery to the buyer occurs. The delivery of digital products will be deemed to occur at:

1. The seller's place of business if the purchaser receives the digital product at the seller's place of business;
2. If not received at the seller's place of business, the location where the purchaser or the purchaser's donee, designated as such by the purchaser, receives the digital product, including the location indicated by instructions for delivery to the purchaser or donee, known to the seller;
3. If the location where the purchaser or the purchaser's donee receives the digital product is not known, the purchaser's address maintained in the ordinary course of the seller's business when use of this address does not constitute bad faith;
4. If no address for the purchaser is maintained in the ordinary course of the seller's business, the purchaser's address obtained during the consummation of the sale, including the address of a purchaser's payment instrument, if no other address is available, when use of this address does not constitute bad faith; and
5. If no address for the purchaser is obtained during the consummation of the sale, the address where the digital good or digital code is first made available for transmission by the seller or the address from which the digital automated service or service described in RCW [82.04.050](#)(2)(g) or (6)(b) was provided, disregarding for these purposes any location that merely provided the digital transfer of the product sold.

D. If none of the methods in subsection C of this section for determining where the delivery of digital products occurs are available after a good faith effort by the taxpayer to apply the methods provided in subsections (C)(1) through (5) of this section, then the city and the taxpayer may mutually agree to employ any other method to effectuate an equitable allocation of income from the sale of digital products. The taxpayer will be responsible for petitioning the city to use an alternative method under this subsection D. The city may employ an alternative method for allocating the income from the sale of digital products if the methods provided in subsections (C)(1) through (5) of this section are not available and the taxpayer and the city are unable to mutually agree on an alternative method to effectuate an equitable allocation of income from the sale of digital products.

E. For purposes of subsections (C)(1) through (5) of this section, the following definitions apply:

1. “Digital automated services”, “digital codes”, and “digital goods” have the same meaning as in RCW 82.04.192;
2. “Digital products” means digital goods, digital codes. Digital automated services. And the services described in RCW 82.04.050 (2)(g) and (6)(c); and
3. “Receive” has the same meaning as in RCW [82.32.730](#).

F. Gross income derived from activities taxed as services and other activities taxed under Section [3.52.050](#)(A)(7) shall be apportioned to the city by multiplying apportionable income by a fraction, the numerator of which is the payroll factor plus the service-income factor and the denominator of which is two.

1. The payroll factor is a fraction, the numerator of which is the total amount paid in the city during the tax period by the taxpayer for compensation and the denominator of which is the total compensation paid everywhere during the tax period. Compensation is paid in the city if:
 - a. The individual is primarily assigned within the city;
 - b. The individual is not primarily assigned to any place of business for the tax period and the employee performs fifty percent or more of his or her services for the tax period in the city; or
 - c. The individual is not primarily assigned to any place of business for the tax period, the individual does not perform fifty percent or more of his or her service in any city and the employee resides in the city.
2. The service income factor is a fraction, the numerator of which is the total service income of the taxpayer in the city during the tax period, and the denominator of which is the total service income of the taxpayer everywhere during the tax period. Service income is in the city if the customer location is in the city.

3. Gross income of the business from engaging in an apportionable activity must be excluded from the denominator of the service income factor if, in respect to such activity, at least some of the activity is performed in the city, and the gross income is attributable under (2) of this subsection (F) to a city or unincorporated area of a county within the United States or to a foreign country in which the taxpayer is not taxable. For purposes of this subsection (F)(3), “not taxable” means that the taxpayer is not subject to a business activities tax by that city or county within the United States or by that foreign country, except that a taxpayer is taxable in a city or county within the United States or in a foreign country in

which it would be deemed to have a substantial nexus with the city or county within the United States or with the foreign country under the standards in RCW 35.102.050 regardless of whether that city or county with the United States or that foreign country imposes such a tax.

4. If the allocation and apportionment provisions of this subsection (F) do not fairly represent the extent of the taxpayer's business activity in the city, the taxpayer may petition for or the administrators may require, in respect to all or any part of the taxpayer's business activity, if reasonable:

a. Separate accounting;

b. The exclusion of any one or more of the factors;

c. The inclusion of one or more additional factors that will fairly represent the taxpayer's business activity in the city; or

d. The employment of any other method to effectuate an equitable allocation and apportionment of the taxpayer's income.

5. The party petitioning for, or the tax administrator requiring, the use of any method to effectuate an equitable allocation and apportionment of the taxpayer's income pursuant to the subsection (4) of this subsection (F) must prove by a preponderance of the evidence:

a. That the allocation and apportionment provisions of this subsection (F) do not fairly represent the extent of the taxpayer's business activity in the city, and;

b. That the alternative to such provisions is reasonable. The same burden of proof shall apply whether the taxpayer is petitioning for, or the tax administrator is requiring, the use of an alternative, reasonable method to effectuate an equitable allocation and apportionment of the taxpayer's income.

6. If the tax administrator requires any method to effectuate an equitable allocation and apportionment of the taxpayer's income, the tax administrator cannot impose any civil or criminal penalty with reference to the tax due that is attributable to the taxpayer's reasonable reliance solely on the allocation and apportionment provisions of this subsection (F).

7. A taxpayer that has received written permission from the tax administrator to use a reasonable method to effectuate an equitable allocation and apportionment of the taxpayer's income shall not have that permission revoked with respect to transactions and activities that have already occurred unless there has been a material change in, or a material misrepresentation of, the facts provided by the taxpayer upon which the tax administrator reasonably relied in approving a reasonable alternative method.

G. The definitions in this subsection apply throughout this section.

1. "Apportionable income" means the gross income of the business taxable under the service classifications of a city's gross receipts tax, including income received from activities outside the city if the income would be taxable under the service classification if received from activities within the city, less any exemptions or deductions available.

2. "Business activities tax" means a tax measured by the amount of, or economic results of, business activity conducted in a city or county within the United States or within a foreign country. The term includes taxes measured in whole or in part on net income or gross income or receipts. "Business activities tax" does not include a sales tax, use tax, or a similar transaction tax, imposed on the sale or

acquisition of goods or services, whether or not denominated a gross receipts tax or a tax imposed on the privilege of doing business.

3. "Compensation" means wages, salaries, commissions, and any other form of remuneration paid to individuals for personal services that are or would be included in the individual's gross income under the federal Internal Revenue Code.

4. "Customer" means a person or entity to whom the taxpayer makes a sale or renders services or from whom the taxpayer otherwise receives gross income of the business.

5. "Customer location" means the following:

(a) For a customer not engaged in business, if the service requires the customer to be physically present, where the service is performed.

(b) For a customer not engaged in business, if the service does not require the customer to be physically present:

(i) The customer's residence; or

(ii) If the customer's residence is not known, the customer's billing/mailling address.

(c) For a customer engaged in business:

(i) Where the services are ordered from;

(ii) At the customer's billing/mailling address if the location from which the services are ordered is not known; or

(iii) At the customer's commercial domicile if none of the above are known.

63. "Individual" means any individual who, under the usual common law rules applicable in determining the employer-employee relationship, has the status of an employee of that taxpayer.

4.

7. "Primarily assigned" means the business location of the taxpayer where the individual performs his or her duties.

8. "Service-taxable income" or "service income" means gross income of the business subject to tax under either the service or royalty classification.

9 "Tax period" means the calendar year during which the tax liability is accrued. If taxes are reported by a taxpayer on a basis more frequent than once a year, taxpayer shall calculate the factors for the previous calendar year for reporting in the current calendar year and correct the reporting for the previous year when the factors are calculated for that year, but not later than the end of the first quarter of the following year.

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H. Assignment or apportionment of revenue under this section shall be made in accordance with and in full compliance with the provisions of the interstate commerce clause of the United States Constitution where applicable. (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007)

3.52.078 Allocation and apportionment of printing and publishing income when activities take place in more than one location.

Notwithstanding RCW [35.102.130](#), effective January 1, 2008, gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, shall be allocated to the principal place in the state from which the taxpayer's business is directed or managed. As used in this section, the activities of printing, and of publishing newspapers, periodicals, or magazines, have the same meanings as attributed to those terms in RCW [82.04.028](#)(1) by the Department of Revenue. (Ord. 1816-1112 § 1 (part), 2012; Ord. 1710-1107 § 1 (part), 2007)

3.52.090 Exemptions.

A. Nonprofit Corporations or Nonprofit Organizations. This chapter shall not apply to nonprofit organizations exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as hereafter amended, except with respect to retail sales of such persons.

B. Health Care Exemption—Health Maintenance Organization, Health Care Service Contractor, Certified Health Plan. Beginning on January 1, 2000, this chapter does not apply to any health maintenance organization, health care service contractor, or certified health plan in respect to premiums or prepayments that are taxable under RCW [48.14.0201](#).

C. Utility Exemption—Public Utilities. This chapter shall not apply to any person in respect to a business activity with respect to which tax liability is specifically imposed under the provisions of Chapter [3.51](#), Utility Tax.

D. Financial Exemptions.

1. Investments—Dividends from Subsidiary Corporations. This chapter shall not apply to amounts derived by persons, other than those engaging in banking, loan, security, or other financial businesses, from investments or the use of money as such, and also amounts derived as dividends by a parent from its subsidiary corporations.

2. International Banking Facilities. This chapter shall not apply to the gross receipts of an international banking facility. As used in this subsection, an "international banking facility" means a facility represented by a set of asset and liability accounts segregated on the books and records of a commercial bank, the principal office of which is located in this state, and which is incorporated and doing business under the laws of the United States or of this state, a United States branch or agency of a foreign bank, an Edge corporation organized under Section 25(a) of the Federal Reserve Act, [12](#) United States Code [611](#) through [631](#), or an Agreement corporation having an agreement or undertaking with the Board of Governors of the Federal Reserve System under Section 25 of the Federal Reserve Act, [12](#) United States Code [601](#) through [604](#)(a), that includes only international banking facility time deposits (as defined in subsection (a)(2) of Section 204.8 of Regulation D ([12](#) CFR Part [204](#)), as promulgated by the Board of Governors of the Federal Reserve System), and international banking facility extensions of credit (as defined in subsection (a)(3) of Section 204.8 of Regulation D).

