

Shelton City Council Meeting Agenda March 3, 2020 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. Voucher number 101556 in the amount of \$21,552.18
- 2. Vouchers numbered 101557 through 101594 in the amount of \$113,886.55
- 3. Minutes from the business meeting of December 17, 2019

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

- 1. Downtown Connector Final Acceptance Presented by City Manager Jeff Niten (Tab 2)
- 2. DOC Grant Acceptance for Civic Center Parking Log Presented by City Manager Jeff Niten (Tab 3)
- F. Action Agenda (Action/Public Comment Taken) No action items to discuss.
- G. General Public Comment (3-minute time limit)

H. Administration Reports

City Manager Report

I. Executive Session

- 1. Performance of a Public Employee (30 Minutes)
- J. New Items for Discussion

K. Announcement of Next Meeting – March 17, 2020 at 6:00 p.m.

L. 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.



2020 Looking Ahead (Items and dates are subject to change)

Tues. 3/17 12:00 p.m.	Special Meeting	Joint City Council & Squaxin Tribal Council	Packet Items Due: Fri. 3/6
Tues. 3/17 5:50 p.m.	Regular SMPD Meeting	Consent Agenda • Vouchers/Meeting Minutes Business Agenda • Election of President and Clerk of the Board Action Agenda • Administration Report •	Packet Items Due: Fri. 3/6
Tues. 3/17 6:00 p.m.	Regular Council Meeting	Consent Agenda • Vouchers/Payroll Warrants/Meeting Minutes Presentations • Bullet Point List of Code Updates Business Agenda • Ordinance No. 1949-0220 Single Room Occupancy Action Agenda • Downtown Connector Final Acceptance • DOC Grant Acceptance for Civic Center Parking Lot • SWAT Team ILA Administration Report	Packet Items Due: Fri. 3/6
Tues. 4/7 6:00 p.m.	Regular Meeting	Consent Agenda • Vouchers/Payroll Warrants/Meeting Minutes Presentations • Business Agenda • Action Agenda • Ordinance No. 1949-0220 Single Room Occupancy • Ordinance No. 1948-0120 Parks, Recreation, Open Space and Trails (PROST) Plan Administration Report •	Packet Items Due: Fri. 3/27
Tues. 4/21 5:00 p.m.	Special Meeting Study Session	Road Rating Discussion	Packet Items Due: Fri. 4/10
Tues. 4/21 6:00 p.m.	Regular Meeting	Consent Agenda Vouchers/Payroll Warrants/Meeting Minutes Presentations	Packet Items Due: Fri. 4/10

		2010 Rudget Veer End Review	
		2019 Budget Year End Review Business Agenda	
		•	
		Action Agenda	
		• Administration Report	
		•	
Tues. 5/5 6:00 p.m.	Regular Meeting	Consent Agenda Vouchers/Payroll Warrants/Meeting Minutes Presentations 	Packet Items Due: Fri. 4/24
		Business Agenda	
		Action Agenda	
		Administration Report	
Tues. 5/19 6:00 p.m.	Regular Meeting	Consent Agenda • Vouchers/Payroll Warrants/Meeting Minutes Presentations	Packet Items Due: Fri. 5/8
		Business Agenda	
		Action Agenda	
		Administration Report	
Tues. 6/2 6:00 p.m.	Regular Meeting	Consent Agenda Vouchers/Payroll Warrants/Meeting Minutes Presentations 	Packet Items Due: Fri. 5/22
		Business Agenda	
		Action Agenda	
		Administration Report	
Tues. 6/16 5:50 p.m.	Regular SMPD Meeting	Consent Agenda • Vouchers/Meeting Minutes Business Agenda	Packet Items Due: Fri. 6/5
		Action Agenda	
		Administration Report	
Tues. 6/16 6:00 p.m.	Regular Meeting	Consent Agenda Vouchers/Payroll Warrants/Meeting Minutes Presentations 	Packet Items Due: Fri. 6/5
		• Business Agenda	
Updated 2/24	/20		

Updated 2/24/20

Action Agenda	
Administration Report	
•	

Other – TBD

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

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the
services rendered or the labor performed as described herein vouchers numbered <u>101556</u> in the amount
of <u>\$21,552.18</u> that the claims are just, due and unpaid obligations against the City of Shelton, and that
I am authorized to authenticate and certify said claims.
I am authorized to authenticate and certify said claims. Signed this 13 ¹³ of February, 2020, APA AME
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 _____ , 2020.

Mayor Kevin Dorcy

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit

Packet: APPKT01538 - February 12, 2020-JAN/2020 Key2Purchase Statement Pmt

By Check Number

Shelton, WA

Payment Type Regular Checks Manual Checks Voided Checks Bank Drafts EFT's

PHINGY	
Vendor Number	Vendor Name
Bank Code: APBNK-	Main-APBNK-Main
VEN01232	KEY2PURCHASE

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	Payment Date	Payment Typ	e	Discount Amount	Payment Amount	Number
	02/12/2020	Regular		0.00	21,552.18	101556
	Bank Code APBNK-Main S	ummary				
	Payable Pa	ayment				
	Count	Count	Discount	Payment		
5	1	1	0.00	21,552.18		
5	0	0	0.00	0.00		
	0	0	0.00	0.00		
	0	0	0.00	0.00		
	0	0	0.00	0.00		
	1	1	0.00	21,552.18		

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Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2020	21,552.18
			21,552.18

Packet: APPKT01538 - February 12, 2020-JAN/2020 Key2Purchase Statement Pmt

By Check Number



Shelton, WA

Packet: APPKT01538-February 12, 2020-JAN/2020 Key2Purchase Statement Pmt

/endor Number 3ank Code: APBNK-M	Vendor Name Iain-APBNK-Main	Payment	t Date I	Payment Type	Discount Am	ount Payı	ment Amount	Number
/EN01232	KEY2PURCHASE	02/12/20	D20 F	Regular		0.00	21,552.18	101556
Payable #	Payable Type	Payable Date	Payable Description	-	Discount Amount	Payable A	-	
Account Nun	nber	Account Name	Project Account	Key Item Descript		Dist Amoun		
JAN/2020	Invoice	01/31/2020	-	CHASE CREDIT CARD S	0.00		,552.18	
001-000-000		Office and Operating	electron a production interaction and the	01/15/20-VIS		21.76		
	-51160-4200	Communication		01/21/20-VES		33.50		
001-000-000		Miscellaneous		01/30/20-TH		12.99		
001-000-000		Miscellaneous-Training		01/23/20-WE		325.00		
001-000-000		Office and Operating		01/09/20-AM		50.04		
	-51310-3100	Office and Operating		01/10/20-VIS		21.70		
	-51310-3100	Office and Operating		01/31/20-FRE		9.7		
	-51310-4900	Miscellaneous		01/27/20-AD		65.20		
	-51421-3100	Office and Operating		01/16/20-BLA		261.59		
	-51421-3100	Office and Operating						
)-51421-3100			01/30/20-WV		372.00		
		Office and Operating		01/21/20-VIS		29.3		
	-51423-3100	Office and Operating		01/30/20-WV		372.0		
	-51423-3100	Office and Operating		01/07/20-210		362.83		
	-51423-4907	Miscellaneous-Training		01/30/20-AN		125.00		
	-51430-4907	Miscellaneous-Clerk-Trai	in	01/30/20-PAY		550.00		
	-51810-3100	Office and Operating		01/06/20-FOI		165.70		
001-000-000	-51810-3100	Office and Operating		01/21/20-DO	LLAR TREE YA	6.5	6	
	-51810-3100	Office and Operating		01/22/20-FRE	D-MEYER FO	74.9	8	
001-000-000	-51810-3101	Office & Operating-Wellr	n	01/03/20-TAC	QUERIA LAS P	7.0	D	
001-000-000)-51810-3101	Office & Operating-Wellr	n	01/02/20-TIC	KET MASTER	116.6	3	
001-000-000)-51810-3101	Office & Operating-Wellr	n	01/03/20-TAC	QUERIA LAS P	1,298.6	D	
001-000-000	-51810-3101	Office & Operating-Wellr	n	01/02/20-TIC	KET MASTER	101.5	3	
001-000-000	-51810-4200	Communication		01/27/20-US	PS POSTAGE/	19.3	0	
001-000-000)-51810-4307	Travel-Training		01/28/20-AL	ASKA AIRLINE	321.7	9	
001-000-000)-51810-4307	Travel-Training		01/28/20-AL	ASKA AIRLINE	321.7	9	
001-000-000)-51810-4307	Travel-Training		01/07/20-AIR	BNB-SUTHER	112.9	4	
001-000-000)-51830-3100	Office and Operating		01/08/20-WA	LMART SUPE	108.8	7	
001-000-000)-51861-3100	Office and Operating		01/23/20-DIS	PLAYS2GO CE	123.9	4	
001-000-000)-51888-3100	Office and Operating	20-NEWEQUIP	01/08/20-AN	IZN MKTP PH	12.0	1	
001-000-000	-51895-4100	Prof Srvcs/Advertising-P		01/27/20-WV	VW.GLASSDO	249.0	0	
001-000-000	-51895-4100	Prof Srvcs/Advertising-P		01/23/20-NE		130.0		
content to a particulation - descention)-51895-4100	Prof Srvcs/Advertising-P		01/09/20-NE		125.0		
)-51895-4100	Prof Srvcs/Advertising-P			IERICAN PUBL	325.0		
)-51895-4100	Prof Srvcs/Advertising-P		01/09/20-SE/		220.0		
)-51895-4900	Miscellaneous		01/17/20-STF		750.0		
)-51895-4907	Miscellaneous-Training			PAL ASSOC O	50.0		
)-52122-3100	Office and Operating			IAZON.COM E	26.8		
)-52122-3100	Office and Operating		-01/16/20-AN		20.8		
)-52122-3100	Office and Operating				52.7		
)-52122-3100			01/08/20-AN				
		Office and Operating		01/15/20-PR		442.7		
)-52122-3100	Office and Operating			IAZON.COM F	27.1		
)-52122-3100	Office and Operating		01/30/20-AN		141.3		
)-52122-3100	Office and Operating		01/08/20-LK0		168.1		
)-52122-3100	Office and Operating		01/06/20-AN		631.7		
of source and so in second of)-52122-3100	Office and Operating			TAPRINT OHL	21.7		
)-52122-3100	Office and Operating		01/28/20-LA	POLICE GEAR	826.7	9	
)-52122-3100	Office and Operating		01/22/20-PO	CKETPRESS W	359.6	0	
)-52122-3110	Office & Operating-Auto		01/06/20-AN	IZN MKTP HU	27.1	5	
001-000-000)-52122-3110	Office & Operating-Auto		01/30/20-AN	IZN MKTP CA	43.5	2	
001-000-000)-52122-3200	Gas & Oil		01/02/20-SH	ELL OIL FUEL-	75.0	0	
001-000-000)-52122-3507	Sm Tools/Minor Equip-G	ir 20-NEWEQUIP	01/27/20-AN	IZN MKTP BIK	378.4	1	
001-000-000)-52122-3507	Sm Tools/Minor Equip-G	r 20-NEWEQUIP	01/08/20-AN	1ZN MKTP SA	2,880.8	6	
001-000-000)-52122-4100	Patrol-Professional Servi	ic		R CERTIFICATI	302.7		
)-52122-4805	Repairs and Maintenance		01/13/20-SQ		294.5		
)-52122-4900	Miscellaneous			SRO DUES PA	40.0		
)-52140-4305	Travel-Stop Grant			ASKA AIRLINE	593.8		
				51, 55, 20 AD	······································	333.0	-	

Packet: APPKT01538-February 12, 2020-JAN/2020 Key2Purchase Statement Pmt

Vendor Number	Vendor Name	Payment Da	ate	Payment Type	Discount Amoun	Payment Amount	Number
001-000-00	0-52140-4901	Miscellaneous-Administra		01/16/20-GLO	CK PROFESSI	250.00	
001-000-00	0-52140-4901	Miscellaneous-Administra		01/16/20-GLO	CK PROFESSI	400.00	
001-000-00	0-52140-4901	Miscellaneous-Administra		01/17/20-GLO	CK PROFESSI	-400.00	
001-000-00	0-52140-4901	Miscellaneous-Administra		01/29/20-ALIC	E TRAINING	695.00	
001-000-00	0-52140-4901	Miscellaneous-Administra		01/09/20-NATI	ONAL INTE	50.00	
001-000-00	0-52140-4901	Miscellaneous-Administra		01/21/20-SQU/	ARE CHRIS K	125.00	
001-000-00	0-52140-4901	Miscellaneous-Administra		01/21/20-SQU/	ARE MIKE FI	125.00	
001-000-00	0-52140-4902	Miscellaneous-Operation		01/16/20-ALIC	E TRAINING	1,390.00	
001-000-00	0-52140-4905	Miscellaneous-Stop Grant		01/08/20-EVAV	V INT'L CON	595.00	
	0-55430-3100	Office and Operating		01/24/20-WAL	-MART CO	63.64	
	0-55430-4800	Repairs and Maintenance		01/21/20-ROTO	D-ROOTER C	569.02	
001-000-00	0-55850-4907	Miscellaneous-Training		01/17/20-ARG	US PACIFIC S	180.00	
001-000-00	0-55850-4907	Miscellaneous-Training		01/17/20-WAB	O WINTER	20.00	
001-000-00	0-57680-3100	Office and Operating		01/07/20-DISC	OUNT PLAY	464.07	
001-000-00	0-59421-6401	POLICE CAPITAL EXP-Vehi	20-NEWEQUIP	01/14/20-WA I	DOL TITLE &	804.69	
101-000-00	0-54264-3100	Office and Operating		01/13/20-TIME	EMARK CRE	-16.93	
<u>101-000-00</u>	0-54264-3100	Office and Operating		01/10/20-TIME	EMARK DELT	1,015.13	
401-000-00	0-53480-3100	Office and Operating		01/23/20-AUT	OMATIONDI	143.62	
401-000-00	0-53480-4907	Miscellaneous-Training		01/31/20-GRE	EN RIVER CO	400.00	
404-000-00	0-59540-4900	STORM CAPITAL EXP-Misc	20-NEWEQUIP	01/13/20-WA I	DOL TABS &	45.00	
503-000-00	0-54865-3104	Oper Supp-Parts-EM&R V		01/06/20-ONL	NECOMPO	36.69	

Bank Code APBNK-Main Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	21,552.18
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	21,552.18

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2020	21,552.18
			21,552.18

VOUCHER APPROVAL

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein vouchers numbered <u>101557</u> through number <u>101594</u> in the amount of <u>\$113,886.55</u> that the claims are just, due and unpaid obligations against the City of Shelton, and that I am authorized to authenticate and certify said claims. Signed this <u>14</u>th of <u>Felomany</u>, 2020.

for Director of Financial Services Manager

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 _____, 2020.

Mayor Kevin Dorcy

Deputy Mayor Deidre Peterson

Councilmember James Boad

Councilmember Megan Fiess

Councilmember Kathy McDowell

Councilmember Eric Onisko

Councilmember Joe Schmit

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Shelton, WA

Check Register

Packet: APPKT01542 - February 14, 2020 - FEB/2020 Invoices

By Check Number

AINO						
Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBNK-Ma	ain-APBNK-Main					
002520	AUS WEST LOCKBOX	02/14/2020	Regular	0.00		101557
003655	BATTERIES PLUS	02/14/2020	Regular	0.00	90.37	101558
098000	BUILDERS FIRSTSOURCE	02/14/2020	Regular	0.00	58.14	101559
006400	CASCADE NATURAL GAS	02/14/2020	Regular	0.00	5,128.47	101560
VEN01897	CENTRAL PAVING LLC	02/14/2020	Regular	0.00	7,750.04	101561
008450	COMMUNITY ACTION COUNCIL	02/14/2020	Regular	0.00	10.00	101562
008733	CRIMINAL JUSTICE TRAINING COMN	02/14/2020	Regular	0.00	200.00	101563
008800	CUT-RATE AUTO PARTS	02/14/2020	Regular	0.00	96.46	101564
009251	DATAPROSE LLC	02/14/2020	Regular	0.00	2,898.99	101565
009591	DEPT OF LABOR & INDUSTRIES	02/14/2020	Regular	0.00	395.38	101566
009595	DEPT. OF LICENSING	02/14/2020	Regular	0.00	18.00	101567
009779	DIGITAL ALLY, INC.	02/14/2020	Regular	0.00	76.16	101568
010006	DRAGON ANALYTICAL	02/14/2020	Regular	0.00	250.00	101569
VEN01592	EDGAR JERONIMO PABLO	02/14/2020	Regular	0.00	247.50	101570
027977	FRANK RAINS	02/14/2020	Regular	0.00	1,732.73	101571
031500	GALLS, LLC	02/14/2020	Regular	0.00	658.43	101572
VEN01940	JAYSON L. SEIBERT	02/14/2020	Regular	0.00	396.09	101573
VEN01230	L.N. CURTIS & SONS	02/14/2020	Regular	0.00	1,212.68	101574
085995	LANGUAGE LINE SERVICES	02/14/2020	Regular	0.00	243.54	101575
108850	MASON COUNTY GARBAGE COA W	02/14/2020	Regular	0.00	3,882.35	101576
VEN01901	MATT WIER	02/14/2020	Regular	0.00	100.00	101577
132235	MOUNTAIN MIST WATER	02/14/2020	Regular	0.00	411.80	101578
133950	MPH INDUSTRIES INC.	02/14/2020	Regular	0.00	367.74	101579
144504	NSI LAB SOLUTIONS, INC	02/14/2020	Regular	0.00	583.00	101580
VEN01963	OLYMPIA VETERINARY SPECIALISTS	02/14/2020	Regular	0.00	431.00	101581
151000	P. U. D. # 3	02/14/2020	Regular	0.00	44,312.45	101582
VEN01646	PIVETTA BROTHERS CONST., INC	02/14/2020	Regular	0.00	26,457.09	101583
009785	PORTER FOSTER RORICK LLP	02/14/2020	Regular	0.00	10,935.00	101584
VEN01317	RAINBOW METALS, INC.	02/14/2020	Regular	0.00	1,177.46	101585
200531	SHELTON MAIL & SHIP	02/14/2020	Regular	0.00	55.70	101586
VEN01947	STANLEY CONVERGENT SECURITY S	02/14/2020	Regular	0.00	196.83	101587
201300	TOZIER BROS INC.	02/14/2020	Regular	0.00	136.44	101588
202340	UTILITIES UNDERGROUND LOCATIO	02/14/2020	Regular	0.00	43.86	101589
203030	WASHINGTON STATE PATROL	02/14/2020	Regular	0.00	722.50	101590
053987	WESTBAY NAPA AUTO PARTS	02/14/2020	Regular	0.00	783.17	
204123	WHISLER COMMUNICATIONS	02/14/2020	Regular	0.00		101592
VEN01962	WSU PROFESSIONAL EDUCATION	02/14/2020	Regular	0.00	1,200.00	101593
204501	ZEP MANUFACTURING CO.	02/14/2020	Regular	0.00	21	101594
A. 1999 - 1999 - 1999 - 1999 - 1997 -			5			

Bank Code APBNK-Main Summary

	Payable	Payment		
Payment Type	Count	Count	Discount	Payment
Regular Checks	95	38	0.00	113,886.55
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
	95	38	0.00	113,886.55

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2020	113,886.55
			113,886.55

Shelton, WA

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SH.

Packet: APPKT01542 - February 14, 2020 - FEB/2020 Invoices

By Check Number

/endor Number Bank Code: APBNK-M	Vendor Name	Payme	nt Date	Paymen	t Type	Discount Am	ount Payme	nt Amount	
					/	Discountrain	iount rayine	in Amount	Number
102520									
002520	AUS WEST LOCKBOX	02/14/		Regular			0.00		101557
Payable #	Payable Type	Payable Date	Payable Descrip		Dis		Payable Ame	ount	
Account Nu	mber	Account Name	Project Acco	-	Item Description		Dist Amount		
1991607523	Invoice	01/29/2020	ACCT #79210597	73 - LAUNDR		0.00		4.66	
402-400-00	0-53580-4900	Miscellaneous			ACCT #79210597	3 - LAUN	44.66		
<u>1991617264</u>	Invoice	02/05/2020	ACCT #79210597	73 - LAUNDF	Y SERVICES	0.00	4	4.66	
402-400-00	0-53580-4900	Miscellaneous			ACCT #79210597	3 - LAUN	44.66		
00000		02/14/	2020	Desular			0.00	00.07	101550
03655 Payable #	BATTERIES PLUS Payable Type	02/14/ Payable Date	Payable Descrip	Regular	Die	count Amount	0.00 Payable Am		101558
Account Nu	Contraction and Contraction of the Contraction	Account Name	Project Acco		Item Description		Dist Amount	ount	
P23539258	Invoice	01/23/2020	CUST #36043252			0.00		0.37	
	0-51160-3100	Office and Operating	0031 #3004325.	193-DORFC	CUST #36043251		26.10	0.57	
10 St - 52700 St - 52700	0-51830-3100	Office and Operating			CUST #36043251		10.49		
	0-51830-3100	Office and Operating			CUST #36043251		10.49		
	0-51830-3100	Office and Operating			CUST #36043251		32.79		
	0-51888-3100	Office and Operating			CUST #36043251		10.50		
0		operating					10.00		
98000	BUILDERS FIRSTSOUF	RCE 02/14/	2020	Regular			0.00	58.14	101559
Payable #	Payable Type	Payable Date	Payable Descrip	tion	Dis	scount Amount	Payable Am	ount	
Account Nu	ımber	Account Name	Project Acco	ount Key	Item Description	L .	Dist Amount		
80389966	Invoice	01/27/2020	ACCT #671668-k	NIFE FLOOP	LINELEUM, B	0.00	5	58.14	
402-400-00	00-53580-3100	Office and Operating			ACCT #671668-K	NIFE FLO	58.14		
06400	CASCADE NATURAL (GAS 02/14/	2020	Regular			0.00	5,128.47	1015.00
Payable #	Payable Type	Payable Date	Payable Descrip		Dis	scount Amount	Payable Am		101300
Account Nu		Account Name	Project Acc		Item Description		Dist Amount	ount	
JAN/2020	Invoice	02/04/2020	JAN/2020 GAS C	-		0.00		28.47	
	0-51890-4715	Utility Services-Civic Ct	5		ACCT #881 121 0		290.40		
	0-55430-4700	Utility Services-Animal			ACCT #019 121 0		172.86		
	0-57250-4700	Utility Services-Library			ACCT #079 121 0		352.28		
401-000-00	0-53480-4701	Utility Services - Shop			ACCT #809 121 0	000 7 #A-	55.33		
401-000-00	00-53480-4701	Utility Services - Shop			ACCT #909 121 0	0000 6 #B-	504.28		
401-000-00	00-53480-4701	Utility Services - Shop			ACCT #536 175 0)649 7 #D-	57.97		
401-000-00	00-53480-4701	Utility Services - Shop			ACCT #709 121 0	0000 8 #C-	469.82		
402-400-00	00-53580-4700	Utility Services-Sewer	Ma		ACCT #315 383 7	201 7 - SE	3,225.53		
/EN01897		02/14/	2020	Pogular			0.00	7 750 04	101561
Payable #	CENTRAL PAVING LLC Payable Type	Payable Date	Payable Descrip	Regular		count Amount		7,750.04	10156.
Account Nu		Account Name	Project Acc		Item Description		: Payable Am Dist Amount	ount	
RETAINAGE	Invoice	02/07/2020	RETAINAGE - 20			0.00		50.04	
	00-54230-4100	Professional Services/			RETAINAGE - 201		7,750.04	0.04	
					201		.,		
08450	COMMUNITY ACTION	N COUNCIL 02/14/	2020	Regular			0.00	10.00	10156
Payable #	Payable Type	Payable Date	Payable Descrip	otion	Di	scount Amount	Payable Am	ount	
Account Nu	umber	Account Name	Project Acc	ount Key	Item Description		Dist Amount		
200207	Invoice	02/06/2020	UTILITY DISCOU	NT RATE SCH	REENING-EMIL	0.00) :	10.00	
001-000-00	00-51421-4100	Professional Services/	٨dv		UTILITY DISCOUR	NT RATE S	10.00		
									101563
008733	CRIMINAL JUSTICE TI			Regular			0.00		