E. Miscellaneous Exemptions.

1. Insurance Business. This chapter shall not apply to amounts received by any person who is an insurer or their appointed insurance producer upon which a tax based on gross premiums is paid to the state pursuant to RCW [48.14.020](#); and provided further, that the provisions of this subsection shall not exempt any bonding company from tax with respect to gross income derived from the completion of any contract as to which it is a surety, or as to any liability as successor to the liability of the defaulting contractor.

2. Farmers—Agriculture. This chapter shall not apply to any farmer in respect to amounts received from selling fruits, vegetables, berries, butter, eggs, fish, milk, poultry, meats or any other agricultural product that is raised, caught, produced, or manufactured by such persons.
3. Athletic Exhibitions. This chapter shall not apply to any person in respect to the business of conducting boxing contests and sparring or wrestling matches and exhibitions for the conduct of which a license must be secured from the State Boxing Commission.
4. Racing. This chapter shall not apply to any person in respect to the business of conducting race meets for the conduct of which a license must be secured from the Washington State Horse Racing Commission.
5. Ride Sharing. This chapter does not apply to any funds received in the course of commuter ride sharing or ride sharing for persons with special transportation needs in accordance with RCW [46.74.010](#).
6. Employees.
 - a. This chapter shall not apply to any person in respect to the person's employment in the capacity as an employee or servant as distinguished from that of an independent contractor. For the purposes of this subsection, the definition of "employee" shall include those persons that are defined in the Internal Revenue Code, as hereafter amended.
 - b. A booth renter is an independent contractor for purposes of this chapter.
7. Amounts Derived from Sale of Real Estate. This chapter shall not apply to gross proceeds derived from the sale of real estate. This, however, shall not be construed to allow an exemption of amounts received as commissions from the sale of real estate, nor as fees, handling charges, discounts, interest or similar financial charges resulting from, or relating to, real estate transactions. This chapter shall also not apply to amounts received for the rental of real estate if the rental income is derived from a contract to rent for a continuous period of thirty days or longer.
8. Mortgage Brokers' Third-Party Provider Services Trust Accounts. This chapter shall not apply to amounts received from trust accounts to mortgage brokers for the payment of third-party costs if the accounts are operated in a manner consistent with RCW [19.146.050](#) and any rules adopted by the director of financial institutions.
9. Amounts Derived from Manufacturing, Selling or Distributing Motor Vehicle Fuel. This chapter shall not apply to the manufacturing, selling, or distributing motor vehicle fuel, as the term "motor vehicle fuel" is defined in RCW 82.38.020 and exempt under RCW 82.38.280; provided, that any fuel not subjected to the State Fuel Excise Tax, or any other applicable deduction or exemption, will be taxable under this chapter.
10. Amounts Derived from Liquor, and the Sale or Distribution of Liquor. This chapter shall not apply to liquor as defined in RCW [66.04.010](#) and exempt in RCW [66.08.120](#).
11. Casual and Isolated Sales. This chapter shall not apply to the gross proceeds derived from casual or isolated sales.
12. Accommodation Sales. This chapter shall not apply to sales for resale by persons regularly engaged in the business of making retail sales of the type of property so sold to other persons similarly engaged in the business of selling such property where (a) the amount paid by the buyer does not exceed the amount paid by the seller to the vendor in the acquisition of the article and (b) the sale is made as an

accommodation to the buyer to enable the buyer to fill a bona fide existing order of a customer or is made within fourteen days to reimburse in kind a previous accommodation sale by the buyer to the seller.

13. Taxes Collected as Trust Funds. This chapter shall not apply to amounts collected by the taxpayer from third parties to satisfy third party obligations to pay taxes such as the retail sales tax, use tax, and admission tax. (Ord. 1816-1112 § 1 (part), 2012; Ord. 1710-1107 § 1 (part), 2007; Ord. 1630-1004 § 1 (part), 2004; Ord. 1625-0804 § 1 (part), 2004)

3.52.100 Deductions.

In computing the license fee or tax, there may be deducted from the measure of tax the following items:

A. Interest on investments or loans secured by mortgages or deeds of trust. In computing tax, to the extent permitted by Chapter [82.14A](#) RCW, there may be deducted from the measure of tax by those engaged in banking, loan, security or other financial businesses, amounts derived from interest received on investments or loans primarily secured by first mortgages or trust deeds on non-transient residential properties.

B. Receipts from Tangible Personal Property Delivered Outside the State. In computing tax, there may be deducted from the measure of tax under retailing or wholesaling amounts derived from the sale of tangible personal property that is delivered by the seller to the buyer or the buyer's representative at a location outside the state of Washington.

C. Cash Discount Taken by Purchaser. In computing tax, there may be deducted from the measure of tax the cash discount amounts actually taken by the purchaser. This deduction is not allowed in arriving at the taxable amount under the extracting or manufacturing classifications with respect to articles produced or manufactured, the reported values of which, for the purposes of this tax, have been computed according to the "value of product" provisions.

D. Credit Losses of Accrual Basis Taxpayers. In computing tax, there may be deducted from the measure of tax the amount of credit losses actually sustained by taxpayers whose regular books of account are kept upon an accrual basis.

E. Constitutional Prohibitions. In computing tax, there may be deducted from the measure of the tax amounts derived from business which the city is prohibited from taxing under the Constitution of the State of Washington or the Constitution of the United States.

F. Radio and Television Broadcasting—Advertising Agency Fees—National, Regional, and Network Advertising—Interstate Allocations. In computing tax, there may be deducted from the measure of tax by radio and television broadcasters amounts representing the following:

1. Advertising agencies' fees when such fees or allowances are shown as a discount or price reduction in the billing or that the billing is on a net basis, i.e., less the discount;
2. Actual gross receipts from national network, and regional advertising or a "standard deduction" as provided by RCW [82.04.280](#); and
3. Local advertising revenue that represent advertising which is intended to reach potential customers of the advertiser who are located outside the state of Washington. The director may issue a rule that provides detailed guidance as to how these deductions are to be calculated.

G. Receipts From the Sale of Tangible Personal Property and Retail Services Delivered Outside the City but Within Washington. Effective January 1, 2008, amounts included in the gross receipts reported on the tax return derived from the sale of tangible personal property delivered to the buyer or the buyer's representative outside the city but within the state of Washington may be deducted from the measure of tax under the retailing or wholesaling classification.

H. Professional Employer Services. In computing the tax, a professional employer organization may deduct from the calculation of gross income the gross income of the business derived from performing professional employer services that is equal to the portion of the fee charged to a client that represents the actual cost of wages and salaries, benefits, worker's compensation, payroll taxes, withholding, or other assessments paid to or on behalf of a covered employee by the professional employer organization under a professional employer agreement. (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007: Ord. 1630-1004 § 1 (part), 2004: Ord. 1625-0804 § 1 (part), 2004)

3.52.120 Tax part of overhead.

It is not the intention of this chapter that the taxes or fees herein levied upon persons engaging in business be construed as taxes or fees upon the purchasers or customer, but that such taxes or fees shall be levied upon, and collectible from, the person engaging in the business activities herein designated and that such taxes or fees shall constitute a part of the cost of doing business of such persons. (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007: Ord. 1630-1004 § 1 (part), 2004: Ord. 1625-0804 § 1 (part), 2004)

3.52.130 Severability clause.

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances shall not be affected. (Ord. 1816-1112 § 1 (part), 2012: Ord. 1710-1107 § 1 (part), 2007: Ord. 1630-1004 § 1 (part), 2004: Ord. 1625-0804 § 1 (part), 2004)

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. Chapter 3.52 of the Shelton Municipal Code shall remain in effect until such date as this ordinance becomes effective.

Section 4.

Effective Date. This ordinance shall take effect five days after passage and publication as required by law.

INTRODUCED this 19th day of November, 2019.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 3rd day of December 2019, the following Council being present and voting in favor of this ordinance.

ATTEST:

Mayor Rogers

City Clerk

Deputy Mayor Peterson

Councilmember Cronce

Councilmember Dorcy

Councilmember McDowell

Councilmember Onisko

Councilmember Schmit



**CITY OF SHELTON
COUNCIL BRIEFING REQUEST
(Agenda Item F5)**

Touch Date: CM Briefing
Brief Date: 11/19/2019
Action Date: 12/03/2019

Department: Finance
Presented By: Aaron BeMiller

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

<input checked="" type="checkbox"/>	Dept. Head	<u>11/7/19</u>
<input checked="" type="checkbox"/>	Finance Director	<u>11/7/19</u>
<input checked="" type="checkbox"/>	Attorney	<u>11/7/19</u>
<input checked="" type="checkbox"/>	City Clerk	<u>11/7/19</u>
<input checked="" type="checkbox"/>	City Manager	<u>11/12/19</u>

PROGRAM/PROJECT TITLE:

Administrative Tax Provisions

ATTACHMENTS:

Ordinance No. 1947-1119

<input checked="" type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input checked="" type="checkbox"/>	Motion
<input type="checkbox"/>	Other

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

To create a certain degree of uniformity for businesses operating with Washington State all cities and towns levying a B&O tax MUST adopt the provisions of the statewide model B&O tax Ordinance. These changes are mandatory for the City to remain in compliance with the required state administrative tax provisions for B&O collections.

This ordinance will amend Shelton Municipal Code 3.10 and includes language linking the tax filing deadline to April 15 for annual tax return filing by referencing RCW 82.32.045 and is effective January 1, 2021, as provided by HB 1059.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

N/A

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained from the City Clerk.

STAFF RECOMMENDATION/MOTION:

"I move to approve Ordinance No. 1947-1119, amending Section 3.10 of the Shelton Municipal Code."