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Packet: APPKT01542-February 14, 2020 - FEB/2020 Invoices
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`	Vendor Number Payable #	Vendor Name	Paymen	it Date Pa	yment Type	Discour	nt Amount	Payment Amou	int Number
	Account Num	Payable Type	Payable Date Account Name	Payable Description Project Account H	ltom Do	Discount Am escription	100 CONTRACTOR 100 CONTRACTOR	vable Amount mount	
	<u>201133945</u> <u>001-000-000-</u> :	Invoice	01/22/2020 Travel-PD Operations	ACCT #22301-001 - TF	AINING - DOWN		0.00	200.00 200.00	
(008800 Payable # Account Numl		Payable Date Account Name	Payable Description Project Account H		escription	Dist A	96. yable Amount amount	46 101564
	<u>300201090</u> <u>001-000-000-</u>	Invoice 52122-3110	01/29/2020 Office & Operating-Auto	CUST #34491 - 4.6L SC ס	erected.	JG-C 34491 - 4.6L SOHC,	0.00	23.24 23.24	
	<u>300201099</u> <u>001-000-000-</u> :	Invoice 52122-3110	01/30/2020 Office & Operating-Auto	CUST #34491 - IGN CC ס		34491 - IGN COIL -	0.00	47.83 47.83	
	<u>300201210</u> <u>001-000-000-</u>	Invoice 52122-3110	01/30/2020 Office & Operating-Auto	CUST #34491 - *8 RIN ס		INYL 34491 - *8 RING, #1	0.00	25.39 25.39	
(009251 Payable #	DATAPROSE LLC Payable Type	02/14/2 Payable Date	020 Re Payable Description	gular	Discount Am	0.00 ount Pay	2,898 Jable Amount	99 101565
	Account Num	ber	Account Name	Project Account I	ltem De	escription	Dist A	mount	
	DP2000291	Invoice	01/31/2020	ACCT #1397 -JAN/202	0 MAILINGS		0.00	2,898.99	
	001-000-000-	51310-4100	Professional Services/A	dv	ADDITIC	ONAL INSERTS - SH		375.93	
	001-000-000-		Professional Services/A	dv		Q's 12/31/19		81.58	
	001-000-000-		Professional Services/A			LS 01/24/20		411.18	
	001-000-000-		Communication	uv		STAGE - DLQ's 12/31		334.54	
	001-000-000-	51421-4200	Communication		OB POS	STAGE - BILLS 01/24	1,	,695.76	
	000501								
(009591	DEPT OF LABOR & INI			egular		0.00		.38 101566
	Payable #	Payable Type	Payable Date	Payable Description			5.	yable Amount	
	Account Num		Account Name	Project Account I		escription		Amount	
	<u>322232</u>	Invoice	01/22/2020	2019 INSPECTIONS-BO			0.00	274.23	
	001-000-000-	52250-4100	Professional Services/A	dv	2019 IN	VSPECTIONS-FIRE ST		24.23	
	001-000-000-	55430-4100	Professional Services/A	dv	2019 IN	VSPECTIONS-ANIMA		24.23	
	001-000-000-	57250-4100	Professional Services/A	dv	2019 IN	NSPECTIONS-WILLIA		24.23	
	001-000-000-	57550-4100	Cultural Rec Facilities-P	ro	2019 IN	NSPECTIONS-CITY M		24.23	
	401-000-000-	53480-4100	Professional Services/A	dv	2019 IN	NSPECTIONS-CITY S		128.85	
	402-640-000-	53580-4100	Professional Services/A	dv	2019 IN	NSPECTIONS-SEWAG	i	48.46	
	277755	Invoice	01/23/2020				0.00	101.15	
	<u>322255</u> 001-000-000-	Invoice		2019 INSPECTIONS-BO			0.00	121.15	
			Professional Serv/Adver			NSPECTIONS-CIVIC C		48.46	
	402-400-000-	35360-4100	Professional Services/A	uv	2019 11	NSPECTIONS-SEWAG		72.69	
d.	009595		02/14/2	0000	aular.		0.00	10	00 101567
	Payable #	DEPT. OF LICENSING	Pavable Date		egular	Discount Am	0.00		.00 101567
	•	Payable Type		Payable Description	/au Itaus D			yable Amount	
	Account Num		Account Name	Project Account		escription		Amount	
	SHP200006	Invoice	01/30/2020	CONCEALED PISTOL L			0.00	18.00	
	657-000-000-	58600-0007	Concealed Pistol Permit	LS	CONCE	ALED PISTOL LICEN		18.00	
	000770		02/14/5	0000			0.00		16 101560
	009779	DIGITAL ALLY, INC.	02/14/2		egular		0.00		.16 101568
	Payable #	Payable Type	Payable Date	Payable Description			1.12	yable Amount	
	Account Num		Account Name	Project Account		escription		Amount	
	1111074	Invoice	01/16/2020	CUST #SHEWA0-CABL	2		0.00	76.16	
	001-000-000-	52122-3100	Office and Operating		CUST #	\$HEWAO-CABLE, CA		76.16	
	010000							1_maar	
	010006	DRAGON ANALYTICA			egular		0.00		.00 101569
	Payable #	Payable Type	Payable Date	Payable Description				yable Amount	
	Account Num	ber	Account Name	Project Account	-	escription		Amount	
	200203-03	Invoice	02/04/2020	02/05/2020-COLIFOR	M BACTERIA AN	NALYS	0.00	250.00	
	401-000-000-	53480-4100	Professional Services/A	dv	02/05/2	2020-COLIFORM BA		250.00	
	VEN01592	EDGAR JERONIMO PA	ABLO 02/14/2	2020 R	egular		0.00	247	.50 101570

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085995

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4743793

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136.29

176.40

1,514.11

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1,514.11

29.42

Packet: APPKT01542-February 14, 2020 - FEB/2020 Invoices Discount Amount Payment Amount Number Vendor Number Vendor Name Payment Date **Payment Type** Payable Type **Payable Date Payable Description** Discount Amount Payable Amount Account Number Account Name **Project Account Key Item Description** Dist Amount FEB05/2020 FEB05/2020 INTERPRETER SERVICES 02/05/2020 0.00 Invoice 247.50 **Interpreter Expenses** FEB05/2020 INTERPRETER 001-000-000-51250-4106 247.50 FRANK RAINS 02/14/2020 0.00 Regular 1.732.73 101571 Payable Type **Payable Date Payable Description** Discount Amount Payable Amount Account Number Account Name Project Account Key **Item Description Dist Amount** SEP-OCT/2019 REIMBURSEMENT-THE QU Invoice 02/14/2020 0.00 1.732.73 502-000-000-51725-2040 Long Term Care Payments SEP-OCT/2019 REIMBURSE 1.732.73 02/14/2020 GALLS, LLC 0.00 Regular 658.43 101572 Payable Type **Payable Date Payable Description** Discount Amount Payable Amount Account Number Account Name **Project Account Key Item Description Dist Amount** 014877304 Invoice 01/29/2020 ACCT #3524003-MIDWEIGHT SCHOELLER 0.00 658.43 001-000-000-52122-3101 Uniforms ACCT #3524003-MIDWEIG 658.43 Regular **JAYSON L. SEIBERT** 02/14/2020 0.00 396.09 101573 Payable # Payable Type **Payable Date Payable Description** Discount Amount Payable Amount Account Number Account Name **Project Account Key Item Description** Dist Amount 02/10/2020 02/10/20 - INSTALL DECALL KIT - NEW VE 0.00 Invoice 396.09 POLICE CAPITAL EXP-Vehi 001-000-000-59421-6401 20-NEWFOUIP 02/10/20 - INSTALL DECAL 396.09 L.N. CURTIS & SONS 02/14/2020 Regular 0.00 1,212.68 101574 Payable # **Payable Type Payable Date Payable Description** Discount Amount Payable Amount Account Number Account Name **Project Account Key Item Description Dist Amount** 01/29/2020 CUST #C5463-ARMOR & CONCEALABLE C INV356963 Invoice 0.00 1,135.87 001-000-000-52122-3101 Uniforms CUST #C5463-ARMOR & C 1,135.87 INV357445 01/30/2020 CUST #C5463-ENGRAVED NAMEPLATE-J. 0.00 Invoice 76.81 001-000-000-52122-3101 Uniforms CUST #C5463-ENGRAVED 76.81 02/14/2020 LANGUAGE LINE SERVICES 0.00 Regular 243.54 101575 Payable # **Payable Type Payable Date Payable Description** Discount Amount Payable Amount Account Number Account Name **Project Account Key Item Description Dist Amount** 01/31/2020 ACCT #9020543108-PHONE INTERPRETATI Invoice 0.00 218.35 001-000-000-52122-4100 Patrol-Professional Servic ACCT #9020543108-PHON 218.35 01/31/2020 ACCT #9020943082-PHONE INTERPRETATI Invoice 0.00 25.19 001-000-000-52122-4100 Patrol-Professional Servic ACCT #9020943082-PHON 25.19 MASON COUNTY GARBAGE CO.-A W 02/14/2020 Regular 0.00 3,882.35 101576 Payable # **Payable Type Payable Date** Payable Description Discount Amount Payable Amount Account Number Account Name **Project Account Key Item Description Dist Amount** Invoice 02/01/2020 ACCT #30135-CIVIC CENTER 01/01/20 - 01 0.00 268.11 001-000-000-51890-4715 Utility Services-Civic Ctr ACCT #30135-CIVIC CENTE 268.11 Invoice 02/01/2020 ACCT #30714-710 W ALDER 01/01/20 - 01 101.94 0.00 001-000-000-57250-4700 **Utility Services-Library** ACCT #30714-710 W ALDE 101.94 31.05

ACCT #205584-200 N FRONT ST 01/01/20

<u>5967552</u> 02/01/2020 ACCT #56141-525 COTA ST, W 01/01/20 -Invoice 001-000-000-51890-4715 Utility Services-Civic Ctr ACCT #56141-525 COTA ST. 02/01/2020 ACCT #204368-100 TURNER A 01/01/20 -5968631 Invoice 402-400-000-53580-4700 Utility Services-Sewer Ma ACCT #204368-100 TURNE 5968655 Invoice 02/01/2020 ACCT #204402-101 N 10891 US HWY 101 402-640-000-53580-4700 Utility Services-Sewer Sat ACCT #204402-101 N 1089 5968943 Invoice 02/01/2020 ACCT #204783-122 W FRANKLIN 01/01/2 001-000-000-52250-4700 **Utility Services** ACCT #204783-122 W FRA 02/01/2020 5969375 Invoice ACCT #205337-1700 FAIRMOUNT 01/01/2 402-400-000-53580-4700 Utility Services-Sewer Ma ACCT #205337-1700 FAIR

02/01/2020

5969577 Invoice

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Check Register			
Vendor Number	Vendor Name		nt Date
402-400-000-	53580-4700	Utility Services-Sewer	Ma
<u>5970352</u>	Invoice	02/01/2020	ACCT #
001-000-000-	57530-4700	Utility Services-Museu	m
5970525	Invoice	02/01/2020	ACCT #
001-000-000-	51890-4715	Utility Services-Civic Ct	r
5970829	Invoice	02/01/2020	ACCT #
001-000-000-	57250-4700	Utility Services-Library	
5970992	Invoice	02/01/2020	ACCT #
001-000-000-		Utility Services-Animal	
5971089	Invoice	02/01/2020	ACCT #
001-000-000-		Utility Services-Park	ACCIT
101-000-000-		Road & Street Maint -	Util
401-000-000-		Utility Services-Water	oui
402-300-000-		Utility Services-Sewer	Ma
404-000-000-		Utility Services	ivia
503-000-000-		Equip Maint & Rental -	U
5971090	Invoice	02/01/2020	ACCT #
001-000-000-		Utility Services-Park	ACCI
101-000-000-		Road & Street Maint -	ПНІ
401-000-000-		Utility Services-Water	otii
402-300-000-		Utility Services-Sewer	Ma
404-000-000-		Utility Services	IVId
503-000-000-		Equip Maint & Rental -	
<u>5971192</u>	Invoice	02/01/2020	ACCT
402-400-000-	-53580-4700	Utility Services-Sewer	Ma
<u>5971754</u>	Invoice	02/01/2020	ACCT
404-000-000-	53180-4700	Utility Services	
VEN01901	MATT WIER	02/14/	
Payable #	Payable Type	Payable Date	Payab Pi
Account Num		Account Name 02/05/2020	
FEB05/2020 001-000-000-	Invoice	Other Professional Ser	FEB05
001-000-000-	-51250-4109	Other Professional Ser	VIC
132235	MOUNTAIN MIST W	ATER 02/14/	2020
Payable #	Payable Type	Payable Date	Payab
Account Num	iber	Account Name	Pi
003104865	Invoice	10/23/2019	ACCT
001-000-000		Office and Operating	
003104866	Invoice	10/23/2019	ACCT
001-000-000-		Operating Rentals	ACCT
001 000 000	51121 -1500	operating heritals	

Paymen		Payment Type		Payment Amou	nt Number
Utility Services-Sewer N	la	ACCT #2055	34-200 N FRO	29.42	
02/01/2020	ACCT #206560 - 42	7 W RAILROAD 01/01/	0.00	44.10	
Utility Services-Museun	n	ACCT #2065	50 - 427 W RAI	44.10	
02/01/2020	ACCT #206771-525	W COTA 01/01/20 - 01	0.00	545.16	
Utility Services-Civic Ctr		ACCT #2067	71-525 W COT	545.16	
02/01/2020	ACCT #207155-710	W ALDER 01/01/20 - 0	0.00	272.58	
Utility Services-Library		ACCT #2071	55-710 W ALD	272.58	
02/01/2020	ACCT #207351-902	W PINE 01/01/20 - 01	0.00	44.10	
Utility Services-Animal S	Sh	ACCT #2073	51-902 W PIN	44.10	
02/01/2020	ACCT #207565 - 10	00 W PINE 01/01/20 -	0.00	552.31	
Utility Services-Park		ACCT #2075	68-1000 W PI	92.08	
Road & Street Maint - L	Jtil	ACCT #2075	68-1000 W PI	92.07	
Utility Services-Water		ACCT #2075	68-1000 W PI	92.01	
Utility Services-Sewer N	Ла	ACCT #2075	68-1000 W PI	92.07	
Utility Services		ACCT #2075	68-1000 W PI	92.07	
Equip Maint & Rental -	U	ACCT #2075	68-1000 W PI	92.01	
02/01/2020	ACCT #207568-100	0 W PINE 01/01/20 - 0	0.00	72.56	
Utility Services-Park		ACCT #2075	68-1000 W PI	12.10	
Road & Street Maint - L	Jtil	ACCT #2075	68-1000 W PI	12.10	
Utility Services-Water		ACCT #2075	68-1000 W PI	12.09	
Utility Services-Sewer N	Ла	ACCT #2075	68-1000 W PI	12.10	
Utility Services		ACCT #2075	68-1000 W PI	12.08	
Equip Maint & Rental -	U	ACCT #2075	68-1000 W PI	12.09	
02/01/2020	ACCT #209143-170	0 FAIRMOUNT 01/01/2	0.00	47.64	
Utility Services-Sewer N	Ла	ACCT #2091	43-1700 FAIR	47.64	
02/01/2020	ACCT #219862 - 20	4 W BIRCH 01/01/20 -	0.00	17.16	
Utility Services		ACCT #2198	62 - 204 W BIR	17.16	
02/14/2	2020	Regular	0.00	0 100.	00 101577

02/14/2	2020 Regular		(0.00	100.00	101577
Payable Date	Payable Description	Discount Ar	nount	Payable Amoun	t	
Account Name	Project Account Key	Item Description	D	ist Amount		
02/05/2020	FEB05/2020 SPD RESERVICE-	INTERIM CO	0.00	100.0	0	
Other Professional Serv	vic	FEB05/2020 SPD RESERVIO	2	100.00		