ORDINANCE NO. 1947-1119

AN ORDINANCE OF THE CITY OF SHELTON, WASHINGTON, RELATING TO THE ADMINISTRATIVE PROVISIONS FOR BUSINESS AND OCCUPATION TAX; AMENDING SHELTON MUNICIPAL CODE CHAPTER 3.10 ENTITLED “ADMINISTRATIVE PROVISIONS FOR CITY OF SHELTON TAXES” MAKING CHANGES TO THE ADMINISTRATIVE PROVISIONS FOR THE ASSESSMENT AND COLLECTION OF BUSINESS AND OCCUPATION TAXES.

WHEREAS, the City of Shelton WA, adopted the Model Ordinance and Administrative Provisions for future assessment and collection of business and occupation taxes as required by all municipal governments assessing business and occupation tax; and

WHEREAS, the intent of the Model Ordinance is to provide uniformity between cities for business and occupation tax rules; and

WHEREAS, the State Legislature has made updates to the Administrative Provisions which need to be adopted by all cities assessing business and occupation tax through an Ordinance prior to the end of the current calendar year; and

WHEREAS, these updates to the Administrative Provisions begin January, 1 2021, any outstanding taxes due from previous years fall under Section 3.10 of the Shelton Municipal Code and Administrative Provisions in effect and active for those years; and

NOW, THEREFORE, be it ordained by the City Council of the City of Shelton, Washington, as follows:

Section 1.

**Chapter 3.10 of the Shelton Municipal Code
Administrative Provisions For City of Shelton Taxes**

3.10.015 Application of chapter stated.

The provisions of this chapter shall apply with respect to the taxes imposed under this title in such manner and to such extent as indicated in each such title, chapter or section. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.020 Definitions.

For purposes of this chapter:

The definitions contained in this title, to include all chapters and sections, shall apply equally to the provisions of this chapter unless the term is defined otherwise in this chapter. In addition, the following definitions will apply:

A. “Reporting period” means:

1. A one-month period beginning the first day of each calendar month (monthly); or
 2. A three-month period beginning the first day of January, April, July or October of each year (quarterly); or
 3. A twelve-month period beginning the first day of January of each year (annual).
- B. “Return” means any document a person is required by the city to file to satisfy or establish a tax or fee obligation that is administered or collected by the city and that has a statutorily defined due date.
- C. “Successor” means any person to whom a taxpayer quitting, selling out, exchanging, or disposing of a business sells or otherwise conveys, directly or indirectly, in bulk and not in the ordinary course of the taxpayer’s business, any part of the materials, supplies, merchandise, inventory, fixtures, or equipment of the taxpayer. Any person obligated to fulfill the terms of a contract shall be deemed a successor to any contractor defaulting in the performance of any contract as to which such person is a surety or guarantor.
- D. “Tax year” or “taxable year” means the calendar year. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.025 Registration/license requirements.

For guidance on who has to register and purchase a business license, please see Chapter [5.04](#). (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.040 When due and payable—Reporting periods—Monthly, quarterly, and annual returns—Threshold provisions or relief from filing requirements—Computing time periods—Failure to file returns.

- A. Other than any annual license fee or registration fee assessed under this chapter, the tax imposed by this chapter shall be due and payable in quarterly installments. At the director’s discretion, businesses may be assigned to a monthly or annual reporting period depending on the tax amount owing or type of tax. Until December 31, 2020 tax payments are due on or before the last day of the next month following the end of the assigned reporting period covered by the return. Effective January 1, 2021, tax payments are due on or before the time as provided in RCW 82.32.045 (1), (2), and (3).
- B. Taxes shall be paid as provided in this chapter and accompanied by a return on forms as prescribed by the director. The return shall be signed by the taxpayer personally or by a responsible officer or agent of the taxpayer. The individual signing the return shall swear or affirm that the information in the return is complete and true.
- C. Tax returns must be filed and returned by the due date whether or not any tax is owed.

D. For purposes of the tax imposed by Chapter [3.52](#), any person whose value of products, gross proceeds of sales, or gross income of the business, subject to tax after all allowable deductions, is equal to or less than twenty thousand dollars (\$20,000) in the current calendar year, shall file a return, declare no tax due on their return, and submit the return to the director. The gross receipts and deduction amounts shall be entered on the tax return even though no tax may be due.

E. A taxpayer that commences to engage in business activity shall file a return and pay the tax or fee for the portion of the reporting period during which the taxpayer is engaged in business activity.

F. Except as otherwise specifically provided by any other provision of this chapter, in computing any period of days prescribed by this chapter the day of the act or event from which the designated period of time runs shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday, or city or federal legal holiday, in which case the last day of such period shall be the next succeeding day which is neither a Saturday, Sunday, or city or federal legal holiday.

G. If any taxpayer fails, neglects or refuses to make a return as and when required in this chapter, the director is authorized to determine the amount of the tax or fees payable by obtaining facts and information upon which to base the director's estimate of the tax or fees due. Such assessment shall be deemed prima facie correct and shall be the amount of tax owed to the city by the taxpayer. The director shall notify the taxpayer by mail of the amount of tax so determined, together with any penalty, interest, and fees due; the total of such amounts shall thereupon become immediately due and payable. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.050 Payment methods—Mailing returns or remittances—Time extension—Deposits—Recording payments—Payment must accompany return—NSF checks.

A. Taxes shall be paid to the director in United States currency by bank draft, certified check, cashier's check, personal check, money order, cash, or by wire transfer or electronic payment if such wire transfer or electronic payment is authorized by the director. If payment so received is not paid by the bank on which it is drawn, the taxpayer, by whom such payment is tendered, shall remain liable for payment of the tax and for all legal penalties, the same as if such payment had not been tendered. Acceptance of any sum by the director shall not discharge the tax or fee due unless the amount paid is the full amount due.

B. A return or remittance that which is transmitted to the city by United States mail shall be deemed filed or received on the date shown by the cancellation mark stamped by the post office upon the envelope containing it. The director may allow electronic filing of returns or remittances from any taxpayer. A return or remittance which is transmitted to the city electronically shall be deemed filed or received according to procedures set forth by the director.

C. If a written request is received prior to the due date, the director, for good cause, may grant, in writing, additional time within which to make and file returns.

D. The director shall keep full and accurate records of all funds received or refunded. The director shall apply payments first against all penalties and interest owing, and then upon the tax, without regard to any direction of the taxpayer.

E. For any return not accompanied by a remittance of the tax shown to be due thereon, the taxpayer shall be deemed to have failed or refused to file a return and shall be subject to the penalties and interest provided in this chapter.

F. Any payment made that is returned for lack of sufficient funds or for any other reason will not be considered received until payment by certified check, money order, or cash of the original amount due, plus a “non-sufficient funds” (NSF) fee established by resolution, is received by the director. Any license issued upon payment with a NSF check will be considered void, and shall be returned to the director. No license shall be reissued until payment (including the NSF fee) is received.

G. The director is authorized, but not required, to mail tax return forms to taxpayers, but failure of the taxpayer to receive any such forms shall not excuse the taxpayer from filing returns and making payment of the taxes or fees, when and as due under this chapter. (Ord. 1815-1112 § 1 (part), 2012; Ord. 1709-1107 § 1 (part), 2007; Ord. 1631-1004 § 1 (part), 2004; Ord. 1624-0804 § 1 (part), 2004)

3.10.060 Records to be preserved—Examination—Estoppel to question assessment.

Every person liable for any fee or tax imposed by this chapter shall keep and preserve, for a period of five years after filing a tax return, such records as may be necessary to determine the amount of any fee or tax for which the person may be liable; which records shall include copies of all federal income tax and state tax returns and reports made by the person. All books, records, papers, invoices, vendor lists, inventories, stocks of merchandise, and other data including federal income tax and state tax returns and reports shall be open for examination at any time by the director or its duly authorized agent. Every person’s business premises shall be open for inspection or examination by the director or a duly authorized agent.

A. If a person does not keep the necessary books and records within the city, it shall be sufficient if such person (1) produces within the city such books and records as may be required by the director, or (2) bears the cost of examination by the director’s agent at the place where such books and records are kept; provided, that the person electing to bear such cost shall pay in advance to the director the estimated amount thereof including round-trip fare, lodging, meals and incidental expenses, subject to adjustment upon completion of the examination.

B. Any person who fails, or refuses a department request, to provide or make available records, or to allow inspection or examination of the business premises, shall be forever barred from questioning in any court action, the correctness of any assessment of taxes made by the city for any period for which such records have not been provided, made available or kept and preserved, or in respect of which inspection or examination of the business premises has been denied. The director is authorized to determine the amount of the tax or fees payable by obtaining facts and

information upon which to base the estimate of the tax or fees due. Such fee or tax assessment shall be deemed prima facie correct and shall be the amount of tax owing the city by the taxpayer. The director shall notify the taxpayer by mail the amount of tax so determined, together with any penalty, interest, and fees due; the total of such amounts shall thereupon become immediately due and payable. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.070 Accounting methods.

A. A taxpayer may file tax returns in each reporting period with amounts based upon cash receipts only if the taxpayer's books of account are kept on a cash receipts basis. A taxpayer that does not regularly keep books of account on a cash receipts basis must file returns with amounts based on the accrual method.

B. The taxes imposed and the returns required, hereunder, shall be upon a calendar year basis. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.080 Public work contracts—Payment of fee and tax before final payment for work.

The director may, before issuing any final payment to any person performing any public work contract for the city, require such person to pay in full all license fees or taxes due under this title from such person on account of such contract or otherwise, and may require such taxpayer to file with the director a verified list of all subcontractors supplying labor and/or materials to the person in connection with said public work. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.090 Underpayment of tax, interest, or penalty—Interest—Limitations.

A. If, upon examination of any returns, or from other information obtained by the director, it appears that a tax or penalty less than that properly due has been paid, the director shall assess the additional amount found to be due and shall add thereto interest on the tax only. The director shall notify the person by mail of the additional amount, which shall become due and shall be paid within thirty days from the date of the notice, or within such time as the director may provide in writing.

B.1. Interest imposed prior to the effective date of the ordinance codified in this chapter shall be computed from the last day of the month following the end of the reporting period and will continue to accrue until payment is made at the rate of one percent of the tax due, for each thirty-day period the amount owed is delinquent. In case of an audit the interest shall be computed from the first day of the month following each calendar year or portion thereof included in the audit period at the rate of ten percent of the tax due with a minimum of three hundred sixty dollars per year.

2. For tax periods after December 31, 2004, the director shall compute interest in accordance with RCW [82.32.050](#) as it now exists or as it may be amended.
3. If subsection (B)(2) of this section is held to be invalid, then the provisions of RCW [82.32.050](#) existing at the effective date of the ordinance codified in this chapter shall apply. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.095 Time in which assessment may be made.

The director shall not assess, or correct an assessment for, additional taxes, penalties, or interest due more than four years after the close of the calendar year in which they were incurred, except that the director may issue an assessment:

- A. Against a person who is not currently registered or licensed or has not filed a tax return as required by this chapter for taxes due within the period commencing ten years prior to the close of the calendar year in which the person was contacted in writing by the director;
- B. Against a person that has committed fraud or who misrepresented a material fact; or
- C. Against a person that has executed a written waiver of such limitations. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.100 Overpayment of tax, penalty, or interest—Credit or refund—Interest rate—Statute of limitations.

- A. If, upon receipt of an application for a refund, or during an audit or examination of the taxpayer's records and tax returns, the director determines that the amount of tax, penalty, or interest paid is in excess of that properly due, the excess amount shall be credited to the taxpayer's account or shall be refunded to the taxpayer. Except as provided in subsection B of this section, no refund or credit shall be made for taxes, penalties, or interest paid more than four years prior to the beginning of the calendar year in which the refund application is made or examination of records is completed.
- B. The execution of a written waiver shall extend the time for applying for, or making a refund or credit of any taxes paid during, or attributable to, the years covered by the waiver if, prior to the expiration of the waiver period, an application for refund of such taxes is made by the taxpayer or the director discovers that a refund or credit is due.
- C. Refunds shall be made by means of vouchers approved by the director and by the issuance of a city check or warrants drawn upon and payable from such funds as the city may provide.
- D. Any final judgment for which a recovery is granted by any court of competent jurisdiction for tax, penalties, interest, or costs paid by any person shall be paid in the same manner as

provided in subsection C of this section upon the filing with the director a certified copy of the order or judgment of the court.

E.1. Interest on overpayments of taxes for periods prior to January 1, 2005, shall be at the average interest rate earned by the city on the treasurer's trust account for that same period of time.

2. For tax periods after December 31, 2004, the director shall compute interest on refunds or credits of amounts paid or other recovery allowed taxpayer in accordance with RCW [82.32.060](#) as it now exists or as it may be amended.

3. If subsection (E)(2) of this section is held to be invalid, then the provisions of RCW [82.32.060](#) existing at the effective date of the ordinance codified in this chapter shall apply. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.110 Late payment—Disregard of written instructions—Evasion—Penalties.

A. If payment of any tax due on a return to be filed by a taxpayer is not received by the director by the due date, the director shall add a penalty in accordance with RCW [82.32.090](#)(1), as it now exists or as it may be amended.

B. If the director determines that any tax has been substantially underpaid as defined in RCW [82.32.090](#)(2), there shall be added a penalty in accordance with RCW [82.32.090](#)(2), as it now exists or as it may be amended.

C. If a citation or criminal complaint is issued by the director for the collection of taxes, fees, assessments, interest or penalties, there shall be added thereto a penalty in accordance with RCW [82.32.090](#)(3), as it now exists or as it may be amended.

D. If the director finds that a person has engaged in any business or performed any act upon which a tax is imposed under this title and that person has not obtained from the director a license as required by Chapter [5.04](#), the director shall impose a penalty in accordance with RCW [82.32.090](#)(4), as it now exists or as it may be amended. No penalty shall be imposed under this subsection D if the person who has engaged in business without a license obtains a license prior to being notified by the director of the need to be licensed.

E. If the director determines that all or any part of a deficiency resulted from the taxpayer's failure to follow specific written tax reporting instructions, there shall be assessed a penalty in accordance with RCW [82.32.090](#)(5), as it now exists or as it may be amended.

F. If the director finds that all or any part of the deficiency resulted from an intent to evade the tax payable, the director shall assess a penalty in accordance with RCW [82.32.090](#)(6), as it now exists or as it may be amended.

G. The penalties imposed under subsections A through E of this section can each be imposed on the same tax found to be due. This subsection does not prohibit or restrict the application of other penalties authorized by law.

H. The director shall not impose both the evasion penalty and the penalty for disregarding specific written instructions on the same tax found to be due.

I. For the purposes of this section, “return” means any document a person is required by the city of Shelton to file to satisfy or establish a tax or fee obligation that is administered or collected by the city, and that has a statutorily defined due date.

J. If incorporation into the city of Shelton code of future changes to RCW [82.32.090](#) is deemed invalid, then the provisions of RCW [82.32.090](#) existing at the time the ordinance codified in this chapter is effective shall apply. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.120 Cancellation of penalties.

A. The director may cancel any penalties imposed under Section [3.10.110](#)(A) and (B) if the taxpayer shows that its failure to timely file or pay the tax was due to reasonable cause and not willful neglect. Willful neglect is presumed unless the taxpayer shows that it exercised ordinary business care and prudence in making arrangements to file the return and pay the tax but was, nevertheless, due to circumstances beyond the taxpayer’s control, unable to file or pay by the due date. The director has no authority to cancel any other penalties or to cancel penalties for any other reason except as provided in subsection C of this section.

B. A request for cancellation of penalties must be received by the director within thirty days after the date the department mails the notice that the penalties are due. The request must be in writing and contain competent proof of all pertinent facts supporting a reasonable cause determination. In all cases the burden of proving the facts rests upon the taxpayer.

C. The director may cancel the penalties in Section [3.10.110](#)(A) and (B) one time if a person:

1. Is not currently licensed, and filing returns;
2. Was unaware of its responsibility to file and pay tax; and
3. Obtained business licenses and filed past due tax returns within thirty days after being notified by the department.

D. The director shall not cancel any interest charged upon amounts due. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.130 Taxpayer quitting business—Liability of successor.

A. Whenever any taxpayer quits business, sells out, exchanges, or otherwise disposes of his business or his stock of goods, any tax payable hereunder shall become immediately due and payable. Such taxpayer shall, within ten days thereafter, make a return and pay the tax due.

B. Any person who becomes a successor shall become liable for the full amount of any tax owing. The successor shall withhold from the purchase price a sum sufficient to pay any tax due to the city from the taxpayer until such time as: (1) the taxpayer shall produce a receipt from the city showing payment in full of any tax due or a certificate that no tax is due, or (2) more than six months have passed since the successor notified the director of the acquisition and the director has not issued and notified the successor of an assessment.

C. Payment of the tax by the successor shall, to the extent thereof, be deemed a payment upon the purchase price. If such payment is greater in amount than the purchase price, the amount of the difference shall become a debt due such successor from the taxpayer.

D. Notwithstanding the above, if a successor gives written notice to the director of the acquisition, and the department does not within six months of the date it received the notice issue an assessment against the taxpayer and mail a copy of that assessment to the successor, the successor shall not be liable for the tax. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.140 Administrative appeal.

Any person, except one who has failed to comply with Section [3.10.060](#), aggrieved by the amount of the fee or tax determined by the director to be required under the provisions of this chapter may pay the amount due and appeal from such determination by filing a written notice of appeal with the city clerk within thirty (30) days from the date written notice of such amount was mailed to the taxpayer. The city clerk shall, as soon as practical, fix a time and place for the hearing of such appeal, and shall cause a notice of the time and place thereof to be delivered or mailed to the parties. The city council shall hear all final appeals made pursuant to this section within sixty days of the filing of the written request for final appeal. The decision of the city of Shelton council shall indicate the correct amount of the fee or tax owing. (Ord. 1921-0518 (part), 2018; Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004. Formerly 3.10.135)

3.10.160 Director to make rules.

The director shall have the power, from time to time, to adopt, publish and enforce rules and regulations not inconsistent with this chapter or with law for the purpose of carrying out the provisions of this chapter and it shall be unlawful to violate or fail to comply with, any such rule or regulation. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.170 Ancillary allocation authority of director.

The director is authorized to enter into agreements with other Washington cities which impose an eligible gross receipts tax:

- A. To conduct an audit or joint audit of a taxpayer by using an auditor employed by the city of Shelton, another city, or a contract auditor; provided, that such contract auditor's pay is not in any way based upon the amount of tax assessed.
- B. To allocate or apportion, in a manner that fairly reflects the gross receipts earned from activities conducted within the respective cities, the gross proceeds of sales, gross receipts, or gross income of the business, or taxes due from any person that is required to pay an eligible gross receipts tax to more than one Washington city.
- C. To apply the city's tax prospectively where a taxpayer has no office or place of business within the city and has paid tax on all gross income to another Washington city where the taxpayer is located; provided, that the other city maintains an eligible gross receipts tax, and the income was not derived from contracts with the city. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.180 Mailing of notices.

Any notice required by this chapter to be mailed to any taxpayer or licensee shall be sent by ordinary mail, addressed to the address of the taxpayer or licensee as shown by the records of the director. Failure of the taxpayer or licensee to receive any such mailed notice shall not release the taxpayer or licensee from any tax, fee, interest, or any penalties thereon, nor shall such failure operate to extend any time limit set by the provisions of this chapter. It is the responsibility of the taxpayer to inform the director in writing about a change in the taxpayer's address. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.190 Tax declared additional.

The license fee and tax herein levied shall be additional to any license fee or tax imposed or levied under any law or any other ordinance of the city of Shelton except as herein otherwise expressly provided. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.200 Public disclosure—Confidentiality—Information sharing.