132235	MOUNTAIN MIST W	ATER 02/14/2	2020 Regular		0.00	411.80	101578
Payable #	Payable Type	Payable Date	Payable Description	Discount An	nount Payab	ole Amount	
Account Nu	ımber	Account Name	Project Account Key	Item Description	Dist Am	ount	
003104865	Invoice	10/23/2019	ACCT #088436 - WATER & E	QUIPMENT RE	0.00	32.37	
001-000-00	0-52122-3100	Office and Operating		ACCT #088436 - WATER &	3	32.37	
003104866	Invoice	10/23/2019	ACCT #088436 - WATER & E	QUIPMENT RE	0.00	13.87	
001-000-00	0-51421-4500	Operating Rentals		ACCT #088436 - WATER &		1.96	
001-000-00	0-51423-4500	Operating Rentals		ACCT #088436 - WATER &		1.95	
001-000-00	0-51810-4500	Operating Rentals		ACCT #088436 - WATER &		1.30	
001-000-00	0-51810-4500	Operating Rentals		ACCT #088436 - WATER &		1.73	
001-000-00	0-51830-4500	Operating Rental		ACCT #088436 - WATER &		1.01	
001-000-00	0-51888-4500	Operating Rentals		ACCT #088436 - WATER &		0.87	
001-000-00	0-51895-4500	Operating Rentals		ACCT #088436 - WATER &		3.03	
001-000-00	0-55850-4500	Bldg Permits/Plan Revi	ew	ACCT #088436 - WATER &		1.01	
001-000-00	0-57680-4500	Operating Rentals		ACCT #088436 - WATER &		1.01	
003104867	Invoice	10/23/2019	ACCT #088436 - WATER & E	QUIPMENT RE	0.00	4.62	
001-000-00	0-51250-3100	Office and Operating		ACCT #088436 - WATER &		4.62	
003124718	Invoice	10/30/2019	ACCT #088436 - WATER & E	QUIPMENT RE	0.00	1.30	
001-000-00	0-51421-4500	Operating Rentals		ACCT #088436 - WATER &		0.21	
001-000-00	0-51423-4500	Operating Rentals		ACCT #088436 - WATER &		0.18	
001-000-00	0-51810-4500	Operating Rentals		ACCT #088436 - WATER &		0.12	
001-000-00	0-51810-4500	Operating Rentals		ACCT #088436 - WATER &		0.16	
001-000-00	0-51830-4500	Operating Rental		ACCT #088436 - WATER &		0.09	

Check Register			P	acket: APP	K101542-rei	Jiuary	14, 2020 - FEE	3/2020 1000
Vendor Number Vendor Name	Paymer	nt Date	Payment Type	Discou	nt Amount	Paym	ient Amount	Number
001-000-000-51888-4500	Operating Rentals		ACCT #088436	- WATER &		0.08		
001-000-000-51895-4500	Operating Rentals		ACCT #088436	- WATER &		0.28		
001-000-000-55850-4500	Bldg Permits/Plan Revie	ew	ACCT #088436	- WATER &		0.09		
001-000-000-57680-4500	Operating Rentals		ACCT #088436	- WATER &		0.09		
003159496 Invoice	11/20/2019	ACCT #088436	- WATER & EQUIPMENT RE		0.00		4.62	
001-000-000-51250-3100	Office and Operating		ACCT #088436	- WATER &		4.62		
003159497 Invoice	11/20/2019		- WATER & EQUIPMENT RE		0.00		18.50	
001-000-000-51421-4500	Operating Rentals	ACC1 #088450	ACCT #088436	WATED &	0.00	2.59	10.50	
001-000-000-51423-4500	Operating Rentals		ACCT #088430			2.60		
001-000-000-51810-4500	Operating Rentals		ACCT #088436			1.74		
001-000-000-51810-4500	Operating Rentals		ACCT #088436			2.31		
001-000-000-51830-4500	Operating Rental		ACCT #088436			1.35		
001-000-000-51888-4500	Operating Rentals		ACCT #088436			1.16		
001-000-000-51895-4500	Operating Rentals		ACCT #088436			4.05		
001-000-000-55850-4500	Bldg Permits/Plan Revi	ew	ACCT #088436			1.35		
001-000-000-57680-4500	Operating Rentals		ACCT #088436			1.35		
	11/20/2019	ACCT #099436			0.00			
003159498 Invoice 001-000-000-52122-3100	Office and Operating	ACCT #088436	- WATER & EQUIPMENT RE	MATED 8	0.00	32.37	32.37	
			ACCT #088436	- WAIER &		32.37		
003159502 Invoice	11/20/2019	ACCT #088436	- WATER & EQUIPMENT RE		0.00		8.20	
001-000-000-55430-3100	Office and Operating		ACCT #088436	- WATER &		4.62		
001-000-000-55430-4500	Operating Rentals		ACCT #088436	- WATER &		3.58		
003211197 Invoice	12/19/2019	ACCT #088436	- WATER & EQUIPMENT RE		0.00		27.74	
001-000-000-52122-3100	Office and Operating		ACCT #088436	- WATER &		27.74		
003211198 Invoice	12/19/2019	ACCT #088436	- WATER & EQUIPMENT RE		0.00		18.50	
001-000-000-51421-4500	Operating Rentals	1000100	ACCT #088436	- WATER &	0.00	2.59		
001-000-000-51423-4500	Operating Rentals		ACCT #088436			2.60		
001-000-000-51810-4500	Operating Rentals		ACCT #088436			1.74		
001-000-000-51810-4500	Operating Rentals		ACCT #088436			2.31		
001-000-000-51830-4500	Operating Rental		ACCT #088436			1.35		
001-000-000-51888-4500	Operating Rentals		ACCT #088436			1.16		
001-000-000-51895-4500	Operating Rentals		ACCT #088436			4.05		
001-000-000-55850-4500	Bldg Permits/Plan Revi	ew	ACCT #088436	- WATER &		1.35		
001-000-000-57680-4500	Operating Rentals		ACCT #088436	- WATER &		1.35		
003211199 Invoice	12/19/2019	ACCT #088436	- WATER & EQUIPMENT RE		0.00		13.87	
001-000-000-51250-3100	Office and Operating		ACCT #088436	- WATER &	0.00	13.87		
				in a constant of	0.00	10107		
003211207 Invoice	12/19/2019	ACC1 #088436	- WATER & EQUIPMENT RE		0.00	4.00	4.62	
001-000-000-52122-3100	Office and Operating		ACCT #088436	- WAIER &		4.62		
003233456 Invoice	12/30/2019	ACCT #088436	- WATER & EQUIPMENT RE		0.00		1.00	
001-000-000-51421-4500	Operating Rentals		ACCT #088436	- WATER &		0.16		
001-000-000-51423-4500	Operating Rentals		ACCT #088436			0.14		
001-000-000-51810-4500	Operating Rentals		ACCT #088436			0.09		
001-000-000-51810-4500	Operating Rentals		ACCT #088436			0.12		
001-000-000-51830-4500	Operating Rental		ACCT #088436			0.07		
001-000-000-51888-4500	Operating Rentals		ACCT #088436			0.06		
001-000-000-51895-4500	Operating Rentals		ACCT #088436			0.22		
001-000-000-55850-4500	Bldg Permits/Plan Revi	ew	ACCT #088436			0.07		
001-000-000-57680-4500	Operating Rentals		ACCT #088436	- WAIER &		0.07		
003241665 Invoice	01/07/2020	ACCT #088436	- WATER & EQUIPMENT RE		0.00		27.47	
001-000-000-52122-3100	Office and Operating		ACCT #088436	- WATER &		23.12		
001-000-000-52122-4500	Operating Rentals		ACCT #088436	- WATER &		4.35	i.	
003241679 Invoice	01/07/2020	ACCT #088436	- WATER & EQUIPMENT RE		0.00		8.98	
001-000-000-55430-3100	Office and Operating		ACCT #088436	- WATER &		4.63		
001-000-000-55430-4500	Operating Rentals		ACCT #088436	- WATER &		4.35	i.	
003241681 Invoice	01/07/2020	ACCT #088436	- WATER & EQUIPMENT RE		0.00		8.98	
001-000-000-51250-3100	Office and Operating		ACCT #088436	- WATER &		4.63		
001-000-000-51250-4500	Operating Rentals		ACCT #088436			4.35		
	, ,							

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Packet: APPKT01542-February 14, 2020 - FEB/2020 Invoices
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Check Register			Pack	et: APPKT01542-F	ebruary 14, 2020 - FEI	B/2020 Invo
Vendor Number	Vendor Name	Paymer	t Date Payment Type	Discount Amoun	t Payment Amount	Number
003241691	Invoice	01/07/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	27.20	
001-000-00	0-51421-4500	Operating Rentals	ACCT #088436 - W/	ATER &	3.83	
001-000-000	0-51423-4500	Operating Rentals	ACCT #088436 - W/	ATER &	3.82	
001-000-00	0-51810-4500	Operating Rentals	ACCT #088436 - W/	ATER &	2.55	
001-000-00	0-51810-4500	Operating Rentals	ACCT #088436 - W/	ATER &	3.40	
001-000-00	0-51830-4500	Operating Rental	ACCT #088436 - W/	ATER &	1.99	
001-000-00	0-51888-4500	Operating Rentals	ACCT #088436 - W	ATER &	1.70	
001-000-00	0-51895-4500	Operating Rentals	ACCT #088436 - W	ATER &	5.95	
001-000-00	0-55850-4500	Bldg Permits/Plan Revie	ew ACCT #088436 - W/	ATER &	1.98	
001-000-00	0-57680-4500	Operating Rentals	ACCT #088436 - W	ATER &	1.98	
003267880	Invoice	01/21/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	23.12	
	0-51421-4500	Operating Rentals	ACCT #088436 - W		3.24	
	0-51423-4500	Operating Rentals	ACCT #088436 - W		3.25	
	0-51810-4500	Operating Rentals	ACCT #088436 - W		2.17	
	0-51810-4500	Operating Rentals	ACCT #088436 - W		2.89	
	0-51830-4500	Operating Rental	ACCT #088436 - W		1.69	
	0-51888-4500	Operating Rentals	ACCT #088436 - W		1.44	
	0-51895-4500	Operating Rentals	ACCT #088436 - W		5.06	
	0-55850-4500	Bldg Permits/Plan Revie			1.69	
	0-57680-4500	Operating Rentals	ACCT #088436 - W		1.69	
		-				
003267884	Invoice	01/21/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	4.62	
001-000-00	0-51250-3100	Office and Operating	ACCT #088436 - W.	ATER &	4.62	
003267888	Invoice	01/21/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	32.37	
001-000-00	0-52122-3100	Office and Operating	ACCT #088436 - W	ATER &	32.37	
003267903	Invoice	01/21/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	4.62	
	0-52122-3100	Office and Operating	ACCT #088436 - W		4.62	
003293077	Invoice	01/30/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	1.74	
	0-51421-4500	Operating Rentals	ACCT #088436 - W		0.24	
	0-51423-4500	Operating Rentals	ACCT #088436 - W		0.24	
	0-51810-4500	Operating Rentals	ACCT #088436 - W		0.16	
	0-51810-4500	Operating Rentals	ACCT #088436 - W		0.22	
	0-51830-4500	Operating Rental	ACCT #088436 - W		0.13	
	0-51888-4500	Operating Rentals	ACCT #088436 - W		0.11	
	0-51895-4500	Operating Rentals	ACCT #088436 - W		0.38	
	0-55850-4500	Bldg Permits/Plan Revie			0.13	
001-000-00	<u>0-57680-4500</u>	Operating Rentals	ACCT #088436 - W	ATER &	0.13	
003296345	Invoice	02/04/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	31.82	
001-000-00	0-51421-4500	Operating Rentals	ACCT #088436 - W	ATER &	4.48	
001-000-00	0-51423-4500	Operating Rentals	ACCT #088436 - W	ATER &	4.47	
001-000-00	0-51810-4500	Operating Rentals	ACCT #088436 - W	ATER &	2.98	
001-000-00	0-51810-4500	Operating Rentals	ACCT #088436 - W	ATER &	3.98	
001-000-00	0-51830-4500	Operating Rental	ACCT #088436 - W	ATER &	2.32	
001-000-00	0-51888-4500	Operating Rentals	ACCT #088436 - W	ATER &	1.99	
001-000-00	0-51895-4500	Operating Rentals	ACCT #088436 - W	ATER &	6.96	
001-000-00	0-55850-4500	Bldg Permits/Plan Revie	ew ACCT #088436 - W	ATER &	2.32	
001-000-00	0-57680-4500	Operating Rentals	ACCT #088436 - W	ATER &	2.32	
003296348	Invoice	02/04/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	41.34	
	0-52122-3100	Office and Operating	ACCT #088436 - W		36.99	
	0-52122-4500	Operating Rentals	ACCT #088436 - W		4.35	
003296362	Invoice	02/04/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	8.98	
	0-51250-3100	Office and Operating	ACCT #088436 - W		4.63	
001-000-00	0-51250-4500	Operating Rentals	ACCT #088436 - W	ATER &	4.35	
003296370	Invoice	02/04/2020	ACCT #088436 - WATER & EQUIPMENT RE	0.00	8.98	
001-000-00	0-55430-3100	Office and Operating	ACCT #088436 - W	ATER &	4.63	
001-000-00	0-55430-4500	Operating Rentals	ACCT #088436 - W	ATER &	4.35	
33950	MPH INDUSTRIES	INC. 02/14/2	2020 Regular	0.0	0 367.74	101579
			-			

Packet: APPKT01542-February 14, 2020 - FEB/2020 Invoices

Check Register					Facket. AFFN	TUIS42-February	14, 2020 - FEB	72020 invoid
Vendor Number Payable #	Vendor Name Payable Type	Payme Payable Date	ent Date Payable Descript	Payment Type ion		nt Amount Paym ount Payable An		Number
Account Num	ber	Account Name	Project Acco	unt Key Item D	Description	Dist Amount		
6010356	Invoice	01/29/2020	CUST #985841-R	MOTE BEE-III, WIRI	ELESS	0.00 3	67.74	
001-000-000-	59421-6401	POLICE CAPITAL EXP-V	ehi 20-NEWEQU	IP CUST #	#985841-REMOTE BE	367.74		
144504	NSI LAB SOLUTIONS,	INC 02/14,	/2020	Regular		0.00	583.00	101580
Payable #	Payable Type	Payable Date	Payable Descript	ion	Discount Am	ount Payable An	nount	
Account Num	ber	Account Name	Project Acco	unt Key Item D	Description	Dist Amount		
374884	Invoice	01/21/2020	CUST #21545-CO	LIFORMS/E.COLI, PH	HOSP	0.00 2	05.00	
402-400-000-	53580-4100	Professional Services/	Adv	CUST #	21545-COLIFORMS	205.00		
374885	Invoice	01/21/2020	CUST #215/15-DF	SAMPLE, SIMPLE N		0.00 3	78.00	
402-400-000-		Professional Services/			#21545-PE SAMPLE,	378.00	78.00	
402 400 000-	55580-4100	Trolessional Services	huv	0001 #	+21343-FL SAIVIFLL,	578.00		
VEN01963	ΟΙ ΥΜΡΙΑ VETERINAE	RY SPECIALISTS 02/14,	/2020	Regular		0.00	431.00	101581
Payable #	Payable Type	Payable Date	Payable Descript	-	Discount Am	ount Payable Ar		101381
Account Num		Account Name	Project Acco		Discount And Description	Dist Amount	lount	
20282	Invoice	06/21/2019	and the second s	TRAY 6-21 DACHSH	•		93.00	
001-000-000-		Professional Services/			#O-18274 STRAY 6-2	193.00	53.00	
20283	Invoice	06/21/2019		TRAY 6-21 DACHSH			38.00	
001-000-000-	55430-4100	Professional Services/	Adv	VISIT #	‡O-18275 STRAY 6-2	238.00		
151000		00/11	12222	D				
151000	P. U. D. # 3	02/14,		Regular		0.00	44,312.45	101582
Payable #	Payable Type	Payable Date	Payable Descript			ount Payable Ar	nount	
Account Num		Account Name	Project Acco	•	Description	Dist Amount		
JAN/2020-1	Invoice	02/03/2020		nly Srvc Charges 01/			12.45	
001-000-000-		Utility Services-Civic C			#28249001 - 525 W	2,860.07		
001-000-000-		Utility Services-Anima			#35199001 - 902 W	185.39		
001-000-000-		Utility Services-Library			#35665001 - 710 AL	712.57		
001-000-000-	Carcer 10 10 100	Utility Services-Museu	im		#27639001 - 427 RAI	489.76		
001-000-000-		Utility Services-Park			#30003001 - 100 TU	183.70		
001-000-000-		Utility Services-Park			#25911003 - 326 RAI			
001-000-000-		Utility Services-Park			#32453001 - 1004 FR			
101-000-000-		Utility Services			#27839002 - 525 W	9,966.39		
101-000-000-		Utility Services			#27837001 - 103 4T	1,786.16		
101-000-000-		Utility Services			#35337001 - 623 AL	68.84		
101-000-000-		Utility Services			#109441001 - 2800 E			
<u>101-000-000-</u>		Utility Services			#101001 - 699 RAILR			
<u>101-000-000-</u>		Utility Services			#25911002 - 10 WAL			
<u>101-000-000-</u>		Utility Services			#26857001 - 310 RAI			
101-000-000-		Utility Services-Roads			#250321001 - 1200	68.39		
401-000-000-		Utility Services-Water			#46051001 - 553 BE	111.99		
401-000-000-		Utility Services-Water			#26729001 - 1100 PI	625.30		
401-000-000-		Utility Services-Water			#45451001 - 626 MA			
401-000-000-		Utility Services-Water			#277201002 - 51 W	152.86		
401-000-000-		Utility Services-Water			#277201001 - 1437	271.26		
401-000-000-		Utility Services-Water			#8511001 - 811 15T	139.40		
<u>401-000-000-</u> 401-000-000-		Utility Services-Water			#35201001 - 1000 PI			
401-000-000-		Utility Services - Shop Utility Services-Sewer	Ma		#26717001 - 1000 PI #47009001 - 498 AS	100.88 57.65		
402-300-000-								
		Utility Services-Sewer Utility Services-Sewer			#18515001 - 119 CA #26551001 - 200 FR	68.84		
402-400-000-		PRODUCTION OF THE PRODUCTION OF THE PRODUCTION				3,419.58		
402-400-000-		Utility Services-Sewer			#30003002 - 100 TU	2,470.55		
402-400-000-		Utility Services-Sewer			#259409001 - 1700 F			
402-640-000-	-33360-4700	Utility Services-Sewer	Jat	ALLI	#25911005 - 631 W	73.47		
VEN01646	PIVETTA BROTHERS	CONST., INC 02/14	/2020	Regular		0.00	26,457.09	101583

							72020 Invoid
Vendor Number Payable # Account Num	Vendor Name Payable Type ber	Payme Payable Date Account Name	nt Date Payme Payable Description Project Account Key	Discount A	unt Amount Payn mount Payable A Dist Amount	mount	Number
<u>EST #22</u> <u>402-747-000-</u>	Invoice	02/13/2020 Construction (Basin3)	PROGRESS EST #22-BASIN	Concernance of the second second second	0.00 26,4	457.09	
009785 Payable # Account Num <u>110301</u> <u>001-000-000-</u>	Payable Type ber Invoice	ICK LLP 02/14/ Payable Date Account Name 02/05/2020 Professional Services/A	Payable Description Project Account Key JAN/2020 RETAINER -PROF	Discount A		: 935.00	101584
VEN01317 Payable # Account Num <u>12775</u> <u>001-000-000-</u>	Invoice	NC. 02/14/ Payable Date Account Name 12/31/2019 Office&Opr-HistPresv-I	Payable Description Project Account Key LOCAL HISTORIC REGISTER	Discount A Item Description	,	: 177.46	101585
200531 Payable # Account Num <u>8705</u> <u>001-000-000-</u> <u>8706</u> <u>001-000-000-</u>	Invoice 52122-4200 Invoice	IP 02/14/ Payable Date Account Name 02/05/2020 Communication 02/05/2020 Communication	Payable Description Project Account Key PKG #8705-WSP CRIME LA	Discount A	0.00 A 27.16 0.00	mount t 27.16 5 28.54	101586
VEN01947 Payable # Account Num <u>17178125</u> <u>001-000-000-</u>	Payable Type ber Invoice	NT SECURITY S(02/14/ Payable Date Account Name 01/26/2020 Professional Services/A	Payable Description Project Account Key ACCT #2234657817- WILL	Discount A Item Description		mount t 196.83	101587
201300 Payable # Account Num <u>441433</u> 402 400 000		02/14/ Payable Date Account Name	Payable Description Project Account Key	Discount A	0.00 mount Payable A Dist Amount	mount	101588
402-400-000-	Invoice 53580-3200	01/22/2020 Gas & Oil	CUST #20090 -PROPANE	CUST #20090 -PROPANE	0.00 18.58	18.58 3	
<u>441636</u> <u>402-400-000-</u>	53580-3200 Invoice 53580-3200 Invoice		CUST #20090 -PROPANE CUST #20090 -PROPANE CUST #20090 COUPLE 2" S	CUST #20090 -PROPANE	18.58 0.00 16.46 0.00	3 16.46 5 26.37	
<u>441636</u> <u>402-400-000-</u> <u>441640</u> <u>402-400-000-</u> <u>441650</u> <u>001-000-000-</u> <u>441651</u>	53580-3200 Invoice 53580-3200 Invoice 53580-3100 Invoice 57680-3100 Invoice	Gas & Oil 02/01/2020 Gas & Oil 02/02/2020 Office and Operating 02/03/2020 Office and Operating 02/03/2020	CUST #20090 -PROPANE	CUST #20090 -PROPANE XS SCH40, PVC CUST #20090 COUPLE 2" EXT ULTRA GL CUST #20090 - RYL LTX S(& EPOXY ADHESI	18.58 0.00 16.46 0.00 5 26.37 0.00 33.06 0.00	3 16.46 26.37 33.06 20.73	
<u>441636</u> <u>402-400-000-</u> <u>441640</u> <u>402-400-000-</u> <u>441650</u> <u>001-000-000-</u>	53580-3200 Invoice 53580-3200 Invoice 53580-3100 Invoice 57680-3100 Invoice 53580-3100 Invoice	Gas & Oil 02/01/2020 Gas & Oil 02/02/2020 Office and Operating 02/03/2020 Office and Operating	CUST #20090 -PROPANE CUST #20090 COUPLE 2" S CUST #20090 - RYL LTX SG	CUST #20090 -PROPANE XS SCH40, PVC CUST #20090 COUPLE 2" EXT ULTRA GL CUST #20090 - RYL LTX SC	18.58 0.00 16.46 0.00 5 26.37 0.00 33.06 0.00	3 16.46 26.37 33.06 20.73 21.24	
<u>441636</u> <u>402-400-000-</u> <u>441640</u> <u>402-400-000-</u> <u>441650</u> <u>001-000-000-</u> <u>441651</u> <u>402-400-000-</u> <u>441706</u>	53580-3200 Invoice 53580-3200 Invoice 53580-3100 Invoice 53580-3100 Invoice 53580-3100 Invoice 53580-3200 UTILITIES UNDERGR Payable Type ber Invoice 53480-4100 53580-4100	Gas & Oil 02/01/2020 Gas & Oil 02/02/2020 Office and Operating 02/03/2020 Office and Operating 02/03/2020 Office and Operating 02/05/2020	CUST #20090 -PROPANE CUST #20090 COUPLE 2" S CUST #20090 - RYL LTX SG CUST #20090 -FLEX TAPE 8 CUST #20090 -PROPANE 2020 Regula Payable Description Project Account Key ACCT #100100-JAN/2020 I Vdv	CUST #20090 -PROPANE XS SCH40, PVC CUST #20090 COUPLE 2" EXT ULTRA GL CUST #20090 - RYL LTX SG EPOXY ADHESI CUST #20090 -FLEX TAPE CUST #20090 -PROPANE Item Description	18.58 0.00 16.46 0.00 5 26.37 0.00 33.06 0.00 21.24 0.00 21.24 0.00 21.24 0.00 0.0	3 16.46 26.37 33.06 20.73 21.24 4 43.86 43.86 2	101589

Vendor Number	Vendor Name	Paymen	t Date Paymer	nt Type Disc	ount Amount	Payment Amount	Number
Payable #	Payable Type	Payable Date	Payable Description	Discount	Amount Pay	able Amount	
Account Num	ber	Account Name	Project Account Key	Item Description	Dist A	mount	
120004953	Invoice	02/05/2020	ACCT #SHE301 - JAN/2020 E	BACKGROUND	0.00	722.50	
001-000-000-	52122-4100	Patrol-Professional Serv	ic	ACCT #SHE301 - JAN/20	20	722.50	
053987	WESTBAY NAPA AUT	O PARTS 02/14/2	020 Regular		0.00	783.17	101591
Payable #	Payable Type	Payable Date	Payable Description	Discount	Amount Pay	able Amount	
Account Num	ber	Account Name	Project Account Key	Item Description	Dist A	mount	
861531	Invoice	01/28/2020	ACCT #4296 -22PC SAE MET	RIC-CAR #16	0.00	15.85	
001-000-000-	52122-3110	Office & Operating-Auto)	ACCT #4296 -22PC SAE I	ME	15.85	
861989	Invoice	01/31/2020	ACCT #4296 -BUTT CONNEC	TOR-CAR #80	0.00	10.30	
001-000-000-	52122-3110	Office & Operating-Auto)	ACCT #4296 -BUTT CON	NE	10.30	

02/05/2020 862628 ACCT #4296 - DISC BRAKE PADS, ROTOR-C 0.00 379.57 Invoice 001-000-000-52122-3110 Office & Operating-Auto ACCT #4296 -DISC BRAKE P 379.57 862720 Invoice 02/05/2020 ACCT #4296 -AGM BATTERY & CORE DEP 0.00 377.45 401-000-000-53480-3100 Office and Operating ACCT #4296 -AGM BATTER 377.45

204123 WHISLER COMMUNICATIONS 02/14/2020 0.00 Regular 262.32 101592 Payable Date **Payable Description** Payable # Payable Type Discount Amount Payable Amount Account Number Account Name **Project Account Key Item Description Dist Amount** 01/23/2020 ACCT #101376-ANTENNA CABLE, WAVE A 0.00 <u>4533</u> 262.32 Invoice 001-000-000-59421-6401 POLICE CAPITAL EXP-Vehi ACCT #101376-ANTENNA 262.32

VEN01962 WSU PROFESSIONAL EDUCATION 02/14/2020 Regular 0.00 1,200.00 101593 Payable # Payable Type Payable Date **Payable Description** Discount Amount Payable Amount Account Number Account Name **Project Account Key Item Description Dist Amount** NWC120-0078-0 Invoice 02/03/2020 STANDARD RM PKG & PROFESSIONAL DEV 0.00 1,200.00 001-000-000-51430-4307 Travel-Clerk-Training STANDARD RM PKG & PRO 1,200.00

204501	ZEP MANUFACTURIN	G CO. 02/14/	2020 Regula	ar	0.00	275.54	101594
Payable #	Payable Type	Payable Date	Payable Description	Discount An	nount Pa	ayable Amount	
Account Nur	nber	Account Name	Project Account Key	Item Description	Dist	Amount	
9004848325	Invoice	01/15/2020	CUST #11080686-CHERRY	BOMB & HAND	0.00	275.54	
401-000-000)-53480-3100	Office and Operating		CUST #11080686-CHERRY		275.54	

Bank Code APBNK-Main Summary

	Payable	Payment	1000 MP	
Payment Type	Count	Count	Discount	Payment
Regular Checks	95	38	0.00	113,886.55
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
	95	38	0.00	113,886.55

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	2/2020	113,886.55
			113,886.55

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CITY OF SHELTON, WASHINGTON - CITY COUNCIL

Business Meeting Minutes December 17, 2019 Shelton Civic Center - 6:00 p.m.