A. For purposes of this section, the following definitions will apply:

- 1. "Disclose" means to make known to any person in any manner whatever a return or tax information.
- 2. "Tax information" means:
 - a. A taxpayer's identity;

- b. The nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemption, credits, assets, liability, net worth, tax liability deficiencies, over assessments, or tax payments, whether taken from the taxpayer's books and records or any other source;
- c. Whether the taxpayer's return was, is being, or will be examined or subject to other investigation or processing; or
- d. Other data received by, recorded by, prepared by, or provided to the city with respect to the determination or the existence, or possible existence, of liability, or the amount thereof, of a person under this title for a tax, penalty, interest, fine, forfeiture, or other imposition, or offense.

However, data, material, or documents that do not disclose information related to a specific or identifiable taxpayer do not constitute tax information under this section. Nothing in this chapter requires any person possessing data, material, or documents made confidential and privileged by this section to delete information from such data, material or documents so as to permit its disclosure.

3. "City agency" means every city office, department, division, bureau, board, commission, or other city agency.

4. "Taxpayer identity" means the taxpayer's name, address, telephone number, registration number, or any combination thereof, or any other information disclosing the identity of the taxpayer.

B. Returns and tax information are confidential and privileged, and except as authorized by this section, neither the director nor any other person may disclose any return or tax information.

C. This section does not prohibit the director from:

1. Disclosing such return or tax information in a civil or criminal judicial proceeding or an administrative proceeding:

a. In respect of any tax imposed under this title, if the taxpayer or its officer or other person liable under this title is a party in the proceeding; or

b. In which the taxpayer about whom such return or tax information is sought and another state agency are adverse parties in the proceeding;

2. Disclosing, subject to such requirements and conditions as the director prescribes by rules adopted pursuant to Section [3.10.160](#), such return or tax information regarding a taxpayer to such taxpayer or to such person or persons as that taxpayer may designate in a request for, or consent to, such disclosure, or to any other person, at the taxpayer's request, to the extent necessary to comply with a request for information or assistance made by the taxpayer to such other person. However, tax information not received from the taxpayer must not be so disclosed if the director determines that such disclosure would compromise any investigation or litigation by any federal, state, or local government agency in connection with the civil or criminal liability of the taxpayer

or another person, or that such disclosure would identify a confidential informant, or that such disclosure is contrary to any agreement entered into by the department that provides for the reciprocal exchange of information with other government agencies which agreement requires confidentiality with respect to such information unless such information is required to be disclosed to the taxpayer by the order of any court;

3. Publishing statistics so classified as to prevent the identification of particular returns or reports or items thereof;

4. Disclosing such return or tax information, for official purposes only, to the mayor or city attorney, or to any city agency, or to any member of the city council or their authorized designees dealing with matters of taxation, revenue, trade, commerce, the control of industry or the professions;

5. Permitting the city's records to be audited and examined by the proper state officer, his or her agents and employees;

6. Disclosing any such return or tax information to a peace officer as defined in RCW [9A.04.110](#) or county prosecuting attorney, for official purposes. The disclosure may be made only in response to a search warrant, subpoena, or other court order, unless the disclosure is for the purpose of criminal tax enforcement. A peace officer or county prosecuting attorney who receives the return or tax information may disclose that return or tax information only for use in the investigation and a related court proceeding, or in the court proceeding for which the return or tax information originally was sought or where otherwise allowed to be disclosed under this section;

7. Disclosing any such return or tax information to the proper officer of the Internal Revenue Service of the United States, the Canadian government or provincial governments of Canada, or to the proper officer of the tax department of any state or city or town or county, for official purposes, but only if the statutes of the United States, Canada or its provincial governments, or of such other state or city or town or county, as the case may be, grants substantially similar privileges to the proper officers of the city;

8. Disclosing any such return or tax information to the United States Department of Justice, including the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Defense, the Immigration and Customs Enforcement and the Customs and Border Protection agencies of the United States Department of Homeland Security, the United States Coast Guard, the Alcohol and Tobacco Tax and Trade Bureau of the United States Department of the Treasury, and the United States Department of Transportation, or any authorized representative of these federal agencies or their successors, for official purposes;

9. Publishing or otherwise disclosing the text of a written determination designated by the director as a precedent pursuant to RCW [82.32.410](#);

10. Disclosing, in a manner that is not associated with other tax information, the taxpayer name, entity type, business address, mailing address, revenue tax registration numbers and the

active/closed status of such registrations, state or local business license registration identification and the active/closed status and effective dates of such licenses, reseller permit numbers and the expiration date and status of such permits, North American Industry Classification System or Standard Industrial Classification code of a taxpayer, and the dates of opening and closing of business. Except that this subsection may not be construed as giving authority to the city or any recipient to give, sell, or provide access to any list of taxpayers for any commercial purpose;

11. Disclosing such return or tax information that is also maintained by another Washington State or local governmental agency as a public record available for inspection and copying under the provisions of Chapter [42.56](#) RCW or is a document maintained by a court of record and is not otherwise prohibited from disclosure;

12. Disclosing such return or tax information to the United States Department of Agriculture, or successor department or agency, for the limited purpose of investigating food stamp fraud by retailers;

13. Disclosing to a financial institution, escrow company, or title company, in connection with specific real property that is the subject of a real estate transaction, current amounts due the city for a filed tax warrant, judgment, or lien against the real property;

14. Disclosing to a person against whom the department has asserted liability as a successor under Section [3.10.130](#) return or tax information pertaining to the specific business of the taxpayer to which the person has succeeded;

15. Disclosing real estate excise tax affidavit forms in the possession of the city, including real estate excise tax affidavit forms for transactions exempt or otherwise not subject to tax;

16. Disclosing such return or tax information to the court or hearing examiner in respect to the city's application for a subpoena if there is probable cause to believe that the records in possession of a third party will aid the director in connection with its official duties under this title or a civil or criminal investigation.

D.1. The director may disclose return or taxpayer information to a person under investigation or during any court or administrative proceeding against a person under investigation as provided in this subsection D. The disclosure must be in connection with the department's official duties under this title, or a civil or criminal investigation. The disclosure may occur only when the person under investigation and the person in possession of data, materials, or documents are parties to the return or tax information to be disclosed. The department may disclose return or tax information such as invoices, contracts, bills, statements, resale or exemption certificates, or checks. However, the department may not disclose general ledgers, sales or cash receipt journals, check registers, accounts receivable/payable ledgers, general journals, financial statements, expert's workpapers, income tax returns, state tax returns, tax return workpapers, or other similar data, materials, or documents.

2. Before disclosure of any tax return or tax information under this subsection D, the director must, through written correspondence, inform the person in possession of the data, materials, or

documents to be disclosed. The correspondence must clearly identify the data, materials, or documents to be disclosed. The director may not disclose any tax return or tax information under this subsection D until the time period allowed in subsection (D)(3) of this section has expired or until the court has ruled on any challenge brought under subsection (D)(3) of this section.

3. The person in possession of the data, materials, or documents to be disclosed by the department has twenty days from the receipt of the written request required under subsection (D)(2) of this section to petition the superior court of the county in which the petitioner resides for injunctive relief. The court must limit or deny the request of the director if the court determines that:

a. The data, materials, or documents sought for disclosure are cumulative or duplicative, or are obtainable from some other source that is more convenient, less burdensome, or less expensive;

b. The production of the data, materials, or documents sought would be unduly burdensome or expensive, taking into account the needs of the department, the amount in controversy, limitations on the petitioner's resources, and the importance of the issues at stake; or

c. The data, materials, or documents sought for disclosure contain trade secret information that, if disclosed, could harm the petitioner.

4. The director must reimburse reasonable expenses for the production of data, materials, or documents incurred by the person in possession of the data, materials, or documents to be disclosed.

5. Requesting information under subsection (D)(2) of this section that may indicate that a taxpayer is under investigation does not constitute a disclosure of tax return or tax information under this section.

E. Service of a subpoena issued by the court does not constitute a disclosure of return or tax information under this section. Notwithstanding anything else to the contrary in this section, a person served with a subpoena issued by the court may disclose the existence or content of the subpoena to that person's legal counsel.

F. Any person acquiring knowledge of any return or tax information in the course of his or her employment with the city and any person acquiring knowledge of any return or tax information as provided under subsection (C)(4), (5), (6), (7), (8), (9), or (11) of this section, who discloses any such return or tax information to another person not entitled to knowledge of such return or tax information under the provisions of this section, is guilty of a misdemeanor. If the person guilty of such violation is an officer or employee of the city, such person must forfeit such office or employment and is incapable of holding any public office or employment in this city for a period of two years thereafter. (Ord. 1921-0518 (part), 2018; Ord. 1815-1112 § 1 (part), 2012; Ord. 1709-1107 § 1 (part), 2007; Ord. 1631-1004 § 1 (part), 2004; Ord. 1624-0804 § 1 (part), 2004)

3.10.210 Tax constitutes debt.

Any license fee or tax due and unpaid under this chapter, and all interest and penalties thereon, shall constitute a debt to the city of Shelton and may be collected in the same manner as any other debt in like amount, which remedy shall be in addition to all other existing remedies. (Ord. 1815-1112 § 1 (part), 2012; Ord. 1709-1107 § 1 (part), 2007; Ord. 1631-1004 § 1 (part), 2004; Ord. 1624-0804 § 1 (part), 2004)

3.10.220 Unlawful actions—Violation—Penalties.

A. It shall be unlawful for any person liable for fees under this chapter (or other chapters as listed):

1. To violate or fail to comply with any of the provisions of this chapter or any lawful rule or regulation adopted by the director;
2. To make any false statement on any license application or tax return;
3. To aid or abet any person in any attempt to evade payment of a license fee or tax;
4. To fail to appear or testify in response to a subpoena issued pursuant to Shelton municipal court;
5. To testify falsely in any investigation, audit, or proceeding conducted pursuant to this chapter.

B. Violation of any of the provisions of this chapter is a gross misdemeanor. Any person convicted of a violation of this chapter may be punished by a fine not to exceed one thousand dollars, imprisonment not to exceed one year, or both fine and imprisonment. Penalties or punishments provided in this chapter shall be in addition to all other penalties provided by law.