COUNCILMEMBERS AND PERSONNEL PRESENT

Councilmembers: Deputy Mayor Deidre Peterson Kevin Dorcy Gary Cronce Eric Onisko Kathy McDowell Joe Schmit Personnel: City Manager Jeff Niten City Clerk Donna Nault Finance Director Aaron BeMiller Community Development Director Mark Ziegler Public Works Director Craig Gregory City Attorney Kathleen Haggard

CALL TO ORDER

The meeting was called to order at 6:02 p.m. Roll call was taken – Mayor Bob Rogers was absent.

A motion was made and seconded to excuse Mayor Bob Rogers from the Council Meeting. Passed.

LATE CHANGES TO THE AGENDA

No changes to the Agenda.

COUNCIL REPORTS

One or more councilmembers attended the following meetings and/or events:

- Macecom
- Economic Development Council Board Retreat
- Elected Officials Essentials Training
- Christmas Parade
- Christmas Tree Lighting
- Regional Economic Forecast & Exposition
- Mason Transit Authority
- City Employee Luncheon
- Staff Briefings
- Constituent Communications

GENERAL PUBLIC COMMENT

No public comments.

CONSENT AGENDA

A motion was made and seconded to approve the Consent Agenda as published. Passed.

PRESENTATIONS

- 1. Citizen Commendation Dan Dixon presented by Chief Darrin Moody
- 2. WASPC Accreditation presented by Police Captain Mike Fiola
- Recognition of Councilmember Cronce's Years of Service presented by Mayor Bob Rogers
- 4. City of Shelton Christmastown USA Proclamation presented by Mayor Bob Rogers

BUSINESS AGENDA

No public comments.

- 1. 2020 Department Work Programs presented by City Manager Jeff Niten
 - a. Process Improvement focus on improved internal efficiencies and services to the community
 - b. Employee Training workforce professional development
 - c. Tyler Incode permitting and finance modules
 - d. Traffic Cabinet Art Wrap community engagement
 - e. Municipal Code Revisions
 - f. Master Plans for neighborhood parks
 - g. Financial Services cost accounting and reporting
 - h. Open Government Platform transparency and community planning
 - i. K-9 Patrol & Graffiti Removal Abatement Teams quality of life and community
 - j. Public Works street ordinances, water and sewer comprehensive plans
 - k. Lean Continuous Improvement focus will be on commercial building permits
 - I. City of Shelton Website updated and user friendly access

ACTION AGENDA

No public comments.

1. 2019 Budget Supplemental – presented by Finance Director Aaron BeMiller

City Clerk Donna Nault provided the second reading of Ordinance 1942-1019. A motion was made and seconded to approve. Passed.

2. Engineer Services Contract with Gray & Osborne, Inc. – presented by Public Works Director Craig Gregory

A motion was made and seconded to approve. Passed.

3. Department of Ecology Mason Transit Authority Parking Lot Grant Extension – presented by Craig Gregory.

A motion was made and seconded to approve. Passed.

GENERAL PUBLIC COMMENT

No public comments.

ADMINISTRATION REPORTS

City Manager – Jeff Niten

- Tree Lighting Event
- Parade
- Employee Appreciation Event Kim Kilmer Employee of the Year

EXECUTIVE SESSION

Performance of a public employee

The Business Meeting was adjourned and Executive Session began at 6:35 p.m. At 7:05 p.m., the Executive Session was extended for an additional 20 minutes. The Business Meeting was reconvened at 7:25 p.m.

Executive Session Action – City Manager Jeff Niten's employment contract with the City of Shelton was renewed which included a compensation increase and a 4% bonus in accordance with the contract terms.

NEW ITEMS FOR DISCUSSION

No new discussion items.

ANNOUNCEMENT OF NEXT MEETING January 7, 2020 at 6:00 p.m.

ADJOURN

Meeting adjourned at 7:26 p.m.

Mayor

City Clerk

STUD SHELTOL 				CITY OF SHELTON COUNCIL BRIEFING REG (Agenda Item E1)	QUEST	
Touch Date: 01/28/20 Brief Date: 03/03/20 Action Date: 0 3/17/20			Departn Present	nent: Public Works ted By: Jeff Niten		
APPR		IL PA	CKET:		Action	Requested:
ROUT	E TO: I	REVIE	WED:	PROGRAM/PROJECT TITLE: Downtown Connector Final		Ordinance
	Dept. Head			Acceptance		Resolution
	Finance Director			ATTACHMENTS: - Downtown Connector Final		
Attorney			Acceptance Form Before and after photos		Motion	
\bowtie	City Clerk				\boxtimes	Other
\boxtimes	City Manager					

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

On May 1, 2018, the Commission awarded Waunch Construction & Trucking, Inc. a \$4,334,002.86 Contract for construction of the Downtown Connector Project. This project provided for the revitalization of Olympic Highway North/Alder Street between East C Street and North 1st Street. The restoration included new asphalt streets, installation of a roundabout at the 1st and Alder intersection, installation of a new traffic signal system at the Alder Street/North 7th Street intersection, replacement of existing sidewalk and curb ramps along W. Alder Street with ADA-compliant sidewalk and curb ramps, installation of a new bus stop shelter, Rapid Flashing Beacons, a new rain garden, a multiuse path along Olympic Hwy North, replacement of sanitary sewer manholes, and installation of stormwater treatment vaults and replacement of catch basins. The contract provided 240 working days to complete the improvements, which the Contractor completed in 236 working days.

This project would not have been as successful without the assistance of our partners: Mason Conservation District for their initiation and assistance with the design of the rain garden, PUD 3 for providing the mast arms and light fixtures, and installing the decorative light poles, and Mason Transit Authority for providing the bus shelter structure and funding the construction of the bus pullout.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

The Contract was awarded for \$4,334,002.86. After three change orders and various cost overruns, the final amount to be paid to Waunch Construction and Trucking, after taxes and retainage, will be \$4,785,862.79. We were awarded two grants to assist in paying for the construction of this project, a \$3,489,152 TIB Grant and \$1,000,000 was awarded in the 2018 State Transportation Budget, additionally, MTA paid \$96,398 for the construction of the bus shelter. The remaining \$251,547.14 will be paid out of the street and storm utilities.

PUBLIC INFORMATION REQUIREMENTS:

Information can be obtained through the Public Works Department.

STAFF RECOMMENDATION/MOTION:

Staff requests the Council concur to place this item on the March 17, 2020 action agenda.

<u>CAPITAL PROJECT</u> <u>FINAL ACCEPTANCE FORM</u>

Project: **Downtown Connector**

Contractor: Waunch Construction and Trucking, Inc.

Date awarded: September 3, 2019

Amount of the contract: \$4,334,002.84

Final Amount Paid: \$4,785,862.79

Description of work performed: This project provided for the revitalization of Olympic Highway North/Alder Street between East C Street and North 1st Street. The restoration included new asphalt streets, installation of a roundabout at the 1st and Alder intersection, installation of a new traffic signal system at the Alder Street/North 7th Street intersection, replacement of existing sidewalk and curb ramps along W. Alder Street with ADA-compliant sidewalk and curb ramps, installation of a new bus stop shelter, Rapid Flashing Beacons, a new rain garden, a multi-modal pedestrian path along Olympic Hwy North, replacement of sanitary sewer manholes, and installation of stormwater treatment vaults and replacement of catch basins.

Authorizing signatures:

Mayor Dorcy

Date

Attest:

City Clerk Nault

Date

1st/Alder Intersection Before

0



1st/Alder Intersection After



4th/Alder Before

 \cap



4th/Alder After



Olympic Hwy North/B Street Before



Olympic Hwy North/B Street After



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Downtown Connector Project Ribbon Cutting Ceremony August 2, 2019



	STATISTICS		CITY OF SHELTO COUNCIL BRIEFING RE (Agenda Item E2)	QUEST	
Brief D	Date: 02/11/20 Date: 03/03/20 Date: 0 3/17/20		rtment: Public Works nted By: Jeff Niten		
APPRO		L PACKET:		Action	Requested:
ROUTI	E TO: F	REVIEWED:	PROGRAM/PROJECT TITLE:		Ordinance
\boxtimes	Dept. Head		DOC Grant Acceptance for Civic Center Parking Lot		Resolution
	Finance Director				Resolution
Attorney			- DOC Contract No. 20-96627-226		Motion
	City Clerk		_	\boxtimes	Other
\square	City Manager		_		

DESCRIPTION OF THE PROGRAM/PROJECT AND BACKGROUND INFORMATION:

In June of 2019, the City received notification of award of \$283,000 in state grant funding from the 2019-2021 Capital Budget for the Civic Center Parking Lot. Following notice of the award and utilizing the City's On-Call Engineering Contract, staff assigned a work order to TranspoGroup for design efforts of the redevelopment of the Civic Center Parking Lot.

City staff has been working with the Department of Commerce to define the scope of work for the grant documents and asks the Council accept the grant for the design and construction of the Civic Center Parking Lot.

ANALYSIS/OPTIONS/ALTERNATIVES:

N/A

BUDGET/FISCAL INFORMATION:

\$283,000 was awarded through the state Capital Budget. The grant amount is for \$277,340, which is the amount remaining after the Dept. of Commerce's 2% administrative fee.

PUBLIC INFORMATION REQUIREMENTS:

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

STAFF RECOMMENDATION/MOTION:

Staff requests the Council concur to place this item on the March 17, 2020 action agenda.



Grant to

City of Shelton through

The Local and Community Projects Program

For

Shelton Civic Center Parking Lot

Start date: July 1, 2019

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FACE SHEET

Grant Number: 20-96627-226 Project Name: Shelton Civic Center Parking Lot

Washington State Department of Commerce Local Government Division Community Assistance and Research Unit

1. GRANTEE			2. GRANTEE Doing Business As (optional)			
City of Shelton			Shelton Police Department			
525 West Cota Stree	t					
Shelton, WA 98584						
3. GRANTEE Repres	sentative		4. COMMERCE Representa	tive		
Ken Gill, City Engine			Karma Shannon ♥ Lawson, Grant Manager			
(360) 432-5144			PO Box 42525, Olympia, WA 98504			
KGill@ci.shelton.wa.	us		(360) 810-0185			
			Karma.ShannonLawson@commerce.wa.gov			
5. Grant Amount	6. Funding	Source	7. Start Date	8. End Date		
\$277,340.00	Federal:	State:X Other: N/A:	July 1, 2019	June 30, 2023		
				(subject to reappropriation)		
9. Federal Funds (as	s applicable		Federal Agency	CFDA Number		
N/A			N/A	N/A		
10. Tax ID #		11. SWV #	12. UBI #	13. DUNS #		
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		SWV0013140-00	252000085	021830666		
14. Grant Purpose				1		
-	performance	-based Grant Agreement	is to undertake a legislatively	approved project that furthers the		
				Attachment A – Scope of Work.		
-	-		-			
			nt of Commerce, and the GRA			
acknowledge and ac	cept the term	is of this Grant and attacl	hments and have executed this	s Grant on the date below to start		
as of the date and ye	ar reference	d above. The rights and	obligations of both parties to th	his Grant are governed by this		
				onditions including Attachment		
			ilability of Funds to Complete t			
	ayment and F	Reporting of Prevailing W	/ages, Attachment "D" – Certifi	cation of Intent to Enter LEED		
Process.						
FOR GRANTEE			FOR COMMERCE			
Signature			Mark K. Barkley, Assistant Director			
Signature			Local Government Division			
Print Name						
1 mil Namo			Date			
Title			APPROVED AS TO FORM			
Date			Luke Eaton, Assistant Attorn	ey General		
			8/13/2019			
			Date			
			Duit			

DECLARATIONS

GRANTEE INFORMATION

GRANTEE Name: Grant Number: State Wide Vendor Number:

PROJECT INFORMATION

Project Name: Project City: Project State: Project Zip Code: **City of Shelton** 20-96627-226 SWV0013140-00

Shelton Civic Center Parking Lot Shelton Washington 98584

GRANT AGREEMENT INFORMATION

Grant Amount: Appropriation Number:

Re-appropriation Number (if applicable): Grant End Date: Biennium: Biennium Close Date: Earliest Date for Construction Reimbursement: **\$277,340.00** SHB 1102 SL Section 1042 (2019 Regular Session) N/A **June 30, 2023 (subject to reappropriation)** 2019-2021 June 30, 2021 July 1, 2016

ADDITIONAL SPECIAL TERMS AND CONDITIONS GOVERNING THIS AGREEMENT

N/A

SPECIAL TERMS AND CONDITIONS GENERAL GRANT STATE FUNDS

THIS GRANT AGREEMENT, entered into by and between the GRANTEE and COMMERCE, as defined on the Face Sheet of this Grant Agreement, WITNESSES THAT:

WHEREAS, COMMERCE has the statutory authority under RCW 43.330.050 (5) to cooperate with and provide assistance to local governments, businesses, and community-based organizations; and

WHEREAS, COMMERCE is also given the responsibility to administer state funds and programs which are assigned to COMMERCE by the Governor or the Washington State Legislature; and

WHEREAS, the Washington State Legislature has made an appropriation to support the Local and Community Projects Program, and directed COMMERCE to administer those funds; and

WHEREAS, the enabling legislation also stipulates that the GRANTEE is eligible to receive funding for design, acquisition, construction, or rehabilitation (a venture hereinafter referred to as the "Project").

NOW, THEREFORE, in consideration of covenants, conditions, performances, and promises hereinafter contained, the parties hereto agree as follows:

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the GRANTEE and their contact information are identified on the Face Sheet of this Grant.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed the awarded Grant Amount<u>as shown on the Face</u> <u>Sheet of this Grant Agreement</u>, for the capital costs necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. CERTIFICATION OF FUNDS PERFORMANCE MEASURES

- A. The release of state funds under this Grant Agreement is contingent upon the GRANTEE certifying that it has expended or has access to funds from non-state sources as set forth in ATTACHMENT B (CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT), hereof. Such non-state sources may consist of a combination of any of the following:
 - i) Eligible Project expenditures prior to the execution of this Grant Agreement.
 - ii) Cash dedicated to the Project.
 - iii) Funds available through a letter of credit or other binding loan commitment(s).
 - iv) Pledges from foundations or corporations.
 - v) Pledges from individual donors.
 - vi) The value of real property when acquired solely for the purposes of this Project, as established and evidenced by a current market value appraisal performed by a licensed, professional real estate appraiser, or a current property tax statement. COMMERCE will not consider appraisals for prospective values of such property for the purposes of calculating the amount of non-state matching fund credit.
 - vii) In-kind contributions, subject to COMMERCE'S approval.

B. The GRANTEE shall maintain records sufficient to evidence that it has access to or has expended funds from such non-state sources, and shall make such records available for COMMERCE's review upon reasonable request.

4. PREVAILING WAGE LAW

The Project funded under this Grant may be subject to state prevailing wage law (Chapter 39.12 RCW). The GRANTEE is advised to consult the Industrial Statistician at the Washington Department of Labor and Industries to determine whether prevailing wages must be paid. COMMERCE is not responsible for determining whether prevailing wage applies to this Project or for any prevailing wage payments that may be required by law.

5. DOCUMENTATION AND SECURITY

The provisions of this section shall apply to capital projects performed by nonprofit organizations that involve the expenditure of over \$500,000 in state funds. Projects for which the grant award or legislative intent documents specify that the state funding is to be used for design only are exempt from this section.

- A. <u>Deed of Trust.</u> This Grant shall be evidenced by a promissory note and secured by a deed of trust or other appropriate security instrument in favor of COMMERCE (the "Deed of Trust"). The Deed of Trust shall be recorded in the County where the Project is located, and the original returned to COMMERCE after recordation within ninety (90) days of Grant Agreement execution. The Deed of Trust must be recorded before COMMERCE will reimburse the GRANTEE for any Project costs. The amount secured by the Deed of Trust shall be the amount of the Grant as set forth on the Face Sheet, hereof.
- B. <u>Term of Deed of Trust.</u> The Deed of Trust shall remain in full force and effect for a period of ten (10) years following the final payment of state funds to the GRANTEE under this grant. Upon satisfaction of the ten-year term requirement and all other grant terms and conditions, COMMERCE shall, upon written request of the GRANTEE, take appropriate action to reconvey the Deed of Trust.
- **C.** <u>Title Insurance.</u> The GRANTEE shall purchase an extended coverage lender's policy of title insurance insuring the lien position of the Deed of Trust in an amount not less than the amount of the grant.
- **D.** <u>Subordination.</u> COMMERCE may agree to subordinate its deed of trust upon request from a private or public lender. Any such request shall be submitted to COMMERCE in writing, and COMMERCE shall respond to the request in writing within thirty (30) days of receiving the request.

6. <u>BASIS FOR ESTABLISHING REAL PROPERTY VALUES FOR ACQUISITIONS OF REAL</u> <u>PROPERTY PERFORMANCE MEASURES</u>

When the grant is used to fund the acquisition of real property, the value of the real property eligible for reimbursement under this grant shall be established as follows:

- A. GRANTEE purchases of real property from an independent third-party seller shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser, or a current property tax statement.
- B. GRANTEE purchases of real property from a subsidiary organization, such as an affiliated LLC, shall be evidenced by a current appraisal prepared by a licensed Washington State commercial real estate appraiser or the prior purchase price of the property plus holding costs, whichever is less.

7. EXPENDITURES ELIGIBLE FOR REIMBURSEMENT

Payments to the Grantee shall be made on a reimbursement basis only. Costs incurred on or after the EARLIEST DATE FOR CONSTRUCTION REIMBURSEMENT as shown on the Declarations page are eligible for reimbursement under this Grant Agreement. The GRANTEE may be reimbursed for the following eligible costs related to the activities identified in the SCOPE OF WORK shown on Attachment A.

- **A.** Real property, and costs directly associated with such purchase, when purchased or acquired solely for the purposes of the Project;
- B. Design, engineering, architectural, and planning;
- C. Construction management and observation (from external sources only);
- **D.** Construction costs including, but not limited to, the following:

Site preparation and improvements; Permits and fees; Labor and materials; Taxes on Project goods and services; Capitalized equipment; Information technology infrastructure; and Landscaping.

E. Other costs authorized through the legislation

8. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the GRANTEE for eligible Project expenditures, up to the maximum payable under this Grant Agreement. When requesting reimbursement for expenditures made, the GRANTEE shall submit to COMMERCE a signed and completed Invoice Voucher (Form A-19), that documents capitalized Project activity performed for the billing period. The GRANTEE can submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal.

The GRANTEE shall evidence the costs claimed on each voucher by including copies of each invoice received from vendors providing Project goods or services covered by the Grant Agreement. The GRANTEE shall also provide COMMERCE with a copy of the cancelled check or electronic funds transfer, as applicable, that confirms that they have paid each expenditure being claimed. The cancelled checks or electronic funds transfers may be submitted to COMMERCE at the time the voucher is initially submitted, or within thirty (30) days thereafter.

The voucher must be certified (signed) by an official of the GRANTEE with authority to bind the GRANTEE. The final voucher shall be submitted to COMMERCE within sixty (60) days following the completion of work or other termination of this Grant Agreement, or within fifteen (15) days following the end of the state biennium unless Grant Agreement funds are reappropriated by the Legislature in accordance with Section 19, hereof.

Each request for payment must be accompanied by a Project Status Report, which describes, in narrative form, the progress made on the Project since the last invoice was submitted, as well as a report of Project status to date. COMMERCE will not release payment for any reimbursement request received unless and until the Project Status Report is received. After approving the Invoice Voucher and Project Status Report, COMMERCE shall promptly remit a warrant to the GRANTEE. COMMERCE will pay GRANTEE upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE **not more often than monthly**.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the GRANTEE for services rendered if the GRANTEE fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The GRANTEE shall not bill COMMERCE for services performed under this Grant Agreement, and COMMERCE shall not pay the GRANTEE, if the GRANTEE is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

9. SUBCONTRACTOR DATA COLLECTION

GRANTEE will submit reports, in a form and format to be provided by COMMERCE and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

10. CERTIFIED PROJECT COMPLETION REPORT AND FINAL PAYMENT

The GRANTEE shall complete a Certified Project Completion Report when activities identified in the SCOPE OF WORK shown on Attachment A are complete.

The GRANTEE shall provide the following information to COMMERCE:

- A. A certified statement that the Project, as described in the SCOPE OF WORK shown on Attachment A, is complete and, if applicable, meets required standards.
- B. A certified statement of the actual dollar amounts spent, from all funding sources, in completing the project as described in the SCOPE OF WORK shown on Attachment A.
- C. Certification that all costs associated with the Project have been incurred and accounted for. Costs are incurred when goods and services are received and/or Grant work is performed.
- D. A final voucher for the remaining eligible funds, including any required documentation.

The GRANTEE will submit the Certified Project Completion Report together with the last Invoice Voucher for a sum not to exceed the balance of the Grant Amount.

11. INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state of Washington should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the GRANTEE, or Subgrantee, or agents of either, while performing under the terms of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The GRANTEE shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation or modification.

The GRANTEE shall submit to COMMERCE within fifteen (15) calendar days of the Grant start date, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Grant, the GRANTEE shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section. The GRANTEE shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence.

Additionally, the GRANTEE is responsible for ensuring that any Subgrantee/subcontractor provide adequate insurance coverage for the activities arising out of subgrants/subcontracts.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the GRANTEE or its Subgrantee/subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The GRANTEE shall maintain Professional Liability or Errors and Omissions Insurance. The GRANTEE shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the GRANTEE and licensed staff employed or under contract to the GRANTEE. The state of Washington, its agents, officers, and employees need *not* be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the GRANTEE for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- **A.** The amount of fidelity coverage secured pursuant to this Grant shall be \$2,000,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees/subcontractors that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees/subcontractors pursuant to this paragraph shall name the GRANTEE and the GRANTEE's fiscal agent as beneficiary.
- C. The GRANTEE shall provide, at COMMERCE's request, copies of insurance instruments or certifications from the insurance issuing agency. The copies or certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days advance written notice of cancellation.

GRANTEES and Local Governments that Participate in a Self-Insurance Program.

Self-Insured/Liability Pool or Self-Insured Risk Management Program – With prior approval from COMMERCE, the GRANTEE may provide the coverage above under a self-insured/liability pool or self-insured risk management program. In order to obtain permission from COMMERCE, the GRANTEE shall provide: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by: 1) Governmental Accounting Standards Board (GASB), 2) Financial Accounting Standards Board (FASB), and 3) the Washington State Auditor's annual instructions for financial reporting. GRANTEE's participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The state of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

GRANTEE shall provide annually to COMMERCE a summary of coverages and a letter of self insurance, evidencing continued coverage under GRANTEE's self-insured/liability pool or self-insured risk management program. Such annual summary of coverage and letter of self insurance will be provided on the anniversary of the start date of this Agreement.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Declarations page of this Grant Agreement
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A Scope of Work
- Attachment B Certification of the Availability of Funds to Complete the Project
- Attachment C Certification of the Payment and Reporting of Prevailing Wages
- Attachment D Certification of Intent to Enter the Leadership in Energy and Environmental Design (LEED) Certification Process

13. REDUCTION IN FUNDS

In the event state funds appropriated for the work contemplated under this Grant Agreement are withdrawn, reduced, or limited in any way by the Governor or the Washington State Legislature during the Grant Agreement period, the parties hereto shall be bound by any such revised funding limitations as implemented at the discretion of COMMERCE, and shall meet and renegotiate the Grant Agreement accordingly.

14. OWNERSHIP OF PROJECT/CAPITAL FACILITIES

COMMERCE makes no claim to any real property improved or constructed with funds awarded under this Grant Agreement and does not assert and will not acquire any ownership interest in or title to the capital facilities and/or equipment constructed or purchased with state funds under this Grant Agreement; provided, however, that COMMERCE may be granted a security interest in real property, to secure funds awarded under this Grant Agreement. This provision does not extend to claims that COMMERCE may bring against the GRANTEE in recapturing funds expended in violation of this Grant Agreement.

15. CHANGE OF OWNERSHIP OR USE FOR GRANTEE-OWNED PROPERTY

- A. The GRANTEE understands and agrees that any and all real property or facilities owned by the GRANTEE that are acquired, constructed, or otherwise improved by the GRANTEE using state funds under this Grant Agreement, shall be held and used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- **B.** This provision shall not be construed to prohibit the GRANTEE from selling any property or properties described in this section; Provided, that any such sale shall be subject to prior review and approval by COMMERCE, and that all proceeds from such sale shall be applied to the purchase price of a different facility or facilities of equal or greater value than the original facility and that any such new facility or facilities will be used for the purpose or purposes stated elsewhere in this Grant Agreement.
- **C.** In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture provision).

16. CHANGE OF USE FOR LEASED PROPERTY PERFORMANCE MEASURE

- A. The GRANTEE understands and agrees that any facility leased by the GRANTEE that is constructed, renovated, or otherwise improved using state funds under this Grant Agreement shall be used by the GRANTEE for the purpose or purposes stated elsewhere in this Grant Agreement for a period of at least ten (10) years from the date the final payment is made hereunder.
- **B.** In the event the GRANTEE is found to be out of compliance with this section, the GRANTEE shall repay to the state general fund the principal amount of the grant as stated on the Face Sheet, hereof, plus interest calculated at the rate of interest on state of Washington general obligation bonds issued most closely to the effective date of the legislation in which the subject facility was authorized. Repayment shall be made pursuant to Section 46 (Recapture Provision).