C. Any person, or officer of a corporation, convicted of continuing to engage in business after the revocation of a license shall be guilty of a gross misdemeanor and may be punished by a fine not to exceed five thousand dollars, or imprisonment not to exceed one year, or both fine and imprisonment. (Ord. 1815-1112 § 1 (part), 2012; Ord. 1709-1107 § 1 (part), 2007; Ord. 1631-1004 § 1 (part), 2004; Ord. 1624-0804 § 1 (part), 2004)

3.10.240 Closing agreement provisions.

The director may enter into an agreement in writing with any person relating to the liability of such person in respect of any tax imposed by any of the chapters within this title and administered by this chapter for any taxable period(s). Upon approval of such agreement, evidenced by execution thereof by the director and the person so agreeing, the agreement shall be final and conclusive as to the tax liability or tax immunity covered thereby, and, except upon a showing of fraud or malfeasance, or misrepresentation of a material fact:

A. The case shall not be reopened as to the matters agreed upon, or the agreement modified, by the director or the taxpayer; and

B. In any suit, action or proceeding, such agreement, or any determination, assessment, collection, payment, abatement, refund, or credit made in accordance therewith, shall not be annulled, modified, set aside, or disregarded. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.250 Charge-off of uncollectible taxes.

The director may charge off any tax, penalty, or interest that is owed by a taxpayer, if the director reasonably ascertains that the cost of collecting such amounts would be greater than the total amount that is owed or likely to be collected from the taxpayer. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

3.10.260 Severability.

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances shall not be affected. (Ord. 1815-1112 § 1 (part), 2012: Ord. 1709-1107 § 1 (part), 2007: Ord. 1631-1004 § 1 (part), 2004: Ord. 1624-0804 § 1 (part), 2004)

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. Chapter 3.10 of the Shelton Municipal Code shall remain in effect until such date as this ordinance becomes effective.

Section 4.

Effective Date. This ordinance shall take effect five days after passage and publication as required by law..

INTRODUCED this 19th day of November, 2019.

ADOPTED by the City Council of the City of Shelton, Mason County, Washington at a regular open public meeting held the 3rd day of December 2019, the following Council being present and voting in favor of this ordinance.

ATTEST:

City Clerk

Mayor Rogers

Deputy Mayor Peterson

Councilmember Cronce

Councilmember Dorcy

Councilmember McDowell

Councilmember Onisko

Councilmember Schmit



**CITY OF SHELTON
COUNCIL BRIEFING REQUEST
(Agenda Item F6)**

Touch Date: 03/20/18
Brief Date: 04/17/18
Action Date: **12/03/19**

Department: **Community Development**
Presented By: **Mark Ziegler**

APPROVED FOR COUNCIL PACKET:

Action Requested:

ROUTE TO:

REVIEWED:

PROGRAM/PROJECT TITLE:

Amendments to contracts for on-call professional building code services

☐

Ordinance

☐

Resolution

ATTACHMENTS:

Contracts and amendments with Clarity Consulting and CodePros

☒

Motion

☐

Other

☒ Dept. Head

☐ Finance Director

☐ Attorney

☒ City Clerk

☐ City Manager

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

The City's contracted on-call professional code services contracts expire on December 31, 2019. The contracts allow for a one-year extension, by amendment, through December 31, 2020.

The amendment for CodePros also includes a change in fees for services as the City adopted a reduced fee for building permits, which goes into effect in January 2019.

The supplemental building code services are utilized on an as-needed basis to administer plan review and inspections when appropriate, in an effort to maintain reasonable review times and inspection schedules.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The fees paid to the consultants are based on a percentage of the City's building and plan review fees.

PUBLIC INFORMATION REQUIREMENTS:

N/A

STAFF RECOMMENDATION/MOTION:

"I move to approve the contract amendments by authorizing the Mayor to sign the On-Call Professional Building Code Services Amendment to Contract #1 for Clarity Consulting and CodePros."

City of Shelton
On- Call Professional Building Code Services
Contract for Professional Services
Amendment to Contract No. 1

The City of Shelton desires to amend the agreement entered into with Clarity Consulting Engineers executed on May 14, 2018 and identified as On-Call Professional Building Code Services.

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

Section 7 Duration of Agreement:

This Agreement shall be in full force and effect for a period commencing on the date of execution and ending December 31, 2020, unless sooner terminated under the provisions hereinafter specified.

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



Contractor Signature

Hoyt D Jeter- President

Print Name and Title

City of Shelton

Print Name and Title

City of Shelton
On- Call Professional Building Code Services
Contract for Professional Services
Amendment to Contract No. 1

The City of Shelton desires to amend the agreement entered into with CodePros LLC executed on May 14, 2018 and identified as On-Call Professional Building Code Services.

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

Section 5. Compensation and Method of Payment:

No minimum level of compensation is guaranteed under this Agreement. Compensation will be based on services actually requested by the City and performed by the Consultant. In consideration of the Consultant providing services, the City shall pay the consultant for the services performed on each Work Order in accordance with the fee schedule included herein as “**Exhibit B.**”

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 “C”** attached hereto and incorporated herein by this reference. The Consultant shall, in conjunction with each invoice, provide an activity report detailing services provided during the billing period. Time shall be tracked in one hour time increments for hourly rate services

All payments are 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. In accordance with the Shelton Municipal Code, the Consultant is subject to licensing requirements and business and occupation tax levied under the Shelton Municipal Code. A City of Shelton Business License is required irrespective of whether goods or services are delivered inside or outside of the City limits, and irrespective of whether the Consultant’s office is within the City limits, and no payment will be made until one is obtained.

Section 7 Duration of Agreement:

This Agreement shall be in full force and effect for a period commencing on the date of execution and ending December 31, 2020, unless sooner terminated under the provisions hereinafter specified.

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



Contractor Signature

City of Shelton

MICHAEL J. BARTH, MCP

Print Name and Title

Print Name and Title

MANAGING MEMBER

11/20/19

EXHIBIT B

CodePros' Plan Review Service Fees:

- Building Plan Review Service Fee (Commercial > \$1M) ~~7065~~% of COS's review fee
- Building Plan Review Service Fee (Commercial = < \$1M) ~~750~~% of COS's review fee
- Building Plan Review Service Fee (1-2 Family Residential) ~~8075~~% of COS's review fee
- Attendance of Pre-App conference for projects > \$1M valuation no charge
- Attendance of Pre-App conference for projects =<\$1M valuation \$75.00 per hour

CodePros' Project Support Service Fees are as follows:

- Building Plan Review Fee ~~7570~~% of jurisdiction's fee
- Building Permit Fee ~~7570~~% of jurisdiction's fee
- Plumbing Permit Fee ~~7570~~% of jurisdiction's fee
- Mechanical Permit Fee ~~7570~~% of jurisdiction's fee
- Energy Permit Fee ~~7570~~% of jurisdiction's fee

Other Fees:

- Supplemental On-Call building inspections \$ 75.00 per hour
- Inspections outside of business hours \$125.00 per hour, (2 hour minimum)
- Investigative Services and/or testimony \$150.00 per hour
- Code Enforcement Activities (as requested by City) \$ 85.00 per hour
- Code consultation and/or code interpretation, not associated with plan review services above \$ 85.00 per hour
- Analysis of alternate methods and/or materials \$ 85.00 per hour
- Structural engineering review by P.E. (projects<\$4M) (actual costs)
- Structural engineering review by P.E. (projects>\$4M) no additional charge

CONTRACT FOR 2018-2020 ON-CALL SERVICES
City of Shelton and Clarity Consulting Engineers

This Agreement is entered into by and between the City of Shelton, Washington, a Washington municipal corporation (“the City” / “Client” / “Public Entity” / “COS”) and Clarity Consulting Engineers, a professional limited liability company (“the Consultant” / “Contractor” / “Professional”), whose principal office is located at 13031 Lala Cove Lane, Olalla, WA 98359, with both City and Consultant collectively referenced as “parties.”

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

WHEREAS, the City 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 On-Call Professional Building Code Services pursuant to certain terms and conditions as defined in this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Scope of Services to be Performed by Consultant.** The Consultant shall perform building code services as described on **Exhibit “A”** attached hereto and incorporated herein by this reference as if fully set forth in this contract. Specific requests for “on-call services” shall be detailed in writing by the City.

The Consultant agrees to perform the On-Call Building Code 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.

2. **Compliance With All Applicable Laws and Requirements.** In performing such services, the Consultant shall at all times comply with all federal, state, and local laws applicable to the performance of such services and the handling of any funds used in connection therewith; this includes applicable prevailing wage requirements. It is the Consultant’s responsibility to identify and comply with such laws, including but not limited to Washington’s laws against discrimination; Washington’s Industrial Safety and Health Act and associated regulations; Washington’s Unemployment Compensation provisions, and any other applicable laws, statutes, regulations or requirements otherwise applicable to the services provided under this Agreement.
3. **Prevailing Wage.** The hourly minimum rate of wage paid to employees shall not be less than the prevailing rate of wage which may be paid to laborers, workers, or mechanics in each trade or occupation required for such public work, employed in the performance of this Agreement by either the Consultant, or any other person doing or contracting to do any part of the work contemplated by this Agreement, and Consultant is responsible for compliance with this requirement.
4. **Registration, Licensing, Bonding.** Consultant shall at all times maintain appropriate registration, licensing and bonding applicable to professional services to be performed pursuant to this agreement, and has provided or will provide written evidence of the same to the City upon execution of this

Agreement, and shall require and produce the same with respect to any subcontractors/assignees (if the same are authorized by the City to perform pursuant to the terms of this Agreement).

5. **Compensation and Method of Payment.** No minimum level of compensation is guaranteed under this Agreement. Compensation will be based on services actually requested by the City and performed by the Consultant. In consideration of the Consultant providing services, the City shall pay the consultant for the services performed on each Work Order in accordance with the fee schedule included herein as “**Exhibit B.**”

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 “C”** attached hereto and incorporated herein by this reference. The Consultant shall, in conjunction with each invoice, provide an activity report detailing services provided during the billing period. Time shall be tracked in one hour time increments for hourly rate services

All payments are 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. In accordance with the Shelton Municipal Code, the Consultant is subject to licensing requirements and business and occupation tax levied under the Shelton Municipal Code. A City of Shelton Business License is required irrespective of whether goods or services are delivered inside or outside of the City limits, and irrespective of whether the Consultant’s office is within the City limits, and no payment will be made until one is obtained.

6. **Provisions for Changes in Scope of Consultant Services.** The Consultant agrees to perform those services based on approved work order.. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental scope of work and upon the City’s approval, shall be compensated based on that approved additional or supplemental scope of work.
7. **Term / Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of execution and ending December 31, 2019, unless sooner terminated under the provisions hereinafter specified. To meet the needs of the City’s on-going projects and by agreement of both parties this contract may be amended to extend the expiration date until December 31, 2020, or completion of work authorized under this agreement whichever is later.
8. **Ownership and Use of Documents.** All reports, data, studies, surveys, charts, maps, drawings, photographs, memoranda, specifications and any other documents, which are produced, developed, or compiled by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City’s use of the documents, drawings, specifications, and other materials outside of the project intended.
9. **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.

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

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

With respect to obligations to hold harmless, indemnify and defend as provided herein, the Consultant agrees to waive Consultant's immunity under Industrial Insurance Title 51 RCW, for any injury, sickness or death suffered by the Consultant's employees that is caused by or arises out of the Consultant's negligence. This waiver is mutually agreed by the parties. IF THE CONSULTANT DOES NOT AGREE WITH THIS WAIVER, IT MUST PROVIDE A WRITTEN NOTICE TO THE CITY PRIOR TO THE DATE OF EXECUTION OF THIS CONTRACT, OR THE CONSULTANT WILL BE DEEMED TO HAVE NEGOTIATED AND WAIVED THIS IMMUNITY. The obligations contained in this section shall survive expiration and termination of this Agreement.

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

11. Insurance.

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

A. *No Limitation*

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

B. *Minimum Scope of Insurance*

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

1. 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 City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. 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.

C. *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.

D. *Other Insurance Provision*

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance,

or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Notice of Cancellation

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

H. Failure to Maintain Insurance

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

I. City Full Availability of Consultant Limits

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

12. 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.
- C. Consultant acknowledges that the City is a public entity subject to Washington State laws regarding Public Records and Open Public Meetings. Consultant agrees that unless otherwise

explicitly provided herein, the City is authorized to produce all records related to this Agreement in response to public records requests received. The Consultant agrees to maintain, preserve and make available upon City request, in a format requested by the City, all records related to this Agreement for a period of no less than seven (7) years from the date of Agreement termination, or longer period as required to comply with Washington State Records Retention standards. The Consultant agrees to ensure that this records requirement is satisfied by any subcontractors, with this requirement to be explicitly set forth in a written agreement between the Consultant and subcontractor.

- D. Upon expiration, cancellation or termination of this Agreement for any reason, the City is entitled to receive, upon City request, all plans, specifications, reports and other materials related to this Agreement and within the Consultant's possession or control, in electronic format or hard copies, as specified by the City, all of which shall be the property of the City to use at its discretion.
- E. The Consultant agrees to maintain current as-built documentation and provide the same to the City throughout the course of any project, and agrees that the City has the ability to withhold any payments due under this Agreement in the event the Consultant fails to keep as-built documentation current and copied to the City.

13. **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.

14. **Termination.** This Agreement may at any time be terminated for any reason, with or without cause, by the City or Consultant upon giving thirty (30) days' written notice of intention to terminate the same. Individual approved Work Orders may be cancelled by 24 hours' notice to the Consultant. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately. Consultant will be paid for satisfactory work performed through the date of termination.

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

In the event of termination, the Consultant will be paid for satisfactory work performed through the date of termination and all finished or unfinished reports, or other material prepared by the consultant pursuant to this Agreement, shall be provided to the City.

15. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap, or any other protected class.
16. **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.

17. **Entire Agreement.** This Agreement and Exhibits A, B, and C, contain the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.
18. **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 (3rd) business day following regular first class mailing (not including date of mailing in calculation), or on the day and time of e-mail transmittal. The designated representative for the City of Shelton is:

Mark Ziegler, Community Development Director
City of Shelton
525 West Cota Street
Shelton, Washington 98584
Phone number: (360) 432-5194
Email: mark.ziegler@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:

Hoyt D. Jeter, President
PO Box 523
13013 Lala Cove Lane
Olalla, WA 98539
Phone number: (206) 356-7790
Email: hoyt@clarityconsultingengineers.com

19. **Applicable Law; Jurisdiction; 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.
20. **Representation of Consultant.** The Consultant represents to the City that it has no conflict of interest in performing any of the services anticipated by this contract. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project or bar the Consultant from conflicting work under this contract.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.

CONTRACT SIGNATURES

DATED this 27 day of March, 2018.

CLARITY CONSULTING ENGINEERS, PLLC

CITY OF SHELTON

By: 

Hoyt D. Jeter, President

By: 

Gary H. Cronic, Mayor

Attest/Authenticated:

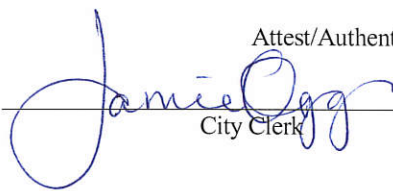

City Clerk

EXHIBIT A

City of Shelton and Clarity Consulting Engineers 2018-2020 On-Call Building Code Services

SCOPE OF SERVICES

When requested by The City, Consultant shall perform services in accordance with the terms and conditions of this agreement.

Full Plan Review: Upon request by the City, the Consultant shall review all contract documents which consist of plans, specifications and engineering data to determine whether the items comply with all applicable ordinances and state building code; in addition, all local codes and regulation required by the city. The Consultant shall issue a formal written document for each set of plans reviewed.

Partial Plan review: Upon request by the City, the Consultant shall review partial elements of contract documents which consist of plans, specifications and engineering data to determine whether the items comply with all applicable ordinances and state building codes; in addition to, all local codes and regulation required by the city. Contract documents may consist of the items listed below. The definitions of a partial plan review is the review of any one of these items or selected multiple items.

- I. Structural Review
- II. Architectural Review (Ordinance and Barrier Free)
- III. Energy Review
- IV. Barrier Free Accessibility Review
- V. Fire Suppression Review
- VI. LEEDS Review
- VII. Mechanical Review
- VIII. Plumbing Review
- IX. Fire Alarm Review

The Consultant shall provide maximum of two rechecks without additional fees.

Additional Reviews: The Consultant shall perform additional reviews beyond (2) rechecks when authorized by the City, at an hourly rate as described in **Exhibit B**.

Miscellaneous Engineering: Upon request of the city the Consultant shall provide miscellaneous engineering services, at an hourly rate as described in **Exhibit B**, but shall not exceed an agreed amount.

Inspection: Upon request by the City, the Consultant shall inspect all structures as defined by the permitted documents on an hourly basis as described in **Exhibit B**.

Number of working days for plan check:	First review	Second review
Single Family residence/duplex	10	5
Commercial/Multi-Family under \$5M in valuation	15	10
Commercial/Multi-Family over \$5M in valuation	30	15

EXHIBIT B

Compensation

BUILDING CODE REVIEW FEE STRUCTURE

Commercial/Multi-Family Non-Structural Fire/Life Safety and Structural review only:

Valuation of Construction	Clarity Consulting Plan Review Fee (% of Building Department <u>Plan review</u> fee)	Hourly rate (Reviews in excess of 2)
\$1 to \$500,000	80%	\$110
\$500,001 to \$2,500,000	75%	\$110
\$2,500,001 and above	65%	\$110

Commercial/Multi-Family Non-Structural, Fire/Life Safety, Mechanical, LEED, Plumbing or Structural review only

Valuation of Construction	Clarity Consulting Plan Review Fee (% of Building Department <u>Plan review</u> fee)	Hourly rate (Reviews in excess of 2)
\$1 to \$500,000	75%	\$110
\$500,001 to \$2,500,000	65%	\$110
\$2,500,001 and above	55%	\$110

Single Family Residence Full Review

Clarity Consulting Plan Review Fee (% of Building Department <u>Permit</u> Fee)	Hourly rate (Reviews in Excess of 2)
50%	\$110

Fire Suppression and/or fire alarm review is based on hourly fees at a rate of \$110 per hour.

The Consultant shall provide maximum of two rechecks without any additional fees.

The above fees include all labor, material and expenses required for completion of these service

Hourly Rate Schedule

Personnel Description	Hourly Billing Rates
Professional Engineer	\$110
Architect	\$110
Certified Code Review Personnel	\$100
Fire Protection Engineer	\$110
Certified Inspector	\$85
Electrical Specialty	\$95
Permit Technician	\$60
Administration Support	\$45

If prevailing wages are required on a project, then CCE's rates will be adjusted to accommodate prevailing rate payroll rules.

In addition, CCE's rates will be adjusted to accommodate for overtime, evening and night shift premiums with authorization by the City

Personal vehicles for inspections, shall be billed the mileage at the standard federal rate. The mileage shall only be from the city hall to the site for inspections.

EXHIBIT C

City of Shelton and Clarity Consulting Engineers 2018-2020 On-Call Building Code Services

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

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

For Department Use Only

Community Development Director

Date: _____

EXHIBIT D

City of Shelton and Clarity Consulting Engineers 2018-2020 On-Call Building Code Services

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

☐ Corporation ☐ 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: _____

CONTRACT FOR 2018-2020 ON-CALL SERVICES
City of Shelton and CodePros LLC

This Agreement is entered into by and between the City of Shelton, Washington, a Washington municipal corporation (“the City” / “Client” / “Public Entity” / “COS”) and CodePros, a professional limited liability company (“the Consultant” / “Contractor” / “Professional”), whose principal office is located at 101 E Fairway Dr., Allyn, WA 98524-9746, with both City and Consultant collectively referenced as “parties.”