17. SIGNAGE, MARKERS AND PUBLICATIONS

If, during the period covered by this Grant Agreement, the GRANTEE displays or circulates any communication, publication, or donor recognition identifying the financial participants in the Project, any such communication or publication must identify "The Taxpayers of Washington State" as a participant.

18. HISTORICAL AND CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Grant Agreement, GRANTEE shall complete the requirements of Governor's Executive Order 05-05, where applicable, or GRANTEE shall complete a review under Section 106 of the National Historic Preservation Act, if applicable. GRANTEE agrees that the GRANTEE is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Grant Agreement.

In addition to the requirements set forth in this Grant Agreement, GRANTEE shall, in accordance with Governor's Executive Order 05-05, coordinate with COMMERCE and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by the Project. GRANTEE agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Grant Agreement.

The GRANTEE agrees that, unless the GRANTEE is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the GRANTEE shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the COMMERCE Representative identified on the Face Sheet. If human remains are uncovered, the GRANTEE shall report the presence and location of the remains to the coroner and local enforcement immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The GRANTEE shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Grant Agreement, GRANTEE agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permits.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 05-05.

In the event that the GRANTEE finds it necessary to amend the Scope of Work the GRANTEE may be required to re-comply with Governor's Executive Order 05-05 or Section 106 of the National Historic Preservation Act.

19. REAPPROPRIATION

- **A.** The parties hereto understand and agree that any state funds not expended by the BIENNIUM CLOSE DATE listed on the Declarations page will lapse on that date unless specifically reappropriated by the Washington State Legislature. If funds are so reappropriated, the state's obligation under the terms of this Grant Agreement shall be contingent upon the terms of such reappropriation.
- **B.** In the event any funds awarded under this Grant Agreement are reappropriated for use in a future biennium, COMMERCE reserves the right to assign a reasonable share of any such reappropriation for administrative costs.

20. TERMINATION FOR FRAUD OR MISREPRESENTATION

In the event the GRANTEE commits fraud or makes any misrepresentation in connection with the Grant application or during the performance of this Grant Agreement, COMMERCE reserves the right to terminate or amend this Grant Agreement accordingly, including the right to recapture all funds disbursed to the GRANTEE under the Grant.

GENERAL TERMS AND CONDITIONS GENERAL GRANT STATE FUNDS

21. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- **A.** "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- **C.** "GRANTEE" shall mean the entity identified on the Face Sheet performing service(s) under this Grant, and shall include all employees and agents of the GRANTEE.
- **D.** "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- **E.** "State" shall mean the state of Washington.
- **F.** "Subgrantee/subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this Grant under a separate Grant with the GRANTEE. The terms "subgrantee/subcontractor" refers to any tier.
- **G.** "Subrecipient" shall mean a non-federal entity that expends federal awards received from a passthrough entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- H. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.
- I. "Grant Agreement" or "Agreement" means the entire written agreement between COMMERCE and the GRANTEE, including any Attachments, Exhibits, documents, or materials incorporated by reference.

22. ACCESS TO DATA

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE's reports, including computer models and the methodology for those models.

23. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

24. ALL WRITINGS CONTAINED HEREIN

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

25. AMENDMENTS

This Grant may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

26. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

The GRANTEE must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

27. ASSIGNMENT

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the GRANTEE without prior written consent of COMMERCE.

28. ATTORNEYS' FEES

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

29. <u>AUDIT</u>

A. General Requirements

COMMERCE reserves the right to require an audit. If required, GRANTEEs are to procure audit services based on the following guidelines.

The GRANTEE shall maintain its records and accounts so as to facilitate audits and shall ensure that subgrantees also maintain auditable records.

The GRANTEE is responsible for any audit exceptions incurred by its own organization or that of its subgrantees.

COMMERCE reserves the right to recover from the GRANTEE all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The GRANTEE must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

B. State Funds Requirements

In the event an audit is required, if the GRANTEE is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the GRANTEE.

The GRANTEE shall include the above audit requirements in any subcontracts.

In any case, the GRANTEE's records must be available for review by COMMERCE.

C. Documentation Requirements

The GRANTEE must send a copy of the audit report described above no later than nine (9) months after the end of the GRANTEE's fiscal year(s) by sending a scanned copy to <u>comacctoffice@commerce.wa.gov</u> or a hard copy to:

Department of Commerce ATTN: Accounting Services 1011 Plum Street SE PO Box 42525 Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the GRANTEE must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

If the GRANTEE is required to obtain a Single Audit consistent with Circular A-133 requirements, a copy must be provided to COMMERCE; no other report is required.

30. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - **1.** All material provided to the GRANTEE by COMMERCE that is designated as "confidential" by COMMERCE;
 - **2.** All material produced by the GRANTEE that is designated as "confidential" by COMMERCE; and
 - **3.** All personal information in the possession of the GRANTEE that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. The GRANTEE shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The GRANTEE shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The GRANTEE shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the GRANTEE shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The GRANTEE shall make the changes within the time period specified by COMMERCE. Upon request, the GRANTEE shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the GRANTEE against unauthorized disclosure.
- **C.** Unauthorized Use or Disclosure. The GRANTEE shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

31. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this Grant Agreement if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this Grant Agreement.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on this Grant, or any matter related to the project funded under this Grant or any other state funded project, including but not limited to formulating or drafting legislation, participating in grant procurement, planning and execution, awarding grants, or monitoring grants, during the 24 month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this Grant Agreement is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the Grant Agreement by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant Agreement.

32. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the GRANTEE hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The GRANTEE shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The GRANTEE shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the GRANTEE.

33. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute. The request for a dispute hearing must:

- be in writing;
 - De in whiling,
- state the disputed issues;
- state the relative positions of the parties;
- state the GRANTEE's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

34. DUPLICATE PAYMENT

COMMERCE shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

35. GOVERNING LAW AND VENUE

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

36. INDEMNIFICATION

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims. "Claim" as used in this Grant Agreement, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The GRANTEE's obligation to indemnify, defend, and hold harmless includes any claim by GRANTEE's agents, employees, representatives, or any subgrantee/subcontractor or its employees. GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to GRANTEE'S or any subgrantee's/subcontractor's performance or failure to perform the Grant. GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

37. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Grant. The GRANTEE and its employees or agents performing under this Grant Agreement are not employees or agents of the state of Washington or COMMERCE. The GRANTEE will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the GRANTEE.

38. INDUSTRIAL INSURANCE COVERAGE

The GRANTEE shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the GRANTEE the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by COMMERCE under this Grant Agreement, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

39. LAWS

The GRANTEE shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

40. LICENSING, ACCREDITATION AND REGISTRATION

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant Agreement.

41. LIMITATION OF AUTHORITY

Only the Authorized Representative or Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant Agreement. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant Agreement is not effective or binding unless made in writing and signed by the Authorized Representative.

42. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

During the performance of this Grant, the GRANTEE shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the GRANTEE's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further Grants with COMMERCE. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

43. PAY EQUITY

The GRANTEE agrees to ensure that "similarly employed" individuals in its workforce are compensated as equals, consistent with the following:

- Employees are "similarly employed" if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- b. GRANTEE may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:

(i) A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.

(ii) A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.

(iii) A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant Agreement may be terminated by COMMERCE, if COMMERCE or the Department of Enterprise services determines that the GRANTEE is not in compliance with this provision.

44. POLITICAL ACTIVITIES

Political activity of GRANTEE employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17a RCW and the Federal Hatch Act, 5 USC 1501 - 1508. No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

45. PUBLICITY

The GRANTEE agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

46. <u>RECAPTURE</u>

In the event that the GRANTEE fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the GRANTEE of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

47. RECORDS MAINTENANCE

The GRANTEE shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

GRANTEE shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

48. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the GRANTEE shall complete registration with the Washington State Department of Revenue.

49. RIGHT OF INSPECTION

The GRANTEE shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

50. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

51. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

52. SITE SECURITY

While on COMMERCE premises, GRANTEE, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

53. SUBGRANTING/SUBCONTRACTING

Neither the GRANTEE nor any subgrantee/subcontractor shall enter into subgrants/subcontracts for any of the work contemplated under this Grant Agreement without obtaining prior written approval of COMMERCE. In no event shall the existence of the subgrant/subcontract operate to release or reduce the liability of the GRANTEE to COMMERCE for any breach in the performance of the GRANTEE's duties. This clause does not include Grants of employment between the GRANTEE and personnel assigned to work under this Grant. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subgrants/subcontracts. GRANTEE and its subgrantees/subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of COMMERCE or as provided by law.

54. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

55. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the GRANTEE's income or gross receipts, any other taxes, insurance or expenses for the GRANTEE or its staff shall be the sole responsibility of the GRANTEE.

56. TERMINATION FOR CAUSE

In the event COMMERCE determines the GRANTEE has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the GRANTEE shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

57. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

58. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the GRANTEE to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the GRANTEE and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AUTHORIZED REPRESENTATIVE shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this

Grant. COMMERCE may withhold from any amounts due the GRANTEE such sum as the AUTHORIZED REPRESENTATIVE determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement. After receipt of a notice of termination, and except as otherwise directed by the AUTHORIZED REPRESENTATIVE, the GRANTEE shall:

- 1. Stop work under the Grant on the date, and to the extent specified, in the notice;
- 2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- Assign to COMMERCE, in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE, all of the rights, title, and interest of the GRANTEE under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- 4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AUTHORIZED REPRESENTATIVE to the extent AUTHORIZED REPRESENTATIVE may require, which approval or ratification shall be final for all the purposes of this clause;
- 5. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the AUTHORIZED REPRESENTATIVE any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- 6. Complete performance of such part of the work as shall not have been terminated by the AUTHORIZED REPRESENTATIVE; and
- Take such action as may be necessary, or as the AUTHORIZED REPRESENTATIVE may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the GRANTEE and in which COMMERCE has or may acquire an interest.

59. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the GRANTEE, for the cost of which the GRANTEE is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the GRANTEE. Title to other property, the cost of which is reimbursable to the GRANTEE under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the GRANTEE shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The GRANTEE shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the GRANTEE or which results from the failure on the part of the GRANTEE to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the GRANTEE shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The GRANTEE shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant All reference to the GRANTEE under this clause shall also include GRANTEE'S employees, agents or subgrantees/subcontractors.

60. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A - SCOPE OF WORK

Funds awarded under this grant will be used for capital expenditures related to the construction of the Shelton Civic Center Parking Lot. The location of the project is: 401-499 West Cota Street, Shelton, WA.

This project will convert a half block City-owned gravel parking lot into a paved parking lot with infrastructure improvements, landscaping, and community recreation amenities. Construction will include and not be limited to:

- Project design
- In-ground utility and stormwater system upgrades
- Landscaping
- Paving and striping the parking lot
- Purchase & instillation of recreational amenities: 4 basketball hoops, 2 pickleball courts.

This project began in June, 2019 and construction is expected to be complete by October 2020.

All project work completed with prior legislative approval. The "Copyright Provisions", Section 32 of the General Terms and Conditions, are not intended to apply to any architectural and engineering design work funded by this grant.

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT B - CERTIFICATION OF THE AVAILABILITY OF FUNDS TO COMPLETE THE PROJECT

Type of Funding	Source Description	Amount			
Grant	Washington State Department of Commerce	\$277,340.00			
Other Grants					
Grant #1		\$			
Grant #2		\$			
Total Other Grants		\$0.00			
Other Loans					
Loan #1		\$			
Loan #2		\$			
Total Loans		\$0.00			
Other Local Revenue					
Source #1		\$			
Total Local Revenue		\$0.00			
Other Funds					
Source #1	Shelton Centennial Lions Club	\$4,200.00			
Source #2		\$			
Total Other Funds		\$4,200.00			
Total Project Funding		\$281,540.00			

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that project funding from sources other than those provided by this Grant Agreement and identified above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, and has either been expended for eligible Project expenses, or is committed in writing and available and will remain committed and available solely and specifically for carrying out the purposes of this Project as described in elsewhere in this Grant Agreement, as of the date and year written below. The GRANTEE shall maintain records sufficient to evidence that it has expended or has access to the funds needed to complete the Project, and shall make such records available for COMMERCE's review upon reasonable request.

GRANTEE

TITLE

DATE

ATTACHMENT C- CERTIFICATION OF THE PAYMENT AND REPORTING OF PREVAILING WAGES

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that all contractors and subcontractors performing work on the Project shall comply with prevailing wage laws set forth in Chapter 39.12 RCW, as applicable to the Project funded by this Grant Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The GRANTEE shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

If any state funds are used by the GRANTEE for the purpose of construction, applicable State Prevailing Wages must be paid.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body as of the date and year written below.

GRANTEE

TITLE

DATE

ATTACHMENT D - CERTIFICATION OF INTENT TO ENTER THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED) CERTIFICATION PROCESS

CERTIFICATION PERFORMANCE MEASURE

The GRANTEE, by its signature, certifies that it will enter into the Leadership in Energy and Environmental Design certification process, as stipulated in RCW 39.35D, as applicable to the Project funded by this Grant Agreement. The GRANTEE shall, upon receipt of LEED certification by the United States Green Building Council, provide documentation of such certification to COMMERCE.

The GRANTEE, by its signature, certifies that the declaration set forth above has been reviewed and approved by the GRANTEE's governing body or board of directors, as applicable, as of the date and year written below.

EXEMPT: DO NOT SIGN

GRANTEE

TITLE

DATE