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

WHEREAS, the City 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 On-Call Professional Building Code Services pursuant to certain terms and conditions as defined in this Agreement; and

WHEREAS, the previous agreement between the Municipality and the Company, dated July 28, 2015 is hereby replaced by this agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual benefits and conditions set forth below, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

Agreement, and shall require and produce the same with respect to any subcontractors/assignees (if the same are authorized by the City to perform pursuant to the terms of this Agreement).

5. **Compensation and Method of Payment.** No minimum level of compensation is guaranteed under this Agreement. Compensation will be based on services actually requested by the City and performed by the Consultant. In consideration of the Consultant providing services, the City shall pay the consultant for the services performed on each Work Order in accordance with the fee schedule included herein as “**Exhibit B.**”

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 “C”** attached hereto and incorporated herein by this reference. The Consultant shall, in conjunction with each invoice, provide an activity report detailing services provided during the billing period. Time shall be tracked in one hour time increments for hourly rate services

All payments are 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. In accordance with the Shelton Municipal Code, the Consultant is subject to licensing requirements and business and occupation tax levied under the Shelton Municipal Code. A City of Shelton Business License is required irrespective of whether goods or services are delivered inside or outside of the City limits, and irrespective of whether the Consultant’s office is within the City limits, and no payment will be made until one is obtained.

6. **Provisions for Changes in Scope of Consultant Services.** The Consultant agrees to perform those services based on approved work order. Unless modified in writing and agreed to by both parties, the duties of the Consultant shall not be construed to exceed those services. The City and the Consultant agree that if additional duties are to be performed by the Consultant in the prosecution of this work, the Consultant shall submit an additional or supplemental scope of work and upon the City’s approval, shall be compensated based on that approved additional or supplemental scope of work.
7. **Term / Duration of Agreement.** This Agreement shall be in full force and effect for a period commencing on the date of execution and ending December 31, 2019, unless sooner terminated under the provisions hereinafter specified. To meet the needs of the City’s on-going projects and by agreement of both parties this contract may be amended to extend the expiration date until December 31, 2020, or completion of work authorized under this agreement whichever is later.
8. **Ownership and Use of Documents.** All reports, data, studies, surveys, charts, maps, drawings, photographs, memoranda, specifications and any other documents, which are produced, developed, or compiled by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The City shall hold the Consultant harmless for the City’s use of the documents, drawings, specifications, and other materials outside of the project intended.
9. **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.

10. **Indemnification/Hold Harmless.** Consultant shall defend, indemnify and hold the City its officers, officials, employees agents, representatives and volunteers ("Indemnified Parties") harmless from and against any and all claims, actions, liabilities, injuries, losses, expenses, and damages including but not limited to injuries, sickness or death to persons and damage to property and suits including reasonable costs and attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City..

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

The City shall indemnify and hold the Consultant harmless for claims against the Consultant arising from the enforcement of any of the Municipality's Codes, which are determined by a court of competent jurisdiction to be unconstitutional or otherwise invalid, and in cases where the professional services provided pursuant to this Agreement are performed in good faith and as generally accepted standards practiced by others providing similar services. The provisions applicable to a "building official" in accordance with the 2015 International Building Code Section 104.8 shall extend to the Consultant when charged with the enforcement of the code(s). The Consultant shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of the Municipality's Codes.

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

11. **Insurance.**

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

indicated herein.

A. No Limitation

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

B. Minimum Scope of Insurance

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

1. 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 City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.
3. 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.

C. 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.

D. Other Insurance Provision

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Notice of Cancellation

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

H. Failure to Maintain Insurance

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

I. City Full Availability of Consultant Limits

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

12. 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.
- C. Consultant acknowledges that the City is a public entity subject to Washington State laws regarding Public Records and Open Public Meetings. Consultant agrees that unless otherwise explicitly provided herein, the City is authorized to produce all records related to this Agreement in response to public records requests received. The Consultant agrees to maintain, preserve and make available upon City request, in a format requested by the City, all records related to this Agreement for a period of no less than seven (7) years from the date of Agreement termination, or longer period as required to comply with Washington State Records Retention standards. The Consultant agrees to ensure that this records requirement is satisfied by any subcontractors, with

this requirement to be explicitly set forth in a written agreement between the Consultant and subcontractor.

- D. Upon expiration, cancellation or termination of this Agreement for any reason, the City is entitled to receive, upon City request, all plans, specifications, reports and other materials related to this Agreement and within the Consultant's possession or control, in electronic format or hard copies, as specified by the City, all of which shall be the property of the City to use at its discretion.

13. **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.

14. **Termination.** This Agreement may at any time be terminated for any reason, with or without cause, by the City upon giving to the Consultant thirty (30) days' written notice of the City's intention to terminate the same. Individual approved Work Orders may be cancelled by 24 hours' notice to the Consultant. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement in accordance with Section 11(H) above. 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 the event of termination, the Consultant will be paid for satisfactory work performed through the date of termination.

15. **Discrimination Prohibited.** The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status, or presence of any sensory, mental, or physical handicap, or any other protected class.
16. **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.
17. **Entire Agreement.** This Agreement and Exhibits A, B, and C, contain the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party. Either party may request changes to the Agreement. Proposed changes, which are mutually agreed upon and signed by each parties authorized signatory, shall be incorporated by written amendments to this Agreement.
18. **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 (3rd) business day following regular first class mailing (not including date of mailing in calculation), or on the day and time of e-mail transmittal. The designated representative for the City of Shelton is:

Mark Ziegler; Community Development Director

City of Shelton
525 West Cota Street
Shelton, Washington 98584
Phone number: (360) 432-5194
Email: mark.ziegler@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:

Michael J. Barth, Managing Member
PO Box 185
Allyn, WA 98524
Phone number: (360) 801-3913
Email: mbarth@codeproswa.com

19. **Applicable Law; Jurisdiction; 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.
20. **Representation of Consultant.** The Consultant represents to the City that it has no conflict of interest in performing any of the services anticipated by this contract. In the event that the Consultant is asked to perform services for a project with which it may have a conflict, it will disclose such conflict to the City. At the discretion of the City, the City may direct the Consultant to refrain from entering into a contract with representatives of the conflicting project or bar the Consultant from conflicting work under this contract.
21. **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.
22. **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.
23. **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.
24. **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.

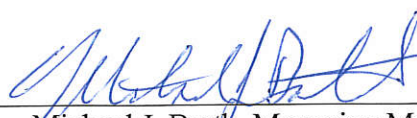
25. **Review / Authority.** Each party represents to the other party that it has (a) fully read and understood the terms of this Agreement, (b) had the opportunity to seek the assistance of independent legal counsel regarding this Agreement and its terms; (c) full legal authority to enter into this Agreement 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.
26. **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.
27. **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.


CONTRACT SIGNATURES

DATED this 14th day of May, 2018.

CODEPROS, LLC

CITY OF SHELTON

By:  5/14/18
Michael J. Barth, Managing Member

By: 
Gary H. Cronic, Mayor

Attest/Authenticated:


City Clerk

EXHIBIT A

City of Shelton and CodePros 2018-2020 On-Call Building Code Services

Scope of Services

CodePros proposes to provide the City of Shelton with Supplemental (as-needed) Building Department Services to include plan review, inspection, and/or project support services. Plan Review, Inspections Service and Project Support Services include, but are not limited to building, plumbing, mechanical and energy code plan review, and building inspections including the following:

- Building Setbacks (as approved by zoning official)
- Footings (rebar)
- Foundation Walls (rebar)
- Underground plumbing
- Under-floor framing / concrete slab
- Shear-wall, hold-downs / roof sheathing
- Rough plumbing
- Rough mechanical (HVAC, vents, exhausts, gas piping)
- Rough framing
- Insulation
- Drywall
- Commercial ceiling grid
- Fire-resistant assemblies and penetration protection
- Final plumbing
- Final mechanical
- Final building (including energy)

Number of working days for plan check:	First review	Second review
(IRC) Single Family residence/duplex	10	5
(IBC) Small Commercial/Multi-Family under \$1M in valuation	15	10
(IBC) Large Commercial/Multi-Family \$1M and above to under \$10M in valuation	20	15
(IBC) Exceptionally Large Commercial/Multi-Family over \$10M in valuation	30	15

EXHIBIT B

CodePros' Plan Review Service Fees:

- Building Plan Review Service Fee (Commercial > \$1M) 65% of COS's review fee
- Building Plan Review Service Fee (Commercial = < \$1M) 70% of COS's review fee
- Building Plan Review Service Fee (1-2 Family Residential) 75% of COS's review fee
- Attendance of Pre-App conference for projects > \$1M valuation no charge
- Attendance of Pre-App conference for projects ≤ \$1M valuation \$75.00 per hour

CodePros' Project Support Service Fees are as follows:

- Building Plan Review Fee 70% of jurisdiction's fee
- Building Permit Fee 70% of jurisdiction's fee
- Plumbing Permit Fee 70% of jurisdiction's fee
- Mechanical Permit Fee 70% of jurisdiction's fee
- Energy Permit Fee 70% of jurisdiction's fee

Other Fees:

- Supplemental On-Call building inspections \$ 75.00 per hour
- Inspections outside of business hours \$125.00 per hour, (2 hour minimum)
- Investigative Services and/or testimony \$150.00 per hour
- Code Enforcement Activities (as requested by City) \$ 85.00 per hour
- Code consultation and/or code interpretation, not associated with plan review services
above \$ 85.00 per hour
- Analysis of alternate methods and/or materials \$ 85.00 per hour
- Structural engineering review by P.E. (projects < \$4M) (actual costs)
- Structural engineering review by P.E. (projects > \$4M) no additional charge

EXHIBIT C

City of Shelton and CodePros 2018-2020 On-Call Building Code Services

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

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

For Department Use Only

Community Development Director

Date: _____

EXHIBIT D

City of Shelton and CodePros 2018-2020 On-Call Building Code Services

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

TAX IDENTIFICATION NUMBER

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

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

Please check the appropriate category:

☐ Corporation ☐ 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: _____